



**City Council
Regular Meeting
AGENDA**

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

Due to the COVID-19 Pandemic, City Council Meetings will be conducted virtually and not available for in person public participation. The Public is invited to participate digitally in meetings in lieu of personal attendance by registering through the following virtual link: <https://attendee.gotowebinar.com/rt/9199312935703156493>

In addition, written comments can also be submitted to meeting@cityofukiah.com; City Council meetings are broadcast live on local cable Comcast/Xfinity Channel 3 and via the web at www.cityofukiah.com/meetings (scroll down, click on the name of the meeting, and play the video in the pop-up window.)

September 1, 2021 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 3.a. Receive Presentation of Exceptional Employee Recognition Awards.

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

Attachments: None

- 3.b. Presentation on the Hazards of Nitrous Oxide from the Ukiah Valley Youth Leadership Coalition, a Program of the Redwood Community Services' Arbor Program and Provide Direction Regarding the Coalition's Proposed Ordinance to Ban the Retail Sale of Nitrous Oxide.

Recommended Action: Receive presentation and provide direction to staff if warranted.

Attachments:

1. Proposed Ordinance for Consideration

- 3.c. Proclamation of the Ukiah City Council Recognizing September 2021, as Hispanic Heritage Month in the City of Ukiah and Presentation by Ukiah Vecinos en Accion (UVA).

Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing September, 2021, as Hispanic Heritage Month in the City of Ukiah and receive presentation on the history and accomplishments of Ukiah Vecinos en Accion (UVA).

Attachments:

1. Hispanic History Month Proclamation

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- 5.a. Approval of the Minutes for the August 18, 2021, Regular Meeting.

Recommended Action: Approve the Minutes of August 18, 2021, a Regular Meeting, as submitted.

Attachments:

1. 2021-08-18 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. Approve the Purchase of a Caterpillar 926M Wheel Loader from Peterson CAT in the Amount of \$237,711.75 as Approved in the Fiscal Year 2021-2022 Capital Budget.

Recommended Action: Approve the Purchase of a Caterpillar 926M Wheel Loader from Peterson CAT in the amount of \$237,711.75 as Approved in the Fiscal Year 2021-2022 Capital Budget.

Attachments:

1. Justification Form
2. Loader Quote

- 7.b. Approve the Purchase of a 360X-200H Reclaimer from Asphalt Zipper in the Amount of \$163,154.63 as Authorized in the Fiscal Year 2021-2022 Capital Budget.

Recommended Action: Approve the Purchase of a 360X-2005 Reclaimer from Asphalt Zipper in the amount of \$163,154.63 as Authorized in the Fiscal Year 2021-2022 Capital Budget.

Attachments:

1. Zipper Quote

- 7.c. Approval of Notice of Completion for Pedestrian Access Improvements Project, Specification No. 20-16, at the Crosswalk Across South Dora Street and Luce Avenue.

Recommended Action: Accept the work as complete and direct the City Clerk to file the Notice of Completion with the County Recorder for Pedestrian Access Improvements Project, Specification No. 20-16.

Attachments:

1. Notice of Completion - Spec 20-16

- 7.d. Award of Contract to Pavement Coatings Co. in the Amount of \$321,078.00 for the 2021 Slurry Seal of Local Streets.
Recommended Action: Award contract to Pavement Coatings Co. in the amount of \$321,078.00 for the 2021 Slurry Seal of Local Streets.
Attachments:
1. PLANS - SLURRY SEAL OF LOCAL STREETS 21-03
 2. Bid Results Spec 21-03 Slurry Seal
 3. Apparent Low Bid
- 7.e. Award of Contract to All Star Painting in the Amount of \$53,000 for Painting Services at the Alex Thomas Plaza, and Approval of Corresponding Budget Amendment.
Recommended Action: Award of contract to All Star Painting in the amount of \$53,000.00 for painting services at the Alex Thomas Plaza, and approve corresponding budget amendment.
Attachments:
1. Palette
 2. Spec
 3. Bid Results
- 7.f. Adoption of Ordinance Amending Division 9, Chapter 2 of the Ukiah Municipal Code to Execute General Plan Housing Element Implementation Tasks and Comply with New State Housing Laws.
Recommended Action: Adopt the Ordinance amending Division 9, Chapter 2 of the Ukiah Municipal Code to execute General Plan Housing Element Implementation Tasks and comply with new State housing laws.
Attachments:
1. Ordinance
- 7.g. Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. in the Amount of \$15,920.80 for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill.
Recommended Action: Receive and file report of acquisition of professional services from Alpha Analytical Laboratories, Inc. in the amount of \$15,920.80 for quarterly water sampling and completion of chemical examination reports for the Ukiah Landfill. Report is submitted pursuant to City Code.
Attachments:
1. Alpha Analytical Lab Invoices_16AUG2021
- 7.h. Renewal of Revised Lease Agreement Between the City of Ukiah and the Ukiah Player's Theater for the Use of the Property at 1041 Low Gap Road and Authorization for the City Manager to Negotiate and Execute corresponding Lease.
Recommended Action: Authorize City Manager to negotiate and execute the renewal of a revised lease agreement between the City of Ukiah and the Ukiah Player's Theater for the use of the property at 1041 Low Gap Road.
Attachments:
1. UPT Lease 2021

- 7.i. Consideration of Adoption of Resolution Authorizing Submittal of an Application to the California Department of Housing and Community Development for Funding under the Competitive Permanent Local Housing Allocation (CPLHA) and, if Selected, Providing Authorization to the City Manager to Execute a Standard Agreement, Any Amendments Thereto, and Any Related Documents Necessary to Participate in the CPLHA Program; and Approval of Corresponding Budget Revenue and Expense Amendments, if Awarded.
Recommended Action: Adopt resolution authorizing submittal of an application to the California Department of Housing and Community Development for funding under the CPLHA Competitive Permanent Local Housing Allocation Program, and if selected, authorize the City Manager to execute a Standard Agreement, any amendments thereto, and any related documents necessary to participate un the CPLHA Competitive Permanent Local Housing Allocation Program; and approve corresponding budget revenue and expense amendments, if the application is awarded.
Attachments:
1. 2021 PLHA Non-Entitlement LG Competitive NOFA
 2. Competitive PLHA Resolution
- 7.j. Approve the Purchase of a Maintenance and Protection Plan for LifePak15 Monitor/Defibrillator Units and Lucas Chest Compression System from Stryker in the Amount of \$41,030.50 for a five (5) year term.
Recommended Action: Approve the Purchase of a Maintenance and Protection Plan for LifePak15 Monitor/Defibrillator Units and Lucas Chest Compression System from Stryker in the Amount of \$41,030.50 for five (5) year term.
Attachments:
1. Quote
- 7.k. Approve Issuing a Notice of Termination to Paymentus for Electronic Bill Payment Services, and Authorize the City Manager to Negotiate a Contract with Invoice Cloud for Online Payment Processing
Recommended Action: Approve issuing a Notice of Termination to Paymentus for Electronic Bill Payment Services, and authorize the City Manager to negotiate and execute a contract with Invoice Cloud for online payment processing.
Attachments:
1. City of Ukiah SOW
 2. Invoice Cloud Paymentus Replacement Case Study
 3. City of Ukiah Pricing Proposal
 4. Price Comparison
- 7.l. Approve Sole Source Purchase of LED Lighting System for the Galleries at Grace Hudson Museum from Sixteen5hundred for \$86,276.50 Plus Tax and Shipping; and Approve Corresponding Budget Amendment.
Recommended Action: Approval of the sole source purchase of LED gallery lighting at the Grace Hudson Museum from Sixteen5hundred in the amount of \$86,276.50 plus tax, shipping, and handling; and approve corresponding budget amendment.
Attachments:
1. Sixteen5Hundred Quote

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)

- 11.a. Consideration and Possible Adoption of a Resolution Adjusting Fees for Pre Hospital Emergency Medical Services and Emergency Ambulance Services Provided by the Ukiah Valley Fire Authority.

Recommended Action: Adopt the proposed Resolution to adjust the fees for Pre-Hospital Emergency Services and Emergency Ambulance Services provided by the Ukiah Valley Fire Authority.

Attachments:

1. AP Triton Fee Memo-2021
2. CVEMSA Ambulance Rates
3. Proposed PHEMS and Ambulance Fees-2021
4. RESOLUTION - Ambulance Fees

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- 13.a. Award Professional Services Agreement to BKF Engineers in the Amount of \$195,789 to Prepare the Plans, Specifications, and Estimate for the Gobbi Street Utility Replacement Project, and Approve Corresponding Budget Amendments.

Recommended Action: Award professional services agreement to BKF Engineers in the amount of \$195,789 to prepare the plans, specifications, and estimate for the Gobbi Street Utility Replacement Project, and approve corresponding budget amendments.

Attachments:

1. RFP- Gobbi Street Utility Replacement Project
2. BKF - Design Proposal
3. BKF - Fee Proposal

- 13.b. Discussion and Possible Action to Determine the City's Position on the 2021 Resolutions 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 Resolutions. The City can choose to support, oppose or abstain.

Attachments:

1. 2021-Annual-Conference-Resolutions-Packet-

- 13.c. Authorization to Purchase a Seasonal Ice Rink in the Amount of \$167,737, and Approve Corresponding Budget Amendments.

Recommended Action: Authorize the Purchase of a Seasonal Ice Rink, and approve corresponding budget amendments.

Attachments:

1. Everything Ice Portable Rink Equipment Budget

- 13.d. Consider Approval of a Joint Powers Agreement between the City of Ukiah and County of Mendocino Regarding Land Use and Building Code Enforcement on Property Leased from the City of Ukiah by the Ukiah Rifle and Pistol Club.

Recommended Action: Approve Joint Powers Agreement regarding land use and building code enforcement on property leased from the City of Ukiah by the Ukiah Rifle and Pistol Club, and authorize Mayor to sign.

Attachments:

1. Agreement for Shared Exercise of Land Use and California Building Code Authority

- 13.e. 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. 2021 City Council Special Assignments

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)or(4))

Significant exposure to litigation pursuant to paragraph (2) or (4) of subdivision (d) of Section 54956.9. Consideration of potential litigation arising from emergency drought declaration.

(Government Code Section 54956.9(e)(2)): (Number of potential cases: 1)

Recommended Action: Confer in Closed Session

Attachments: None

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

(Government Code Section 54956.9(d)(2)or(3))

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

Recommended Action: Confer in Closed Session

Attachments: None

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

(Government Code Section 54956.9(d)(2)or(3))

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 potential case, involving possible termination of construction contract for cause)

Recommended Action: Confer in Closed Session

Attachments: None

- 14.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
Recommended Action: Confer in Closed Session
Attachments: None
- 14.e. **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-20-74612
Recommended Action: Confer in Closed Session
Attachments: None
- 14.f. **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.g. **Conference with Legal Counsel – Existing Litigation**
(Cal. Gov't Code Section 54956.9(d)(1))
Name of case: Siderakis v. Ukiah, et al, Mendocino County Superior Court, Case No. 21CV00603
Recommended Action: Confer in Closed Session
Attachments: None
- 14.h. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 003-500-19; 003-190-08; 057-050-12; 157-050-11; 157-060-003; 001-040-83; 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; 003-181-01; 003-582-38
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
- 14.i. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 184-090-07-00 and 184-100-04-00
Negotiator: Sean White, Water Resources Director and Sage Sangiacomo, City Manager;
Negotiating Parties: Noble Vineyard Management
Under Negotiation: Instruction to negotiator will concern price and terms of payment.
Recommended Action: Confer in Closed Session
Attachments: None

- 14.j. **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

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: 8/27/21



AGENDA SUMMARY REPORT

SUBJECT: Receive Presentation of Exceptional Employee Recognition Awards.

DEPARTMENT: Human Resources /
Risk Management

PREPARED BY: Sheri Mannion, H.R. Director/Risk Manager

PRESENTER: Department Directors, City Manager, and Mayor

ATTACHMENTS:

None

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

Background: The City of Ukiah prioritizes the retention and attraction of outstanding employees and recognizes their role in our goal of providing exceptional customer service. The Exceptional Employee Program, through a nomination process, recognizes and awards those employees or teams of employees who have truly gone above and beyond.

Once each quarter, nominations are considered from the categories of field crews, public safety, and administration.

Discussion: The recipients for the second quarter 2021 are as follows:

Mario Dogali, Water & Sewer Attendant II, and the Water & Sewer Crew: Mario and the Water & Sewer crew were nominated by a member of the public for their professionalism and dedication in service to our community. Mario responded to a utility customer's notification of a significant water leak outside their home just after 5:00 p.m., during one of the hottest days of the summer, and without hesitation he was observed working "blindly" with both arms down in a meter box attempting to seal off the leak as the water poured up obscuring his view below. Realizing the problem required assistance, he left briefly and returned with the crew and equipment, and everyone worked late into the night to resolve the problem. The customer was thoroughly impressed by the responsiveness of the Water and Sewer crew and their timely attention to the matter and dedicated work ethic.

Andrew Stricklin, Associate Engineer: Andrew was nominated by a City team member for his professionalism, innovation, and dedication in service to our community. As the "Construction Inspector" for the City Streetscape Project, from April 2020 to present, he responded to numerous difficult customer service-related project issues, provided innovative solutions to help the business community remain accessible to the public, and consistently adjusted his schedule to meet the needs of both the City and community.

Chase Rigby, Police Officer: Chase was nominated by a City team member for his dedication and compassion in service to our community. On May 8th at approximately 1:10 a.m. Chase and a member of the public responded to a burning house. Prior to fire personnel arriving, he took down a portion of a fence and rescued a 50 year old female who was trapped in her bedroom inside the burning house.

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

BUDGET AMENDMENT REQUIRED:

CURRENT BUDGET AMOUNT:

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH:

Approved:


Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Presentation on the Hazards of Nitrous Oxide from the Ukiah Valley Youth Leadership Coalition, a Program of the Redwood Community Services' Arbor Program and Provide Direction Regarding the Coalition's Proposed Ordinance to Ban the Retail Sale of Nitrous Oxide.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk
Councilmember Rodin; Kate Feigin, Ukiah Valley

PRESENTER: Youth Leadership Coalition Director; and the
Ukiah Valley Youth Leadership Coalition.

ATTACHMENTS:

1. Proposed Ordinance for Consideration

Summary: The City Council will receive a presentation on the hazards of nitrous oxide from the Ukiah Valley Youth Leadership Coalition, a program of the Redwood Community Services' Arbor program, and consider further direction to staff.

Background: The Ukiah Valley Youth Leadership Coalition is a group of youth whose mission is to develop themselves as community leaders through advocacy and activism, working on issues that impact the youth of our community.

The Coalition is housed at the Arbor on State Street, a youth resource center provided by Redwood Community Services (RCS), who has supported the youth of our community and the work that the Coalition is doing.

Discussion: The Coalition identified Nitrous Oxide as an issue in need of attention last fall, and decided to prioritize a three-pronged project this year.

1. To organize Nitrous Oxide cleanups around the community
2. To educate the community about Nitrous Oxide and its health effects through art and media campaigns
3. To propose a ban on the sales of Nitrous Oxide in Ukiah

The Coalition will discuss the harms of this dangerous drug, and demonstrate the harm that it brings to young people in Ukiah.

Attachment #1 is a proposed draft ordinance for the Council's consideration submitted by the Coalition. If Council chooses to move forward with this recommendation, the proposed ordinance would need to be further reviewed by the City Attorney's Office and City Staff and would be brought forward at a future meeting for possible consideration. If considered and introduced, it would be brought forward at the proceeding regular meeting for adoption; if adopted, the ordinance would go into effect 30 days after that meeting.

Direction from a majority of the councilmembers is needed prior to dedicating staff time and resources to the review and development of the ordinance. Council will receive the presentation and consider providing direction to staff.

Recommended Action: Receive presentation and provide direction to staff if warranted.

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: Councilmember Rodin

Approved: 
Sage Sangiacomo, City Manager

PROPOSED NITROUS OXIDE ORDINANCE

Definitions:

The following words and phrases used in this chapter shall be defined as follows:

"Device" refers to any cartridge, compressed gas cylinder, apparatus, container, or other object used to contain or dispense or administer nitrous oxide.

"Nitrous oxide" refers to colorless, nonflammable gas (N₂O) sometimes used in aerosols and sometimes used as an anesthetic, which, when inhaled, produces loss of sensibility to pain, oftentimes preceded by exhilaration and laughter and used often as an anesthetic in dentistry. Nitrous oxide is oftentimes called, "laughing gas."

"Person" refers to any individual or other entity howsoever organized or constituted.

Ordinance:

Sale or distribution of nitrous oxide.

It shall be unlawful for any person in the city to attempt to sell, offer, distribute, or otherwise provide to any person nitrous oxide, a device to dispense or administer nitrous oxide, or any device that contains a quantity of nitrous oxide.

Exceptions:

Prohibitions in this chapter shall not apply to the following:

- A. A pharmacist, pharmacist intern, or pharmacy as defined by Cal. Bus. & Prof. Code § 4036, Cal. Bus. and Prof. Code § 4030, and Cal. Bus. and Prof. Code § 4037, as may be amended, who dispenses the device in the course of his duties as a pharmacist or pharmacist intern, or wholesalers licensed by the Board of Pharmacy or manufacturers classified under the North American Industry Classification System pursuant to Cal. Penal Code § 381e, as may be amended, who dispense the device in the course of their duties.
- B. A health care professional who possesses and dispenses nitrous oxide in the course of medical or dental treatment.
- C. Any person who is under the influence of nitrous oxide or any material containing nitrous oxide duly received pursuant to exception B or C above.
- D. Any person that possesses or distributes nitrous oxide under an express exemption pursuant to Cal. Penal Code § 381b-e.

Violations and penalties.

Any violation of this chapter shall be a misdemeanor and, upon conviction thereof, punishable by county jail or by a fine of one thousand dollars, or both.



AGENDA SUMMARY REPORT

SUBJECT: Proclamation of the Ukiah City Council Recognizing September 2021, as Hispanic Heritage Month in the City of Ukiah and Presentation by Ukiah Vecinos en Accion (UVA).

DEPARTMENT: City Manager /
Admin

PREPARED BY: Traci Boyl, Management Analyst

PRESENTER: Mayor Orozco

ATTACHMENTS:

1. Hispanic History Month Proclamation

Summary: Council to issue a proclamation recognizing September as Hispanic Heritage Month and receive a presentation on the history and accomplishments of Ukiah Vecinos en Accion (UVA).

Background: The City celebrates and honors all persons of Hispanic, Latin American, Chicanos, Indigenous, and Latinx heritage, who have shaped and strengthened the fabric of our community and the United States. They have enriched every facet of our national and local identity with traditions that reflect many diverse Hispanic ancestries. In 1968, President Lyndon B. Johnson first recognized Hispanic Heritage week. Successive United States Presidents have continued the tradition of recognizing the contributions made, and the significant presence of Hispanic and Latino Americans in the United States, by celebrating their heritage and culture.

Discussion: At the September 1, 2021, Regular Meeting, the City Council will issue a Proclamation (Attachment 1) recognizing September as Hispanic Heritage Month and receive a presentation on the history and accomplishments of Ukiah Vecinos en Accion (UVA). Additionally, the public is invited to participate in the celebration and recognition of Hispanic Heritage Month by attending one of the many local events throughout the year, such as El Día del Nino, Pastorela, Dia de Muertos, and Cinco de Mayo. For more information about these events, email ukiahvecinosenaccion@gmail.com, or call (707) 376-8852.

Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing September, 2021, as Hispanic Heritage Month in the City of Ukiah and receive presentation on the history and accomplishments of Ukiah Vecinos en Accion (UVA).

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:

Approved: 
Sage Sangiacomo, City Manager

P R O C L A M A T I O N

C I T Y O F U K I A H

RECOGNIZING September, 2021, AS “HISPANIC HERITAGE MONTH” IN THE CITY OF UKIAH

WHEREAS, Hispanic is a panethnicity, a term used to group all persons of Latin American origin, descent, and other identifiers as Chicanos, Indigenous, and Latinx who have shaped and strengthened the fabric of our community and the United States and have enriched every facet of our national and local identity with traditions that reflect many diverse Hispanic ancestries.

WHEREAS, In 1968, President Lyndon B. Johnson first recognized Hispanic Heritage week, which was later expanded under President Reagan to one month, and each successive United States President has continued the tradition of recognizing the contributions made and the significant presence of Hispanic and Latino Americans in the United States by celebrating their heritage and culture.

WHEREAS, *Hispanic Heritage Month* seeks to recognize the central role that Hispanics have played in our nation’s history and to honor the many achievements and contributions Hispanic have made and continue to make in our society; and

WHEREAS, *Hispanic Heritage Month* reminds us to continue to fight for justice and equality and should be a uniting call to our nation to continue to work for a more diverse, supportive, inclusive, and protective union; and

WHEREAS, *Hispanic Heritage Month* celebrates the many achievements and contributions made by Hispanics, including our local heroes; and

WHEREAS, we welcome the community to participate in the celebration and recognition of *Hispanic Heritage Month* by attending one of the many local events throughout the year, such as El Día del Nino, Pastorela, Día de Muertos, and Cinco de Mayo.

THEREFORE, the City Council of the City of Ukiah acknowledge the many contributions that our Hispanic, Latin Americans, Chicanos, Indigenous, Latinx residents make to our city and hereby proclaims September 2021, as

Hispanic Heritage Month in the City of Ukiah

Signed and sealed, this 1st day of September in the year Two Thousand and Twenty-One.

Juan V. Orozco
City Council, Mayor

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting**

Virtual Meeting Link: <https://attendee.gotowebinar.com/rt/3862698010362077965>

Ukiah, CA 95482

August 18, 2021

6:00 p.m.

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on August 18, 2021, having been legally noticed on August 13, 2021. The meeting was held virtually at the following link: <https://attendee.gotowebinar.com/rt/3862698010362077965>. Mayor Orozco called the meeting to order at 6:05 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Josefina Dueñas, Jim O. Brown, and Juan V. Orozco. **Councilmember Absent by Prearrangement:** Mari Rodin. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR OROZCO PRESIDING.

RECESS: 6:05 – 6:15 P.M. (to address technical issues.)

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Kristine Lawler, City Clerk.

The Mayor led a moment of silence for Ted Goforth, a former City of Ukiah Public Works Director.

Council Consensus to include the City Manager's following remarks:

Mr. Goforth was a team member with the City of Ukiah from 1956 to 1993, and served our community with distinction in both employment and beyond. Mr. Goforth started with the City as an engineering aide, and over a 37-year career promoted through the ranks all the way up to Director of Public Works. Mr. Goforth was instrumental in the development of significant infrastructure projects our city uses today, specifically with water and sewer. Some of those project include number of our water wells, the original granny collector, our water treatment plant, the Civic Center reconstruction project, and the list goes on with countless other projects that Mr. Goforth was absolutely instrumental in developing and coordinating. As documented in his retirement proclamation, he was known for his hard work, innovative spirit, and professionalism.

Comments: Councilmember Crane and David Rapport, City Attorney.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Proclamation in Honor of the 101st Anniversary of the 19th Amendment to the United States Constitution.

Presenter: Councilmember Duenas.

Proclamation was received by Val Muchowski, Mendocino Women's Political Coalition Chair.

b. Certificate of Recognition for Frank Acosta for his 101 Years of Life Celebration and His Many Years of Service to Our Country and Community.

Presenter: Kristine Lawler, City Clerk.

Public Comment: *Beatrice Acosta and Lisa Acosta.*

Certificate was received by Frank Acosta.

4. PETITIONS AND COMMUNICATIONS

No public comment was received.

5. APPROVAL OF MINUTES

a. Approval of the Minutes for the July 21, 2021, Regular Meeting.

Motion/Second: Brown/Duenas to approve Minutes of July 21, 2021, a regular meeting. Motion **carried** by the following roll call votes: AYES: Crane, Dueñas, Brown, and Orozco. NOES: None. ABSENT: Rodin. ABSTAIN: None.

b. Approval of the Minutes for the August 2, 2021, Regular Meeting.

Motion/Second: Crane/Duenas to approve Minutes of August 2, 2021, a special meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Crane, Dueñas, and Orozco. NOES: None. ABSENT: Rodin. ABSTAIN: Brown.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

a. Report of Disbursements for the Month of June 2021 – *Finance*.

b. Report of Disbursements for the Month of July 2021 – *Finance*.

c. Approval of Settlement Agreement (COU No. 2122-084) in the Amount of \$13,391.33 with the Defense Logistics Agency Energy, an Agency within the United States Department of Defense, Related to the Erroneous Charges of Excise and Sales Tax on Department of Defense Fuel Purchases at the Ukiah Regional Airport – *Finance*.

d. Consideration of Adoption of Resolution (2021-35) Approving the Application to the CA Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 Per Capita Grant Program to Replace the Large Playground Structure at Todd Grove Park – *Community Services*.

e. Consideration of Adoption of Resolution (2021-36) Appointing James Bair to the Paths, Open Space, and Creeks Commission (POSCC) – *City Clerk*.

f. Report of the Purchase (PO No. 47401) of Variable Frequency Drive (VFD) for the High Service Pump Station at the Water Treatment Plant (WTP) from Industrial Technical Services Inc. of La Miranda CA in the Total Amount of \$97,255.41 – *Water Resources*.

g. Approval for the City Manager to Negotiate and Execute a Lease Agreement (COU No. 2122-085) Between the City of Ukiah and the Ukiah Youth Baseball League Inc., for the Use of a Portion of Riverside Park – *Community Services*.

h. Approval of Amendment No. 2 to a Professional Services Agreement (COU No. 1920-138-A2) with PSOMAS for an Amount Not to Exceed \$2,600 to Provide Land Surveying Services Related to the City's Annexation Efforts; and Approval of Corresponding Budget Amendment – *Community Development*.

- i. Adoption of Resolution (2021-37) of the City of Ukiah Establishing Two-Hour and Five-Hour Time Limits on Parking on Designated Streets Pursuant to Ukiah City Code Sections 7160, 7163, and 7164, Thereby Replacing 26 Five-Hour Spaces with Two-Hour Spaces, 11 Ninety-Minute Spaces with Two-Hour Spaces, and 9 Two-Hour Spaces with Five-Hour Spaces – *Administration*.
- j. Approval of Lease Agreement (COU No. 2122-086) Between the City of Ukiah and Judy Chan for Use of Parks Maintenance Facilities at 185 Mason St, Ukiah – *Community Services*.
- k. Approval of Agreement (COU No. 2122-087) with Moss Adams, LLP for Accounting Review Services of Ukiah Waste Solutions, Inc., and Solid Waste Systems, Inc. – *Finance*.
- l. Approve Contract Amendment (COU No. 1819-215-A5) with Thomas Hise, Architect, for Architectural Services for the Grace Hudson Museum in the Amount of \$14,163, and Approve Corresponding Budget Amendment – *Community Services*.
- m. Approval of Change Order #06 (COU No. 2021-087-CO6) to CV Larsen Company in the Amount of \$430,773.04 and Extend the Pressure Zone 2 South Reservoir Replacement Project, Specification No. 20-02 for a Total Revised Contract Amount of \$1,206,724.09 – *Water Resources*.
- n. Approval of Purchase of One (1) Set of Genesis Auto Extrication Tools from Municipal Emergency Services in the Amount of \$30,834.41 per the Fiscal Year 2022 Capital Improvement Plan (CIP) – *Fire*.
- o. Approval of Purchase of One (1) Breathing Air Compressor from Bauer Compressors in the Amount of \$55,131.81 per the Fiscal Year 2022 Capital Improvement Plan (CIP) – *Fire*.
- p. Approval of Lease Purchase of Two (2) 2021 North Star 147-1 Type 1 Ambulances from Braun NW Inc., in the Amount of \$382,410.00 Plus Tax per the Fiscal Year 2022 Capital Improvement Plan (CIP) and Approval of Corresponding Budget Amendment(s) – *Fire*.
- q. Report of Acquisition (PO 47389-00) from Western Fire Supply in the Amount of \$23,776.04 for a Solo Rescue SCBA-Decon Washer – *Fire*.
- r. Notification of Change Order #2 (COU No. 2021-185-CO2) to Coastal Mountain Electric in the Amount of \$15,700.62 for Design Changes due to Unidentified Obstacles with the Electric Service Transfer from Overhead to Underground on State Street, and Approve Corresponding Budget Amendment – *Electric Utility*.

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

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

9. COUNCIL REPORTS

Presenters: Councilmembers Duenas and Crane

10. CITY MANAGER/CITY CLERK REPORTS

Presenters:

- **Construction Update** – Tim Eriksen, Public Works Director / City Engineer.
- **Speeding Education/Enforcement** – Sage Sangiacomo, City Manager.

- **Update of Drought and Water Conditions** – Sean White, Water Resources Director.

11. PUBLIC HEARINGS (6:15 PM)

a. Consideration and Possible Introduction by Title Only of Proposed Ordinance Amending Division 9, Chapter 2 of the Ukiah Municipal Code to Execute General Plan Housing Element Implementation Tasks and Comply with New State Housing Laws; and Consideration of Adoption of Resolution Approving Initial Study/Negative Declaration and General Plan Amendment No. 21-01 to Allow for Increased Density and Lot Coverage in Compliance with the General Plan Housing Element and State Housing Laws.

Presenters: Craig Schlatter, Community Development Director and Mireya Turner, Planning Manager.

PUBLIC HEARING OPENED AT 7:42 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 7:42 P.M.

Motion/Second: Brown/Crane to approve the minimum duplex parking requirement to be 1.5 space(s) per unit. Motion **carried** by the following roll call votes: AYES: Crane, Dueñas, Brown, and Orozco. NOES: None. ABSENT: Rodin. ABSTAIN: None.

Motion/Second: Brown/Crane to adopt Resolution (2021-38) approving IS/ND and General Plan Amendment No. 21-01 to allow for increased density and lot coverage in compliance with the General Plan Housing Element and State housing laws. Motion **carried** by the following roll call votes: AYES: Crane, Dueñas, Brown, and Orozco. NOES: None. ABSENT: Rodin. ABSTAIN: None.

Motion/Second: Brown/Crane to introduce the Ordinance by title only. Motion **carried** by the following roll call votes: AYES: Crane, Dueñas, Brown, and Orozco. NOES: None. ABSENT: Rodin. ABSTAIN: None.

City Clerk, Kristine Lawler, read the following title into the record:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 9, CHAPTER 2 OF THE CITY CODE TO EXECUTE GENERAL PLAN HOUSING ELEMENT IMPLEMENTATION TASKS AND TO COMPLY WITH NEW STATE HOUSING LAWS.

Motion/Second: Brown/Crane to introduce the proposed Ordinance Amending Division 9, Chapter 2 of the Ukiah Municipal Code to execute General Plan Housing Element Implementation Tasks and comply with new State housing laws. Motion **carried** by the following roll call votes: AYES: Crane, Dueñas, Brown, and Orozco. NOES: None. ABSENT: Rodin. ABSTAIN: None.

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.

Presenter: Tami Bartolomei, Office of Emergency Services Coordinator.

Public Comment: Robert Reveles.

Report was received.

RECESS: 8:10 – 8:22 P.M.

Councilmember Duenas returning at 8:32 p.m.

13. NEW BUSINESS

a. Discussion and Consideration of Possible Approval of Sale of C & S Holdings' Stock to Waste Connections US, Inc., and Possible Approval of Sale Agreement, Based on Availability of Information and Staff Recommendations at the time of the August 18th, City Council Meeting.

Presenters: David Rapport, City Attorney; Dave Carroll, C&S Waste Solutions; Sue Vandelinder and Dan Schooler, Waste Connections; and Bruce McCracken, Ukiah Waste Solutions.

Public Comment: Robert Reveles.

Motion/Second: Brown/Orozco to approve the Assignment and Consent Waste Collection Contract (COU No. 2122-088), and the Assignment and Consent Transfer Station Contract and Lease Agreement (COU No. 2122-089), and authorize the City Manager to execute them on behalf of the City. Motion **carried** by the following roll call votes: AYES: Crane, Dueñas, Brown, and Orozco. NOES: None. ABSENT: Rodin. ABSTAIN: None.

c. 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.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 9:01 P.M.

14. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation

(Government Code Section 54956.9(d)(2) & (4))

Significant exposure to litigation pursuant to paragraph (2) or (4) of subdivision (d) of Section 54956.9. Consideration of potential litigation arising from emergency drought declaration. (Government Code Section 54956.9(e)(2)): (Number of potential cases: 1)
Recommended Action: Confer in Closed Session

b. Conference with Legal Counsel – Anticipated Litigation

(Government Code Section 54956.9(d)(2 & 3))

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

d. Conference with Legal Counsel – Existing Litigation

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

Name of case: Gerardo Magdaleno, by and through his Guardian Ad Litem, Pedro Francisco Magdaleno v. City of Ukiah, Justin Wyatt (Fed. Dist. Ct. N.D. Cal.) 3:21-2609 VC.

- e. **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. SCUUK-CVPT-2018-70200
- f. **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. SCUUK-CVPT-20-74612
- g. **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. SCUUK- CVPT-15-66036
- h. **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
- i. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APNs 184-090-07-00 and 184-100-04-00
Negotiator: Sean White, Water Resources Director and Sage Sangiacomo, City Manager;
Negotiating Parties: Noble Vineyard Management
Under Negotiation: Instruction to negotiator will concern price and terms of payment.
- j. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units

Direction was given to staff.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 9:40 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approve the Purchase of a Caterpillar 926M Wheel Loader from Peterson CAT in the Amount of \$237,711.75 as Approved in the Fiscal Year 2021-2022 Capital Budget.

DEPARTMENT: Finance

PREPARED BY: Seth Strader, Buyer I

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Justification Form
2. Loader Quote

Summary: Council will consider approving the purchase of a Caterpillar 926M Wheel Loader from Peterson CAT in the amount of \$237,711.75 as approved in the Fiscal Year 2021-2022 Capital Budget

Background: In preparation for the 21/22 Fiscal Year budget, staff prepared and presented, which was subsequently approved and adopted in the budget. The Vehicle & Heavy Equipment Request & Justification Form for the purchase of a new loader as presented during budget approval can be found as Attachment #1. Note: the City's existing equipment 1988 Case W20C does not meet CARB standards and is limited to use of 200 hours per year.

Discussion: In developing the specifications, Staff analyzed the need for this equipment and specified a Caterpillar brand unit based on reliability and parts availability and local service. This equipment will be used for street maintenance activities, supporting water and sewer projects, loading waste bins, and other maintenance activities at the corporation yard facility and throughout the City.

Provided as Attachment #2 is the proposal from Peterson CAT. The pricing is based on the competitively solicited Source well Cooperative Purchasing Program, Contract Number 03251-CAT. Municipal Code Section 1522 allows for the City to participate in cooperative agreements like this one. It is Staff's recommendation for Council to approve the purchase of one Caterpillar 926M Wheel Loader from Peterson CAT in the amount of \$237,711.75 and is within the approved budget for this item.

Recommended Action: Approve the Purchase of a Caterpillar 926M Wheel Loader from Peterson CAT in the amount of \$237,711.75 as Approved in the Fiscal Year 2021-2022 Capital Budget.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 10024620.80100.E1413 - \$110,000 82027114.80100.E1413 - \$110,000
\$84027221.80100.E1413 - \$110,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Dave Kirch, Fleet Maintenance Supervisor & Mary Horger, Financial Services

Manager

Approved: 
Sage Sangiacomo, City Manager



Vehicle & Heavy Equipment Request & Justification

FOR FISCAL YEAR: 2021/2022

ITEM: Loader		ASSET USEFUL LIFE: 20 years		ESTIMATED COST: \$330,000
SUBMITTED BY: Dave Kirch, Fleet & Plant Maintenance Supervisor				
NEW REQUEST OR REPLACEMENT OF EXISTING?: Replacement				
DEPARTMENT(S)	DIVISION(S)	PROJECT CODE	ORG & OBJECT ACCOUNT CODE	PROPOSED BUDGETED AMOUNT FOR EACH DEPT/DIV
Water Resources	Water	TBD	82027114.80100	\$110,000.00
Water Resources	Wastewater	TBD	84027221.80100	\$110,000.00
Public Works	Streets	TBD	10024620.80100	\$40,000.00
Public Works	Corporation Yard	TBD	20824300.80100	\$70,000.00
EXISTING VEHICLE OR EQUIPMENT REQUESTING TO BE REPLACED				
CITY EQUIPMENT #	YEAR	MODEL	VIN/SERIAL #	
1411	1988	Case W20C	JAK0019261	
ESTIMATED LIFE IN MILEAGE/HOURS	CURRENT MILEAGE/HOURS	ORIGINAL PURCHASE PRICE		ESTIMATED SALVAGE/RESALE VALUE
6,000	5,000			\$5,000.00
CURRENT CONDITION: Poor				
MAINTENANCE COSTS TO DATE		ADDITIONAL NEEDED REPAIRS ESTIMATE (IF APPLICABLE)		MEET CARB STANDARDS?
Last 10 Years- \$21,000		None		NO
ESTIMATED OUT-OF-SERVICE TIME			PARTS AVAILABLE	
1,500 hours			Yes	
PROPOSED VEHICLE OR HEAVY EQUIPMENT				
PROPOSED EQUIPMENT SPECIFICATIONS (ATTACH ADDITIONAL DOCUMENTATION IF NECESSARY): 2021 Cat Loader				
EST. MILEAGE/HOURS PER YEAR		200-300 hours		
JUSTIFICATION/USE/NEED: <i>This equipment will be used daily to operate the asphalt zipper, clean homeless encampments, to support water and sewer projects, load waste bins and for maintenance of the Corporation Yard facility</i>				
COST/BENEFIT ANALYSIS: <i>The current equipment does not meet CARB standards and is limited to use of 200 hours per year</i>				
OTHER INDIRECT BENEFITS: N/A				
ALTERNATE SOLUTIONS EXPLORED: <i>upgrade emissions to meet current CARB standards is not an option as the equipment is not available</i>				
ADDITIONAL COMMENTS: N/A				
REVIEWED & APPROVED BY:		SIGNATURE		DATE
DEPARTMENT HEAD				
FLEET MAINTENANCE SUPERVISOR				



July 13, 2021

CITY OF UKIAH A/P
 300 SEMINARY AVE
 UKIAH
 California
 95482

Attention: DAVID KIRCH

RE: Quote 193722-01

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 926M Wheel Loaders

MACHINE SPECIFICATIONS

926M WHEEL LOADER	541-2670
LANE 2 - AVAILABLE FROM CLAYTON FACTORY.	
LANE 3 - AVAILABLE FROM CLAYTON FACTORY.	
Serial Number Prefix W5L	
PREP PACK, UNITED STATES	430-2943
STEERING, STANDARD	430-2996
DIFFERENTIAL, OPEN REAR	333-6529
ENVIRONMENT, STANDARD	536-5320
WEATHER, STANDARD	454-0609
HYDRAULICS, 3V, CPLR READY, SL	541-3073
HYDRAULICS, STANDARD, SL	536-5281
LINES, AUX 3RD, STD LIFT	530-1623
JUMPER LINES, AUX 3RD, FUSION	445-4725
LIGHTS, AUX, LED, PREMIUM	559-0844
LIGHTS, ROADING, LED, RH	541-3067
CAB, DELUXE	549-0451
SEAT, DELUXE	563-5967
RADIO READY, BLUETOOTH, MIC, AUX	378-0951
PRODUCT LINK, CELLULAR PL641	565-0908
TIRES, 20.5R25 BS VJT * L3	357-8902
FENDERS, STANDARD	366-8148
COUNTERWEIGHT, STANDARD	348-2579
KIT, SERIALIZED TECHNICAL MEDIA	0P-2491
RIDE CONTROL	430-2859
DETECTION, OBJECT (RADAR)	377-5660

WARNING, BEACON, LED STROBE	333-1425
SIDE MIRROR, RH	482-5167
GUARD, CRANKCASE	349-8163
QUICK COUPLER, FUSION	536-5313
CARRIAGE, CON, FORK, 72", FUS	538-3867
BUCKET-MP, 2.7 YD3, FUS	362-0902
Service Manuals	

SELL PRICE	\$248,462.56
EXT WARRANTY	Included
SOURCEWELL DISCOUNT PER CONTRACT# 032119-CAT	(\$30,128.00)
NET BALANCE DUE	\$218,334.56
MENDOCINO CO. TAX (CITY OF UKAIH) (8.875%)	\$19,377.19
AFTER TAX BALANCE	\$237,711.75

WARRANTY

Standard Warranty: 12 Month, Unlimited Hours Standard Warranty

Extended Warranty: 926-72 MO/1000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

F.O.B/TERMS: Willits

Accepted by _____ on _____

Signature

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
 Jack Drew
 Machine Sales Representative
 Peterson CAT
 (707) 489-3664
 JDrew@petersoncat.com



AGENDA SUMMARY REPORT

SUBJECT: Approve the Purchase of a 360X-200H Reclaimer from Asphalt Zipper in the Amount of \$163,154.63 as Authorized in the Fiscal Year 2021-2022 Capital Budget.

DEPARTMENT: Finance

PREPARED BY: Seth Strader, Buyer I

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Zipper Quote

Summary: Council will consider approving the purchase of a 360X-200H Reclaimer from Asphalt Zipper in the amount of \$163,154.63 as Authorized in the Fiscal Year 2021-2022 Capital Budget

Background: In preparation for the 21/22 Fiscal Year budget, staff prepared and presented, which was subsequently authorized and adopted in the budget, the purchase of a new CAT wheel loader. This reclaimer unit would act as a replacement for a 1994 Wirtgen W500 milling machine which is CARB Tier 0 compliant and has to be replaced.

Discussion: In developing the specifications, Staff analyzed the need for this equipment and specified an Asphalt Zipper brand unit based on it being a self-powered piece of equipment that can be mounted to a new loader rather than purchasing a more expensive dedicated reclaimer unit. This equipment will be used for street/water/sewer maintenance activities.

Provided as Attachment #1 is the proposal from Asphalt Zipper. The pricing is based on the competitively solicited H-GAC Cooperative Purchasing Program, Contract Number SM10-20. Municipal Code Section 1522 allows for the City to participate in cooperative agreements like this one.

The price of the Asphalt Zipper is \$40,000 more than the amount originally budgeted. This is because the budget was based on a V10 gas engine, which is no longer available. The engine included in this equipment is a Final Tier 4 engine - which complies with the strictest EPA emissions requirement for off-highway diesel engines. A budget amendment is unnecessary due to the fact that the purchase of the loader has come in under budget. The remaining funds for that purchase will be more than enough to cover this transaction.

It is Staff's recommendation for Council to approve the purchase of one (1) 360X-200H Reclaimer from Asphalt Zipper in the amount of \$163,154.63

Recommended Action: Approve the Purchase of a 360X-2005 Reclaimer from Asphalt Zipper in the amount of \$163,154.63 as Authorized in the Fiscal Year 2021-2022 Capital Budget.

BUDGET AMENDMENT REQUIRED: N/A

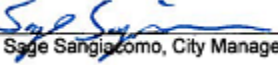
CURRENT BUDGET AMOUNT: 10024620.80100.E1001 - \$40,000, 82027114.80100.E1001 - \$40,000, 84027221.80100.E1001 - \$40,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Dave Kirch, Fleet Maintenance Supervisor & Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

#

831 East 340 South, American Fork, Utah 84003 tel: (801) 847-3200 fax: (801) 847-3250

Today's Date: **6/23/2021**

City of Ukiah CA

Expires: **9/21/2021**

Proposal good for 90 Days

Factory Rep: Ken Follett

Field Rep: Jason Paas

*Order Deposit:

Customer Signature: _____ **Date:** _____

Signature indicates acceptance of this Proposal/Invoice based on satisfactory performance of the Asphalt Zipper Machine

Terms and Conditions: This proposal is a preliminary estimate; all prices are in US Dollars. Final sales price subject to approval by Asphalt Zipper accounting. Price does NOT include sales tax or GST(Canada); applicable sales tax or GST will be added to final invoice. Machine availability and specifications are subject to change at anytime by Asphalt Zipper. *A Deposit is required for all orders. All returns and cancelled custom orders are subject to a 20% restocking fee plus any freight charges.

Asphalt Zipper®

360X



3' Cutting Width

Reclaimer/Stabilizer and Utility Trencher

with PATENTED ZipTec™ Enhanced Pulverizing System

LOADER MOUNT

Packed with technology, yet surprisingly simple to operate, the 360X harnesses the power and productivity of much larger, self-propelled reclaimers into a very powerful, versatile and affordable loader attachment. Powered by the latest Cummins intercooled turbo-diesel Tier 4 (Gen 2) Performance engine, the 360X will pulverize up to 12-inch-thick asphalt in a single pass. The innovative upgrades and improvements throughout this new-generation Asphalt Zipper dramatically improve production in thicker asphalt, reliability and longevity of the machine, and ease of use. Opening utility trenches in asphalt, street patches, full road repairs, and base stabilization are just a few of its many uses.

Completely re-engineered, with new features and improvements throughout



Upgraded control panel and wireless remote with expanded functionality

200 hp Cummins Tier 4 (Gen 2) Performance engine for quieter, cleaner power

Hardox®-reinforced steel frames with greater internal abrasion resistance, for longer life

Hydraulically activated auto-adjusting clutch, remote engage, and loader operator's safety stop

Improved Z-Pro™ X cutter head for greater production with better material gradation

Heavier-duty planetary / gear box for even greater durability

Full-range depth adjustment, independent of the loader

Automatic hydraulic belt tensioning that is dynamically self-adjusting and releases tension when not in use, for greater longevity

Upgraded control box for cab of host vehicle, with improved display

Push cooling for lower under-hood temperatures

Innovative liquid cooling jacket for up to 5× improved planetary cooling

Quick-Load™ guiding system on all custom trailers, for easier loading

And much more ...

Milling sled for easier leveling

Integrated ZipTec™ Enhanced Pulverizing System, with full depth range, contained grinding chamber, and an adjustable baffle for controlling material size



Custom tandem-axle trailer (optional) with quick-load guiding system, low center of gravity, convenient working deck and built-in custom toolbox, enables the 360X to be hauled behind a 1-ton pickup truck.

Specifications

Model	360X-200H
Engine	 Cummins 200 hp HOT-ROD Turbo-Diesel Tier 4 (Gen 2) Performance
Torque	576 ft·lb 781 N·m
Weight	7400 lbs 3357 kg
Cutting Width	36 in (30", 24", 20", 18" available) 914 mm (762, 609, 508, 457 mm available)
Cutting Depth	0 to 12 in 0 to 305 mm

Asphalt Zipper reserves the right to change specifications at any time. U.S. Patent nos. 7036252, 7066555, 7144087, 8177456, 10086867. Other U.S. and international patents pending.



Asphalt Zipper

World Leader in Portable Reclaimers/Stabilizers and Utility Trenchers



Toll-free: 888-ZIPPER-8 (947-7378)
310 West 700 South, Pleasant Grove, UT 84062
Main: 801-847-3200 • Fax: 801-847-3250
www.asphaltzipper.com

Standard Features

Cutter Head	Z-Pro™ X
Cutting Bits	Double-carbide, bullet-head
Containment System	ZipTec™ Enhanced Pulverizing System
Planetary	Fairfield Magnum-duty
Depth Control	Hydraulic (infinitely adjustable)
Rear Baffle	5-position, adjustable
Bit Hatch	EZ-Lift™ manually opening
Mounting System	Versa-Mount™ hydraulic, bottom-clamping Universal Coupler
Controls and Monitoring	- Control Panel (on machine) - Control Box (for host vehicle) - Wireless Remote (for grounds-man)
Transport	Tows behind 1-ton pickup on tandem-axle trailer.
Additional Features	- Built-in spray system - Hydraulic belt tensioning - Planetary cooling jacket - Push fan under-hood cooling

Available Options

Accu-Trak™ Wheel Assist
Side Shift and Tilt
Optional Mounting Systems: - Quick Coupler - Versa-Mount™ Quick Coupler
Water Supply Systems: - Hitch-Mount (300-gallon) - Pivoting Frame-Mount (100-gallon)
Custom Trailer



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for Pedestrian Access Improvements Project, Specification No. 20-16, at the Crosswalk Across South Dora Street and Luce Avenue.

DEPARTMENT: Public Works

PREPARED BY: Andrew Stricklin, Associate Engineer

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Notice of Completion - Spec 20-16

Summary: Staff is submitting a report to the City Council that recommends accepting the completion of the Pedestrian Access Improvements Project, Specification No. 20-16 at the crosswalk across South Dora Street and Luce Avenue.

Background: As brought to the attention of City Council and the Public Works Department at the August 5, 2020 meeting, a request was made to provide safety improvements at the crosswalk across S. Dora Street and Luce Avenue. It was determined a traffic calming measure with higher pedestrian visibility could be employed at this location.

This project was designed to improve the crosswalk safety at the corner of Luce Avenue and South Dora Street adjacent to the Mayacama Industries facility at 990 South Dora Street. Improvements included curb extensions on both sides of the Dora Street crosswalk, median speed reducers and improved crosswalk striping.

City Staff completed plans and specifications, which were approved by Council at the March 17, 2021 meeting. Construction of this project was awarded to Northwest Construction Inc. in the amount of \$42,244 plus a \$5,000 or 10% contingency at the City Council meeting on May 19, 2021.

Discussion: The work of the contract was completed by the contractor in substantial conformance with the approved plans and specification on August 13, 2021. The City Engineer approved an overage in quantities in the amount of \$4,027.30 for additional traffic striping work. Based on actual quantities constructed and the authorized contract change order, the final contract cost was \$46,271.30. Final payment of the retention will be made to the contractor after 35 days from the date the Notice of Completion (Attachment 1) is filed with the County Recorder.

Recommended Action: Accept the work as complete and direct the City Clerk to file the Notice of Completion with the County Recorder for Pedestrian Access Improvements Project, Specification No. 20-16.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 12024200.80230.18273: \$47,244

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Fund 120 Measure Y

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Director of Public Works/City Engineer

Approved: 
Sage Sangiacomo, City Manager

Please return to:

CITY OF UKIAH
300 Seminary Avenue
Ukiah, California 95482-5400
(707) 463-6200

No fee pursuant to Government Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the real property described is owned by the following whose address is: City of Ukiah, a Municipal Corporation, 300 Seminary Avenue, Ukiah, California 95482-5400.
2. That the nature of the title to the Pedestrian Access Improvements Project, Specification No. 20-16 of all said owners is that of fee simple.
3. That on the 13th day of August, 2021, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is Northwest Construction Inc., 9011 Colony Drive, Redwood Valley, CA 95470.
5. That the real property herein referred to is described as the specific section of South Dora Street in Mendocino County, California within the Ukiah City Limits located at the crosswalk of South Dora Street and Luce Avenue.

I hereby certify under penalty of perjury that the forgoing is true and correct:

City Council Approval

CITY OF UKIAH, a Municipal Corporation

Date

By: _____
Kristine Lawler, City Clerk

Date

State of California

County of Mendocino

Exempt from recording fees pursuant to Government Code Section 27383



AGENDA SUMMARY REPORT

SUBJECT: Award of Contract to Pavement Coatings Co. in the Amount of \$321,078.00 for the 2021 Slurry Seal of Local Streets.

DEPARTMENT: Public Works

PREPARED BY: Daniel Flores, Engineer Technician

PRESENTER: Consent Calendar

ATTACHMENTS:

1. PLANS - SLURRY SEAL OF LOCAL STREETS 21-03
2. Bid Results Spec 21-03 Slurry Seal
3. Apparent Low Bid

Summary: Council will consider awarding a contract to Pavement Coatings Co. in the Amount of \$321,078 for the 2021 Slurry Seal of Local Streets.

Background: On May 5, 2021, Council approved the Plans and Specifications for the 2021 Slurry Seal of Local Streets Project, Specification No. 21-03, and authorized staff to request bids.

The proposed project will rehabilitate pavement with slurry seal of various local Ukiah streets as proposed in the project specification. Refer to the documents shown in the plans at bid time (Attachment #1) for the street locations.

The engineer's estimate, for construction contract items for this project was \$306,623.25, and the Council approved project budget for this is \$350,000.

Discussion: Bids were received until August 26, 2021, at which time five bids were received. The bid tabulation is included as Attachment #2.

The lowest responsible bidder was Pavement Coatings Co. with a bid in the amount of \$321,078.00. A copy of their bid is provided for as Attachment #3.

It is therefore Staff's recommendation to award the bid to Pavement Coatings Co.

Recommended Action: Award contract to Pavement Coatings Co. in the amount of \$321,078.00 for the 2021 Slurry Seal of Local Streets.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 12024200.52100.18252: \$350,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Fund 120 Measure Y

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Director of Public Works / City Engineer

Approved: 
Sage Sangiacomo, City Manager

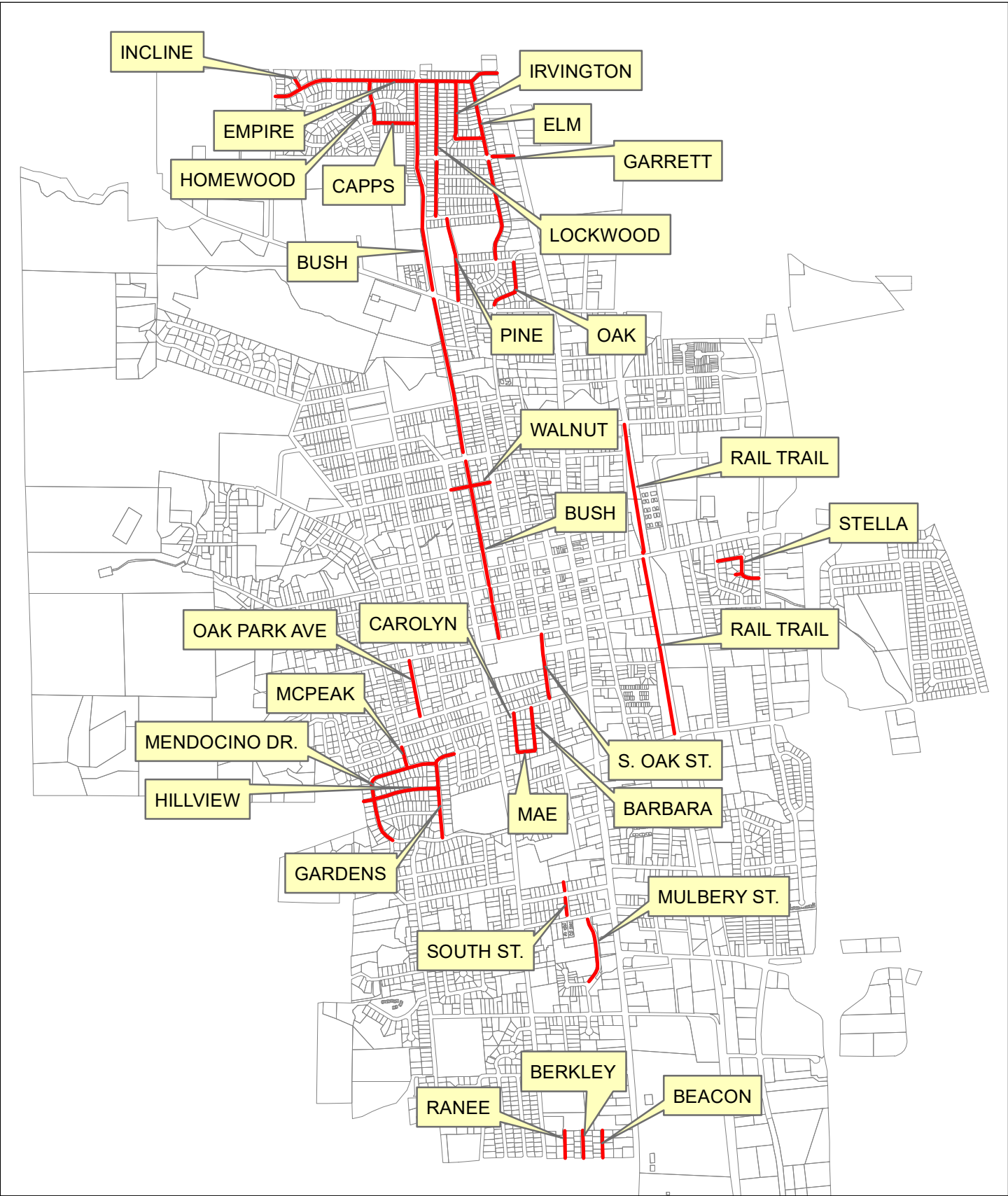
SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 21-03

VARIOUS LOCATIONS WITHIN UKIAH, CALIFORNIA

UKIAH VICINITY MAP
NO SCALE

APRIL 2021



GENERAL NOTES:

ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL CONFORM TO THE 2010 EDITION OF THE CALTRANS STANDARD PLANS AND SPECIFICATIONS, THESE IMPROVEMENT PLANS AND THE PROJECT SPECIAL PROVISIONS.

CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF THE PROJECT, INCLUDING SAFETY OF ALL PROPERTY; THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

CONTRACTOR SHALL CONFINE HOURS OF CONSTRUCTION OPERATION TO 7 A.M. TO 6 P.M. MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER. CONTRACTOR SHALL REFERENCE EXISTING STRIPING AND MARKINGS PRIOR TO BEGINNING WORK AND SHALL RESTRIPE TO MATCH PRE-CONSTRUCTION STRIPING. SEE TABLE 1 FOR QUANTITIES.

QUANTITIES NOTED FOR SLURRY SEAL ARE BASED ON FIELD MEASUREMENTS AND ARE SHOWN IN TABLE 1.

SLURRY SELECTION

CITY OF UKIAH		
SLURRY SEAL OF LOCAL STREETS		
COVER SHEET		
SCALE:	CITY APPROVAL BY:	DRAWN BY:
NOT TO SCALE		D.F.
DATE:		CHECKED BY:
APRIL 2021	TIM ERIKSEN	J.T.
SPECIFICATION NUMBER:		DRAWING NUMBER:
21-03	DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	1 OF 3
DRAWING FILE:		
S:\Public Works\PROJECTS\Public Works\2021\Spec No 21-03 Slurry Seal Local Streets		

SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 21-03

VARIOUS LOCATIONS WITHIN
UKIAH, CALIFORNIA

APRIL 2021

TABLE 1: QUANTITIES

STREET SECTIONS			FIELD LENGTH (FT)	VARIABLE WIDTH (FT)	SLURRY SEAL AREA (SY)	QUANTITIES		PAVEMENT MARKERS	PAVEMENT MARKINGS					DOUBLE SLURRY
STREET NAME	FROM	TO				MH (EA)	VALVE/ MON. / SCO (EA)	REFLECTIVE MARKERS (EA)	BIKE LANE (EA)	STOP MARKING (EA.)	SCHOOL XING	ADA PARKING STALL	PARKING STALL	
								BLUE	WHITE	WHITE	YELLOW	-	-	
Barbara St.	N. SIDE MAE	S. SIDE W. MILL ST.	533	38	2250	2	3	0	-	1	-	-	-	X2
Beacon Way	N. SIDE BEACON LN.	END	360	28	1120	1	2	0	-	-	-	-	-	-
Berkley way	N. SIDE BEACON LN.	END	369	35	1435	1	2	0	-	-	-	-	-	-
Bush St.	N. SIDE LOW GAP	S SIDE EMPIRE	2783	47	14533	5	26	5	6	5	-	-	-	-
Bush St.	N. SIDE N. CLAY	S. SIDE W. STEPHENSON ST.	202	44	988	0	1	1	-	2	-	-	-	-
Bush St.	N. SIDE W. STEPHENSON ST.	S. SIDE W. CHURCH ST	211	43	1008	0	0	0	-	2	-	-	-	-
Bush St.	N. SIDE W. CHURCH	S. SIDE W PERKINS	201	43	960	0	1	1	-	2	-	-	-	-
Bush St.	N. SIDE W. PERKINS	S. SIDE WALNUT	201	43	960	3	12	3	-	8	-	-	-	-
Bush St.	N. SIDE WALNUT	S. SIDE GROVE	329	45	1645	0	3	0	-	2	-	-	-	-
Bush St.	S. SIDE LOW GAP	N. SIDE GROVE	2106	46	10764	13	20	6	6	3	2	-	-	-
Carolyn St.	N. SIDE MAE	S. SIDE W. MILL ST.	482	38	2035	0	4	1	-	1	-	-	-	X2
Capps Ln	W. SIDE HOMEWOOD DR.	W. SIDE N. BUSH ST.	545	35	2119	3	9	1	-	1	-	-	-	-
Elm St.	N. SIDE GARRETT	S. SIDE EMPIRE	958	35	3726	3	7	2	-	2	-	-	-	-
Elm St.	S. SIDE GARRETT	N. SIDE MAGNOLIA	1,322	36	5288	6	13	4	-	1	-	-	-	-
Empire Dr.	E. SIDE DESPINA	W. SIDE STATE	2,960	36	11840	11	26	3	-	5	-	-	-	-
Gardens Ave.	N. SIDE MENDOCINO DR.	S SIDE MENDOCINO DR.	944	37	3881	3	4	2	-	-	2	-	-	-
Garrett Dr.	E. SIDE ELM	W. SIDE STATE	333	34	1258	0	1	-	-	1	-	-	-	-
Hillview Ave.	W. SIDE GARDENS AVE.	E SIDE MENDOCINO DR.	820	37	3371	2	3	2	-	-	-	-	-	-
Hillview Ave.	E. SIDE MENDOCINO DR.	END	120	37	493	-	1	-	-	-	-	-	-	-
Homewood Dr.	S. SIDE EMPIRE	W. SIDE CAPPS LN	521	44	2547	1	7	1	-	2	-	-	-	-
Incline	N. SIDE EMPIRE	END	144	56	896	1	2	1	-	1	-	-	-	-
Irvington Dr.	S. SIDE EMPIRE	W. SIDE ELM	1,092	40	4853	3	4	2	-	1	-	-	-	X2
Lockwood Dr.	S. SIDE EMPIRE	N. SIDE GARRETT	942	36	3768	2	3	2	-	1	-	-	-	-
Lockwood Dr.	S. SIDE GARRETT	N. SIDE ARLINGTON DR	740	35	2878	2	8	2	-	2	-	-	-	-
Mae St.	W. SIDE MAE	E. SIDE MAE	270	46	1380	2	2	1	-	-	-	-	-	X2
Mendocino Dr.	W. SIDE S. SPRING ST.	END OF MARK ON STREET	2,040	36	8160	5	10	-	-	-	-	-	-	-
McPeak ST.	N. MENDOCINO DR.	S SIDE W. MILL ST.	248	28	772	-	-	-	-	1	-	-	-	-
Mulbery St.	S. OBSERVATORY	BEGINNING CREEKSIDE ST.	862	36	3448	7	16	2	-	-	-	-	-	-
N. Pine ST.	N. SIDE LOW GAP	S. SIDE ARLINGTON	1,099	36	4396	3	11	3	-	2	-	1	-	-
Oak Park	N SIDE JONES ST	S. SIDE CLAY ST.	740	34	2796	1	9	1	-	1	-	-	-	-
Oak St.	N. SIDE MILL ST.	S. SIDE CLAY ST.	850	40	3778	2	9	-	-	2	-	-	20	-
Oak St.	S. SIDE MAGNOLIA	N. SIDE LOW GAP	770	32	2738	2	4	1	-	1	-	-	-	-
Rail Trail (TYPE I SLURRY)	S. SIDE CLARA	N. SIDE GOBBI	4,032	11	4928			-	-	-	-	-	-	-
Ranee Ln	N. SIDE BEACON LN.	END	348	28	1083	1	2	2	-	-	-	-	-	-
South St.	N. SIDE OBSERVATORY	S. SIDE LUCE	230	40	1022	-	-	-	-	2	-	-	-	-
South St.	N. SIDE LUCE	PROPERTY LIMITS	115	40	511	-	-	-	-	1	-	-	-	-
Stella Dr.	W SIDE S. ORCHARD	E SIDE WARREN DR.	870	36	3480	2	4	1	-	1	-	-	-	-
Walnut	E. SIDE DORA	W. SIDE N PINE	514	36	2,056	1	3	1	-	1	-	-	-	-
TOTAL			32,206	1,427	125,165	88	232	51	12	55	4	1	20	4

CONTRACTOR IS RESPONSIBLE FOR REPLACING EXISTING ADA HATCHED ACCESS AISLES NEAR ADA PARKING SPACES.

CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS

TABLES

SPECIFICATION NUMBER: 21-03

DRAWING NUMBER:

S:\Public Works\PROJECTS\Public Works\2021\Spec No 21-03 Slurry Seal Local Streets2 OF 3

SLURRY SEAL OF LOCAL STREETS
SPECIFICATION NUMBER 21-03
VARIOUS LOCATIONS WITHIN
UKIAH, CALIFORNIA
APRIL 2021

TABLE 2: QUANTITIES

STREET SECTIONS			FIELD LENGTH (FT)	VARIABLE WIDTH (FT)	SLURRY SEAL AREA (SY)	TRAFFIC STRIPING					THERMOPLASTIC PAVEMENT MARKINGS				
STREET NAME	FROM	TO				SOLID 4" (LF)	SOLID 8" (LF)	SOLID DOUBLE 4" (LF)	BROKEN 4" (LF)	BIKE LANE 4" (LF)	CROSSWALK (LF)	CROSSWALK (LF)	DIRECTIONAL ARROW	STOP BAR (LF)	LADDER XWALK (SF)
						YELLOW	WHITE	YELLOW	YELLOW	WHITE	WHITE	YELLOW	WHITE	WHITE	YELLOW
Barbara St.	N. SIDE MAE	S. SIDE W. MILL ST.	533	38	2250	-	-	-	-	-	-	-	-	19	-
Beacon Way	N. SIDE BEACON LN.	END	360	28	1120	-	-	-	-	-	-	-	-	-	-
Berkley	N. SIDE BEACON LN.	END	369	35	1435	-	-	-	-	-	-	-	-	-	-
Bush St.	N. SIDE LOW GAP	S SIDE EMPIRE	2783	47	14533	176	106	329	2117	9448	-	292	3	27	-
Bush St.	N. SIDE N. CLAY	S. SIDE W. STEPHENSON ST.	202	44	988	-	-	-	-	-	44	88	-	-	-
Bush St.	N. SIDE W. STEPHENSON ST.	S. SIDE W. CHURCH ST	211	43	1008	-	-	-	-	-	86	-	-	-	-
Bush St.	N. SIDE W. CHURCH	S. SIDE W PERKINS	201	43	960	-	-	-	-	-	86	-	-	-	-
Bush St.	N. SIDE W. PERKINS	S. SIDE WALNUT	201	43	960	-	-	-	-	-	258	-	-	86	-
Bush St.	N. SIDE WALNUT	S. SIDE GROVE	329	45	1645	109	-	-	180	-	-	90	-	21	-
Bush St.	S. SIDE LOW GAP	N. SIDE GROVE	2106	46	10764	50	80	220	1660	7522	-	244	1	-	688
Carolyn St.	N. SIDE MAE	S. SIDE W. MILL ST.	482	38	2035	-	-	-	-	-	-	-	-	19	-
Capps Ln	W. SIDE HOMEWOOD DR.	W. SIDE N. BUSH ST.	545	35	2119	-	-	-	-	-	114	-	-	-	-
Elm St.	N. SIDE GARRETT	S. SIDE EMPIRE	958	35	3726	-	-	-	-	-	-	-	-	35	-
Elm St.	S. SIDE GARRETT	N. SIDE MAGNOLIA	1,322	36	5288	50			543	-	-	-	-	26	
Empire Dr.	E. SIDE DESPINA	W. SIDE STATE	2,960	36	11840	609	-	500	1323	-	72	-	2	70	-
Gardens Ave.	N SIDE MENDOCINO DR.	S SIDE MENDOCINO DR.	944	37	3881	-	-	-	-	-	-	-	-	18.5	370
Garrett Dr.	E. SIDE ELM	W. SIDE STATE	333	34	1258	-	-	-	-	-	-	68	-	-	-
Hillview Ave.	W. SIDE GARDENS AVE.	E SIDE MENDOCINO DR.	820	37	3371	-	-	-	-	-	-	-	-	-	-
Hillview Ave.	E. SIDE MENDOCINO DR.	END	120	37	493	-	-	-	-	-	-	-	-	-	-
Homewood Dr.	S. SIDE EMPIRE	W. SIDE CAPPS LN	521	44	2547	482	-	-	-	-	-	-	-	-	-
Incline	N. SIDE EMPIRE	END	144	56	896	-	-	-	-	-	-	-	-	24	-
Irvington Dr.	S. SIDE EMPIRE	W. SIDE ELM	1,092	40	4853	-	-	-	-	-	-	-	-	20	-
Lockwood Dr.	S. SIDE EMPIRE	N. SIDE GARRETT	942	36	3768	-	-	-	-	-	-	-	-	25	-
Lockwood Dr.	S. SIDE GARRETT	N. SIDE ARLINGTON DR	740	35	2878	-	-	-	-	-	-	-	-	35	-
Mae	W. SIDE MAE	E. SIDE MAE	270	46	1380		-	-	-	-	-	-	-	-	-
Mendocino Dr.	W. SIDE S. SPRING ST.	END OF MARK ON STREET	2,040	36	8160										
McPeak St.	N. SIDE MENDOCINO DR.	S SIDE W. MILL ST.	248	28	772	-	-	-	-	-	-	-	-	14	-
Mulbery St.	S. OBSERVATORY	BEGINNING CREEKSIDE ST.	862	36	3448	-	-	-	-	-	-	-	-	-	-
N. PINE ST.	N. SIDE LOW GAP	S. SIDE ARLINGTON DR.	1,099	36	4396	200	-	-	445		-	-	-	40	-
Oak Park	N SIDE JONES ST	S. SIDE CLAY ST.	740	34	2796	-	-	-	-	-	80	-	-	-	-
Oak St.	N. SIDE MILL ST.	S. SIDE CLAY ST.	850	40	3778	110	-	-	540	-	240	-	-	20	-
Oak St.	S. SIDE MAGNOLIA	N. SIDE LOW GAP	770	32	2738	-	-	-	-	-	-	-	-	16	-
Rail Trail (TYPE I SLURRY)	S. SIDE CLARA	N. SIDE GOBBI	4,032	11	4928	-	-	-	-	-	-	-	-	-	-
Ranee Ln	N. SIDE BEACON LN.	END	348	28	1083	-	-	-	-	-	-	-	-	-	-
South St.	N. SIDE OBSERVATORY	S. SIDE LUCE	230	40	1022	-	-	-	-	-	-	-	-	40	-
South St.	N. SIDE LUCE	PROPERTY LIMITS	115	40	511	-	-	-	-	-	-	-	-	20	-
Stella Dr.	W SIDE S. ORCHARD	E SIDE WARREN DR.	870	36	3480	-	-	-	-	-	-	-	-	18	-
Walnut	E. SIDE DORA	W. SIDE N PINE	514	36	2,056	90	-	-	324	-	68	-	-	19	-
TOTAL			32,206	1,427	125,165	1,876	186	1,049	7,132	16,970	1,048	782	6	613	1,058

CONTRACTOR IS RESPONSIBLE FOR REPLACING EXISTING ADA HATCHED ACCESS AISLES NEAR ADA PARKING SPACES.

CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS

TABLES

SPECIFICATION NUMBER: 21-03

DRAWING NUMBER: 3 OF 3

S:\Public Works\PROJECTS\Public Works\2021\Spec No 21-03 Slurry Seal Local Streets

ATTACHMENT #2

TIME: 2:00 p.m.

	<u>COMPANY</u>	<u>AMOUNT</u>
1.	Pavement Coatings, Co.	\$ 321,078.00
2.	Dryco Construction	\$ 477,422.71
3.	American Asphalt	\$ 340,897.90
4.	Intermountain Slurry Seal, Inc.	\$ 395,395.00
5.	VSS International	\$ 334,700.00
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		

Kristine Lawler
Kristine Lawler, City Clerk

Seth Strader
Mary Horger, Finance Services Manager
Seth Strader, Buyer 1

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
SLURRY SEAL OF LOCAL STREETS**

Specification No. 21-03

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

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

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

BIDDING SCHEDULE

In 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 #:
PROJECT NAME:

Pavement Coatings Co.
21-03
SLURRY SEAL OF LOCAL STREETS

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	Traffic Control	LS	1	\$55,000.00	\$ 55,000.00
2	Slurry Seal	SY	125,165	\$ 1.65	\$ 206,522.25
3	Solid Yellow 4" Traffic Stripe	LF	41,876 1,876	\$ 0.65	\$ 1,219.40
4	Solid Double Yellow 4" Traffic Stripe	LF	1,049	\$ 2.50	\$ 2,622.50
5	Broken Yellow 4" Traffic Stripe	LF	7,132	\$ 0.65	\$ 4,635.80
6	Bike Lane 4" White Traffic Stripe	LF	18,970	\$ 0.65	\$ 11,030.50
7	Solid White 8" Stripe	LF	186	\$ 2.30	\$ 427.80
8	Thermoplastic White Crosswalk	LF	1048	\$ 6.00	\$ 6,288.00
9	Thermoplastic Yellow Crosswalk	LF	782	\$ 6.00	\$ 4,692.00
10	Thermoplastic Ladder Crosswalk	SF	1,058	\$ 6.40	\$ 6,771.20
11	Thermoplastic Stop Bar	LF	613	\$ 6.00	\$ 3,678.00
12	Thermoplastic Pavement Markings	LS	1	\$ 1,400.00	\$ 1,400.00
13	Pavement Markings	LS	1	\$ 16,500.55	\$ 16,500.55
14	Pavement Markers	LS	1	\$ 290.00	\$ 290.00
TOTAL BID ==>>					\$ 321,078.00

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 August 20, 2021.

Licensed in accordance with an act providing for the registration of California Contractors License No. 303609, expiration date 09/30/2022.

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: 1000003382

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



Tim Schmid, Vice President
Pavement Coatings Co.

2150 Bell Ave., Suite 125 Sacramento, CA 95838

(916) 642-1751, (916) 313-3438

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.

10240 San Sevaine Way Jurupa Valley, CA 91752

Doug Ford, President, Tom Mucenski, Secretary, Nathan Beyler, Treasurer

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: City of Ukiah

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.

SLURRY SEAL OF LOCAL STREETS


(Signature of Bidder)

Tim Schmid, Vice President

Business Mailing Address:

2150 Bell Ave., Suite 125

Sacramento, CA 95838

Business Location:

2150 Bell Ave., Suite 125

Sacramento, CA 95838

(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 20 day of August, 2021

Signature of Bidder, with Business Address:



Tim Schmid, Vice President
2150 Bell Ave., Suite 125

Sacramento, CA 95838



CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:



Date 8/20/2021
Tim Schmid, Vice President

2150 Bell Ave., Suite 125

Sacramento, CA 95838

(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
Sierra Traffic Markings, Inc.	755317	1000002783	9725 Del Road, Ste. B Roseville, CA. 95747	Bid Item #'s 1 (partial), 3-14

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 SEE ATTACHED

SIGNATURE(S) OF BIDDER

Accompanying this proposal is a 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.

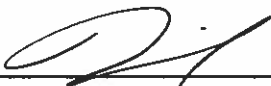
Pavement Coatings Co.

Doug Ford, President, Tom Mucenski, Secretary, Nathan Beyler, Treasurer,

Tim Schmid, Vice President

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

License No. 303609, License Expiration Date 09/30/2022

Signature(s) of Bidder: 

Tim Schmid, Vice President

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: 2150 Bell Ave., Suite 125

Sacramento, CA 95838

Place of residence: 2150 Bell Ave., Suite 125

Sacramento, CA 95838

Dated:

8/20/2021

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Pavement Coatings Co.

_____, as PRINCIPAL and

The Ohio Casualty 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% of Amt. 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 26th, 2021 for SLURRY SEAL OF LOCAL STREETS

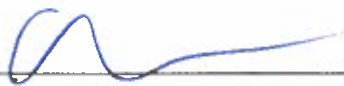
NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two 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 16th day of August,
A.D. 20 21.

 _____ (Seal)

Tim Schmid, Vice President _____ (Seal)

Pavement Coatings Co. _____ (Seal)
Principal

 _____ (Seal)

Evett Lam, Attorney-in-Fact _____ (Seal)

The Ohio Casualty Insurance Company _____ (Seal)
Surety

Address: 175 Berkeley Street,
Boston, Massachusetts 02116

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 Orange)

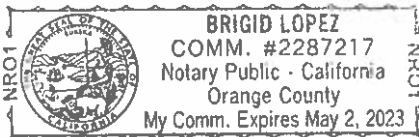
On August 16, 2021 before me, Brigid Lopez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Evett Lam
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 Brigid Lopez
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: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205623-971991**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian A. McGoldrick; Brigid Lopez; Evett Lam; Richard L. Wells

all of the city of Placentia state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of August, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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.

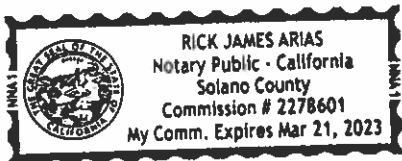
State of California)

County of Sacramento)On August 20 2021 before me, Rick James Arias, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Tim Schmid
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: _____

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 SLURRY SEAL OF LOCAL STREETS 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.

Tim Schmid

Vice President

Signature(s) of Bidder

Business Address: 2150 Bell Ave., Suite 125

Sacramento, CA 95838

Place of Residence: 2150 Bell Ave., Suite 125

Sacramento, CA 95838

NOTARIZATION

Subscribed and sworn to before me this ____ day of ____, 20__.

***SEE ATTACHED JURAT**

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

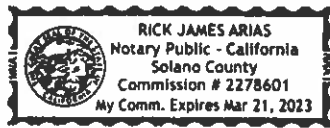
My Commission Expires _____, 20__.

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 Sacramento

Subscribed and sworn to (or affirmed) before me on this 20
day of August, 2021, by Tim Schmid

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



(Seal)

Signature _____

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a horizontal line.

Experience Statement

PAVEMENT COATINGS CO.

2150 Ball Ave Suite 125, Sacramento, CA 95838, Phone (916) 642-1751, Fax: (916) 313-3438
Contractor's License Number 303609; DIR #100003382

Project Name & Location	Owner	Owner Contact	Architect/Engineer Contact	Construction Manager Contact	Description	Scope	Contract Amount	Fiscal Cost	Liquidated Damages	Stop Notices & Mechanic Liens	Date Project Started	Time Extensions Granted (Numbers of Days)	Actual Date of Completion	General or Subcontractor
Annual Street Repair and Resurfacing Slurry Seal Rubber Cape Seal	Town of Los Gatos 110 E. Main Street Los Gatos, CA. 95030	Kevin Saffridge 408.827.3540 ksaffridge@losgatosca.gov	N/A	Yusuf Lawlis 916-642-1751	AR Cape Seal, AR Chip Seal, Slurry Seal, Crack Seal, Chip Seal, 260,000 SY Slurry Seal, Crack Seal	38,400 SY AR Cape Seal, 1,300 SY AR Slurry Seal, 260,000 SY Slurry Seal, Crack Seal	\$1,980,512.45	\$1,980,512.45	None	None	6/2/2020	0	6/16/2020	General Contractor
2020 Cape Seal and Microsurfacing Project	County of San Mateo 555 County Center Redwood City, CA. 94063	Zack Azzari 650.596.1465 zazzari@remcoinc.org	N/A	Jake Boggess 916-642-1751	Cape Seal, Crack Seal, Microsurfacing	98,910 SY Cape Seal, Crack Seal, 4,650 SY Microsurfacing	\$1,380,934.40	\$1,380,934.40	None	None	8/30/2020	0	10/5/2020	General Contractor
RFP #2 Surface Treatment Cameron Park & Diamond Springs	County of El Dorado Procurement and Contracts 2850 Fairlane Court Pleasantville, California 95667	Brian Mullins 530.409.8004 brian.mullins@edogov.us	N/A	Yusuf Lawlis 916-642-1751	Type II Microsurfacing, Rubber Chip Seal	Type II Micro 136,387 SY Rubber Chip Seal 136,387 SY	\$1,092,775.00	\$1,092,775.00	None	None	7/6/2020	0	7/23/2020	General Contractor
2020 Pavement Crack Seal Project	City of Fremont 3300 Capital Ave. Fremont, CA 94538	Edward Nakayama 510.494.4775 enakayama@fremont.gov	N/A	Yusuf Lawlis 916-642-1751	Crack Seal	45,000 LBS Crack Seal	\$295,250.00	\$295,335.80	None	None	3/2/2020	0	4/21/2020	General Contractor
2019 Pavement Crack Seal Project	City of Fremont 3300 Capital Ave. Fremont, CA 94538	Edward Nakayama 510.494.4775 enakayama@fremont.gov	N/A	Yusuf Lawlis 916-642-1751	Crack Seal	50,000 LBS Crack Seal	\$270,000.00	\$234,101.20	None	None	5/28/2019	0	7/20/2019	General Contractor
2018 Pavement Crack Sealing	City of Lodi 221 West Pine Street P.O. BOX 3000 Lodi, CA 95241-1910	Andrew Dalrymple 209.333.6800 edaltymple@lodi.gov	N/A	Yusuf Lawlis 916-642-1751	Crack Seal	Crack Seal - 678,690 SF	\$38,898.98	\$65,483.98	Micro	None	4/15/2019	0	5/15/2019	General Contractor
King County CMAQ Seal at Various Locations	King County 1400 W. Lacey Blvd Burien, CA 98148	Dominic Tykarski 509.852.2068 dominic.tykarski@co.king.ca.us	N/A	Yusuf Lawlis 916-642-1751	Chip Seal	Chip Seal 288,351 SY	\$441,820.00	\$441,820.00	None	None	7/30/2019	0	10/15/2019	Sub Contractor
Urban Pavement Preservation, Phase C	County of Stanislaus 1010 16th Street, STE 6700 Modesto, CA. 95354	Barlow Taylor 209.225.0280 taylorb@stancounty.com	N/A	Jake Boggess 916-642-1751	Asphalt Rubber Chip Seal, Slurry Seal, Crack Seal	AR Chip Seal 259,483 SY, Slurry Seal 259,483 SY, 50 Unit Crack Treatment	\$2,459,500.00	\$2,572,184.60	None	None	5/5/2020	0	5/14/2020	General Contractor
Fremont, Tesla Parking lot	Dryco Construction, Inc. 42745 Basal Road, Fremont, CA 94538	Ryan Sali 510.773.8655 ryana@dryco.com	N/A	Yusuf Lawlis 916-642-1751	Chip Seal	Chip Seal 387 75 TN, Chip Seal 516 75 TN	\$83,160.00	\$83,160.00	None	None	8/14/2019	3	8/21/2019	Sub Contractor
2019 Asphalt Rubber Cape Seal and Micro-Surface Seal Project No. 0872-6U2164-190072	County of Contra Costa 255 Glacier Drive Martinez, CA. 94553	Daria Morabe 925.726.8001 daria.morabe@pcv-county.us	N/A	Yusuf Lawlis 916-642-1751	Asphalt Rubber Chip Seal, Slurry Seal, Microsurfacing	AR Binder (AR Chip Seal) 914 TN, Slurry Seal (AR Chip Seal) 3,905 TN, Slurry Seal (7.818 TN, Microsurfacing (Aggregate) 409 TN, Microsurfacing (Emulsion) 109 TN	\$3,381,062.00	\$3,540,571.20	None	None	7/8/2019	0	9/27/2019	General Contractor
Double Chip Seal & Microsurfacing, RDS1	County of San Mateo 1195 Third Street Napa, CA. 94550	Frank Luccio 707.250.5377 frank.luccio@countysanmateo.org	N/A	Jake Boggess 916-642-1751	Double Chip Seal, Microsurfacing	25,000 SY Double Chip Seal, 25,000 SY Microsurfacing	\$259,881.00	\$259,881.00	None	None	9/1/2019	0	10/1/2019	General Contractor
Bayside Cape & Slurry Seal Project	City of San Jose 201 W Mission St. San Jose, CA 95110	Beth Tran 408.716.6457 beth.tran@cityofsanjose.org	N/A	Jake Boggess 916-642-1751	Cape Seal	68,270 SY Cape Seal with microsurfacing Top Layer, 165,340 SY Slurry Seal	\$1,061,025.00	\$1,505,289.43	None	None	8/3/2019	0	8/27/2019	General Contractor
2019 Local Streets Rubberized Slurry Seal Project	City of San Jose 201 W Mission St. San Jose, CA 95110	Beth Tran 408.716.6457 beth.tran@cityofsanjose.org	N/A	Yusuf Lawlis 916-642-1751	TRMSS Slurry Seal, REAS Slurry Seal, Crack Fill	Approx 850,158 SY TRMSS Slurry Seal, 483,287 SY REAS Slurry Seal, 108 TN Crack Fill	\$7,093,892.40	\$7,093,892.40	None	None	8/6/2019	7	10/22/2019	General Contractor
Pavement Preservation Project (2019/2017/2016) City of Morro Bay	City of Morro Bay 585 Harbor St. Morro Bay, CA 93442	Jared Whalen 805.773.4564 jwhalen@morrobayca.gov	N/A	Tim Schmidt 916-642-1751	Type II Slurry Seal, Fiber Micro Asphalt Rubber Chip, FDR, Cape Seal, 3 Step, Type III Micro	Approx 400,000 SY Year 1 of 6 year annually renewed contract	\$6,000,000	TBD	None	None	2016-2020	0	SMB ongoing	General Contractor
2019 Slurry Seal Project, Contract 18-31	City of Walnut Creek 1868 N Main St, Walnut Creek, CA 94596	Michael Hawthorne 925.943.5899 hawthorne@walnut-creek.org	N/A	Dillon Pile 916-642-1751	Slurry Seal, Crack Seal	116,045 SY Slurry Seal, Crack Seal	\$385,822.00	\$391,072.00	None	None	7/1/2019	0	7/1/2019	General Contractor
Pavement Slurry Seal & Crack Filling FY16-19	City of Folsom 50 Nakoma St. Folsom, CA 95630	Ryan Chance 916.548.9904 rchance@folsom.com	N/A	Yusuf Lawlis 916-642-1751	Slurry Seal & Crack Fill	5,000 TN Slurry Seal Type II, 400 TN Slurry Seal Type I, 75,000 LBS Crack Filling	\$2,172,250.00	\$2,295,750.00	None	None	7/28/2019	0	8/30/2019	General Contractor
2018 Street Treatment Projects, City Alley Resurfacing Project	City of Los Angeles 1 North San Antonio Road Los Angeles, CA. 94022	Victor Chen 650.947.2760 vchen@losangeles.gov	N/A	Yusuf Lawlis 916-642-1751	Microsurfacing, Slurry Seal	25,770 SY Microsurfacing, 41,000 SY Slurry Seal	\$386,105.00	\$400,427.83	None	None	6/1/2019	0	7/3/2019	General Contractor
2019 Microsurface Project	County of Placer 1128 F Ave. Auburn, CA. 95603	Kevin Taber 530.886.7555 ktaber@placer.ca.gov	N/A	Jake Boggess 916-642-1751	Microsurfacing Type II	Microsurfacing 3,900 TN	\$1,179,950.00	\$1,208,200.00	None	None	7/17/2019	0	8/10/2019	General Contractor
2018-2019 Slurry Sealer B City of San Mateo	City of San Mateo 330 West 20th Ave, San Mateo, CA 94403	Mario Ung 650.522.7300 mung@cityofsanmateo.org	N/A	Yusuf Lawlis 916-642-1751	Crack Seal, Slurry Seal	Crack Seal, Slurry Seal 104,855 SY	\$209,710.00	\$209,630.00	None	None	12/1/2018	0	12/1/2018	General Contractor
2018 Citywide Slurry Seal Project City of Marina	City of Marina 211 Hillcrest Ave, Marina, CA. 93933	Edrie De Los Santos 831.864.1205 edrie@cityofmarina.org	N/A	Tim Schmidt 916-642-1751	Type II Slurry Seal	186,703 SF Type II Slurry	\$201,045.00	\$188,118.00	None	None	10/31/2018	0	10/31/2018	General Contractor
2018 Street Slurry Seal Program City of Newark	City of Newark 37101 Newark Blvd, Newark, CA 94590	Trang Tran 510.578-4298 trang.tran@newark.org	N/A	Tim Schmidt 916-642-1751	Crack Seal, Slurry Seal	Crack Seal 545,565 SF, Slurry Seal 545,565 SF	\$239,039.61	\$235,000.91	None	None	9/30/2018	0	9/30/2018	General Contractor
2018 Street Sealing Project	City of San Jose 201 W Mission St. San Jose, CA 95110	Oscar Duran 408.794-1986 oscar.duran@sanjoseca.gov	N/A	Yusuf Lawlis 916-642-1751	Microsurfacing, Crack Fill	15,400 TONS of Microsurfacing 108 TONS of Crack Fill	\$10,486,285.00	\$10,863,254.95	None	None	7/20/2018	0	8/20/2019	General Contractor
Resurfacing 2018 No 2018-20 Eureka Streets	City of Eureka 531 K Street, Eureka, CA 95501	Scott Eldredge 707.498-3420 sellamoores@eureka.ca.gov	N/A	Tim Schmidt 916-642-1751	Slurry Seal	Type II Slurry 164,048 SY Type III Slurry 142,100 SY	\$788,705.00	\$788,705.00	None	None	6/20/2018	0	8/25/2018	General Contractor



Contractor's License Detail for License # 303609

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- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/26/2021 2:45:12 PM

Business Information

PAVEMENT COATINGS CO
10240 SAN SEVAINE WAY
JURUPA VALLEY, CA 91752-1100
Business Phone Number: (714) 826-3011

Entity Corporation
Issue Date 03/03/1975
Expire Date 09/30/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A - GENERAL ENGINEERING
- C32 - PARKING AND HIGHWAY IMPROVEMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with FIDELITY AND DEPOSIT COMPANY OF MARYLAND.
Bond Number: 8821094
Bond Amount: \$15,000
Effective Date: 01/01/2016
[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **6481024** for DOUGLAS MAX FORD in the amount of \$12,500 with FIRST NATIONAL INSURANCE COMPANY OF AMERICA.
Effective Date: 04/02/2008
[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
Policy Number: UB9K16850A
Effective Date: 10/01/2019
Expire Date: 10/01/2021
[Workers' Compensation History](#)

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.



State of California

Department of Industrial Rel

Contractor Information

Legal Entity Name

PAVEMENT COATINGS CO.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000003382

Registration effective date

07/01/20

Registration expiration date

06/30/23

Mailing Address

10240 SAN SEVAINE WAY JURUPA VALLEY 91752 CA...

Physical Address

10240 SAN SEVAINE WAY JURUPA VALLEY 91752 CA...

Email Address

rstewart@pavementrecycling.com

Trade Name/DBA

PAVEMENT COATINGS CO.

License Number (s)

CSLB:303609

CSLB:303609

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Registration History

Effective Date	Expiration Date
05/25/18	06/30/19
05/09/17	06/30/18
05/04/16	06/30/17
06/08/15	06/30/16
12/03/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/23

Legal Entity Information

Corporation Entity Number:

CO724948

Federal Employment Identification Number:

952916670

President Name:

DOUGLAS FORD

Vice President Name:

TIMOTHY SCHMID

Treasurer Name:

NATHAN BEYLER

Secretary Name:

TOM MUCENSKI

CEO Name:**Agency for Service:****Agent of Service Name:**

STEPHEN CONCANNON

Agent of Service Mailing Address:

10240 SAN SEVAINE WAY JURUPA VALL

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier

Policy Holder Name:

PAVEMEN

Insurance Carrier:

TRAVELEF

Policy Number:

UB9K168!

Inception date:

10/01/19

Expiration Date:

10/01/20

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▼ Contractor's License Detail for License # 755317

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- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17)
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/26/2021 2:23:02 PM

Business Information

SIERRA TRAFFIC MARKINGS INC
9725 DEL ROAD SUITE B
ROSEVILLE, CA 95747
Business Phone Number: (916) 774-9080

Entity Corporation
Issue Date 10/15/1998
Reissue Date 03/10/2010
Expire Date 03/31/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C32 - PARKING AND HIGHWAY IMPROVEMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OHIO CASUALTY INSURANCE COMPANY (THE)
Bond Number: 270298C
Bond Amount: \$15,000
Effective Date: 08/26/2019
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual RONALD WILLIAM JOHNSON certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 12/29/2016

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST
Policy Number: WSA505617601
Effective Date: 06/30/2021
Expire Date: 06/30/2022
Workers' Compensation History

Miscellaneous Information

- ▶ 03/10/2010 - LICENSE REISSUED TO ANOTHER ENTITY

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.



State of California

Department of Industrial Rel

Contractor Information

Legal Entity Name

SIERRA TRAFFIC MARKINGS, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000002783

Registration effective date

07/01/21

Registration expiration date

06/30/22

Mailing Address

9725 DEL ROAD, STE. B ROSEVILLE 95747 CA Unite...

Physical Address

9725 DEL ROAD, STE. B ROSEVILLE 95747 CA Unite...

Email Address

mandy@sierratrafficmarkings.com

Trade Name/DBA**License Number (s)**

CSLB:755317

Other:755317

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Registration History

Effective Date**Expiration Date**

06/04/18

06/30/19

05/18/17

06/30/18

05/17/16

06/30/17

06/16/15

06/30/16

11/14/14

06/30/15

07/01/19

06/30/20

07/01/20

06/30/21

07/01/21

06/30/22

Legal Entity Information

Corporation Entity Number:

30502033

Federal Employment Identification Number:

271699985

President Name:

RONALD JOHNSON

Vice President Name:

RONALD JOHNSON

Treasurer Name:

RONALD JOHNSON

Secretary Name:

RONALD JOHNSON

CEO Name:

RONALD JOHNSON

Agency for Service:**Agent of Service Name:**

RONALD JOHNSON

Agent of Service Mailing Address:

9725 DEL ROAD, STE. B ROSEVILLE 9574

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:
Please provide your current worker's compensation insurance information below:

No

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier

Policy Holder Name:

Insurance Carrier:

Policy Number:

Inception date:

Expiration Date:

SIERRA TR

EVEREST I

WSA5056

07/01/19

06/30/21

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AGENDA SUMMARY REPORT

SUBJECT: Award of Contract to All Star Painting in the Amount of \$53,000 for Painting Services at the Alex Thomas Plaza, and Approval of Corresponding Budget Amendment.

DEPARTMENT: Community Services

PREPARED BY: Seth Strader, Buyer I, Neil Davis, Community Services Administrator

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Palette
2. Spec
3. Bid Results

Summary: City Council will consider awarding a contract to All Star Painting in the amount of \$53,000 for painting services at the Alex Thomas Plaza, and approving a corresponding budget amendment.

Background: Alex Thomas Plaza is a prominent feature and defining character of the City's downtown. The Plaza is highly visible from State St and is a frequent host to well attended events and gatherings. Events are scheduled throughout the year and include holiday festivals, musical events, car shows, Chinese New Year celebrations and a weekly farmer's market. In comparison to the newly upgraded downtown streetscape the Plaza's concrete fixtures, cinderblock buildings, and Pavilion now appear neglected, dated, and in need of maintenance. The hardscaping of the plaza has not received any significant upgrades in many years. Staff is recommending restoring the Plaza through landscaping, art installations and a new coat of paint to ensure an aesthetic consistency in the downtown. A project advisory group developed a restoration plan and color palette.

Discussion: Although not typically required for a maintenance project, considering the prominent location and nature of the Plaza, a small departmental advisory group was created to work with staff and develop a suitable restoration plan; The advisory group included:

Mari Rodin – Ukiah City Council
Alan Nicholson - Architect and Design Review Board member
Nick Thayer - Landscape Designer
Katrina Kessen - Greater Ukiah Business and Tourism Alliance
Kerry Randall – Building Facilities Administrator, City of Ukiah
Alyssum Wier – Arts Council of Mendocino
Neil Davis – Community Services

The overall plan envisions 1) landscaping improvements, 2) the addition of murals and an Outdoor Art Gallery, and 3) painting the Pavilion and associated facilities. The Community Services team is working with local volunteers to fund and install murals, create the outdoor art Gallery, improve the landscaping. Painting of the Pavilion and associated facilities was deemed to be beyond the abilities of volunteers.

Alan Nicholson and Council Member Rodin developed a Paint Palette and Study (Attachment #1) that outlines the scope of work and color scheme to be used for the painting of the Pavilion and associated facilities. The ad hoc team has reviewed and approved the study. Staff put the project out to bid through standard processes and requested quotes (Attachment #2) based on the Palette.

Three (3) bids were received. The lowest, responsible bidder was All Star Painting in the amount of \$53,000. Please see Attachment 3 for a copy of the bid results.

Staff recommends awarding the project to All Star Painting for Painting Services at the Alex Thomas Plaza in the amount of \$53,000, and approving of the corresponding budget amendment. In respect to the budget amendment, an additional 10% (\$5,300) is requested to cover for contingencies.

Recommended Action: Award of contract to All Star Painting in the amount of \$53,000.00 for painting services at the Alex Thomas Plaza, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes.

CURRENT BUDGET AMOUNT: 10022100.80220.18288: \$0

PROPOSED BUDGET AMOUNT: 10022100.80220.18288: \$58,300

FINANCING SOURCE: General Fund

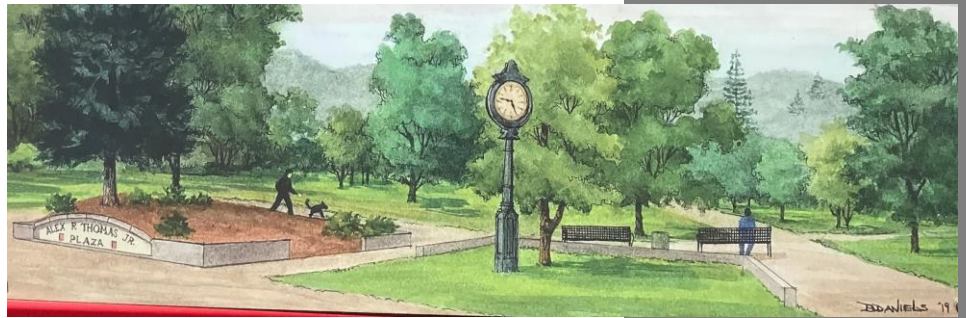
PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Neil Davis, Program Administrator & Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

June 21, 2021

Alex R. Thomas Jr. Plaza



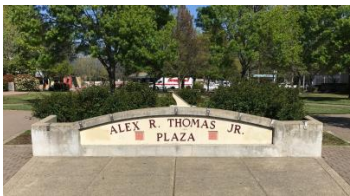
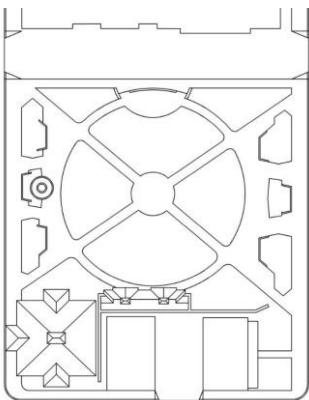
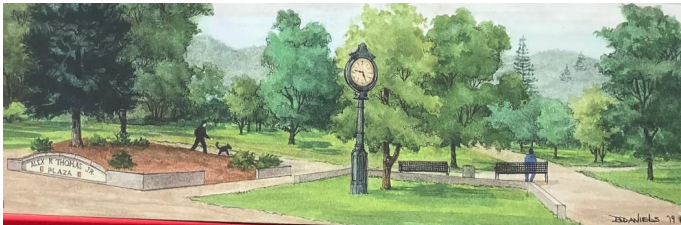
Paint Palette & Study for
improvements
and restoration to

The City of Ukiah
Alex R. Thomas Jr. Plaza



MAINTAINANCE PLAN

Color Palette



City of Ukiah
Parks & Recreation Dept.
411 W Clay St.
Ukiah, CA 95482

Alex R. Thomas Plaza
Maintenance and Paint Upgrade

A public space is an area or place that is open and accessible to all peoples, regardless of gender, race, ethnicity, age or socio-economic level. These are public gathering spaces such as plazas, squares and parks.

Well-designed and maintained public spaces are critical to the health of any city. Such gathering spaces allow for social mixing, civic participation, recreation, and a sense of belonging. Good public spaces respond to the dynamics of a community—amenities wear out, needs change and management of our public spaces require continual maintenance and innovation. Every community group's history should be included into the physical and cultural reality of a public space.

The parks and plazas of Ukiah provide such public spaces. By coming together in these safe and relaxed settings, different groups become comfortable with each other, thereby strengthening community cohesion.

The color palette for Alex Thomas Plaza has been selected to mirror the cultural, ethnic and social fabric of the community it serves.

- Following the adoption of the City of Ukiah's Public Art Policy, the City is implementing a civic art program at the plaza featuring both permanent and temporary, revolving works of art. Art animates public spaces, improves local business viability, and contributes to public safety. Public art brings diverse people together to celebrate, inspire, and be inspired.
- Before the establishment of Ukiah, this land was home to the Native American Pomo civilization. The Pomoan population at the time of first European contact is estimated to have been at least 15,000. Contemporary Pomo people use the Alex Thomas Plaza to this day for social and cultural gatherings as an inspiration to all.
- Ukiah has a large Latinx community which has made the Plaza a community destination for folk dancing, musical gatherings, and to network across sectors to meet people from all regions of Mendocino County.
- Many special events are hosted at the Plaza. A few of the events include the year-round weekly Farmers Market, musical events for different groups, summer movie series, Chinese New Year celebration, Classic Car Show, Pumpkinfest, Story Promenade presented by Ukiah Library, the annual Ukiah Valley Art Fair, and the Rising Stars Music Competition among many others.

Alex Thomas Plaza is Ukiah's central public plaza with the goal of fulfilling specific ways to promote, maintain, and manage cultural diversity and inclusion in our urban parks. The current intent is not a park "restoration" that seeks historical or aesthetic values, but to create a vibrant, active destination for the benefit of everyone.

ENTRY SIGNAGE AND LANDSCAPE RETAINING WALLS

Color Palette



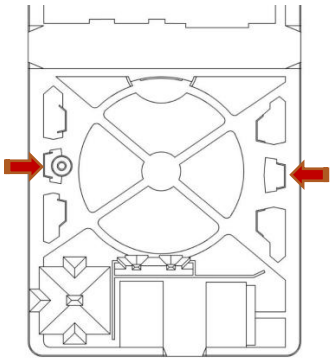
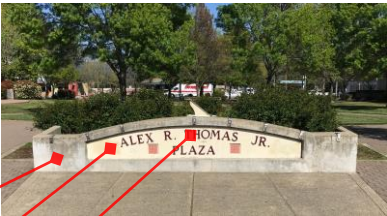
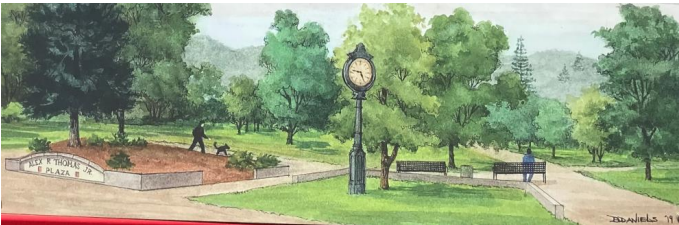
- Recessed Panel
- 1. BM. Sun Valley No. 350



- Cast Concrete
- 2. Waynesboro Taupe No. 1544



- Letters
- 3. Deep Rose No. 2004-10



2

1

3

2

1

2

2



The entry signage is institutionally bland and non-descript. The text and background should distinguish itself from the grey concrete frame with distinctive color detailing. This is the focal point and name of the plaza and should present itself as a memorable representation of the colorful downtown character. All the concrete benches are in need of paint.

SUNDIAL GARDEN AND LANDSCAPE RETAINING WALLS

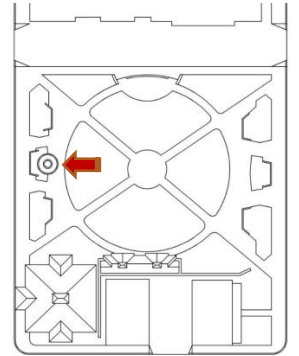
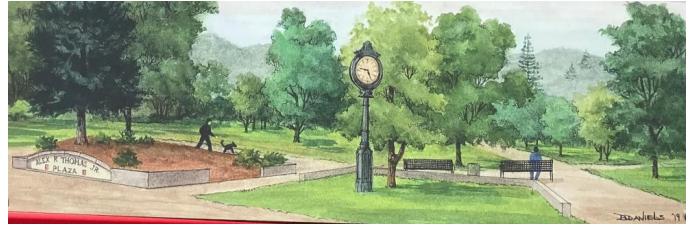
Color Palette



- Cast Concrete
1. Waynesboro
Taupe
No. 1544

All cast concrete
retaining walls, curbs
and benches
throughout the park.

Sundial to remain
as-is, no work.



The Sundial is hidden from view by overgrown landscaping and can be a focal point with some defining detail colors and new appropriate landscaping. The concrete walls are chipped, stained and neglected, they need cleaning and paint to unify the material and function.

BANDSTAND / STAGE

WALLS, POLES AND STEEL ORNAMENTS

Color Palette



Wall
1. Scandinavian Blue
No. 2068-30



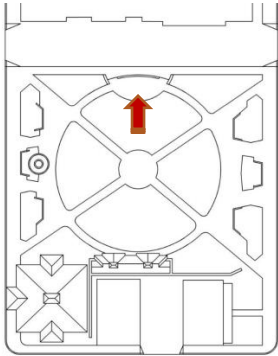
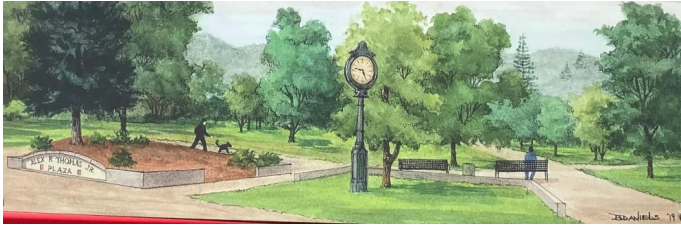
Structural Cylinders
2. Watertown
No. 818



Metal Moons
3. Green With Envy
No. 2036-30



Poles (3)
4. Orange Blossom
No. 2168-30



1

2

3

4



The low walls defining the stage area are dull and indistinguishable from the stage and background. The wall cap is broken and in need of new restoration. The flag poles should celebrate the occasion and help define the performance with festive color.

ART WALLS

SOUTHEAST CORNER OF THE PLAZA

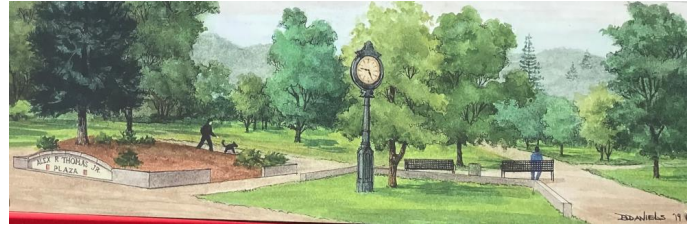
Color Palette



- Art Walls
1. Spring Dust
No. 2150-40



- Short End Wall
2. Starburst Orange
No. 2010-30

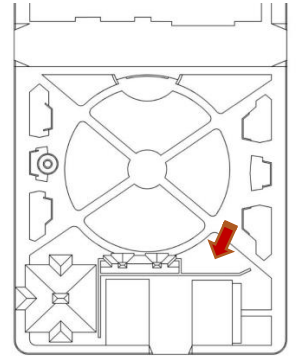


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1



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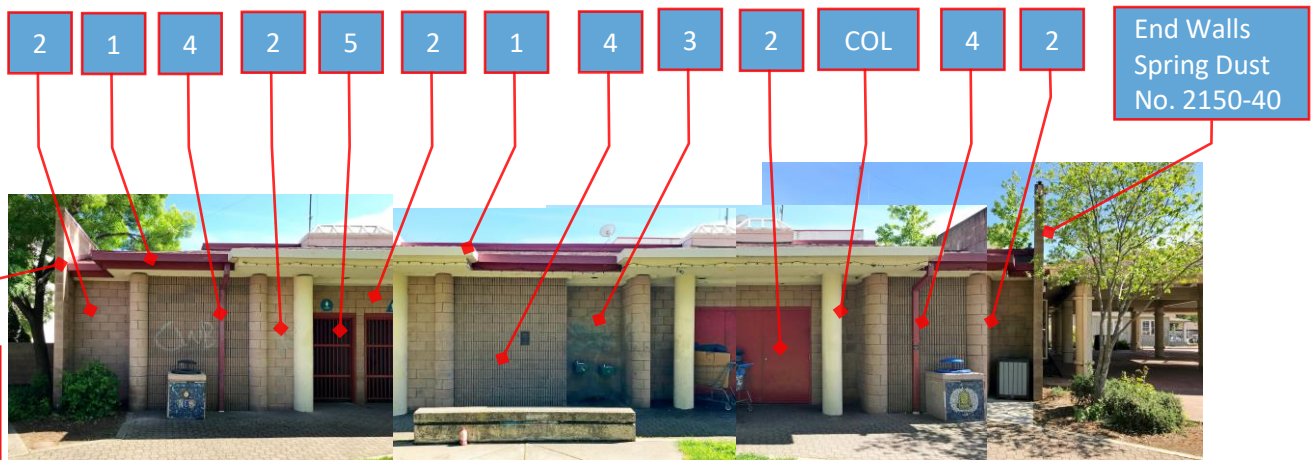
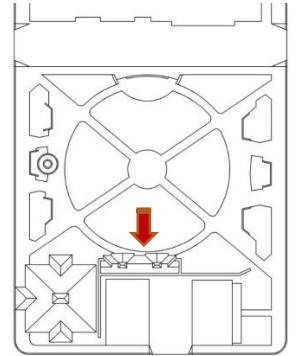
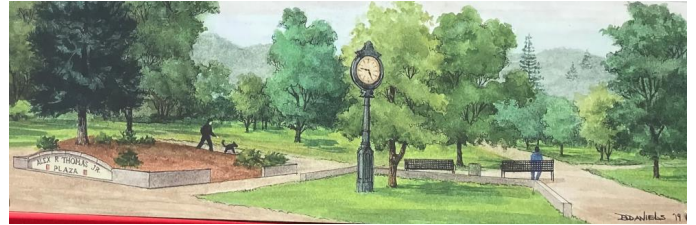
The outside east wall of the restrooms has been designated for a painted mural, and the low wall adjacent to this is intended for a rotating art wall. The walls need to be power washed, primed and top-coated with a low maintenance paint with color that can stand on its own while serving as a stimulating host for varied art projects.

RESTROOMS, EXTERIOR SOUTH BUILDING OF THE PLAZA

Color Palette

- | | |
|---|--|
|  | Roof Fascia
1. Scandinavian Blue
No. 2068-30 |
|  | Smooth Block Walls
2. Sun Valley
No. 350 |
|  | Drink Fountain Wall
3. Blue Lapis
No. 2067-40 |
|  | Textured Block Wall
4. St. Elmo's Fire
No. 362 |
|  | Bathroom Doors
5. Peony
No. 2079-30 |

The cream ceiling to remain or match existing.
Store-Room door to match adjacent wall.
Gutters to match background colors.

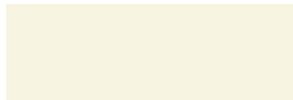


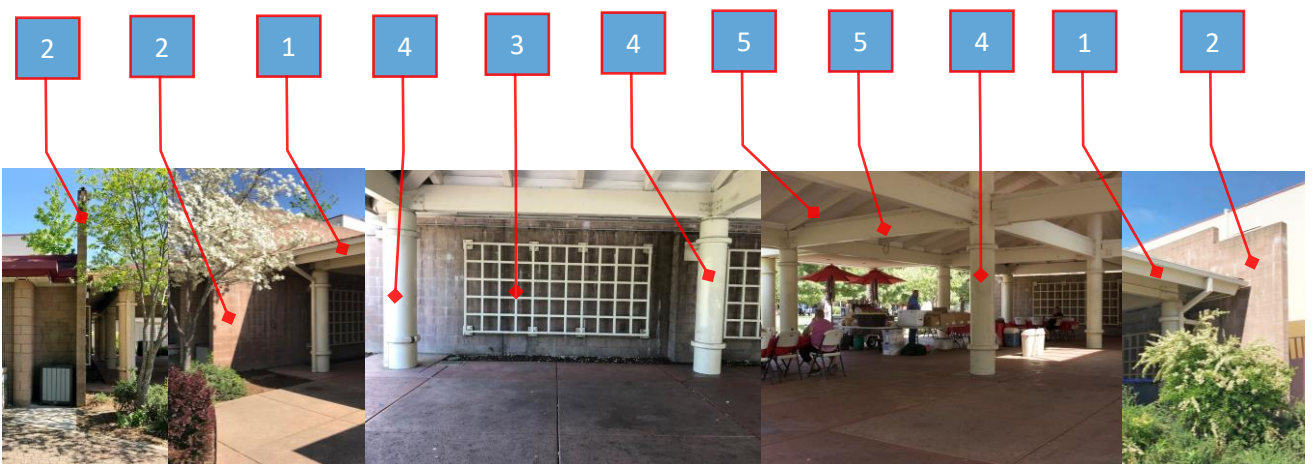
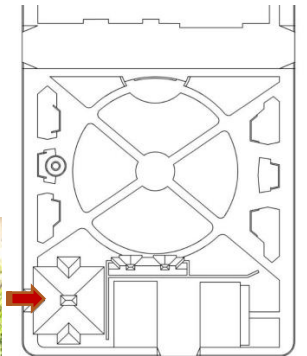
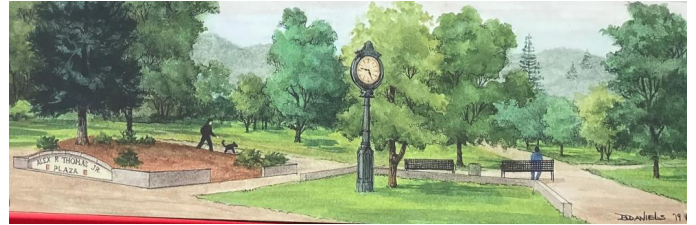
The exterior walls of the restroom building stained, moldy, multiple areas of graffiti with attempts of unsuccessful removal or painted over. These walls need a thorough power wash, block primer and anti graffiti topcoat of quality paint. This is an area to brighten up and define the architecture with several complimentary colors and create a positive presence rather than the current dark corner to evade.

MAIN PAVILION

SOUTHEAST BUILDING IN THE PLAZA

Color Palette

- | | |
|---|---|
|  | Roof Fascia
1. Scandinavian Blue
No. 2068-30 |
|  | Back Wall
2. Spring Dust
No. 350 |
|  | Trellis
3. Hampton Green
No. 2150-50 |
|  | All Columns
4. Alexandria Beige
No. HC-77 |
|  | Roof Beams & Clg.
5. Easter Lilly
No. 2150-70 |
|  | 6. Letters "UKIAH"
Deep Rose
No. 2004-10 |



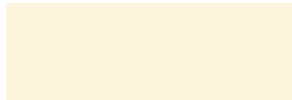
The Interior back wall in the pavilion is stained, and moldy. It needs a thorough power wash with block filler and new topcoat of paint. The Trellis will be a lighter shade of the rear wall. The Fascia will continue the Scandinavian Blue color to tie the Pavilion with the south wall with the Bathrooms. All of the columns will be the same color, an earthy brown to anchor and support the roofs.

RESTROOMS, INTERIOR SOUTH BUILDING OF THE PLAZA

Color Palette

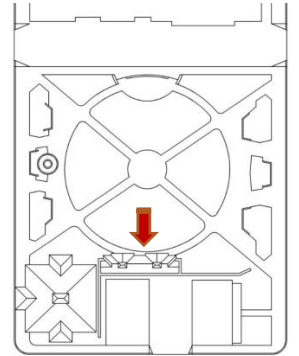
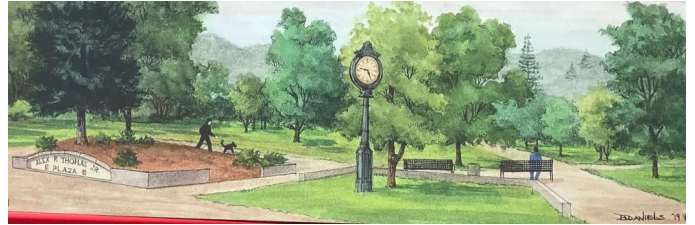


1. Metal Partitions
Hampton Green
No. 2150-50



2. Interior Block Walls,
Stucco Walls and
Ceiling
Milkyway
No. 2018-70

3. Interior Floor
Clear Penetrating
PROSOCO Weather
Seal Siloxane PD
4. Clear coat of anti-
graffiti protection.
Rain Guard
Vandl-Top



The interior of the restrooms should be cleaned, painted and well lit, with recognizable assurance that the city takes pride in its public restrooms. They should be spotlessly maintained and welcome the public with respect. The doors have the feel of a prison and could be painted in a bright and innovative way to welcome people (see page 7).

Leave brushed bare metal natural and unpainted. Apply Anti-Graffiti sacrificial coating on all surfaces except plumbing fixtures and ADA accessories. Paint plywood covers to match partitions.

Replace or repair dysfunctional light fixtures.

STEEL and CAST IRON FIXTURES

Color Palette



- Clock
1. Manor Green
No. 2047-20



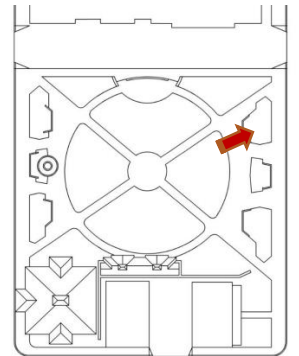
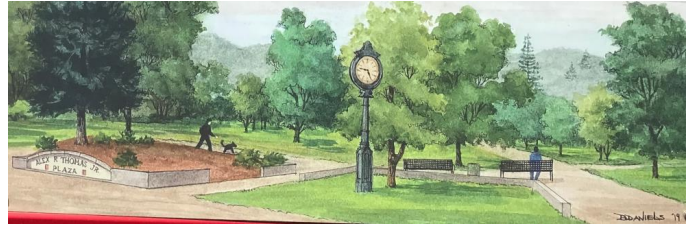
2. Clock Trim / MM*
Dome Gold
No. 337164



- Lamp Posts
3. Black
No. HC-190



- Stair Handrails
4. Manor Green
No. 2047-20



*Note: Gold trim paint is from
Modern Masters Paint Co.
See Specification Sheet.

The cast iron clock is faded and oxidized, as are the lamp posts throughout the plaza. The steel handrails and decorative elements of the stage area are chipped, rusting and in need of restoration.

PAINT SPECIFICATIONS



City of Ukiah

Maintenance and Paint Upgrade
Paint & Finish Specifications

June 21, 2021

City of Ukiah
Parks & Recreation Dept.
411 W Clay St.
Ukiah, CA 95482

Alex R. Thomas Plaza
Maintenance and Paint Upgrade

Interior and Exterior Painting

Painting and repainting including surface preparation.

1. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection such as masking, before surface preparation and painting.
2. Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.
3. Power wash all surfaces with a minimum pressure rating of at least 3000 psi and a flow rate of at least 4 gallons per minute (gpm). At completion, power wash surrounding asphalt and concrete horizontal surfaces; roads, sidewalks, stair treads, etc.
4. Where paint is to touch landscaping and ground soil or mulch, pull back soil materials a minimum of 6 inches prior to prep and paint to this elevation.
5. Use graffiti removal product on any graffiti not removed with power wash. For mold or lichen areas add bleach solution or Zinsser 'Jomax' mildewcide. Rinse thoroughly with power wash or hose water. Scuff, sand, abrade existing painted surfaces to remove raised cracking or feather rough chipped edges.
6. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
7. Patch, caulk, seal, cement grout, or repair all broken, chipped, and cracked surfaces and materials. Install new electrical cover plates where missing or damaged.
8. Tint each undercoat to a lighter shade of the finish coat (not to exceed 2 ounces per gal. of colorant) to facilitate identification of each coat if multiple coats of same material are to be applied.
9. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
10. Apply paints to produce surface films without cloudiness, spotting, holidays, laps,

City of Ukiah

Maintenance and Paint Upgrade

June 21, 2021

Paint & Finish Specifications

brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections.
Cut in sharp lines and color breaks.

11. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site
12. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

Coating Systems: General

Benjamin Moore & Co.

Difficult Substrates: Benjamin Moore offers a number of specialty primers for use over difficult substrates such as bleeding woods, grease stains, crayon markings, hard glossy surfaces, or other substrates where paint adhesion or stain suppression is a particular problem. Your Benjamin Moore® retailer or Architectural Representative can recommend the right problem-solving primer for your special needs.

Specialty Primer Recommendations

Primer/ Finish Systems



New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary. For best hiding results, tint the primer to the approximate shade of the finish coat, especially when a significant color change is desired. Special Note: Certain custom colors require a Deep Color Base Primer tinted to a special prescription formula to achieve the desired color. Consult your retailer.



Wood and engineered wood products:

Clean with appropriate process

Primer: SURE SEAL Latex Primer Sealer Primer (027)

Finish: Corotech COMMAND Satin Finish (V-392) 2 coats min.

Bleeding Type Woods, (Redwood and Cedar):

Clean with appropriate process

Primer: SURE SEAL Latex Primer Sealer Primer (027)

Finish: Corotech COMMAND Satin Finish (V-392) 2 coats min.

Hardboard Siding, Bare or Factory Primed:

Clean with appropriate process

Primer: SURE SEAL Latex Primer Sealer Primer (027)

Finish: Corotech COMMAND Satin Finish (V-392) 2 coats min.

Rough or Pitted Masonry:



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Paint & Finish Specifications

Clean with appropriate process

Primer / Finish: Corotech COMMAND Satin Finish (V-392) 2 coats min.

Spray: Airless Pressure: 1500 -2500 psi / Tip: .011-0.015 & back roll

Poured or Pre-cast Concrete and Fiber Cement Siding:

Clean with appropriate process

Primer / Finish: Corotech COMMAND Satin Finish (V-392) 2 coats min.

Spray: Airless Pressure: 1500 -2500 psi / Tip: .011-0.015 & back roll

Ferrous Metal (Steel and Iron):

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04)

Finish: Corotech COMMAND Gloss Finish (V-390) 2 coats min.

Non-Ferrous Metal (Galvanized & Aluminum):

All existing aluminum Light Poles and any new metal surfaces must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier (V600) to remove contaminants. New shiny non-ferrous metal surfaces that will be subject to abrasion should be dulled with very fine sandpaper or a synthetic steel wool pad to promote adhesion.

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04)

Finish: Corotech COMMAND Gloss Finish (V-390) 2 coats min.

Repaint, All Substrates: Prime bare areas with the primer recommended for the substrate above.

Use recommended primer for specific unpainted substrates:

- Steel: 1 ct. Ultra Spec® HP Acrylic Metal Primer (HP04)
- Galvanizing: 1 ct. Ultra Spec® HP Acrylic Metal Primer (HP04)
- Aluminum: 1 ct. Ultra Spec® HP Acrylic Metal Primer (HP04)
- Concrete Block: 1 ct. Corotech COMMAND Satin Finish (V-392)
- Concrete/Masonry: 1 ct. Corotech COMMAND Satin Finish (V-392)
- Wood: 1 ct. SURE SEAL Latex Primer Sealer Primer (027)

A. **Concrete / Stucco** Walls, Ceiling and Soffit, Concrete Masonry Units (CMU): Clean as appropriate to remove dirt, mildew, chalking, efflorescence, and similar item

- * Remove loose and peeling paint.
- * Remove graffiti, mold, mildew, lichen, etc.
- * Remove deteriorated sealant and re-apply.
- * Fill cracks and joints as necessary to prevent water intrusion.

Coating System:

- a. 1st Coat Prime: B.M._ Corotech COMMAND Satin Finish (V-392)
- b. 2nd Coat Finish: B.M._ Corotech COMMAND Satin Finish (V-392)

City of Ukiah

Maintenance and Paint Upgrade

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Paint & Finish Specifications

- c. 3rd Coat Finish: same if needed
- d. 4th Coat: on vandal prone areas use Vandl-Top (VG-7100, 5 Gal.)

B. **Wood** Siding and Eaves, Wood Windows, Doors and Miscellaneous Trim:

- * Pressure wash, using cleaner as appropriate to remove dirt, mildew, and similar items.
- * Remove loose and peeling paint, sand & feather rough edges.
- * Remove deteriorated sealant and re-apply.
- * Re-secure and spot prime loose nail heads or screw fasteners, putty if nec.
- * Fill cracks and joints as necessary to prevent water intrusion.

Coating System:

- d. 1st Coat Prime: B.M._ Corotech COMMAND Satin Finish (V-392)
- e. 2nd Coat Finish: B.M._ Corotech COMMAND Satin Finish (V-392)
- f. 3rd Coat Finish: same if needed
- g. 4th Coat: on vandal prone areas use Vandl-Top (VG-7100, 5 Gal.)

C. **Misc. Metal:** Metal Vents, Drip Flashing, Utility Box Covers, Gutters & Downspouts and other similar:

- * Clean with appropriate cleaner-degreaser to remove contaminants from surface.
- * Remove loose and peeling paint.
- * Remove loose rust with wire brush, scraper, and similar items.
- * Prime bare and new metal.

Coating System:

- a. 1st Coat Prime: Ultra Spec® HP Acrylic Metal Primer (HP04)
- b. 2nd Coat Finish: B.M._ Corotech COMMAND Satin Finish (V-392)
- c. 3rd Coat Finish: B.M._ Corotech COMMAND Satin Finish (V-392)

D. **Metal:** Street Clock, Lamp Posts and Stair Handrails

- * Clean with appropriate cleaner-degreaser to remove contaminants from surface.
- * Remove loose and peeling paint.
- * Remove loose rust with wire brush, scraper, and similar items.
- * Prime bare and new metal. Lamp Posts, full prime coat.



- a. 1st Coat Prime: Ultra Spec® HP Acrylic Metal Primer (HP04)
- b. 2nd Coat Finish: B.M._ Corotech COMMAND Satin Finish (V-392)
- c. 3rd Coat Finish: B.M._ Corotech COMMAND Satin Finish (V-392)
- d. Gold Trim on Street Clock: abrade lightly and apply:
 - 1 coat Metallic Warm Tone Primer MM #337171 (Qt.)
 - 3 coats MM Dome Gold, Modern Masters Exterior Satin Metallic Color Dome Gold (Qt.) (MM #337164)
 - Dome Gold (Gal.) (MM #337178)



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<https://www.worldpaintsupply.com/modern-masters-337164-qt-exterior-metallic-dome-gold> Special Order

E. **Concrete Clear Sealer** unpainted cleaned concrete and masonry; Retaining Walls, Benches, etc.

- * Clean as appropriate to remove dirt, mildew, chalking, efflorescence, and similar items.
- * Remove all paint & stains to original color material.
- * Remove deteriorated sealant and re-apply.
- * Fill cracks and joints as necessary to prevent water intrusion with:
Urethane concrete joint filler

Coating System: use roller, brush or spray; mask adjacent surfaces carefully.

- a. Prime Coat: PROSOCO Weather Seal Siloxane PD
waterborne silane siloxane sealer.
- b. 2nd Coat: PROSOCO Weather Seal Siloxane PD, per instructions
- c. 3rd Coat: none

F. **Graffiti** seal and removal treatments

- * Clean with appropriate cleaner-degreaser to remove contaminants from surface.
- * Remove loose and peeling paint.
- * Remove loose rust with wire brush, scraper, and similar items.
- * Spot prime bare or previous painted surfaces.
- * Apply finish coatings per specifications.
 - a. Removal: If nec. Vandl Clean Super Graffiti Cleaner
 - b. Protection: Apply per mfg. spec; Vandl Guard_Vandl-top, sacrificial coating

NOTES: Materials listed may contain Carbamic acid, 1H-benzimidazol-2-yl-, methyl ester, which may cause birth defects based on animal data. WARNING: Cancer and Reproductive Harm www.P65warnings.ca.gov
Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

TECHNICAL DATA SHEETS



JOMAX® HOUSE CLEANER AND MILDEW KILLER

DESCRIPTION AND USES

Jomax® House Cleaner and Mildew Killer is a mildewcidal liquid house washing concentrate formulated to kill mold and mildew and remove dirt and stains on most exterior painted or non-porous surfaces without the need for scrubbing. Jomax House Cleaner and Mildew Killer is an EPA approved, patented concentrate containing a mildewcide, ChlorRelease® bleach activator and detergents. When used as directed, Jomax will not damage painted surfaces and may be applied near plants and shrubs. It is recommended for cleaning vinyl and aluminum siding and trim, painted or stained wood siding, trim, decks, fences, and painted or stained stucco, concrete and other painted or non-painted surfaces.

PERFORMANCE CHARACTERISTICS

- Kills mold & mildew fast
- Removes dirt and stains without scrubbing
- Can be used near plants and scrubs
- Easy application with a garden sprayer

PRODUCTS

SKU	Description
60101	1-Gallon
60104	1-Quart

PRODUCT APPLICATION

IMPORTANT

This product is for outdoor use only. Test on inconspicuous area before applying to ensure favorable results. Wear old clothes and shoes, eye protection and rubber gloves during use. Do not mix with any other chemicals or cleaners as hazardous fumes may occur.

PREPARATION

Spray all surrounding plants and vegetation liberally with water before and after application. Cover delicate vegetation to avoid damage. Do not allow Jomax House Cleaner and Mildew Killer to come in contact with fabrics.

PRODUCT APPLICATION (cont.)

MIXING INSTRUCTIONS

Shake well before using. Mix in the proper proportions with bleach and water (80% water, 15% bleach, and 5% Jomax) according to the label directions and chart below. To ensure that components are properly mixed, follow mixing chart to produce the desired quantity of cleaning solution.

Water + Bleach + Jomax = Cleaning Solution			
3¼ quarts	2¼ cups	¾ cups	1 gallon
6½ quarts	4½ cups	1½ cups	2 gallons
4 gallons	3 quarts	1 quart	5 gallons

Pour water into a tank-type garden sprayer or plastic pail. Add household bleach (Chlorox®) to the water. Shake Jomax House Cleaner and Mildew Killer concentrate thoroughly and then add the concentrate to the solution.

IMPORTANT

Follow manufacturer's precautions when using bleach. Use immediately after mixing. The prepared Jomax solution remains effective for 3 hours after mixing. Do not allow solution to contact fabrics. Mixture may be applied in areas adjacent to plants, shrubs and trees.

APPLICATION

Apply with a tank-type garden sprayer, airless or chemical sprayer. Spray surfaces liberally and wait 5 minutes. Thoroughly rinse the treated surfaces and surrounding areas with large amounts of water. Heavy mildew stains may require a second application. Textured surfaces may require light scrubbing. For best results, rinse surfaces with a pressure washer (follow manufacturer's instructions for tip size and pressure setting). As a precaution, spray sensitive plants with water before and after Jomax application.

CLEAN-UP

Clean sprayer with water and baking soda or a non-ammonia cleaner.

STORAGE AND DISPOSAL

Protect from freezing. Always keep the container tightly closed and store in a cool dry place at temperatures between 40-80°F (4-27°C). Product may discolor during storage. Color changes do not affect product performance. Dispose of container and unused contents in accordance with federal, state and local requirements.



TECHNICAL DATA

JOMAX® HOUSE CLEANER AND MILDEW KILLER

PHYSICAL PROPERTIES

		HOUSE CLEANER AND MILDEW KILLER
Composition		Acetic Acid, Surfactants, Water
Weight	Per Gallon	8.33 lbs.
	Per Liter	1.00 kg
pH		NA
VOC		170 g/l
Practical Coverage		1 quart Jomax makes 5 gallons of solution, treats 1,000 square feet
Shelf Life		5 years
Flash Point		>200°F (93°C)
Caution!		Harmful if swallowed. Avoid contact with skin, eyes and clothing. Avoid breathing vapors or spray mist. Protective goggles and gloves should be worn. Do not use in confined areas without proper ventilation. Avoid applications during windy conditions. KEEP OUT OF REACH OF CHILDREN.
Safety Information		For additional information, see SDS

The technical data and suggestions for use contained herein are correct to the best of our knowledge, and offered in good faith. The statements of this literature do not constitute a warranty, express, or implied, as to the performance of these products. As conditions and use of our materials are beyond our control, we can guarantee these products only to conform to our standards of quality, and our liability, if any, will be limited to replacement of defective materials. All technical information is subject to change without notice.



OIL & GREASE EMULSIFIER V600

Features

- Concentrated and must be mixed with water
- Biodegradable
- Use on metal, fiberglass, vinyl, and masonry surfaces
- Rinses clean with no residue

General Description

Oil & Grease Emulsifier is designed for cleaning walls, floors and equipment. This cleaner is extremely effective in removing oil, grease, fats, blood and animal by-products. It may also be used for cleaning concrete, asphalt, vinyl, metal, plastic, fiberglass, etc.; it is also very effective for cleaning equipment, tools, brushes, rollers and spray equipment.

Recommended For

Corotech® Oil & Grease Emulsifier is designed for cleaning walls, floors and equipment. It may also be used for cleaning concrete, asphalt, vinyl, metal, plastic, fiberglass, etc.; it is also very effective for cleaning equipment, tools, brushes, rollers and spray equipment.

Limitations

Product Information

Colors — Standard:

N/A

— Tint Bases:

N/A

— Special Colors:

N/A

Certifications & Qualifications:

VOC compliant in all regulated areas

The product supported by this data sheet is not regulated by coatings VOC rules.

Does not apply to LEED (Leadership in Energy and Environmental Design) standards.

Suitable for use in USDA inspected facilities

Technical Assistance:

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data^Δ

N/A

Vehicle Type

N/A

Pigment Type

N/A

Volume Solids

N/A

Coverage per Gallon at (Mixed) 100 Sq. Ft.
Recommended Film Thickness (9.3 sq. m.)

Recommended
Film Thickness

– Wet
– Dry

N/A
N/A

Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.

Dry Time @ 77°F
(25°C) @ 50% RH

– Tack Free
– To Recoat

N/A
N/A

High humidity and cool temperatures will result in longer dry, recoat and service times.

Dries By

N/A

Dry Heat Resistance

N/A

Viscosity

N/A

Flash Point

N/A

Gloss / Sheen

N/A

Surface Temperature
at Application

– Min.
– Max

N/A
N/A

Thin With

Water

Clean Up Thinner

Clean Water

Weight Per Gallon

8.9 lbs.

Storage Temperature

– Min.
– Max

40 °F (4.4 °C)
95 °F (35 °C)

Volatile Organic Compounds (VOC)

495 g/L 4.13 Lbs./Gallon
Diluted (11:1) - 157 g/L



SURE SEAL[®]

LATEX PRIMER SEALER

027

Features

- Strong adhesion and sealing
- Excellent stain blocking
- Quick drying
- Spatter resistant
- Provides a mildew resistant coating

Recommended For

Interior: Use on new or previously painted wood, plywood, drywall, ceiling tile, Formica[®], Masonite[®], ceramic tile and cured plaster. **Exterior:** Use on new or previously painted wood, fiber cement board, hardboard siding, aluminum, galvanized metal, brick, cured masonry and previously coated ferrous metal surfaces.

Type of Stains: Water stains, tannin bleed, smoke damage, markers, crayons, pens, pencils, nicotine, hand & fingerprints, household stains such as coffee and many more.

2 coats of primer may be required in severe cases; allow the primer to dry thoroughly for best results.

General Description

A high quality, 100% acrylic interior and exterior primer for all surfaces. This product delivers strong adhesion, stain blocking and stain resistance and quick dry for all your interior and exterior project needs.

Limitations

- Not recommended for sealing knots or over pine sap.
- On hard, non-porous surfaces, such as glazed ceramics and non-ferrous metal, maximum adhesion and hardness may take 3-4 days to develop.
- Do not apply when air and surface temperatures are below 40 °F (4.4 °C).
- Not recommended for use on floor surfaces.

Product Information

Colors — Standard:

White (00)

Can add up to 2 fl.oz of Benjamin Moore[®] Gennex[®] colorant per gallon.

— Special Colors:

Contact your Benjamin Moore representative.

Certifications & Qualifications:

VOC compliant in all regulated areas

Qualifies for LEED[®] v4 Credit
Qualifies for CHPS low emitting credit
(Collaborative for High Performance Schools)
CDPH v1 Emission Certified
Master Painters Institute MPI # 6, 39, 137, 137 X-Green™
Class A (0-25) over non-combustible surfaces when tested in accordance with ASTM E-84
Water Vapor Transmission: ASTM D1653 (method A): 7 perms

Technical Assistance

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data[◇]

White

Vehicle Type	100% Acrylic Latex	
Pigment Type	Titanium Dioxide	
Volume Solids	35%	
Coverage per Gallon at Recommended Film Thickness	400 – 450 Sq. Ft.	
Recommended Film Thickness	– Wet	3.8 mils
	– Dry	1.3 mils
Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.		
Dry Time @ 77 °F (25 °C) @ 50% RH	– To Touch	30 minutes
	– To Recoat	1 hour
High humidity and cool temperatures will result in longer dry, recoat and service times.		
Dries By	Evaporation, Coalescence	
Viscosity	96 – 100 KU	
Flash Point	None	
Gloss / Sheen	Flat (8 – 14 @ 85°)	
Surface Temperature at Application	– Min.	40 °F
	– Max	90 °F
Thin With	Do Not Thin	
Clean Up Thinner	Clean Water	
Weight Per Gallon	10.2 lbs	
Storage Temperature	– Min.	40 °F
	– Max	90 °F

Volatile Organic Compounds (VOC)

29.3 Grams/Liter 0.24 Lbs./Gallon

[◇] Reported values are for White. Contact Benjamin Moore for values of other bases or colors.

Surface Preparation

Surfaces to be painted must be clean, dry, and free of dirt, dust, grease, oil, soap, wax, scaling paint, water soluble materials, and mildew. Remove any peeling or scaling paint and sand these areas to feather edges smooth with adjacent surfaces. Glossy areas should be dulled. Drywall surfaces must be free of sanding dust.

New plaster or masonry surfaces must be allowed to cure before applying base coat. Cured plaster should be hard, have a slight sheen and maximum PH of 10; soft, porous or powdery plaster indicates improper cure. Never sand a plaster surface; knife off any protrusions and prime plaster before and after applying patching compound. Poured or pre-cast concrete with a very smooth surface should be etched or abraded to promote adhesion, after removing all form release agents and curing compounds. Remove any powder or loose particles before priming. Wood substrates must be thoroughly dry. Caution: Smooth planed clapboards or siding must be sanded thoroughly to break the "mill glaze" allowing proper penetration and adhesion.

Difficult Substrates: If the surfaces to be painted exhibit severe tannin or smoke staining, an alkyd based Benjamin Moore primer may be your best choice for conquering these severe conditions. Consult your Benjamin Moore retailer for further guidance.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead

Primer/Finish Systems

New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary. For best hiding results use Sure Seal® Latex Primer Sealer tinted to the approximate finish coat color. **Special Note:** Certain custom colors require a Deep Color Base Primer tinted to a special prescription formula to achieve the desired color. Consult your retailer.

Wood, and engineered wood products:

Primer: Sure Seal® Latex Primer Sealer (027)

Bleeding type woods, (cedar and redwood): Fresh Start® Multi-Purpose Latex Primer (N023), Fresh Start® Multi-Purpose Oil Based Primer (024) or Sure Seal® Latex Primer Sealer (027)

Finish: 1 or 2 coats of the appropriate Benjamin Moore® finish coat

Drywall:

Primer: Sure Seal® Latex Primer Sealer (027)

Finish: 1 or 2 coats of the appropriate Benjamin Moore® finish coat

Plaster:

Primer: Sure Seal® Latex Primer Sealer (027)

Finish: 1 or 2 coats of the appropriate Benjamin Moore® finish coat

Masonry; Rough or Pitted:

Primer: Ultra Spec® Masonry Interior/Exterior Hi-Build Block Filler (571)

Finish: 1 or 2 coats of the appropriate Benjamin Moore® finish coat

Masonry; Smooth Poured or Pre-cast Concrete:

Primer: Sure Seal® Latex Primer Sealer (027) or Ultra Spec® Masonry Interior / Exterior 100% Acrylic Masonry Sealer (608)

Finish: 1 or 2 coats of the appropriate Benjamin Moore® finish coat

Ferrous Metal (Steel and Iron):

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04) or Super Spec HP® Alkyd Metal Primer (P06)

Finish: 1 or 2 coats of the appropriate Benjamin Moore® finish coat.

Non-Ferrous Metal (Galvanized & Aluminum): All new metal surfaces must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier (V600) to remove contaminants. New shiny non-ferrous metal surfaces that will be subject to abrasion should be dulled with very fine sandpaper or a synthetic steel wool pad to promote adhesion

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04) or Sure Seal® Latex Primer Sealer (027)

Finish: 1 or 2 coats of the appropriate Benjamin Moore® finish coat.

Repaint, All Substrates: Prime bare areas with the primer recommended for the substrate above.

Application

Stir thoroughly before and during use. Apply one or two coats.

Paint Application: For best results, use a premium Benjamin Moore® custom-blended nylon/polyester brush, premium Benjamin Moore® roller, or a similar product. Apply paint generously from unpainted area into wet area. This product can also be sprayed.

Spray, Airless: Fluid Pressure: 1500 – 2500

Tip: .013 - .017

Thinning/Clean Up

Thinning is unnecessary, but if required to obtain desired application properties, a small amount of clean water may be added. Never add other paints or solvents.

Clean Up: Use soap and water. Spray equipment should be given a final rinse with mineral spirits to prevent corrosion or follow state/local guidelines on solvent use.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.

Environmental Health & Safety Information

Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING Cancer and Reproductive Harm—
www.P65warnings.ca.gov

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under "Clean Up".

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional
health and safety information.**

Oil & Grease Emulsifier V600

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Application

Shake well before using.

Corotech® Oil & Grease Emulsifier should be mixed with water before use, 11 parts water to 1 part emulsifier for heavy cleaning requirements and 15 parts water to 1 part emulsifier for light cleaning. A mixed gallon will clean approximately 100 square feet of area. Pour the water and emulsifier mixture onto the surface to be cleaned. Allow this solution to work for 15 to 30 minutes then scrub the surface with a stiff bristled brush. Rinse thoroughly with clean water or pick up residue with a wet/dry vacuum. Repeat the cleaning procedure if necessary.

Clean Up

Clean up with clean water.

Environmental Health & Safety Information

Danger

Causes skin irritation

Causes serious eye damage

May cause an allergic skin reaction

Prevention: Wash face, hands and any exposed skin thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection. Avoid breathing dust/ fume/ gas/ mist/ vapors/ spray. Contaminated work clothing should not be allowed out of the workplace.

Response: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing and wash before reuse. If skin irritation or rash occurs: Get medical advice/attention.

Disposal: Dispose of contents/container to an approved waste disposal plant.



WARNING: Cancer and Reproductive Harm—
www.P65warnings.ca.gov

PROTECT FROM FREEZING

**Refer to Safety Data Sheet for
additional health and safety information.**



ULTRA SPEC[®] HP

ACRYLIC METAL PRIMER

HP04

Features

- Water thinned
- Rust inhibitive
- Fast dry and fast full cure times
- Excellent adhesion
- Can be applied to galvanized metal

Recommended For

For commercial and residential applications. Ferrous Metal, Galvanized Metal, Equipment, Metal buildings, Fences, Masonry and General maintenance painting substrates

General Description

This unique waterborne, acrylic primer minimizes flash rusting and protects steel from corrosion. Its rust-inhibitive formula is ideal for use on interior and exterior ferrous and galvanized metal. This primer can be applied to slightly damp surfaces and adheres well to most hard to coat substrates. It can also be used to prime masonry substrates.

Limitations

- Not for immersion service
- Not for exposure to strong chemicals
- Not for exposure to acids or alkali
- Not to be applied if relative humidity exceeds 90%

Product Information

Labor Saving Benefits

- This primer is water thinned eliminating the need for costly solvents.
- Excellent rust inhibition for extended coating life.
- Fast dry and fast cure times eliminate costly down time.
- Excellent adhesion to hard-to-coat substrates such as zinc coated surfaces.

Colors — Standard:

White (01)
(May be tinted with up to 2 fl. oz. of Benjamin Moore[®] Gennex[®] colorants per gallon)

— Special Colors:

Contact your Benjamin Moore representative

Certifications & Qualifications:

VOC compliant in all regulated areas

Qualifies for LEED[®] v4 Credit
Qualifies for CHPS low emitting credit
(Collaborative for High Performance Schools)
CDPH v1 Emission Certified
Master Painters Institute MPI # 107, 107 X-Green[™], 134
Class A (0-25) over non-combustible surfaces when tested in accordance with ASTM E-84

Technical Assistance

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data[◇]

White

Vehicle Type	Acrylic	
Pigment Type	Titanium Dioxide & Corrosion Inhibitors	
Volume Solids	43%	
Coverage per Gallon at Recommended Film Thickness	300 – 400 Sq. Ft.	
Recommended Film Thickness	– Wet	4.0 – 5.5 mils
	– Dry	1.7 – 2.3 mils
Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.		
Dry Time @ 77°F (25°C) @ 50% RH	– To Touch	30 Minutes
	– To Recoat	2 Hours
High humidity and cool temperatures will result in longer dry, recoat and service times.		
Dries By	Coalescence	
Dry Heat Resistance	260 °F	
Viscosity	85 ± 3 KU	
Flash Point	None	
Gloss / Sheen	Matte (0 – 10 Max @ 60°)	
Surface Temperature at Application	– Min.	50 °F
	– Max.	95 °F
Thin With	Clean Water	
Clean Up Thinner	Clean Water	
Weight Per Gallon	10.9 lbs	
Storage Temperature	– Min.	40 °F
	– Max.	90 °F

Volatile Organic Compounds (VOC)

48 Grams/Liter .40 Lbs./Gallon

[◇]Reported values are for White. Contact Benjamin Moore for values of other bases or colors.

Surface Preparation

Surfaces to be coated must be clean, dry, and free of oil, grease, dust, flaky rust, mill scale, loose paint, chalk, mildew, and other foreign matter that could interfere with adhesion. Glossy surfaces should be dulled by abrading the surface.

Metal: Remove loose rust and scale with a scraper, wire brush, or sandpaper. Clean bare metal with an Oil & Grease Emulsifier or mineral spirits.

Mildew: If mildew is present, it must be removed by scrubbing with a commercial mildew wash. If mildew is widespread, the use of power wash equipment is suggested. **Caution:** Use rubber gloves, work goggles, and protective clothing when applying mildew wash. Follow manufacturer's directions.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Primer/Finish Systems

New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary. For best hiding results, tint the primer to the approximate shade of the finish coat, especially when a significant color change is desired. **Special Note:** Certain custom colors require a Deep Color Base Primer tinted to a special prescription formula to achieve the desired color. Consult your retailer.

Ferrous Metal:

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04)

Finish: Appropriate Benjamin Moore® Alkyd or Latex Finish Coat

Galvanized Metal: All new galvanized metal surfaces must be thoroughly cleaned with an Oil & Grease Emulsifier to remove contaminants.

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04)

Finish: Appropriate Benjamin Moore® Alkyd or Latex Finish Coat

Masonry; Smooth Poured or Pre-cast Concrete:

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04)

Finish: Appropriate Benjamin Moore® Alkyd or Latex Finish Coat

Repaint, All Substrates: Prime bare areas with the primer recommended for the substrate above.

Application

Mixing of Paint: Stir thoroughly before and occasionally during use. **Do not thin.**

Apply one or two coats. For best results, use a Benjamin Moore® Professional custom-blended nylon/polyester or china bristle brush, Benjamin Moore® Professional roller, or a similar product. This product can also be sprayed.

Spray, Airless: Fluid Pressure — 2,000 to 2,500 PSI;
Tip — .013 - .017 Orifice

Thinning/Clean Up

Clean Up: Clean all equipment immediately after using with soap and water. Spray equipment should be given a final rinse with mineral spirits to prevent corrosion.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information

WARNING!

Possible birth defect hazard. Contains, 2,2,4-trimethyl-1,3-pentanediol diisobutyrate, which may cause birth defects based on animal data.

Use only with adequate ventilation. Do not breathe vapors, spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING: Cancer and Reproductive Harm—
www.P65warnings.ca.gov

WARNING: This product contains isothiazolinone compounds at levels of <0.1%. These substances are biocides commonly found in most paints and a variety of personal care products as a preservative. Certain individuals may be sensitive or allergic to these substances, even at low levels

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under “Clean Up”.

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional
health and safety information.**



ULTRA SPEC[®] EXT SATIN FINISH N448

Features

- Exceptional film durability
- Exceptional hiding power
- Resistant to color fading, blistering, and alkali
- May be applied at temperatures down to 40 °F (4.4 °C)
- Long lasting gloss
- Easy to apply
- Rapid dry for quick recoating
- Provides mildew resistant coating
- Low VOC in any color

Recommended For

Recommended for wood, hardboard, vinyl, aluminum and fiber cement sidings; unglazed brick, concrete, stucco, cinder block, and primed metal.

General Description

A professional quality 100% acrylic exterior satin finish which features excellent hiding, film durability and color retention. Fast-dry formula allows for quick re-coating as well as low temperature application.

Limitations

- Do not apply when air and surface temperatures are below 40 °F (4.4 °C).
- Do not paint vinyl siding or trim darker than the original color
- Not for interior use

Product Information		
Colors — Standard: White (01) (May be tinted with up to 2.0 fl. oz. of Benjamin Moore [®] Gennex [®] colorants per gallon.)	Technical Data[◇]	
	Pastel Base	
— Tint Bases: Benjamin Moore [®] Gennex [®] bases 1X, 2X, 3X & 4X	Vehicle Type	100% Acrylic
	Pigment Type	Titanium Dioxide
— Special Colors: Contact your Benjamin Moore representative	Volume Solids	37.7 ± 2%
	Coverage per Gallon at Recommended Film Thickness	350 – 450 Sq. Ft.
Certifications & Qualifications: VOC compliant in all regulated areas Passes ASTM D6904 Wind Driven Rain Resistance: Over one coat of Ultra Spec [®] Masonry Int/Ext 100% Acrylic Sealer (0608) Water vapor permeance (breathability) ASTM D1653: 53.01 perms Master Painters Institute MPI # 15	Recommended Film Thickness	– Wet 4.0 mils – Dry 1.5 mils
	Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.	
Technical Assistance Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com	Dry Time @ 77 °F (25 °C) @ 50% RH	– To Touch 1 Hour – To Recoat 4 Hours
	Painted surfaces can be washed after two weeks. High humidity and cool temperatures will result in longer dry, recoat and service times.	
	Dries By	Evaporation, Coalescence
	Viscosity	96 ± 2 KU
	Flash Point	None
	Gloss / Sheen	Satin (10-20 @ 60°)
	Surface Temperature at Application	– Min. 40 °F – Max. 100 °F
	Thin With	See Chart
	Clean Up Thinner	Clean Water
	Weight Per Gallon	10.3 lbs
	Storage Temperature	– Min. 40 °F – Max. 90 °F
	Volatile Organic Compounds (VOC) 46 Grams/Liter .38 Lbs./Gallon	

[◇] Reported values are for Pastel Base. Contact Benjamin Moore for values of other bases or colors.

Surface Preparation

Surfaces must be clean, dry and free of oil, grease, wax, rust, mildew, chalk and loose or scaling paint. Cement based water proofing paints should be removed. Glossy surfaces must be dulled. Un-weathered areas such as eaves, porch ceilings, overhangs and protected wall areas should be washed with a Benjamin Moore® Clean (N318) and rinsed with a strong stream of water from a garden hose or power washer to remove contaminants that can interfere with proper adhesion. Stains from mildew must be removed by cleaning with Benjamin Moore® Clean (N318) prior to coating the surface. **Caution:** Refer to the (N318) Clean technical data and material safety data sheets for instructions on its proper use and handling.

All new masonry surfaces must be power washed or brushed thoroughly with stiff fiber bristles to remove loose particles. New masonry substrates must be allowed to cure for 30 days before priming or painting. Poured or pre-cast concrete with a very smooth surface should be etched or abraded to promote adhesion, after removing all form release agents and curing compounds.

Difficult Substrates: Benjamin Moore offers a number of specialty primers for use over difficult substrates such as bleeding woods, grease stains, crayon markings, hard glossy surfaces, or other substrates where paint adhesion or stain suppression is a particular problem. Your Benjamin Moore® retailer or Architectural Representative can recommend the right problem-solving primer for your special needs.

WARNING! If you scrape sand or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH-approved respirator to control lead exposure. Carefully clean up with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Primer/ Finish Systems

New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary. For best hiding results, tint the primer to the approximate shade of the finish coat, especially when a significant color change is desired. **Special Note:** Certain custom colors require a Deep Color Base Primer tinted to a special prescription formula to achieve the desired color. Consult your retailer.

Wood and engineered wood products:

Primer: Ultra Spec® EXT latex Primer (N558), Fresh Start® Multi-Purpose Latex Primer (N023) or Fresh Start® Exterior Wood Primer (094)

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Bleeding Type Woods, (Redwood and Cedar):

Primer: Fresh Start® Exterior Wood Primer (094) or 1-2 coats of Fresh

Start® High-Hiding All Purpose Primer (046) may be used

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Hardboard Siding, Bare or Factory Primed:

Primer: Ultra Spec® EXT latex Primer (N558)

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Vinyl Siding & Vinyl Composite

Note: Do not paint vinyl siding or trim darker than the original color.

Primer: Fresh Start® Multi-Purpose Latex Primer (N023)

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Rough or Pitted Masonry:

Primer: Ultra Spec® Masonry Interior/Exterior Hi-Build Block Filler (571)

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Poured or Pre-cast Concrete and Fiber Cement Siding:

Primer: Ultra Spec® Masonry Interior / Exterior 100% Acrylic Masonry Sealer (608) or Fresh Start® Multi-Purpose Latex Primer (N023)

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Ferrous Metal (Steel and Iron):

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04) or Super Spec HP® Alkyd Metal Primer (P06)

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Non-Ferrous Metal (Galvanized & Aluminum): All new metal surfaces must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier (V600) to remove contaminants. New shiny non-ferrous metal surfaces that will be subject to abrasion should be dulled with very fine sandpaper or a synthetic steel wool pad to promote adhesion

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04)

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Repaint, All Substrates: Prime bare areas with the primer recommended for the substrate above.

Application

Stir thoroughly before and during use. Apply one or two coats. Paint Application: For best results, use a premium Benjamin Moore® custom-blended nylon/polyester brush, premium Benjamin Moore® roller, or a similar product. Apply paint generously from unpainted area into wet area. This product can also be sprayed.

Thinning/Clean up

Conditioning with Benjamin Moore® 518 Extender may be necessary under certain conditions to adjust open time or spray characteristics. The chart below is for general guidance		
	Mild conditions Humid (RH> 50%) with no direct sunlight & with little to no wind	Severe Conditions Dry (RH<50%), in direct sunlight, or windy conditions
Brush: Nylon / Polyester	No thinning necessary	Add 518 Extender or water: Max of 8 fl. oz. to a gallon of paint Never add other paints or solvents.
Roller: Premium Quality		
Spray: Airless Pressure: 1500 -2500 psi Tip: .011-0.015		

Clean Up: Clean up with warm soapy water. Spray equipment should be given a final rinse with mineral spirits to prevent rusting.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information

Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING: Cancer and Reproductive Harm—
www.P65warnings.ca.gov

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under “Clean up”.

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

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health and safety information**



COMMAND™

WATERBORNE ACRYLIC URETHANE GLOSS V390

Features

- For light-to-moderate industrial, commercial and select residential use
- Interior/Exterior use
- Low temperature application
- Block resistant
- Multi-surface application
- Fast return-to-service

Recommended For

Galvanized and other non-ferrous metals, concrete, masonry, wood, fiberglass, in addition to properly prepared ferrous metals, drywall and plaster. Corotech® Command™ is designed for use on handrails, shelving, doors, floors, stairs, ramps, safety markers, curbs, cabinets, awnings, shutters, molding, piping, and more.

General Description

Corotech® COMMAND™ is an extremely durable, single-component, multi-substrate solution to help you save time and tackle multiple jobs with confidence. This interior/exterior, UV-resistant acrylic urethane enamel provides superior adhesion and abrasion resistance on a variety of substrates, and is ideal for facility maintenance and property management applications where minimal maintenance disruptions and quick returns to service are required.

Limitations

- Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C) - Relative humidity should be below 90%.
- Not intended as a whole house exterior paint over wood
- Not for immersion service.
- Not recommended for coating over Kynar® or similar finishes.

Product Information

Colors — Standard:

White (01), Safety Yellow (10), Safety Red (20), Black (80)

— Tint Bases:

Benjamin Moore® Gennex® bases 1X, 2X, 3X & 4X

— Special Colors:

Contact your retailer

Certification & Qualifications:

The products supported by this data sheet contain a maximum of 150 grams per liter VOC / VOS (1.25 lbs. /gal.) excluding water & exempt solvents.

VOC REGION	COMPLIANT
FEDERAL	YES
OTC	YES
OTCII	NO
CARB	YES
CARB07	NO
UTAH	NO
AZMC	YES
SCAQMD	NO

Technical Assistance:

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data◇

Base 1

Vehicle Type	Acrylic Urethane	
Pigment Type	Titanium Dioxide	
Volume Solids	36.5 ± 1.0%	
Coverage per Gallon at Recommended Film Thickness	350 – 450 Sq. Ft.	
Recommended Film Thickness	– Wet	3.7 – 4.7 mils
	– Dry	1.3 – 1.7 mils
Depending on surface texture and porosity		
Dry Time @ 77 °F (25 °C) @ 50% RH	– Tack Free	15 Minutes
	– Block-Resistant	1 Hour
	– To Recoat	1 Hour
	– Return to Service	24 Hours
High humidity and cool temperatures will result in longer dry, recoat and service times.		
Dries By	Evaporation	
Viscosity	87 ± 3 KU	
Flash Point	200 °F or Greater (TT-P-141, Method 4293)	
Gloss / Sheen	Gloss (80+ @ 60°)	
Surface Temperature at Application	– Min.	35 °F
	– Max.	100 °F
Thin With	Water	
Clean Up Thinner	Warm, Soapy Water	
Weight Per Gallon	10.2 lbs.	
Storage Temperature	– Min.	40 °F
	– Max.	95 °F

Volatile Organic Compounds (VOC)

146 Grams/Liter 1.21 Lbs./Gallon

◇ Reported values are for Base 1.

Surface Preparation

Prior to painting any surface, remove all grease, dirt and other surface contamination by applying a solution of Corotech® Oil & Grease Emulsifier V600. Remove all remaining loose paint, rust and mill scale via Hand Tool Cleaning (SSPC-SP2) or Power Tool cleaning (SSPC-SP3). Fill holes and cracks and sand smooth. Glossy surfaces must be fully deglossed. Moderate to heavily rusted areas must be thoroughly prepared and active rust should be properly removed.

Ferrous Metal: Remove any active rusted areas according to the surface preparation instructions. Apply one coat of Corotech® Acrylic Metal Primer V110 prior to top coating.

Non-Ferrous Metal (Galvanized & Aluminum): Galvanized steel normally comes from the mill chemically treated or passivated, to prevent white rusting or oxidation of the galvanized surface during the time it is being stored or shipped to the job site. Due to this, the surface must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier V600 or solvent wiping in accordance with SSPC-SP1 prior to coating. Prime properly prepared surfaces with Acrylic Metal Primer V110, Waterborne Bonding Primer V175 or apply 1-2 coats of COMMAND™ direct.

Wood Surfaces: For best results, prime bare spots and new wood with a quality acrylic primer. Apply one or two finish coats of COMMAND™ as needed. COMMAND™ can also be used as a self-sealing topcoat, however may dry to an uneven finish on some species of wood.

Dry Wall and Plaster: Prime new drywall and **fully cured** plaster with a quality acrylic primer. Apply one or two finish coats as needed.

Concrete Surfaces: Allow new concrete to age for a minimum of 30 days. New or old unpainted concrete should be etched with a concrete etch solution and then rinsed thoroughly with water. Be sure to follow the manufacturer's instructions when mixing and using solution. (Protect skin and eyes by wearing rubber gloves and goggles.) Rinse surface thoroughly with clean water. Allow surface to dry completely before coating. Old painted concrete should be fully cleaned and sanded if necessary.

Glossy Surfaces: Glossy surfaces must be deglossed to obtain a surface profile prior to coating. The preferred method is thoroughly sanding the surface area. Areas that cannot be properly deglossed should be primed with Corotech® Waterborne Bonding Primer V175 prior to finish coating.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead

Application

Mixing of Paint: Stir thoroughly before and occasionally during use. For best application results, apply generously going from unpainted into painted areas.

Thin with sparingly with water if needed.

Airless Spray:

Tip range between .015 and .019.

Total fluid output pressure at tip should not be less than 2400 psi.

Air Spray (Pressure Pot):

DeVilbiss MBC or JGA gun, with 704 or 765 air cap and Fluid Tip E.

Brush: Synthetic Bristle only.

Roller: ½" nap or finer for smooth surfaces.

NOTE: Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with recommended thinner. Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C). Relative humidity should be below 90%. Do not apply if within 5 degrees of dew point or if rain is expected within 4 hours of application.

Clean Up

Clean with warm, soapy water.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information

WARNING!

CAUTION: All floor coatings may become slippery when wet. Where non-skid characteristics are desired, use an appropriate anti-slip aggregate.

Possible birth defect hazard. Contains, **Carbamic acid, 1H-benzimidazol-2-yl-, methyl ester and Trimethylolpropane**, which may cause birth defects based on animal data.

Use only with adequate ventilation. Do not breathe vapors, spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. May cause allergic skin reaction. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING: Cancer and Reproductive Harm—
www.P65warnings.ca.gov

WARNING: This product contains isothiazolinone compounds at levels of <0.1%. These substances are biocides commonly found in most paints and a variety of personal care products as a preservative. Certain individuals may be sensitive or allergic to these substances, even at low levels.

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under "Clean Up".

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional
health and safety information.**



COMMAND™

WATERBORNE ACRYLIC URETHANE SATIN V392

Features

- For light-to-moderate industrial, commercial and select residential use
- Interior/Exterior use
- Low temperature application
- Block resistant
- Multi-surface application
- Fast return-to-service
- Satin finish

Recommended For

Galvanized and other non-ferrous metals, concrete, masonry, wood, fiberglass, in addition to properly prepared ferrous metals, drywall and plaster. Corotech® Command™ is designed for use on handrails, shelving, doors, floors, stairs, ramps, safety markers, curbs, cabinets, awnings, shutters, molding, piping, and more.

General Description

Corotech® COMMAND™ is an extremely durable, single-component, multi-substrate solution to help you save time and tackle multiple jobs with confidence. This interior/exterior, UV-resistant acrylic urethane enamel provides superior adhesion and abrasion resistance on a variety of substrates, and is ideal for facility maintenance and property management applications where minimal maintenance disruptions and quick returns to service are required.

Limitations

- Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C) - Relative humidity should be below 90%.
- Not intended as a whole house exterior paint over wood
- Not for immersion service.
- Not recommended for coating over Kynar® or similar finishes.

Product Information

Colors — Standard:

White (01), Bronzestone (62), Black (80)

— Tint Bases:

Benjamin Moore® Gennex® bases 1X, 2X, 3X & 4X

— Special Colors:

Contact your retailer

Certification & Qualifications:

The products supported by this data sheet contain a maximum of 150 grams per liter VOC / VOS (1.25 lbs. /gal.) excluding water & exempt solvents.

VOC REGION	COMPLIANT
FEDERAL	YES
OTC	YES
OTCII	NO
CARB	YES
CARB07	NO
UTAH	NO
AZMC	YES
SCAQMD	NO

Technical Assistance:

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data◇

Base 1

Vehicle Type	Acrylic Urethane
Pigment Type	Titanium Dioxide
Volume Solids	40.5 ± 1.0%
Coverage per Gallon at Recommended Film Thickness	350 – 450 Sq. Ft.
Recommended Film Thickness	– Wet 3.5 – 4.7 mils – Dry 1.4 – 1.9 mils
Depending on surface texture and porosity	
Dry Time @ 77 °F (25 °C) @ 50% RH	– Tack Free 15 Minutes
	– Block-Resistant 1 Hour
	– To Recoat 1 Hour
	– Return to Service 24 Hours
High humidity and cool temperatures will result in longer dry, recoat and service times.	
Dries By	Evaporation
Viscosity	87 ± 3 KU
Flash Point	200 °F or Greater (TT-P-141, Method 4293)
Gloss / Sheen	Satin (20 – 30 @ 60°)
Surface Temperature at Application	– Min. 35 °F – Max. 100 °F
Thin With	Water
Clean Up Thinner	Warm, Soapy Water
Weight Per Gallon	10.7 lbs.
Storage Temperature	– Min. 40 °F – Max. 95 °F

Volatile Organic Compounds (VOC)

148 Grams/Liter 1.23 Lbs./Gallon

◇ Reported values are for Base 1.



MODERN MASTERS® METALLIC PAINT COLLECTION PRIMER

DESCRIPTION AND USES

Modern Masters® Metallic Paint Primer is an ideal primer and foundation color for Modern Masters' Metallic Paint Collection, Matte Metallics and Exterior Metallic Paints. It promotes adhesion on smooth surfaces, dries fast and is immediately sandable when dry. It also provides excellent stain-blocking power and can tolerate a caustic substrate level of pH 13. Use Cool Tone Primer under Silver and Pewter Metallic colors. For Gold and Copper Metallic colors, use Modern Masters Warm Tone Primer.

Metallic Paint Primer is suitable for concrete, masonry, non-ferrous metal, galvanized steel, plastic, wallboard, wood, plaster, stucco, and previously coated surfaces. It can be used for both interior and exterior applications.

PRODUCTS

32 Oz.	GALLON	DESCRIPTION
337170	337184	Metallic Cool Tone Primer
337171	337185	Metallic Warm Tone Primer

PRODUCT APPLICATION

SURFACE PREPARATION

ALL SURFACES: Remove dirt, grease, oil, salt and chemical contaminants by washing the surface with a commercial detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry. If any mold or mildew is present on the surface clean further with one quart of household bleach added to a gallon of water. Rinse with clean water. Severely mildewed areas should be cleaned with a chlorinated cleansing powder and thoroughly rinsed with water. All surfaces must be dry at time of application.

GALVANIZED STEEL: New galvanized steel should be solvent cleansed to remove all post galvanizing treatments such as oil, grease or wax. Old or existing galvanized steel should be thoroughly washed to remove all surface contaminants.

CONCRETE AND MASONRY: Hand or power tool clean to remove all loose or unsound concrete, masonry, or previous coating. Very dense, non-porous, concrete should be acid etched or abrasive blasted to remove the laitance layer and create a surface profile. Allow new concrete to cure for 30 days before coating.

PREVIOUSLY COATED: Previously coated surfaces must be sound and in good condition. Smooth, hard or glossy finishes should be scarified by sanding to create a surface profile.

PRODUCT APPLICATION (cont.)

SURFACE PREPARATION (cont.)

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

APPLICATION

Mix thoroughly. Product is formulated to be used as is. Apply only when air and surface temperatures are between 50-90°F (10-32°C), the relative humidity is no greater than 85% and surface is at least 5°F (3°C) above dew point. Dry times may be effected by extreme high or low relative humidity. Ensure fresh air entry during application and when drying.

BRUSHING: Use a high quality synthetic bristle brush.

ROLLING: Use a high quality low nap roller.

SPRAYING: Air –Atomized Spray (pressure feed only): Fluid tip – 0.055-0.070, Fluid Delivery – 10-16 oz./min, Atomizing Pressure – 25-60 psi. Airless Spray: Fluid Pressure – 1800-3000 psi, Fluid Tip – 0.013-0.017, Filter Mess 100.

TINTING: To improve hide and coverage with darker and deeper colors, Metallic Paint Primer can be tinted to even darker tones with up to 2 oz. of universal colorant per gallon. Tinting may increase dry times.

DRY TIMES: Recoat time is approximately 1 hour. Dry-to-touch time is approximately 30 minutes. (Drying times were recorded at 77°F and 50%RH.)

Note: Lower temperature and/or higher humidity will lengthen the dry and cure times.

COVERAGE: One gallon will cover up to 325 square feet.

CLEAN UP: Clean brushes, rollers, tool, and equipment with soap and warm water immediately after use. Promptly wipe up spills and splatters with a damp cloth.

HANDLING & STORAGE: Close tightly all containers when not in use. Store in a cool dry place away from direct sunlight.

DISPOSAL: Dispose of unused or unwanted product in accordance with local laws regulating water-based coatings.

		TECHNICAL DATA	MDM-05
		MODERN MASTERS® METALLIC PAINT COLLECTION PRIMER	

PHYSICAL PROPERTIES

		METALLIC PAINT PRIMER
Resin Type		Styrenated Acrylic
Pigment Type		Varies with Color
Solvents		Water, Glycol Ethers
Weight	Per Gallon	10.53-10.54 lbs.
	Per Liter	1.26 kg
Solids	By Weight	49.14-49.29 %
	By Volume	35.89-36.12 %
Volatile Organic Compounds		<100 g/l
Recommended Dry Film Thickness (DFT) per Coat		1.5 mils
Wet Film to Achieve DFT (Unthinned material)		4 mils
Practical Coverage at Recommended DFT (assume 15% material loss)		Up to 325 sq.ft./gal.
Dry Times at 77°F (25°C) and 50% Relative Humidity	Touch	30 minutes
	Handle	1 hour
	Recoat	1 hour
	Full Cure	7 days
Shelf Life		5 years
Flash Point		200°F
Safety Information		For additional information, see SDS

Calculated values are shown and may vary from the actual manufactured material.

The technical data and suggestions for use contained herein are correct to the best of our knowledge, and offered in good faith. The statements of this literature do not constitute a warranty, express, or implied, as to the performance of these products. As conditions and use of our materials are beyond our control, we can guarantee these products only to conform to our standards of quality, and our liability, if any, will be limited to replacement of defective materials. All technical information is subject to change without notice.



Rust-Oleum Corporation
11 Hawthorn Parkway
Vernon Hills, Illinois 60061

Phone: 800-942-3166
www.modernmasters.com

Form: ARJ-1642
Rev.: 011520



MODERN MASTERS® EXTERIOR METALLIC PAINT COLLECTION™

DESCRIPTION AND USES

Modern Masters® Exterior Metallic Paint Collection™ provides a beautiful metallic look durable for exterior applications. This complete system includes two multi-surface primers, Cool and Warm Tone and 12 pre-mixed metallic paint colors. These colors can be applied by brush, roller or spray equipment to exterior architectural surfaces such as window mullions, exterior paneling and other architectural features. **It's water, mold, mildew, chemical, stain, mar, impact and UV resistant, so no additional protective top coat is needed.** This product reduces the overall time and numbers of coats required to beautify and protect your project.

PRODUCTS

QT. SKU	GAL. SKU	DESCRIPTION
337158	337172	Excalibur
337159	337173	Stainless Steel
337160	337174	Restoration Nickel
337161	337175	Gray Velvet
337162	337176	Aged Nickel
337163	337177	Chocolate Shimmer
337164	337178	Dome Gold
337165	337179	Brass Monkey
337166	337180	Treasure Gold
337167	337181	Cinnamon Sparkle
337168	337182	Fawn Bronze
337169	337183	Café Bronze

RECOMMENDED PRIMERS

QT. SKU	GAL. SKU	DESCRIPTION
337170	337184	Metallic Cool Tone Primer
337171	337185	Metallic Warm Tone Primer

NOTE: Metallic Paint Primers are suitable for concrete, masonry, nonferrous metal, galvanized steel, plastic, wallboard, wood, plaster, stucco, and previously coated surfaces.

COMPATIBLE PRIMERS

- Zinsser® SealCoat™
Substrates: wood knots
- Zinsser® WATERTITE® LV
Substrates: hot concrete
- Rust-Oleum® Sierra S-70
Substrates: ferrous metals
- Rust-Oleum® Sierra Metalmax®
Substrates: ferrous metals, DTM direct to metal and window and door mullions

PRODUCT APPLICATION

SURFACE PREPARATION

All surfaces to be painted must be entirely free of dust, dirt, oil, grease, and other contaminants. Completely remove all loose, flaking, or chalking paint from the surfaces. Do not apply over slick or glossy surfaces. **Properly prime the clean, dry surface with a primer from our Recommended Primer/Compatible Primer list and allow the surface to dry completely—preferably overnight.**

NOTE: Lower temperature and higher humidity will lengthen the dry and cure times of primers.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

APPLICATION

NOTE: Always test the product in a small, inconspicuous area before beginning a project to see if the desired results are attained. We recommend preparing a sample board prior to beginning a project to check color and technique. The paint should be mixed thoroughly before using.

Modern Masters Exterior Metallic Paint Collection paints can be brushed, rolled, or spray applied (See specific equipment requirements under Spraying) onto any paintable, properly primed, interior or exterior surface, such as walls, ceilings, columns, trim, doors, furniture, and paintable wallcoverings. Two coats are recommended for best results.

Do not apply in temperatures below 58°F/14°C or above 85°F/29°C and surface temperature is at least 5°F/3°C above the dew point.

BRUSHING: Use a high-quality brush recommended for water-based paints.

ROLLING: Use a high-quality 3/8 nap roller. Thoroughly clean the roller cover before beginning project. Work in sections, approximately 3-4 foot wide, keeping a wet-edge, cross roll to improve coverage, finishing the surface by back-rolling in one direction, top to bottom. This procedure will minimize lap marks, properly orient the metallic particles and give a uniform appearance.



MODERN MASTERS® EXTERIOR METALLIC PAINT COLLECTION™

PRODUCT APPLICATION (cont.)

APPLICATION (cont.)

SPRAYING: Use a NIOSH approved respirator when spraying. Provide adequate ventilation. To spray Exterior Metallic Paint Collection paints, thin with up to 16 fluid ounces of water to one gallon of Exterior Metallic Paint Collection paints. Thin carefully, as over thinning of the paint will result in loss of hide and a reduction of the desired appearance.

Use an HVLP gun or a conventional cup gun with the fluid and air supply from a pressure pot and compressor. Air pressure at the HVLP spray gun needs to be approximately 45 psi, with greater pressures at the tank, approximately 60 psi.

NOTE: Do not use turbine-type “air compressors” to power the HVLP spray gun and do not use airless spray systems.

TAPING: Use high quality, low-tack tape when taping over surfaces that have been previously painted with Exterior Metallic Paint. Therefore consider cutting along the tape edge with a razor blade to avoid delaminating the fresh paint from the substrate.

PRODUCT APPLICATION (cont.)

TINTING: Exterior Metallic Paint Collection colors can be intermixed to create custom colors.

DRY TIMES: Recoat time is approximately 1-2 hours. Dry to touch time is approximately 30 minutes. (Drying times were recorded at 77°F and 50%RH.)

NOTE: Lower temperature and/or higher humidity will lengthen the dry and cure times.

COVERAGE: One gallon will cover approximately 320 to 400 square feet. Approximately 1.5 mils dry film thickness per coat. A minimum of 3 mils dry film thickness is required for hide and full color development.

CLEAN UP: Clean brushes, rollers, tool, and equipment with soap and warm water immediately after use. Do not reuse containers and properly dispose of empty containers.

		TECHNICAL DATA	MDM-03
		MODERN MASTERS® EXTERIOR METALLIC PAINT COLLECTION™	

PHYSICAL PROPERTIES

		EXTERIOR METALLIC PAINT COLLECTION
Resin Type		Water-Based Acrylic Polyurethane
Weight	Per Gallon	9.11-9.52 lbs.
	Per Liter	1.09-1.14 kg
Solids	By Weight	40-44%
	By Volume	33-36%
Volatile Organic Compounds		Max 350 g/l
Recommended Dry Film Thickness (DFT) per Coat		1.5 mils
Wet Film to Achieve DFT (Unthinned material)		4-4.5 mils
Practical Coverage at Recommended DFT (assume 15% material loss)		320-400 sq.ft./gal.
Dry Times at 77°F (25°C) and 50% Relative Humidity	Touch	30 minutes
	Handle	1 hour
	Recoat	1-2 hours
	Full Cure	12-24 hours
Shelf Life		5 years
Flash Point		200°F (93°C)
Safety Information		For additional information, see SDS

Calculated values are shown and may vary from the actual manufactured material.

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Form: ARJ-1462
Rev.: 012020
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Surface Preparation

Prior to painting any surface, remove all grease, dirt and other surface contamination by applying a solution of Corotech® Oil & Grease Emulsifier V600. Remove all remaining loose paint, rust and mill scale via Hand Tool Cleaning (SSPC-SP2) or Power Tool cleaning (SSPC-SP3). Fill holes and cracks and sand smooth. Glossy surfaces must be fully deglossed. Moderate to heavily rusted areas must be thoroughly prepared and active rust should be properly removed.

Ferrous Metal: Remove any active rusted areas according to the surface preparation instructions. Apply one coat of Corotech® Acrylic Metal Primer V110 prior to top coating.

Non-Ferrous Metal (Galvanized & Aluminum): Galvanized steel normally comes from the mill chemically treated or passivated, to prevent white rusting or oxidation of the galvanized surface during the time it is being stored or shipped to the job site. Due to this, the surface must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier V600 or solvent wiping in accordance with SSPC-SP1 prior to coating. Prime properly prepared surfaces with Acrylic Metal Primer V110, Waterborne Bonding Primer V175 or apply 1-2 coats of COMMAND™ direct.

Wood Surfaces: For best results, prime bare spots and new wood with a quality acrylic primer. Apply one or two finish coats of COMMAND™ as needed. COMMAND™ can also be used as a self-sealing topcoat, however may dry to an uneven finish on some species of wood.

Dry Wall and Plaster: Prime new drywall and **fully cured** plaster with a quality acrylic primer. Apply one or two finish coats as needed.

Concrete Surfaces: Allow new concrete to age for a minimum of 30 days. New or old unpainted concrete should be etched with a concrete etch solution and then rinsed thoroughly with water. Be sure to follow the manufacturer's instructions when mixing and using solution. (Protect skin and eyes by wearing rubber gloves and goggles.) Rinse surface thoroughly with clean water. Allow surface to dry completely before coating. Old painted concrete should be fully cleaned and sanded if necessary.

Glossy Surfaces: Glossy surfaces must be deglossed to obtain a surface profile prior to coating. The preferred method is thoroughly sanding the surface area. Areas that cannot be properly deglossed should be primed with Corotech® Waterborne Bonding Primer V175 prior to finish coating.

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Application

Mixing of Paint: Stir thoroughly before and occasionally during use. For best application results, apply generously going from unpainted into painted areas.

Thin with sparingly with water if needed.

Airless Spray:

Tip range between .015 and .019.

Total fluid output pressure at tip should not be less than 2400 psi.

Air Spray (Pressure Pot):

DeVilbiss MBC or JGA gun, with 704 or 765 air cap and Fluid Tip E.

Brush: Synthetic Bristle only.

Roller: ½" nap or finer for smooth surfaces.

NOTE: Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with recommended thinner. Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C). Relative humidity should be below 90%. Do not apply if within 5 degrees of dew point or if rain is expected within 4 hours of application.

Clean Up

Clean with warm, soapy water.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information

WARNING!

CAUTION: All floor coatings may become slippery when wet. Where non-skid characteristics are desired, use an appropriate anti-slip aggregate.

Possible birth defect hazard. Contains, **Carbamic acid, 1H-benzimidazol-2-yl-, methyl ester**, which may cause birth defects based on animal data.

Use only with adequate ventilation. Do not breathe vapors, spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. May cause allergic skin reaction. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING: Cancer and Reproductive Harm—
www.P65warnings.ca.gov

WARNING: This product contains isothiazolinone compounds at levels of <0.1%. These substances are biocides commonly found in most paints and a variety of personal care products as a preservative. Certain individuals may be sensitive or allergic to these substances, even at low levels.

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under “Clean Up”.

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional
health and safety information.**

VandlTop®

Sacrificial Anti-Graffiti Coating

TECHNICAL DATA SHEET

Tough and Durable Graffiti Resistant Coating



VandlTop® Sacrificial Anti-Graffiti

Description	U/M	Code
VandlTop® Sacrificial Anti-Graffiti	1 Gallon	VG-7101
VandlTop® Sacrificial Anti-Graffiti	5 Gallon	VG-7100

Description

VandlTop® Sacrificial Anti-Graffiti Coating is a waterbased emulsion that dries to a clear and non-yellowing matte finish, and provides a temporary or sacrificial protective shield against graffiti damage caused by spray paints and markers.

Features

- V.O.C. compliant - less than 20 g/L
- Non-flammable
- Graffiti defacement is removed from VANDLTOP® coated surfaces using low-pressure hot water to strip or melt the VandlTop® from the surface
- VandlTop® must be reapplied to stripped or cleaned surfaces to restore graffiti resistance

Rainguard® VandlTop® may be used to protect interior or exterior painted and unpainted surfaces, such as masonry, stucco, and concrete. For application to new masonry, stucco, or concrete surfaces, a first coat of Rainguard water repellent protection is required.

A Complete System

Bare Surfaces:

First apply one coat of Micro-Seal® Water Repellent by Rainguard® (required for applications that need warranties and substrate is unpainted or sealed)

For applications that do not require material and labor warranties, and only need material warranties please refer to VandlGuard® Non-Sacrificial Graffiti Coating.

Recommended Uses

- Aggregate panels
- Concrete, brick, or stucco
- EFIS and cement plaster
- Metal
- Over water-based coatings
- Plastic
- Previously or newly-painted surfaces.
- Stone
- Wood

Coverage Rates (Theoretical)

Substrate	Sq Ft / Gallon
Precision/Split Face Block	200
Ground Face Block	200
Scored/Fluted Block	180
Sand Blasted Block	180
Slump/Adobe Block	200
Heavy Textured Stucco	200
Brick	250
Unpainted Wood	200
Porous Tile	200
Fine/Medium Textured Stucco	250
Cast/Pre-Cast/Tilt-up Concrete	250
Sand Blasted Concrete	225
Exposed Aggregate	225
EFIS	225
Metal	300
Painted Surfaces	300

Application

All surfaces to be coated should be structurally sound, clean, and dry. VandlTop® should be applied by using airless spray equipment. Apply VandlTop® coat at recommended coverage rates. Apply in a fine mist, cross-hatched pattern to build up the wet coating. As soon as the entire surface has been coated, immediately repeat the process with a second pass. Depending on the porosity of the surface, a light second coat may be necessary. Clean equipment with soap and water when finished.



Test Panel

Always apply material to a mock wall or test panel. Test wall or actual surface area to determine acceptable color, surface porosity, application rates and methods before starting general application.

Environmental Conditions

Do not apply to surfaces if moisture content is greater than 15% as measured with an electronic moisture meter. Do not apply materials in climates where freezing temperatures have existed prior to application. Allow adequate time for surfaces to thaw. Establish that air, surface, and material temperatures are above 40°F (4°C) and at least 5°F above the dew point prior to painting. Do not apply at temperatures below 40°F or when temperatures are expected to drop below 40°F within 24 hours of application. Do not apply if rain, snow, or lower temperatures are expected within 48 hours. Do not apply if relative humidity is greater than 80%.

General Precautions

Painted Surfaces:

Allow newly-painted and stucco surfaces to fully chemically cure before application of VandlTop®. Recent formulations of pigmented paints, coatings, and integrally-colored stucco colorant additives contain biocides. These biocides must be released before application of VandlTop. Please consult the manufacturer of the paint/stucco coating to determine the chemical curing period. Rainguard is not responsible for yellowing or color differences as a result of application of the VandlTop over uncured paint or integrally colored stucco surfaces. Allow the VandlTop® product to cure three days before removing graffiti.

Graffiti Removal Steps

1. Use a hot pressure wash to remove graffiti
2. PSI should be at least 2,000 up to 4,000.
3. Proceed with cleaning.
4. Allow to dry for 1 hour before reapplication.

Limited Warranty Procedures

The information contained herein is offered in good faith and is believed to be accurate. To be eligible for a Rainguard Warranty the following must occur:

1. A site visit must be conducted by an employee or agent of Rainguard and a Field Inspection Report completed.
2. A Warranty Application must be fully completed by the applicator.
3. Field Inspection Report, Warranty Application, and a copy of the distributor's invoice must be submitted to and approved by Rainguard.

This material is only warranted when applied in accordance with the manufacturer's guidelines and warranty procedures. Without adherence to these specific guidelines, no expressed or implied warranty of this product is given. Please contact Rainguard for additional information.

Technical Data

For additional performance-testing information, please contact Rainguard technical services.

Material Type	Blended Emulsion
Permeability	100%
Volume	Approx. 32%
Weight	Approx. 50% Solids
Odor	Slight Latex Odor
Temp Range	Application 40°-100° F
Color of Material	Clear
V.O.C.	<20 gm/L
Flash Point	Non-Flammable
Surface Dry Time	1-2 Hours
Full Chemical Cure	72-96 Hrs @ 75°F

Approvals & Qualifications

Los Angeles Research Report	#RR 25060
USGBC - LEED Points	Up to 3 Points

ASTM D7089-06 Graffiti Removal Method

Part Number	Product	Warranty	Trisodium Phosphate	High Pressure Wash	Graffiti Remover
VG-7020 - VG-7025	Urethane	5/10 Year M & L	✓	✓	✓
VG-7006	Acrylic System	1/5/10 M & L			✓
VG-7000	Acrylic	1/5/10 Material			✓
VG-7100	VandlTop Sacrificial	N/A		✓	✓

ASTM D6578/D6578M-13 Anti-Graffiti Cleanability Level

Part Number	Product	Level 9. Detergent	Level 8. IPA	Level 7. Minera Spirits	Level 6. Xylene	Level 5. MEK
VG-7020 - VG-7025	Urethane	✓	✓	✓	✓	✓
VG-7006	Acrylic System		✓	✓		
VG-7000	Acrylic		✓	✓		
VG-7100	VandlTop Sacrificial		✓	✓	✓	✓



VandlTop® Sacrificial Anti-Graffiti



REQUEST FOR BID

300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482
P: (707) 467-5719

Bids may be emailed, faxed, or hand delivered, to the contact information listed herein, and by the specified deadline, or the bid will be rejected.

Submitted by:
(Company Name
& Address)

DATE: 7/1/21

REQ. NO. E38794

**BIDS WILL BE RECEIVED UNTIL
1:30 p.m., July 20th, 2021**

AT THE OFFICE OF THE BUYER

300 SEMINARY AVE. CITY of UKIAH

BY: Seth Strader

Email: sstrader@cityofukiah.com

BIDS ARE REQUESTED FOR THE FOLLOWING ITEMS:

ALL BIDS SHALL BE F.O.B. UKIAH, CA.

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1 Lump Sum	Provide all necessary materials, equipment and labor to prepare and paint the Alex Thomas Plaza as per attached City of Ukiah Specification E38794 dated July 1st, 2021.		
		Tax (8.875 %):	
		Shipping:	
		TOTAL:	
		Payment Terms:	N30

SIGNATURE:

DATE:

LEAD TIME ARO :

PRINT NAME:

PHONE:**EMAIL:**

TERMS:

1. **LOCAL PREFERENCE:** Local Vendors shall be given an allowance of five percent (5%), up to a maximum allowance of \$2,500, on any bid for supplies, equipment and/or materials per Ukiah City Code Section 1522.D.4. A Local Vendor is defined as one which, 1) conducts business in an office or other business premises with a physical location in Mendocino County, 2) holds a valid business license issued by Mendocino County or one of the cities in Mendocino County for that business location, and 3) has conducted business in compliance with 1) and 2) for not less than six (6) months prior to requesting the preference. The City shall receive satisfactory proof that a business qualifies as a local vendor before it may receive the local preference. In the event that there is a tie bid, where one bidder is local, the other is not, and the bid is equal in price and quality, the award shall go to the Local Vendor.
2. Right is reserved to reject any and all bids.
3. Right is reserved to accept separate items unless specifically denied by bidder.
4. Right is reserved to reject a bid from any bidder who has previously failed to perform adequately for the City of Ukiah.
5. In CASE OF DEFAULT, the City of Ukiah may procure the items quoted on from other sources and hold the original bidder liable for any increased costs.
6. The price, terms, delivery point, and delivery date may individually or collectively be the basis of the awarding of the bid.
7. In submitting the bid, bidder agrees that the bid shall remain open and may not be revoked or withdrawn for 60 days from the bid due date, unless a different time period is specified in RFB.
8. Bidder agrees to perform according to its bid, if the City's acceptance is communicated to the bidder within the time specified in number 7 above.
9. For a bid submission to be accepted it must be submitted on this form.

**REQUEST FOR BID
City of Ukiah**

SPECIFICATION E38794

Alex Thomas Plaza Painting

July 1st, 2021

**Bid Due Date
1:30PM July 20th, 2021**

I. Introduction

City of Ukiah is seeking bids from qualified Contractors to provide all necessary materials, equipment and labor to paint the Alex Thomas Plaza, at 310, South School St Ukiah, CA 95482.

II. Bid Procedure

PLEASE TAKE NOTICE: This Request for Bid (RFB) is issued as an open market purchase under Section 1522 of the Ukiah City Code. This is not a formal or informal bid under the provisions of state law governing RFB's for Public Projects. The procedures governing open market purchases are at the discretion of the Purchasing Officer and may vary from bid to bid, depending on the City's needs. The City Code encourages the Purchasing Officer to use modern communications, including the telephone, e-mail and the internet, to obtain the lowest possible price, consistent with the City's needs. The Purchasing Officer does use City bidder's lists when soliciting bids. You may contact the Purchasing Officer if you would like to be placed on the City's bidder's list.

III. Contact Person

The City has designated Seth Strader, Buyer I, as the contact person for questions related to the work requested. Questions are to be submitted in writing, and can be done so by e-mail at sstrader@cityofukiah.com.

IV. Examination of the Site

The Contractor should familiarize himself with the local conditions of the project sites, and shall be responsible for having acquired full knowledge of the job and all problems affecting it. Failure to do so will in no way relieve him/her of the responsibility for performing any of the work or operations required as part of this contract.

V. Bid Submittal Instructions

Bids can be submitted in hardcopy or by email. **Bids are due on or before 1:30PM July 20th, to:**

City of Ukiah Purchasing Department
Attn: Seth Strader
411 West Clay Street
Phone: (707)467-5719
Email: sstrader@cityofukiah.com

It will be the sole responsibility of the bidders to have their bids delivered to the City before the closing hour and date. Late bids will not be considered and will be returned unopened to the sender. The City will not be responsible for any cost incurred by the Contractor in preparation of their bid response.

VI. Scope of Work

The City of Ukiah requests a bid that includes all necessary materials, equipment and labor to clean and paint the various signage, concrete, fascia and other elements as described within Attachment A, Paint Palette & Study.

Contractor shall prepare all to be painted surfaces, repair and texture surface as needed to match existing and paint as specified per these specifications

Contractor will be responsible for preventing over spray on concrete, structures, vegetation and other surfaces that are not to be painted. Contractor will take whatever steps are necessary to avoid this and will be responsible for repairs to return to former condition.

Materials: The Contractor will submit with their bid a list of materials to be used on this project. If the Contractor desires to use an alternate to the paints listed within Attachment A, then the City of Ukiah will have to approve such alternates five (5) working days prior to the bid opening.

1. General

All work performed shall be in accordance with this or paint manufacturer's specifications. Contractor agrees to do all preparation work necessary to paint at his own expense, to furnish all labor, materials, tools and equipment and to perform all the work required in accordance with these specifications. Contractor shall take whatever steps are necessary to provide that the finished job will be as generally accepted by recognized industry standards.

Perform preparation and cleaning procedures in accordance with paint manufacturers' instructions and as herein specified, for each particular substrate condition. Contractor is responsible for any preparations required to yield a uniform finished surface.

Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion off painting of each space or area, reinstall removed items. Take precautions to protect all adjacent areas including windows, floors, furniture, landscaping, etc. from over spray. Contractor shall be solely responsible for any and all damages extending from painting. Contractor shall restore all damaged property to its original condition if possible.

Clean surfaces to be painted before applying paint or surface treatments. Exterior surfaces shall be cleaned using conventional methods such as sand blasting or hydro washing. After blast cleaning, all surfaces shall be cleaned of any dust, blast particles or residual paint particles prior to application of any coatings. This shall be accomplished by air blasting, vacuuming, wiping or other approved method depending on area of structure or substrate material. After hydro washing, all areas shall be allowed to dry prior to coating application. Surface coatings should be applied as soon as practical after cleaning to avoid rusting, tarnishing or any surface contamination that would inhibit a good bond between surface and coating. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

- A. Wood surfaces – Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried. Any evidence of dry rot shall be reported to the City.
- B. Ferrous and nonferrous metals – Clean all surfaces to be painted using conventional methods to remove all rust, tarnish, dirt or other foreign substances. Apply primer or seal coat before exposed areas begin to rust. If rusting has begun, surface must be re-cleaned prior to

application of primer or seal coat. Fill all holes and repair all surface imperfections after the application of primer. Use a filler that is suitable for use with ferrous metals.

- C. Galvanized metals – Clean, degrease and etch all surfaces prior to application of primer coat. Care must be given to remove factory applied stabilizer to insure maximum adhesion of primer coat. Sandpaper and feather any abraded areas. Use an appropriate putty or filler to resolve all imperfections after application of primer coat.
 - D. Plaster – Insure that plaster has thoroughly cured or that moisture content is below 12%. If moisture content is between 8% and 12% use an alkali resistant or other approved primer sealer. Surface should be sanded smooth and dry brushed to remove all surface salts, powders and dust.
 - E. Dry wall – Insure that all joints are properly taped and that all nail heads are set. All tape joints and nail heads are to be spackled and sanded smooth. Dry brush or wipe to remove dust. Inspect surface after application of primer coat and repair or resolve surfaces to maintain a smooth and uniform surface. Surface should not show any tape joints or nail marks.
 - F. Masonry – All surfaces are to be free of loose mortar, dust, dirt and other contaminants. Hollow areas, bug holes, honeycombs, voids, fins, for marks and all protrusions or rough marks are to be ground or stoned to provide a smooth continuous surface. Imperfections if needed shall be filled with a material compatible with substrate and coatings.
 - G. Vinyl – Sand or similarly abrade surface to insure good coating adhesion. Fill all chips, cracks and voids prior to application of finish coat.
 - H. Previously Painted Surfaces – Certain situations may not permit complete removal of previous coatings. If this occurs, all surface contamination must be removed to assure a good bond with previous coating that cannot be removed. Peeling and flaking paint must be removed by scraping or other method. Fill scraped areas or feather edges with sandpaper to create an even texture. All remaining coatings must be tightly bonded to substrates. Semi-gloss and glossy surfaces of previous coatings must be clean and have the finish dulled. This may be accomplished by cleaning and sanding, cleaning with an abrasive cleaner any similar approved method. Method of surface preparation is to be determined by contractor. Prime bare and other spots with appropriate primer to prepare surface for smooth even finish coat. New coatings should be compatible with existing finish. Apply a test patch of approximately two square feet and check for adherence after paint is dry.
2. Materials Preparation and Storage
- All materials shall be delivered to job site in unopened containers. All containers shall have manufacturers label indicating name of manufacturer, type of paint (brand), color and date of manufacture. All paint must be kept sealed when not in use. Paint shall be stored in a manner that complies with manufacturers Coating Preparation and Application Sheets.
- Mix and prepare painting materials in accordance with manufacturer's directions. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue. Stir materials before application to produce a mixture of uniform density, and stir as required during application.

3. Application of Coatings

General: All paints and coatings shall be applied in a manner prescribed by the coating

manufacturer as specified and recommended by the SPAS (Coating and Application Sheet). Use applicators and techniques best suited for substrate and type of material being applied. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. The applied coatings shall be free of all runs, drops, ridges, waves, laps and brush marks etc.

Apply materials at not less than the manufacturers recommended spreading rate, to establish a minimum dry film thickness as indicated by the manufacturer. Apply first coat of coating system to prepared surface as soon as practicable after preparation and before surface deterioration occurs. Allow sufficient time between successive coatings and proper drying. Dry brush surfaces between coats to remove excess over spray if needed. If contractor utilizes spraying method for application, it is recommended that surfaces be back rolled to provide a more uniform and full bodied finish.

4. Clean-up and Protection

During progress of work, remove from site discarded paint materials, rubbish cans and rags at end of each work day. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces. Provide “Wet Paint” signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of paint operations. The contractor shall dispose of all materials not incorporated into the contract work, at a location provided by contractor. The contractor shall leave work area clean each day.

5. Hazardous Materials Compliance

The handling and transportation of hazardous materials, waste and substances must be in accordance with the applicable regulations of the Department of Transportation, the Environmental Protection Agency, the California Highway Patrol, the California Department of Health Services, the California Division of Occupational Safety and Health, the California Administrative Code, the California Labor Code and other regulatory and enforcement agencies.

Containers of flammable, dangerous, or poisonous chemicals shall be clearly and properly labeled as to content along with other pertinent safety information.

Contractor must supply MSDS (Material Safety Data Sheets) for all applicable materials including all paints, coatings, solvents or cleaning agents.

6. Guaranty and Warranty

Contractor shall submit a written guaranty covering all work and materials. Guaranty shall provide for repainting or repair of defective workmanship and materials and shall be effective for two years from date of issuance of “Certificate of Completion”.

7. Deviations

If there are any deviations from the specifications set forth herein, the contractor shall note the deviations. Failure to note a deviation from the specifications may be grounds for rejection of that particular bid. Where deviations are noted, the City reserves the right to accept such deviations provided that, in the sole opinion of the City, the deviation or deviations so noted do not affect the

overall capability of the item bid to perform the function for which it is to be acquired and such deviations result in a lesser total cost to the City for the subject item.

8. **Special Coatings**

Any coatings requiring special application and preparation techniques that are not included in this general specification will be defined by each bid or quotation specification. These coatings although not specified should include good workmanship standards and are subject to approval by the City.

VII. Measurement and Payment

The bid price for this work shall be lump sum, and consist of all labor, materials, equipment, applicable fees, including tax (8.875%) and freight necessary to perform the work as described in this bid specification.

VIII. Terms

The City asks that vendors specify their desired payment preferences in their bid response. The actual payment terms of the contract will be open for negotiation during the contract phase. If no special payments are requested prior to issuing the work, the City will assume net 30 terms.

The City reserves the right to award to the lowest, responsible bidder. The City also reserves the right to waive any irregularities and technicalities and request rebids should it be deemed in its best interests to do so. The price, terms, delivery point, and delivery date may individually or collectively be the basis of the awarding of the bid. In addition, the City reserves the right to make the selection of specific parts of a bid, or multiple proposals that will best meet the needs of the City as defined in this RFB. In addition, the City reserves the right to reject any or all bids. The awarded contractor will enter a “Short Form Construction Contract”, Attachment B.

IX. Addenda

If it becomes necessary to revise any part of this Request for Bid (RFB) after it has been issued, the City will issue an addendum to the RFB containing the revision. All addenda will be posted on the City’s website at www.cityofukiah.com/purchasing with the rest of the RFB documents. Anyone who intends to submit a bid in response to the RFB 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.

X. Warranty

Unless otherwise indicated, the Contractor must provide a 1-year workmanship warranty from the date of final acceptance. The Contractor shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

XI. Bidder Qualifications

The City will satisfy itself that the potential contractors are reputable firms with a proven track record and a proven product. Contractors are asked to provide the information requested under Work Performance History Capability. References are to be those who you have performed similar scope of work as asked for in this RFB. References are to include the contact name and phone number. A minimum of three references are requested.

XII. Insurance Requirements

Bidder's attention is directed to the insurance requirements – see Attachment C. Contractors shall furnish to the City, *upon award of contract*, certificates of insurance covering full liability under Worker's Compensation laws of the State of California, Comprehensive General Liability and Business Auto Insurance with policy limits of not less than \$1,000,000 naming the City as an additional insured party.

It is highly recommended that contractors confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent awarded contractor fails to comply with the insurance requirements, that contractor may be disqualified from award of the contract. If you have questions regarding the City's requirements, please contact the City's Risk Manager at 707-463-6287.

XIII. License and Additional Requirements

1) Compliance with Laws and Regulations: All materials, parts and equipment furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of California and OSHA. The contractor shall, if requested by the City, supply certification and evidence of such compliance.

2) Payment Bond: As per California Civil Code Section 9550, a direct contractor that is awarded a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000) shall, before commencement of work, give a payment (material and labor) bond to and approved by the officer or public entity by whom the contract was awarded. Please refer to Attachment D for a copy of the sample form.

3) Legal Requirements and Permits: The contractor agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required, and it will be the responsibility of the contractor to obtain any and all necessary licenses, permits or clearances, including the actual cost of licenses.

4) License Requirements: Bidder/Contractor must possess a current **State of California contractor's license** and a **City of Ukiah business license**. (For information business license, please contact Liz Frausto, City of Ukiah Finance Department at 707-463-6215.)

- a) The Contractor shall possess a valid State of California Class C-33 license. Bidder shall provide proof of possession of the proper licenses and certificates of registration necessary to perform the work. Employees actually performing the tasks shall provide proof of proper certificates of registration for same.
- b) The bidder shall keep in force a City of Ukiah business license for the extent of the project.
- c) Where subcontractors/jobbers are used, bidder shall provide the City with proof of proper licenses, certificates and proof of insurance for work performed.

5) Notice to Bidders – Contractor Registration and Prevailing Wages – *No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. 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.*

Public Works Small Project Exemption: Small project exemption means that contractors who work exclusively on small projects are not required to register as public works contractors or file electronic certified payroll reports for those projects. However, prevailing wages must still be paid on projects with small project exemption. Contractors are still required to maintain certified

payroll records on a continuous basis, and provide those records to the Labor Commissioner's Office upon request. Small project exemption is applied based on the amount of the entire project, not a contractors subcontracted amount of the project. Small project exemption applies for all public works projects that do not exceed: \$25,000 for new construction, alteration, installation, demolition or repair; and \$15,000 for maintenance.

Each laborer or mechanic of Contractor or any subcontractor engaged in work on the project under this contract shall be paid, pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes, copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done can be reviewed at Website: www.dir.ca.gov/dlsr/pwd/northern.html .

The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractor and subcontractors to furnish electronic certified payroll records directly to DLSE. For projects that do not meet the "Public Works Small Project Exemption", contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities, or costs of litigation that may be asserted by any person or entity, arising out of or in connection with the negligent or willful misconduct in the performance by contractor hereunder, whether or not there is concurrent, passive or active negligence on the part of the City, but excluding liability due to the sole active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workmen's Compensation acts, disability benefits acts or other employee's benefits acts.

Contractor shall be liable to the City for any loss or damage to City property arising from or in connection with Contractor performance hereunder. The undersigned acknowledges that this document, together with the resulting purchase order issued by the City, the executed Short Form Construction Contract, the insurance requirements for contractors, and the Contractor Statement Regarding insurance coverage comprise a written agreement between the Contractor and the City binding on both parties.

The undersigned declares they are familiar with the items specified and have carefully read the RFB specification/requirements, checked all of the figures stated on the specifications and accepts full responsibility for any error or omission in the preparation of this bid.

This bid is submitted by, (check one)

____ Individual Owner ____ Partnership ____ Corporation ____ Other

Legal Name of Bidder _____

Address of Bidder _____

Tax ID# _____

Phone Number _____ Fax Number _____

California State Contractor's License #: _____ Expiration Date: _____

DIR Public Works Contractor Registration #: _____

By: _____ Date _____

Signature

Print or Type Name: _____

Title

WORK PERFORMANCE DATAHISTORY AND CAPABILITY: Provide the name, locations and a narrative statement on the work performed.WORK PERFORMED

1. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
PHONE: _____	_____
2. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
PHONE: _____	_____
3. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
PHONE: _____	_____
4. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
PHONE: _____	_____
5. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
PHONE: _____	_____

SUBCONTRACTORS: *The bidder must submit a list of subcontractors whom he proposes to employ on the work with proper firm name and business address of each.*

1)Subcontractor's Name	Work to be performed
Address	
City/State/Zip	
Phone Number	
Fax Number	
California State Contractor License #	DIR Public Works Contractor Registration #
2)Subcontractor's Name	Work to be performed
Address	
City/State/Zip	
Phone Number	
Fax Number	
California State Contractor License #	DIR Public Works Contractor Registration #
3)Subcontractor's Name	Work to be performed
Address	
City/State/Zip	
Phone Number	
Fax Number	
California State Contractor License #	DIR Public Works Contractor Registration #

BIDDER/CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with Bid)

PROPOSER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the Request for Bid for:

Alex Thomas Plaza Painting

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City of Ukiah as Additional Insured** for the work specified. And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Please Print (Person, Firm, or Corporation)

Signature of Authorized Representative

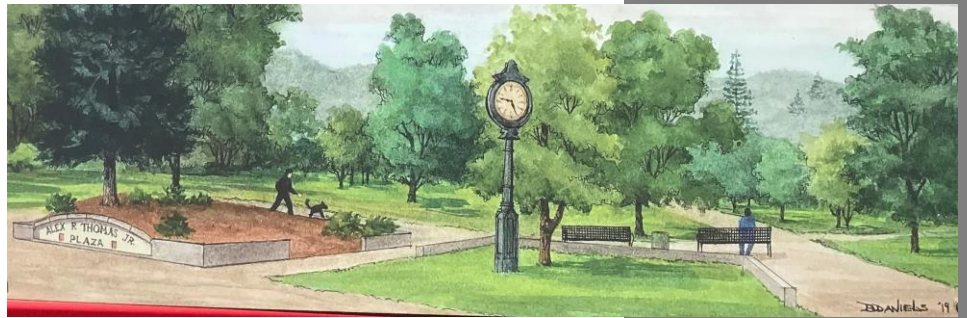
Please Print (Name & Title of Authorized Representative)

Date

Phone Number

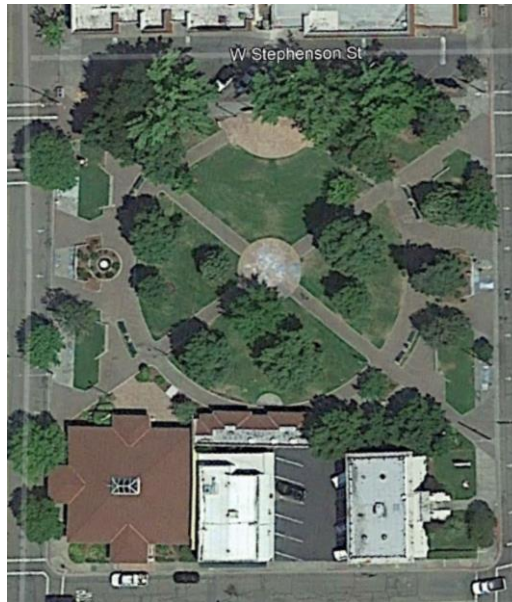
June 21, 2021

Alex R. Thomas Jr. Plaza



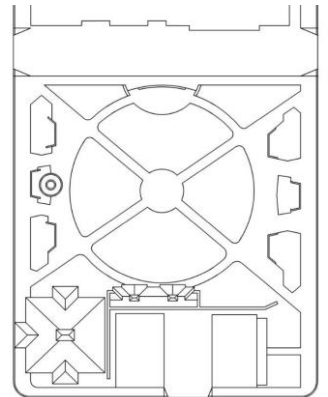
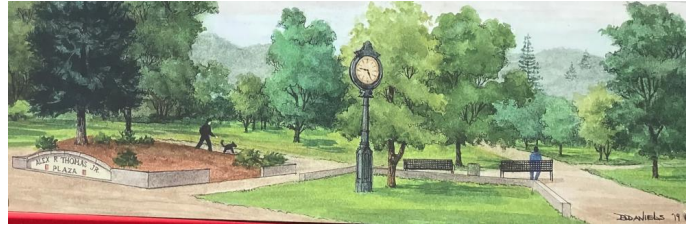
Paint Palette & Study for
improvements
and restoration to

The City of Ukiah
Alex R. Thomas Jr. Plaza



MAINTAINANCE PLAN

Color Palette



City of Ukiah
Parks & Recreation Dept.
411 W Clay St.
Ukiah, CA 95482

Alex R. Thomas Plaza
Maintenance and Paint Upgrade

A public space is an area or place that is open and accessible to all peoples, regardless of gender, race, ethnicity, age or socio-economic level. These are public gathering spaces such as plazas, squares and parks.

Good public spaces respond to the needs, the opinions and the ongoing changes of the community require attention. Amenities wear out, needs change and management of our public spaces require continual maintenance and innovation.

Well-designed and maintained public space is critical to the health of any city. Such gathering spaces allow for social mixing, civic participation, recreation, and a sense of belonging. No community group's history should be erased from the physical and cultural reality of a public space.

The parks and plazas of Ukiah provide vital public spaces where citizens of all races and classes can mingle safely while enjoying a variety of recreation and relaxation. By coming together in these safe and relaxed settings, different groups become comfortable with each other, thereby strengthening their communities and the fabric of society.

The color palette has been selected to mirror the cultural, ethnic and social fabric of the community it serves.

- Following the adoption of the City of Ukiah's Public Art Policy, the City is implementing a civic art program at the plaza featuring both permanent and temporary, revolving works of art. Art animates public and private spaces, improves local business viability and public safety. It brings diverse people together to celebrate, inspire, and be inspired.
- Before the establishment of Ukiah, this land was home to the Native American Pomo civilization. The Pomoan population at the time of first European contact is estimated to have been at least 15,000 people and who still use the plaza to this day for social and cultural gatherings as an inspiration to all.
- Ukiah has a large Latinx community which has made the plaza a community destination for folk dancing, and musical gatherings, and to network across sectors to meet people from all regions of the county.
- Weekly, monthly, annually as well as many special events are hosted with the plaza as focal point. A few of the events include the year-round, weekly Farmers Market, musical events for different groups, summer movie series, Chinese New Years celebration, Classic Car Shows, October Fest, Story Promenade presented by Ukiah Library, the annual Ukiah Valley Art Fair, Rising Stars Music Competition among many others.

Alex Thomas Plaza is the city's central public plaza with the goal of fulfilling specific ways to promote, maintain, and manage cultural diversity and inclusion in our urban parks. The current intent is not a park "restoration" that seeks historical or aesthetic values, but to create a vibrant, active destination for the benefit of everyone.

ENTRY SIGNAGE
AND LANDSCAPE RETAINING WALLS

Color Palette



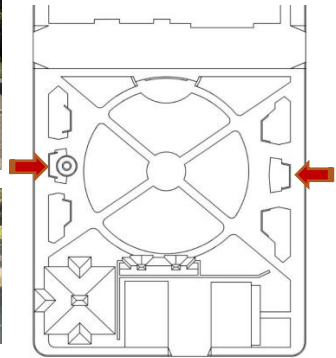
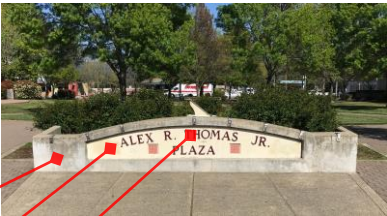
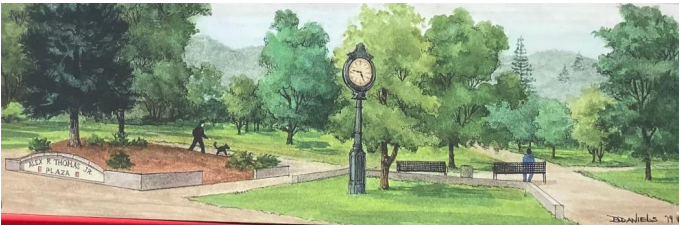
- Recessed Panel
1. BM. Sun Valley
No. 350



- Cast Concrete
2. Waynesboro
Taupe
No. 1544



3. Letters
Deep Rose
No. 2004-10



2

1

3

2

1

2

2



The entry signage is institutionally bland and non-descript. The text and background should distinguish itself from the grey concrete frame with distinctive color detailing. This is the focal point and name of the plaza and should present itself as a memorable representation of the colorful downtown character. All the concrete benches are in need of paint.

SUNDIAL GARDEN AND LANDSCAPE RETAINING WALLS

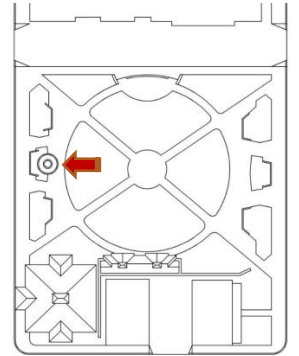
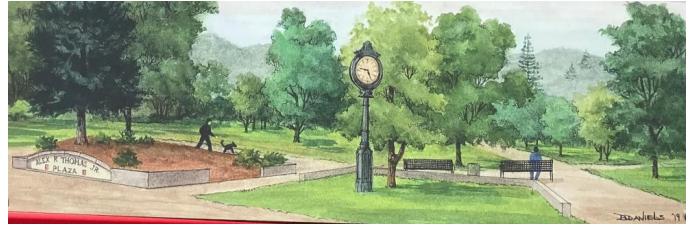
Color Palette



- Cast Concrete
1. Waynesboro
Taupe
No. 1544

All cast concrete
retaining walls, curbs
and benches
throughout the park.

Sundial to remain
as-is, no work.



The Sundial is hidden from view by overgrown landscaping and can be a focal point with some defining detail colors and new appropriate landscaping. The concrete walls are chipped, stained and neglected, they need cleaning and paint to unify the material and function.

BANDSTAND / STAGE
WALLS, POLES AND STEEL ORNAMENTS

Color Palette



Wall
1. Scandinavian Blue
No. 2068-30



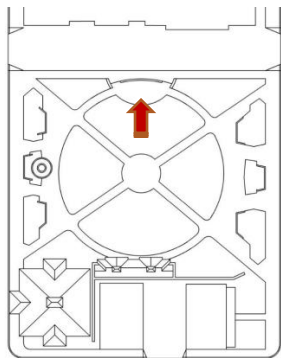
Structural Cylinders
2. Watertown
No. 818



Metal Moons
3. Green With Envy
No. 2036-30



Poles (3)
4. Orange Blossom
No. 2168-30



1

2

3

4



The low walls defining the stage area are dull and indistinguishable from the stage and background. The wall cap is broken and in need of new restoration. The flag poles should celebrate the occasion and help define the performance with festive color.

ART WALLS

SOUTHEAST CORNER OF THE PLAZA

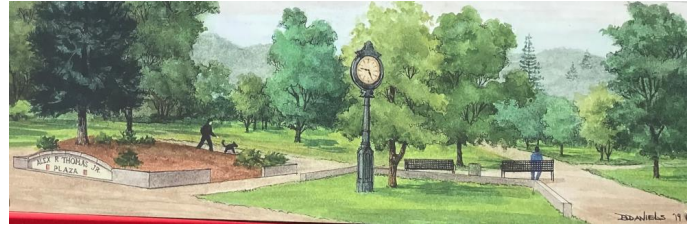
Color Palette



- Art Walls
1. Spring Dust
No. 2150-40



- Short End Wall
2. Starburst Orange
No. 2010-30

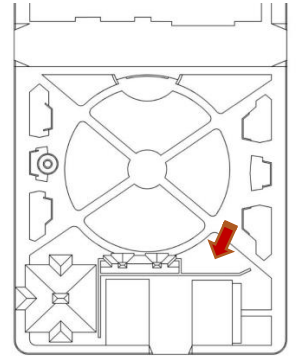


1

1



2



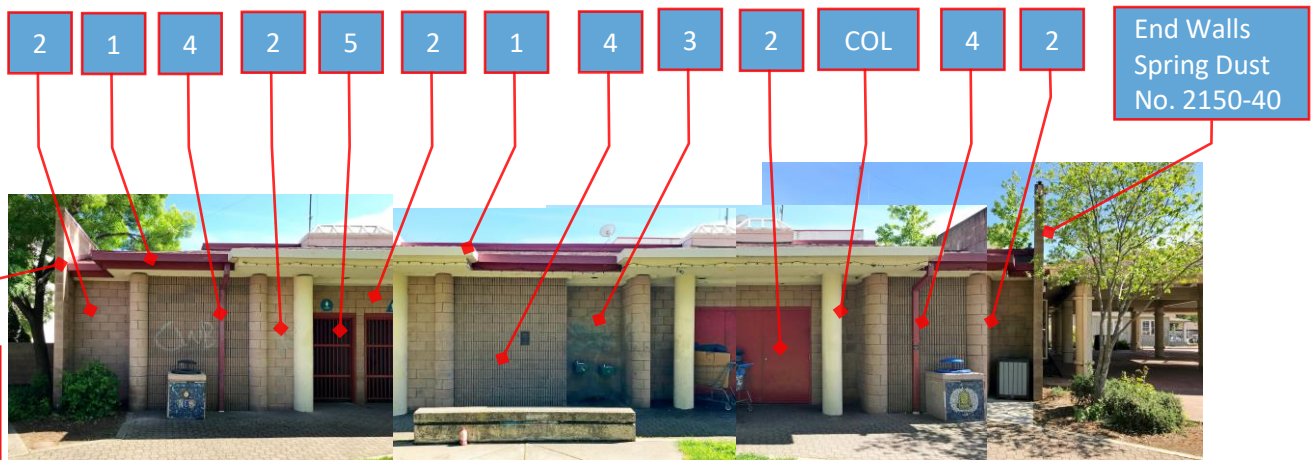
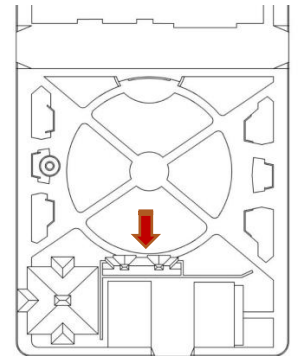
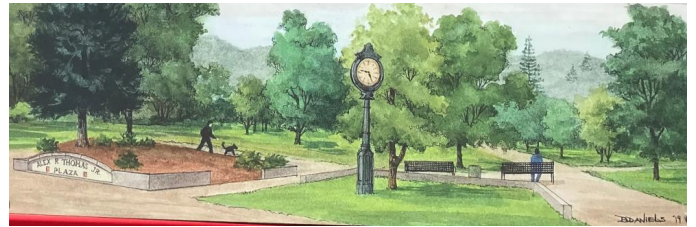
The outside east wall of the restrooms has been designated for a painted mural, and the low wall adjacent to this is intended for a rotating art wall. The walls need to be power washed, primed and top-coated with a low maintenance paint with color that can stand on its own while serving as a stimulating host for varied art projects.

RESTROOMS, EXTERIOR SOUTH BUILDING OF THE PLAZA

Color Palette

- | | |
|---|--|
|  | Roof Fascia
1. Scandinavian Blue
No. 2068-30 |
|  | Smooth Block Walls
2. Sun Valley
No. 350 |
|  | Drink Fountain Wall
3. Blue Lapis
No. 2067-40 |
|  | Textured Block Wall
4. St. Elmo's Fire
No. 362 |
|  | Bathroom Doors
5. Peony
No. 2079-30 |

The cream ceiling to remain or match existing.
Store-Room door to match adjacent wall.
Gutters to match background colors.

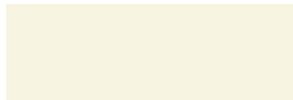


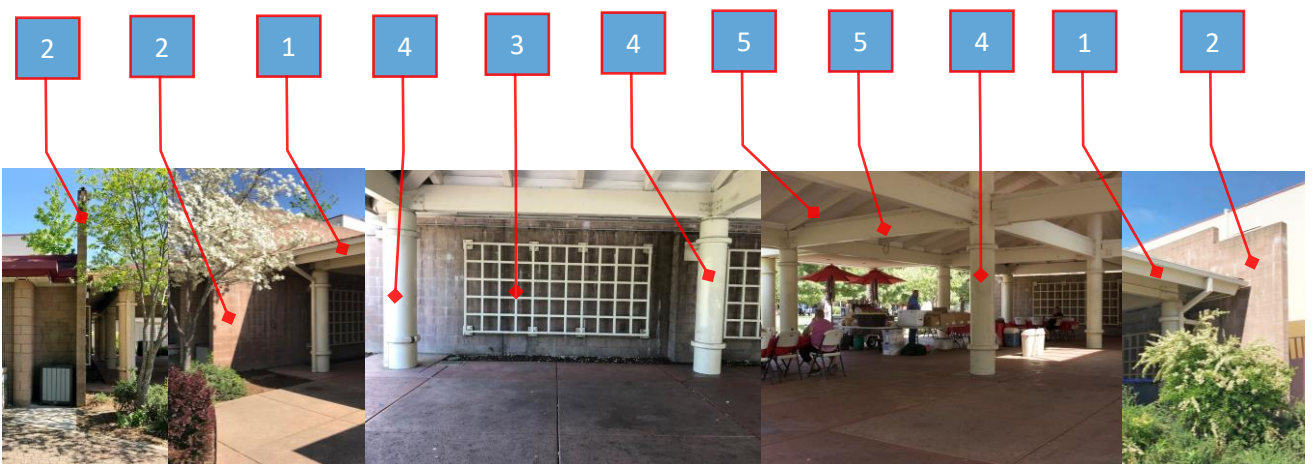
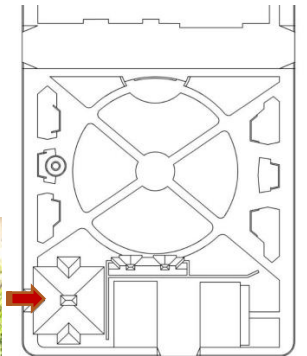
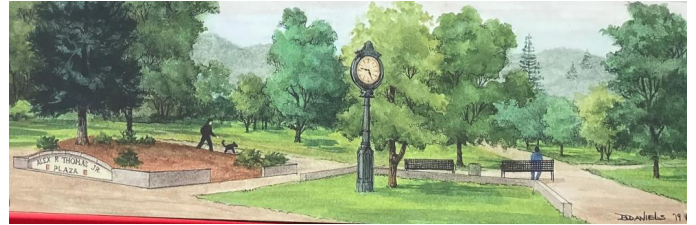
The exterior walls of the restroom building stained, moldy, multiple areas of graffiti with attempts of unsuccessful removal or painted over. These walls need a thorough power wash, block primer and anti graffiti topcoat of quality paint. This is an area to brighten up and define the architecture with several complimentary colors and create a positive presence rather than the current dark corner to evade.

MAIN PAVILION

SOUTHEAST BUILDING IN THE PLAZA

Color Palette

- | | |
|---|---|
|  | Roof Fascia
1. Scandinavian Blue
No. 2068-30 |
|  | Back Wall
2. Spring Dust
No. 350 |
|  | Trellis
3. Hampton Green
No. 2150-50 |
|  | All Columns
4. Alexandria Beige
No. HC-77 |
|  | Roof Beams & Clg.
5. Easter Lilly
No. 2150-70 |
|  | 6. Letters "UKIAH"
Deep Rose
No. 2004-10 |



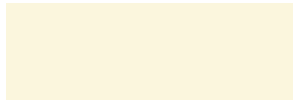
The Interior back wall in the pavilion is stained, and moldy. It needs a thorough power wash with block filler and new topcoat of paint. The Trellis will be a lighter shade of the rear wall. The Fascia will continue the Scandinavian Blue color to tie the Pavilion with the south wall with the Bathrooms. All of the columns will be the same color, an earthy brown to anchor and support the roofs.

RESTROOMS, INTERIOR SOUTH BUILDING OF THE PLAZA

Color Palette

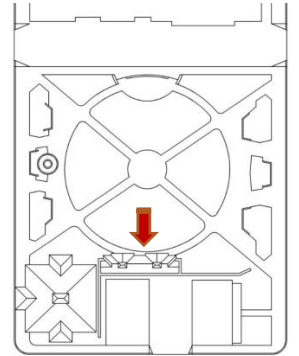
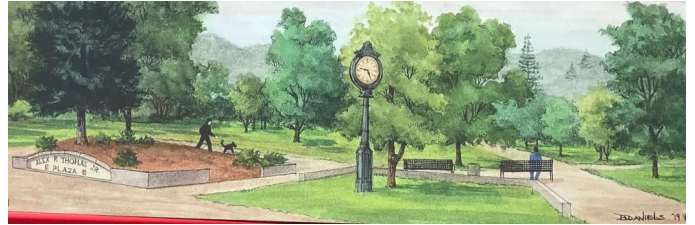


1. Metal Partitions
Hampton Green
No. 2150-50



2. Interior Block Walls,
Stucco Walls and
Ceiling
Milkyway
No. 2018-70

3. Interior Floor
Clear Penetrating
PROSOCO Weather
Seal Siloxane PD
4. Clear coat of anti-
graffiti protection.
Rain Guard
Vandl-Top



The interior of the restrooms should be cleaned, painted and well lit, with recognizable assurance that the city takes pride in its public restrooms. They should be spotlessly maintained and welcome the public with respect. The doors have the feel of a prison and could be painted in a bright and innovative way to welcome people (see page 7).

Leave brushed bare metal natural and unpainted. Apply Anti-Graffiti sacrificial coating on all surfaces except plumbing fixtures and ADA accessories. Paint plywood covers to match partitions.

Replace or repair dysfunctional light fixtures.

STEEL and CAST IRON FIXTURES

Color Palette



- Clock
1. Manor Green
No. 2047-20



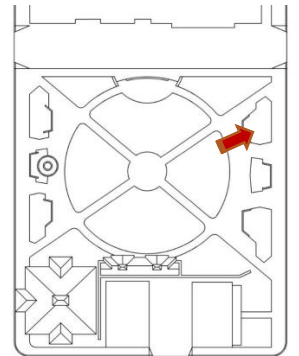
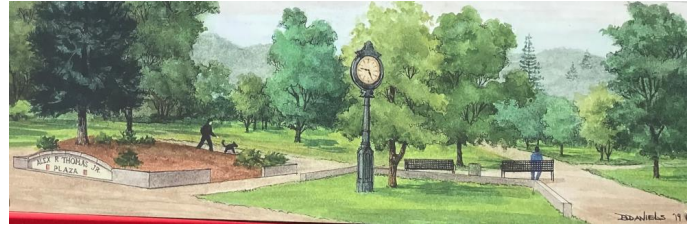
2. Clock Trim / MM*
Dome Gold
No. 337164



- Lamp Posts
3. Black
No. HC-190



- Stair Handrails
4. Manor Green
No. 2047-20



*Note: Gold trim paint is from
Modern Masters Paint Co.
See Specification Sheet.

The cast iron clock is faded and oxidized, as are the lamp posts throughout the plaza. The steel handrails and decorative elements of the stage area are chipped, rusting and in need of restoration.

PAINT SPECIFICATIONS



City of Ukiah

Maintenance and Paint Upgrade
Paint & Finish Specifications

June 21, 2021

City of Ukiah
Parks & Recreation Dept.
411 W Clay St.
Ukiah, CA 95482

Alex R. Thomas Plaza
Maintenance and Paint Upgrade

Interior and Exterior Painting

Painting and repainting including surface preparation.

1. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection such as masking, before surface preparation and painting.
2. Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.
3. Power wash all surfaces with a minimum pressure rating of at least 3000 psi and a flow rate of at least 4 gallons per minute (gpm). At completion, power wash surrounding asphalt and concrete horizontal surfaces; roads, sidewalks, stair treads, etc.
4. Where paint is to touch landscaping and ground soil or mulch, pull back soil materials a minimum of 6 inches prior to prep and paint to this elevation.
5. Use graffiti removal product on any graffiti not removed with power wash. For mold or lichen areas add bleach solution or Zinsser 'Jomax' mildewcide. Rinse thoroughly with power wash or hose water. Scuff, sand, abrade existing painted surfaces to remove raised cracking or feather rough chipped edges.
6. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
7. Patch, caulk, seal, cement grout, or repair all broken, chipped, and cracked surfaces and materials. Install new electrical cover plates where missing or damaged.
8. Tint each undercoat to a lighter shade of the finish coat (not to exceed 2 ounces per gal. of colorant) to facilitate identification of each coat if multiple coats of same material are to be applied.
9. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
10. Apply paints to produce surface films without cloudiness, spotting, holidays, laps,

City of Ukiah

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Paint & Finish Specifications

brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections.
Cut in sharp lines and color breaks.

11. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site
12. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

Coating Systems: General

Benjamin Moore & Co.

Difficult Substrates: Benjamin Moore offers a number of specialty primers for use over difficult substrates such as bleeding woods, grease stains, crayon markings, hard glossy surfaces, or other substrates where paint adhesion or stain suppression is a particular problem. Your Benjamin Moore® retailer or Architectural Representative can recommend the right problem-solving primer for your special needs.

Specialty Primer Recommendations

Primer/ Finish Systems



New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary. For best hiding results, tint the primer to the approximate shade of the finish coat, especially when a significant color change is desired. Special Note: Certain custom colors require a Deep Color Base Primer tinted to a special prescription formula to achieve the desired color. Consult your retailer.



Wood and engineered wood products:

Clean with appropriate process

Primer: SURE SEAL Latex Primer Sealer Primer (027)

Finish: Corotech COMMAND Satin Finish (V-392) 2 coats min.

Bleeding Type Woods, (Redwood and Cedar):

Clean with appropriate process

Primer: SURE SEAL Latex Primer Sealer Primer (027)

Finish: Corotech COMMAND Satin Finish (V-392) 2 coats min.

Hardboard Siding, Bare or Factory Primed:

Clean with appropriate process

Primer: SURE SEAL Latex Primer Sealer Primer (027)

Finish: Corotech COMMAND Satin Finish (V-392) 2 coats min.

Rough or Pitted Masonry:



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Clean with appropriate process

Primer / Finish: Corotech COMMAND Satin Finish (V-392) 2 coats min.

Spray: Airless Pressure: 1500 -2500 psi / Tip: .011-0.015 & back roll

Poured or Pre-cast Concrete and Fiber Cement Siding:

Clean with appropriate process

Primer / Finish: Corotech COMMAND Satin Finish (V-392) 2 coats min.

Spray: Airless Pressure: 1500 -2500 psi / Tip: .011-0.015 & back roll

Ferrous Metal (Steel and Iron):

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04)

Finish: Corotech COMMAND Gloss Finish (V-390) 2 coats min.

Non-Ferrous Metal (Galvanized & Aluminum):

All existing aluminum Light Poles and any new metal surfaces must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier (V600) to remove contaminants. New shiny non-ferrous metal surfaces that will be subject to abrasion should be dulled with very fine sandpaper or a synthetic steel wool pad to promote adhesion.

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04)

Finish: Corotech COMMAND Gloss Finish (V-390) 2 coats min.

Repaint, All Substrates: Prime bare areas with the primer recommended for the substrate above.

Use recommended primer for specific unpainted substrates:

- Steel: 1 ct. Ultra Spec® HP Acrylic Metal Primer (HP04)
- Galvanizing: 1 ct. Ultra Spec® HP Acrylic Metal Primer (HP04)
- Aluminum: 1 ct. Ultra Spec® HP Acrylic Metal Primer (HP04)
- Concrete Block: 1 ct. Corotech COMMAND Satin Finish (V-392)
- Concrete/Masonry: 1 ct. Corotech COMMAND Satin Finish (V-392)
- Wood: 1 ct. SURE SEAL Latex Primer Sealer Primer (027)

A. **Concrete / Stucco** Walls, Ceiling and Soffit, Concrete Masonry Units (CMU): Clean as appropriate to remove dirt, mildew, chalking, efflorescence, and similar item

- * Remove loose and peeling paint.
- * Remove graffiti, mold, mildew, lichen, etc.
- * Remove deteriorated sealant and re-apply.
- * Fill cracks and joints as necessary to prevent water intrusion.

Coating System:

- a. 1st Coat Prime: B.M._ Corotech COMMAND Satin Finish (V-392)
- b. 2nd Coat Finish: B.M._ Corotech COMMAND Satin Finish (V-392)

City of Ukiah

Maintenance and Paint Upgrade

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Paint & Finish Specifications

- c. 3rd Coat Finish: same if needed
- d. 4th Coat: on vandal prone areas use Vandl-Top (VG-7100, 5 Gal.)

B. **Wood** Siding and Eaves, Wood Windows, Doors and Miscellaneous Trim:

- * Pressure wash, using cleaner as appropriate to remove dirt, mildew, and similar items.
- * Remove loose and peeling paint, sand & feather rough edges.
- * Remove deteriorated sealant and re-apply.
- * Re-secure and spot prime loose nail heads or screw fasteners, putty if nec.
- * Fill cracks and joints as necessary to prevent water intrusion.

Coating System:

- d. 1st Coat Prime: B.M._ Corotech COMMAND Satin Finish (V-392)
- e. 2nd Coat Finish: B.M._ Corotech COMMAND Satin Finish (V-392)
- f. 3rd Coat Finish: same if needed
- g. 4th Coat: on vandal prone areas use Vandl-Top (VG-7100, 5 Gal.)

C. **Misc. Metal:** Metal Vents, Drip Flashing, Utility Box Covers, Gutters & Downspouts and other similar:

- * Clean with appropriate cleaner-degreaser to remove contaminants from surface.
- * Remove loose and peeling paint.
- * Remove loose rust with wire brush, scraper, and similar items.
- * Prime bare and new metal.

Coating System:

- a. 1st Coat Prime: Ultra Spec® HP Acrylic Metal Primer (HP04)
- b. 2nd Coat Finish: B.M._ Corotech COMMAND Satin Finish (V-392)
- c. 3rd Coat Finish: B.M._ Corotech COMMAND Satin Finish (V-392)

D. **Metal:** Street Clock, Lamp Posts and Stair Handrails

- * Clean with appropriate cleaner-degreaser to remove contaminants from surface.
- * Remove loose and peeling paint.
- * Remove loose rust with wire brush, scraper, and similar items.
- * Prime bare and new metal. Lamp Posts, full prime coat.



- a. 1st Coat Prime: Ultra Spec® HP Acrylic Metal Primer (HP04)
- b. 2nd Coat Finish: B.M._ Corotech COMMAND Satin Finish (V-392)
- c. 3rd Coat Finish: B.M._ Corotech COMMAND Satin Finish (V-392)
- d. Gold Trim on Street Clock: abrade lightly and apply:
 - 1 coat Metallic Warm Tone Primer MM #337171 (Qt.)
 - 3 coats MM Dome Gold, Modern Masters Exterior Satin Metallic Color Dome Gold (Qt.) (MM #337164)
 - Dome Gold (Gal.) (MM #337178)



City of Ukiah

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Paint & Finish Specifications

<https://www.worldpaintsupply.com/modern-masters-337164-qt-exterior-metallic-dome-gold> Special Order

E. **Concrete Clear Sealer** unpainted cleaned concrete and masonry; Retaining Walls, Benches, etc.

- * Clean as appropriate to remove dirt, mildew, chalking, efflorescence, and similar items.
- * Remove all paint & stains to original color material.
- * Remove deteriorated sealant and re-apply.
- * Fill cracks and joints as necessary to prevent water intrusion with:
Urethane concrete joint filler

Coating System: use roller, brush or spray; mask adjacent surfaces carefully.

- a. Prime Coat: PROSOCO Weather Seal Siloxane PD
waterborne silane siloxane sealer.
- b. 2nd Coat: PROSOCO Weather Seal Siloxane PD, per instructions
- c. 3rd Coat: none

F. **Graffiti** seal and removal treatments

- * Clean with appropriate cleaner-degreaser to remove contaminants from surface.
- * Remove loose and peeling paint.
- * Remove loose rust with wire brush, scraper, and similar items.
- * Spot prime bare or previous painted surfaces.
- * Apply finish coatings per specifications.
 - a. Removal: If nec. Vandl Clean Super Graffiti Cleaner
 - b. Protection: Apply per mfg. spec; Vandl Guard_Vandl-top, sacrificial coating

NOTES: Materials listed may contain Carbamic acid, 1H-benzimidazol-2-yl-, methyl ester, which may cause birth defects based on animal data. WARNING: Cancer and Reproductive Harm www.P65warnings.ca.gov
Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

TECHNICAL DATA SHEETS



JOMAX® HOUSE CLEANER AND MILDEW KILLER

DESCRIPTION AND USES

Jomax® House Cleaner and Mildew Killer is a mildewcidal liquid house washing concentrate formulated to kill mold and mildew and remove dirt and stains on most exterior painted or non-porous surfaces without the need for scrubbing. Jomax House Cleaner and Mildew Killer is an EPA approved, patented concentrate containing a mildewcide, ChlorRelease® bleach activator and detergents. When used as directed, Jomax will not damage painted surfaces and may be applied near plants and shrubs. It is recommended for cleaning vinyl and aluminum siding and trim, painted or stained wood siding, trim, decks, fences, and painted or stained stucco, concrete and other painted or non-painted surfaces.

PERFORMANCE CHARACTERISTICS

- Kills mold & mildew fast
- Removes dirt and stains without scrubbing
- Can be used near plants and scrubs
- Easy application with a garden sprayer

PRODUCTS

SKU	Description
60101	1-Gallon
60104	1-Quart

PRODUCT APPLICATION

IMPORTANT

This product is for outdoor use only. Test on inconspicuous area before applying to ensure favorable results. Wear old clothes and shoes, eye protection and rubber gloves during use. Do not mix with any other chemicals or cleaners as hazardous fumes may occur.

PREPARATION

Spray all surrounding plants and vegetation liberally with water before and after application. Cover delicate vegetation to avoid damage. Do not allow Jomax House Cleaner and Mildew Killer to come in contact with fabrics.

PRODUCT APPLICATION (cont.)

MIXING INSTRUCTIONS

Shake well before using. Mix in the proper proportions with bleach and water (80% water, 15% bleach, and 5% Jomax) according to the label directions and chart below. To ensure that components are properly mixed, follow mixing chart to produce the desired quantity of cleaning solution.

Water + Bleach + Jomax = Cleaning Solution			
3¼ quarts	2¼ cups	¾ cups	1 gallon
6½ quarts	4½ cups	1½ cups	2 gallons
4 gallons	3 quarts	1 quart	5 gallons

Pour water into a tank-type garden sprayer or plastic pail. Add household bleach (Chlorox®) to the water. Shake Jomax House Cleaner and Mildew Killer concentrate thoroughly and then add the concentrate to the solution.

IMPORTANT

Follow manufacturer's precautions when using bleach. Use immediately after mixing. The prepared Jomax solution remains effective for 3 hours after mixing. Do not allow solution to contact fabrics. Mixture may be applied in areas adjacent to plants, shrubs and trees.

APPLICATION

Apply with a tank-type garden sprayer, airless or chemical sprayer. Spray surfaces liberally and wait 5 minutes. Thoroughly rinse the treated surfaces and surrounding areas with large amounts of water. Heavy mildew stains may require a second application. Textured surfaces may require light scrubbing. For best results, rinse surfaces with a pressure washer (follow manufacturer's instructions for tip size and pressure setting). As a precaution, spray sensitive plants with water before and after Jomax application.

CLEAN-UP

Clean sprayer with water and baking soda or a non-ammonia cleaner.

STORAGE AND DISPOSAL

Protect from freezing. Always keep the container tightly closed and store in a cool dry place at temperatures between 40-80°F (4-27°C). Product may discolor during storage. Color changes do not affect product performance. Dispose of container and unused contents in accordance with federal, state and local requirements.



TECHNICAL DATA

JOMAX® HOUSE CLEANER AND MILDEW KILLER

PHYSICAL PROPERTIES

		HOUSE CLEANER AND MILDEW KILLER
Composition		Acetic Acid, Surfactants, Water
Weight	Per Gallon	8.33 lbs.
	Per Liter	1.00 kg
pH		NA
VOC		170 g/l
Practical Coverage		1 quart Jomax makes 5 gallons of solution, treats 1,000 square feet
Shelf Life		5 years
Flash Point		>200°F (93°C)
Caution!		Harmful if swallowed. Avoid contact with skin, eyes and clothing. Avoid breathing vapors or spray mist. Protective goggles and gloves should be worn. Do not use in confined areas without proper ventilation. Avoid applications during windy conditions. KEEP OUT OF REACH OF CHILDREN.
Safety Information		For additional information, see SDS

The technical data and suggestions for use contained herein are correct to the best of our knowledge, and offered in good faith. The statements of this literature do not constitute a warranty, express, or implied, as to the performance of these products. As conditions and use of our materials are beyond our control, we can guarantee these products only to conform to our standards of quality, and our liability, if any, will be limited to replacement of defective materials. All technical information is subject to change without notice.



OIL & GREASE EMULSIFIER V600

Features

- Concentrated and must be mixed with water
- Biodegradable
- Use on metal, fiberglass, vinyl, and masonry surfaces
- Rinses clean with no residue

General Description

Oil & Grease Emulsifier is designed for cleaning walls, floors and equipment. This cleaner is extremely effective in removing oil, grease, fats, blood and animal by-products. It may also be used for cleaning concrete, asphalt, vinyl, metal, plastic, fiberglass, etc.; it is also very effective for cleaning equipment, tools, brushes, rollers and spray equipment.

Recommended For

Corotech® Oil & Grease Emulsifier is designed for cleaning walls, floors and equipment. It may also be used for cleaning concrete, asphalt, vinyl, metal, plastic, fiberglass, etc.; it is also very effective for cleaning equipment, tools, brushes, rollers and spray equipment.

Limitations

Product Information

Colors — Standard:

N/A

— Tint Bases:

N/A

— Special Colors:

N/A

Certifications & Qualifications:

VOC compliant in all regulated areas

The product supported by this data sheet is not regulated by coatings VOC rules.

Does not apply to LEED (Leadership in Energy and Environmental Design) standards.

Suitable for use in USDA inspected facilities

Technical Assistance:

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data^Δ

N/A

Vehicle Type

N/A

Pigment Type

N/A

Volume Solids

N/A

Coverage per Gallon at (Mixed) 100 Sq. Ft.
Recommended Film Thickness (9.3 sq. m.)

Recommended
Film Thickness

– Wet
– Dry

N/A
N/A

Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.

Dry Time @ 77°F
(25°C) @ 50% RH

– Tack Free
– To Recoat

N/A
N/A

High humidity and cool temperatures will result in longer dry, recoat and service times.

Dries By

N/A

Dry Heat Resistance

N/A

Viscosity

N/A

Flash Point

N/A

Gloss / Sheen

N/A

Surface Temperature
at Application

– Min.
– Max

N/A
N/A

Thin With

Water

Clean Up Thinner

Clean Water

Weight Per Gallon

8.9 lbs.

Storage Temperature

– Min.
– Max

40 °F (4.4 °C)
95 °F (35 °C)

Volatile Organic Compounds (VOC)

495 g/L 4.13 Lbs./Gallon
Diluted (11:1) - 157 g/L



SURE SEAL[®]

LATEX PRIMER SEALER

027

Features

- Strong adhesion and sealing
- Excellent stain blocking
- Quick drying
- Spatter resistant
- Provides a mildew resistant coating

Recommended For

Interior: Use on new or previously painted wood, plywood, drywall, ceiling tile, Formica[®], Masonite[®], ceramic tile and cured plaster. **Exterior:** Use on new or previously painted wood, fiber cement board, hardboard siding, aluminum, galvanized metal, brick, cured masonry and previously coated ferrous metal surfaces.

Type of Stains: Water stains, tannin bleed, smoke damage, markers, crayons, pens, pencils, nicotine, hand & fingerprints, household stains such as coffee and many more.

2 coats of primer may be required in severe cases; allow the primer to dry thoroughly for best results.

General Description

A high quality, 100% acrylic interior and exterior primer for all surfaces. This product delivers strong adhesion, stain blocking and stain resistance and quick dry for all your interior and exterior project needs.

Limitations

- Not recommended for sealing knots or over pine sap.
- On hard, non-porous surfaces, such as glazed ceramics and non-ferrous metal, maximum adhesion and hardness may take 3-4 days to develop.
- Do not apply when air and surface temperatures are below 40 °F (4.4 °C).
- Not recommended for use on floor surfaces.

Product Information

Colors — Standard:

White (00)

Can add up to 2 fl.oz of Benjamin Moore[®] Gennex[®] colorant per gallon.

— Special Colors:

Contact your Benjamin Moore representative.

Certifications & Qualifications:

VOC compliant in all regulated areas

Qualifies for LEED[®] v4 Credit
Qualifies for CHPS low emitting credit
(Collaborative for High Performance Schools)
CDPH v1 Emission Certified
Master Painters Institute MPI # 6, 39, 137, 137 X-Green[™]
Class A (0-25) over non-combustible surfaces when tested in accordance with ASTM E-84
Water Vapor Transmission: ASTM D1653 (method A): 7 perms

Technical Assistance

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data[◇]

White

Vehicle Type	100% Acrylic Latex	
Pigment Type	Titanium Dioxide	
Volume Solids	35%	
Coverage per Gallon at Recommended Film Thickness	400 – 450 Sq. Ft.	
Recommended Film Thickness	– Wet	3.8 mils
	– Dry	1.3 mils
Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.		
Dry Time @ 77 °F (25 °C) @ 50% RH	– To Touch	30 minutes
	– To Recoat	1 hour
High humidity and cool temperatures will result in longer dry, recoat and service times.		
Dries By	Evaporation, Coalescence	
Viscosity	96 – 100 KU	
Flash Point	None	
Gloss / Sheen	Flat (8 – 14 @ 85°)	
Surface Temperature at Application	– Min.	40 °F
	– Max	90 °F
Thin With	Do Not Thin	
Clean Up Thinner	Clean Water	
Weight Per Gallon	10.2 lbs	
Storage Temperature	– Min.	40 °F
	– Max	90 °F

Volatile Organic Compounds (VOC)

29.3 Grams/Liter 0.24 Lbs./Gallon

[◇] Reported values are for White. Contact Benjamin Moore for values of other bases or colors.

Surface Preparation

Surfaces to be painted must be clean, dry, and free of dirt, dust, grease, oil, soap, wax, scaling paint, water soluble materials, and mildew. Remove any peeling or scaling paint and sand these areas to feather edges smooth with adjacent surfaces. Glossy areas should be dulled. Drywall surfaces must be free of sanding dust.

New plaster or masonry surfaces must be allowed to cure before applying base coat. Cured plaster should be hard, have a slight sheen and maximum PH of 10; soft, porous or powdery plaster indicates improper cure. Never sand a plaster surface; knife off any protrusions and prime plaster before and after applying patching compound. Poured or pre-cast concrete with a very smooth surface should be etched or abraded to promote adhesion, after removing all form release agents and curing compounds. Remove any powder or loose particles before priming. Wood substrates must be thoroughly dry. Caution: Smooth planed clapboards or siding must be sanded thoroughly to break the "mill glaze" allowing proper penetration and adhesion.

Difficult Substrates: If the surfaces to be painted exhibit severe tannin or smoke staining, an alkyd based Benjamin Moore primer may be your best choice for conquering these severe conditions. Consult your Benjamin Moore retailer for further guidance.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead

Primer/Finish Systems

New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary. For best hiding results use Sure Seal® Latex Primer Sealer tinted to the approximate finish coat color. **Special Note:** Certain custom colors require a Deep Color Base Primer tinted to a special prescription formula to achieve the desired color. Consult your retailer.

Wood, and engineered wood products:

Primer: Sure Seal® Latex Primer Sealer (027)

Bleeding type woods, (cedar and redwood): Fresh Start® Multi-Purpose Latex Primer (N023), Fresh Start® Multi-Purpose Oil Based Primer (024) or Sure Seal® Latex Primer Sealer (027)

Finish: 1 or 2 coats of the appropriate Benjamin Moore® finish coat

Drywall:

Primer: Sure Seal® Latex Primer Sealer (027)

Finish: 1 or 2 coats of the appropriate Benjamin Moore® finish coat

Plaster:

Primer: Sure Seal® Latex Primer Sealer (027)

Finish: 1 or 2 coats of the appropriate Benjamin Moore® finish coat

Masonry; Rough or Pitted:

Primer: Ultra Spec® Masonry Interior/Exterior Hi-Build Block Filler (571)

Finish: 1 or 2 coats of the appropriate Benjamin Moore® finish coat

Masonry; Smooth Poured or Pre-cast Concrete:

Primer: Sure Seal® Latex Primer Sealer (027) or Ultra Spec® Masonry Interior / Exterior 100% Acrylic Masonry Sealer (608)

Finish: 1 or 2 coats of the appropriate Benjamin Moore® finish coat

Ferrous Metal (Steel and Iron):

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04) or Super Spec HP® Alkyd Metal Primer (P06)

Finish: 1 or 2 coats of the appropriate Benjamin Moore® finish coat.

Non-Ferrous Metal (Galvanized & Aluminum): All new metal surfaces must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier (V600) to remove contaminants. New shiny non-ferrous metal surfaces that will be subject to abrasion should be dulled with very fine sandpaper or a synthetic steel wool pad to promote adhesion

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04) or Sure Seal® Latex Primer Sealer (027)

Finish: 1 or 2 coats of the appropriate Benjamin Moore® finish coat.

Repaint, All Substrates: Prime bare areas with the primer recommended for the substrate above.

Application

Stir thoroughly before and during use. Apply one or two coats.

Paint Application: For best results, use a premium Benjamin Moore® custom-blended nylon/polyester brush, premium Benjamin Moore® roller, or a similar product. Apply paint generously from unpainted area into wet area. This product can also be sprayed.

Spray, Airless: Fluid Pressure: 1500 – 2500

Tip: .013 - .017

Thinning/Clean Up

Thinning is unnecessary, but if required to obtain desired application properties, a small amount of clean water may be added. Never add other paints or solvents.

Clean Up: Use soap and water. Spray equipment should be given a final rinse with mineral spirits to prevent corrosion or follow state/local guidelines on solvent use.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.

Environmental Health & Safety Information

Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING Cancer and Reproductive Harm—
www.P65warnings.ca.gov

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under "Clean Up".

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional
health and safety information.**

Oil & Grease Emulsifier V600

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Application

Shake well before using.

Corotech® Oil & Grease Emulsifier should be mixed with water before use, 11 parts water to 1 part emulsifier for heavy cleaning requirements and 15 parts water to 1 part emulsifier for light cleaning. A mixed gallon will clean approximately 100 square feet of area. Pour the water and emulsifier mixture onto the surface to be cleaned. Allow this solution to work for 15 to 30 minutes then scrub the surface with a stiff bristled brush. Rinse thoroughly with clean water or pick up residue with a wet/dry vacuum. Repeat the cleaning procedure if necessary.

Clean Up

Clean up with clean water.

Environmental Health & Safety Information

Danger

Causes skin irritation

Causes serious eye damage

May cause an allergic skin reaction

Prevention: Wash face, hands and any exposed skin thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection. Avoid breathing dust/ fume/ gas/ mist/ vapors/ spray. Contaminated work clothing should not be allowed out of the workplace.

Response: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing and wash before reuse. If skin irritation or rash occurs: Get medical advice/attention.

Disposal: Dispose of contents/container to an approved waste disposal plant.



WARNING: Cancer and Reproductive Harm—
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PROTECT FROM FREEZING

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ULTRA SPEC[®] HP

ACRYLIC METAL PRIMER

HP04

Features

- Water thinned
- Rust inhibitive
- Fast dry and fast full cure times
- Excellent adhesion
- Can be applied to galvanized metal

Recommended For

For commercial and residential and applications. Ferrous Metal, Galvanized Metal, Equipment, Metal buildings, Fences, Masonry and General maintenance painting substrates

General Description

This unique waterborne, acrylic primer minimizes flash rusting and protects steel from corrosion. Its rust-inhibitive formula is ideal for use on interior and exterior ferrous and galvanized metal. This primer can be applied to slightly damp surfaces and adheres well to most hard to coat substrates. It can also be used to prime masonry substrates.

Limitations

- Not for immersion service
- Not for exposure to strong chemicals
- Not for exposure to acids or alkali
- Not to be applied if relative humidity exceeds 90%

Product Information

Labor Saving Benefits

- This primer is water thinned eliminating the need for costly solvents.
- Excellent rust inhibition for extended coating life.
- Fast dry and fast cure times eliminate costly down time.
- Excellent adhesion to hard-to-coat substrates such as zinc coated surfaces.

Colors — Standard:

White (01)
(May be tinted with up to 2 fl. oz. of Benjamin Moore[®] Gennex[®] colorants per gallon)

— Special Colors:

Contact your Benjamin Moore representative

Certifications & Qualifications:

VOC compliant in all regulated areas

Qualifies for LEED[®] v4 Credit
Qualifies for CHPS low emitting credit
(Collaborative for High Performance Schools)
CDPH v1 Emission Certified
Master Painters Institute MPI # 107, 107 X-Green[™], 134
Class A (0-25) over non-combustible surfaces when tested in accordance with ASTM E-84

Technical Assistance

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data[◇]

White

Vehicle Type	Acrylic	
Pigment Type	Titanium Dioxide & Corrosion Inhibitors	
Volume Solids	43%	
Coverage per Gallon at Recommended Film Thickness	300 – 400 Sq. Ft.	
Recommended Film Thickness	– Wet	4.0 – 5.5 mils
	– Dry	1.7 – 2.3 mils
Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.		
Dry Time @ 77°F (25°C) @ 50% RH	– To Touch	30 Minutes
	– To Recoat	2 Hours
High humidity and cool temperatures will result in longer dry, recoat and service times.		
Dries By	Coalescence	
Dry Heat Resistance	260 °F	
Viscosity	85 ± 3 KU	
Flash Point	None	
Gloss / Sheen	Matte (0 – 10 Max @ 60°)	
Surface Temperature at Application	– Min.	50 °F
	– Max.	95 °F
Thin With	Clean Water	
Clean Up Thinner	Clean Water	
Weight Per Gallon	10.9 lbs	
Storage Temperature	– Min.	40 °F
	– Max.	90 °F

Volatile Organic Compounds (VOC)

48 Grams/Liter .40 Lbs./Gallon

[◇]Reported values are for White. Contact Benjamin Moore for values of other bases or colors.

Surface Preparation

Surfaces to be coated must be clean, dry, and free of oil, grease, dust, flaky rust, mill scale, loose paint, chalk, mildew, and other foreign matter that could interfere with adhesion. Glossy surfaces should be dulled by abrading the surface.

Metal: Remove loose rust and scale with a scraper, wire brush, or sandpaper. Clean bare metal with an Oil & Grease Emulsifier or mineral spirits.

Mildew: If mildew is present, it must be removed by scrubbing with a commercial mildew wash. If mildew is widespread, the use of power wash equipment is suggested. **Caution:** Use rubber gloves, work goggles, and protective clothing when applying mildew wash. Follow manufacturer's directions.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Primer/Finish Systems

New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary. For best hiding results, tint the primer to the approximate shade of the finish coat, especially when a significant color change is desired. **Special Note:** Certain custom colors require a Deep Color Base Primer tinted to a special prescription formula to achieve the desired color. Consult your retailer.

Ferrous Metal:

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04)

Finish: Appropriate Benjamin Moore® Alkyd or Latex Finish Coat

Galvanized Metal: All new galvanized metal surfaces must be thoroughly cleaned with an Oil & Grease Emulsifier to remove contaminants.

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04)

Finish: Appropriate Benjamin Moore® Alkyd or Latex Finish Coat

Masonry; Smooth Poured or Pre-cast Concrete:

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04)

Finish: Appropriate Benjamin Moore® Alkyd or Latex Finish Coat

Repaint, All Substrates: Prime bare areas with the primer recommended for the substrate above.

Application

Mixing of Paint: Stir thoroughly before and occasionally during use. **Do not thin.**

Apply one or two coats. For best results, use a Benjamin Moore® Professional custom-blended nylon/polyester or china bristle brush, Benjamin Moore® Professional roller, or a similar product. This product can also be sprayed.

Spray, Airless: Fluid Pressure — 2,000 to 2,500 PSI;
Tip — .013 - .017 Orifice

Thinning/Clean Up

Clean Up: Clean all equipment immediately after using with soap and water. Spray equipment should be given a final rinse with mineral spirits to prevent corrosion.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information

WARNING!

Possible birth defect hazard. Contains, 2,2,4-trimethyl-1,3-pentanediol diisobutyrate, which may cause birth defects based on animal data.

Use only with adequate ventilation. Do not breathe vapors, spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING: Cancer and Reproductive Harm—
www.P65warnings.ca.gov

WARNING: This product contains isothiazolinone compounds at levels of <0.1%. These substances are biocides commonly found in most paints and a variety of personal care products as a preservative. Certain individuals may be sensitive or allergic to these substances, even at low levels

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under “Clean Up”.

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PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional
health and safety information.**



ULTRA SPEC[®] EXT SATIN FINISH N448

Features

- Exceptional film durability
- Exceptional hiding power
- Resistant to color fading, blistering, and alkali
- May be applied at temperatures down to 40 °F (4.4 °C)
- Long lasting gloss
- Easy to apply
- Rapid dry for quick recoating
- Provides mildew resistant coating
- Low VOC in any color

Recommended For

Recommended for wood, hardboard, vinyl, aluminum and fiber cement sidings; unglazed brick, concrete, stucco, cinder block, and primed metal.

General Description

A professional quality 100% acrylic exterior satin finish which features excellent hiding, film durability and color retention. Fast-dry formula allows for quick re-coating as well as low temperature application.

Limitations

- Do not apply when air and surface temperatures are below 40 °F (4.4 °C).
- Do not paint vinyl siding or trim darker than the original color
- Not for interior use

Product Information		
Colors — Standard: White (01) (May be tinted with up to 2.0 fl. oz. of Benjamin Moore [®] Gennex [®] colorants per gallon.)	Technical Data[◇]	
	Pastel Base	
— Tint Bases: Benjamin Moore [®] Gennex [®] bases 1X, 2X, 3X & 4X	Vehicle Type	100% Acrylic
	Pigment Type	Titanium Dioxide
— Special Colors: Contact your Benjamin Moore representative	Volume Solids	37.7 ± 2%
	Coverage per Gallon at Recommended Film Thickness	350 – 450 Sq. Ft.
Certifications & Qualifications: VOC compliant in all regulated areas Passes ASTM D6904 Wind Driven Rain Resistance: Over one coat of Ultra Spec [®] Masonry Int/Ext 100% Acrylic Sealer (0608) Water vapor permeance (breathability) ASTM D1653: 53.01 perms Master Painters Institute MPI # 15	Recommended Film Thickness	– Wet 4.0 mils – Dry 1.5 mils
	Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.	
Technical Assistance Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com	Dry Time @ 77 °F (25 °C) @ 50% RH	– To Touch 1 Hour – To Recoat 4 Hours
	Painted surfaces can be washed after two weeks. High humidity and cool temperatures will result in longer dry, recoat and service times.	
	Dries By	Evaporation, Coalescence
	Viscosity	96 ± 2 KU
	Flash Point	None
	Gloss / Sheen	Satin (10-20 @ 60°)
	Surface Temperature at Application	– Min. 40 °F – Max. 100 °F
	Thin With	See Chart
	Clean Up Thinner	Clean Water
	Weight Per Gallon	10.3 lbs
	Storage Temperature	– Min. 40 °F – Max. 90 °F
	Volatile Organic Compounds (VOC) 46 Grams/Liter .38 Lbs./Gallon	

[◇] Reported values are for Pastel Base. Contact Benjamin Moore for values of other bases or colors.

Surface Preparation

Surfaces must be clean, dry and free of oil, grease, wax, rust, mildew, chalk and loose or scaling paint. Cement based water proofing paints should be removed. Glossy surfaces must be dulled. Un-weathered areas such as eaves, porch ceilings, overhangs and protected wall areas should be washed with a Benjamin Moore® Clean (N318) and rinsed with a strong stream of water from a garden hose or power washer to remove contaminants that can interfere with proper adhesion. Stains from mildew must be removed by cleaning with Benjamin Moore® Clean (N318) prior to coating the surface. **Caution:** Refer to the (N318) Clean technical data and material safety data sheets for instructions on its proper use and handling.

All new masonry surfaces must be power washed or brushed thoroughly with stiff fiber bristles to remove loose particles. New masonry substrates must be allowed to cure for 30 days before priming or painting. Poured or pre-cast concrete with a very smooth surface should be etched or abraded to promote adhesion, after removing all form release agents and curing compounds.

Difficult Substrates: Benjamin Moore offers a number of specialty primers for use over difficult substrates such as bleeding woods, grease stains, crayon markings, hard glossy surfaces, or other substrates where paint adhesion or stain suppression is a particular problem. Your Benjamin Moore® retailer or Architectural Representative can recommend the right problem-solving primer for your special needs.

WARNING! If you scrape sand or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH-approved respirator to control lead exposure. Carefully clean up with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Primer/ Finish Systems

New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary. For best hiding results, tint the primer to the approximate shade of the finish coat, especially when a significant color change is desired. **Special Note:** Certain custom colors require a Deep Color Base Primer tinted to a special prescription formula to achieve the desired color. Consult your retailer.

Wood and engineered wood products:

Primer: Ultra Spec® EXT latex Primer (N558), Fresh Start® Multi-Purpose Latex Primer (N023) or Fresh Start® Exterior Wood Primer (094)

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Bleeding Type Woods, (Redwood and Cedar):

Primer: Fresh Start® Exterior Wood Primer (094) or 1-2 coats of Fresh

Start® High-Hiding All Purpose Primer (046) may be used

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Hardboard Siding, Bare or Factory Primed:

Primer: Ultra Spec® EXT latex Primer (N558)

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Vinyl Siding & Vinyl Composite

Note: Do not paint vinyl siding or trim darker than the original color.

Primer: Fresh Start® Multi-Purpose Latex Primer (N023)

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Rough or Pitted Masonry:

Primer: Ultra Spec® Masonry Interior/Exterior Hi-Build Block Filler (571)

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Poured or Pre-cast Concrete and Fiber Cement Siding:

Primer: Ultra Spec® Masonry Interior / Exterior 100% Acrylic Masonry Sealer (608) or Fresh Start® Multi-Purpose Latex Primer (N023)

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Ferrous Metal (Steel and Iron):

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04) or Super Spec HP® Alkyd Metal Primer (P06)

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Non-Ferrous Metal (Galvanized & Aluminum): All new metal surfaces must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier (V600) to remove contaminants. New shiny non-ferrous metal surfaces that will be subject to abrasion should be dulled with very fine sandpaper or a synthetic steel wool pad to promote adhesion

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04)

Finish: 1 or 2 coats Ultra Spec® EXT Satin Finish (N448)

Repaint, All Substrates: Prime bare areas with the primer recommended for the substrate above.

Application

Stir thoroughly before and during use. Apply one or two coats. Paint Application: For best results, use a premium Benjamin Moore® custom-blended nylon/polyester brush, premium Benjamin Moore® roller, or a similar product. Apply paint generously from unpainted area into wet area. This product can also be sprayed.

Thinning/Clean up

Conditioning with Benjamin Moore® 518 Extender may be necessary under certain conditions to adjust open time or spray characteristics. The chart below is for general guidance		
	Mild conditions Humid (RH> 50%) with no direct sunlight & with little to no wind	Severe Conditions Dry (RH<50%), in direct sunlight, or windy conditions
Brush: Nylon / Polyester	No thinning necessary	Add 518 Extender or water: Max of 8 fl. oz. to a gallon of paint Never add other paints or solvents.
Roller: Premium Quality		
Spray: Airless Pressure: 1500 -2500 psi Tip: .011-0.015		

Clean Up: Clean up with warm soapy water. Spray equipment should be given a final rinse with mineral spirits to prevent rusting.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information

Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING: Cancer and Reproductive Harm—
www.P65warnings.ca.gov

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under “Clean up”.

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health and safety information**



COMMAND™

WATERBORNE ACRYLIC URETHANE GLOSS V390

Features

- For light-to-moderate industrial, commercial and select residential use
- Interior/Exterior use
- Low temperature application
- Block resistant
- Multi-surface application
- Fast return-to-service

Recommended For

Galvanized and other non-ferrous metals, concrete, masonry, wood, fiberglass, in addition to properly prepared ferrous metals, drywall and plaster. Corotech® Command™ is designed for use on handrails, shelving, doors, floors, stairs, ramps, safety markers, curbs, cabinets, awnings, shutters, molding, piping, and more.

General Description

Corotech® COMMAND™ is an extremely durable, single-component, multi-substrate solution to help you save time and tackle multiple jobs with confidence. This interior/exterior, UV-resistant acrylic urethane enamel provides superior adhesion and abrasion resistance on a variety of substrates, and is ideal for facility maintenance and property management applications where minimal maintenance disruptions and quick returns to service are required.

Limitations

- Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C) - Relative humidity should be below 90%.
- Not intended as a whole house exterior paint over wood
- Not for immersion service.
- Not recommended for coating over Kynar® or similar finishes.

Product Information

Colors — Standard:

White (01), Safety Yellow (10), Safety Red (20), Black (80)

— Tint Bases:

Benjamin Moore® Gennex® bases 1X, 2X, 3X & 4X

— Special Colors:

Contact your retailer

Certification & Qualifications:

The products supported by this data sheet contain a maximum of 150 grams per liter VOC / VOS (1.25 lbs. /gal.) excluding water & exempt solvents.

VOC REGION	COMPLIANT
FEDERAL	YES
OTC	YES
OTCII	NO
CARB	YES
CARB07	NO
UTAH	NO
AZMC	YES
SCAQMD	NO

Technical Assistance:

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data◇

Base 1

Vehicle Type	Acrylic Urethane	
Pigment Type	Titanium Dioxide	
Volume Solids	36.5 ± 1.0%	
Coverage per Gallon at Recommended Film Thickness	350 – 450 Sq. Ft.	
Recommended Film Thickness	– Wet	3.7 – 4.7 mils
	– Dry	1.3 – 1.7 mils
Depending on surface texture and porosity		
Dry Time @ 77 °F (25 °C) @ 50% RH	– Tack Free	15 Minutes
	– Block-Resistant	1 Hour
	– To Recoat	1 Hour
	– Return to Service	24 Hours
High humidity and cool temperatures will result in longer dry, recoat and service times.		
Dries By	Evaporation	
Viscosity	87 ± 3 KU	
Flash Point	200 °F or Greater (TT-P-141, Method 4293)	
Gloss / Sheen	Gloss (80+ @ 60°)	
Surface Temperature at Application	– Min.	35 °F
	– Max.	100 °F
Thin With	Water	
Clean Up Thinner	Warm, Soapy Water	
Weight Per Gallon	10.2 lbs.	
Storage Temperature	– Min.	40 °F
	– Max.	95 °F

Volatile Organic Compounds (VOC)

146 Grams/Liter 1.21 Lbs./Gallon

◇ Reported values are for Base 1.

Surface Preparation

Prior to painting any surface, remove all grease, dirt and other surface contamination by applying a solution of Corotech® Oil & Grease Emulsifier V600. Remove all remaining loose paint, rust and mill scale via Hand Tool Cleaning (SSPC-SP2) or Power Tool cleaning (SSPC-SP3). Fill holes and cracks and sand smooth. Glossy surfaces must be fully deglossed. Moderate to heavily rusted areas must be thoroughly prepared and active rust should be properly removed.

Ferrous Metal: Remove any active rusted areas according to the surface preparation instructions. Apply one coat of Corotech® Acrylic Metal Primer V110 prior to top coating.

Non-Ferrous Metal (Galvanized & Aluminum): Galvanized steel normally comes from the mill chemically treated or passivated, to prevent white rusting or oxidation of the galvanized surface during the time it is being stored or shipped to the job site. Due to this, the surface must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier V600 or solvent wiping in accordance with SSPC-SP1 prior to coating. Prime properly prepared surfaces with Acrylic Metal Primer V110, Waterborne Bonding Primer V175 or apply 1-2 coats of COMMAND™ direct.

Wood Surfaces: For best results, prime bare spots and new wood with a quality acrylic primer. Apply one or two finish coats of COMMAND™ as needed. COMMAND™ can also be used as a self-sealing topcoat, however may dry to an uneven finish on some species of wood.

Dry Wall and Plaster: Prime new drywall and **fully cured** plaster with a quality acrylic primer. Apply one or two finish coats as needed.

Concrete Surfaces: Allow new concrete to age for a minimum of 30 days. New or old unpainted concrete should be etched with a concrete etch solution and then rinsed thoroughly with water. Be sure to follow the manufacturer's instructions when mixing and using solution. (Protect skin and eyes by wearing rubber gloves and goggles.) Rinse surface thoroughly with clean water. Allow surface to dry completely before coating. Old painted concrete should be fully cleaned and sanded if necessary.

Glossy Surfaces: Glossy surfaces must be deglossed to obtain a surface profile prior to coating. The preferred method is thoroughly sanding the surface area. Areas that cannot be properly deglossed should be primed with Corotech® Waterborne Bonding Primer V175 prior to finish coating.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead

Application

Mixing of Paint: Stir thoroughly before and occasionally during use. For best application results, apply generously going from unpainted into painted areas.

Thin with sparingly with water if needed.

Airless Spray:

Tip range between .015 and .019.

Total fluid output pressure at tip should not be less than 2400 psi.

Air Spray (Pressure Pot):

DeVilbiss MBC or JGA gun, with 704 or 765 air cap and Fluid Tip E.

Brush: Synthetic Bristle only.

Roller: ½" nap or finer for smooth surfaces.

NOTE: Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with recommended thinner. Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C). Relative humidity should be below 90%. Do not apply if within 5 degrees of dew point or if rain is expected within 4 hours of application.

Clean Up

Clean with warm, soapy water.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information

WARNING!

CAUTION: All floor coatings may become slippery when wet. Where non-skid characteristics are desired, use an appropriate anti-slip aggregate.

Possible birth defect hazard. Contains, **Carbamic acid, 1H-benzimidazol-2-yl-, methyl ester and Trimethylolpropane**, which may cause birth defects based on animal data.

Use only with adequate ventilation. Do not breathe vapors, spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. May cause allergic skin reaction. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING: Cancer and Reproductive Harm—
www.P65warnings.ca.gov

WARNING: This product contains isothiazolinone compounds at levels of <0.1%. These substances are biocides commonly found in most paints and a variety of personal care products as a preservative. Certain individuals may be sensitive or allergic to these substances, even at low levels.

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under “Clean Up”.

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional
health and safety information.**



COMMAND™

WATERBORNE ACRYLIC URETHANE SATIN V392

Features

- For light-to-moderate industrial, commercial and select residential use
- Interior/Exterior use
- Low temperature application
- Block resistant
- Multi-surface application
- Fast return-to-service
- Satin finish

Recommended For

Galvanized and other non-ferrous metals, concrete, masonry, wood, fiberglass, in addition to properly prepared ferrous metals, drywall and plaster. Corotech® Command™ is designed for use on handrails, shelving, doors, floors, stairs, ramps, safety markers, curbs, cabinets, awnings, shutters, molding, piping, and more.

General Description

Corotech® COMMAND™ is an extremely durable, single-component, multi-substrate solution to help you save time and tackle multiple jobs with confidence. This interior/exterior, UV-resistant acrylic urethane enamel provides superior adhesion and abrasion resistance on a variety of substrates, and is ideal for facility maintenance and property management applications where minimal maintenance disruptions and quick returns to service are required.

Limitations

- Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C) - Relative humidity should be below 90%.
- Not intended as a whole house exterior paint over wood
- Not for immersion service.
- Not recommended for coating over Kynar® or similar finishes.

Product Information

Colors — Standard:

White (01), Bronzestone (62), Black (80)

— Tint Bases:

Benjamin Moore® Gennex® bases 1X, 2X, 3X & 4X

— Special Colors:

Contact your retailer

Certification & Qualifications:

The products supported by this data sheet contain a maximum of 150 grams per liter VOC / VOS (1.25 lbs. /gal.) excluding water & exempt solvents.

VOC REGION	COMPLIANT
FEDERAL	YES
OTC	YES
OTCII	NO
CARB	YES
CARB07	NO
UTAH	NO
AZMC	YES
SCAQMD	NO

Technical Assistance:

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data◇

Base 1

Vehicle Type	Acrylic Urethane
Pigment Type	Titanium Dioxide
Volume Solids	40.5 ± 1.0%
Coverage per Gallon at Recommended Film Thickness	350 – 450 Sq. Ft.
Recommended Film Thickness	– Wet 3.5 – 4.7 mils – Dry 1.4 – 1.9 mils
Depending on surface texture and porosity	
	– Tack Free 15 Minutes
	– Block-Resistant 1 Hour
	– To Recoat 1 Hour
	– Return to Service 24 Hours
Dry Time @ 77 °F (25 °C) @ 50% RH	
High humidity and cool temperatures will result in longer dry, recoat and service times.	
Dries By	Evaporation
Viscosity	87 ± 3 KU
Flash Point	200 °F or Greater (TT-P-141, Method 4293)
Gloss / Sheen	Satin (20 – 30 @ 60°)
Surface Temperature at Application	– Min. 35 °F – Max. 100 °F
Thin With	Water
Clean Up Thinner	Warm, Soapy Water
Weight Per Gallon	10.7 lbs.
Storage Temperature	– Min. 40 °F – Max. 95 °F

Volatile Organic Compounds (VOC)

148 Grams/Liter 1.23 Lbs./Gallon

◇ Reported values are for Base 1.



MODERN MASTERS® METALLIC PAINT COLLECTION PRIMER

DESCRIPTION AND USES

Modern Masters® Metallic Paint Primer is an ideal primer and foundation color for Modern Masters' Metallic Paint Collection, Matte Metallics and Exterior Metallic Paints. It promotes adhesion on smooth surfaces, dries fast and is immediately sandable when dry. It also provides excellent stain-blocking power and can tolerate a caustic substrate level of pH 13. Use Cool Tone Primer under Silver and Pewter Metallic colors. For Gold and Copper Metallic colors, use Modern Masters Warm Tone Primer.

Metallic Paint Primer is suitable for concrete, masonry, non-ferrous metal, galvanized steel, plastic, wallboard, wood, plaster, stucco, and previously coated surfaces. It can be used for both interior and exterior applications.

PRODUCTS

32 Oz.	GALLON	DESCRIPTION
337170	337184	Metallic Cool Tone Primer
337171	337185	Metallic Warm Tone Primer

PRODUCT APPLICATION

SURFACE PREPARATION

ALL SURFACES: Remove dirt, grease, oil, salt and chemical contaminants by washing the surface with a commercial detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry. If any mold or mildew is present on the surface clean further with one quart of household bleach added to a gallon of water. Rinse with clean water. Severely mildewed areas should be cleaned with a chlorinated cleansing powder and thoroughly rinsed with water. All surfaces must be dry at time of application.

GALVANIZED STEEL: New galvanized steel should be solvent cleansed to remove all post galvanizing treatments such as oil, grease or wax. Old or existing galvanized steel should be thoroughly washed to remove all surface contaminants.

CONCRETE AND MASONRY: Hand or power tool clean to remove all loose or unsound concrete, masonry, or previous coating. Very dense, non-porous, concrete should be acid etched or abrasive blasted to remove the laitance layer and create a surface profile. Allow new concrete to cure for 30 days before coating.

PREVIOUSLY COATED: Previously coated surfaces must be sound and in good condition. Smooth, hard or glossy finishes should be scarified by sanding to create a surface profile.

PRODUCT APPLICATION (cont.)

SURFACE PREPARATION (cont.)

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

APPLICATION

Mix thoroughly. Product is formulated to be used as is. Apply only when air and surface temperatures are between 50-90°F (10-32°C), the relative humidity is no greater than 85% and surface is at least 5°F (3°C) above dew point. Dry times may be effected by extreme high or low relative humidity. Ensure fresh air entry during application and when drying.

BRUSHING: Use a high quality synthetic bristle brush.

ROLLING: Use a high quality low nap roller.

SPRAYING: Air –Atomized Spray (pressure feed only): Fluid tip – 0.055-0.070, Fluid Delivery – 10-16 oz./min, Atomizing Pressure – 25-60 psi. Airless Spray: Fluid Pressure – 1800-3000 psi, Fluid Tip – 0.013-0.017, Filter Mess 100.

TINTING: To improve hide and coverage with darker and deeper colors, Metallic Paint Primer can be tinted to even darker tones with up to 2 oz. of universal colorant per gallon. Tinting may increase dry times.

DRY TIMES: Recoat time is approximately 1 hour. Dry-to-touch time is approximately 30 minutes. (Drying times were recorded at 77°F and 50%RH.)

Note: Lower temperature and/or higher humidity will lengthen the dry and cure times.

COVERAGE: One gallon will cover up to 325 square feet.

CLEAN UP: Clean brushes, rollers, tool, and equipment with soap and warm water immediately after use. Promptly wipe up spills and splatters with a damp cloth.

HANDLING & STORAGE: Close tightly all containers when not in use. Store in a cool dry place away from direct sunlight.

DISPOSAL: Dispose of unused or unwanted product in accordance with local laws regulating water-based coatings.

		TECHNICAL DATA	MDM-05
		MODERN MASTERS® METALLIC PAINT COLLECTION PRIMER	

PHYSICAL PROPERTIES

		METALLIC PAINT PRIMER
Resin Type		Styrenated Acrylic
Pigment Type		Varies with Color
Solvents		Water, Glycol Ethers
Weight	Per Gallon	10.53-10.54 lbs.
	Per Liter	1.26 kg
Solids	By Weight	49.14-49.29 %
	By Volume	35.89-36.12 %
Volatile Organic Compounds		<100 g/l
Recommended Dry Film Thickness (DFT) per Coat		1.5 mils
Wet Film to Achieve DFT (Unthinned material)		4 mils
Practical Coverage at Recommended DFT (assume 15% material loss)		Up to 325 sq.ft./gal.
Dry Times at 77°F (25°C) and 50% Relative Humidity	Touch	30 minutes
	Handle	1 hour
	Recoat	1 hour
	Full Cure	7 days
Shelf Life		5 years
Flash Point		200°F
Safety Information		For additional information, see SDS

Calculated values are shown and may vary from the actual manufactured material.

The technical data and suggestions for use contained herein are correct to the best of our knowledge, and offered in good faith. The statements of this literature do not constitute a warranty, express, or implied, as to the performance of these products. As conditions and use of our materials are beyond our control, we can guarantee these products only to conform to our standards of quality, and our liability, if any, will be limited to replacement of defective materials. All technical information is subject to change without notice.



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Phone: 800-942-3166
www.modernmasters.com

Form: ARJ-1642
Rev.: 011520



MODERN MASTERS® EXTERIOR METALLIC PAINT COLLECTION™

DESCRIPTION AND USES

Modern Masters® Exterior Metallic Paint Collection™ provides a beautiful metallic look durable for exterior applications. This complete system includes two multi-surface primers, Cool and Warm Tone and 12 pre-mixed metallic paint colors. These colors can be applied by brush, roller or spray equipment to exterior architectural surfaces such as window mullions, exterior paneling and other architectural features. **It's water, mold, mildew, chemical, stain, mar, impact and UV resistant, so no additional protective top coat is needed.** This product reduces the overall time and numbers of coats required to beautify and protect your project.

PRODUCTS

QT. SKU	GAL. SKU	DESCRIPTION
337158	337172	Excalibur
337159	337173	Stainless Steel
337160	337174	Restoration Nickel
337161	337175	Gray Velvet
337162	337176	Aged Nickel
337163	337177	Chocolate Shimmer
337164	337178	Dome Gold
337165	337179	Brass Monkey
337166	337180	Treasure Gold
337167	337181	Cinnamon Sparkle
337168	337182	Fawn Bronze
337169	337183	Café Bronze

RECOMMENDED PRIMERS

QT. SKU	GAL. SKU	DESCRIPTION
337170	337184	Metallic Cool Tone Primer
337171	337185	Metallic Warm Tone Primer

NOTE: Metallic Paint Primers are suitable for concrete, masonry, nonferrous metal, galvanized steel, plastic, wallboard, wood, plaster, stucco, and previously coated surfaces.

COMPATIBLE PRIMERS

- Zinsser® SealCoat™
Substrates: wood knots
- Zinsser® WATERTITE® LV
Substrates: hot concrete
- Rust-Oleum® Sierra S-70
Substrates: ferrous metals
- Rust-Oleum® Sierra Metalmax®
Substrates: ferrous metals, DTM direct to metal and window and door mullions

PRODUCT APPLICATION

SURFACE PREPARATION

All surfaces to be painted must be entirely free of dust, dirt, oil, grease, and other contaminants. Completely remove all loose, flaking, or chalking paint from the surfaces. Do not apply over slick or glossy surfaces. **Properly prime the clean, dry surface with a primer from our Recommended Primer/Compatible Primer list and allow the surface to dry completely—preferably overnight.**

NOTE: Lower temperature and higher humidity will lengthen the dry and cure times of primers.

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APPLICATION

NOTE: Always test the product in a small, inconspicuous area before beginning a project to see if the desired results are attained. We recommend preparing a sample board prior to beginning a project to check color and technique. The paint should be mixed thoroughly before using.

Modern Masters Exterior Metallic Paint Collection paints can be brushed, rolled, or spray applied (See specific equipment requirements under Spraying) onto any paintable, properly primed, interior or exterior surface, such as walls, ceilings, columns, trim, doors, furniture, and paintable wallcoverings. Two coats are recommended for best results.

Do not apply in temperatures below 58°F/14°C or above 85°F/29°C and surface temperature is at least 5°F/3°C above the dew point.

BRUSHING: Use a high-quality brush recommended for water-based paints.

ROLLING: Use a high-quality 3/8 nap roller. Thoroughly clean the roller cover before beginning project. Work in sections, approximately 3-4 foot wide, keeping a wet-edge, cross roll to improve coverage, finishing the surface by back-rolling in one direction, top to bottom. This procedure will minimize lap marks, properly orient the metallic particles and give a uniform appearance.



MODERN MASTERS® EXTERIOR METALLIC PAINT COLLECTION™

PRODUCT APPLICATION (cont.)

APPLICATION (cont.)

SPRAYING: Use a NIOSH approved respirator when spraying. Provide adequate ventilation. To spray Exterior Metallic Paint Collection paints, thin with up to 16 fluid ounces of water to one gallon of Exterior Metallic Paint Collection paints. Thin carefully, as over thinning of the paint will result in loss of hide and a reduction of the desired appearance.

Use an HVLP gun or a conventional cup gun with the fluid and air supply from a pressure pot and compressor. Air pressure at the HVLP spray gun needs to be approximately 45 psi, with greater pressures at the tank, approximately 60 psi.

NOTE: Do not use turbine-type "air compressors" to power the HVLP spray gun and do not use airless spray systems.

TAPING: Use high quality, low-tack tape when taping over surfaces that have been previously painted with Exterior Metallic Paint. Therefore consider cutting along the tape edge with a razor blade to avoid delaminating the fresh paint from the substrate.

PRODUCT APPLICATION (cont.)

TINTING: Exterior Metallic Paint Collection colors can be intermixed to create custom colors.

DRY TIMES: Recoat time is approximately 1-2 hours. Dry to touch time is approximately 30 minutes. (Drying times were recorded at 77°F and 50%RH.)

NOTE: Lower temperature and/or higher humidity will lengthen the dry and cure times.

COVERAGE: One gallon will cover approximately 320 to 400 square feet. Approximately 1.5 mils dry film thickness per coat. A minimum of 3 mils dry film thickness is required for hide and full color development.

CLEAN UP: Clean brushes, rollers, tool, and equipment with soap and warm water immediately after use. Do not reuse containers and properly dispose of empty containers.

		TECHNICAL DATA	MDM-03
		MODERN MASTERS® EXTERIOR METALLIC PAINT COLLECTION™	

PHYSICAL PROPERTIES

		EXTERIOR METALLIC PAINT COLLECTION
Resin Type		Water-Based Acrylic Polyurethane
Weight	Per Gallon	9.11-9.52 lbs.
	Per Liter	1.09-1.14 kg
Solids	By Weight	40-44%
	By Volume	33-36%
Volatile Organic Compounds		Max 350 g/l
Recommended Dry Film Thickness (DFT) per Coat		1.5 mils
Wet Film to Achieve DFT (Unthinned material)		4-4.5 mils
Practical Coverage at Recommended DFT (assume 15% material loss)		320-400 sq.ft./gal.
Dry Times at 77°F (25°C) and 50% Relative Humidity	Touch	30 minutes
	Handle	1 hour
	Recoat	1-2 hours
	Full Cure	12-24 hours
Shelf Life		5 years
Flash Point		200°F (93°C)
Safety Information		For additional information, see SDS

Calculated values are shown and may vary from the actual manufactured material.

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Rev.: 012020
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Surface Preparation

Prior to painting any surface, remove all grease, dirt and other surface contamination by applying a solution of Corotech® Oil & Grease Emulsifier V600. Remove all remaining loose paint, rust and mill scale via Hand Tool Cleaning (SSPC-SP2) or Power Tool cleaning (SSPC-SP3). Fill holes and cracks and sand smooth. Glossy surfaces must be fully deglossed. Moderate to heavily rusted areas must be thoroughly prepared and active rust should be properly removed.

Ferrous Metal: Remove any active rusted areas according to the surface preparation instructions. Apply one coat of Corotech® Acrylic Metal Primer V110 prior to top coating.

Non-Ferrous Metal (Galvanized & Aluminum): Galvanized steel normally comes from the mill chemically treated or passivated, to prevent white rusting or oxidation of the galvanized surface during the time it is being stored or shipped to the job site. Due to this, the surface must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier V600 or solvent wiping in accordance with SSPC-SP1 prior to coating. Prime properly prepared surfaces with Acrylic Metal Primer V110, Waterborne Bonding Primer V175 or apply 1-2 coats of COMMAND™ direct.

Wood Surfaces: For best results, prime bare spots and new wood with a quality acrylic primer. Apply one or two finish coats of COMMAND™ as needed. COMMAND™ can also be used as a self-sealing topcoat, however may dry to an uneven finish on some species of wood.

Dry Wall and Plaster: Prime new drywall and **fully cured** plaster with a quality acrylic primer. Apply one or two finish coats as needed.

Concrete Surfaces: Allow new concrete to age for a minimum of 30 days. New or old unpainted concrete should be etched with a concrete etch solution and then rinsed thoroughly with water. Be sure to follow the manufacturer's instructions when mixing and using solution. (Protect skin and eyes by wearing rubber gloves and goggles.) Rinse surface thoroughly with clean water. Allow surface to dry completely before coating. Old painted concrete should be fully cleaned and sanded if necessary.

Glossy Surfaces: Glossy surfaces must be deglossed to obtain a surface profile prior to coating. The preferred method is thoroughly sanding the surface area. Areas that cannot be properly deglossed should be primed with Corotech® Waterborne Bonding Primer V175 prior to finish coating.

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Application

Mixing of Paint: Stir thoroughly before and occasionally during use. For best application results, apply generously going from unpainted into painted areas.

Thin with sparingly with water if needed.

Airless Spray:

Tip range between .015 and .019.

Total fluid output pressure at tip should not be less than 2400 psi.

Air Spray (Pressure Pot):

DeVilbiss MBC or JGA gun, with 704 or 765 air cap and Fluid Tip E.

Brush: Synthetic Bristle only.

Roller: ½" nap or finer for smooth surfaces.

NOTE: Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with recommended thinner. Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C). Relative humidity should be below 90%. Do not apply if within 5 degrees of dew point or if rain is expected within 4 hours of application.

Clean Up

Clean with warm, soapy water.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information

WARNING!

CAUTION: All floor coatings may become slippery when wet. Where non-skid characteristics are desired, use an appropriate anti-slip aggregate.

Possible birth defect hazard. Contains, **Carbamic acid, 1H-benzimidazol-2-yl-, methyl ester**, which may cause birth defects based on animal data.

Use only with adequate ventilation. Do not breathe vapors, spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. May cause allergic skin reaction. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



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FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under “Clean Up”.

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional
health and safety information.**

VandlTop®

Sacrificial Anti-Graffiti Coating

TECHNICAL DATA SHEET

Tough and Durable Graffiti Resistant Coating



VandlTop® Sacrificial Anti-Graffiti

Description	U/M	Code
VandlTop® Sacrificial Anti-Graffiti	1 Gallon	VG-7101
VandlTop® Sacrificial Anti-Graffiti	5 Gallon	VG-7100

Description

VandlTop® Sacrificial Anti-Graffiti Coating is a waterbased emulsion that dries to a clear and non-yellowing matte finish, and provides a temporary or sacrificial protective shield against graffiti damage caused by spray paints and markers.

Features

- V.O.C. compliant - less than 20 g/L
- Non-flammable
- Graffiti defacement is removed from VANDLTOP® coated surfaces using low-pressure hot water to strip or melt the VandlTop® from the surface
- VandlTop® must be reapplied to stripped or cleaned surfaces to restore graffiti resistance

Rainguard® VandlTop® may be used to protect interior or exterior painted and unpainted surfaces, such as masonry, stucco, and concrete. For application to new masonry, stucco, or concrete surfaces, a first coat of Rainguard water repellent protection is required.

A Complete System

Bare Surfaces:

First apply one coat of Micro-Seal® Water Repellent by Rainguard® (required for applications that need warranties and substrate is unpainted or sealed)

For applications that do not require material and labor warranties, and only need material warranties please refer to VandlGuard® Non-Sacrificial Graffiti Coating.

Recommended Uses

- Aggregate panels
- Concrete, brick, or stucco
- EFIS and cement plaster
- Metal
- Over water-based coatings
- Plastic
- Previously or newly-painted surfaces.
- Stone
- Wood

Coverage Rates (Theoretical)

Substrate	Sq Ft / Gallon
Precision/Split Face Block	200
Ground Face Block	200
Scored/Fluted Block	180
Sand Blasted Block	180
Slump/Adobe Block	200
Heavy Textured Stucco	200
Brick	250
Unpainted Wood	200
Porous Tile	200
Fine/Medium Textured Stucco	250
Cast/Pre-Cast/Tilt-up Concrete	250
Sand Blasted Concrete	225
Exposed Aggregate	225
EFIS	225
Metal	300
Painted Surfaces	300

Application

All surfaces to be coated should be structurally sound, clean, and dry. VandlTop® should be applied by using airless spray equipment. Apply VandlTop® coat at recommended coverage rates. Apply in a fine mist, cross-hatched pattern to build up the wet coating. As soon as the entire surface has been coated, immediately repeat the process with a second pass. Depending on the porosity of the surface, a light second coat may be necessary. Clean equipment with soap and water when finished.



Test Panel

Always apply material to a mock wall or test panel. Test wall or actual surface area to determine acceptable color, surface porosity, application rates and methods before starting general application.

Environmental Conditions

Do not apply to surfaces if moisture content is greater than 15% as measured with an electronic moisture meter. Do not apply materials in climates where freezing temperatures have existed prior to application. Allow adequate time for surfaces to thaw. Establish that air, surface, and material temperatures are above 40°F (4°C) and at least 5°F above the dew point prior to painting. Do not apply at temperatures below 40°F or when temperatures are expected to drop below 40°F within 24 hours of application. Do not apply if rain, snow, or lower temperatures are expected within 48 hours. Do not apply if relative humidity is greater than 80%.

General Precautions

Painted Surfaces:

Allow newly-painted and stucco surfaces to fully chemically cure before application of VandlTop®. Recent formulations of pigmented paints, coatings, and integrally-colored stucco colorant additives contain biocides. These biocides must be released before application of VandlTop. Please consult the manufacturer of the paint/stucco coating to determine the chemical curing period. Rainguard is not responsible for yellowing or color differences as a result of application of the VandlTop over uncured paint or integrally colored stucco surfaces. Allow the VandlTop® product to cure three days before removing graffiti.

Graffiti Removal Steps

1. Use a hot pressure wash to remove graffiti
2. PSI should be at least 2,000 up to 4,000.
3. Proceed with cleaning.
4. Allow to dry for 1 hour before reapplication.

Limited Warranty Procedures

The information contained herein is offered in good faith and is believed to be accurate. To be eligible for a Rainguard Warranty the following must occur:

1. A site visit must be conducted by an employee or agent of Rainguard and a Field Inspection Report completed.
2. A Warranty Application must be fully completed by the applicator.
3. Field Inspection Report, Warranty Application, and a copy of the distributor's invoice must be submitted to and approved by Rainguard.

This material is only warranted when applied in accordance with the manufacturer's guidelines and warranty procedures. Without adherence to these specific guidelines, no expressed or implied warranty of this product is given. Please contact Rainguard for additional information.

Technical Data

For additional performance-testing information, please contact Rainguard technical services.

Material Type	Blended Emulsion
Permeability	100%
Volume	Approx. 32%
Weight	Approx. 50% Solids
Odor	Slight Latex Odor
Temp Range	Application 40°-100° F
Color of Material	Clear
V.O.C.	<20 gm/L
Flash Point	Non-Flammable
Surface Dry Time	1-2 Hours
Full Chemical Cure	72-96 Hrs @ 75°F

Approvals & Qualifications

Los Angeles Research Report	#RR 25060
USGBC - LEED Points	Up to 3 Points

ASTM D7089-06 Graffiti Removal Method

Part Number	Product	Warranty	Trisodium Phosphate	High Pressure Wash	Graffiti Remover
VG-7020 - VG-7025	Urethane	5/10 Year M & L	✓	✓	✓
VG-7006	Acrylic System	1/5/10 M & L			✓
VG-7000	Acrylic	1/5/10 Material			✓
VG-7100	VandlTop Sacrificial	N/A		✓	✓

ASTM D6578/D6578M-13 Anti-Graffiti Cleanability Level

Part Number	Product	Level 9. Detergent	Level 8. IPA	Level 7. Minera Spirits	Level 6. Xylene	Level 5. MEK
VG-7020 - VG-7025	Urethane	✓	✓	✓	✓	✓
VG-7006	Acrylic System		✓	✓		
VG-7000	Acrylic		✓	✓		
VG-7100	VandlTop Sacrificial		✓	✓	✓	✓



VandlTop® Sacrificial Anti-Graffiti

SHORT FORM CONSTRUCTION CONTRACT

This Agreement is made and entered on _____, in Ukiah, California, by and between _____, a CA General Partnership [corporation, partnership, sole proprietor] ("Contractor") and the City of Ukiah ("City"), a general law municipal corporation.

RECITALS:

1. The plans and specifications for this work ("the Work") are contained in Exhibit A - Bid Specification, which is attached hereto and incorporated herein by this reference.
2. Contractor is properly licensed and qualified to perform the work.
3. Whenever this Agreement calls for City approval or notification, the approval or notification must be signed by the City Manager or his or her designee.

AGREEMENT:

Wherefore, in consideration of the foregoing facts and the terms and conditions as further stated herein, the parties hereby agree as follows.

1. PERFORMANCE OF THE WORK

Contractor will perform the Work as further provided herein.

1.1 Time of Performance. Contractor shall commence the Work when receiving a formal Notice to Proceed, and shall complete the Work by no later than _____.

1.1.1. ☐ [check if applicable] It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 1.1.2, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that, subject to Sections 1.13-1.14, below, the Contractor will pay to the City the sum of five hundred dollars (\$500.00) per day for each and every calendar day's delay beyond the time prescribed.

1.1.2 ☐ [check if applicable] In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

1.2 Construction of Contract Documents. Contractor will perform the Work in compliance with the plans and specifications set forth in the attached Exhibit A. If there is any inconsistency or conflict between the plans and the specifications, the specifications will prevail. If there is any inconsistency between the plans and the specifications and this agreement, the terms of this Agreement shall prevail, unless expressly stated otherwise in a particular specification.

1.3 Contractor furnished items. Contractor will furnish all necessary labor, materials, tools, equipment, and transportation necessary to perform the Work.

1.4 New SB 854 requirements

1.4.1 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)].

1.4.2 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.

1.4.3 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

1.4.4 The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded on or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

1.4.5 The Prime Contractor is required to post job notices at the job site as prescribed by regulations (currently, 8 CCR §16451(d).)

1.5 Use of Employees.

1.5.1. Contractor and any subcontractors shall pay all mechanics and laborers employed by them to work upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.

1.5.2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the City, \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

1.5.3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, City has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of workers concerned. Copies of the General Prevailing Wage Determination are on file in the office of the City Engineer and are available to the Contractor on request. The Contractor shall post the wage determination at the site of work in a prominent place where the workers can easily see it.

1.5.4. City will not recognize any claim for

additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained from the City Engineer. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.

1.5.5. Travel and Subsistence Payments.

Contractor shall make travel and subsistence payments to each worker needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

1.5.6. Apprentices.

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Copies of Labor Code Sections 1771 (requiring prevailing wages), 1775 (imposing penalties, including a \$50 per day, per worker forfeiture, for failure to pay prevailing wages), 1776 (requiring contractor to maintain available for inspection certified payroll records), 1777.5 (requiring certain apprenticeship programs), 1813 (imposing penalties for failure to make records available for inspection) and 1815 (requiring time and $\frac{1}{2}$ for overtime) are available at the Department of Industrial Relations website at <http://www.dir.ca.gov/>

1.6 CITY Inspector. CITY may designate an architect, engineer, other design professional or other inspector ("Inspector") to supervise and/or inspect Contractor's performance of the Work. The Inspector shall have no authority to change the Work, the compensation for performing the Work or the time for completing the

Work without City's prior written approval. City shall notify the Contractor in writing, if it designates an Inspector.

1.7 Site Conditions. Contractor acknowledges that it has inspected the work site and any improvements involving the Work and satisfied itself as to the conditions which can affect the Work or its cost. Contractor has not relied on any representation by CITY or its officers or employees as to the condition of the site or the houses or any condition that might affect the cost of performing this Agreement.

1.8 New Products Required. All equipment, materials or fixtures furnished by Contractor under this Agreement shall be new and of the most suitable grade for the intended purpose, unless otherwise specifically provided.

1.9 Compliance with Laws. The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work.

1.10 Protection of Site and Improvements. The Contractor shall preserve and protect the site, grounds and any involved improvements and shall not alter or damage any portion thereof, except as is absolutely necessary in order to perform the Work. The Contractor shall repair or replace, as directed by CITY, any property that it damages, looses or destroys in violation of this paragraph. Contractor shall assume full responsibility for maintaining the safety of the worksite in compliance with all applicable state and federal worker safety and protection laws and shall maintain the worksite in compliance with all such laws.

1.11 Inspection of Work. The Contractor shall ensure that the Work is available for inspection by CITY or its Inspector at all reasonable times and that no work is covered up or rendered incapable of inspection without prior notice to CITY or its Inspector and a reasonable opportunity for inspection. The presence or absence of an CITY inspector or the conduct of an inspection by CITY or its Inspector shall not relieve the Contractor from any contract requirement or compliance with Exhibit A.

1.12 Title. The Contractor warrants that it conveys full and complete title, free of all liens and encumbrances, to all materials, supplies, fixtures and equipment furnished to CITY under this

Agreement and agrees to fully defend and indemnify CITY, its officers and employees, and the houses and homebuyers included in the Work from and against any claim, lien, charge, debt, cost, expense or liability arising from a breach of said warranty.

1.13 Warranties. In addition to any other warranties in this contract, the Contractor warrants that the Work conforms to the contract requirements and is free of any defect in equipment, material or workmanship for a period of one year from the date of final acceptance of the Work by CITY. If CITY accepts any part of the Work before final acceptance of the entire Work, the warranty shall continue for the period of one year from the date of such partial acceptance. The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. [Initial if following sentence applies /_/_ /_/_] CITY shall retain __% of the Contract Amount to secure the Contractor's warranty and shall remit the unused portion of that amount at the end of the warranty period. The time limit of this warranty shall not apply to any latent defects, or gross negligence or fraud on the part of the Contractor.

1.14. Extension of Time.

Should any delays occur which the City may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the City during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the City within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the City within 45 days of the occurrence unless the City specifies in writing a longer period. All claims for a time extension must be approved by the City and incorporated into a written change order.

1.15. Unfavorable Weather and Other Conditions.

During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means

or precautions approved by the City, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day that prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

1.16. Saturday, Sunday, Holiday and Night Work.

No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the City.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the City and that such permission may be revoked at any time by the City if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

1.17. Hours of Labor.

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than $1\frac{1}{2}$ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

2. CONTRACT PRICE

CITY shall pay the Contractor for performance of this Agreement time and materials with a total not to exceed amount of _____.

3. PAYMENT OF CONTRACT PRICE

3.1 City shall pay any invoice for completed work, and approved by the City, within thirty (30) days of its receipt by City. All payments under this contract shall be made upon the presentation of certificates in writing from the City and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

4. INDEMNIFICATION AND INSURANCE.

4.1 Indemnification. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private

investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

4.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

4.2.1. 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.

4.2.2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.

4.2.3. 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.

4.2.4. 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 insureds 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. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, 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.

3. 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.

4.2.5. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, aa for long-term credit rating and AMB-1 for short-term credit rating.

4.2.6. 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 effecting the coverage required by these Special Provisions at any time.

4.2.7. 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.

5. TERMINATION.

This Agreement may only be terminated by City: 1) for breach of the agreement; 2) because funds are no longer available to pay Contractor for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Contractor was retained. City shall notify Contractor of any alleged breach of the agreement and of the action required to cure the breach. If Contractor fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Contractor. City shall pay the Contractor only for services performed and expenses incurred as of the effective termination date, unless terminated because the Contractor has failed to satisfactorily cure a breach after notice in which event City shall:

- a. retain any amounts earned under the Contract but not yet paid by City;
- b. take possession of all material and fixtures on the job site;
- c. have the right to complete the Work and recover from Contractor any increased cost to complete the Work above the amounts that would have been paid to Contractor hereunder, together with any other damages suffered by City as a result of said breach.

6. MODIFICATION OF AGREEMENT.

City may, from time to time, request changes in the Work, the time to complete the work or the compensation to be paid for the Work. Such changes must be incorporated in written amendments to this Agreement. To be effective, all such changes as referred to in this section must be agreed upon in writing by both parties to this agreement.

7. ASSIGNMENT.

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of City.

8. APPLICATION OF LAWS.

The parties hereby agree that all applicable Federal, State and local rules, regulations and guidelines not written into this Agreement shall hereby prevail during the period of this Agreement.

9. INDEPENDENT CONTRACTOR.

It is the express intention of the parties hereto that Contractor is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Contractor under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City.

Contractor shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Contractor agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Contractor, including the legal costs associated with defending against any audit, claim, demand or law suit.

Contractor warrants and represents that it is a properly licensed for the work performed under this Agreement with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

10. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California and any legal action concerning the agreement must be filed and litigated in the proper court in Mendocino County, each party consenting to jurisdiction and venue of California state courts in Mendocino County.

11. SEVERABILITY.

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

12. INTEGRATION.

This Agreement, including the exhibits attached hereto, contains the entire agreement among the parties and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations among the parties. No amendments to this Agreement shall be binding unless executed in writing by all of the parties.

13. WAIVER.

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. NOTICES.

Whenever notice, payment or other communication is required or permitted under this Agreement, it shall be deemed to have been given when personally delivered, emailed, telefaxed or deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

CONTRACTOR

CITY

City of Ukiah

Email:
FAX:

300 Seminary Ave.
Ukiah, CA. 95482
Email:
FAX:

Service by telefax shall bear a notation of the date and place of transmission and the facsimile telephone number to which transmitted.

Either party may change the address to which notices must be sent by providing notice of that change as provided in this paragraph.

15. PARAGRAPH HEADINGS.

The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this agreement.

16. EXECUTION OF AGREEMENT.

This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

WHEREFORE, the parties have entered this Agreement on the date first written above.

CONTRACTOR

CITY OF UKIAH

By: _____

By: _____
Sage Sangiacomo
City Manager

California Contractor's License Number _____ [Number or N/A]



INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial **General Liability coverage** (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Worker's Compensation** insurance as required by the State of California and Employer's Liability Insurance.

II. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations**. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Worker's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. REQUIRED Insurance Provisions

Proof of **general liability and automobile liability** policies are to contain, or **be endorsed** to contain, the following provisions:

A. The City, its officers, officials, employees, and volunteers are to be covered as **ADDITIONAL INSURED** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

B. **The workers' compensation policy is to be endorsed with a waiver of subrogation.** The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

C. For any claims related to this project, the Contractor's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. **Note: (This protects the Contractor)** -Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.

V. **RATING - Acceptability of Insurers**

Insurance is to be placed with admitted California insurers with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

VI. **Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on **forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements or policies must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

VII. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

If you have questions regarding our insurance requirements contact:

**Risk Manager
(707) 463-6287 FAX (707) 463-6204**

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:

Principal)

Affix
Corporate

(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 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.

Alex Thomas Plaza Painting													
Owner:City of Ukiah													
Bid Opening:2021-07-20				* marks an allowance		All Star Painting Inc			Dunn Right Painting, Inc			Anchor Singh Painting	
						Antelope, CA 95843		75 KUNZLER RANCH RD STE D			Sacramento, CA		
						US		UKIAH, CA 95482			US		
						Bid Status:Under Review		Bid Status:Under Review			Bid Status:Under Review		
Bid Items													
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price		Item Total	Unit Price		Item Total	Unit Price		Item Total
00001		PROVIDE ALL NECESSARY MATERIALS,	1	LS	\$53,000.00		\$53,000.00	\$78,100.00		\$78,100.00	\$97,987.50		\$97,987.50
Bid List Total							\$53,000.00			\$78,100.00			\$97,987.50
Total Bid Amount							\$53,000.00			\$78,100.00			\$97,987.50
Listed Subs													



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Ordinance Amending Division 9, Chapter 2 of the Ukiah Municipal Code to Execute General Plan Housing Element Implementation Tasks and Comply with New State Housing Laws.

DEPARTMENT: Community
Development

PREPARED BY: Mireya Turner, Planning Manager

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Ordinance

Summary: Council will consider adoption of the Ordinance amending Articles of the Ukiah Municipal Zoning Code to execute General Plan Housing Element Implementation Programs and comply with new State housing laws. This Ordinance was unanimously introduced at the August 18, 2021, City Council meeting.

Background: In 2017, the City Council approved a Housing Strategy to develop programs and tools designed to facilitate the production of housing for both lower income and middle income households. To facilitate the production of lower income housing, Council created the Ukiah Housing Trust Fund and supported funding applications furthering affordable housing projects. To facilitate the production of middle income housing, Council directed the removal of impediments to housing development through regulatory relief and the research of innovative zoning practices.

The analysis performed for the 2017 Housing Strategy, plus stakeholder and community input, resulted in Implementation Programs within the 2019-2027 General Plan Housing Element that, if enacted, would provide regulatory relief for the production of middle income housing. At Council's direction, and due in part to grants the City applied for and was awarded in 2019 and 2020, the 2019-2027 Housing Element Implementation Programs have been prioritized and accelerated for implementation. This item is to enable policy previously developed by Council and the community during 2017-2019 to become a reality.

Portions of the proposed Zoning Code Amendments were previously reviewed by the City Council Ad Hoc Committee, Design Review Board, Planning Commission, and City Council, as well as by internal and external agencies. All input received was incorporated into the proposed draft Ordinance.

The Objective Design and Development Standards were distributed for agency review on June 1, 2020. They were further reviewed by the Design Review Board on June 25, 2020, the Planning Commission on August 12, 2020, and the City Council Ad Hoc Committee on October 1 and 15, 2020. Recommendations by each body were included in the Staff Report for the City Council's meeting on November 4, 2020, where the Objective Standards were approved, in concept only, with the recommendations included.

The Flexible Parking Options were distributed for agency review on June 1, 2020, and were reviewed by the Design Review Board and Planning Commission on June 10, 2020, and the City Council Ad Hoc Committee on November 1, and 15, 2020. Their recommendations of the Moderate Parking Reductions and Unbundled Parking, with a minimum of one space per unit, was approved, in concept only, by the City Council on

November 4, 2020.

The draft Ordinance and Resolution were sent out for agency review on April 19, 2021, and reviewed by the City Council Housing Element Ad Hoc Committee on April 22, 2021. At the Ad Hoc meeting, the Ad Hoc approved a modified recommendation of a further reduction of duplex parking from 1.5 spaces per unit, to one space per unit. The Planning Commission affirmed its earlier recommendation of 1.5 spaces per unit for duplex parking, at its July 14, 2021 meeting.

Agency review included the following departments/agencies: City of Ukiah Building Division, Public Works Department, Electric Utility Department, Police Department, Ukiah Valley Fire Authority, Mendocino County Planning and Building Services, and the United States Air Force, Army, Marine Corps and Navy. No comments were received from the reviewing agencies.

At its August 18, 2021 meeting, the Council approved the Introduction of the proposed Ordinance, in a 4-0 vote, with Council Member Rodin absent. Council also adopted a resolution approving the Initial Study/Negative Declaration and General Plan Amendment No. 21-01 to allow for increased density and lot coverage in compliance with the General Plan Housing Element and State housing laws.

Discussion: The Ordinance will accomplish five (5) Housing Element Implementation Programs, as well as update the Ukiah Municipal Code for compliance with existing State housing laws.

Staff recommends Council adopt the Ordinance (Attachment 1). If adopted, the Ordinance will go into effect in 30 days.

Recommended Action: Adopt the Ordinance amending Division 9, Chapter 2 of the Ukiah Municipal Code to execute General Plan Housing Element Implementation Tasks and comply with new State housing laws.

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: Darcy Vaughn, Assistant City Attorney; Craig Schlatter, Community Development Director

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 9, CHAPTER 2 OF THE CITY CODE TO EXECUTE GENERAL PLAN HOUSING ELEMENT IMPLEMENTATION TASKS AND TO COMPLY WITH NEW STATE HOUSING LAWS.

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

SECTION ONE.

Division 9, Chapter 2, Article 3 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

ARTICLE 3. REGULATIONS IN LOW DENSITY RESIDENTIAL (R-1) DISTRICTS

* * *

§9015 PURPOSE AND INTENT

The purpose of the regulations in the low density residential (R-1) district is to preserve, enhance, and protect the low-density residential neighborhoods in the community. The R-1 zone is intended for residential areas characterized predominantly by single-family uses, duplexes, and with typical single-family residential subdivision lots ranging in size from six thousand (6,000) to ten thousand (10,000) square feet in size. This zone is consistent with the LDR (low density residential) land use designation of the city general plan.

§9016 ALLOWED USES

The following uses are allowed in low density residential (R-1) districts:

Accessory buildings.

Accessory dwelling units (ADU) or junior accessory dwelling units (JADU) on lots developed with a primary single-family or multifamily residence or for which a primary residence is proposed subject to the following standards/criteria:

* * *

G. Accessory dwelling units may be attached to existing single-family or multiple-family residences or detached as separate structures. Accessory dwelling units shall incorporate the same or substantially similar architectural features, height, building materials and colors as the main dwelling unit or compatible dwellings located on adjacent properties. Architecture not similar to the architecture of the principal dwelling or buildings on adjacent properties shall be subject to the use permit process.

* * *

W. Applications for a building permit within any zoning district where residential uses are allowed by right shall be approved ministerially to develop any of the following:

1. One ADU and one JADU per lot with a proposed or existing single-family dwelling if all of the following apply:

- a. The ADU or JADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than one hundred fifty (150) square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.
- b. The space has exterior access from the proposed or existing single-family dwelling.
- c. The side and rear setbacks are sufficient for fire and safety.
- d. The JADU complies with the requirements of this section.

2. One detached, new construction, ADU that does not exceed four foot (4') side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The ADU may be combined with a JADU described in subsection W1 of this section.

3. Multiple ADUs within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with State building standards for dwellings. The number of ADUs permitted within an existing multifamily dwelling structure shall be capped at twenty-five percent (25%) of the existing units in the multifamily dwelling, or one ADU, whichever is greater.

4. Not more than two (2) ADUs that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to four-foot (4') rear and side yard setbacks.

* * *

Multiple-family residential dwellings in the form of duplexes, transitional housing, and supportive housing on corner lots. Multiple-family dwellings in the form of triplexes, fourplexes, single-room occupancies (SROs), and rooming and boarding houses are prohibited. Multiple-family dwellings that comply with the design and development standards in Article 5.2 of this Chapter are permitted by right.

Single-family residential dwellings, including manufactured/modular home, transitional housing, and supportive housing. Manufactured/modular home shall comply with the additional development standards in Section 9022 of this Code.

Small and large family daycare homes.

§9017 PERMITTED USES

The following uses may be permitted with the securing of a use permit:

Accredited public or private schools.

Bed and breakfast establishments.

Churches, chapels, and other places of religious assembly and instruction.

Community care facility for more than six (6) persons, but not more than twelve (12) persons.

Condominiums.

Multiple-family dwellings in the form of duplexes, transitional housing, and supportive housing that do not comply with the design and development standards set forth in Article 5.2 of this Chapter.

Outdoor sales establishments.

Parks, community gardens, and playgrounds.

Public buildings and places of temporary public assembly.

§9018 BUILDING HEIGHT LIMITS

The following shall be the maximum limits for height of buildings in Single-Family Residential (R-1) Districts:

- A. For single-family dwellings, two-family dwellings and attached accessory dwelling units, a maximum height of thirty feet (30').
- B. For accessory buildings a maximum height of twenty feet (20') or the maximum height of the main building whichever is less.
- C. The height limits for both dwelling units and accessory structures may be exceeded with the securing of a use permit. The height limit for accessory dwelling unit may be exceeded through the use permit process, provided a finding is made that the higher structure would not adversely impact the health, safety, and general welfare of the public.

§9020 REQUIRED YARD SETBACKS

The purpose of establishing yard areas in the R-1 zoning district is to ensure open spaces, and a low-density appearance to single-family residential neighborhoods. In single-family residential (R-1) districts, yards shall be required in the following minimum widths, as measured from the street right of way:

- A. Front: Fifteen feet (15') for residences and accessory structures, and twenty-five feet (25') for garages and accessory structures.
- B. Sides: Ten feet (10') for residences and five feet (5') for accessory structures.
- C. Rear: Fifteen feet (15') for residences, and five feet (5') for accessory structures.
- D. Corner Lots: On corner lots, there shall be a front setback line of fifteen feet (15') on each street side of a corner lot.

Except in cases where fifty percent (50%) of the same side of the block is already built out, then the average setback shall apply. The fifty percent (50%) average setback exception does not apply to accessory structures.

* * *

§9021 REQUIRED PARKING

A. The minimum parking area required in Single-Family Residential (R-1) Districts is as follows:

1. Single-Family Dwelling: Two (2) on-site parking spaces per unit.
2. Duplex: One and half (1.5) on-site parking spaces per unit.
3. Other Uses: The parking requirements for all other allowed or permitted uses shall be subject to the provisions of section 9198 of this code.

B. Each required on-site parking space or garage space for single-family residential uses shall be a minimum of nine feet (9') in width and nineteen feet (19') in depth.

C. Each required on-site parking space or garage space for single-family residential uses shall open directly onto a driveway or aisle and be designed to provide safe and efficient ingress and egress for vehicles accessing such parking space. The maximum width for such driveways shall be twelve feet (12') for single wide driveways, and twenty feet (20') for double wide driveways and access lanes to parcels with no street frontage.

D. All driveways on corner lots shall be located a minimum distance of twenty feet (20') from the curb return.

§9022 ADDITIONAL REQUIREMENTS

A. Manufactured homes certified under the national manufactured home construction and safety standards act of 1974 (42 USC section 5401 et seq.) are allowed uses on individual residential parcels subject to the following regulations:

1. Foundation System: The manufactured home shall be attached to a permanent foundation system approved by the City Building Official and designed and constructed pursuant to section 18551 of the state Health and Safety Code.
2. Utilities: All utilities to the manufactured home shall be installed pursuant to standards set forth in Division 4 of this Code and additional City standard practices and policies.
3. Permits: All applicable building, site development, and encroachment permits associated with development of residential property shall be secured prior to any on site construction.

§9023 DETERMINATION OF APPROPRIATE USE

A. Whenever a use is not listed in this Article as a use permitted by right or a use subject to a use permit in the R-1 zoning district, the planning director shall determine whether the use is appropriate for the zoning district, either as a right or subject to a use permit. In making this determination, the planning director shall find as follows:

1. The use would not be incompatible with other existing or allowed uses in the R-1 zoning district;
2. The use would not be detrimental to the continuing residential development of the area in which the use would be located; and

3. The use would be in harmony and consistent with the purpose of the R-1 zoning district.
4. In the case of determining that a use not articulated as an allowed or permitted use could be established with the securing of a use permit, the planning director shall find that the proposed use is similar in nature and intensity to the uses listed as permitted uses.

SECTION TWO.

Division 9, Chapter 2, Article 4 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§9030 PURPOSE AND INTENT

The medium density residential zoning district is intended to provide land area and opportunities for a range of densities and a variety of housing types, including single-family and multiple-family residential development, and townhomes. The maximum density is one to fifteen (15) dwelling units per acre of land. The R-2 district is also intended to provide for a compatible mix of medium density residential, educational, religious, quasi-medical, and small professional office land uses. The R-2 zoning district is consistent with the MDR (medium density residential) general plan land use designation.

§9031 ALLOWED USES

The following uses are allowed in Medium Density Residential (R-2) Districts:

Accessory buildings and accessory uses.

Accessory dwelling units and junior accessory dwelling units, as defined in section 9278 of this code and regulated in section 9016 of this code.

Community care facility (maximum clients – 6).

Home occupations (as defined in section 9301 of this chapter).

Second dwelling units as allowed in the R-1 districts in section 9016 of this chapter.

Single-family dwellings, including manufactured/modular homes, transitional housing, and supportive housing. Manufactured/modular home shall comply with the additional development standards in set forth in Section 9037 of this Code.

Multiple-family dwellings (i.e., duplexes, triplexes, fourplexes, condominiums, apartments houses, transitional housing, supportive housing, single-room occupancies (SROs), and rooming or boarding houses). Multiple-family dwellings that comply with the design and development standards in Article 5.2 of this Chapter are permitted by right.

Small and large family child daycare homes.

§9032 PERMITTED USES

The following uses may be permitted in medium density residential (R-2) zoning districts subject to first securing a use permit:

Accredited public or private schools.

Bed and breakfast establishments.

Churches, chapels, and other places of religious assembly.

Community care facility for more than six (6) persons, but not more than twelve (12) persons.

Dwelling groups.

Multiple-family dwellings that do not comply with the design and development standards set forth in Article 5.2 of this Chapter.

Outdoor sales establishment.

Parks, community gardens, and playgrounds.

Professional office converted from a single-family residence.

Rest homes, convalescent services, and other residential medical facilities.

Single-family dwelling on a three thousand (3,000) square foot lot (1 side 0 lot line and 1 side 5-foot setback provided that "0" lot lines are contiguous).

Social halls, lodges, public buildings, and places of temporary public assembly.

Temporary uses meeting the purpose and intent of the R-2 zoning district. The temporary use shall be for a maximum period of six (6) months, and shall be subject to permit renewal/time extension at the discretion of the planning director.

§9033 BUILDING HEIGHT LIMITS

The following shall be the maximum limits for height of buildings in medium density residential (R-2) districts:

- A. For main buildings a maximum height of thirty-five feet (35').
- B. For accessory buildings, a maximum height of twenty feet (20') or the maximum height of the main building, whichever is less.
- C. The height limits for main buildings and accessory structures may be exceeded with the securing of a use permit.

§9034 REQUIRED SITE AREA

In medium density residential (R-2) districts there is no required building site area.

§9035 REQUIRED YARD SETBACKS

In Medium Density Residential (R-2) Districts, yards shall be required in the following minimum widths, as measured from the street right of way:

- A. Front:
 - 1. Single-family dwellings: Fifteen feet (15') for primary and accessory structures, and twenty-five feet (25') for garages.
 - 2. Multiple-family dwellings: Ten feet (10') for multiple-family primary and accessory structures, and twenty-five feet (25') for garages.

B. Sides:

1. Single-family dwellings: Ten feet (10'), except as provided in Section 9032 of this Article.
2. Multiple-family dwellings: Five feet (5') for multiple-family dwellings except for those multiple-family projects that comply with all the design and development standards set forth in Article 5.75 of this Chapter.

C. Rear:

1. Single-family dwellings: Ten feet (10').
2. Multiple-family dwellings, single-story: Ten feet (10').
3. Multiple-family dwellings, multi-story: Fifteen feet (15').

Except in cases where fifty percent (50%) of the same side of the block is already built out, then the average setback shall apply.

D. Corner Lots: On corner lots, there shall be a front setback line of ten feet (10') on each street side of a corner lot.

E. Special Yards and Distances between Buildings: Minimum widths shall be as follows:

1. The distance between any structures in any dwelling group shall be a minimum of ten feet (10') for single-story and multi-story structures
2. Any side yard providing vehicular access to single-row dwelling groups shall have a minimum width of twenty feet (20') for one-way access and twenty five feet (25') for dual access.
3. Any inner court providing vehicular access to double-row dwelling groups shall have a minimum width of twenty feet (20'), and a minimum width of twenty four feet (24') if bordered by parking stalls.

§9036 REQUIRED PARKING

A. The minimum parking area required in Medium Density Residential (R-2) Districts is as follows:

1. Single-Family Dwelling: Two (2) on-site parking spaces per unit.
2. Duplex: One and half (1.5) on-site parking spaces per unit.
3. Multiple-Family Dwelling: One (1) on-site parking space per unit.
5. Other Uses: The parking requirements for all other allowed or permitted uses shall be subject to the provisions of Section 9198 of this Code.

B. Each required off-street parking space or garage space for multiple-family residential uses shall be a minimum of nine feet (9') in width and nineteen feet (19') in depth. Thirty percent (30%) of the parking stalls in a parking lot with ten (10) or more stalls shall be compact sized (8 feet in width and 16 feet in length).

- C. Each required off-street parking space or garage space for multiple-family residential uses shall open directly onto a driveway or aisle and be designed to provide safe and efficient ingress and egress for vehicles accessing such parking space. The maximum width for such driveways shall be twelve feet (12') for single-wide driveways, and twenty feet (20') for double-wide driveways and access lanes to parcels with no street frontage.
- D. All driveways on corner lots shall be located a minimum distance of twenty feet (20') from the curb return.
- E. Relief from the parking requirements in the R-2 Zoning District may be approved through the discretionary review process, provided a finding is made that a reduced number of spaces would not adversely impact the health, safety, or general welfare of the public.

§9037 ADDITIONAL REQUIREMENTS

A. A site development permit is required for development of more than a single duplex. However, multiple-family residential projects described in Section 9031 of this Code that are in compliance with the design and development standards set forth in Article 5.75 of this Chapter are exempt from this requirement.

B. Manufactured homes certified under the national manufactured home construction and safety standards act of 1974 (42 USC section 5401 et seq.) are allowed on individual residential parcels subject to the following regulations:

1. Foundation System: The manufactured home shall be attached to a permanent foundation system approved by the city building official and designed and constructed pursuant to section 18551 of the state Health and Safety Code.
2. Utilities: All utilities to the manufactured home shall be installed pursuant to city standard practices and policies.
3. Permits: All applicable building, site development, and encroachment permits associated with development of residential property shall be secured prior to any on site construction.

C. All development projects that are not multiple-family residential projects, or that do not comply with the design and development standards set forth in Article 5.75 of this Chapter, and that require discretionary review, shall include a proposed landscaping plan commensurate with the size and scale of the proposed development project. Landscaping plans shall be submitted as a required component of all site development and use permits at the time of application filing.

1. All proposed landscaping plans shall comply with the following standards:
 - a. Landscape plantings shall be those which grow well in Ukiah's climate without extensive irrigation. Native species are strongly encouraged.
 - b. Deciduous trees shall constitute the majority of the trees proposed along the south and west building exposures; nondeciduous street species shall be restricted to areas that do not inhibit solar access.

c. Parking lots with twelve (12) or more parking stalls shall have a tree placed between every four (4) parking stalls within a continuous linear planting strip rather than individual planting wells, unless clearly infeasible. Parking lot trees shall primarily be deciduous species, and shall be designed to provide a tree canopy coverage of fifty percent (50%) over all paved areas within fifteen (15) years of planting. Based upon the design of the parking lot, a reduced number of trees may be approved through the discretionary review process.

d. Parking lots shall have a perimeter planting strip with both trees and shrubs.

e. Parking lots with twelve (12) or more parking stalls shall have defined pedestrian sidewalks or marked pedestrian facilities within landscaped areas and/or separated from automobile travel lanes. Based upon the design of the parking lot, and the use that it is serving, relief from this requirement may be approved through the discretionary review process.

f. Street trees may be placed on the property proposed for development instead of within the public right of way if the location is approved by the City Engineer, based upon safety and maintenance factors.

g. All new developments shall include a landscaping coverage of twenty percent (20%) of the gross area of the parcel, unless based upon the small size of a parcel, it would be unreasonable and illogical. A minimum of fifty percent (50%) of the landscaped area shall be dedicated to live plantings.

h. Landscaping plans shall include an automatic irrigation system and lighting plan.

i. All required landscaping for residential development projects shall be adequately maintained.

j. All healthy existing mature trees on development project sites shall be preserved and incorporated into the proposed landscaping plan, if feasible.

k. The Planning Director, Zoning Administrator, Planning Commission, or City Council shall have the authority to modify the required elements of a landscaping plan depending upon the size, scale, intensity, and location of the development project.

* * *

SECTION THREE.

Division 9, Chapter 2, Article 5 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

* * *

§9045 PURPOSE AND INTENT

The purpose of the R-3 zoning district is to implement the general plan policies for high density residential areas as a transition zone between low and medium density

residential and commercial land uses with the emphasis upon residential uses. It is intended to provide opportunities for a mix of multiple-family residential development and low intensities commercial land uses. The R-3 zoning district is consistent with the HDR (high density residential) general plan land use designation.

§9046 ALLOWED USES

The following uses are allowed in High Density Residential (R-3) Districts:

Accessory buildings and accessory uses. This shall not be construed as permitting any business use or occupation other than those specifically listed herein.

Accessory dwelling units and junior accessory dwelling units, as defined in section 9278 of this code and regulated in section 9016 of this code.

Community care facility, which provides service for six (6) or fewer persons, with the residents and operators of the facility being considered a family.

Home occupations (as defined in section 9278 of this chapter).

Public or private parking lots for automobiles, when the property is adjacent to any C-N, C-1, or C-2 district, or if required to accompany any new land use.

Second dwelling units as allowed in the R-1 districts in section 9016 of this chapter.

Single-family dwellings, including manufactured/modular homes, transitional housing, and supportive housing. Manufactured/modular home shall comply with the additional development standards in Section 9052 of this Code.

Multiple-family dwellings (i.e., duplexes, triplexes, fourplexes, condominiums, apartments, transitional housing, supportive housing, single-room occupancies (SROs), and rooming or boarding houses). Multiple-family dwellings that comply with the design and development standards in Article 5.2 of this Chapter are permitted by right.

Small and large family daycare homes.

§9047 PERMITTED USES

The following uses may be permitted in high density residential (R-3) districts subject to first securing a use permit:

Barbershops, beauty shops.

Churches, chapels, and other places of religious assembly.

Coin operated laundromat.

Dwelling groups.

Florist.

Hotels, motels, and bed and breakfast establishments.

Mobile home parks.

“Mom and pop” convenience grocery stores, delicatessens, bakeries, and coffee shops.

Multiple-family dwellings that do not comply with the design and development standards in Article 5.2 of this Chapter.

Nursery schools

Parks, community gardens, and playgrounds.

Professional offices.

Public buildings.

Rest homes, hospitals, pharmacies, and community care facilities serving more than six (6) persons, but not more than twelve (12) persons.

Video rentals/sales.

§9048 BUILDING HEIGHT LIMITS

The following shall be the maximum limits for height of buildings in High Density Residential (R-3) Districts:

- A. For main buildings a maximum height of fifty feet (50'), unless abutting an R-1 or R-2 lot in which case a maximum height of thirty-five feet (35').
- B. For accessory buildings, a maximum height of thirty feet (30') or the maximum height of the main building whichever is less.

§9049 REQUIRED SITE AREA FOR MOBILE HOME PARKS

- A. In High Density Residential (R-3) Districts there is no required building site area.
- B. The required building site for each mobile home park shall be a minimum of two (2) acres.

§9050 REQUIRED YARD SETBACKS

In High Density Residential (R-3) Districts, yards shall be required in the following minimum widths, except as provided in Section 9032 of this Chapter:

- A. Front:
 - 1. Single-family dwellings: Fifteen feet (15') for dwellings and accessory structures, and twenty-five feet (25') for garages.
 - 2. Multiple-family dwellings: Ten feet (10') for multiple-family dwellings and accessory structures, and twenty-five feet (25') for garages.
- B. Sides: Five feet (5'), except for those multiple-family dwelling projects that comply with all the design and development standards in Article 5.75 of this Chapter.
- C. Rear:
 - 1. Single-family dwellings: Ten feet (10').
 - 2. Multiple-family dwellings, single-story: Ten feet (10').

3. Multiple-family dwellings, multi-story: Fifteen feet (15').

D. Corner Lots: On corner lots, there shall be a front setback line of ten feet (10') on each side of the property facing a street.

Except in cases where fifty percent (50%) of the same side of the block is already built out, then the average setback shall apply.

E. Special Yards and Distances between Buildings: Minimum widths shall be as follows:

1. The distance between any structures in any dwelling group shall be a minimum of ten feet (10').

2. Any side yard providing vehicular access to single-row dwelling groups shall have a minimum width of twenty feet (20') for one-way access and twenty five feet (25') for dual access.

3. Any inner court providing vehicular access to double-row dwelling groups shall have a minimum width of twenty feet (20'), and a minimum width of twenty four feet (24') if bordered by parking stalls.

§9051 REQUIRED PARKING

A. The minimum parking area required in High Density Residential (R-3) Districts is as follows:

1. Single-Family Dwelling: Two (2) on-site parking spaces per unit.

2. Duplex: One and half (1.5) on-site parking spaces per unit.

3. Multiple-Family Dwelling: One (1) on-site parking space per unit.

5. Other Uses: The parking requirements for all other allowed or permitted uses shall be subject to the provisions of section 9198 of this Code.

B. Each required off-street parking space or garage space for multiple-family residential uses shall be a minimum of nine feet (9') in width and nineteen feet (19') in depth. Thirty percent (30%) of the parking stalls in a parking lot with ten (10) or more stalls shall be compact sized (8 feet in width and 16 feet in length).

C. Each required off-street parking space or garage space for multiple-family residential uses shall open directly onto a driveway or aisle and be designed to provide safe and efficient ingress and egress for vehicles accessing such parking space. The maximum width for such driveways shall be twelve feet (12') for single-wide driveways, and twenty feet (20') for double-wide driveways and access lanes to parcels with no street frontage.

D. All driveways on corner lots shall be located a minimum distance of twenty feet (20') from the curb return.

E. Relief from the parking requirements in the R-3 Zoning District may be approved through the discretionary review process, provided a finding is made that a reduced number of spaces would not adversely impact the health, safety, and general welfare of the public.

§9052 ADDITIONAL REQUIREMENTS

A. All new construction, exterior modifications to existing buildings or on-site work shall require a site development permit pursuant to subsection 9261B of this Chapter, excluding multiple-family residential projects, as described in Section 9046, that comply with the design and development standards in Article 5.75 of this Chapter.

B. Manufactured homes certified under the national manufactured home construction and safety standards act of 1974 (42 USC section 5401 et seq.) are allowed on individual residential parcels subject the following regulations:

1. Foundation System: The manufactured home shall be attached to a permanent foundation system approved by the city building official and designed and constructed pursuant to section 18551 of the state Health and Safety Code.
2. Utilities: All utilities to the manufactured home shall be installed pursuant to city standard practices and policies.
3. Permits: All applicable building, site development, and encroachment permits associated with development of residential property shall be secured prior to any on site construction.

C. All development projects that are not multiple-family residential projects, or do not comply with the design and development standards in Article 5.75 of this Chapter , and that require discretionary review, shall include a proposed landscaping plan commensurate with the size and scale of the proposed development project. Landscaping plans shall be submitted as a required component of all site development and use permits at the time of application filing.

1. All proposed landscaping plans shall comply with the following standards:

a. Landscape plantings shall be those which grow well in Ukiah's climate without extensive irrigation. Native species are strongly encouraged.

b. Deciduous trees shall constitute fifty-one percent (51%) of the trees proposed along the south and west building exposures; nondeciduous street species shall be restricted to areas that do not inhibit solar access.

c. Parking lots with twelve (12) or more parking stalls shall have a tree placed between every four (4) parking stalls within a continuous linear planting strip rather than individual planting wells, unless clearly infeasible. Parking lot trees shall primarily be deciduous species, and shall be designed to provide a tree canopy coverage of fifty percent (50%) over all paved areas within fifteen (15) years of planting. Based upon the design of the parking lot, a reduced number of trees may be approved through the discretionary review process.

d. Parking lots shall have a perimeter planting strip with both trees and shrubs.

e. Parking lots with twelve (12) or more parking stalls shall have defined pedestrian sidewalks or marked pedestrian facilities of no less than 3 feet (3') in width within landscaped areas and/or separated from automobile travel lanes. Based upon the design of the parking lot, and the use that it is serving, relief from this requirement may be approved through the discretionary review process.

f. Street trees may be placed on the property proposed for development instead of within the public right of way if the location is approved by the City Engineer, based upon safety and maintenance factors.

g. All new developments shall include a landscaping coverage of twenty percent (20%) of the gross area of the parcel, unless based upon the small size of a parcel as determined the Planning Director. A minimum of fifty percent (50%) of the landscaped area shall be dedicated to live plantings.

h. Landscaping plans shall include an automatic irrigation system and lighting plan.

i. All required landscaping for commercial development projects shall be maintained.

j. All healthy existing mature trees on development project sites shall be preserved and incorporated into the proposed landscaping plan, if feasible.

k. The Planning Director, Zoning Administrator, Planning Commission, or City Council shall have the authority to modify the required elements of a landscaping plan depending upon the size, scale, intensity, and location of the development project.

* * *

SECTION FOUR.

Division 9, Chapter 2, Article 6 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

* * *

§9060 PURPOSE AND INTENT

The purpose of the Neighborhood Commercial (C-N) Zoning District is to encourage and promote a balanced mix of low intensity professional office, commercial, single-family and multiple-family residential, and quasi-public land uses. The maximum residential density is one to fifteen (15) dwelling units per gross acre of land. Large and incompatible commercial retail stores, such as supermarkets, chain drugstores, convenience stores, and discount clothing stores, are not allowed or permitted. Similarly, highway-serving commercial uses, such as motels, and gas stations/automotive repair businesses are not allowed or permitted. The C-N District is intended to provide low intensity commercial services, such as medical offices, small retail stores, and personal services to the adjacent and integrated residential community. Additionally, the provisions of this Article are intended to assure that development is compatible with the surrounding community, in terms of both design and use, and does not adversely impact surrounding properties.

§9061 USES ALLOWED

The following uses are allowed in Neighborhood Commercial Zoning Districts:

Accessory uses to any of the uses allowed in this district.

Accessory dwelling units and junior accessory dwelling units, as defined in section 9278 of this code and regulated in section 9016 of this code.

Home occupations.

Low barrier navigation centers.

Professional and medical offices, barbershop, beauty shop, drugstore, florist, delicatessen (seating/tables permitted), small grocery store, and all other uses which, in the opinion of the planning director, are similar. The planning director may refer a determination regarding similar uses to the planning commission for a decision.

Second dwelling units as allowed in the R-1 districts in section 9016 of this chapter.

Single-family dwelling, including manufactured/modular homes, transitional housing, and supportive housing. Manufactured/modular home shall comply with the additional development standards in Section 9068 of this Code.

Small and large family daycare homes.

Multiple-family dwellings (i.e., duplexes, triplexes, fourplexes, condominiums, apartment houses, transitional housing, supportive housing, single-room occupancies (SROs), and rooming or boarding houses). Multiple-family dwellings that comply with the design and development standards in Article 5.2 of this Chapter are permitted by right.

Emergency shelters, small.

A mix of any of the above allowed uses.

§9062 USES PERMITTED WITH SECURING OF A USE PERMIT

The following uses may be permitted in neighborhood commercial (C-N) districts, subject to first securing a use permit pursuant to provisions contained in section 9262 of this chapter:

Bakery.

Bed and breakfast establishment.

Bookstore.

Coffee shop.

Emergency shelters, large.

Medical care facility or hospital.

Multiple-family dwellings that do not comply with the design and development standards set forth in Article 5.2 of this Chapter.

Personal service establishment.

Places of religious worship, assembly or instruction.

Public or private schools.

Retail stores not listed in section 9061 of this article, except for large commercial retail stores, such as department stores, supermarkets, chain drugstores, and discount clothing stores.

Sit down restaurant or cafe (no drive-thru restaurants shall be permitted).

Small and large family child daycare homes.

Tailor shop.

A mix of any of the above permitted uses.

Other uses which, in the opinion of the planning director, are similar. The planning director may refer a determination regarding similar uses to the planning commission for a decision.

§9063 BUILDING HEIGHT LIMITS

The following shall be the maximum limits for height of buildings in neighborhood commercial (C-N) districts:

- A. For main buildings, a maximum height of thirty-five feet (35').
- B. For accessory buildings, a maximum height of twenty feet (20').
- C. To exceed the height limit, a use permit must first be secured.

§9064 BUILDING SITE AND LOT AREA REQUIREMENTS

In neighborhood commercial (C-N) districts, the building site area shall be as follows:

- A. Commercial. For each main building a minimum of seven thousand (7,000) square feet of area, and a width of seventy feet (70').
- B. Residential and Mixed-Use. No minimum building site area.
- C. Existing lots as of the date of ordinance 1006, under seven thousand (7,000) square feet are considered legal building sites.
- D. All newly created parcels shall have a minimum of seven thousand (7,000) square feet of area.

§9065 FRONT SETBACK LINES

The provisions for front setback lines in Neighborhood Commercial (C-N) Districts shall be as follows:

- A. On interior lots, the front setback line shall be a minimum of ten feet (10') measured from the street right-of-way line fronting such lot.
- B. On corner lots, there shall be a front setback line on each street side of a corner lot. The front setback line shall be a minimum of ten feet (10') measured from the street right-of-way line adjacent to such lot.

§9066 YARD REQUIREMENTS

In Neighborhood Commercial (C-N) Districts, yards shall be required in the following widths:

- A. Front Yards For Single-Story Buildings: On both interior and corner lots the front setback line shall be a minimum of ten feet (10') measured from the street right-of-way line fronting such lot.
- B. Front Yards For Multiple-Story Buildings: On both interior and corner lots the front setback line shall be a minimum of ten feet (10') for the first story and fifteen feet (15') for the second story measured from the street right-of-way line fronting such lot.
- C. Side Yards: The minimum depth required shall be five feet (5').
- D. Rear Yards: The minimum depth required shall be ten feet (10').

Except in cases where fifty percent (50%) of one side of the block is already built out, the average (median) setback shall apply.

§9067 PARKING REQUIREMENTS

The minimum parking area and number of on-site parking spaces required in the Neighborhood Commercial (C-N) Zoning District shall be as follows:

- A. Commercial Uses.
 - 1. Retail Stores, Professional Offices, And Business Offices: One parking space for each three hundred (300) square feet of gross leasable space.
 - 2. Personal Services And Personal Improvement Facilities: One parking space for each three hundred fifty (350) square feet of gross floor area.
 - 3. Restaurant: One parking space for every three (3) seats, with a minimum of four (4) spaces. An additional parking space for each two (2) employees at maximum shift.
 - 4. Bicycle Parking: Safe bicycle parking facilities shall be provided in all new commercial developments where it is determined through the discretionary review process that the use would attract bicyclists. The number of bicycle parking spaces required shall be not less than ten percent (10%) of the number of required off-street automobile parking spaces. Such safe bicycle parking shall be located convenient to the entrance(s) to the use.
- B. Residential Uses. The minimum parking areas are required for the following residential uses:
 - 1. Single-Family Dwelling: Two (2) on-site parking spaces per unit.
 - 2. Duplex: One and half (1.5) on-site parking spaces per unit.
 - 3. Multiple-Family Dwelling: One (1) on-site parking space per unit.
- C. Other Uses: All other uses are subject to the provisions contained in Article 17 of this Chapter.
- D. Exceptions: Relief from the parking requirements in the C-N Zoning District may be approved through the discretionary review process, provided a finding is made that there is a unique circumstance associated with the use or property that results in a demand for less parking than normally expected.

E. Rear or Side Lots: If parking is to be provided on the rear or sides of lots, fencing and landscaping shall be required to effectively screen the development from adjoining properties.

§9067.5 LOT COVERAGE

The maximum lot coverage shall be sixty percent (60%) of the gross size of the parcel(s). Relief from the lot coverage standard can be approved through the discretionary review process, based upon the size, scope, and intensity of the development proposal.

§9068 ADDITIONAL REQUIREMENTS

The following additional requirements are applicable in the Neighborhood Commercial (C-N) Districts:

A. A site development permit shall be required for development projects in the Neighborhood Commercial (C-N) Zoning District, pursuant to the requirements of subsection 9261B of this Chapter, excluding multiple-family residential projects as described in Section 9061 that comply with the design and development standards in Article 5.75 of this Chapter.

B. No fence shall be constructed over three feet (3') in height in any required front yard.

C. Manufactured homes certified under the national manufactured home construction and safety standards act of 1974 (42 USC section 5401 et seq.) are allowed on individual parcels subject to the following regulations:

1. Foundation System: The manufactured home shall be attached to a permanent foundation system approved by the city building official and designed and constructed pursuant to section 18551 of the state Health and Safety Code.

2. Utilities: All utilities to the manufactured home shall be installed pursuant to city standard practices and policies.

1. Permits: All applicable building, site development, and encroachment permits associated with development of residential property shall be secured prior to any on site construction.

D. All development projects that are not multiple-family residential projects or do not comply with the design and development standards in Article 5.75 of this Chapter for multiple-family projects and that require discretionary review in the C-N Zoning District shall include a proposed landscaping plan commensurate with the size and scale of the proposed development project and surrounding area. Landscaping plans shall be submitted as a required component of all site development and use permits at the time of application filing.

1. All proposed landscaping plans shall comply with the following standards:

- a. Landscape plantings shall be those which grow well in Ukiah's climate without extensive irrigation. Native species are strongly encouraged.

b. Deciduous trees shall constitute 51 percent (51%) of the trees proposed along the south and west building exposures; nondeciduous street species shall be restricted to areas that do not inhibit solar access.

c. Parking lots with twelve (12) or more parking stalls shall have a tree placed between every four (4) parking stalls within a continuous linear planting strip rather than individual planting wells, unless clearly infeasible. Parking lot trees shall primarily be deciduous species, and shall be designed to provide a tree canopy coverage of fifty percent (50%) over all paved areas within fifteen (15) years of planting. Based upon the design of the parking lot, a reduced number of trees may be approved through the discretionary review process.

d. Parking lots shall have a perimeter planting strip with both trees and shrubs.

e. Parking lots with twelve (12) or more parking stalls shall have defined pedestrian sidewalks or marked pedestrian facilities of no less than 3 feet (3') in width within landscaped areas and/or separated from automobile travel lanes. Based upon the design of the parking lot, and the use that it is serving, relief from this requirement may be approved through the discretionary review process.

f. Street trees may be placed on the property proposed for development instead of within the public right of way if the location is approved by the City Engineer, based upon safety and maintenance factors.

g. All new developments shall include a landscaping coverage of twenty percent (20%) of the gross area of the parcel, unless based upon the small size of a parcel as determined by the Planning Director. A minimum of fifty percent (50%) of the landscaped area shall be dedicated to live plantings.

h. Landscaping plans shall include an automatic irrigation system and lighting plan.

i. All required landscaping for commercial development projects shall be maintained.

j. All healthy existing mature trees on development project sites shall be preserved and incorporated into the proposed landscaping plan, if feasible.

k. The Planning Director, Zoning Administrator, Planning Commission, or City Council shall have the authority to modify the required elements of a landscaping plan depending upon the size, scale, intensity, and location of the development project.

E. All commercial land uses shall be limited in hours of operation from seven o'clock (7:00) A.M. to six o'clock (6:00) P.M., except where the Planning Commission approves alternative hours through the discretionary permit review process.

F. Existing development as of the date hereof inconsistent with the provisions listed herein, shall be considered legal nonconforming, provided that they were legal at the

time of their creation, and shall be subject to the provisions of Section 9209 of this Chapter.

* * *

SECTION FIVE.

Division 9, Chapter 2, Article 7 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

* * *

§9080 PURPOSE AND INTENT

The purpose of the Community Commercial Zoning District is to provide a broad range of commercial land use opportunities along the primary transportation corridors within the City. It is intended to promote and provide flexibility for commercial development, to encourage the establishment of community-wide commercial serving land uses, and provide opportunities to integrate multiple-family housing and mixed-use projects. The Community Commercial (C-1) Zoning District is consistent with the Commercial (C) General Plan land use designation.

§9081 ALLOWED USES

The following uses are allowed in the Community Commercial (C-1) Zoning District:

Accessory uses to any of the uses allowed in this district.

Accessory dwelling units and junior accessory dwelling units, as defined in section 9278 of this code and regulated in Section 9016 of this Code.

Community care facility which provides service for six (6) or fewer persons, with the residents and operators of the facility being considered a family.

Condominiums.

Emergency shelters, small.

Hotels, motels, and bed and breakfast establishments.

Low barrier navigation centers.

Multiple-family dwellings (i.e., duplexes, triplexes, fourplexes, transitional housing, supportive housing, single-room occupancies (SROs)), and that comply with the design and development standards in Article 5.72 of this Chapter are permitted by right.

Personal improvement and personal service establishments.

Places of religious worship, assembly or instruction.

Professional offices and banks.

Public or private schools.

Restaurants.

Retail stores.

Second dwelling units as allowed in the R-1 districts in section 9016 of this chapter.

Small and large family child daycare homes.

§9082 PERMITTED USES

The following uses require approval of a use permit pursuant to the provisions contained in section 9262 of this chapter:

Auto repair shop, auto body and painting shop, car wash, auto service (gas) station, and new and used car sales.

Bar, dance hall, live entertainment establishment and nightclub.

Billiard parlor, amusement arcade, and bowling alley.

Cabinet shop.

Cannabis manufacturing – Level 1.

Cannabis microbusiness.

Cannabis nursery.

Cannabis retailer.

Cannabis testing laboratory.

Community care facility for more than six (6) persons, but not more than twelve (12) persons.

Emergency shelters, large.

Machine shop.

Mini/convenience storage.

Outdoor sales establishments that occur for no more than thirty (30) days within a twelve (12) month period may be considered by the zoning administrator. All other applications shall be heard by the planning commission.

A. All outdoor sales establishments shall comply with the following criteria:

1. Parking: Parking shall be designated for a minimum of three (3) automobiles, located off the public right of way with no automobile maneuvering permitted in the public right of way. The use permit may require additional parking, depending on the nature of sales proposed.

2. Signage: A maximum of twenty five percent (25%) of the largest side of the vehicle or structure used in the sales operation. In addition, one sandwich board or A-frame sign pursuant to subsection 3227A5 of this code.

3. Utilities: The need for sanitary sewer, water, and electrical services shall be determined through the use permit process, and all hookups shall comply with this code.

4. Business License: Business license must be prominently displayed at all times, and the operator shall have proof of board of equalization sales permit.

Parking lot.

Single-family dwelling (i.e., single-family home, manufactured/modular home, transitional housing, and supportive housing). Manufactured/modular home shall comply with the additional development standards in Section 9087 of this Code.

Multiple-family dwellings that do not comply with the design and development standards in Article 5.2 of this Chapter.

Mobile home parks.

Social halls and lodges.

Theater.

Veterinarian.

§9083 BUILDING HEIGHT LIMITS

The maximum height of any building in a community commercial (C-1) district shall be fifty feet (50'). (Ord. 1006, §1, adopted 1998)

§9084 BUILDING SITE AREA REQUIRED

A. Commercial. For each building or group of buildings a minimum of six thousand (6,000) square feet in area and a minimum width of sixty feet (60') on interior lots; a minimum of seven thousand (7,000) square feet in area and a minimum width of seventy feet (70') on corner lots.

B. Residential and Mixed-Use. No minimum building site area.

C. Mobile Home Parks. Minimum of two (2) acres.

§9085 REQUIRED YARD SETBACKS

In community commercial (C 1) districts, yards shall be required in the following minimum widths:

A. Front yards for single story buildings: The front setback line shall be a minimum of five feet (5') measured from the street right of way line fronting such lot. On corner lots, a ten foot (10') vision triangle may be required for traffic safety.

B. Front yards for multiple story buildings: The front setback line shall be a minimum of five feet (5') measured from the street right of way line fronting such lot (generally being the edge of sidewalk). On corner lots, a ten foot (10') vision triangle may be required for traffic safety.

C. Rear and side yards: None required except where the rear or side of a lot abuts on an R 1, R 2, or R 3 district, in which case such rear or side yard shall be that of the adjoining zone.

§9086 REQUIRED PARKING

The minimum parking area required in the community commercial (C-1) zoning districts shall be as follows:

A. Commercial Uses.

1. Retail Stores, Professional Offices, and Business Offices: One parking space for each three hundred (300) square feet of gross leasable floor area.
2. Personal Services And Personal Improvement Facilities: One parking space for each three hundred fifty (350) square feet of gross leasable floor area.
3. Commercial Recreation And Public Assembly: One parking space for each four (4) person capacity.
4. Restaurant: One parking space for every three (3) seats, with a minimum of four (4) spaces. An additional parking space for each two (2) employees at maximum shift.
5. Bicycle Parking: Safe bicycle parking facilities shall be provided in all commercial developments, where it is determined that the use would attract bicyclists. The number of bicycle parking spaces required shall be not less than ten percent (10%) of the number of required off street automobile parking spaces. Such safe bicycle parking shall be located convenient to the entrance(s) to the use.

B. Downtown Parking District: All parcels within the downtown parking district no. 1 are not subject to the C 1 zoning district parking standards. These parcels shall comply with the provisions of the downtown parking improvement program.

C. Residential Uses: The minimum parking areas are required for the following residential uses:

1. Single-Family Dwelling: Two (2) on-site parking spaces per unit.
2. Duplex: One and half (1.5) on-site parking spaces per unit.
3. Multiple-Family Dwelling: One (1) on-site parking space per unit.

D. Other Uses: All other uses are subject to the provisions contained in Article 17 of this Chapter.

E. Exceptions: Relief from the parking requirements in the C 1 zoning district may be approved through the discretionary review process, provided a finding is made that there is a unique circumstance associated with the use or property that results in a demand for less parking than normally expected.

§9087 ADDITIONAL REQUIREMENTS

The following additional requirements are applicable in the community commercial (C-1) zoning district:

A. A site development permit shall be required for development projects in the community commercial (C-1) zoning district, pursuant to the requirements of subsection 9261B of this chapter, excluding multiple-family residential projects as described in

Section 9081 that comply with the design and development standards in Article 5.75 of this Chapter

B. Any balcony, window, or door shall use at least one of the following development approaches to lessen the privacy impacts onto adjacent properties. These techniques include, use of obscured glazing, landscaped/privacy buffer in the required setback with a minimum of five feet (5'), window placement above eye level, or locating balconies, windows, and doors facing toward the street and backyard. Trees and landscaping used as a landscaped/privacy buffer shall be planted and maintained by the property owner to preserve the privacy of adjacent property owners.

C. Manufactured homes certified under the national manufactured home construction and safety standards act of 1974 (42 USC section 5401 et seq.) are allowed on individual parcels subject to the following regulations:

1. Foundation System: The manufactured home shall be attached to a permanent foundation system approved by the city building official and designed and constructed pursuant to section 18551 of the state Health and Safety Code.

2. Utilities: All utilities to the manufactured home shall be installed pursuant to city standard practices and policies.

3. Permits: All applicable building, site development, and encroachment permits associated with development of residential property shall be secured prior to any on site construction.

D. All development projects that are not multiple-family residential projects, or that do not comply with the design and development standards in Article 5.75 of this Chapter, and that require discretionary review, shall include a proposed landscaping plan commensurate with the size and scale of the proposed development project. Landscaping plans shall be submitted as a required component of all site development and use permits at the time of application filing. Properties within the downtown master plan (DMP) area are exempt from the landscaping requirements.

1. All proposed landscaping plans shall comply with the following standards:

- a. Landscape plantings shall be those which grow well in Ukiah's climate without extensive irrigation. Native species are strongly encouraged.

- b. Deciduous trees shall constitute 51 percent (51%) of the trees proposed along the south and west building exposures; nondeciduous street species shall be restricted to areas that do not inhibit solar access.

- c. Parking lots with twelve (12) or more parking stalls shall have a tree placed between every four (4) parking stalls within a continuous linear planting strip rather than individual planting wells, unless clearly infeasible. Parking lot trees shall primarily be deciduous species, and shall be designed to provide a tree canopy coverage of fifty percent (50%) over all paved areas within fifteen (15) years of planting. Based upon the design of the parking lot, a reduced number of trees may be approved through the discretionary review process.

- d. Parking lots shall have a perimeter planting strip with both trees and shrubs.

e. Parking lots with twelve (12) or more parking stalls shall have defined pedestrian sidewalks or marked pedestrian facilities of no less than 3 feet (3') in width within landscaped areas and/or separated from automobile travel lanes. Based upon the design of the parking lot, and the use that it is serving, relief from this requirement may be approved through the discretionary review process.

f. Street trees may be placed on the property proposed for development instead of within the public right of way if the location is approved by the city engineer, based upon safety and maintenance factors.

g. All new developments shall include a landscaping coverage of twenty percent (20%) of the gross area of the parcel, unless because of the small size of a parcel as determined by the Planning Director. A minimum of fifty percent (50%) of the landscaped area shall be dedicated to live plantings.

h. Landscaping plans shall include an automatic irrigation system and lighting plan.

i. All required landscaping for commercial development projects shall be maintained.

j. All healthy existing mature trees on development project sites shall be preserved and incorporated into the proposed landscaping plan, if feasible.

k. The Planning Director, Zoning Administrator, Planning Commission, or City Council shall have the authority to modify the required elements of a landscaping plan depending upon the size, scale, intensity, and location of the development project.

E. No fence shall be constructed over three feet (3') in height in any required front yard setback area.

F. Existing development as of the date of this article inconsistent with the provisions listed herein, shall be considered legal nonconforming, provided that they were legal at the time of their creation, and shall be subject to the nonconforming provisions contained in this chapter.

* * *

SECTION SIX.

Division 9, Chapter 2, Article 8 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

* * *

§9095 PURPOSE AND INTENT

The purpose of the heavy commercial zoning district is to provide opportunities for commercial service, wholesale activities, auto repair shops, agricultural supply stores, and other activities which are generally inappropriate in areas developed with

professional offices and retail stores. The heavy commercial zone also encourages the integration of multiple-family housing. The heavy commercial (C-2) zoning district is consistent with the commercial (C) general plan land use designation.

§9096 ALLOWED USES

The following uses are allowed in the Heavy Commercial (C-2) Zoning District:

* * *

Family daycares, large and small

Laundry service and laundromat.

Low barrier navigation centers.

Mini/convenience storage.

Multiple-family dwellings (i.e., duplexes, triplexes, fourplexes, transitional housing, supportive housing, single-room occupancies (SROs)), that comply with the design and development standards in Article 5.2 of this Chapter are permitted by right.

New and used automobile sales.

Recycling facility.

Safety service.

Second dwelling units as allowed in the R-1 districts in section 9016 of this chapter.

Service (gas) station, automobile repair, automobile body and painting shop, and car washing facility.

Transportation service.

Warehousing and distribution (limited).

Wholesale store.

§9097 PERMITTED USES

The following uses require approval of a use permit pursuant to the provisions contained in section 9262 of this chapter:

* * *

Light industrial and manufacturing uses.

Mobile home parks.

Multiple-family dwellings (i.e., duplexes, triplexes, fourplexes, transitional housing, supportive housing, single-room occupancies (SROs)), that do not comply with the design and development standards in Article 5.2 of this Chapter.

* * *

§9098 BUILDING HEIGHT LIMITS

The maximum height of any building in a C-2 district shall be as follows:

- A. Fifty feet (50') for primary buildings.
- B. Thirty feet (30') for accessory buildings.
- C. To exceed the height limits for primary and accessory buildings, a use permit must first be secured.

§9099 YARDS REQUIRED

In C-2 districts yards shall be required in the following minimum widths:

- A. Front yards for single-story buildings: On both interior and corner lots the front setback line shall be a minimum of five feet (5') measured from the street right of way line fronting such lot. On corner lots, a ten foot (10') vision triangle may be required for traffic safety.
- B. Front yards for multiple-story buildings: The front setback line shall be a minimum of five feet (5') measured from the street right of way line fronting each side of the lot. On corner lots, a ten foot (10') vision triangle may be required for traffic safety.
- C. Rear and side yards: None required except where the rear or side of a lot abuts on an R-1, R-2, or R-3 district, in which case such rear or side yard shall be that of the adjoining zone.

§9100 PARKING REQUIRED

The minimum parking area required in the heavy commercial (C-2) zoning district shall be as follows:

- A. Commercial Uses.
 - 1. Wholesale Stores: One parking space for each four hundred (400) square feet of gross leasable space.
 - 2. Automobile Sales: One space for each five hundred (500) square feet of floor area plus one space for each two thousand (2,000) square feet of outdoor display area.
 - 3. Cabinet Shop, Machine Shop, And Sign Shop: One space for each employee on the maximum shift plus required space for office areas. Two (2) spaces are also required for customer parking, and one space for each vehicle operated from or on the site.
 - 4. Warehouse, Mini/Convenience Storage: One parking space for each two thousand five hundred (2,500) square feet. Four (4) additional spaces are also required for customers, one parking space for each two (2) employees at maximum shift, and one space for each vehicle operated from or on the site.
 - 5. Retail Stores, Professional Offices, and Business Offices: One parking space for each three hundred (300) square feet of gross leasable floor area.
 - 6. Bicycle Parking: Safe bicycle parking facilities shall be provided in all new commercial developments where it is determined that the use would attract

bicyclists. The number of bicycle parking spaces required shall be not less than ten percent (10%) of the number of required off street automobile parking spaces. Such safe bicycle parking shall be located convenient to the entrance(s) to the use.

B. Residential Uses: The minimum parking areas are required for the following residential uses:

1. Multiple-Family Dwelling: One (1) on-site parking space per unit.

C. Other Uses: All other uses are subject to the provisions contained in article 17 of this chapter.

D. Exceptions: Relief from the parking requirements in the C-2 zoning district may be approved through the discretionary review process, provided a finding is made that there is a unique circumstance associated with the use or property that results in a demand for less parking than normally expected.

§9101 ADDITIONAL REQUIREMENTS

The following additional requirements are applicable in the heavy commercial (C-2) zoning district:

A. A site development permit shall be required for development projects in the heavy commercial (C-2) zoning district, pursuant to the requirements of subsection 9261B of this Chapter, excluding multiple-family residential projects as described in Section 9096 that comply with the design and development standards set forth in Article 5.75 of this Chapter.

B. Any balcony, window, or door shall use at least one of the following development approaches to lessen the privacy impacts onto adjacent properties. These techniques include, use of obscured glazing, landscaped/privacy buffer in the required setback with a minimum of five feet (5'), window placement above eye level, or locating balconies, windows, and doors facing toward the street and backyard. Trees and landscaping used as a landscaped/privacy buffer shall be planted and maintained by the property owner to preserve the privacy of adjacent property owners.

C. All development projects in the C-2 zoning district that are not multiple-family residential projects or do not comply with the design and development standards set forth in Article 5.75 of this Chapter require discretionary review in the and shall include a proposed landscaping plan commensurate with the size and scale of the proposed development project. Landscaping plans shall be submitted as a required component of all site development and use permits at the time of application filing.

1. All proposed landscaping plans shall comply with the following standards:

a. Landscape plantings shall be those which grow well in Ukiah's climate without extensive irrigation. Native species are strongly encouraged.

b. Deciduous trees shall constitute 51 percent (51%) of the trees proposed along the south and west building exposures; nondeciduous street species shall be restricted to areas that do not inhibit solar access.

c. Parking lots with twelve (12) or more parking stalls shall have a tree placed between every four (4) parking stalls within a continuous linear planting

strip rather than individual planting wells, unless clearly infeasible. Parking lot trees shall primarily be deciduous species, and shall be designed to provide a tree canopy coverage of fifty percent (50%) over all paved areas within fifteen (15) years of planting. Based upon the design of the parking lot, a reduced number of trees may be approved through the discretionary review process.

d. Parking lots shall have a perimeter planting strip with both trees and shrubs.

e. Parking lots with twelve (12) or more parking stalls shall have defined pedestrian sidewalks or marked pedestrian facilities of no less than 3 feet (3') in width within landscaped areas and/or separated from automobile travel lanes. Based upon the design of the parking lot, and the use that it is serving, relief from this requirement may be approved through the discretionary review process.

f. Street trees may be placed on the property proposed for development instead of within the public right of way if the location is approved by the city engineer, based upon safety and maintenance factors.

g. All new developments shall include a landscaping coverage of twenty percent (20%) of the gross area of the parcel, unless based upon the small size of a parcel as determined by the Planning Director. A minimum of fifty percent (50%) of the landscaped area shall be dedicated to live plantings.

h. Landscaping plans shall include an automatic irrigation system and lighting plan.

i. All required landscaping for commercial development projects shall be maintained.

j. All healthy existing mature trees on development project sites shall be preserved and incorporated into the proposed landscaping plan, if feasible.

k. The Planning Director, Zoning Administrator, Planning Commission, or City Council shall have the authority to modify the required elements of a landscaping plan depending upon the size, scale, intensity, and location of the development project.

D. No fence shall be constructed over three feet (3') in height in any required front yard setback area.

E. Existing development as of the date of this article inconsistent with the provisions listed herein, shall be considered legal nonconforming, provided that they were legal at the time of their creation, and shall be subject to the nonconforming provisions contained in this chapter.

* * *

SECTION SEVEN.

Division 9, Chapter 2, Article 20 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§9260 PURPOSE

The purpose of this Article is to establish the development permit and rezoning/prezoning processing procedures, and to establish the process and legal procedures associated with the enforcement of the provisions of this Chapter. Additionally, this Article establishes the office of the Zoning Administrator.

§9261 DISCRETIONARY PLANNING PERMITS

The City's discretionary planning permits include use permits, site development permits, and variances.

A. Use Permits: A use permit is an entitlement that permits a certain use of land in a zoning district where the use is not allowed by right. Each zoning district contains both allowed and permitted land uses. "Allowed" land uses are allowed without a use permit, while "permitted" uses can only be established with the securing of a use permit. Use permits are usually issued with "conditions", and are intended to provide flexibility by permitting land uses that will not have an adverse impact on surrounding land uses or the general public. The detailed provisions for use permits are contained in Section [9262](#) of this Article.

B. Site Development Permits: Site development permits are required for the construction of new multiple-family residential (see exemption B(1) below), commercial, and industrial structures, or the substantial exterior modification of existing multiple-family residential, commercial, and industrial structures. Projects exempt from the site development permit process include interior building remodels, repair and maintenance of structures or parking areas, minor alterations on building exteriors, and minor accessory structures to established, multiple-family residential, commercial, and industrial buildings. Upon request, the Planning Director shall determine whether a project is exempt under this subsection in accordance with the following standards:

1. Multiple-family residential projects that comply with all the design and development standards in Article 5.75 of this Chapter are exempt; or
2. The project involves an addition of less than one hundred fifty (150) square feet to an existing structure, and the addition would not be highly visible from any public street; or
3. The project involves minor facade modifications that would not significantly change the architectural character or appearance of the structure.

The detailed provisions for site development permits are contained in Section [9263](#) of this Article.

* * *

SECTION EIGHT.

Section 9278 of Division 9, Chapter 2, Article 21 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”) :

§9278 DEFINITIONS

A. Any words or phrases not defined within this article shall be defined as set forth in current dictionaries. If no dictionary defines a particular term, the city planning director shall have the authority to define the term or equate it to a defined term that is similar in nature.

B. For purposes of this article, the words and phrases set out herein shall have the following meanings:

* * *

EMERGENCY SHELTER. A building or group of buildings designed or adaptable for human occupation operated by a public agency, not for profit organization, or charitable organization to provide emergency or temporary shelter for homeless or displaced persons.

EMERGENCY SHELTER, SMALL. Facilities for up to 12 persons and a maximum of two permanent live in staff.

EMERGENCY SHELTER, LARGE. Facilities with 13 or more persons.

* * *

LOW BARRIER NAVIGATION CENTER. A Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities. A Low Barrier Navigation Center shall provide case managers to connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

LOW BARRIER. A standard for best practices to reduce barriers to entry into shelters, and may include, but is not limited to, allowing or providing the following:

- (1) The presence of partners, provided that the shelter is not a population-specific site, such as a shelter intended to serve survivors of domestic violence or sexual assault, women, or youth.
- (2) Pets.
- (3) The storage of possessions.
- (4) Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.

* * *

SINGLE ROOM OCCUPANCY (SRO). Any residential structure containing more than five (5) units intended or designed to be used, rented, or hired out to be occupied for sleeping purposes, generally for one person per unit. Individual units typically share communal features, (e.g., kitchen, bathroom, or entertainment area).

* * *

SUPPORTIVE HOUSING. Housing with no limit on length of stay, that is occupied by the target population and that is linked to on-site or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live, and when possible, work in the community. Supportive housing units are residential uses allowed in any zone allowing residential uses, subject only to those requirements and restrictions that apply to other residential uses of the same type in the same zone.

* * *

TRANSITIONAL HOUSING. Rental housing operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six (6) months from the beginning of the assistance. Transitional housing units are residential uses allowed in any residential zone allowing residential uses, subject only to those requirements and restrictions that apply to other residential uses of the same type in the same zone.

* * *

SECTION NINE.

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 _____, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juan V. Orozco, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Report of Acquisition of Professional Services from Alpha Analytical Laboratories, Inc. in the Amount of \$15,920.80 for Quarterly Water Sampling and Completion of Chemical Examination Reports for the Ukiah Landfill.

DEPARTMENT: Public Works

PREPARED BY: Jason Benson, Senior Civil Engineer

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Alpha Analytical Lab Invoices_16AUG2021

Summary: Council will receive a report regarding the acquisition of services for quarterly water sampling and preparation of chemical examination reports for the Ukiah Landfill.

Background: In accordance with the Waste Discharge Requirements issued by the North Coast Regional Water Quality Control Board (NCRWQCB), the City is mandated to complete quarterly water sampling and analysis for the Ukiah Landfill.

Discussion: In compliance with Section 1522 of the City Code, this report is submitted to the City Council for the purpose of reporting the acquisition of professional consulting services costing more than \$10,000. The Public Works Department requested Alpha Analytical Laboratories, Inc. to conduct quarterly water sampling and to prepare chemical examination reports for the Ukiah Landfill. Alpha Analytical completed the quarterly water sampling and produced the chemical examination reports for the amount of \$15,920.80. For reference, please refer to Attachment 1, a copy of the Alpha Analytical invoices. In conjunction with these chemical examination reports, EBA Engineering analyzes the data to prepare and submit the required detection monitoring report to the NCRWQCB.

Recommended Action: Receive and file report of acquisition of professional services from Alpha Analytical Laboratories, Inc. in the amount of \$15,920.80 for quarterly water sampling and completion of chemical examination reports for the Ukiah Landfill. Report is submitted pursuant to City Code.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 70024500.52100: \$331,136.80

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO#47432

COORDINATED WITH: Tim Eriksen, Director of Public Works / City Engineer and Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

CITY OF UKIAH

DEPARTMENT PUBLIC WORKSREQUISITION **E40079**DATE AUGUST 16, 2021SUG. SUPPLIER ALPHA ANALYTICAL LABS

PURCHASE ORDER NO. _____

CARD NO.	QUANTITY	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	
		MONITORING WELLS - QUARTERLY (1-4)			
		1) INVOICE # 1074222	\$ 3040.95		
		2) INVOICE # 1083269	\$ 4625.95		
		3) INVOICE # 1083335	\$ 3756.95		
		4) INVOICE # 1083503	\$ 3846.95		
		5) INVOICE # 1074223	\$ 650.00		
		LEACHATE	\$ 15,920.80		
		Acct # 70024500.52100			
		LANDFILL CONTRACTUAL SERVICES			

BUDGETED AMOUNT
OR EXPENDITURE BALANCE _____

Joan Benson
DEPT. HEAD OR AUTHORIZED AGENT



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482
Attn: Jason Benson

Invoice #: 1074222-UKIAHLF
Date: 07/23/21
Project ID: Monitoring Wells - Quarterly
Project No: Monitoring Wells - Quarterly
PO/Reference:

Order #
21G2696

Receipt Date
07/21/21

Terms
NET 30

Jason Benson
16 Aug 2021

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
3	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$45.00
3	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$75.00
3	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$45.00
1	Small Bailer [10 day]	Water	\$180.00	\$180.00
3	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$45.00
3	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$45.00
3	Carbonate by SM2320B [10 day]	Water	\$15.00	\$45.00
3	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$54.00
3	Conductivity by SM2510B [10 day]	Water	\$10.00	\$30.00
1	Field Technician [10 day]	Water	\$605.00	\$605.00
1	Filters [10 day]	Water	\$160.00	\$160.00
3	Fluoride by EPA 300.0 [10 day]	Water	\$18.00	\$54.00
1	GeoTracker EDF File [10 day]	Water	\$145.00	\$145.00
3	Handling & Disposal [10 day]	Water	\$3.00	\$9.00
3	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$45.00
3	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$45.00
1	Miles [10 day]	Water	\$4.95	\$4.95
3	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$45.00
3	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$45.00
1	NB Volatiles by EPA 8260 [10 day]	Water	\$140.00	\$140.00
3	NB TPH as Diesel/Motor Oil by EPA 8015B [10 day]	Water	\$125.00	\$375.00
3	NB TPH as Gas & VOAs by EPA 8015 & 8260B [10 day]	Water	\$180.00	\$540.00
3	Total Nitrogen (NO2, NO3, TKN & Calc.) [10 day]	Water	\$45.00	\$135.00
3	pH Water by SM4500-H+ B [10 day]	Water	\$10.00	\$30.00
3	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$45.00
3	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$54.00



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Invoice Total: \$3,040.95 ✓





INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482
Attn: Jason Benson

Invoice #: 1083269-UKIAHLF
Date: 08/12/21
Project ID: Monitoring Wells - Quarterly
Project No: Monitoring Wells - Quarterly
PO/Reference:

Order #
21G2315

Receipt Date
07/19/21

Terms
NET 30

Jason Benson
16 AUG 2021

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
5	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$75.00
5	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$125.00
5	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
1	Small Bailer [10 day]	Water	\$225.00	\$225.00
5	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$75.00
5	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
5	Carbonate by SM2320B [10 day]	Water	\$15.00	\$75.00
5	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$90.00
5	Conductivity by SM2510B [10 day]	Water	\$10.00	\$50.00
1	Field Technician [10 day]	Water	\$825.00	\$825.00
1	Filters [10 day]	Water	\$200.00	\$200.00
5	Fluoride by EPA 300.0 [10 day]	Water	\$18.00	\$90.00
1	GeoTracker EDF File [10 day]	Water	\$221.00	\$221.00
5	Handling & Disposal [10 day]	Water	\$3.00	\$15.00
5	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
5	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
1	Miles [10 day]	Water	\$4.95	\$4.95
5	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
5	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$75.00
1	NB Volatiles by EPA 8260 [10 day]	Water	\$140.00	\$140.00
5	NB TPH as Diesel/Motor Oil by EPA 8015B [10 day]	Water	\$125.00	\$625.00
5	NB TPH as Gas & VOAs by EPA 8015 & 8260B [10 day]	Water	\$180.00	\$900.00
5	Total Nitrogen (NO2, NO3, TKN & Calc.) [10 day]	Water	\$45.00	\$225.00
5	pH Water by SM4500-H+ B [10 day]	Water	\$10.00	\$50.00
5	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$75.00
5	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$90.00



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Invoice Total:

\$4,625.95 ✓

OK



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482

Attn: Jason Benson

Invoice #: 1083335-UKIAHLF

Date: 08/12/21

Project ID: Monitoring Wells - Quarterly

Project No: Monitoring Wells - Quarterly

PO/Reference:

Order #
21G2936

Receipt Date
07/22/21

Terms
NET 30

Jason Benson
14 AUG 2021

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
4	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$60.00
4	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$100.00
4	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$60.00
4	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Carbonate by SM2320B [10 day]	Water	\$15.00	\$60.00
4	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$72.00
4	Conductivity by SM2510B [10 day]	Water	\$10.00	\$40.00
1	Field Technician [10 day]	Water	\$715.00	\$715.00
1	Filters [10 day]	Water	\$160.00	\$160.00
4	Fluoride by EPA 300.0 [10 day]	Water	\$18.00	\$72.00
1	Generator Rental [10 day]	Water	\$150.00	\$150.00
1	GeoTracker EDF File [10 day]	Water	\$179.00	\$179.00
4	Handling & Disposal [10 day]	Water	\$3.00	\$12.00
4	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
1	Miles [10 day]	Water	\$4.95	\$4.95
4	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
1	NB Volatiles by EPA 8260 [10 day]	Water	\$140.00	\$140.00
4	NB TPH as Diesel/Motor Oil by EPA 8015B [10 day]	Water	\$125.00	\$500.00
4	NB TPH as Gas & VOAs by EPA 8015 & 8260B [10 day]	Water	\$180.00	\$720.00
4	Total Nitrogen (NO2, NO3, TKN & Calc.) [10 day]	Water	\$45.00	\$180.00
4	pH Water by SM4500-H+ B [10 day]	Water	\$10.00	\$40.00
4	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$60.00
4	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$72.00



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Invoice Total: \$3,756.95 ✓



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482
Attn: Jason Benson

Invoice #: 1083503-UKIAHLF
Date: 08/13/21
Project ID: Monitoring Wells - Quarterly
Project No: Monitoring Wells - Quarterly
PO/Reference:

Order #
21G2528

Receipt Date
07/20/21

Terms
NET 30

Jason Benson
16 AUG 2021

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
4	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$60.00
4	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$100.00
4	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
1	Small Bailer [10 day]	Water	\$180.00	\$180.00
4	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$60.00
4	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Carbonate by SM2320B [10 day]	Water	\$15.00	\$60.00
4	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$72.00
4	Conductivity by SM2510B [10 day]	Water	\$10.00	\$40.00
1	Field Technician [10 day]	Water	\$770.00	\$770.00
1	Filters [10 day]	Water	\$160.00	\$160.00
4	Fluoride by EPA 300.0 [10 day]	Water	\$18.00	\$72.00
1	GeoTracker EDF File [10 day]	Water	\$184.00	\$184.00
4	Handling & Disposal [10 day]	Water	\$3.00	\$12.00
4	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
1	Miles [10 day]	Water	\$4.95	\$4.95
4	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
4	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$60.00
1	NB Volatiles by EPA 8260 [10 day]	Water	\$140.00	\$140.00
4	NB TPH as Diesel/Motor Oil by EPA 8015B [10 day]	Water	\$125.00	\$500.00
4	NB TPH as Gas & VOAs by EPA 8015 & 8260B [10 day]	Water	\$180.00	\$720.00
4	Total Nitrogen (NO2, NO3, TKN & Calc.) [10 day]	Water	\$45.00	\$180.00
4	pH Water by SM4500-H+ B [10 day]	Water	\$10.00	\$40.00
4	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$60.00
4	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$72.00



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Invoice Total: \$3,846.95 ✓



INVOICE

Certified Small Business #0001025

Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

Bill To: Ukiah Landfill
300 Seminary Ave
Ukiah, CA 95482
Attn: Jason Benson

Invoice #: 1074223-UKIAHLF
Date: 07/23/21
Project ID: Leachate - Quarterly
Project No: Leachate - Quarterly
PO/Reference:

Order #
21G2699

Receipt Date
07/21/21

Terms
NET 30

Jason Benson
16 Aug 2021

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Alpha Analytical Laboratories, Inc.				
1	Total Alkalinity by SM2320B [10 day]	Water	\$15.00	\$15.00
1	Ammonia by SM4500-NH3 C [10 day]	Water	\$25.00	\$25.00
1	Boron Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Bicarbonate by SM2320B [10 day]	Water	\$15.00	\$15.00
1	BOD by SM5210B [10 day]	Water	\$33.00	\$33.00
1	Calcium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Carbonate by SM2320B [10 day]	Water	\$15.00	\$15.00
1	Chloride by EPA 300.0 [10 day]	Water	\$18.00	\$18.00
1	COD by SM5220D [10 day]	Water	\$30.00	\$30.00
1	GeoTracker EDF File [10 day]	Water	\$31.00	\$31.00
1	Handling & Disposal [10 day]	Water	\$3.00	\$3.00
1	Potassium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Magnesium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Manganese Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	Sodium Dissolved by EPA 200.7 [10 day]	Water	\$15.00	\$15.00
1	NB TPH as Diesel/Motor Oil by EPA 8015B [10 day]	Water	\$125.00	\$125.00
1	NB TPH as Gas & VOAs by EPA 8015 & 8260B [10 day]	Water	\$180.00	\$180.00
1	Nitrate as N by EPA 300.0 [10 day]	Water	\$18.00	\$18.00
1	Total Dissolved Solids by SM2540C [10 day]	Water	\$15.00	\$15.00
1	Total Suspended Solids by SM2540D [10 day]	Water	\$19.00	\$19.00
1	Sulfate by EPA 300.0 [10 day]	Water	\$18.00	\$18.00

Invoice Total: \$650.00



AGENDA SUMMARY REPORT

SUBJECT: Renewal of Revised Lease Agreement Between the City of Ukiah and the Ukiah Player's Theater for the Use of the Property at 1041 Low Gap Road and Authorization for the City Manager to Negotiate and Execute corresponding Lease.

DEPARTMENT: Community Services

PREPARED BY: Neil Davis, Community Services Administrator

PRESENTER: Consent Calendar

ATTACHMENTS:

1. UPT Lease 2021

Summary: The City Council will consider approving a revised lease renewal for the Ukiah Players Theater grounds and Facility located at 1041 Low Gap Road.

Background: Ukiah Players Theatre (UPT) was founded in 1977 by a group of theater artists who, for several years, produced plays, musicals and readings in rented halls in and around Ukiah. A coalition of community leaders joined forces in 1980 to begin plans to build the Ukiah Playhouse with donations of labor and materials.

After signing a \$1/year lease with the City of Ukiah for the land, Phase I of the Playhouse opened in 1982. A sizable grant from the Irvine Foundation completed Phase II in 1988, adding shop space, costume storage, dressing rooms and a box office to the 138-seat auditorium facility.

Over the years the Playhouse has been home to the Ukiah Children's Theater, the School of Performing Arts and Cultural Education, Mendocino Ballet, public education programs, business and training seminars, film series, weddings, and has even served as a polling place.

Since its inception in 1977, Ukiah Players Theater has presented well over 100 main stage plays and musical productions. UPT has also developed several innovative programs, including the biennial New American Comedy Festival and a number of grant-funded community-based theatre projects. The Ukiah Playhouse serves as a training ground for performers, directors, playwrights and technicians, and houses a theater which nurtures an intellectual and spiritual vitality within the community.

The UPT was unable to host productions during the pandemic but it is currently focusing on improvements to the grounds and facilities with the intent of resuming services as soon as safely possible.

Discussion: The UPT is a vital part of the Ukiah Valley Arts and Culture scene. The availability of a dedicated theater is essential to the operation and production of local theater. The UPT has been a reliable tenant, and the long history of successful fundraising, professional level performances, and collaborative and convivial working relations with the City of Ukiah indicates a high likelihood of a continued successful partnership into the future. Both the UPT and the City of Ukiah will realize valuable consistency and predictability through a long-term lease agreement.

The original lease was signed in 1981 and included provisions for the UPT to construct the theater on City

Property. The construction of the theater facility was completed decades ago. The City owns and leases the property to the UPT in support and benefit of the local performing arts . The new lease removes outdated language referring to the construction of the facility, outlines simple lease conditions, and provides for a twenty-five-year extension of the lease at a rate of one dollar per year.

Staff recommends the Council authorize the City Manager to execute a revised lease renewal (Attachment 1) for the UPT grounds and facility located at 1041 Low Gap Road.

Recommended Action: Authorize City Manager to negotiate and execute the renewal of a revised lease agreement between the City of Ukiah and the Ukiah Player's Theater for the use of the property at 1041 Low Gap Road.

BUDGET AMENDMENT REQUIRED: no

CURRENT BUDGET AMOUNT: NA

PROPOSED BUDGET AMOUNT: NA

FINANCING SOURCE: NA

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager

LEASE

This Agreement is entered into this ____ day of September, 2021, in Ukiah, California, by and between Ukiah Players Theater (“Lessor”), a non-profit corporation acting by and through its Board of Directors and its' non-profit successors with its principal place of business located at 1041 Low Gap Road, Ukiah CA 95482 and the City of Ukiah (“Lessee”) with its principal place of business located at 300 Seminary Ave., CA. 95482. Lessor and Lessee shall hereinafter collectively be referred to as the “Parties”.

1. Lease of Premises. Lessor hereby agrees to lease to Lessee and Lessee agrees to lease from Lessor the facilities located at 1041 Low Gap Road, Ukiah CA 95482, including office, store-front, warehouse and fenced outdoor area (“Premises”).

2. Term.

A. The term of this Lease shall be for a period of twenty-five (25) years, commencing on the date the Lease is signed, through September 30, 2046.

B. The lease period shall be twenty-five (25) years from the date of the execution of this agreement by both parties.

C. Rent shall be payable to the City at the rate of One Dollar (\$1.00) per year throughout the term hereof.

D. Lessee agrees to operate and maintain the building for the purposes of Lessees and for the benefit of the community of the City of Ukiah. Management of said building shall be the responsibility of Lessees.

E. Lessee agrees to provide utilities and maintenance of the building and grounds and to perform upkeep as to provide a neat, attractive premises at all times.

3. Ownership of new improvements. All improvements constructed by this lease shall be owned by Lessee until expiration of the term or sooner termination of this Lease. Lessees shall not, however, remove any improvements from the premises nor waste, destroy, or modify any improvements on the premises, except as permitted by this lease or with prior approval of Lessee. The Parties covenant for themselves and all persons claiming under them that the improvements are real property.

4. Ownership at termination. All improvements on the Premises at the expiration of the term or sooner termination of this Lease shall, without compensation to Lessees, then become City's property, free and clear of all claims to or against them by Lessees or any third person, and Lessees shall defend and indemnify City against all liability and loss arising from such claims or from City's exercise of the rights conferred by this Paragraph.

5. Termination. It is further provided that in the event Lessees abandon the use of the building for purposes consistent with the UPT non-profit charter this Lease shall terminate.

6. Governing committee. Lessees shall provide a governing committee for the operation of the Playhouse, which said committee shall consist of at least one representative of Ukiah Players Theatre, and one representative of the City of Ukiah to be appointed by the City

Council.

7. **Entry and Inspection.** During the term of this Lease, Lessor may enter the Premises only under the following circumstances:

- (a) In case of emergency.
- (b) To inspect the premises during normal business hours and upon reasonable prior notice to Lessee;
- (c) To supervise or inspect work performed by Lessee; to inspect the condition of the Premises; supply necessary or agreed services; or to exhibit the Premises to prospective or actual purchasers, mortgagees, lessees, workers, contractors, or government agencies.
- (d) If Lessee abandons or surrenders the Premises.
- (e) Pursuant to Court order.

8. **Damage to Premises.** Within 48 hours of its occurrence, Lessee shall notify Lessor of any damage or accident occurring on the Premises.

Subject to the limitations set forth in this Paragraph, if, at any time during the term of this Lease, the Premises are damaged or destroyed by fire or any other casualty covered by Lessor's fire and extended coverage insurance, Lessor shall promptly repair, rebuild, or restore the Premises to substantially the same condition as was originally delivered to Lessee under this Lease. Notwithstanding the foregoing, Lessor shall not be obligated to expend for repairs or rebuilding an amount in excess of the net insurance proceeds recovered by Lessor for damage to the Premises. "Net insurance proceeds" means the total amount of proceeds recovered and attributable to the Premises, less any expenses incurred by Lessor in recovering the proceeds. Lessor shall commence repair, restoration, or rebuilding work, as appropriate, not later than 60 days after the occurrence of the event causing damage or destruction, and shall cause construction to be completed not later than one year after the occurrence of the event causing damage or destruction. If Lessor does not commence or complete construction within the time periods described in this paragraph, Lessee shall have the right to terminate this Lease by giving Lessor written notice within 10 days after expiration of the applicable time period.

Lessor shall have the right to terminate this Lease and shall have no obligation to repair, restore, or rebuild the Premises under any of the following circumstances:

- (a) The Premises are damaged or destroyed by a casualty not covered by Lessor's insurance.
- (b) The Premises is damaged or destroyed by any cause and the cost of repair, restoration, or rebuilding exceeds a total of 85 percent of the then-replacement cost of the building.

(c) At least 50 percent of the gross leasable floor area of the Premises is destroyed or damaged by any cause.

(d) The Premises are damaged in whole or in part by any cause during the last three months of the term of this Lease.

If Lessor elects to terminate this Lease under any of the above circumstances, Lessor shall give written notice to Lessee not later than 30 days after occurrence of the casualty. Such notice shall set forth the date on which the termination is to be effective. That date shall be not less than 30 days, nor more than 60 days, after the date of the termination notice. If the type of partial or total destruction described in Subparagraph (d) of this paragraph occurs, Lessee shall have the same right as Lessor to terminate this Lease, subject to the same notice requirements, provided that Lessee gives its notice of termination prior to the time Lessor commences repairs to or restoration of the Premises.

If this Lease is not terminated pursuant to the provisions of this paragraph, Lessor's obligation to repair and rebuild is limited to construction of the perimeter walls, floor, ceiling, and roof of the Premises, and excludes any interior finishing and the store-front for the Premises. The Premises as completed by Lessor shall contain approximately the same amount of gross floor area as existed prior to the damage or destruction. Lessee must, at his own cost and expense, repair and rebuild the Premises to the extent not repaired or rebuilt by Lessor, in accordance with plans and specifications approved by Lessor and in accordance with all applicable building codes. Lessee shall commence its repair and rebuilding and diligently pursue the work to completion promptly after receiving written notice from Lessor that Lessor has completed its repair and rebuilding obligations. All such repairs must be completed within 90 days of receipt of such notice.

All insurance proceeds payable with respect to the Premises shall belong to and be payable to Lessor. If Lessor does not elect to terminate this Lease, the insurance proceeds shall be disbursed in the following order: first, to Lessor's cost of rebuilding or restoration; second, to Lessee's cost of rebuilding or restoration, excluding costs covered by Lessee's insurance and also excluding the cost of any Lessee trade fixtures or stock in trade; and third, to Lessor, as Lessor's sole property. No amount shall be paid to Lessee until after the completion of Lessee's work and the expiration of the period during which a mechanic's lien arising from Lessee's work could be filed.

9. Hazardous Materials. Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are stored and handled in compliance with all environmental laws. As used in this paragraph, hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee shall be responsible for the cost of removal of any toxic contamination caused by Lessee's use of the

premises.

10. Insurance and Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the Premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claim or claims.

Lessees agree to maintain fire insurance on the building, together with public liability insurance in the amounts of \$500,000/\$1,000,000, each such policy naming the City of Ukiah as an insured party.

11. Abandonment of Premises. Lessee shall not vacate or abandon the Premises during the term of this Lease. If Lessee does abandon or vacate the Premises or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the Premises will be deemed to be abandoned, at the option of Lessor.

12. Trade Fixtures. Any and all improvements made to the Premises during the term of this Lease shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his or her trade fixtures, but shall pay for all costs necessary to repair any damage to the Premises occasioned by the removal.

13. Assignment and Subletting. Lessee shall not assign this Lease or sublet all or any portion of the Premises unless Lessee first obtains the written consent of Lessor. The consent of Lessor to any one assignment or subletting shall not be deemed to be consent by Lessor to any subsequent assignment or subletting. Any assignment or subletting without Lessor's prior written consent shall be void and, at Lessor's option, be deemed a material breach of this Lease. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

14. Lessor's Transfer of Title. In the event of a transfer of Lessor's title to or interest in the Premises during the term of this Lease, Lessee agrees that the grantee of such title or interest shall be substituted as the Lessor under this Lease, and the original Lessor shall be released of all further liability; provided that all deposits will be transferred to the grantee.

15. Estoppel Certificate. Upon 10 days' prior written notice from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing: "1) certifying that this Lease is unmodified and in full force and effect "or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and "2)

acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

At Lessor's option, Lessee's failure to deliver such statement within the time period set forth above shall be a material breach of this Lease or will be conclusive upon Lessee: "1) that this Lease is in full force and effect, without modification except as may be represented by Lessor, "2) that there are no uncured defaults in Lessor's performance; and "3) that not more than one month's rent has been paid in advance.

If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

16. Default. Lessor and Lessee agree that every condition, covenant, and provision of this Lease is material and reasonable. Any breach by Lessee of a condition, covenant, or provision of this Lease shall constitute a material breach. For any material breach by Lessee, Lessor may serve upon Lessee a written ten-day notice that describes the breach and demands that Lessee cure the default "if a cure is possible). If Lessee does not cure the default within the ten days, or if a cure is not possible, this Lease shall be terminated. The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, shall constitute a breach of this Lease by Lessee.

17. Governing Law and Venue. This Lease shall be governed by the laws of the State of California. Venue for any action brought to enforce the provisions of this Lease shall be the Superior Court for the County of Mendocino.

18. Waiver. No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.

19. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party to this Lease shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed or any managing employee of that party, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to said party at the address set forth in the first paragraph of this Agreement. Either party may change its address for purposes of this paragraph by giving written notice of that change to the other party in the manner provided in this paragraph.

20. **Time.** Time is expressly declared to be of the essence in this Lease.

21. **Construction-Related Accessibility Standards:** Lessor states that the Premises has not been inspected by a Certified Access Specialist.

22. **Americans with Disabilities Act.** The Parties are aware of the existence of the Americans With Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act.

23. **Authorization to Execute.** Each of the Parties represents and warrants that the person executing this Lease is duly authorized to execute agreements and bind on behalf of the party for which they sign.

24. **Entire Agreement.** This instrument constitutes the entire agreement between Lessor and Lessee respecting the Premises, the leasing of the Premises to Lessee, and the lease term created under this Lease, and correctly sets forth the obligations of Lessor and Lessee to each other as of the date of execution. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

LESSOR

LESSEE

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Resolution Authorizing Submittal of an Application to the California Department of Housing and Community Development for Funding under the Competitive Permanent Local Housing Allocation (CPLHA) and, if Selected, Providing Authorization to the City Manager to Execute a Standard Agreement, Any Amendments Thereto, and Any Related Documents Necessary to Participate in the CPLHA Program; and Approval of Corresponding Budget Revenue and Expense Amendments, if Awarded.

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development Director

PRESENTER: Consent Calendar

ATTACHMENTS:

1. 2021 PLHA Non-Entitlement LG Competitive NOFA
2. Competitive PLHA Resolution

Summary: Council will consider adoption of a resolution authorizing submittal of an application to the California State Department of Housing and Community Development for funding under the Competitive Permanent Local Housing Allocation Program for the North Orchard Apartments, to be located at 675 North Orchard Avenue.

Background: The State Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for the Competitive Permanent Local Housing Allocation (CPLHA) Program on June 7, 2021 (Attachment 1), with applications due September 14, 2021. The NOFA provides grants to "non-entitlement" Local Governments to assist persons experiencing or at risk of homelessness and to support construction of projects that increase the supply of housing to households with incomes of 60 percent or less of Area Median Income (AMI).

CPLHA is a new program through HCD and is funded under the Building Homes and Jobs Act (SB 2, 2017 or "Bill"), which established a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. This Bill is designed to provide a permanent source of funding to all local governments in California to help cities and counties implement plans to increase the affordable housing stock.

Eligible activities within the NOFA include the following:

(1) Development of new multifamily rental housing that is affordable to households at or below 60 percent of AMI or substantial rehabilitation of multifamily rental housing that will be affordable to households at or below 60 percent of AMI, but which is not currently restricted as affordable housing. In order to be eligible as "substantial rehabilitation", a project must complete a minimum of \$40,000 per unit in hard construction costs; or

(2) Assistance to persons who are experiencing or at risk of homelessness, including, but not limited to, through rapid rehousing, rental assistance, supportive services, and case management services that allow people to obtain and retain housing, operating and capital costs for Navigation Centers, or new construction,

rehabilitation, or preservation of permanent or transitional rental housing.

The maximum application amount, including administrative costs, for the development of new multifamily rental housing or substantial rehabilitation of a multifamily rental housing project, or development of a Navigation Center is \$5 million. The minimum application amount is \$500,000.

The maximum application amount, including administrative costs, for assistance through program activities is \$1 million. The minimum application amount is \$500,000.

Administrative expenses may be incurred to implement the project or program activity, up to a maximum of 5% of the grant amount.

Discussion: Burbank Housing and Development Corporation, a non-profit affordable housing developer and operator based in Santa Rosa, has approached Staff with a request that the City apply for the CPLHA funds to assist with the development and construction of new affordable family apartments at 675 North Orchard Avenue. Proposed is 55 units with a mix of one-, two- and three-bedroom apartments. Units will be restricted to households with incomes within the 30-60% AMI categories. Although exact application funding amounts are still being determined, Burbank Housing anticipates applying for up to the maximum allocation of funding available, or \$5 million.

The following is requested:

- New Housing Construction Project = up to \$4,761,905
- City Administration = up to \$238,095
- TOTAL = up to \$5,000,000

The City's support and pursuit of funding for the proposed project fulfills goals and objectives within the City's 2019-2027 Housing Element- and more particularly, the following implementing programs:

"2d: Pursue additional funding sources to augment the Ukiah Housing Trust Fund, creating a permanent source of funding for affordable housing. Utilize funding to develop and support affordable housing programs and projects, providing financial assistance to private developers and nonprofit agencies, principally for the benefit of extremely low-income, very low-income, and low-income households." (2019-2027 City of Ukiah Housing Element, Page 90)

"2e: Continually engage with a variety of housing developers who specialize in providing housing to each economic segment of the community. This effort is designed to build long-term development partnerships and gain insight into specialized funding sources, particularly in identifying the range of local resources and assistance needed to facilitate the development of housing for extremely low-income (ELI) households and households with special needs, including persons with disabilities and persons with developmental disabilities." (2019-2027 City of Ukiah Housing Element, Page 90)

Staff would like to note that Council's adoption of the resolution authorizing submittal of an application for North Orchard Apartments does not constitute approval of the project. As this and/or additional funding sources are secured for the proposed project, project details will be finalized.

Staff recommends Council adopt the resolution (Attachment 2) authorizing the City of Ukiah to submit an application to the California State Department of Housing and Community Development for funding under the CPLHA Program, and if selected, authorize the City Manager to execute a Standard Agreement, any amendment thereto, and any related documents necessary to participate in the CPLHA Program; and approve corresponding budget revenue and expense amendments, if the application is awarded funding.

Recommended Action: Adopt resolution authorizing submittal of an application to the California Department of Housing and Community Development for funding under the CPLHA Competitive Permanent Local Housing Allocation Program, and if selected, authorize the City Manager to execute a Standard Agreement, any amendments thereto, and any related documents necessary to participate un the CPLHA Competitive Permanent Local Housing Allocation Program; and approve corresponding budget revenue and expense amendments, if the application is awarded.

BUDGET AMENDMENT REQUIRED: Not at this time.

CURRENT BUDGET AMOUNT: \$0

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: CPLHA

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Peter Schellinger, Waterstone Residential; Chris Westlake, Burbank Housing

Approved: 
Sage Sangiacomo, City Manager

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE

2020 W. El Camino Avenue, Suite 670
 Sacramento, CA 95833
 (916) 263-2771
www.hcd.ca.gov



June 7, 2021

MEMORANDUM FOR: All Potential Applicants

FROM: Jennifer Seeger, Deputy Director
 Division of State Financial Assistance

SUBJECT: Permanent Local Housing Allocation Program
 2021 Non-Entitlement Local Government Competitive
 Notice of Funding Availability

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Non-Entitlement Local Government Competitive Notice of Funding Availability for approximately **\$29 million**, including the **\$6.7 million** remaining calendar year 2019 funds for the Permanent Local Housing Allocation (PLHA) program. This funding provides grants to Non-entitlement Local Governments in California to assist persons experiencing or At risk of homelessness and investments that increase the supply of housing to households with incomes of 60 percent or less of area median income.

Applications must be submitted electronically to the Department's website. Requirements for uploading the application workbook and required supporting documentation, including naming conventions, are described in the application instructions available at <https://hcd.ca.gov/grants-funding/active-funding/plha.shtml>. The submittal portal will be available beginning August 23, 2021.

Applicants must upload all application materials to the Department's website no later than **11:59 p.m. Pacific Daylight Time on August 31, 2021**. Please note that the online support and technical assistance closes at 5:00 p.m. Pacific Daylight Time on August 31, 2021.

Personal deliveries will not be accepted. No facsimiles, incomplete applications, application revisions, or walk-in application packages will be accepted.

The PLHA application forms, webinar details, and Guidelines are posted on the Department's [website](#). To receive information on webinars and other updates, please subscribe to the PLHA listserv by clicking on "Email Sign up" on the Department's website. If you have any further questions, please contact CPLHA@hcd.ca.gov.

Attachment

Permanent Local Housing Allocation Program 2021

Non-Entitlement Local Government Competitive Notice of Funding Availability



**Gavin Newsom, Governor
State of California**

**Lourdes M. Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833
Telephone: (916) 263-2771

Website: <http://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml>
Email: CPLHA@hcd.ca.gov

June 7, 2021

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**Permanent Local Housing Allocation
Non-Entitlement Local Government Competitive
Notice of Funding Availability**

I. Overview

A. Notice of Funding Availability

The California Department of Housing and Community Development (Department) is announcing the availability of approximately \$29 million in funding for the Permanent Local Housing Allocation (PLHA) program Non-Entitlement Local Government Competitive Notice of Funding Availability (NOFA). This NOFA is funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019.

Funding for this NOFA is provided pursuant to Senate Bill 2 (SB 2) (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local Governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, on-going source of funding to Local Governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities. The non-Entitlement competitive grant program component prioritizes assistance to persons experiencing or At risk of homelessness and investments that increase the supply of housing to households with incomes of 60 percent or less of Area Median Income (AMI).

This NOFA outlines threshold and application requirements for Non-Entitlement Local Governments as defined in Guidelines Section 101. Non-Entitlement Local Governments are governments in areas, which are not metropolitan cities or part of an urban county as defined in Appendix A.

B. Timeline

NOFA Release Date	June 7, 2021
Application Submittal Deadline	August 31, 2021
Award Announcement	November 2021

C. Authorizing Legislation and Regulations

SB 2 (Chapter 364, Statutes of 2017) established the PLHA program. The program operates under the requirements of Health and Safety Code (HSC), Part 2 of Division 31, Chapter 2.5 (commencing with Section 50470).

Section 50470 (b)(2)(B)(i) of the HSC authorizes the Department to allocate 70 percent of the moneys collected and deposited in the Fund, beginning in calendar year 2019, for the PLHA program.

Section 50470 (b)(2)(B)(i)(I) of the HSC requires the Department to allocate 90 percent of PLHA funds based on the federal CDBG formula specified in U.S. Code (USC), 42 USC, Section 5306, except that the portion allocated to Non-Entitlement Local Governments is required to be distributed through a competitive grant program for Non-Entitlement Local Governments.

HSC, Section 50470 (d) authorizes the Department to adopt Guidelines to implement the PLHA program, not subject to the rulemaking provisions of the California Administrative Procedure Act.

This NOFA governs the administration of funding from the Fund (created by USC, Section 50470, subdivision (a)(1) and appropriated by item 2240-103-3317 in the Budget Act of 2019) and made available under the PLHA program.

Capitalized terms not otherwise defined in this NOFA shall have the meanings set forth in Guidelines Section 101.

II. Program requirements

The following is provided as a summary for the allocation of the Competitive PLHA funds to Non-Entitlement Local Governments and is not to be considered a complete representation of all program requirements, terms and conditions that will be further set forth in the Standard Agreement.

A. Eligible Applicants

An Applicant must be a Non-Entitlement Local Government. A Non-Entitlement Local Government means:

1. A Local Government in an area, which is not a metropolitan city or part of an urban county;
2. A Local Government that, as of September 1, 2017, was an incorporated city with a population of less than 50,000 or a county with an unincorporated area population of less than 200,000 persons, which had not entered into a three-year Urban County Cooperation Agreement; or
3. A Local Government that was not otherwise entitled to receive CDBG funds directly from the U.S. Department of Housing and Urban Development (HUD).

See Appendix A for a list of eligible Applicants for Non-Entitlement Local Government for fiscal year 2020-21.

For applications that include the development of a Rental Housing project, the Sponsor must be a co-Applicant with the Non-Entitlement Local Government, pursuant to Guidelines Section 400. Sponsor includes the general partner(s); if there are two general partners, both must submit all the required co-Applicant documents.

B. Eligible Activities

Pursuant to Guidelines Section 401, eligible activities under this PLHA competitive NOFA are limited to the following and must take place within the jurisdiction of the Applicant Local Government:

1. Development of new multifamily rental housing that is Affordable to households at or below 60 percent of AMI or substantial rehabilitation of multifamily rental housing that will be Affordable to households at or below 60 percent of AMI, but which is not currently restricted as Affordable housing. In order to be eligible as “substantial rehabilitation”, a project must complete a minimum of \$40,000 per unit in hard construction costs; or
2. Assistance to persons who are experiencing or At risk of homelessness, including, but not limited to, through rapid rehousing, rental assistance, supportive services, and case management services that allow people to obtain and retain housing, operating and capital costs for Navigation Centers, or new construction, rehabilitation, or preservation of permanent or transitional rental housing

C. Funding limits

The maximum application amount, including administrative costs, for the development of new multifamily rental housing or substantial rehabilitation of a multifamily rental housing project, or development of a Navigation Center is \$5 million. The minimum application amount shall be \$500,000.

The maximum application amount, including administrative costs, for assistance through program activities is \$1 million. The minimum application amount shall be \$500,000.

Administrative expenses may be incurred to implement the project or program activity, up to a maximum of five percent of the grant amount.

The total NOFA amount will be distributed equally to the two eligible activities, based on scores relative to all other applications.

If there are insufficient eligible applications to utilize the allocation for one activity, unused funds will be used to fund any other eligible applications in the other activity set forth in Guidelines Section 401(a) and this NOFA.

D. Application review and project selection

The application review process consists of two phases: 1) threshold; and 2) rating and ranking.

1. Threshold

An Applicant must submit a complete application and other documents by the deadline stated in this NOFA. Applications submitted in response to this NOFA

must meet the threshold requirements set forth in Guidelines Section 402 in detail. Threshold requirements include:

- (a) For new construction projects, a Phase I Environmental Site Assessment prepared or updated within **12 months prior to** application due date, and a Phase II environmental report if recommended by the Phase I;
- (b) Housing Element Compliance;
- (c) The Annual Progress Report (APR) required by Government Code Section 65400 for the current or prior year by the application deadline date;
- (d) A complete application, which shall meet the following minimum requirements:
 - (1) Requests a grant pursuant to Guidelines Section 100(b)(3) in order to carry out one of the eligible activities set forth in Guidelines Section 401 and this NOFA.
 - (2) Is authorized by the governing board of the Applicant and by the developer co-Applicant, if any.
 - i. If there are two (2) co-Applicants, all of the required co-Applicant information and the Resolution must be submitted for both of the co-Applicants.
 - (3) Certification in the Resolution that, if the Local Government proposes allocation of funds for any Activity to another entity, the selection process shall avoid conflicts of interest and shall be accessible to the public;
 - (4) Demonstration of readiness, including site control for development Projects, land use entitlements, environmental review, commitments of at least 40 percent of permanent funding required and resources required, a timeline and plan for use of funds, and guidelines for determining amount of funds to be provided, based on the selected activity;
 - i. Site control must be in the name of the Sponsor;
 - (5) Underwriting requirements:
 - A. Uniform Multifamily Regulations (UMRs) Subchapter 19 of Title 25, Division 1, Chapter 7 (commencing with Section 8300), as amended from time to time, and the Multifamily Housing Program Guidelines (commencing with Section 7300), as amended from time to time, are hereby incorporated by reference into this subchapter and shall apply to Rental Housing Developments receiving assistance under the PLHA competitive allocation. In the event of a conflict between the provisions of Subchapter 19 and these Guidelines, the provisions of these Guidelines shall prevail.

- (i) UMRs Section 8312(c) is hereby amended to read: (c) For projects utilizing 4 percent tax credits, developer fee payments shall not exceed the amount that may be included in project costs pursuant to 4 California Code of Regulations (CCR), Section 10327. In addition, the developer fee paid from development funding sources shall not exceed the following: (1) for acquisition and/or rehabilitation projects, or adaptive reuse projects, the lesser of the amount of developer fee in project costs or \$2 million; and (2) for new construction projects, the base limit shall be the lesser of the amount that may be included in project costs or \$2.2 million. To arrive at the final limit on developer fee paid from development funding sources, the base limit shall then be multiplied by a ratio that is the average of:
 - a. the difference between (2) and the project's high-cost ratio, as calculated pursuant to Title 4, CCR, Section 10317(i)(6) or successor language; and
 - b. 100 percent.
 - (ii) Section 8312(d) of the UMRs shall not apply.
 - (iii) UMRs Section 8314(a)(1)(A) is amended to read: (A) Approved deferred developer fee, pursuant to Section 8312, provided that the aggregate of the developer fee paid from sources and paid as deferred shall not exceed \$3.5 million.
- B. Period of affordability: All assisted rental units shall be restricted for not less than 55 years.
- C. All development projects shall demonstrate fiscal integrity. The Department shall request any other information as set forth in this NOFA or application in order to determine fiscal integrity. This shall include, but is not limited to, the following:
 - i The Sponsor's organizational documents;
 - ii A market study prepared in accordance with California Tax Credit Allocation Committee requirements, and prepared or updated within 12 months prior to the application due date, which demonstrates a market for the non-Assisted Units and documents the anticipated need for the Assisted Units;
 - iii An appraisal prepared or updated at the Sponsor's expense within 24 months prior to the application due date.
 - iv A preliminary title report;
 - v For new construction projects, a Phase I Environmental Site Assessment prepared or updated within 12 months prior to the application due date, and a Phase II environmental report if recommended by the Phase I;

- vi For rehabilitation projects, lead-based paint, mold, and asbestos reports.

2. Rating and ranking

Applications submitted within a competitive funding round shall be evaluated using the following criteria as set forth in Guidelines Section 403:

Selection Criteria	Max Point
Priority Points – 25 points	
A. Population – 5 points (i) If the Applicant is a county that has a population of 200,000 or less within the unincorporated areas of the county, the Applicant shall receive all points. B. Prior Award – 5 points (i) If the Applicant did not receive an award based on the formula specified in 42 USC, Section 5306 in 2016, the Applicant shall receive all points. And either C. (i) or C. (ii) or C. (iii) below: C. Activity (i) Assistance for Homeless Persons through Program Activities - 15 points (a) Applications to assist persons experiencing or At risk of homelessness, including but not limited to, through programs providing rapid rehousing, or rental assistance, or operating assistance to Navigation Centers shall receive all points. or (ii) Assistance to Homeless Persons through development of Navigation Centers – 15 points (a) Applications for construction of Navigation Centers shall receive all points. or (iii) Assistance for Homeless Persons through Rental projects – 15 points (a) Applications for the new construction, rehabilitation, or preservation of permanent or transitional rental housing in which all or at least 10 percent of the units are restricted to occupancy by tenants who are homeless or At risk of homelessness shall receive all points.	25

Evaluation Criteria -- 75 points	
A. Community Need – 30 points (i) Applicants will receive up to a maximum of 30 points based on the rate of households experiencing the most severe housing need according to the most recent HUD Comprehensive Housing Affordability Strategy (CHAS) dataset in the Applicant Local Government. Applicants will receive points in proportion to this percentage. - 0% to 19% ~ 10 points - 20% - 35% ~ 20 points - 36% - 50% ~ 30 points B. Applicant Administrative Experience – 15 points (i) Applicants with prior experience during the past five years administering local, state or federal Affordable housing or community development programs or who have entered into a contract with an entity with prior experience during the past five years in the implementation of local, state, or federal Affordable housing or community development programs will receive up to 15 points. - Applicants with experience administering three to five programs as described above ~ 5 points - Applicants with experience administering six to eight programs as described above ~ 10 points - Applicants with experience administering more than eight programs as described above ~ 15 points C. Demonstrated Capacity – 30 points (i) Capacity points will be based on: (a) Sponsor experience in Affordable Rental Housing Development and Ownership in the past five years (up to 30 points) - Sponsor has completed and owns two Affordable Rental Housing projects – 10 points - Sponsor has completed and owns four Affordable Rental Housing projects – 20 points - Sponsor has completed and owns six Affordable Rental Housing projects – 30 points or (b) Navigation Center development experience in the past five years (for development of these facilities) (up to 30 points). - Applicant and/or co-applicant has completed and operated one Navigation center – 10 points - Applicant and/or co-applicant has completed and operated two Navigation centers – 20 points - Applicant and/or co-applicant has completed and operated three Navigation centers – 30 points or	75

- | |
|--|
| <p>(c) Program Operator experience (for non-development Activities) in the past five years (up to 30 points)</p> <ul style="list-style-type: none">- Program Operator has operated three programs of less than \$750,000 each – 10 points- Program Operator has operated six programs of between \$750,000 and \$1 million each – 20 points- Program Operator has operated nine programs of more than \$1 million each – 30 points |
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3. Tie breaker

In the event of tied point scores and insufficient funding for both applications, the Department shall rank the tied applications as follows:

- (a) If one of the tied applications is for an Affordable Rental Housing Development and the other is for a program Activity or development of a Navigation Center, the Affordable Rental Housing Development application will be selected for funding;
- (b) If one of the tied applications is for a Navigation Center and the other is for a program Activity, the Navigation Center will be selected for funding;
- (c) If both of the tied applications are for Affordable Rental Housing Developments, the project with the lowest weighted average of affordability of Restricted Units will be selected;
- (d) If both of the tied applications are for Navigation Centers, the facility that provides overnight shelter to the greatest number of people will be selected; or
- (e) If both of the tied applications are for programs, the Local Government with the highest rate of households experiencing the most severe housing need according to the most recent HUD CHAS dataset will be selected.

4. Funding award

Pursuant to Guidelines Section 401(a), the PLHA funds awarded to eligible Applicants must be used to carry out the eligible activity for which the Applicant submitted the application.

An Applicant that receives an award of PLHA funds must comply with the deadline and funding requirements set forth in Guidelines Section 405.

III. Application submission and workshops

Applications must meet eligibility requirements for Sponsor, project, and costs upon submission; see Program Requirements above for eligible Applicants, eligible projects, and eligible uses of funds. Modification of the application forms by the Applicant is prohibited. It is the Applicant's responsibility to ensure the application is clear, complete, and accurate. After the application deadline, Department staff may request clarifying information, provided such information does not affect the competitive rating of the application. No information, whether written or oral, will be solicited or accepted if this

information would result in a competitive advantage to an Applicant or a competitive disadvantage to other Applicants. No Applicant may appeal the evaluation of another Applicant's application.

A. PLHA application

The PLHA application must be submitted under this NOFA and will be funded on a competitive basis, as set forth in the Guidelines and this NOFA. The PLHA application and program Guidelines are available on the PLHA webpage.

B. Application submittal

Applications must be submitted electronically to the Department's website. Requirements for uploading the application workbook and required supporting documentation, including naming conventions, are described in the application instructions available at <https://hcd.ca.gov/grants-funding/active-funding/plha.shtml>. The submittal portal will be available beginning August 23, 2021.

Applicants must upload all application materials to the Department's website no later than **11:59 p.m. Pacific Daylight Time on August 31, 2021**. Please note that the on-line support and technical assistance closes at 5:00 p.m. Pacific Daylight Time on August 31, 2021.

Personal deliveries will not be accepted. No facsimiles, incomplete applications, application revisions, or walk-in application packages will be accepted.

Applications that do not meet the filing deadline requirements will not be eligible for funding. Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format, not a PDF document.

C. Application workshops

Applicants are strongly encouraged to attend the PLHA Competitive NOFA webinar to gain information critical for preparing the application, which will be discussed during the webinar. PLHA webinar dates and times are located on the Department's PLHA [webpage](#). These webinars will cover the NOFA and application.

IV. Appeal

A. Basis of appeal

1. Upon receipt of the Department's notice that an application has been determined to be incomplete, ineligible, fail threshold review, or have a reduction to the initial point score, Applicants may appeal such decision(s) to the Department pursuant to this section.

2. No Applicant shall have the right to appeal a decision of the Department relating to another Applicant's eligibility, point score, award, denial of award, or any other matter related thereto.
3. The appeal process provided herein applies solely to decisions of the Department made in this NOFA and does not apply to any decisions made with respect to any previously issued NOFAs or decisions to be made pursuant to future NOFAs.

B. Appeal process and deadline

1. **Process:** To file an appeal, Applicant must submit a written appeal to the Department, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be considered if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted to the Department at CPLHA@hcd.ca.gov according to the deadline set forth in Department review letters.
2. **Filing Deadline:** Appeals must be received by the Department no later than five (5) business days from the date of the Department's threshold review, or initial score letter, representing the Department's decision made in response to the application.

C. Decisions

Any request to appeal the Department's decision regarding an application shall be reviewed for compliance with the Guidelines and this NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department.

V. Award announcements and contracts

A. Award announcements

The Department intends to announce awards in November 2021. Award recommendations will be posted on the [PLHA webpage](#).

B. Contracts

Successful Applicants (Awardee(s)) will enter into Standard Agreements with the Department. The Standard Agreement contains relevant terms and conditions for the funding of the award.

Standard Agreements will be prepared upon receipt of all documents necessary to enter into an agreement with the Department including but not limited to an authorizing Resolution. Standard Agreements will be sent to the Awardee(s) within

90 days after receipt of all required documentation. To facilitate efficient processing of Standard Agreements, Sponsors are strongly urged to submit organizational documents with their application. The Awardee(s) shall remain a party to the Standard Agreement for the entire term of the Standard Agreement; removal of the Awardee(s) shall be prohibited.

VI. Other state requirements

A. Administration, monitoring, and reporting requirements

A recipient of the PLHA funds must meet the administration and monitoring requirements set forth in Guidelines Sections 500 and 501, and reporting requirements in Section 503.

B. Article XXXIV

All projects shall comply with Article XXXIV, Section 1 of the California Constitution, as clarified by the Public Housing Election Implementation Law (HSC Section 37000 - 37002). Article XXXIV documentation for loans underwritten by the Department shall be subject to review and approval by the Department prior to the announcement of award recommendations.

Article XXXIV requires local voter approval before any state public body can develop, construct, or acquire a low-rent housing project in any manner. However, the Public Housing Election Implementation Law (HSC Section 37000 – 37002) provides clarification as to when Article XXXIV is applicable. HSC Section 37001, for example, lists a number of project types that are not considered “low-rent housing projects.”

Applicants must submit documentation that demonstrates the project’s compliance with, or exemption from, Article XXXIV. If a project is subject to Article XXXIV, the Department requires an allocation letter from the locality, which shows that there is Article XXXIV authority for the project. A Local Government official with authority should prepare the allocation letter and it should include the following:

1. The name and date of the proposition and the number of units that were approved;
2. A copy of the referendum and a certified vote tally;
3. The number of units that remain in the locality’s “bank” of Article XXXIV authority (i.e., the number of units that are still available for allocation); and
4. The number of units that the locality will commit to this project, including the manager unit.

If a project is statutorily exempt from Article XXXIV, the Department requires an Article XXXIV opinion letter from the Applicant’s legal counsel. The Article XXXIV opinion letter must demonstrate that the Applicant has considered both the legal requirements of Article XXXIV and the relevant facts of the project (e.g., all funding provided by public bodies, including state, county or city sources, the number of low-

income restricted units, and the general content of any regulatory restrictions). Any conclusion that a project is exempt from Article XXXIV must be supported by facts and a specific legal theory for exemption that itself is supported by the Constitution, statute, and/or case law.

C. Pet Friendly Housing Act of 2017

Housing funded through this program is subject to the Pet Friendly Housing Act of 2017 (HSC Section 50466). Each awardee will be required to submit a signed and dated certification that residents of the program-funded Housing development will be authorized to own or otherwise maintain one or more common household pets as required by HSC Section 50466. Pursuant to this statute, “common household pet” means a domesticated animal, such as a dog or cat, commonly kept in the home for pleasure rather than for commercial purposes.

D. State Prevailing Wages

Program Funds awarded under this NOFA are subject to state Prevailing Wage Law, as set forth in Labor Code Section 1720 et seq. and require the payment of prevailing wages unless the project meets one of the exceptions of Labor Code Section 1720 (c), as determined by the Department of Industrial Relations (DIR). The DIR can be contacted via its website at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Applicants are urged to seek professional advice as to how to comply with state Prevailing Wage Law.

E. Relocation

Both the Applicant and the Department must comply with applicable Relocation Law, pursuant to Government Code Section 7260 et seq., Title 25, CCR, Section 6000 et seq., and if federal law is applicable (depending on project financing), Code of Federal Regulations (CFR) at 49 CFR Part 24 of the UMRs and Real Property Acquisition for Federal and Federally Assisted Programs (the “URA”) (collectively referred to herein forth as “Relocation” or “Relocation Law”).

Relocation Law provides important protections and assistance for displaced persons and entities affected by the acquisition, rehabilitation, or demolition of real property for government funded projects. Relocation Law ensures that those displaced individuals and entities whose real property is acquired, or who move (even if temporarily), as a direct result of projects receiving government funds, are treated fairly and equitably and receive assistance in moving from the property they occupy. The Department seeks to ensure that displaced persons, which includes tenants, businesses, and homeowners, do not suffer disproportionately as a result of programs designed for the benefit of the public as a whole.

At the NOFA application stage, it is premature to conduct a detailed Relocation review. At this stage, the Department only needs to confirm that Relocation is properly budgeted. Due to the importance of satisfying Relocation Law, the Applicant is encouraged to employ the services of a Relocation consultant to procure a good faith estimate of the potential Relocation cost, which may (or may not) necessitate a

Relocation plan. The Department has found that the services of a professional Relocation consultant may save an Awardee money and time in the loan process.

The importance of satisfying Relocation Law cannot be understated. Failure to follow the Relocation requirements will result in the project not being funded by the Department. Applicants cannot circumvent Relocation Law to avoid Relocation payment assistance by simply not renewing leases, which is not permissible under Relocation Law. At the construction loan close stage, the Department will notify all lenders that failure to satisfy Relocation Law, particularly the improper displacement of individuals or entities, could jeopardize Department funding.

F. Accessibility and non-discrimination

All projects or programs shall adhere to the accessibility requirements set forth in California Building Code Chapter 11A and 11B and the Americans with Disabilities Act, Title II. In addition, projects or programs shall adhere to either the Uniform Federal Accessibility Standards (UFAS) standards, 24 CFR Part 8, or HUD's modified version of the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, Federal Register, 79 FR 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Section 8.26.

Recipients shall adopt a written non-discrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under state or federal fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with program funds made available pursuant to this NOFA.

Recipients shall comply with the requirements contained in the ADA, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Act, Government Code Section 11135, Rehabilitation Act Section 504, and regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35, in all of the Sponsor's activities.

VII. Other Terms and Conditions

A. Right to Modify or Suspend

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including without limitation, the

amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website. To receive updates, please subscribe to our PLHA listserv. Please note that in the event this NOFA is amended, the Department will require new authorizing Resolutions from successful Applicants and all constituent entities thereof.

B. Disclosure of application

Information provided in the application will become a public record and available for review by the public, pursuant to the California Public Records Act (Government Code section 6250 et seq.). As such, any materials provided will be disclosed to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

C. Conflicts

In the event of any conflict between the terms of this NOFA and either applicable state or federal law or regulation, the terms of the applicable state or federal law or regulation shall control. Applicants are deemed to have fully read and understand all applicable state and federal laws, and Guidelines pertaining to PLHA, and understand and agree that the Department shall not be responsible for any errors or omissions in the preparation of this NOFA.

APPENDICES

Appendix A: Non-Entitlement Local Government Competitive NOFA 2021

Eligible Applicants for Non-Entitlement Local Government				
Alpine County	Dixon	Lake County	Point Arena	Vernon
Alturas	Dorris	Lakeport	Portola	Wasco
Amador City	Dos Palos	Lassen County	Rancho Mirage	Weed
Amador County	Dunsmuir	Lemoore	Red Bluff	Westmorland
American Canyon	El Centro	Lincoln	Rio Dell	Wheatland
Anderson	El Dorado County	Live Oak	Rio Vista	Williams
Angels	Etna	Livingston	Riverbank	Willits
Arcata	Eureka	Loomis	San Benito County	Willows
Artesia	Exeter	Los Banos	San Joaquin	Winters
Arvin	Farmersville	Loyalton	San Juan Bautista	Woodlake
Atwater	Ferndale	Madera County	San Juan	Yolo County
Auburn	Firebaugh	Mammoth Lakes	Sand City	Yountville
Avenal	Fort Bragg	Maricopa	Santa Cruz	Yreka
Benicia	Fort Jones	Marina	Scotts Valley	Yuba County
Biggs	Fortuna	Mariposa County	Shasta County	
Bishop	Fowler	Marysville	Shasta Lake	
Blue Lake	Glenn County	McFarland	Sierra County	
Brawley	Grass Valley	Mendocino County	Siskiyou County	
Butte County	Greenfield	Merced County	Solano County	
Calaveras County	Gridley	Modoc County	Soledad	
Calexico	Grover Beach	Mono County	Sonora	
Calimesa	Guadalupe	Montague	South Lake Tahoe	
Calipatria	Gustine	Mount Shasta	St. Helena	
Calistoga	Hidden Hills	Napa County	Suisun City	
Capitola	Hollister	Nevada City	Susanville	
Carmel-by-the-Sea	Holtville	Nevada County	Sutter County	
Chowchilla	Humboldt County	Orange Cove	Sutter Creek	
Clearlake	Huron	Orland	Taft	
Coalinga	Imperial	Oroville	Tehama	
Colfax	Imperial County	Pacific Grove	Tehama County	
Colusa	Indian Wells	Palos Verdes	Trinidad	
Colusa County	Industry	Parlier	Trinity County	
Corcoran	Inyo County	Pismo Beach	Truckee	
Corning	Ione	Placer County	Tulare County	
Crescent City	Jackson	Placerville	Tulelake	
Del Norte County	King City	Plumas County	Tuolumne County	
Dinuba	Kings County	Plymouth	Ukiah	

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NON-ENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT

The City Council of the City of Ukiah ("Applicant") hereby consents to, adopts and ratifies the following resolution:

- A. WHEREAS, the Department is authorized to provide up to \$29 million under the SB 2 Permanent Local Housing Allocation Program Competitive Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).
- B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 06/07/2021 under the Permanent Local Housing Allocation (PLHA) Program Competitive Component;
- C. WHEREAS the City of Ukiah is an eligible non entitlement Local government who has applied for program funds to administer an eligible activity; for North Orchard Apartments and the amount of CPLHA funds not to exceed \$5,000,000.
- D. WHEREAS the Department may award, subject to selection criteria set forth in PLHA guidelines section 403, funding allocations for applicants recommended for funding, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA competitive grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. If Applicant is awarded a grant of PLHA funds from the Department pursuant to the above referenced PLHA Competitive Component NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant hereby agrees to use the PLHA funds for the eligible activity for which the Applicant has submitted an application, as set forth in Section 401 of the Guidelines, and as awarded and approved by the Department in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

3. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for the eligible Activity for which the Applicant has submitted an application, and consistent with all program requirements.
4. Applicant certifies that, if funds are awarded for the development of new multifamily housing at or below 60 AMI or substantial rehabilitation of multifamily rental housing at or below 60 percent of AMI, Applicant shall comply with Uniform Multifamily Regulations Subchapter 19, Title 25, Division 1, Chapter 7, commencing with Section 8300 and the Multifamily Housing Program Guidelines commencing with Section 7300.
5. Applicant certifies that, if funds are awarded for the development of an Affordable Rental Housing Development, the Local Government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Department-approved underwriting of the Project for a term of at least 55 years.
6. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
7. The City Manager is authorized to execute the PLHA Competitive Component Program Application, the PLHA Competitive Component Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA Competitive Component grant awarded to Applicant, as the Department may deem appropriate.

The foregoing Resolution introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Ukiah this 1st day of September, 2021, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Juan V. Orozco, Mayor
Ukiah City Council

CERTIFICATE AND SIGNATURE OF THE ATTESTING OFFICER

The undersigned, Officer of the City of Ukiah does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City Council of the City of Ukiah which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: _____
Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approve the Purchase of a Maintenance and Protection Plan for LifePak15 Monitor/Defibrillator Units and Lucas Chest Compression System from Stryker in the Amount of \$41,030.50 for a five (5) year term.

DEPARTMENT: Fire
PREPARED BY: Doug Hutchison, Fire Chief, Justin Buckingham, Battalion Chief, Seth Strader, Buyer I
PRESENTER: Consent Calendar

ATTACHMENTS:

1. Quote

Summary: Council will consider approving the purchase of a Maintenance and Protection Plan for LifePak15 Monitor/Defibrillator Units and Lucas Chest Compression System from Stryker in the amount of \$41,030.50 for a five (5) year term.

Background: The City of Ukiah and Ukiah Valley Fire District use Stryker defibrillator units across their fleet of emergency response vehicles. The Stryker Protect Onsite plan will ensure that the units are kept in prime working condition. The LifePak15 Monitors are Electrocardiograms(ECGs) which every Paramedic staffed unit must have.

These devices allow responders to provide lifesaving defibrillations (shocks to the heart) when someone's heart stops, as well as obtain 12 Lead ECGs in the field saving crucial time in diagnosing patients having heart attacks. It is imperative that the units are maintained in top working order. The Lucas Device is a manual CPR device that allows responders to focus on care of the patient instead of doing chest compressions as the Lucas device does those.

Discussion: As the manufacturer Stryker provided a quote for their services provided here as Attachment 1. The Stryker Protect Onsite maintenance plan provides Fire personnel with a trained service specialist, loaner devices during repairs, software updates, OEM parts, battery replacement. These services are essential to keep the units in an efficient and reliable working condition.

There is an annual cost of \$8,206.10 for the Protect Onsite protection plan with a 5-year total of \$41,030.50. The available budget for the first year is short by approximately \$700, which will be covered by an internal budget transfer.

Recommended Action: Approve the Purchase of a Maintenance and Protection Plan for LifePak15 Monitor/Defibrillator Units and Lucas Chest Compression System from Stryker in the Amount of \$41,030.50 for five (5) year term.

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: 10521210.52111 - \$3750, 71021100.52111 - \$3750

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Doug Hutchison, Fire Chief, Justin Buckingham, Battalion Chief

Approved: 
Sage Sangiacomo, City Manager



Sales Rep Name: Sahel Segovia
ProCare Service Rep: Jeremy Hardesty

3800 E. Centre Ave
Portage, MI 49009

Date: 8/24/2021
ID #: 210824141350

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num:		Name:	Doug Hutchison
Shipping Acct Num:	1336940	Title:	Chief
Account Name:	Ukiah Valley Fire	Phone:	(971) 284-7341
Account Address:	1500 South State St	Email:	dhutchison@cityofukiah.com
City, State Zip:	Ukiah, CA 95482		

PROCARE COVERAGE

Item No.	Model Number	Model Description	Serial Number	ProCare Program	Qty	Yrs				Total
1	LP15	LifePak 15	45997234	LP15 Protect Onsite	1	5				\$7,500.00
2	LP15	LifePak 15	43325140	LP15 Protect Onsite	1	5				\$7,500.00
3	LP15	LifePak 15	44708985	LP15 Protect Onsite	1	5				\$7,500.00
4	LP15	LifePak 15	46301706	LP15 Protect Onsite	1	5				\$7,500.00
5	LP15	LifePak 15	42961944	LP15 Protect Onsite	1	5				\$7,500.00
6	LUCAS	LUCAS	30136243	LUCAS Protect Onsite	1	5				\$5,690.00

PROGRAM INCLUDES:

LUCAS Protect Onsite:

- Repairs (parts and labor) to restore equipment to manufacturer specifications
 - Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure*
 - LUCAS Battery Desk-Top Charger, LUCAS Aux Power Supply, LUCAS Car Cable repair or replacement as deemed necessary by Stryker*
 - Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap
- ** (Onsite Repairs or Depot Depending on Agreement) **

LP15 Protect Onsite:

- Repairs (parts and labor) to restore equipment to manufacturer specifications
 - LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
 - Power-adapter repair or replacement
 - Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
 - Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
- ** (Onsite Repairs or Depot Depending on Agreement) **

Unless otherwise stated on contract, payment is expected upfront.

Annual Payments \$8,206.10

See below for complete payment schedule

ProCare Total	\$43,190.00
Discount	5%
FINAL TOTAL	\$41,030.50

Start Date: 7/1/2021
End Date: 6/30/2026

Stryker Signature _____ Date _____

Customer Signature _____ Date _____

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at
<https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number (MUST INCLUDE HARD COPY)

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>		<u>Int Paid</u>		<u>Prin. Remaining</u>		<u>Balance</u>
Starting Balance						\$	41,030.50
7/1/2021	\$	8,206.10	\$	-	\$	32,824.40	\$ 32,824.40
7/1/2022	\$	8,206.10	\$	-	\$	24,618.30	\$ 24,618.30
7/1/2023	\$	8,206.10	\$	-	\$	16,412.20	\$ 16,412.20
7/1/2024	\$	8,206.10	\$	-	\$	8,206.10	\$ 8,206.10
7/1/2025	\$	8,206.10	\$	-	\$	-	\$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP15	45997234	LP15 Protect Onsite
2	LP15	43325140	LP15 Protect Onsite
3	LP15	44708985	LP15 Protect Onsite
4	LP15	46301706	LP15 Protect Onsite
5	LP15	42961944	LP15 Protect Onsite
6	LUCAS	30136243	LUCAS Protect Onsite

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 210824141348

Check box if Billing same as Shipping ☐

BILL TO		CUSTOMER #
Billing Account Num	0	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1336940	
Company Name	Ukiah Valley Fire	
Contact or Department	Doug Hutchison	
Street Address	1500 South State St	
Add'l Address Line		
City, ST ZIP	Ukiah, CA 95482	
Phone	(971) 284-7341	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 210824141348

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.



AGENDA SUMMARY REPORT

SUBJECT: Approve Issuing a Notice of Termination to Paymentus for Electronic Bill Payment Services, and Authorize the City Manager to Negotiate a Contract with Invoice Cloud for Online Payment Processing

DEPARTMENT: Finance
PREPARED BY: Mary Horger, Financial Services Manager, Lori Martin, Billing & Customer Services Manager
PRESENTER: Consent Calendar

ATTACHMENTS:

1. City of Ukiah SOW
2. Invoice Cloud Paymentus Replacement Case Study
3. City of Ukiah Pricing Proposal
4. Price Comparison

Summary: Council will consider approving issuing a Notice of Termination to Paymentus for Electronic Bill Payment Services, and authorize the City Manager to negotiate and execute a contract with Invoice Cloud for Online Payment Processing.

Background: With the recent award of a contract with Milsoft for a new Utility Billing Customer Information System (CIS), it is time to review what the City is using for electronic bill payment services.

Since 2009, Paymentus has served as the City's payment processing service provider. The services have included on-line internet payment capability allowing customer's access from the City's website, as well as a dedicated phone number with automated phone payment services for customers paying by phone.

While working with the new Utility Billing CIS vendor, City staff has been introduced to the services of Invoice Cloud.

Discussion: Invoice Cloud is a suite of services that will give the City and the City's utility billing customers the ability to accept online payments for invoiced and non-invoiced items. As a 'software-as-a-service', Invoice Cloud will also allow the City to offer online payment processing in a securely hosted, real-time environment. The customers will be able to locate, view and print bills or invoices and payment records online using credit cards, debit cards, and electronic checks.

Invoice Cloud's complete Statement of Work has been provided for as Attachment 1. The following highlights the software's functionality for both the Payer and Biller:

The Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment. Functionality includes the following:

- Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.

- The electronic invoice presentment will simulate the paper invoice that the City uses and will be available in PDF and/or html format.
- The software will provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).
- The software provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- A Payer will have the ability to choose their payment date (also known as scheduled payments).
- The software will accept partial, full, or overpayments as defined by the City.
- Linking Accounts - If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- The Payer will receive an email confirmation of payment after any payment is processed.
- History - The Payer will have the ability to search and access historical bills once they register with the Service. The software will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
- Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- The Service includes shopping cart functionality.
- The Service will allow the Payer the option to elect paperless billing.
- A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.

The Biller Portal

The Biller Portal is an administrative portal where Biller (City) staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

With the use of Invoice Cloud's user-friendly and secure electronic bill presentment and payment solution, staff expects the following results:

1. *Improvement in customer satisfaction* with the use of a simpler payment process, and informational Payer portal.
2. *Maximization of operational efficiency* - as enrollment in AutoPay and paperless billing increases, a reduction in staff workloads and accelerated collections are anticipated.
3. *Decrease in costs* - a reduction in the cost of printing and mailing bills is also anticipated.

Provided as Attachment 2 is a case study of the City of Roseville.

Pricing

Please refer to Attachment 3 for the pricing proposal for Invoice Cloud services. The pricing is based on 7800 bills per month, and a \$261 average credit card payment. The base monthly subscription for the service will be \$100 per month, with additional costs per transaction based on the fees listed on the proposal.

A comparison was done between the cost of our current electronic bill payment provider, Paymentus, with Invoice Cloud. Please refer to Attachment 4. This is not an apples-to-apples comparison, as the use of

Invoice Cloud services will provide much more functionality than the current Paymentus payment portal. However, if you look at the cost comparison model, incorporating a forecasted increased use of ACH payments by using this system, the cost difference begins in the first month at \$1,295 more for Invoice Cloud than Paymentus, within twelve months is reduced to a difference of \$124.72 per month, and by the twenty-fourth month Invoice Cloud starts showing a cost increase of \$1,172.75. By Year 5, it is projected that the City would realize an overall cost savings of 19.21%.

It is therefore Staff's recommendation for Council to approve issuing a Notice of Termination to Paymentus for their existing contract for online payment processing, and authorize the City Manager to negotiate and execute a contract with Invoice Cloud for Online Payment Processing. Implementation of the service will be done in conjunction with the CIS billing implementation, and is expected at this time to go live in July of 2022. No costs will be incurred until that time. Therefore, the budget will be addressed to support these services during preparation of the 2021/2022 fiscal year budget.

Recommended Action: Approve issuing a Notice of Termination to Paymentus for Electronic Bill Payment Services, and authorize the City Manager to negotiate and execute a contract with Invoice Cloud for online payment processing.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 20513300.52100: \$35,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Daniel Buffalo, Finance Director

Approved: 
Sage Sangiacomo, City Manager

Invoice Cloud Statement of Work *City of Ukiah*

Overview

The Invoice Cloud (IC) suite of services (The Service) will give the *City of Ukiah* (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the *City of Ukiah* to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:

1. Biller – Merchant / *City of Ukiah*
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. Data Integration

Invoice Cloud does maintain an integration with *Daffron - Milsoft Utility Solutions*. The integration for the *City of Ukiah* will include the functionality found in Appendix B.

3. Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- c. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

- d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- f. The system will accept partial, full, or overpayments as defined by the Biller.
- g. The Payer will register with the Service using the authentication method designated by Biller.
- h. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- i. The Payer will receive an email confirmation of payment after any payment process.
- j. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- k. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
- l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- m. The Service includes shopping cart functionality.
- n. The Service will allow the Payer the option to elect paperless billing.
- o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

- a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
- b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).
- c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
 - ACH Reject Notifications
 - Batch Close Notifications
 - Daily Management Report
 - File Processing Notifications
 - Month End Billing Invoice
 - Paperless Customer Email Bounce Daily Report

- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
 - Status Notifications (notifications of planned outages, new features, etc.)
- e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing Auto-Pay and scheduled payments
 - allowing customers to update their phone or mailing address through the payer portal
 - allowing customers to pay less than, or more than the balance due based on receivable type
 - updating Refund Policy description
 - updating customer service phone number

5. **Biller Portal - Reporting**

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

- a. Reports:
- b. Search Customers*
- c. Search Invoices
- d. Search Payment Transactions*
- e. Monthly Summary
- f. Registration Report*
- g. Autopay Report*
- h. Paperless Report*
- i. Data Synchronization History
- j. EFT/ACH Rejects*
- k. View Scheduled Payments*
- l. Invoice File History
- m. Import Errors
- n. Daily Payments Received*
- o. Total Outstanding Invoices
- p. Email Notification Summary
- q. Email Statistics
- r. Email Tracking
- s. Bounced Email Report
 - Email Statistics
 - Email Tracking
 - Bounced Email Report

6. **Payer Email Notifications**

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

- a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.

b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.

- First Invoice Email Notification
- Second Invoice Email Notification
- Third Invoice Email Notification
- Payment Transaction Receipt
- Declined Auto Pay Transaction
- Late Fee Email Notification
- Declined Scheduled Payment Notification
- Registered Customer Welcome Email
- AutoPay Registration Notification
- Paperless Registration Notification
- ACH Reject/Chargeback Notices (with reason codes and descriptors)
- Credit Card Expiration Notification
- Scheduled Payment Confirmation
- AutoPay Reminder Notification
- FlexPay Confirmation Notification
- Scheduled Payment Reminder
- Paperless Off Confirmation
- Online Bank Direct Payment Receipt
- Check 21 Payment Receipt
- Linked Accounts First Notice Notification
- Linked Accounts Second Notice Notification
- Linked Accounts Third Notice Notification
- AutoPay Off Confirmation
- Conveyed Customer Notification
- Multiple Registered Customers Welcome Email
- Recurring Scheduled Payment Confirmation
- Recurring Scheduled Payment Canceled

7. Business Rules

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
- b. Ability to allow payments beyond the due date - The service is designed to accommodate Biller specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. Implementation Process

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

9. Support & Training

- a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
- b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
- d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.
 - i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
 - ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
- e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
- f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
 - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.
 - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
 - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller*.

10. Marketing

Invoice Cloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. Invoice Cloud's marketing group will schedule a 1-hour conference call to

review Invoice Cloud's recommended best practices for promoting the service. Sample templates will be provided for each item and customizations can be made upon request. The marketing collateral that Invoice Cloud provides may include:

- Bill Inserts
- Newsletters
- Envelope Teasers
- Pay Button Link
- Posters with Acrylic Stands for Payment Counters
- Business card sized take-away cards with QR code
- Local cable/TV station announcement

11. CloudIVRConnect™

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

12. CloudSMSConnect™

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

13. CloudStore™

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

14. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices

- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the **City of Ukiah**, as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

City of Ukiah

Invoice Cloud, Inc.

By: _____

By: Thomas E. Griffin

Printed Name: _____

Printed Name: Thomas E. Griffin

Title: _____

Title: President

Date: _____

Date: 8/11/2021

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B: Integration Supported Features

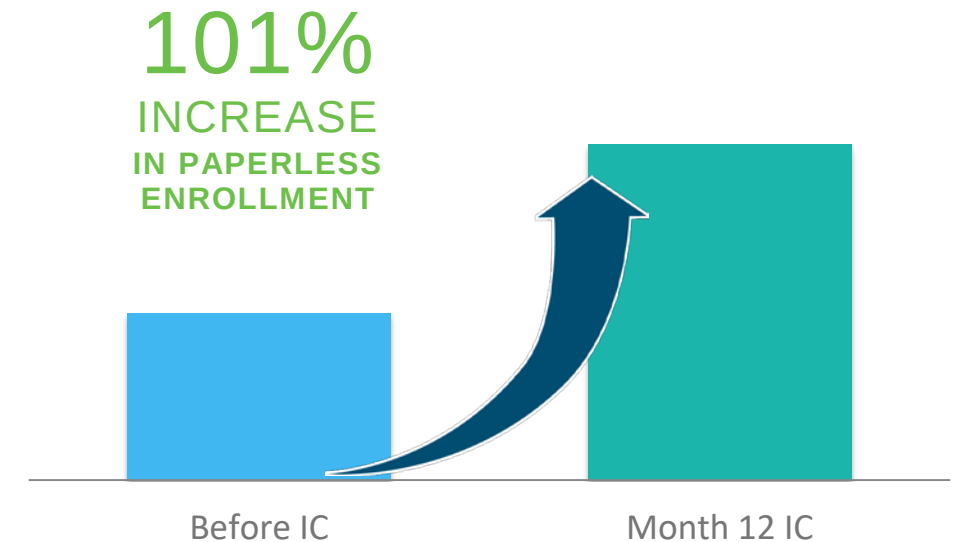
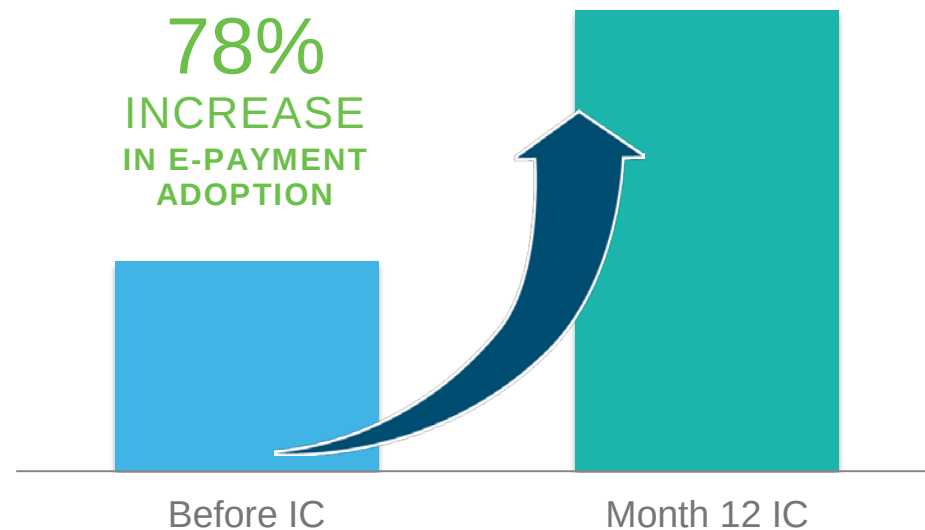
PRODUCTS	
EBPP	Supported
Invoice Types	#42 – Utility
IVR	Supported
Pay by Text	Supported
Cloud POS Connect	Supported
Cloud CSR Connect (new order/utility deposits*)	Supported
KIOSK	Supported
DATA EXCHANGE	Method
Invoices	Web Service
Payments	Data Pump
AutoPay Flags	Data Pump
Paperless Flags	Data Pump
Account Balances	RTDR
Account Linking	Web Service
Block Payment Method (Credit/ACH)	RTDR
INVOICE FILES	Frequency
IC Translates file	Each Billing Cycle
Historical Data (2 years shown online)	Near Time
	Near Time
	Near Time
	Real Time
	Near Time
	Real Time (version 3 only)
BILL PRESENTMENT	
PDF Extraction (Partial/Full)	Not Supported
Templates	Not Supported
Link to PDFs	Supported
BATCH CLOSE	
Standard or Custom	Custom
CUSTOM OPTIONS	
Single Sign-on	Supported
Branded Biller Portal	Supported
Branded Payer Portal	Supported

Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Web services installed
Firewall access granted – White listing
SSO User name & password conversion data if applicable
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

42 Paymentus clients have switched to Invoice Cloud since 2016

Average Adoption Increase Results:



City of Roseville Improves Collections and Reduces Staff Workload



Location: California



Industry: Utilities



Meters: 64,600



The Challenge

Roseville needed an EBPP platform that would easily integrate with their self-service portal to accelerate collections, reduce call center volume, and overcome:

- Outdated user experience led to low online adoption rates and customer satisfaction
- Lack of self-service functionality increased call volume for CSRs and call wait times
- Limited customer communication tools caused slower and later payments
- High costs associated with printing and mailing paper bills and outsourced lockbox services



The Solution

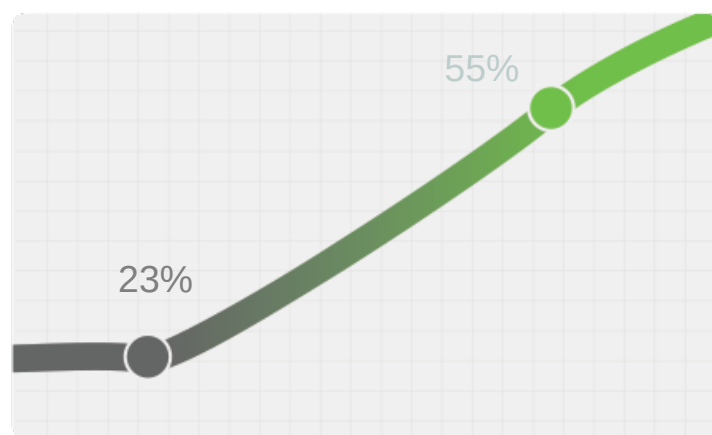
The City of Roseville chose Invoice Cloud as it provided everything they needed to:

- Simplify enrollment to provide a better user experience and drive more digital payments
- Increase customer self-service options to reduce calls and improve staff efficiencies
- Improve customer engagement and self-service registration with intelligent communications
- Decrease print and mail costs

City of Roseville Improves Collections and Reduces Staff Workload



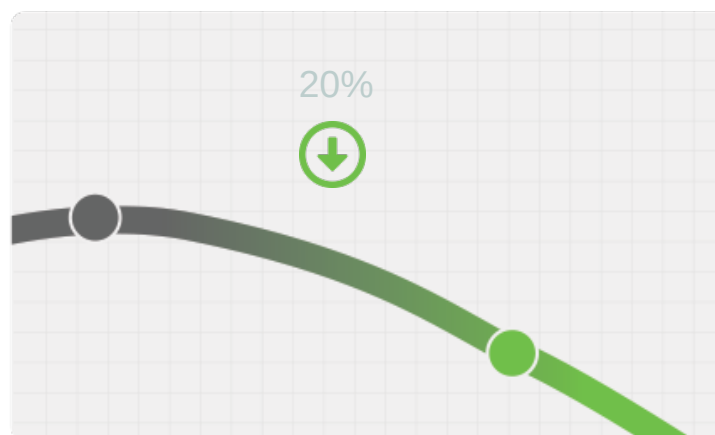
e-Payment adoption



● Previous vendor ● IC – month 11

139% INCREASE IN LESS THAN A YEAR

Call center volume



● Previous vendor ● IC

20% REDUCTION YEAR OVER YEAR WITH INVOICE CLOUD

After 11 Months Live:

139%

e-payment growth

62%

Increase in customer self-service enrollment

24%

Of customers enrolled in paperless billing

20%

Signed up for AutoPay

Innovating the Customer Experience

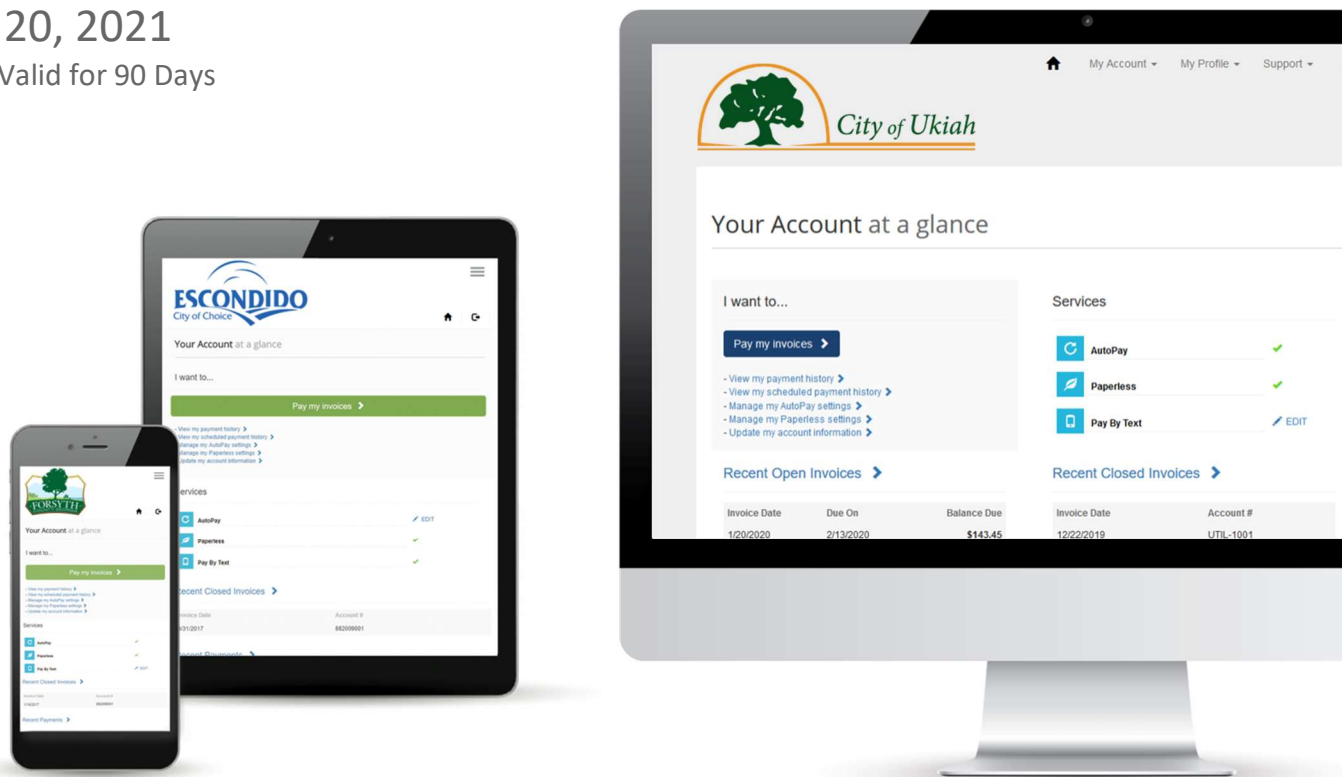
Customer Engagement, Electronic Bill Presentment, & Electronic Bill Payment

PRESENTED TO:

City of Ukiah

April 20, 2021

Pricing Valid for 90 Days



InvoiceCloud®

Camden Crowell

Account Executive

30 Braintree Hill Office Park, Suite 303

Braintree, MA 02184

6034898251

www.invoicecloud.com

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This proposal contains confidential and proprietary information to help the recipient select the most qualified vendor with the best technical solution at the best value. Should any outside party request a copy of this proposal, Invoice Cloud asks that you please either (a) redact any sections marked Proprietary/ Confidential or (b) contact us for a redacted electronic version.

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1 Introduction

Invoice Cloud has provided clients the easy-to-use payment experience that consumers expect based on doing online business with Fortune 100 companies, such as American Express, Geico, Capital One, or Amazon.com. Payers do not ‘forgive’ a smaller organization’s online experience due to fewer resources; they expect everything to be simple and instantaneous. For Invoice Cloud, platform design is paramount to delivering the best results for our clients and your customers; just adding payment channels has limited usefulness. We design our payment channels to significantly increase self-service and e-bill adoption while simultaneously reducing payment-related calls to your customer service team and agents.

Invoice Cloud (IC) by the Numbers

- **Founded** in 2009
 - **130+** different software integrations
 - **2,100+** municipal and utility clients in all 50 states
 - **\$13B+** processed payments in 2019 (roughly **45M** payments)
 - **119%** average online payment adoption increase in the first year of service
 - **2.8x** average paperless billing adoption
 - **99.9%** system up-time
 - **PCI Level 1** and **SSAE 18** (SOC 1 and 2) certified for online payment security
 - **98%** client retention rate
-

To achieve these results for our clients, Invoice Cloud focuses on 4 core competencies: the **4Cs of Effective Electronic Bill Presentment and Payment**.

1. **Cloud:** The application is true SaaS, so our clients never have to do upgrades or updates.
2. **Connect:** Our implementation and integration methodology is best in class, making it simple to install for our clients so they can reap the benefits in 90 - 120 days after signing.
3. **Convert:** The design of the payment channels – how easy it is to enroll in the self-service options, and how easy it is to pay through them – is how Invoice Cloud achieves the industry’s best e-adoption rates.
4. **Communicate:** Our intelligent communications engine with event-based reminders (text, e-mail, phone) sent only to payers who have yet to act. This automates communication between you and your customers, drives down call center volume, and increases conversion to self-service.

Invoice Cloud’s focus in these 4 areas has resulted in our average client achieving a 119% increase in e-payments and a 2.8X increase in paperless enrollment in year 1 – while also seeing a more than 40% reduction in payment related CSR calls.

Table 1. City of Ukiah Proposal Goals and Objectives

Goals & Objectives	Invoice Cloud
1. Future proof your customer experience with a true Software-as-a-Service EBPP platform . Stay ahead of payment and engagement technology with a SaaS partner.	✓
2. Provide a tight integration that will eliminate manual tasks related to Reporting, Shut-Off, Online Bank Payments, saving time, effort, and frustrations for your CSR staff.	✓
3. Provide CSR staff with detailed reporting on payments and email statistics – easily change/remove emails, block payments methods (supported by web services), track email notification bounce back and click-through status.	✓
4. Improve customer communications by sending out automated, event-driven email and text reminders and notifications (all sent by Invoice Cloud on behalf of the City of Ukiah).	✓
5. Implement a customer engagement, e-billing and payment solution that will expand your payment options for Payers, significantly increasing the number of customers adopting paperless and electronic payments.	✓
6. Implement a paperless program proven to be the most effective in the U.S. – with many built in features that automatically encourages payers to enroll in paperless, without any effort needed by the utility. Maximizing ‘paperless’ enrollments will maximize print/mail cost savings for the City of Ukiah.	✓
7. Reduce inbound phone calls for payment and website related assistance and complaints, making CSRs more efficient and improving the CSR employee’s experience.	✓
8. Provide customers with an enhanced ‘One Time Payment’ (41% of people prefer this way to pay) that allows customers to still see 24 months of bill history without logging in, enroll in ‘paperless,’ sign up for text or e-mail reminders, and pay via Credit Card or ACH (this is a huge factor in increasing e-adoption).	✓
9. Adding an easy to enroll Autopay to drive more self service and less manual efforts in the office. Reduce steps for customer and staff to enroll in Autopay. 100% self-service enrollment, requiring no registration by the customer or action by the biller. Securely store and tokenize all payment data using our double encryption methodology.	✓

1.1 Our 4Cs Approach

Invoice Cloud delivers a simple, out-of-the box solution with a partnered integration with your billing system, quick and easy implementation, and a proven interface that increases **e-adoption: the measure of how many customers use a billing and payment solution**. E-adoption is the only metric that can demonstrate which solution customers prefer, and **Invoice Cloud provides the industry's highest average e-adoption increase of 119% and 2.8x more paperless enrollments in the first year of service alone**. This e-adoption only grows year-over-year as we improve our true SaaS solution on your behalf. Higher e-adoption means our system is easier to use, has the most comprehensive set of features for flexibility, and has the best interface and marketing techniques to drive usage (**Figure 1**).

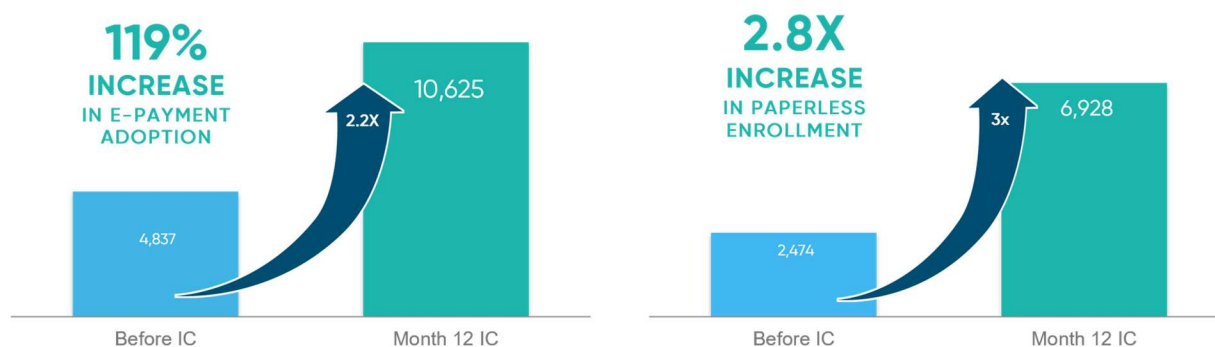


Figure 1. Invoice Cloud's Average First Year Adoption Increases. *Our clients typically see their e-payment adoption and paperless enrollments double in only one year after switching to Invoice Cloud.*

As more of your customers use our platform and switch to paperless billing, AutoPay, and other features of our solution, the City of Ukiah saves time and money, having more of both to pursue other business ventures. There is a significant cost to handling paper bills and physical payment instruments (i.e., cash and checks). But you also save operational costs when more customers automatically pay their bills on time every month, spending less on collection efforts, extra communication, and shutoffs.

The City of Ukiah can expect similar (or better!) e-adoption through Invoice Cloud's 4 Cs of a successful EBPP.

1.1.1 Cloud

Continually add new payment options, communications methods, and increased security through True SaaS updates: Invoice Cloud simplifies payment processor management by shouldering nearly all IT processes and upgrades on your behalf. We keep our system up to date through true SaaS delivery of new features and security updates. With IC's true SaaS

platform, the biller always receives access to all new features as we release them, no updates or patches required (**Figure 2**).

When we release a new enhancement, we update a single instance of our platform and then give each biller the opportunity to opt in through remote activation.

True SaaS means that your customers log into the latest, greatest, and most secure version of our payment portal every time they pay their electric bill. For example: when Invoice Cloud added the option to pay with and save mobile wallet payment methods like Apple Pay and Google Pay, all 2,100+ IC clients received this ability the day of release (**Figure 3**).

Single Instance, Multi-Tenant,
Software as a Service (SaaS)

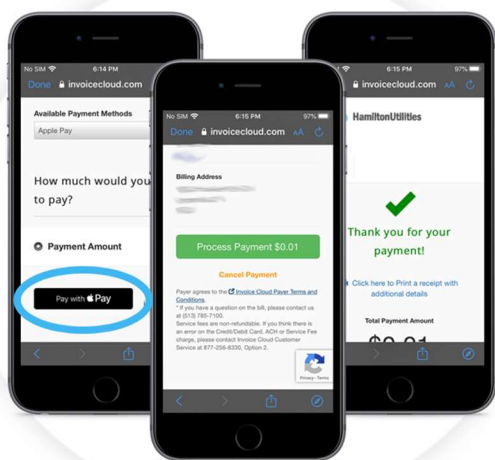


No need to upload patches and upgrades
to each individual client site, which drives
service levels and delivery of new features!



Figure 2. IC's Single Instance, Multi-Tenant SaaS Platform. IC updates a single stack of code, and all clients receive enhancements immediately without uploading patches or upgrades.

Apple Pay



Google Pay

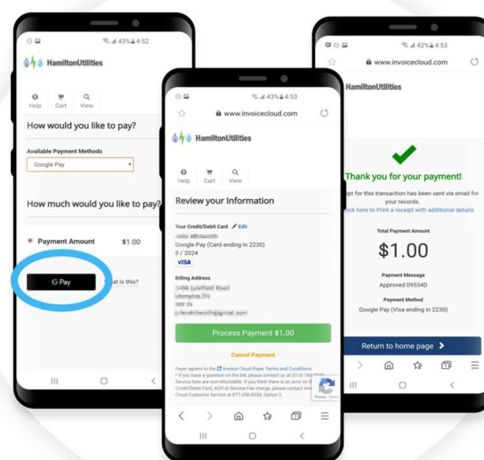


Figure 3. Mobile wallet simplifies the customer experience to make paying easier than ever. Automatic true SaaS updates delivered secure, fast payments through Apple Pay and Google Pay to 100% of our clients on the day of release.

1.1.2 Connect

Receive payments faster and always present the latest balance through Invoice Cloud's integration to your billing system(s): Our platform reflects the data in your core billing/CIS software via a deep integration, reducing administrative work for staff and sending intelligent communications to drive customer self-service. Invoice Cloud has developed more than 130 seamless integrations, leveraging batch, real-time and single sign-on (SSO) with our growing list of partners and supported integrations (**Figure 4**).

We apply our integration experience to perform 70%+ of the implementation effort on our billers' behalf in 90 - 120 business days. We transparently keep our clients apprised throughout implementation by updating our shared Smartsheets dashboard (**Figure 5**).

Invoice Cloud can also embed our EBPP service into third-party portals through iframes, creating a seamless experience for the payer that matches the style, color schemes, and branding of an existing portal (**Figure 6**). Clicking on link like AutoPay, Paperless, or Account History opens those Invoice Cloud screens within the same platform.

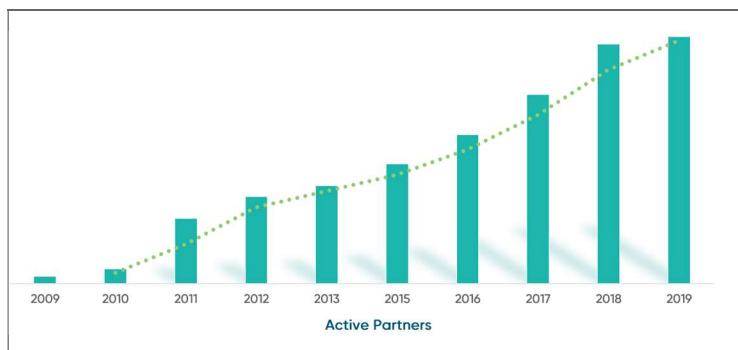


Figure 4. Invoice Cloud's Year-over-year Increase in Partners. *More third-party vendors choose to partner with us after integrating our platforms.*

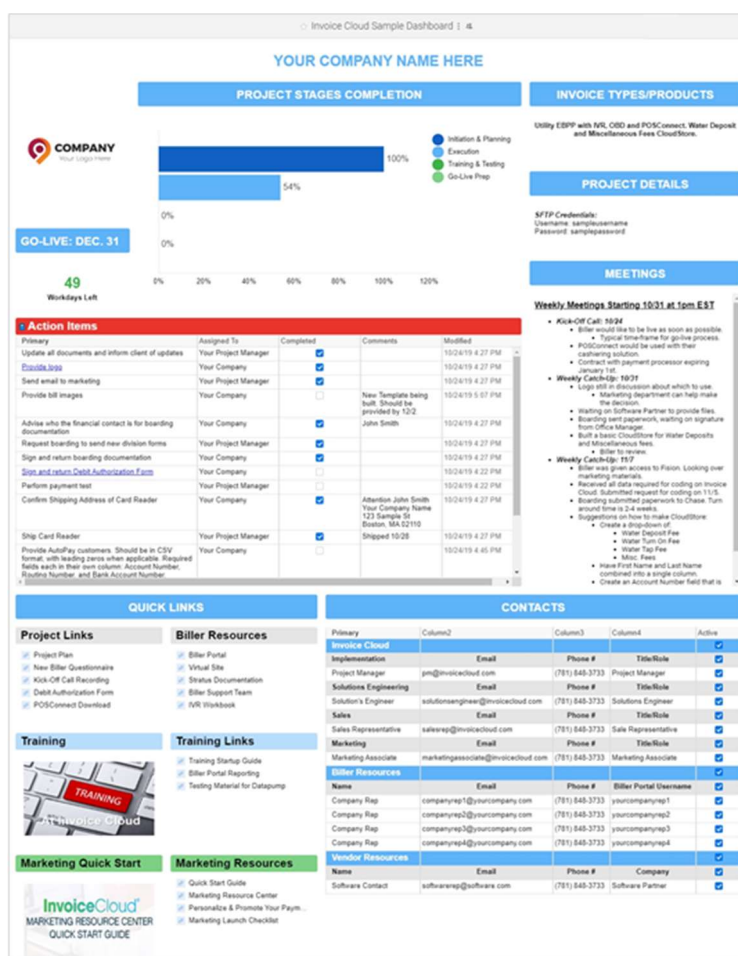


Figure 5. Invoice Cloud Implementation Tracking in Smartsheets. *See which key personnel are responsible for each technical aspect of implementation and track day-to-day progress.*

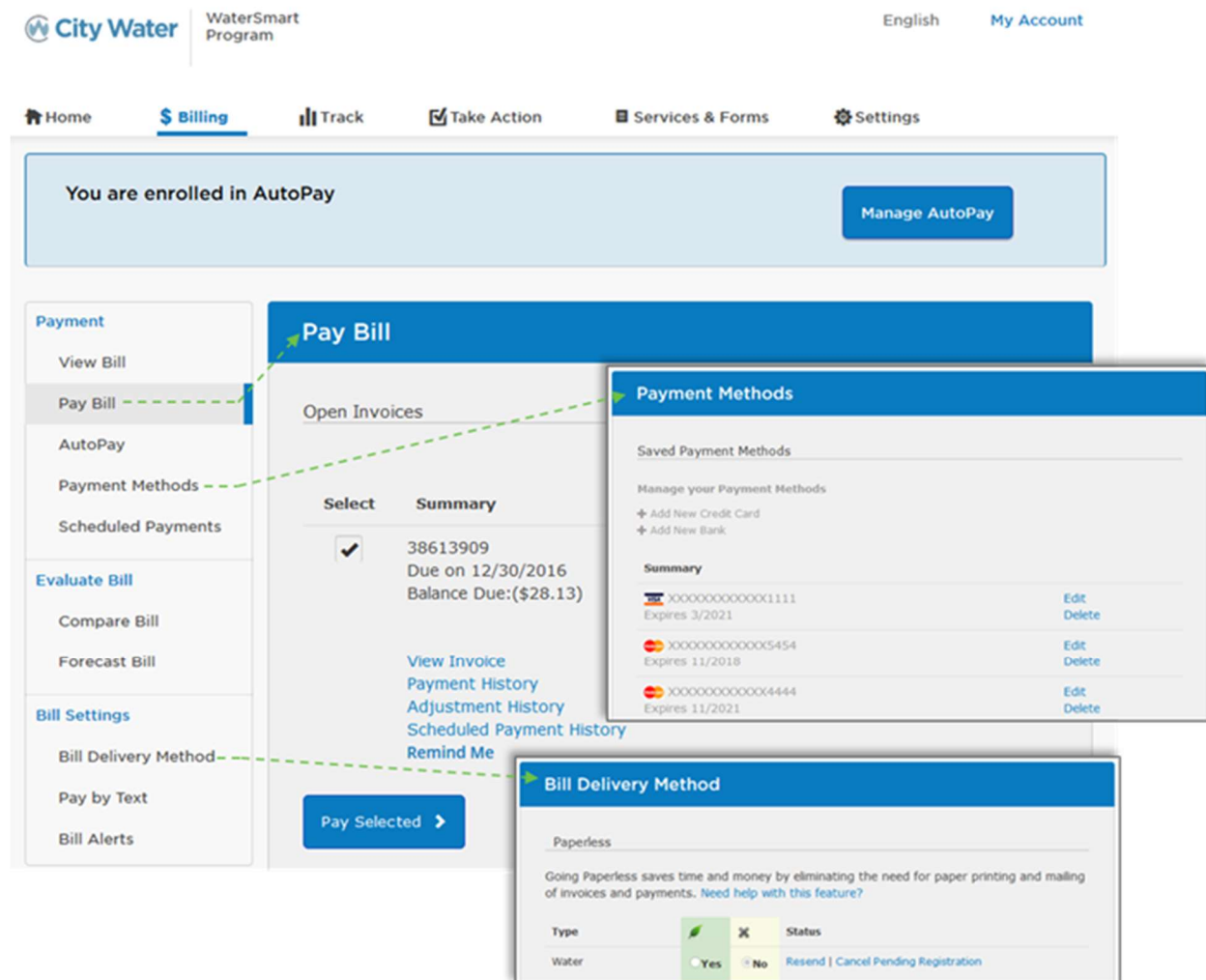


Figure 6. Example of an Iframe-embedded SSO with One of Many Third-Party Portal Solutions. SSO automatically logs customers into both third-party portals and IC as one completely seamless and secure payment experience.

1.1.3 Convert

Increase operation savings in both time and money through streamlined customer self-

service: The purpose of an EBPP platform is to drive conversion to self-service e-payments and decrease customer calls. The ease of enrollment of the payment/reminder options, as well as the ease of paying through the various channels determines the number of payers who will use them. Invoice Cloud designed our payment process to engage customers at existing contact points to present opportunities to self-service enroll in payment services and reminders (**Figure 7** and **Figure 8**). We also provide tools to CSRs in our Biller Portal that help retrain customer behavior towards self-service, like sending direct links to their payment via text message. As more of your customers use Invoice Cloud to manage paperless billing, AutoPay, text, and more, you save money and can spend time on more important tasks than manual collections.

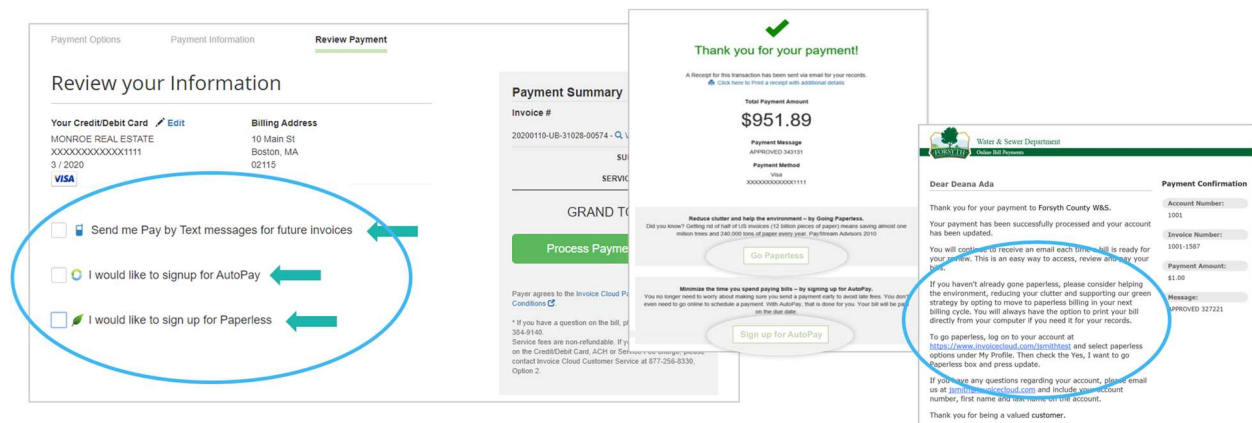


Figure 7. Enrolling in Pay by Text, AutoPay, and Paperless Without Leaving the Payment Process. Customers can enroll mid-payment process, at the very end, and from their confirmation email.

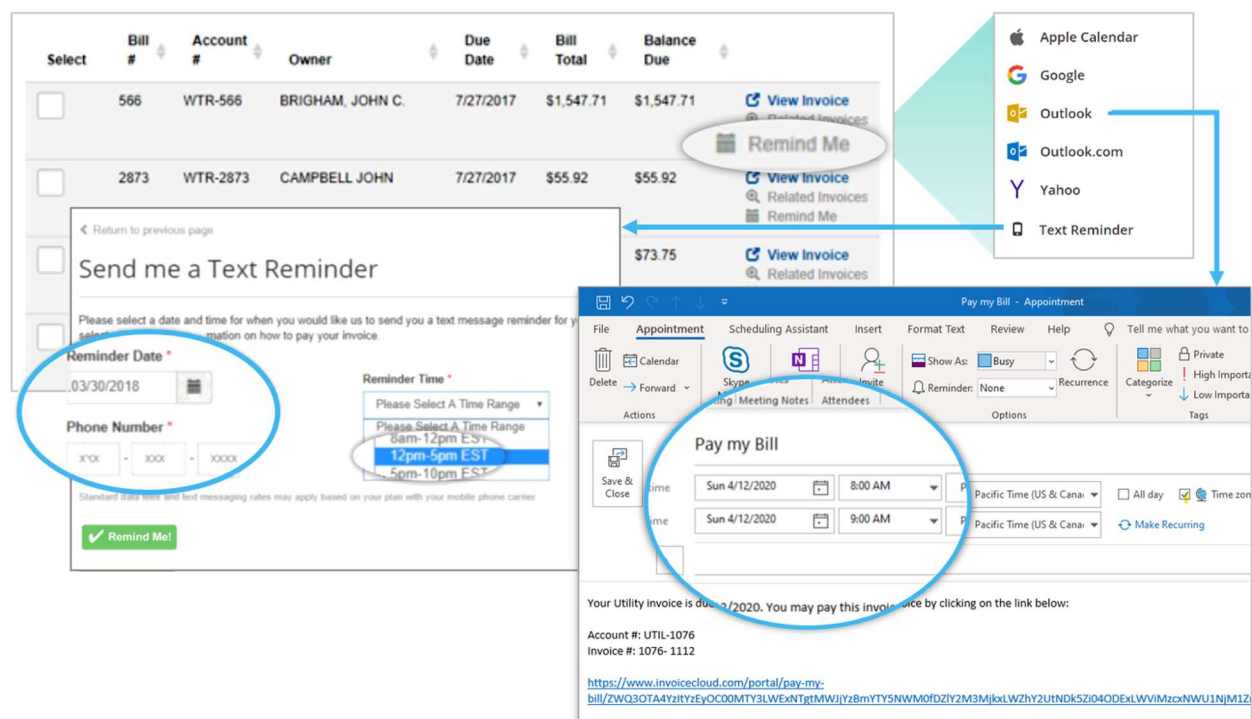


Figure 8. Creating Calendar and SMS Text Reminders Without Leaving the Payment Process. Customers can set events in most popular calendar applications, like Apple and MS Outlook, or schedule one-time text reminders.

1.1.4 Communicate

Improve customer engagement and satisfaction through Invoice Cloud's simple, consistent interface and communications: The effectiveness of the automated communication engine with payers determines if an EBPP platform will drive more self-service and decrease customer phone calls. Invoice Cloud helps clients reduce operational costs and customer calls through our consistent customer experience across our omnichannel payment and communication features

(Figure 9). We engage more customers through targeted, automated messaging and self-service so that they help themselves, paying their bills on time without calling or walking into your office.

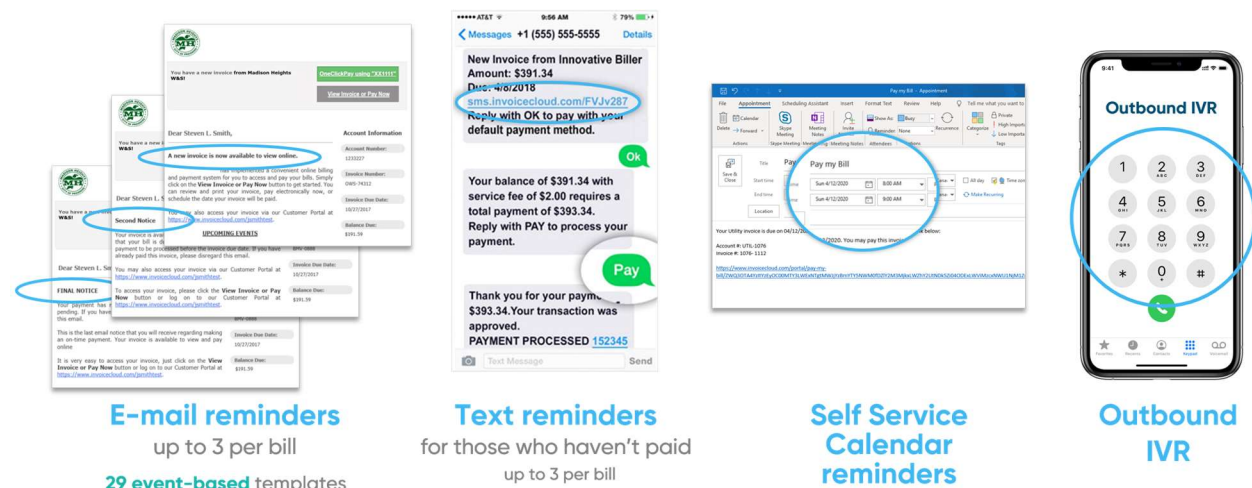


Figure 9. Invoice Cloud's Customer Engagement Platform Options. We help billers more effectively engage payers through the communications channels that customers prefer.

1.2 Case Studies

We provide examples of how we apply our 4Cs approach to help our more than 2,100 clients save time and money by converting their customers to self-service electronic payments and paperless billing. The following case studies are typical of our clients' experiences after switching to Invoice Cloud.

1.2.1 City of Escondido, CA

To meet PCI compliance requirements, the City of Escondido decided to move its online payment processing to a third-party vendor. Unfortunately, the system that was implemented created challenges for the City and its citizens through a difficult user experience, lack of convenient payment options and lack of real-time integration, among other issues. After switching to Invoice Cloud, Escondido has achieved PCI Level 1 compliance and increased e-adoption (Figure 10).

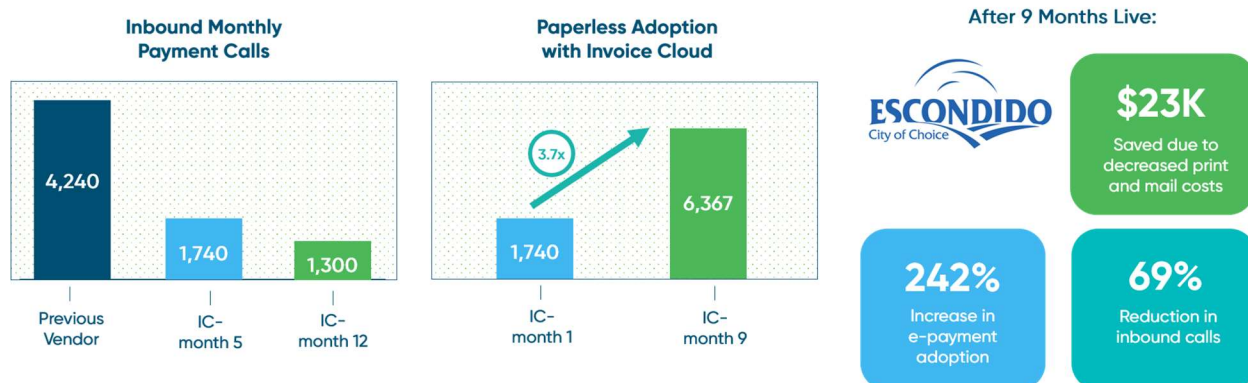


Figure 10. City of Escondido's Savings in Time and Money through Invoice Cloud's Customer Engagement. In only 9 months, the City increased e-adoption by more than 200% and more than tripled their paperless enrollments. More than half of all City bills are paid electronically, 21% without printing and mailing a paper bill.

1.2.2 Arlington Water, TX

Increasing water rates were becoming a major issue for Arlington Water Utilities customers. To combat these rate hikes, Arlington needed to find a creative way to increase revenue and decrease costs without raising rates. The utility faced billing challenges, including rising credit card processing fees, print and mail costs, and calls and walk-ins. After switching to Invoice Cloud, Arlington increased revenue and cut costs through higher e-adoption (**Figure 11**).

"We feared a major reduction in digital payments due to implementing a convenience fee. We were pleased to see, despite adding the fee, with the Invoice Cloud platform, we reached our previous adoption levels in less than three months and continue to see growth in adoption well above previous levels."

Matt Peters

Water Utilities Department, City of Arlington

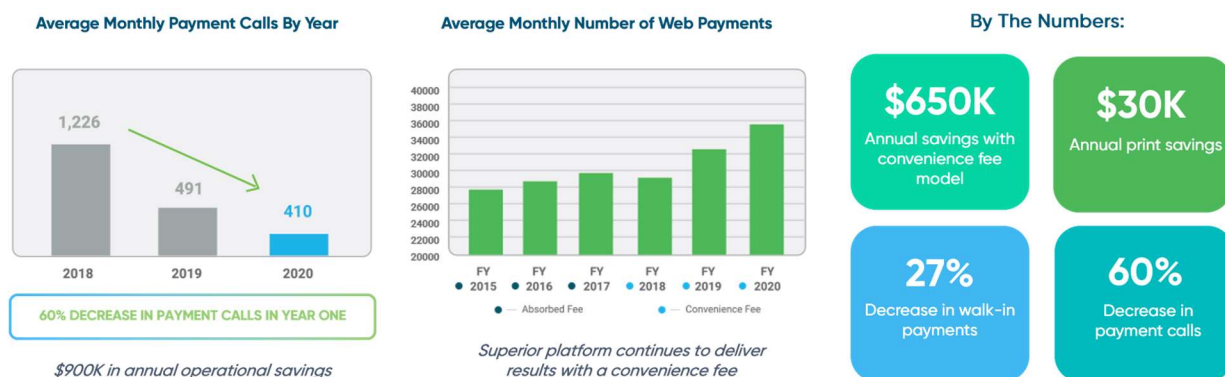


Figure 11. The City of Arlington's Savings in Time and Money by Increasing Customer Engagement through Invoice Cloud. More City customers use Invoice Cloud to pay electronically every year rather than pay through the mail or over the phone, even with new convenience fees.

2 Product Overview

Invoice Cloud provides a secure, private, and third-party certified Payment Card Industry (PCI) Level 1 Compliant-solution to electronically present bills from your billing system and accept payments using all major credit and debit card brands, including Visa, MasterCard, Discover, and American Express, as well as eChecks and digital wallet methods like Apple Pay or Google Pay. We are responsible for the security of all cardholder data in the IC system, relieving our billers of all online PCI requirements.

Invoice Cloud recognizes that everyone uses the internet and, more importantly, pays their bills differently. We provide the means to securely access billing data and pay using all credit, debit, ACH, and digital wallet methods across our entire omnichannel customer engagement platform (**Figure 12**).

We achieve the highest e-adoption rates by providing a consistent interface across fully integrated extensive web and mobile payment options, so that customers can easily learn and use the best self-service options based on their own preferences, including those described in the following subsections.



Figure 12. IC's Communications Engine and Diverse Payment Options Reaches More Payers. Save time and money by engaging customers to pay bills without calling, walking into, or mailing physical checks to offices.

2.1 One-time Payments

Invoice Cloud provides the most robust one-time payment system in the industry.

Registered and unregistered customers can fill a shopping cart with related payments and pay in three or fewer steps, during which we provide multiple opportunities and incentives to register, link a phone number or email address to their accounts for text and email notifications, go paperless, or enroll in AutoPay.

Higher E-adoption through One-Time Payments

41% of online payers use one-time payment channels. Most of these customers do not go online with the intent of signing up for these additional services. *Invoice Cloud maximizes enrollment (and, thus, print/mail cost savings) by presenting enrollment options as part of the one-time payment process.*

Invoice Cloud makes it easy for customers to pay their bills, whether registered or not, through our platform. Customers make one-time payments without logging in to our Customer Portal, which they can access directly from email or text notifications or through your web site. Once in the Customer Portal landing page, the customer can look up their bill using criteria dictated by the biller, such as their Account Number or Service Address (**Figure 13**). They can also view an exact PDF of their invoice, set calendar reminders, and build a shopping cart to pay for any invoice types offered by the biller.

IC provides a robust Shopping Cart experience: payers can add multiple invoices from multiple billing departments to their cart, even from disparate billing systems, and pay them all in a single transaction (**Figure 14**). IC also maintains line items for each invoice against the total balance, depositing each to different bank accounts per your business rules.

The screenshot displays the City of Ukiah Invoice Cloud interface. At the top, there are links for 'Sign In', 'Register', and 'Contact Us'. The main heading is 'Pay or View Bills'. Below this, a section titled 'Pay online with One Time Pay, no registration required.' features a 'Pay Now' button. To the right, a 'Please Locate Your Account' form is shown, with fields for 'Account Number (optional)' and 'Last Name (optional)'. Below these fields is a 'Search Invoices' button. To the right of the search form, a 'Search Results' table is displayed, showing a list of invoices with columns for 'Select', 'Bill #', 'Account #', 'Owner', 'Due Date', 'Bill Total', and 'Balance Due'. The first row shows a selected invoice with Bill # WH20-0444, Account # 999-88-7777, Owner Smith, Steven, Due Date 6/30/2018, Bill Total \$500.13, and Balance Due \$746.20. To the right of the table, there are links for 'View Invoice', 'Related Invoices', and 'Remind Me'. At the bottom of the search results, there are buttons for '+ Add selected invoices to your cart' and 'Register Selected Invoices'.

Please review your cart

Please confirm your selections below. Click on Proceed to Checkout when you are ready to pay.

Type - Water

Type	Account #	Invoice #	Due Date	Balance Due	Options
Water	999-88-7777	WH20-0444	6/30/2018	\$746.20	View Invoice Remove from Cart

Select an item to pay

Utility > Property Taxes >

Close

Subtotal (1 Items) \$746.20
Not including any applicable service fees.

[Proceed to Checkout](#)

Additional Options

[I want to Register this Account](#)

[I want to find more invoices](#)

Figure 14. One-Time Payer Adding Multiple Invoices to their Cart. One-time payers can control their payment options at any point of purchase, increasing the likelihood of e-adoption.

We provide a simple, intuitive payment process with proven timesavers, like auto-filling name and address fields from their invoice, and automatically presenting other outstanding bills for the payer to pay (if applicable). We make it easier to pay from mobile devices, reduce rejects and chargebacks, and protect the biller from payments with flagged accounts for fraudulent activity. We also embed proven e-adoption increasing features into our payment process, like AutoPay, paperless, and Pay by Text enrollment and registration for flexible payment options (**Figure 15**).

Streamline the Payment Process for Higher E-adoption

- Limit customer keystrokes by pre-populating name and address fields from the invoice
- Auto-enroll customers into email reminders by requiring an email address for their receipt
- Eliminate submittal of invalid payment methods by authorizing card and ACH routing information as entered
- Increase AutoPay, Paperless, and Pay by Text enrollment by providing opportunities to self-service apply payment information

Payment Options
Payment Information
Review Payment

Review your Information

Your Credit/Debit Card [Edit](#)
John Q. Customer
XXXXXXXXXXXX1111
12 / 2019

Billing Address
1 North Main St.
Memphis, TN
38103
training@invoicecloud.com

☒ I would like to signup for AutoPay

Save trees, checks, stamps, and time. Sign up for AutoPay and pay statements automatically on their AutoPay collection date. AutoPay will automatically pay invoices on their due date using your default payment method. AutoPay will send you an email confirmation of your transaction as each statement is paid, automatically.

Your Credit/Debit Card ending in 1111 will be used to pay your invoices via AutoPay.

Policy	Email Address	Go AutoPay?
ZHANG AI H	training@invoicecloud.com	☒ Testing mv

☐ Send me Pay by Text messages for future invoices

☐ I would like to sign up for Paperless

Payment Summary

Policy #	Amount
2018030055522-1 - View	\$186.07
2018030055523-1 - View	\$234.43
2018030055524-1 - View	\$265.89
2018030055525-1 - View	\$295.49
SUBTOTAL	\$981.88
SERVICE FEE *	+ \$1.00
GRAND TOTAL	\$982.88

Payer agrees to the Invoice Cloud Payer Terms and Conditions [View](#)

* If you have a question on the bill, please contact us at (360) 538-6393.
Service fees are non-refundable. If you think there is an error on the Credit/Debit Card, ACH or Service Fee charge, please contact Invoice Cloud Customer Service at 877-256-8330, Option 2.

Figure 15. Review Payment. One-time payers can forgo traditional registration while opting into paperless billing by email or text or even AutoPay. This is how we achieve our e-adoption rates.

2.2 Registering for Faster and More Convenient Payments

Invoice Cloud provides a Customer Portal for customers who want to register and take advantage of additional self-service options. Payers can self-service manage their bill pay settings, review their billing and payment history, and change their settings for AutoPay/paperless billing/Pay by Text; additionally, payers can link multiple accounts to their profile, schedule single payments, set-up recurring payments, and save new payment methods (i.e., credit/debit cards, digital wallet methods, and bank accounts for ACH). (Figure 16).

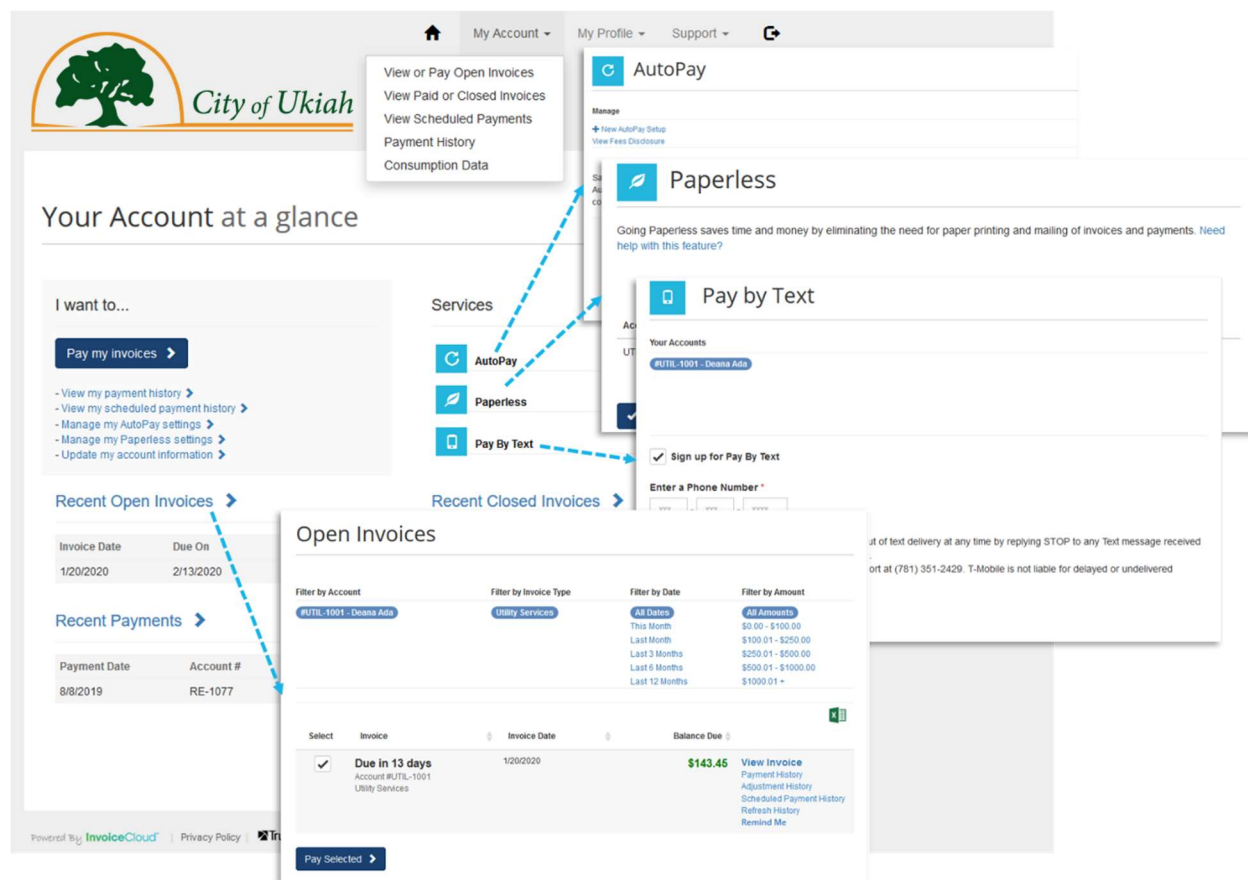


Figure 16. Customer Portal for a Registered Account. Invoice Cloud provides redundant interface options to help any user update and add services to their profile, no matter how they typically use the internet.

2.3 Flexible Payment Options

Invoice Cloud provides several options to help each payer pay their bill on time when it best suits their budget.

2.3.1 Scheduled Payments

Registered customers can schedule a one-time future payment using Scheduled Payments in their Customer Portal account (**Figure 17**). They may schedule more than one payment at a time. We configure the Customer Portal to only allow selections that meet your business rules, like last permissible date for payment and minimum payment amount.

Figure 17. Scheduled Payment Options. Customers can future-date a payment to avoid running out of funds.

2.3.2 Recurring Scheduled Payments

Registered customers can self-service set recurring scheduled payments to pay a certain amount the same day every month (**Figure 18**).

Figure 18. Scheduling Recurring Payments. Customers can schedule and pause a recurring payment for any day of the month.

2.3.3 AutoPay

Any customer—registered or not—can automatically pay their full invoice amount, on the day it is due, through AutoPay. This is critical for utility bills, where balances are based on consumption, and ensures that, if a customer makes partial payments or simply wants the convenience of paying their bills on time, every time, any remaining balance is always automatically paid when due.

Enrollment is 100% self-service either from our one-time payment (which typically doubles AutoPay enrollment for new clients) or from the registered payer's Customer Portal account (**Figure 19**).

Invoice Cloud improves on the AutoPay offered by other vendors

- 100% self-service enrollment, requiring no registration by the customer or action by the biller.
- Securely store and tokenize all payment data using our double encryption methodology.
- Prevent over- and under-payments by always applying the latest balance on the AutoPay due date through real-time data refreshes.
- Provide peace of mind and opportunity to change AutoPay settings prior to payment through automated email reminders.
- Reduce rejects--and shut-offs and late fees--through automated ACH reject email notifications within seconds of AutoPay payment

Edit AutoPay Setup

Registering for AutoPay will void any prior scheduled payments. In order to prevent duplicate transactions, any scheduled payments which are pending for this account will be cancelled. AutoPay will then pay invoices on their due date using your default payment method.

Select an Account *

#UTIL-1001 - Deana Ada

Invoice Type *

Utility Services

Use this payment method *

Please select a Payment Method

AutoPay Status *

☐ Yes, put me on AutoPay

☒ No, I do not want AutoPay

Figure 19. AutoPay Setup. Customers can set and forget AutoPay, always paying their full balance on time.

2.3.4 FlexPay

Registered customers can create their own payment schedule within a billing cycle through IC's FlexPay, making any number of payments before a payment is due. Customers choose the first and last payment dates and then number of payments. IC generates a corresponding number of payment fields so that the customer can set the exact date and amount for each (**Figure 20**).

The screenshot displays the 'Payment Information' tab of the FlexPay setup interface. It includes a 'Schedule your FlexPay payments' section with input fields for the first payment date (04/05/2018), last payment date (05/10/2018), and number of payments (3). A 'Create Schedule' button is at the bottom. A 'Payment Summary' box on the right shows an invoice total of \$80.00. A 'Confirm your FlexPay Schedule' modal is overlaid, showing three payment entries for invoice OWS-74312, each with a payment amount of \$15.45 and a service fee of \$1.00, totaling \$16.45 per payment.

Invoice #	Amount
14142782652369 - View	\$80.00
SUBTOTAL	\$80.00

Payment Date	Invoice	Payment Amount	Service Fee	Total
09/19/2017	OWS-74312	\$ 15.45	\$1.00	\$16.45
10/10/2017	OWS-74312	\$ 15.45	\$1.00	\$16.45
10/31/2017	OWS-74312	\$ 15.45	\$1.00	\$16.45

Figure 20. FlexPay Setup. Customers can future-date multiple payments to avoid running out of funds.

2.4 Mobile Optimized Payments

Invoice Cloud's Customer Portal is device- and browser-agnostic, working on any mobile device using Google Chrome, Apple Safari, Mozilla Firefox, or Microsoft Internet Explorer or Edge

browsers. We designed our Customer Portal to be mobile responsive, meaning it changes based on the size of screen it loads on to be readable and maintain all user functionality (**Figure 21**).

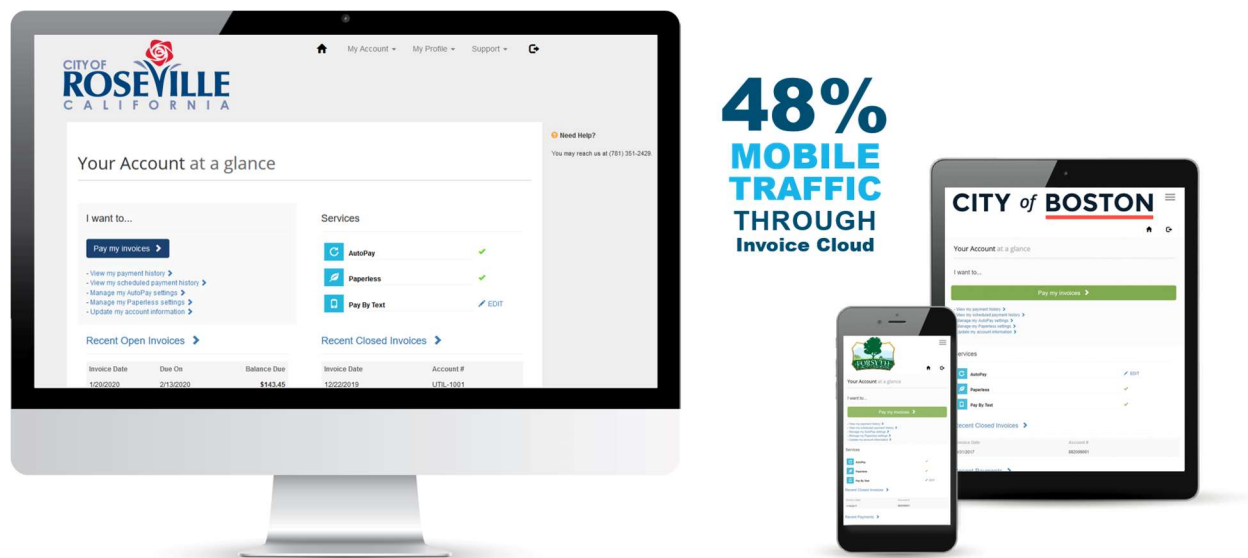


Figure 21. Mobile Responsive Site Design Delivers the Best Invoice Cloud and Device Functionality. *Payers can find and pay their bill on any smart device and use mobile wallets like Apple Pay and Google Pay.*

2.5 Pay by Text

Customers receive a text notification with a direct link to their payment in our mobile optimized site – no login or reauthentication required. Or, if registered with Invoice Cloud, they can pay by simply replying to the text alert (**Figure 22**).

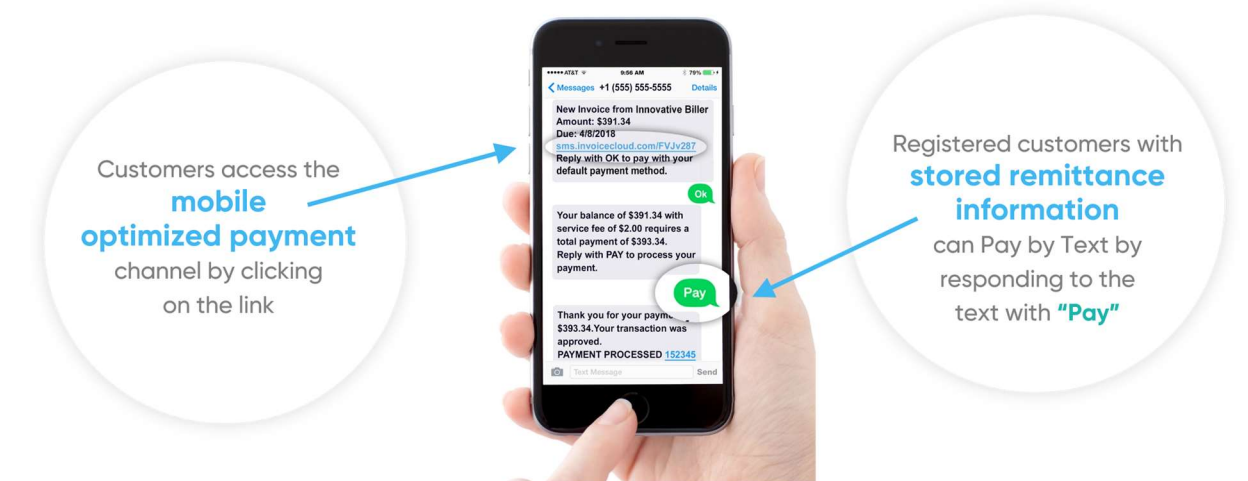


Figure 22. Pay by Text Reminders Engage Mobile Customers. *Quickly pay your bill either by SMS text or in the web browser of your choice.*

2.6 Donations

Customers can add a donation to the charity of the biller's choice during our simple, three-step payment process. Clients can advertise their charity in the payment route, and customers can either round up, donate a flat amount, or enter a custom amount (**Figure 23**).

The screenshot shows a payment interface with three tabs: "Payment Options", "Payment Information", and "Review Payment". Under "Payment Options", there's a heading "Would you like to make a donation today?". Below this, there are two charity options, each with a checkbox and a "Tell me more" link. The first charity is Habitat for Humanity, with options: "Round up bill total (\$0.84)", "Donate \$2.00", and "Donate other amount". The second charity is St. Jude Children's Research Hospital, with options: "Round up bill total (\$0.84)", "Donate \$2.00", and "Donate other amount" with a text input field containing "\$ 10.00". A note at the bottom states "A minimum amount of \$0.01 is required." and a "REQUIREMENTS" link is visible.

Figure 23. Adding a Donation to their Cart. Customers can easily donate to your preferred cause(s) without exiting the payment process.

2.7 One-stop Shop for All Services

Invoice Cloud's scalability through True SaaS configuration makes it easy to unify both recurring invoiced and one-off, non-invoiced payments in one single billing and payment solution. We configure invoice types for any payment your customers need, whether utility or tax bill or other services like permits and fees, so that each invoice type behaves in accordance with your business rules. Each invoice type can have its own integrated billing system, fee model, depository bank, and more.

2.7.1 Cloud Store

Cloud Store allows billers to accept payments for non-invoiced services, such as permits, licenses, membership fees, etc. (**Figure 24**). We work with our clients to define the required fields, fees, and data entry form to accept payment and provide the right information back to you. Cloud Store works with Shopping Cart, so customers can pay more than one invoice in a single checkout process.

The screenshot shows a form titled "Police Alarms" for the "Chandler Police Department Alarm Unit (480) 782-4201". It includes a note: "Please fill out all the required fields that are denoted with an asterisk. Click for more information." The form has several input fields: "Account Number", "Customer Name", "Business Name", "Phone Number", "Invoice Number", "Account Address", "Contact Name", and "Email Address". There is a "Payment Description" field. Below these is a "Store Items" section with a dropdown menu "Select an item". At the bottom, there is a "Shopping List" table and an "Items Summary" table.

Item Name	Amount	Unit Price
False Alarm Fee	1	\$85.00

Item Name	Amount
False Alarm Fee	\$85.00
Subtotal	\$85.00

A "Review Your Information" button is located at the bottom right of the form.

Figure 24. Example of a Cloud Store. Quickly and painlessly add new, non-invoiced payments including all data needed.

2.7.2 Cloud Payment

Cloud Payment integrates Invoice Cloud with third-party systems for one-time non-invoiced items, like parking or permit systems, to securely process payments during the mid-application. IC takes the data from the third-party system to generate an invoice on-the-fly, processing the payment in our own Customer Portal (**Figure 25**). Once payment is complete, IC sends confirmation back to the third-party system, and the customer can complete their application.

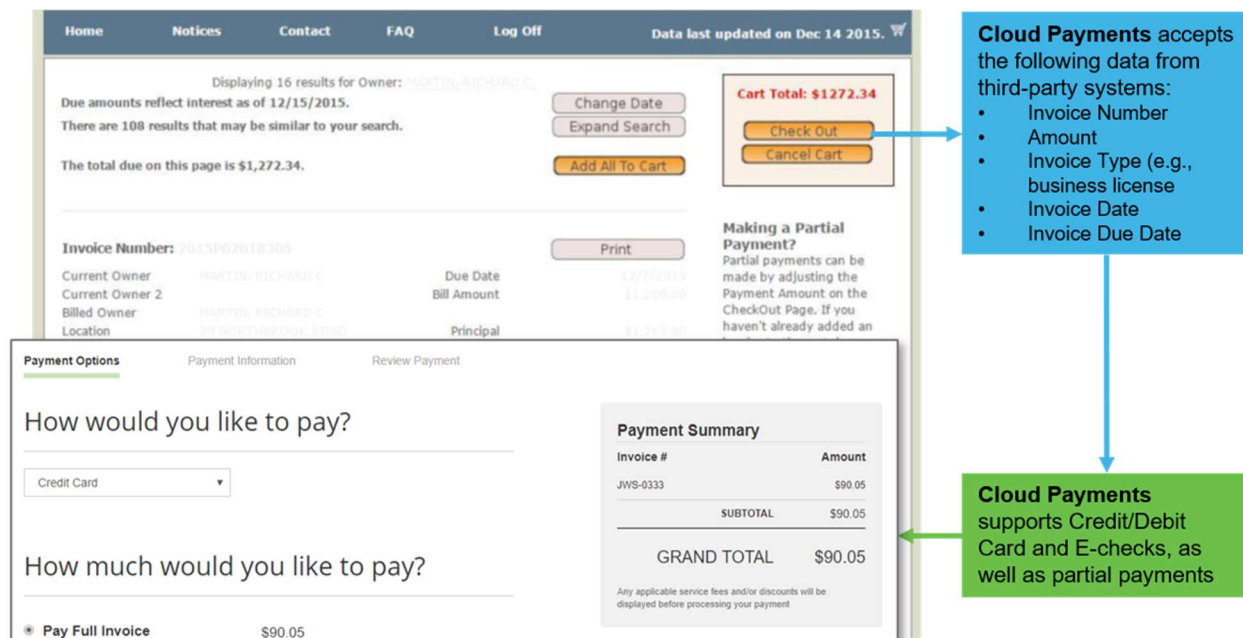


Figure 25. Third-Party Payment Site Integrated with IC through Cloud Payments. *Third-party systems can access IC data to process and then receive real-time confirmation of payment.*

2.8 Alternatives to Walk-in Payments

Certain customer bases can only pay in-person (often in cash), so we provide electronic means to pay their bills with physical currency while still reducing foot-traffic in our billers' offices (**Figure 26**). Our fully integrated bill payment **kiosk** accepts cash, check, and debit/credit cards, reducing customer wait time in line by taking no more than 60 seconds per payment. We also provide **CheckFreePay**, which gives customers a barcode to pay with cash at thousands of participating retail, grocery, and convenience stores.

Kiosks



CheckFreePay (Cash)

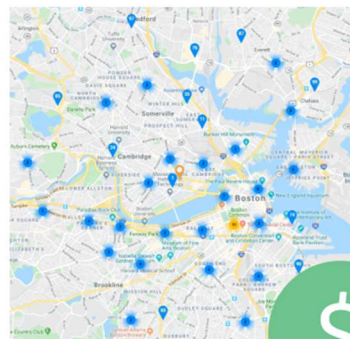


Figure 26. Kiosks and CheckFreePay as Walk-in Payment Alternatives. Continue accepting in-person payments with shorter wait times, fewer staff, and more locations.

2.9 In-person/Point-of-Sale Payments

We provide a built-in cashiering system in our Biller Portal for in-person payments, which works with optional PCI-compliant credit/debit card readers. We can also integrate directly with cashiering systems. Customers pay by inserting or swiping their cards, and Invoice Cloud automatically updates the customer's balance in your CIS (Figure 27).



Figure 27. One of Several Compliant Card Readers.

2.10 Intercept Bank-issued Paper Checks with Online Bank Direct

Invoice Cloud offers our clients the ability to electronically receive customer payments when they pay through their home bank, using our Online Bank Direct™ (OBD) service. OBD eliminates paper checks issued by online banking sites; instead, you receive electronic ACH deposits instead, saving your staff time and effort. OBD matches electronic payments (like lock box files) to the payer's account. If the match is made, OBD processes and uploads it into your billing system (Figure 28). Artificial Intelligence remembers the matches for next time, so each billing cycle is less matching work.

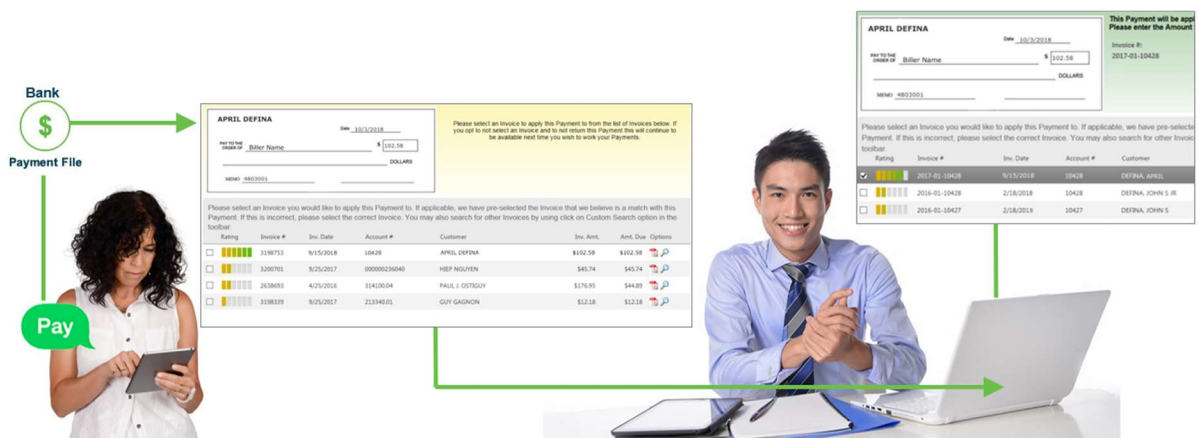


Figure 28. OBD-intercepted Pending Payments. Stop processing paper checks from banks, saving time trying to match them to accounts.

2.11 Pay by Phone/IVR

Invoice Cloud's fully integrated IVR was designed to get calls out of your call center. With CallerID authentication, gone are the days of payers calling to ask for their account number/customer number before you transfer them to your IVR. Additionally, the option to receive a text instead of continuing with the phone prompts makes it easier for payers to complete a transaction. If the payer chooses to continue with the IVR, the option to save their payment method for next time they call makes paying a 2nd time much easier. Invoice Cloud's IVR supports English and Spanish, which customers can navigate by either touchtone or voice to pay their bill and save payment methods.

Invoice Cloud also offers an outbound IVR service: bill reminders, past due notifications, and ad-hoc notices (water boil, power outage, etc.) Our clients can customize and schedule reminder calls, e-mails and text to payers through our self-service portal.

Secure, Painless IVR that Promotes Self-Service

- One phone number for customers to dial
- Self-service ACH and CC payments
- Self-service request a text message with a secure payment link using Link Trigger.
- Automatically connect to your account through Caller ID Lookup
- Use special characters to enter complex policy/account numbers
- Receive timely outbound IVR invoice alerts to automatically connect to your bill for payment

2.12 Agent/CSR Tools

Invoice Cloud provides tools to help out billers' Customer Service Representatives better communicate with payers, including our Biller Portal and SSO integration of our payment process with many third-party CSR interfaces. We help CSRs share the customer experience and functionality that helps train customers to try our platform's many self-service options.

2.12.1 Biller Portal

Invoice Cloud's Biller Portal offers extensive reporting and administration tools, making administration, reconciliation, and data mining easier for the City of Ukiah (**Figure 29**). The Biller Portal is available 24/7/365 and is 100% self-service for the user.

Based on permissions set by the biller, admin users can:

- Block customers from making ACH and/or Credit Card Payments.
- Email or text invoice notifications to the customer with direct links to their payment.
- Set up AutoPay, paperless billing, and more for a payer at their request.
- Log in as the user to recreate their payment experience.
- Review payment and/or email history.
- Issue a credit on an overpayment.

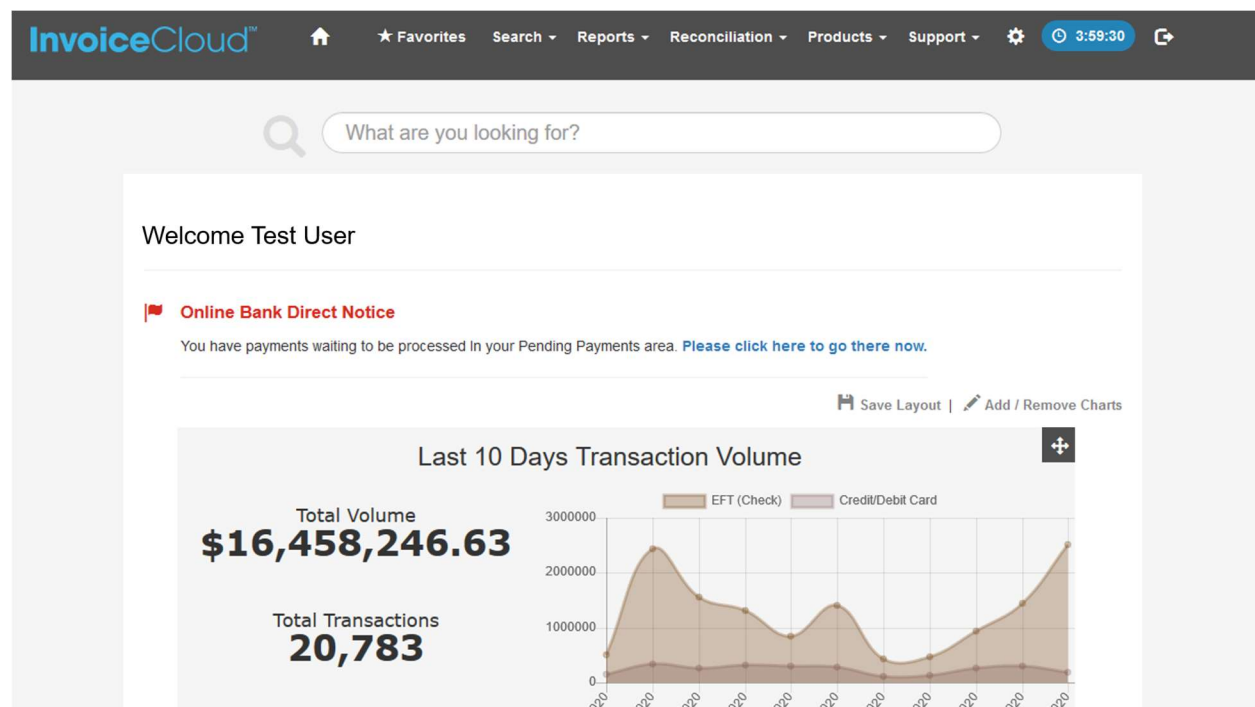


Figure 29. Invoice Cloud's Simple Back-end Biller Portal. Manage all billing functions through our user-friendly interface.

One of the leading reasons customers call our billers to make a payment, despite having an IVR solution, is that customers do not know how to look up their bill in the first place. Invoice Cloud launched CSR Text Reminders so that your CSRs/agents can send a text with a direct link to their bill (**Figure 30**). The customer can now see how easy it is to pay in our mobile site.

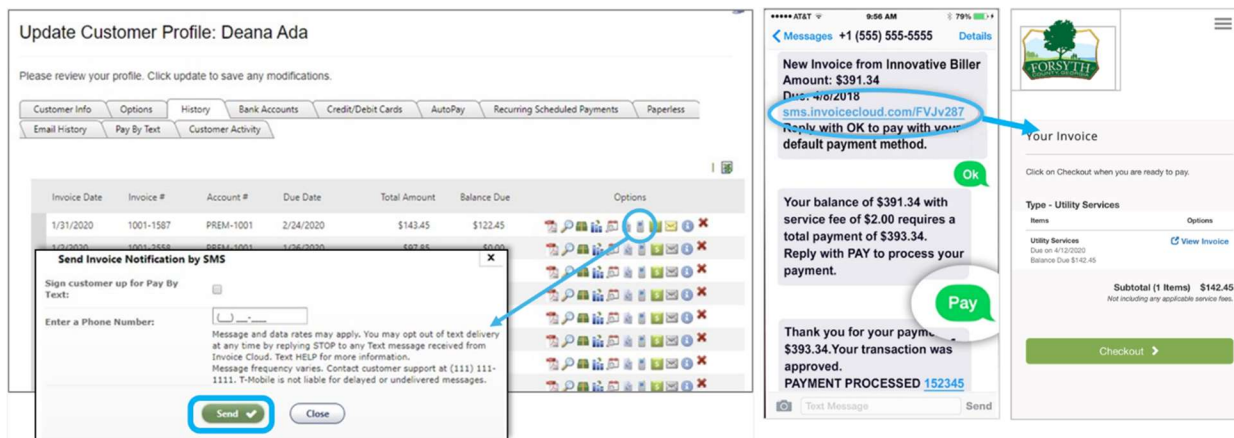


Figure 30. Send a Text Message with a Direct Link to a Customer's Payment from the Biller Portal. CSRs can now help mobile-using customers more easily find their bill and enroll in Pay by Text.

Our admin portal ('Biller Portal') offers many standard and ad hoc reports on demand, 24/7 with date ranges and drill down options to view detail (**Figure 31**).

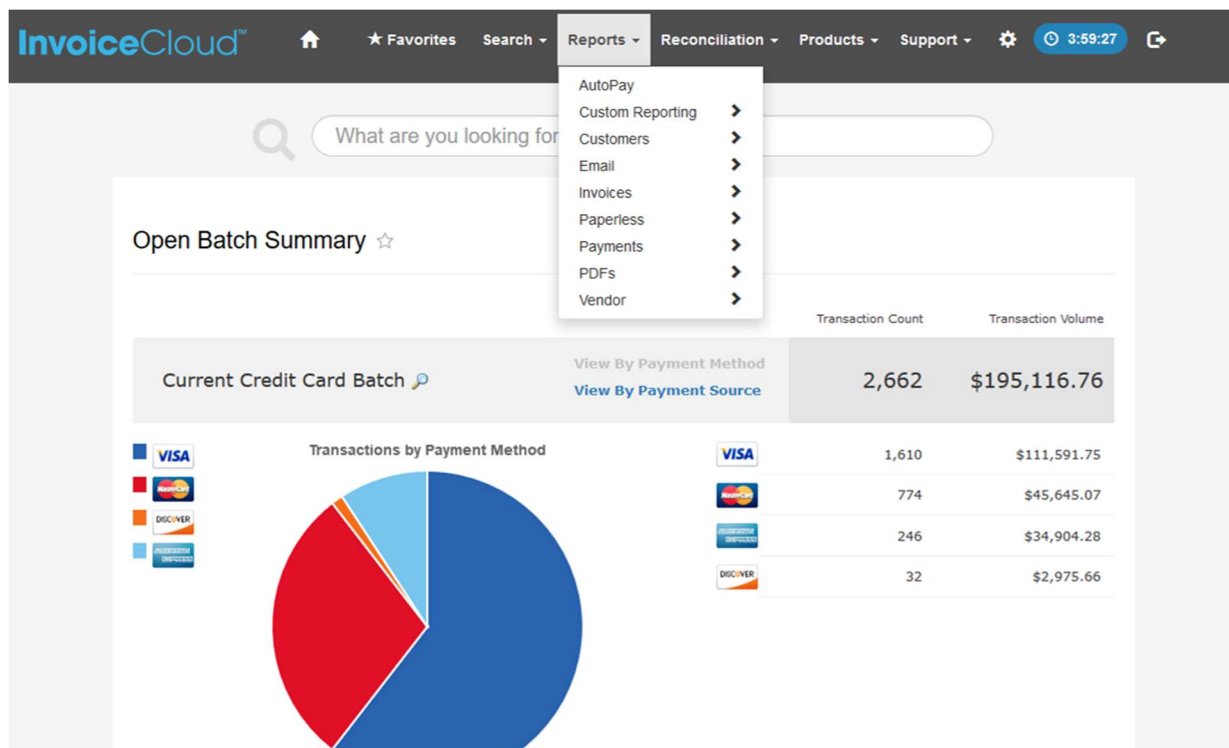


Figure 31. Robust Reporting Options. Use pre-configured reports or define new ones and export results to Excel.

Invoice Cloud provides 29 email templates, all triggered by events and customer activity. Email notifications are completely customizable using the Biller Portal's built-in editor (**Figure 32**).

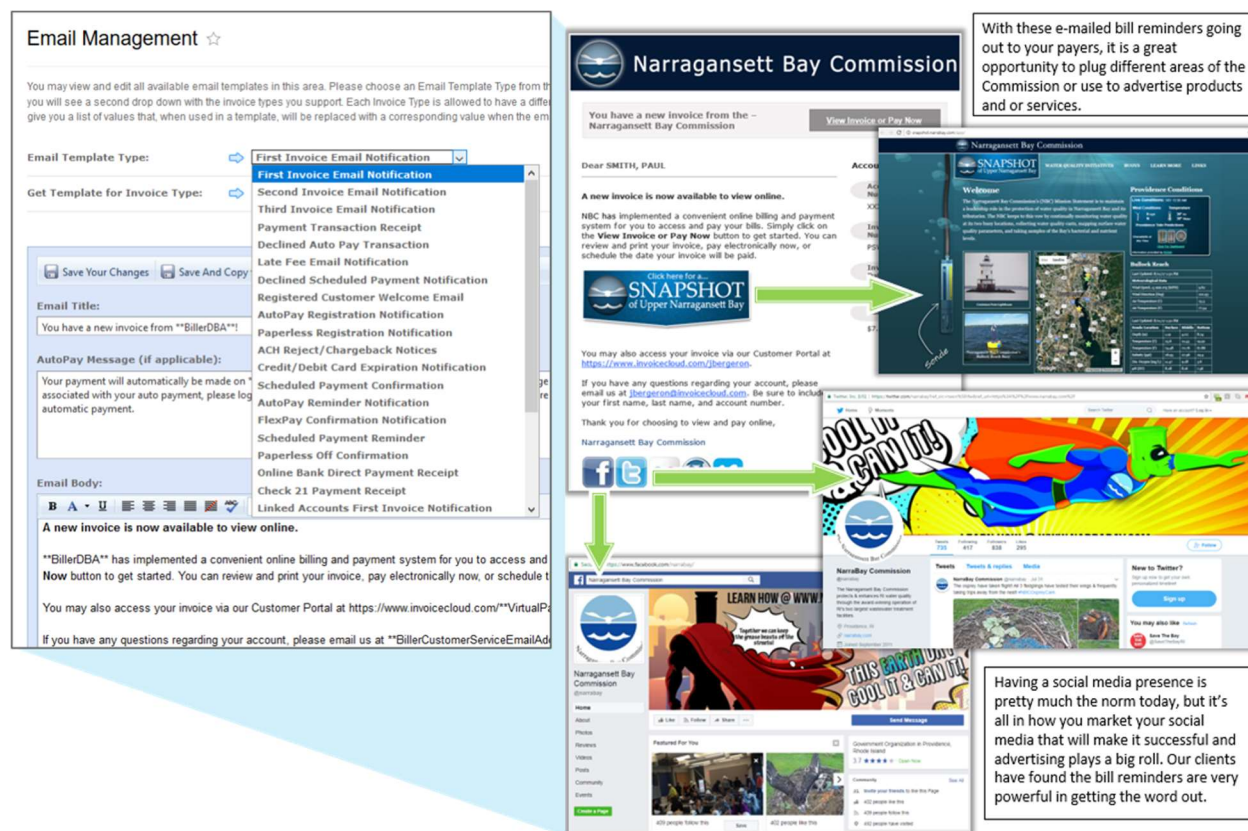


Figure 32. Invoice Cloud's Unmatched Email Management Tool. No other EBPP provider provides this level of control over the content and branding of its email engine.

2.12.2 CSRConnect

Your CSRs can also accept in-person and over-the-phone payments from within your existing cashing system through our CloudCSRConnect interface. CloudCSRConnect integrates Invoice Cloud with a third-party CIS application to redirect to areas within the Customer Portal. We connect fields via API, dynamically creating or updating a customer and their invoice details and balance (**Figure 33**).

Multiple Landing Options, including:

- 1 = Open Bill Listing
- 2 = Paperless Settings
- 3 = AutoPay Settings
- 4 = Password Change
- 5 = Payment Options
- 6 = Closed Bill Listing

New Credit Card

Please fill out all fields below and click Save Credit Card Information to save your information. [Need more information?](#)

Credit Card Number *

Card Number

Expiration Date *

November 2019

Billing Name *

Smith, Steven

Billing Address *

124 Penn St

Country

United States

Billing City *

WALPOLE

State *

Massachusetts

Zip *

02081

Default

☐

☒ Save Credit Card Information

Open Invoices

Filter by Account: 999-88-7777 - Smith, Steven

Filter by Invoice Type: Utility

Filter by Date: All Dates, This Month, Last Month, Last 3 Months, Last 6 Months, Last 12 Months

Filter by Amount: All Amounts, \$0.00 - \$100.00, \$100.01 - \$250.00, \$250.01 - \$500.00, \$500.01 - \$1000.00, \$1000.01 +

Select	Invoice	Address	Due Date	Balance Due	
☒	Due in 16 days Account #999-88-7777 Utility	124 Penn ST	11/29/2019	\$400.13	View Invoice Payment History Adjustment History Scheduled Payment History Remind Me

Paperless

Going Paperless saves time and money by eliminating the need for paper printing and mailing of invoices and payments. [Need help with this feature?](#)

Account #	Type	☒ Yes ☐ No	Status
999-88-7777	Utility	☒ Yes ☐ No	Not Paperless

☒ Save my changes

Figure 33. CSRConnect's API Links Common CSR Functions to Invoice Cloud Features. CSRs can access IC's payment EBPP without switching from their CIS's CSR screens.

3 Pricing

Table 2. Customer Engagement, Electronic Bill Presentment and Payment Pricing. Pricing based on 7800 bills per month and \$261 average credit card payment.

Service Description	Fee
Integration, Deployment and Training NOTE: Includes integration with your billing system(s)	No Charge
Account Access – monthly access to branded Customer and Biller Portals – includes unlimited administrative users NOTE: The monthly access fee covers maintenance, support, upgrades, and full access to the Invoice Cloud service for the biller and its customers	\$100.00
HelpDesk Support and Marketing – access to Invoice Cloud HelpDesk, client services team, and marketing support to help you achieve the industry’s highest payment and paperless adoption.	No Charge
Paperless Billing – per net new paperless bill per cycle All existing paperless will be converted at no charge NOTE: Only when paper is suppressed, and a paper invoice is not mailed.	\$0.40
Electronic Payment Fees -- Absorbed Model	
Residential Credit / Debit Cards Visa, MasterCard and Discover, and American Express – Fee per transaction – Paid by City of Ukiah	Interchange Fees, Dues, & Assessments + .5% + \$0.40
E-Check / ACH – per transaction	\$.75
Miscellaneous Fees	
Credit Card Chargeback	\$10.00
ACH Reject	\$10.00

ANNUAL ESTIMATED AMOUNTS BASED ON PROVIDED INFORMATION									
<i>Recurring Fees</i>		Transactions		Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated Invoice Cloud Impact
Subscription	\$ 100.00	1		\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	
<i>Transaction Based Fees</i>									
Net New E-bill / Paperless	\$ 0.22	\$ -		\$ 1,162.75	\$ 4,669.63	\$ 7,758.43	\$ 10,138.30	\$ 10,298.64	
Volume				\$ 6,592,570.11	\$ 6,916,068.90	\$ 7,255,441.83	\$ 7,611,467.87	\$ 7,984,964.18	
Transactions				25,258.89	26,498.35	27,798.63	29,162.71	30,593.73	
CC Rate	0.5%	\$ 537,399.00		\$ 32,962.85	\$ 34,580.34	\$ 36,277.21	\$ 38,057.34	\$ 39,924.82	
CC Per Item	\$ 0.40	2059		\$ 10,103.56	\$ 10,599.34	\$ 11,119.45	\$ 11,665.08	\$ 12,237.49	
Interchange	0.612%	\$ 537,399.00		\$ 40,346.53	\$ 42,326.34	\$ 44,403.30	\$ 46,582.18	\$ 48,867.98	
E-check/ACH	\$ 0.75	171		\$ 1,573.31	\$ 1,650.52	\$ 1,731.51	\$ 1,816.47	\$ 1,905.61	
CC Charge Back	\$ 10.00			\$ -					
ACH reject	\$ 10.00			\$ -					
Budget Totals				\$ 87,349.00	\$ 95,026.17	\$ 102,489.90	\$ 109,459.38	\$ 114,434.54	\$ 508,759.00
Annual increase in E-bill use				1.05					
Annual increase in CC use				1.05					
Annual increase in E-check/ACH use				1.05					
Estimated Cost Reduction				\$ 9,211.28	\$ (7,347.76)	\$ (25,146.02)	\$ (36,531.49)	\$ (37,933.20)	\$ (97,747.20)
				-10.55%	7.73%	24.54%	33.37%	33.15%	19.21%

Month 1 Transactions	2059
Month 1 Volume	\$ 537,399.00
Average Payment	\$ 261.00
ACH/CARD Target MIX %	40%
Paperless Target %	50%

Employee Time Savings						
Activity	Activity Occurrence Per month	Staff Time Spent Per Activity	Reduction in Activity due to Invoice Cloud	Staff Minutes Saved	Staff Hours Saved	Cost of Staff Time Saved or Repurposed at \$23/hr
Payment-Related Phone Calls	420	4 minutes per call	20% call reduction in year 1 increasing to 40% by year 3	336	5.6	\$ 128.80
Late Notice Processing	2250	5 minutes per customer	5% reduction in late payments increasing to 10% reduction by year 3	562.5	9.375	\$ 215.63
Bank Check Processing	300	3 minutes per check	Process eliminated by Online Bank Direct	900	15	\$ 345.00
Total						\$ 689.43

Estimated Employee Time/Cost Savings During Year 1

Estimated Paperless Savings

Total Bills Per Month	Example Paperless Adoption	Paperless Bills	Estimated Cost Per Bill	IC Paperless Fee	Projected Net Savings/Month	Projected Net Savings/Year
7800	0%					
7800	15%	1170	\$ 0.57	\$ 0.22	\$ 409.50	\$ 4,914.00
7800	20%	1560	\$ 0.57	\$ 0.22	\$ 546.00	\$ 6,552.00
7800	25%	1950	\$ 0.57	\$ 0.22	\$ 682.50	\$ 8,190.00
7800	30%	2340	\$ 0.57	\$ 0.22	\$ 819.00	\$ 9,828.00
7800	35%	2730	\$ 0.57	\$ 0.22	\$ 955.50	\$ 11,466.00
7800	40%	3120	\$ 0.57	\$ 0.22	\$ 1,092.00	\$ 13,104.00
7800	45%	3510	\$ 0.57	\$ 0.22	\$ 1,228.50	\$ 14,742.00
7800	50%	3900	\$ 0.57	\$ 0.22	\$ 1,365.00	\$ 16,380.00
7800	55%	4290	\$ 0.57	\$ 0.22	\$ 1,501.50	\$ 18,018.00
7800	60%	4680	\$ 0.57	\$ 0.22	\$ 1,638.00	\$ 19,656.00
7800	65%	5070	\$ 0.57	\$ 0.22	\$ 1,774.50	\$ 21,294.00
7800	70%	5460	\$ 0.57	\$ 0.22	\$ 1,911.00	\$ 22,932.00

MONTHLY ESTIMATED AMOUNTS BASED ON PROVIDED INFORMATION

[illegible]

Year 2											
Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24
\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
\$ 271.16	\$ 292.61	\$ 314.06	\$ 335.51	\$ 356.96	\$ 378.41	\$ 399.86	\$ 421.31	\$ 442.76	\$ 464.21	\$ 485.66	\$ 507.11
\$ 563,769.28	\$ 566,024.36	\$ 568,288.46	\$ 570,561.61	\$ 572,843.86	\$ 575,135.23	\$ 577,435.77	\$ 579,745.51	\$ 582,064.50	\$ 584,392.75	\$ 586,730.33	\$ 589,077.25
2160.04	2168.68	2177.35	2186.06	2194.80	2203.58	2212.40	2221.25	2230.13	2239.05	2248.01	2257.00
\$ 2,818.85	\$ 2,830.12	\$ 2,841.44	\$ 2,852.81	\$ 2,864.22	\$ 2,875.68	\$ 2,887.18	\$ 2,898.73	\$ 2,910.32	\$ 2,921.96	\$ 2,933.65	\$ 2,945.39
\$ 864.01	\$ 867.47	\$ 870.94	\$ 874.42	\$ 877.92	\$ 881.43	\$ 884.96	\$ 888.50	\$ 892.05	\$ 895.62	\$ 899.20	\$ 902.80
\$ 3,450.27	\$ 3,464.07	\$ 3,477.93	\$ 3,491.84	\$ 3,505.80	\$ 3,519.83	\$ 3,533.91	\$ 3,548.04	\$ 3,562.23	\$ 3,576.48	\$ 3,590.79	\$ 3,605.15
\$ 134.54	\$ 135.08	\$ 135.62	\$ 136.16	\$ 136.71	\$ 137.26	\$ 137.80	\$ 138.36	\$ 138.91	\$ 139.47	\$ 140.02	\$ 140.58
\$ 7,290.17	\$ 7,319.34	\$ 7,348.61	\$ 7,378.01	\$ 7,407.52	\$ 7,437.15	\$ 7,466.90	\$ 7,496.77	\$ 7,526.75	\$ 7,556.86	\$ 7,587.09	\$ 7,617.44
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 563,769.28	\$ 566,024.36	\$ 568,288.46	\$ 570,561.61	\$ 572,843.86	\$ 575,135.23	\$ 577,435.77	\$ 579,745.51	\$ 582,064.50	\$ 584,392.75	\$ 586,730.33	\$ 589,077.25
2160.04	2168.68	2177.35	2186.06	2194.80	2203.58	2212.40	2221.25	2230.13	2239.05	2248.01	2257.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 4,970.24	\$ 4,990.12	\$ 5,010.08	\$ 5,030.12	\$ 5,050.24	\$ 5,070.45	\$ 5,090.73	\$ 5,111.09	\$ 5,131.53	\$ 5,152.06	\$ 5,172.67	\$ 5,193.36
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 179.39	\$ 180.11	\$ 180.83	\$ 181.55	\$ 182.28	\$ 183.01	\$ 183.74	\$ 184.47	\$ 185.21	\$ 185.95	\$ 186.70	\$ 187.44
\$ 5,149.63	\$ 5,170.23	\$ 5,190.91	\$ 5,211.68	\$ 5,232.52	\$ 5,253.45	\$ 5,274.47	\$ 5,295.56	\$ 5,316.75	\$ 5,338.01	\$ 5,359.37	\$ 5,380.80
85.99%	84.91%	83.85%	82.81%	81.77%	80.75%	79.74%	78.74%	77.76%	76.79%	75.83%	74.88%
\$ 6,133.74	\$ 6,081.30	\$ 6,029.30	\$ 5,977.75	\$ 5,926.64	\$ 5,875.97	\$ 5,825.73	\$ 5,775.92	\$ 5,726.53	\$ 5,677.57	\$ 5,629.03	\$ 5,580.90
\$ 156.46	\$ 159.08	\$ 161.74	\$ 164.44	\$ 167.19	\$ 169.98	\$ 172.82	\$ 175.71	\$ 178.64	\$ 181.63	\$ 184.66	\$ 187.75
\$ 999.97	\$ 1,078.96	\$ 1,157.57	\$ 1,235.82	\$ 1,313.69	\$ 1,391.20	\$ 1,468.35	\$ 1,545.14	\$ 1,621.57	\$ 1,697.66	\$ 1,773.39	\$ 1,848.78
\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57
\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22
\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
15.80%	17.05%	18.30%	19.55%	20.80%	22.05%	23.30%	24.55%	25.80%	27.05%	28.30%	29.55%
1233	1330	1428	1525	1623	1720	1818	1915	2013	2110	2208	2305
\$ 431.39	\$ 465.52	\$ 499.64	\$ 533.77	\$ 567.89	\$ 602.02	\$ 636.14	\$ 670.27	\$ 704.39	\$ 738.52	\$ 772.64	\$ 806.77
\$ 193.20	\$ 193.20	\$ 193.20	\$ 193.20	\$ 193.20	\$ 193.20	\$ 193.20	\$ 193.20	\$ 193.20	\$ 193.20	\$ 193.20	\$ 193.20
\$ 215.63	\$ 215.63	\$ 215.63	\$ 215.63	\$ 215.63	\$ 215.63	\$ 215.63	\$ 215.63	\$ 215.63	\$ 215.63	\$ 215.63	\$ 215.63
\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00
\$ 753.83	\$ 753.83	\$ 753.83	\$ 753.83	\$ 753.83	\$ 753.83	\$ 753.83	\$ 753.83	\$ 753.83	\$ 753.83	\$ 753.83	\$ 753.83
\$ (44.65)	\$ (149.20)	\$ (253.34)	\$ (357.08)	\$ (460.41)	\$ (563.35)	\$ (665.88)	\$ (768.03)	\$ (869.79)	\$ (971.15)	\$ (1,072.14)	\$ (1,172.75)

Year 3											
Month 25	Month 26	Month 27	Month 28	Month 29	Month 30	Month 31	Month 32	Month 33	Month 34	Month 35	Month 36
\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
\$ 528.56	\$ 550.01	\$ 571.46	\$ 592.91	\$ 614.36	\$ 635.81	\$ 657.26	\$ 678.71	\$ 700.16	\$ 721.61	\$ 743.06	\$ 764.51
\$ 591,433.56	\$ 593,799.29	\$ 596,174.49	\$ 598,559.19	\$ 600,953.42	\$ 603,357.24	\$ 605,770.66	\$ 608,193.75	\$ 610,626.52	\$ 613,069.03	\$ 615,521.30	\$ 617,983.39
2266.03	2275.09	2284.19	2293.33	2302.50	2311.71	2320.96	2330.24	2339.57	2348.92	2358.32	2367.75
\$ 2,957.17	\$ 2,969.00	\$ 2,980.87	\$ 2,992.80	\$ 3,004.77	\$ 3,016.79	\$ 3,028.85	\$ 3,040.97	\$ 3,053.13	\$ 3,065.35	\$ 3,077.61	\$ 3,089.92
\$ 906.41	\$ 910.04	\$ 913.68	\$ 917.33	\$ 921.00	\$ 924.69	\$ 928.38	\$ 932.10	\$ 935.83	\$ 939.57	\$ 943.33	\$ 947.10
\$ 3,619.57	\$ 3,634.05	\$ 3,648.59	\$ 3,663.18	\$ 3,677.83	\$ 3,692.55	\$ 3,707.32	\$ 3,722.15	\$ 3,737.03	\$ 3,751.98	\$ 3,766.99	\$ 3,782.06
\$ 141.15	\$ 141.71	\$ 142.28	\$ 142.85	\$ 143.42	\$ 143.99	\$ 144.57	\$ 145.15	\$ 145.73	\$ 146.31	\$ 146.89	\$ 147.48
\$ 7,647.90	\$ 7,678.50	\$ 7,709.21	\$ 7,740.05	\$ 7,771.01	\$ 7,802.09	\$ 7,833.30	\$ 7,864.63	\$ 7,896.09	\$ 7,927.68	\$ 7,959.39	\$ 7,991.22
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 591,433.56	\$ 593,799.29	\$ 596,174.49	\$ 598,559.19	\$ 600,953.42	\$ 603,357.24	\$ 605,770.66	\$ 608,193.75	\$ 610,626.52	\$ 613,069.03	\$ 615,521.30	\$ 617,983.39
2266.03	2275.09	2284.19	2293.33	2302.50	2311.71	2320.96	2330.24	2339.57	2348.92	2358.32	2367.75
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 5,214.13	\$ 5,234.99	\$ 5,255.13	\$ 5,276.95	\$ 5,298.06	\$ 5,319.25	\$ 5,340.53	\$ 5,361.89	\$ 5,383.34	\$ 5,404.87	\$ 5,426.49	\$ 5,448.20
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 188.19	\$ 188.95	\$ 189.70	\$ 190.46	\$ 191.22	\$ 191.99	\$ 192.76	\$ 193.53	\$ 194.30	\$ 195.08	\$ 195.86	\$ 196.64
\$ 5,402.33	\$ 5,423.94	\$ 5,445.63	\$ 5,467.41	\$ 5,489.28	\$ 5,511.24	\$ 5,533.29	\$ 5,555.42	\$ 5,577.64	\$ 5,599.95	\$ 5,622.35	\$ 5,644.84
73.94%	73.02%	72.10%	71.20%	70.31%	69.43%	68.57%	67.71%	66.86%	66.03%	65.20%	64.39%
\$ 5,533.18	\$ 5,485.88	\$ 5,438.97	\$ 5,392.47	\$ 5,346.36	\$ 5,300.65	\$ 5,255.33	\$ 5,210.40	\$ 5,165.85	\$ 5,121.68	\$ 5,077.89	\$ 5,034.47
\$ 190.89	\$ 194.08	\$ 197.32	\$ 200.62	\$ 203.97	\$ 207.38	\$ 210.84	\$ 214.36	\$ 217.95	\$ 221.59	\$ 225.29	\$ 229.05
\$ 1,923.83	\$ 1,998.54	\$ 2,072.92	\$ 2,146.96	\$ 2,220.68	\$ 2,294.06	\$ 2,367.13	\$ 2,439.87	\$ 2,512.30	\$ 2,584.41	\$ 2,656.21	\$ 2,727.70
\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57
\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22
\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
30.80%	32.05%	33.30%	34.55%	35.80%	37.05%	38.30%	39.55%	40.80%	42.05%	43.30%	44.55%
2403	2500	2598	2695	2793	2890	2988	3085	3183	3280	3378	3475
\$ 840.89	\$ 875.02	\$ 909.14	\$ 943.27	\$ 977.39	\$ 1,011.52	\$ 1,045.64	\$ 1,079.77	\$ 1,113.89	\$ 1,148.02	\$ 1,182.14	\$ 1,216.27
\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60
\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25
\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00
\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85
\$ (1,553.00)	\$ (1,652.85)	\$ (1,752.33)	\$ (1,851.45)	\$ (1,950.20)	\$ (2,048.58)	\$ (2,146.61)	\$ (2,244.27)	\$ (2,341.59)	\$ (2,438.55)	\$ (2,535.16)	\$ (2,631.43)

Year 4											
Month 37	Month 38	Month 39	Month 40	Month 41	Month 42	Month 43	Month 44	Month 45	Month 46	Month 47	Month 48
\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
\$ 785.96	\$ 807.41	\$ 828.86	\$ 850.31	\$ 858.22	\$ 858.22	\$ 858.22	\$ 858.22	\$ 858.22	\$ 858.22	\$ 858.22	\$ 858.22
\$ 620,455.32	\$ 622,937.14	\$ 625,428.89	\$ 627,930.61	\$ 630,442.33	\$ 632,964.10	\$ 635,495.96	\$ 638,037.94	\$ 640,590.09	\$ 643,152.45	\$ 645,725.06	\$ 648,307.96
2377.22	2386.73	2396.28	2405.86	2415.49	2425.15	2434.85	2444.59	2454.37	2464.19	2474.04	2483.94
\$ 3,102.28	\$ 3,114.69	\$ 3,127.14	\$ 3,139.65	\$ 3,152.21	\$ 3,164.82	\$ 3,177.48	\$ 3,190.19	\$ 3,202.95	\$ 3,215.76	\$ 3,228.63	\$ 3,241.54
\$ 950.89	\$ 954.69	\$ 958.51	\$ 962.35	\$ 966.20	\$ 970.06	\$ 973.94	\$ 977.84	\$ 981.75	\$ 985.67	\$ 989.62	\$ 993.58
\$ 3,797.19	\$ 3,812.38	\$ 3,827.62	\$ 3,842.94	\$ 3,858.31	\$ 3,873.74	\$ 3,889.24	\$ 3,904.79	\$ 3,920.41	\$ 3,936.09	\$ 3,951.84	\$ 3,967.64
\$ 148.07	\$ 148.66	\$ 149.26	\$ 149.86	\$ 150.45	\$ 151.06	\$ 151.66	\$ 152.27	\$ 152.88	\$ 153.49	\$ 154.10	\$ 154.72
\$ 8,023.19	\$ 8,055.28	\$ 8,087.50	\$ 8,119.85	\$ 8,152.33	\$ 8,184.94	\$ 8,217.68	\$ 8,250.55	\$ 8,283.55	\$ 8,316.69	\$ 8,349.96	\$ 8,383.36
-	-	-	-	-	-	-	-	-	-	-	-
\$ 620,455.32	\$ 622,937.14	\$ 625,428.89	\$ 627,930.61	\$ 630,442.33	\$ 632,964.10	\$ 635,495.96	\$ 638,037.94	\$ 640,590.09	\$ 643,152.45	\$ 645,725.06	\$ 648,307.96
2377.22	2386.73	2396.28	2405.86	2415.49	2425.15	2434.85	2444.59	2454.37	2464.19	2474.04	2483.94
-	-	-	-	-	-	-	-	-	-	-	-
\$ 5,469.99	\$ 5,491.87	\$ 5,513.84	\$ 5,535.89	\$ 5,558.04	\$ 5,580.27	\$ 5,602.59	\$ 5,625.00	\$ 5,647.50	\$ 5,670.09	\$ 5,692.77	\$ 5,715.54
-	-	-	-	-	-	-	-	-	-	-	-
\$ 197.43	\$ 198.22	\$ 199.01	\$ 199.81	\$ 200.61	\$ 201.41	\$ 202.21	\$ 203.02	\$ 203.84	\$ 204.65	\$ 205.47	\$ 206.29
\$ 5,667.42	\$ 5,690.09	\$ 5,712.85	\$ 5,735.70	\$ 5,758.64	\$ 5,781.68	\$ 5,804.81	\$ 5,828.02	\$ 5,851.34	\$ 5,874.74	\$ 5,898.24	\$ 5,921.83
63.58%	62.79%	62.00%	61.23%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%
\$ 4,991.43	\$ 4,948.75	\$ 4,906.44	\$ 4,864.49	\$ 4,786.03	\$ 4,805.17	\$ 4,824.39	\$ 4,843.69	\$ 4,863.07	\$ 4,882.52	\$ 4,902.05	\$ 4,921.66
\$ 232.88	\$ 236.77	\$ 240.73	\$ 244.75	\$ 250.76	\$ 251.76	\$ 252.77	\$ 253.78	\$ 254.79	\$ 255.81	\$ 256.84	\$ 257.86
\$ 2,798.88	\$ 2,869.76	\$ 2,940.33	\$ 3,010.61	\$ 3,115.55	\$ 3,128.01	\$ 3,140.52	\$ 3,153.08	\$ 3,165.69	\$ 3,178.36	\$ 3,191.07	\$ 3,203.84
0.57	0.57	0.57	0.57	0.57	0.57	0.57	0.57	0.57	0.57	0.57	0.57
0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22
0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35
45.80%	47.05%	48.30%	49.55%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
3573	3670	3768	3865	3901	3901	3901	3901	3901	3901	3901	3901
\$ 1,250.39	\$ 1,284.52	\$ 1,318.64	\$ 1,352.77	\$ 1,365.35	\$ 1,365.35	\$ 1,365.35	\$ 1,365.35	\$ 1,365.35	\$ 1,365.35	\$ 1,365.35	\$ 1,365.35
257.60	257.60	257.60	257.60	257.60	257.60	257.60	257.60	257.60	257.60	257.60	257.60
\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25
345.00	345.00	345.00	345.00	345.00	345.00	345.00	345.00	345.00	345.00	345.00	345.00
\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85
(2,727.35)	(2,822.93)	(2,918.17)	(3,013.08)	(3,121.06)	(3,123.95)	(3,126.84)	(3,129.75)	(3,132.68)	(3,135.61)	(3,138.56)	(3,141.51)

Year 5											
Month 49	Month 50	Month 51	Month 52	Month 53	Month 54	Month 55	Month 56	Month 57	Month 58	Month 59	Month 60
\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
\$ 858.22	\$ 858.22	\$ 858.22	\$ 858.22	\$ 858.22	\$ 858.22	\$ 858.22	\$ 858.22	\$ 858.22	\$ 858.22	\$ 858.22	\$ 858.22
\$ 650,901.19	\$ 653,504.80	\$ 656,118.82	\$ 658,743.29	\$ 661,378.27	\$ 664,023.78	\$ 666,679.88	\$ 669,346.59	\$ 672,023.98	\$ 674,712.08	\$ 677,410.93	\$ 680,120.57
2493.87	2503.85	2513.87	2523.92	2534.02	2544.15	2554.33	2564.55	2574.80	2585.10	2595.44	2605.83
\$ 3,254.51	\$ 3,267.52	\$ 3,280.59	\$ 3,293.72	\$ 3,306.89	\$ 3,320.12	\$ 3,333.40	\$ 3,346.73	\$ 3,360.12	\$ 3,373.56	\$ 3,387.05	\$ 3,400.60
\$ 997.55	\$ 1,001.54	\$ 1,005.55	\$ 1,009.57	\$ 1,013.61	\$ 1,017.66	\$ 1,021.73	\$ 1,025.82	\$ 1,029.92	\$ 1,034.04	\$ 1,038.18	\$ 1,042.33
\$ 3,983.52	\$ 3,999.45	\$ 4,015.45	\$ 4,031.51	\$ 4,047.63	\$ 4,063.83	\$ 4,080.08	\$ 4,096.40	\$ 4,112.79	\$ 4,129.24	\$ 4,145.75	\$ 4,162.34
\$ 155.34	\$ 155.96	\$ 156.58	\$ 157.21	\$ 157.84	\$ 158.47	\$ 159.10	\$ 159.74	\$ 160.38	\$ 161.02	\$ 161.66	\$ 162.31
\$ 8,416.89	\$ 8,450.56	\$ 8,484.36	\$ 8,518.30	\$ 8,552.37	\$ 8,586.58	\$ 8,620.92	\$ 8,655.41	\$ 8,690.03	\$ 8,724.79	\$ 8,759.69	\$ 8,794.73
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 650,901.19	\$ 653,504.80	\$ 656,118.82	\$ 658,743.29	\$ 661,378.27	\$ 664,023.78	\$ 666,679.88	\$ 669,346.59	\$ 672,023.98	\$ 674,712.08	\$ 677,410.93	\$ 680,120.57
2493.87	2503.85	2513.87	2523.92	2534.02	2544.15	2554.33	2564.55	2574.80	2585.10	2595.44	2605.83
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 5,738.40	\$ 5,761.36	\$ 5,784.40	\$ 5,807.54	\$ 5,830.77	\$ 5,854.09	\$ 5,877.51	\$ 5,901.02	\$ 5,924.63	\$ 5,948.32	\$ 5,972.12	\$ 5,996.01
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 207.12	\$ 207.94	\$ 208.78	\$ 209.61	\$ 210.45	\$ 211.29	\$ 212.14	\$ 212.99	\$ 213.84	\$ 214.69	\$ 215.55	\$ 216.41
\$ 5,945.52	\$ 5,969.30	\$ 5,993.18	\$ 6,017.15	\$ 6,041.22	\$ 6,065.39	\$ 6,089.65	\$ 6,114.01	\$ 6,138.46	\$ 6,163.02	\$ 6,187.67	\$ 6,212.42
60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%	60.00%
\$ 4,941.34	\$ 4,961.11	\$ 4,980.95	\$ 5,000.88	\$ 5,020.88	\$ 5,040.96	\$ 5,061.13	\$ 5,081.37	\$ 5,101.70	\$ 5,122.10	\$ 5,142.59	\$ 5,163.16
\$ 258.90	\$ 259.93	\$ 260.97	\$ 262.01	\$ 263.06	\$ 264.11	\$ 265.17	\$ 266.23	\$ 267.30	\$ 268.37	\$ 269.44	\$ 270.52
\$ 3,216.65	\$ 3,229.52	\$ 3,242.44	\$ 3,255.41	\$ 3,268.43	\$ 3,281.50	\$ 3,294.63	\$ 3,307.80	\$ 3,321.04	\$ 3,334.32	\$ 3,347.66	\$ 3,361.05
\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57
\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22
\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
3901	3901	3901	3901	3901	3901	3901	3901	3901	3901	3901	3901
\$ 1,365.35	\$ 1,365.35	\$ 1,365.35	\$ 1,365.35	\$ 1,365.35	\$ 1,365.35	\$ 1,365.35	\$ 1,365.35	\$ 1,365.35	\$ 1,365.35	\$ 1,365.35	\$ 1,365.35
\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60	\$ 257.60
\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25	\$ 431.25
\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00
\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85	\$ 1,033.85
\$ (3,144.48)	\$ (3,147.46)	\$ (3,150.46)	\$ (3,153.46)	\$ (3,156.48)	\$ (3,159.51)	\$ (3,162.55)	\$ (3,165.60)	\$ (3,168.67)	\$ (3,171.75)	\$ (3,174.84)	\$ (3,177.94)



AGENDA SUMMARY REPORT

SUBJECT: Approve Sole Source Purchase of LED Lighting System for the Galleries at Grace Hudson Museum from Sixteen5hundred for \$86,276.50 Plus Tax and Shipping; and Approve Corresponding Budget Amendment.

DEPARTMENT: Community Services

PREPARED BY: Neil Davis, Community Services Administrator

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Sixteen5Hundred Quote

Summary: Council will consider approving a sole source purchase of a LED Lighting System for the galleries at the Grace Hudson Museum from Sixteen5hundred in the amount of \$86,276.50 plus tax, shipping and handling; and approval of corresponding budget amendment.

Background: The Grace Hudson Museum and Sun House (GHM) has become an increasingly important cultural and educational resource for the Bay Area and North Coast. Established with private funds in 1986 and subsequently donated to the City of Ukiah, the GHM is now a prime driver of local tourism generating roughly 5,000 visits per year from non-residents.

The GHM's collections consist of more than 30,000 interrelated objects, with significant holdings of Pomo Indian artifacts (particularly basketry) ethnographic field notes, unpublished manuscripts, historic photographs, and the world's largest collection of Grace Carpenter Hudson paintings. The GHM's exhibitions and public programs are thematically shaped by, and linked to, its collections with their focus on early California art, Carpenter-Hudson family history, and the arts of culture of the Pomo peoples and Native peoples of North American. Additionally, the GHM also regularly presents exhibitions focused on the contemporary arts of Mendocino County.

The GHM is supported by the Sun House Guild and the Grace Hudson Museum Endowment Fund. The Guild raised approximately \$2,000,000 in private funds to build the original museum structure in the 1980s and the museum expansion in the early 2000s. This includes a major investment at the time of the expansion in a museum-specific, professional, track-lighting system – manufactured by LSI – that has provided museum-quality lighting in the galleries for over twenty years. The Sun House Guild also raises private funding in the amount of \$75,000 to \$100,000 annually to ensure that exhibitions, related public programs, and education outreach are made available to the public. While the Endowment Fund is primarily focused on managing the growth of its investment portfolio – now valued at close to \$7,000,000 – it has made annual payments to the City since 2003 to help support the City's ongoing investment in the GHM. These payments over the years total just under \$739,000. The Endowment Fund has also provided funding over the years totaling \$120,000 to help with capital improvements to both the museum building and the Sun House grounds.

Discussion: The GHM's reputation as a significant resource to researchers and other museums continues to grow. Researchers routinely request access to the museum's collections and archives to support their work on book, essay, and exhibition projects, as well as dissertations and other forms of scholarly and tribal inquiry.

Recently items from the GHM collections were loaned for exhibit to the Metropolitan Museum in New York and to the de Young Museum in San Francisco. As the GHM's reputation grows both regionally and nationally, its value as an economic driver is enhanced as well.

The GHM galleries are the public "face of the museum." Consequently, exhibit lighting is critical to providing an excellent visitor experience and establishing the GHM's legitimacy as a serious museum. The current gallery is illuminated with obsolete incandescent lights housed in fixtures that are failing at an increasing rate draining staff resources as they cannibalize parts to assemble a minimum number of working lights. Options for museum quality bulbs, either incandescent or LED, and fixtures are extremely limited.

Museum staff invested hours working with a lighting supplier to explore, test, and determine the best approach to replacing the aging system with a goal of maintaining quality, improving efficiency, and reducing operating cost. The tracks on which the lights are hung have been determined to be serviceable. Keeping the installed tracks will provide considerable cost savings but require using the existing manufacturer. Replacing incandescent with LED is environmentally preferable and will provide long term cost savings. The combination of these factors leads to a sole source vendor (Sixteen5hundred; see Attachment 1) who can provide all the required elements necessary for providing museum quality lighting to the Grace Hudson Museum at a quoted price of \$86,276.50 plus tax and shipping.

This project will demonstrate the benefits of LED lighting with signage educating the public of the actual energy savings opportunities. It provides an excellent example of the value and quality of LED lighting and is approved by the Electric Utility as a demonstration project. This project was originally programmed in the 20/21 Capital Improvement Project, but was unable to be completed in time. Therefore staff is requesting approval of a corresponding budget amendment.

Recommended Action: Approval of the sole source purchase of LED gallery lighting at the Grace Hudson Museum from Sixteen5hundred in the amount of \$86,276.50 plus tax, shipping, and handling; and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

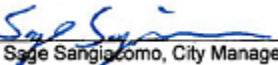
CURRENT BUDGET AMOUNT: 80626450.52139 (Public Benefit Demonstration Projects): \$25,000; 10022700.44835.18024 (Reimbursements): \$0; 10022700.80220.18024 (Museum Lighting Project): \$0

PROPOSED BUDGET AMOUNT: 80626450.52139 (Public Benefit Demonstration Projects): Add additional \$69,000; 10022700.44835.18024: -\$94,000; 10022700.80220.18024: \$94,000

FINANCING SOURCE: Public Benefit Funds-Demonstration Project

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mel Grandi, Electric Utility Director; Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

Attachment 1
Page 1

Quote

sixteen⁵hundred

Job Name: Grace Hudson Museum
Quote #: 19-86501-0
Quote Label: LSI Budget
Job Location: Ukiah, California
Issue Date: 8/24/2021
Good Through: 10/17/2021
Quoted By: Matt Chambers

16500, INC
2100 POWELL ST
SUITE 800
EMERYVILLE, CA 94608-1826
(Phn) 510-208-5005 EXT:
(Fax) 510-420-5719

Quoted To: Unassigned

Type	Qty	Manufacturer/Brand	Catalog #	Line Comment	Unit \$	Ext \$
DIRECT SALE PRICING						
FREIGHT CHARGES MAY APPLY						
PLUS TAX						
MINIMUM BASIC ORDER						
14		Lighting Services, Inc.	LX2044-T1920-9827WR-00-TE120W		\$571.15	\$7,996.10
3		Lighting Services, Inc.	LX2020-ZE103-902704-0E-TE120W		\$435.60	\$1,306.80
3		Lighting Services, Inc.	LX2020-ZE103-902712-0E-TE120W		\$435.60	\$1,306.80
3		Lighting Services, Inc.	LX2020-ZE103-902725-0E-TE120W		\$435.60	\$1,306.80
40		Lighting Services, Inc.	LX2030-TS907-9827P2-0E-TE120W		\$450.00	\$18,000.00
30		Lighting Services, Inc.	LX-P40-REF-CLR		\$8.90	\$267.00
30		Lighting Services, Inc.	LX-P16-REF-CLR		\$8.90	\$267.00
5		Lighting Services, Inc.	AAA990		\$30.00	\$150.00
3		Lighting Services, Inc.	AAA992		\$54.45	\$163.35
4		Lighting Services, Inc.	31320	8'TRACK/1CKT WHITE	\$133.35	\$533.40
4		Lighting Services, Inc.	31300	END FEED/1CKT WHITE	\$40.00	\$160.00
4		Lighting Services, Inc.	30303	END CAP WHITE	\$6.70	\$26.80
Subtotal						\$31,484.05
MEDIUM TIER SCENARIO						
60		Lighting Services, Inc.	LX2030-TS907-9827P2-0E-TE120W		\$450.00	\$27,000.00
8		Lighting Services, Inc.	LX2044-T1920-9827WR-00-TE120W		\$571.15	\$4,569.20
2		Lighting Services, Inc.	LX2020-ZE103-902704-0E-TE120W		\$435.60	\$871.20

Attachment 1
page 2

Quote

sixteen**5**hundred

Job Name: Grace Hudson Museum
Quote #: 19-86501-0
Quote Label: LSI Budget
Job Location: Ukiah, California
Issue Date: 8/24/2021
Good Through: 10/17/2021
Quoted By: Matt Chambers

Type	Qty	Manufacturer/Brand	Catalog #	Line Comment	Unit \$	Ext \$
	2	Lighting Services, Inc.	LX2020-ZE103-902712-0E-TE120W		\$435.60	\$871.20
	2	Lighting Services, Inc.	LX2020-ZE103-902725-0E-TE120W		\$435.60	\$871.20
	25	Lighting Services, Inc.	LX-P16-REF-CLR		\$8.90	\$222.50
	25	Lighting Services, Inc.	LX-P40-REF-CLR		\$8.90	\$222.50
	3	Lighting Services, Inc.	AAA990		\$30.00	\$90.00
	3	Lighting Services, Inc.	AAA992		\$54.45	\$163.35
		Subtotal				\$34,881.15
		TOTAL COVERAGE SCENARIO				
	30	Lighting Services, Inc.	LX2030-TS907-9830P1-0E-TE120W		\$450.00	\$13,500.00
	10	Lighting Services, Inc.	LX2030-TS907-9827P2-0E-TE120W		\$450.00	\$4,500.00
	2	Lighting Services, Inc.	LX2020-ZE103-902712-0E-TE120W		\$435.60	\$871.20
	2	Lighting Services, Inc.	LX2020-ZE103-902725-0E-TE120W		\$435.60	\$871.20
	2	Lighting Services, Inc.	AAA990		\$30.00	\$60.00
	2	Lighting Services, Inc.	AAA992		\$54.45	\$108.90
		Subtotal				\$19,911.30



AGENDA SUMMARY REPORT

SUBJECT: Consideration and Possible Adoption of a Resolution Adjusting Fees for Pre Hospital Emergency Medical Services and Emergency Ambulance Services Provided by the Ukiah Valley Fire Authority.

DEPARTMENT: Fire

PREPARED BY: Doug Hutchison, Fire Chief

PRESENTER: Doug Hutchison- Fire Chief
AP Triton, LLC.

ATTACHMENTS:

1. AP Triton Fee Memo-2021
2. CVEMSA Ambulance Rates
3. Proposed PHEMS and Ambulance Fees-2021
4. RESOLUTION - Ambulance Fees

Summary: The City Council will consider adoption of a Resolution adjusting the fees charged for Pre-Hospital Emergency Medical Services and Emergency Ambulance Services provided by the Ukiah Valley Fire Authority (UVFA).

Background: The City of Ukiah has provided Pre-Hospital Emergency Services (PHEMS), including Emergency Ambulance Transportation utilizing cross-trained/dual role Firefighter/EMTs and Firefighter/Paramedics for decades and continues to do so today through the Ukiah Valley Fire Authority (UVFA).

Discussion: The current fee schedule in place for Emergency Ambulance Services provided by the Ukiah Valley Fire Authority (UVFA) was adopted by the City Council in 2007. The fees were adjusted in 2012, but due to the wording of the resolution, the fees returned to the 2007 adopted rates when no action was taken to update them again the following year.

Fourteen years have passed, and the 2007 rates are insufficient to cover the costs of the UVFA providing PHEMS and Emergency Ambulance Transport. Even if the 2012 rates had remained in effect, they would not be sufficient to cover the costs of the PHEMS and Emergency Ambulance Services being provided by the UVFA today.

There are many factors that must be considered to determine the cost of providing PHEMS and Emergency Ambulance Transport. Personnel time, certification pay, training/recertification costs, equipment, disposable supplies, fuel, maintenance, insurance and medical oversight are the primary factors to be considered. To arrive at a reasonable cost recovery rate, the UVFA enlisted AP Triton, LLC., consultant on PHEMS. Through their analysis they have arrived at the rates listed in Table 1 (Attachment 1). Though UVFA staff agree with and have full faith in their analysis, staff feels it best to adjust the rates to match the current, though lower, commercial ambulance providers published rates as provided by Coastal Valleys EMS (CVEMS), our Local Emergency Medical Services Agency (LEMSA) (See Attachment 2).

It is UVFA staff's understanding that CVEMS has recently conducted an updated poll of the regional ambulance rates, but that data is yet unavailable. Therefore, UVFA staff recommends adjusting the rates to

be in line with the current commercial ambulance provider per the attached as outlined on Attachment 3, and will monitor and reevaluate how effective cost recovery is accomplished as a collection history of the adjusted fees is established. The Resolution for Council's consideration is offered as Attachment 4.

Recommended Action: Adopt the proposed Resolution to adjust the fees for Pre-Hospital Emergency Services and Emergency Ambulance Services provided by the Ukiah Valley Fire Authority.

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: Doug Hutchison- Fire Chief

Approved: 
Sage Sangiacomo, City Manager



1309 Coffeen Avenue, Suite 3178 • Sheridan, WY 82801 • 833.251.5824 • www.aptriton.com

August 24, 2021

Doug Hutchison, Fire Chief
Ukiah Valley Fire Authority
1500 S State Street
Ukiah, CA 95482

Dear Chief:

History

As I reviewed some of the historical documents used by the City of Ukiah as it relates to the current ambulance fee structure, I found a staff report and resolution from 2012, with their recommended fee adjustments. This was used as the starting point for establishing the recommended ambulance fee structure. The staff report addressed only a very small and limited scope of cost recovery that was associated with the ambulance fee structure. The report mentioned the need to have annual cost reviews and adjustments using CPI for that period. Staff also attempted to address some of the service delivery costs that were attached to the EMS system.

There were a couple of very specific areas from the recommendation that need to be pointed out. There was mention of a non-transport assessment fee that was set at \$213 and recommended to be raised to \$450. This would be very similar to a First Responder Fee (FRF). The second is the recommendation to adjust the fees from \$989 to \$1,882 for ALS transportation. This was an adjustment to cover a three-year (catch-up) period, totaling a \$893 increase. This was an annual increase of \$297 per year. There were other associated fees to be adjusted as well.

With all of the staff recommendations, there was also a sunset clause added to the resolution. This was to take effect under a couple of situations and would have the fees revert to the 2007 rates, which are the current ambulance billing rates at this time.

The report that AP Triton has been working on used a very comprehensive review of the entire EMS system for both the City of Ukiah and Ukiah Valley Fire Authority, inclusive of all of the departments and EMS system components and capabilities. It took into account standardized methodologies to identify and establish cost recovery associated to all portions of the EMS system.

Fee Adjustments

Based on the goals that have been in place with the City of Ukiah regarding cost recovery for EMS services delivered by the Ukiah Fire Department, and in order to achieve the efficiency and



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effectiveness of a modern day and dynamic EMS system, the following ambulance and EMS fees are recommended. This catch-up period is for a total of 14 years.

Ambulance fees for all transports will use a "bundle billing" process, which is the method of payment from the Center for Medicare and Medicaid Services (CMS). This means that there is very limited itemized billing examples: oxygen, mileage, cardiac monitors, and night calls. These are the standardized billing items from CMS.

Most, if not all, commercial insurance companies use this same billing approach as CMS as it relates to ambulance billing and payments. Again, these fees are required to be billed to every patient, per CMS regulations. With that said, both Medicare and Medi-Cal will only pay their set rates for those patients. Medicare has an established rate of \$465 and Medi-Cal has an established rate of \$165 per transport.

A First Responder Fee (FRF) is recommended at a rate of \$390.23. This is an adjustment of \$177. This is \$60 below what the staff recommendation was in 2012. The increase in the 2012 process was to add \$237 for a rate of \$450.

The current billing rate is at \$989 for ALS transportation, which is the 2007 established date for this rate. The recommend rate is set at \$3,350 for all transports. This works out for an average annual increase of \$168.64 over the 14-year period.

Services	2007 (Current)	Increase	Recommended Rates
First Responder Fee	\$213.00	+\$177.23	\$390.23
Transportation	\$989.00	+\$2,361	\$3,350.00
Cardiac Monitor	\$77.00	+\$17.00	\$60.00
Oxygen	\$83.00	+\$37.00	\$120.00
Night call	N/A	+\$100.00	\$100.00
Milage	\$14.00	+\$16.00	\$30.00



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Summary:

The City of Ukiah identified several years ago that there was, and there still is a need to identify costs associated to the City's EMS system. The EMS transportation portion has been reviewed and has our recommended the ambulance fee structure. This is just one portion of the over all EMS system within the Ukiah Valley Fire Authority. These ambulance fees are well within norms for EMS transportation providers of this size with the EMS incident call volume and patient transports.

Sincerely,

Timothy E. Maybee
Senior Associate

CVEMSA Ambulance Rates	Non-Emergency	Emergency	ALS Base	ALS Inclusive*	Mileage	Night	Emergency	Oxygen	Subscription	APC**	Service Type
AMBULANCE SERVICE PROVIDER	BLS BASE RATE		ALS RATE		OTHER CHARGES (if not included in base rates)						
Bodega Bay FPD	N/A	1,824.00	2,224.00	N/A	27.00	100.00	150.00	120.00	N/A	3,026.00	Fire District
Coast Life Support District	\$ 1,381	\$ 1,887	\$ 3,258	N/A	\$ 36	\$ 130	\$ 415	\$ 162	\$ -	4,628.73	Special District
AMR - Sonoma	1,365.04	1,365.04	1,762.52	N/A	37.58	107.20	176.55	149.98	N/A	2,316.27	Private Service (EOA)
Cloverdale Health Care District	1000.00	1900.00	N/A	1900.00	20.00	N/A	N/A	N/A	N/A	2140.00	Healthcare District
Falck N.C. verihealth/Sonoma Raceway	1,000.00	1,000.00	1,000.00	N/A	20.00	N/A	N/A	N/A	N/A		Private Service
Falck N.C verihealth	1,582.00	1,582.00	2,600.00	N/A	42.48	N/A	N/A	150.13	N/A	3,972.31	Private Service
Petaluma Fire Department City Resident	N/A	954.00	1,339.00	1,958.00	32.00	N/A	N/A	128.00	N/A	1,1303.55	City Fire Department
Petaluma Fire Department Non-Resident	N/A	1,117.00	1,557.00	2,207.00	32.00	N/A	N/A	128.00	N/A		City Fire Department
Sonoma Valley Fire City resident	768.00	768.00	1155.00	N/A	25.00	N/A	N/A	123.00	49.00	1289.00	Fire District
Sonoma Valley Fire Non-resident	883.00	883.00	1328.00	N/A	25.00	N/A	N/A	123.00	49.00	1453.50	Fire District
Bells Healdsburg Ambulance Service	950.00	300.00	1,600.00	N/A	26.00	70.00	300.00	90.00	N/A	1,862.67	Private Service
Russian River Fire	N/A	1497.00	1807.00	N/A	27.50	95.00	125.00	120.00	N/A	N/R	Fire District
Anderson Valley Fire Department***	1400.00	1400.00	2200.00	2200.00	32.00	N/A	N/A	120.00	N/A	N/A	Community Services District
Medstar of Mendocino County	1425.00	1425.00	2275.00	N/A	29.50	175.00		85.00	N/A	N/R	Private non-profit
Mendocino Coast District Hospital	516.00	1298.00	1547.00	2033.00	36.00	119.00	N/A	118.00	55.00	N/R	Healthcare District
Laytonville Fire Department	N/A	875.00	1200.00	1585.00	21.00	110.00	110.00	85.00	N/A	2019.00	Fire District

2021 Proposed Fees for Pre Hospital Emergency Medical Services and Emergency Ambulance
Transportation Provided by the Ukiah Valley Fire Authority

Services	Current Fee (2007)	Proposed Fee (2021)
Emergency Ambulance Transport	\$989.00	\$2275.00
Mileage	\$14.00	\$30.00
Oxygen and Supplies	\$83.00	\$120.00
Cardiac Monitor	\$77.00	\$60.00
Treat, No Transport/First Response Fee	\$213.00	\$390.23
Night Call	\$0	\$100.00

RESOLUTION NO. 2021-**RESOLUTION OF THE CITY COUNCIL OF UKIAH ADOPTING FEES FOR PRE-HOSPITAL EMERGENCY SERVICES AND EMERGENCY AMBULANCE TRANSPORTATION PROVIDED BY THE UKIAH VALLEY FIRE AUTHORITY**

BE IT RESOLVED that effective immediately the City Council adopts the following fees for the provision of Pre Hospital Emergency Medical services and Emergency Ambulance Transportation provided by the Ukiah Valley Fire Authority:

Emergency Ambulance Transport	\$2,275.00
Mileage, per mile	\$30.00
Oxygen and Supplies	\$120.00
Cardiac Monitor	\$60.00
Treat, No Transport/First Response Fee	\$390.23
Night Call	\$100.00

FURTHERMORE, these fees are to be evaluated annually at minimum, and adjusted as necessary.

PASSED AND ADOPTED this 1st day of September 2021, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Juan V. Orozco, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Award Professional Services Agreement to BKF Engineers in the Amount of \$195,789 to Prepare the Plans, Specifications, and Estimate for the Gobbi Street Utility Replacement Project, and Approve Corresponding Budget Amendments.

DEPARTMENT: Public Works

PREPARED BY: Andrew Stricklin, Associate Engineer

PRESENTER: Tim Eriksen, Public Works Director/City Engineer

ATTACHMENTS:

1. RFP- Gobbi Street Utility Replacement Project
2. BKF - Design Proposal
3. BKF - Fee Proposal

Summary: The City Council will consider awarding a professional services agreement to BKF Engineers for preparation of plans, specifications, and estimate for the Gobbi Street Utility Replacement Project, and approving a corresponding budget amendment.

Background: The project will complete the design and prepare the plans, specifications, and estimate for the Gobbi Street Utility Replacement Project. The project involves the replacement of the Water and Sewer Utilities on Gobbi Street from US Highway 101 to South Dora Street. Final work will also include the design of ADA curb ramps as well as rehabilitation of the road. The Electric and Cable facilities have already been installed underground.

Discussion: The City issued a request for proposals (Attachment 1) and sent it to four local firms. In addition, staff posted the RFP on the City's website through eBidboard on April 6, 2021. In response to the City's RFP, two consulting firms submitting a proposal including BKF Engineers and GHD Inc. The selection committee consisting of City staff reviewed the proposals and selected BKF Engineers as the recommended consultant to design this project. BKF's billing rates are consistent with industry standards and their proposal and best fits with the request and scope of this project. BKF's proposal (Attachment 2) and the cost proposal (Attachment 3) are included with this report for reference.

BKF's cost for the proposed work is \$195,789. Staff recommends award of a professional services agreement to BKF Engineers in the amount of \$195,789. The funding source for this project includes: Water, Sewer, and Streets (Measure Y).

Recommended Action: Award professional services agreement to BKF Engineers in the amount of \$195,789 to prepare the plans, specifications, and estimate for the Gobbi Street Utility Replacement Project, and approve corresponding budget amendments.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: \$0

PROPOSED BUDGET AMOUNT: 82227113.80230.18290: \$65,263; 84427221.80230.18290: \$65,263;

12025200.80230.18290: \$65,263

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Tim Eriksen, Director of Public Works / City Engineer

Approved: 
Sage Sangiacomo, City Manager



**PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSAL**

**DESIGN OF GOBBI STREET UTILITY
REPLACEMENT PROJECT**

PROPOSAL DUE: MAY 20, 2021 AT 2:00 PM

GENERAL INFORMATION / PROJECT LOCATION

The City of Ukiah (City) with a population of 16,075 people, is located approximately 115 miles north of San Francisco, CA on the US Highway 101 corridor. Ukiah is the retail service hub to an area reaching a 50-mile perimeter and experiences a daytime service population exceeding 35,000 people.

The City is planning to replace the Water and Sewer Utilities on Gobbi Street from US Highway 101 to South Dora Street. Final work will involve the replacement of existing ADA curb ramps and the installation of new ones as well as complete street reconstruction. The Electric and Cable facilities have already been installed underground. The water and sewer mains have been replaced in the intersection of South State Street and Gobbi Street. The total project length is 3,610 feet.

PROJECT INFORMATION AND SCHEDULE

The City would like to construct this project in the Summer or Fall of 2022.

SCOPE OF SERVICES

- Perform field surveys and topographic mapping as required to design all project components
- Design of 24 ADA Curb Ramps
- Provide recommendation for pavement rehabilitation method and cross section design
- Prepare final construction plans ready for bid advertising, prepare technical specifications and quantity estimates for the work, provide a detailed engineering estimate of cost at the completion of design, and provide a time line estimate.
- Provide one copy of contract documents, plans and specifications in digital format.

SELECTION:

Consultant selection will be made on the basis of qualifications. The following evaluation criteria will be used in evaluating and selecting candidates:

- Candidate's specialized experience and technical competence as applicable to the services required.
- Schedule for the Consultant to complete each submittal as described in "Lead Times" below.

CONSULTANT'S PROPOSAL:

Proposals shall be labeled:

"Design of Gobbi Street Utility Replacement Project"

Proposals shall be submitted to:

Jarod Thiele
Management Analyst II
City of Ukiah,
Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482-5400

Five (5) copies of the PROPOSAL are required. Proposals must be received prior to 2:00 PM, MAY 20, 2021

Proposals shall include the following:

The proposal should include a brief overview of the specific approach and procedures the firm proposes to complete the tasks described in the Scope of Services. The proposal must be signed by an official authorized to bind the successful firm contractually and shall contain a statement to the effect that the proposal is a firm offer for a minimum period of thirty (30) days after the submittal date. The proposal shall also provide the following: name, title, address, and telephone number of individuals with the authority to negotiate a contract and bind the consultant to the terms of the contract.

In a separate sealed envelope, provide a “not to exceed” maximum cost fee proposal for all identified work in the Scope of Services above, including all labor costs for proposed tests. Indicate if travel time, mileage, and per diem will be charged. Include any sub-consultant cost. Additionally, please identify miscellaneous costs associated with this proposal. Submit a copy of your firm’s current itemized hourly rate. Consultant selection will be made on the basis of qualifications and schedule to complete the work

Lead Times

Please provide a project schedule for the design. The City would like a 60% submittal, a 100% submittal and a final Design Engineer stamped submittal. The City will review each submittal within one week of receipt.

Qualifications

Describe the qualifications and experience of the firm as related to the project.

References

Provide a list of similar projects for which the firm has completed similar projects with a list of at least three client references associated with these projects. Include client references for any proposed sub-consultants. Provide names of contact person, addresses and telephone numbers for all client references.

Exceptions

Identify any exceptions you are proposing with respect to the Scope of Services. Additionally, if there are any exceptions to the City's insurance requirements and/or the City's draft professional services agreement as shown in the Attachment "A", the Consultant should list the exceptions in the proposal.

SPECIAL PROPOSAL REQUIREMENT

Proposal documents shall be produced on recycled paper, when practicable. The proposal front cover shall be labeled in such a way as to identify that the document was produced on recycled paper and the pages of the proposal shall be produced double sided, where feasible.

ADDENDA

If it becomes necessary to revise any part of this RFP after it has been issued, the City will issue an addendum to the RFP containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the RFP documents. Anyone who intends to submit a proposal in response to the RFP must register as a plan holder on the City's website and check the website frequently for any posted addenda. Anyone submitting a proposal will be deemed to have seen and agreed to be bound by the posted addenda.

INSURANCE REQUIREMENTS

The insurance requirements are set forth in Attachment "B".

RIGHT OF REFUSAL

The City reserves the right to reject any and all proposals without qualifications. Proposals will be considered only in their entirety. The City reserves the right to negotiate the specific requirements and costs using the selected proposal as a basis.

QUESTIONS

Questions shall be directed to Jarod Thiele, Management Analyst II, City of Ukiah, Department of Public Works, 300 Seminary Avenue, Ukiah, CA 95482-5400, voice phone: (707) 463-6755, fax phone: (707) 463-6204, email (preferred contact method): jthiele@cityofukiah.com

ATTACHMENT "A"

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES [Design Professional]

This Agreement, made and entered into this ____ day of _____, 2016 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and _____, a _____ [sole proprietorship, corporation, partnership, limited partnership, limited liability company, etc] organized and in good standing under the laws of the state of _____, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to _____.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within _____ from receipt of the Notice to Proceed. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$---. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that

amount.

- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and the expenses claimed.
- 5.0 ASSURANCES OF CONSULTANT
- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO") Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit 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, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. 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 to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend from ----- to -----.

4. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, after notice to Consultant that City has paid the premium, the cost of insurance may be deducted from the compensation otherwise due the contractor under the terms of this Contract.

G. Subcontractors

Consultant shall include all sub-contractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

“Indemnify,” as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Documents and Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.

- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.
- 7.9 Duplicate Originals. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. When so signed, each such document shall be admissible in administrative or judicial proceedings as proof of the terms of the Agreement between the parties.

8.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH -----
 DEPT. OF PUBLIC WORKS -----
 300 SEMINARY AVENUE -----
 UKIAH, CALIFORNIA 95482-5400

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

CONSULTANT

BY: _____ Date _____

PRINT NAME: _____

IRS IDN Number

CITY OF UKIAH

BY: _____
SAGE SANGIACOMO
CITY MANAGER

Date

ATTEST

KRISTINE LAWLER
CITY CLERK

Date

ATTACHMENT "B"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant(s) 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 Consultant(s), his agents, representatives, or employees.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office **Commercial General Liability** coverage (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Workers' Compensation** insurance as required by the State of California and Employer's Liability Insurance.
- D. **Errors and Omissions liability** insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

II. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including **operations, products and completed operations**, as applicable. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Workman's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Errors and Omissions liability: \$1,000,000 per occurrence. If written on a claims-made basis, insurance coverage must cover claims filed within 3 years after contract work completed.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Consultant to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. REQUIRED Insurance Provisions

Proof of **general liability and automobile liability** policies are to contain, or **be endorsed** to contain, the following provisions:

- A. The City, its officers, officials, employees, and volunteers are to be covered as **ADDITIONAL INSURED** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance, or as a separate owner's policy.

B. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

C. For any claims related to this project, the Consultant's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

V. RATING - Acceptability of Insurers

Insurance is to be placed with admitted California insurers with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

VI. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be **on forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

VII. Subcontractors

If Consultant uses subcontractors or sub-consultants, it shall cover them under its policies or require them to separately comply with the insurance requirements set forth in Paragraph 6.1 of Attachment "A"

If you have questions regarding our insurance requirements contact:

**Risk Manager
(707) 463-6287 or FAX (707) 463-6204**

Revised: 11/20/08



Proposal for

City of Ukiah

Design of Gobbi Street
Utility Replacement Project

MAY 20, 2021



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May 20, 2021

Jarod Thiele, Management Analyst II
City of Ukiah, Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482-5400



Subject: Proposal for the Design of Gobbi Street Utility Replacement Project

Dear Jarod:

The Gobbi Street corridor is a key access way into some of the City's busiest business and residential hubs. We are excited to have the opportunity be the team that rejuvenates this distressed roadway into a safe and accessible project, complete with new underground utility infrastructure. This project will function as a gateway to the newly streetscaped downtown area. To create this revitalization and downtown gateway, we understand that the project components must include improvements such as modernization of the utility system, pavement rehabilitation, striping modifications and enhancements, and accessible curb ramps. We understand all the pieces that need to fit into a utility and street rehabilitation project, as we have successfully completed several similar projects in recent years. We also have a proven track record of understanding and satisfying our municipal clients, as evidenced by our lasting relationships with public agencies all throughout the North Bay area.

Most recently, we worked closely with County of Marin staff to design the improvements for the Sir Francis Drake Boulevard Corridor Rehabilitation project. The project is approaching completion of construction; which included pavement rehabilitation, curb ramp upgrades, bike lane striping, and water main replacement, and is currently under budget and ahead of schedule, with no significant design changes or change orders needed. Our team has recently completed the design for the Mendocino Avenue Sewer Rehabilitation project in the City of Santa Rosa, one of many projects we have previously completed with the City. This project included the use of a trenchless slip lining technology to address concerns with an aging and deteriorating sewer main. This unique approach avoided significant ground and traffic disturbances, while also limiting down-time to the sewer main in this largely commercial area of the City. BKF is currently working with the City of Petaluma, also a repeat client, for the rehabilitation of the busy North McDowell Corridor. This project, which is still in design, contains many of the same project components and considerations as does the Gobbi Street project, including pavement rehabilitation, curb ramps, pedestrian crossing improvements, and coordination with PG&E.

BKF has assembled a team of sub-consultants to assist with preparing comprehensive Construction Documents; LACO Associates (LACO), a firm local to Ukiah, will be conducting geotechnical borings and will prepare a geotechnical investigation report with pavement and soil preparation recommendations. We have also brought Bay Area Traffic Specialists (B.A.T.S.) onto our team to support us with traffic control plans and approaches. We have worked together on similar projects, and each bring relevant past project experience to the team. Also within our proposal we have offered an optional task for underground utility location services, which BKF can complete in-house, should this service be needed.

As a Vice President, I am authorized to bind the firm contractually. This proposal is a firm offer that is valid for thirty (30) days following today's date.

We appreciate your consideration of our proposal and look forward to continuing our relationship with the City. If you have any questions, please contact me at 415.930.7964 or by email at jkirchmann@bkf.com.

Sincerely,

BKF ENGINEERS

**AUTHORITY TO
NEGOTIATE CONTRACT**

Name: Jason Kirchmann

Title: Vice President

Address: 200 4th Street, Ste 300
Santa Rosa, CA 95401

Phone: 415.930.7964

Jason Kirchmann, PE, PLS

Vice President
415.930.7964
jkirchmann@bkf.com

Becky Dower, PE, QSD/P (Main Point of Contact)

Project Manager
707.583.8536
bdower@bkf.com

UNDERSTANDING & APPROACH

The City of Ukiah, using Measure Y funds, intends for the project to be a revitalization of Gobbi Street to modernize the utility system and restart the pavement design life for the section between South Dora Street and the western limits of the US Highway 101 interchange. The project will include the replacement of the aging utility infrastructure along the Gobbi Street corridor following the planned undergrounding of the existing overhead lines and the upcoming installation of a new traffic signal at the intersection of Gobbi Street and Waugh Lane (to be completed as separate projects). BKF will provide the City with recommendations and design options for pavement rehabilitation, utility replacement design, new curb ramps at select locations, and restriping of the roadway. While many of the Gobbi Street Utility Replacement components may seem fairly standard for a typical utility replacement and paving improvement project, during our visit of the site and review of publicly available documentation, we have observed unique challenges that will accompany the design and construction of the project. We have summarized some of the key elements that may be encountered during 3,610 foot project corridor:

Maintained Utility Use during Construction: based on our preliminary research of existing conditions and experience that Gobbi Street may not have available underground real estate to allow for construction of a new parallel sewer system while keeping the existing system in place and functional during construction. If upon review of the existing utility conditions we determine that the best or only alignment for the new sewer mains coincide with the location of the existing mains, we can support with City by preparing specifications for a by-pass pumping system to be installed and operated by the Contractor. We have recent experience with developing specifications for sewer by-pass pumping, which can be utilized when portions of the existing system need to be removed to facilitate construction of the new system.

Impacts to Traffic during Construction: Being a main arterial, construction disruption can have far-reaching impacts to traffic in the area. We have successfully worked with Bay Area Traffic Solutions (B.A.T.S.) to develop safe and effective traffic control plans to help mitigate construction impacts to both vehicle and pedestrian travelers. Additionally, we have developed and deployed night work specifications and requirements for similar projects, while being mindful of the impact that night work can have on the project construction budget. Careful consideration to the phasing of the various work items can help to identify and schedule day-work, while limiting night work to only those operations that will be impactful to safe and functional use of the roadway and the utility system.

Accessible Curb Ramp Design: BKF will identify a proposed new configuration for each of the 24 new curb ramps to be replaced. At this time, we are expecting that many of the ramps to be replaced will not be able to be constructed in accordance with the City of Ukiah's standard Curb Ramp detail, due to apparent limitation in available right of way. Use of the Caltrans Standard Modified Case C Ramp will be investigated as a potential ramp option for locations with limited right of way, at locations such as Court Street and Gobbi Street.



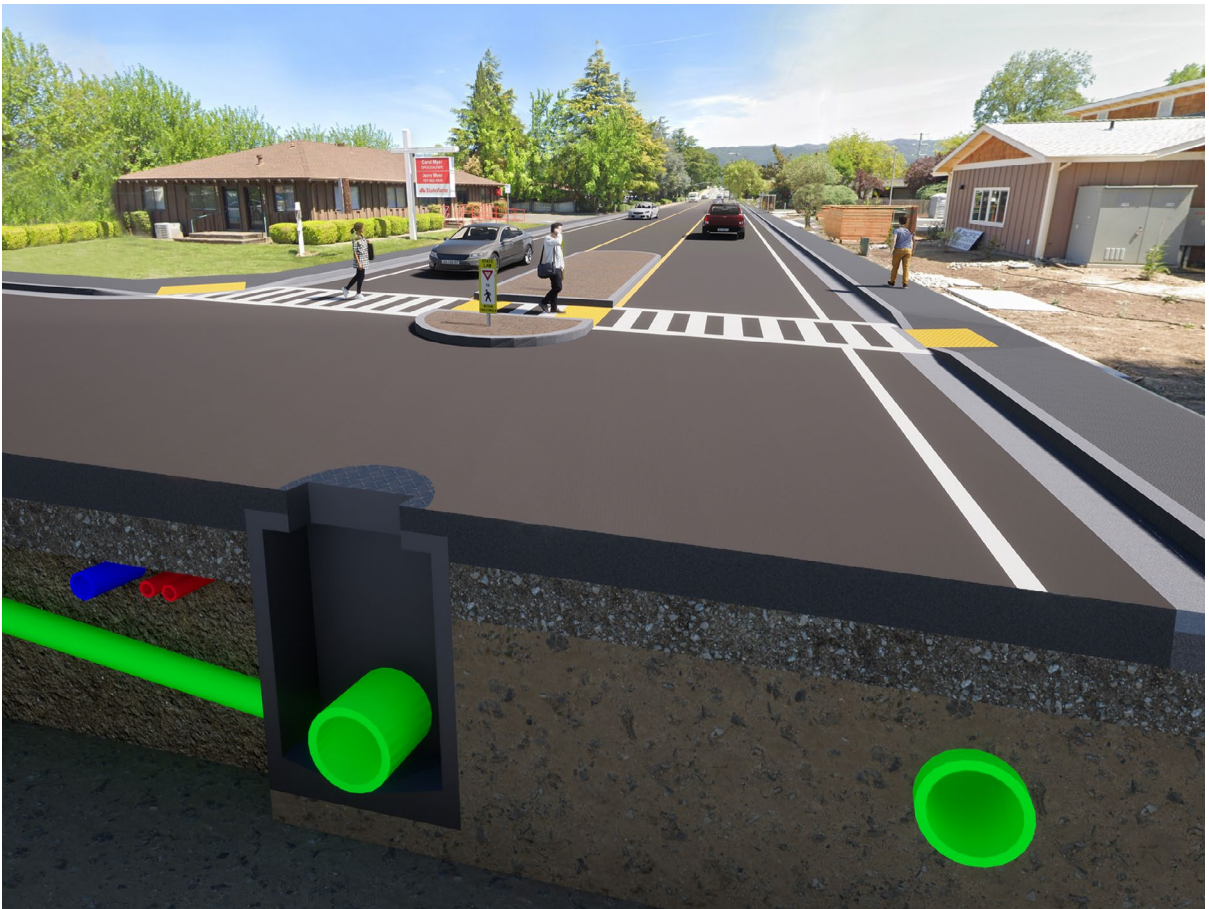
Area where Modified Case C Ramp may be needed due to limited right-of-way

02 / UNDERSTANDING & APPROACH

Ramps and crossing improvements will be designed to maintain a consistent “look and feel” to the improvements currently being design and constructed for the Downtown Streetscape Improvement Projects.

Pavement Rehabilitation: The traffic count and geotechnical information will be used to inform the design of a pavement rehabilitation approach following generally accepted design criteria to establish a pavement rehabilitation approach. Pavement techniques may include full depth reclamation (FDR), use of glass grid or similar paving fabrics, or redesigned asphalt sections. BKF will present the pavement rehabilitation options to the City and will work with City staff to identify the preferred rehabilitation techniques in order to achieve the intended result while offering opportunities for cost savings by incorporating less intensive restoration where suitable.

Pedestrian Crossing Enhancements at Leslie Street: BKF will coordinate layout and prepare design for a new, enhanced pedestrian crossing near the unsignalized intersection of Gobbi Street and Leslie Street. Due to the presence of bike lanes on Gobbi Street, we have identified a pedestrian refuge island in the unutilized section of the center turn lane as a good option for increasing pedestrian visibility and safety while limiting impacts to the bike lane. Additional improvements, such as advanced signage or surface-mounted traffic calming devices should be further investigated as ways to improve safety at this critical intersection.



Conceptual rendering of potential utility, pavement, striping, and pedestrian crossing improvements at Leslie Street

Limited Hardscape Improvements: It is our understanding that the City is not looking to replace sidewalk, curb, and gutter with this project. The undergrounding work, which is to take place prior to this project, will include the replacement of impacted sections of sidewalk only. Based on our familiarity with the corridor, we know that there are many sections of curb and gutter that are in poor and failing condition. If these sections are not replaced with the underground work, we would recommend to the City that replacement of curb and gutter in selected and limited areas be considered to enhance the life cycle of the new pavement that will be constructed with the project.

Alternative Approaches: Depending on the condition of the existing water sewer mains and the concerns that the City may have regarding their age and capacity, a trenchless remediation of the existing mains, such as slip lining, may be applicable to the project. Slip lining utilizes the existing pipe as a carrier pipe for the installation of a liner, typically made of HDPE. This liner provides a barrier between the fluid and the carrier pipe, addressing many concerns associated with aging infrastructure. While this is a cost-effective and schedule-efficient approach for remediating the effects of older infrastructure, this approach may also impact the maximum flow capacity of the carrier pipe. BKF would like the opportunity to further understand the specific concerns and need and explore this, and other alternative approaches to save on both cost and time.

SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT

Project Management: BKF will provide general project management and consultant oversight services including defining and tracking tasks, status updates, general coordination, and preparation of a detailed schedule showing planned milestones and deliverables to be achieved for completion of the Project. BKF will also track the budget and issue monthly invoices.

Meetings: BKF will schedule regular progress meeting to discuss the status of the Project, upcoming efforts, issues, coordination items, and other relevant information. Agendas, action logs, updated project schedules, and meeting minutes will be prepared and distributed. We will also maintain frequent and timely communication with City staff throughout the duration of the Project..

Quality Assurance/Quality Control (QA/QC): BKF will perform quality control checks for each submittal in accordance with BKF's Quality Manual prior to submitting to City. BKF's Quality Control Manager will review both in-house and sub-consultant work at each phase of the project to ensure quality and contract compliance. All plan review comments are documented and formally responded to the form of a comment response letter and/or comment response markups. A copy of BKF's full Quality Manual can be provided upon request.

Deliverables:

- Schedule Updates
- Invoices
- Progress Report
- Updated Action Log
- Meeting Agendas and Minutes
- Plan Review Response Documents

TASK 2: DATA COLLECTION

Record Data Collection and Field Review: BKF will research and collect available records from the City, Mendocino County, and the public utilities to obtain property line, utility data, geotechnical information and traffic information. BKF will take notes of any potential public/private conflicts within rights-of-way. While BKF understand that it is the City's intent to construct the project within existing public rights-of-way, should a conflict occur, BKF will address the need for easements.

Topographic Survey: In an effort to be efficient with our services and provide data only to the accuracy needed in specific locations, BKF will utilize multiple survey tools to survey the project corridor. We will leverage our Unmanned Aerial Vehicle (UAV, also known as a drone), with integrated real time kinematic GPS to perform a flight of the corridor. The UAV data will be adjusted to survey control set by BKF throughout the project area to generate ortho-rectified aerial photos and aerial survey accuracy topographic information. BKF's field crews will supplement the UAV survey data with typical cross sections of the boulevard at critical locations and higher density topographic spot data where bulb-outs or curb ramps are anticipated. We will reserve some additional survey time to come back and densify the topography as needed in critical areas such as sidewalk gap closures or unique street designs. By

02 / UNDERSTANDING & APPROACH

reserving some time to come back and densify the topography, we have an opportunity to let the design drive the survey efforts so that we are not wasting time surveying features which may not require survey grade accuracy.

The topographic mapping approach described herein will generate a base map for the entire project. The base maps will include topographic and utility information encountered during the course of the survey and as provided by the City. Our understanding is that the City expects the project right-of-way has been previously surveyed before and is shown on a combination of as-builts, right-of-way, easement or official survey maps. Individual properties within the project area will be identified by tax assessor number. If during the course of BKF's survey, it appears that section 8762 of the California Professional Land Surveyor's Act will be triggered, requiring a Record of Survey, BKF will notify the City and discuss the right of way mapping options. Formal boundary determination, right-of-way acquisition, or a record of survey are not included, but can be provided as an additional service.

BKF will complete field surveys along the roadway, acquiring cross sections at 25 foot intervals. BKF will create base maps including topographic, utility, and boundary information that will be based on existing as-builts, right-of-way and easement maps as provided by the City. Base maps will include topographic features and fixed works such as grade breaks, drainage swales, striping, edge of pavements, concrete, trees 12-inches in diameter and larger, bridge abutments, utility poles and other utility structures. Underground utilities will be shown based on observed surface information and "dips" of gravity utility structures. Subsurface exploration or detection of underground locating of utilities is not included in this scope of services, but can be provided as an additional service if requested.

Public Utilities Coordination: Older streets often times have shallow utilities which may conflict with full depth replacement paving or other designs implemented with this project. Additionally, in order to prolong the finished streets lifespan, it is important to coordinate any planned utility projects prior to final paving. We understand that PG&E and AT&T will be undergrounding their existing overhead facilities prior to the start of construction for this project. BKF will communication with PG&E, Comcast, AT&T, and the City of Ukiah Public Works Utilities Division to understand the location of the existing and future utilities and to coordinate relocations and potential upgrades to their facilities, if needed.

Geotechnical Investigation: A site investigation and report prepared by a Geotechnical Engineer is highly recommended for paving rehabilitation projects with complex existing conditions and several potential solutions. BKF, through our sub-consultant, LACO, will prepare geotechnical report that will support project designs. To complete this exploration, we will leverage our past work in the area and the resulting knowledge of Ukiah's unique geologic framework to minimize the level of effort in completing the following investigative tasks:

- Review local geologic reports, maps, and information in LACO's database to determine anticipated site geology.
- Install 12 to 15 borings to describe site soils, gauge soil density, and collect samples for analysis of engineering properties. Our professional staff will work with project designers to develop the appropriate testing program for the conditions and project needs. Testing parameters will include R-values and compaction curves to support pavement design and later testing and inspections during construction.
- Perform laboratory analyses to determine properties critical to the successful completion of the project.

As part of our planning for this field exploration, we will work with the City of Ukiah to obtain As part of our planning for this field exploration, we will work with the City of Ukiah to obtain encroachment permits and determine traffic control plans as required. Following completion of this field scope, LACO will summarize our findings a report that will include an evaluation of geohazards and geotechnical considerations, coordinating closely with the project design team to ensure that we provide advice that best meets the needs of the project.

Deliverables:

Base Map including Topography, Boundary, and Utility Information
Geotechnical Investigation Report

TASK 3: 60% DESIGN

Under this task, BKF will develop a 60% design package. We are familiar with the City of Ukiah Standard Plans and Notes, and are anticipating that these standards will be used as the basis for our design. BKF will coordinate with the City and verify that the proposed plan conforms to existing conditions, boundary, and site constraints. BKF will verify, based on the available record information, if there are any identifiable conflicts between proposed and existing improvements or any conflicts with the existing Right of Way limits. We understand that the utility replacement component of the project is intended to replace that existing aging infrastructure in kind. At this time, we are not anticipating the needs to analyze the utility system to support sizing calculations for the replacement of the water and sewer infrastructure. We do understand, though, that adjustments in the horizontal or vertical positioning of the new infrastructure may be needed to maintain utility service during construction.

To develop the 60% design package, BKF will prepare design development and coordination documents to provide ideas and solicit feedback from the City. These documents may include brief written memos describing pavement rehabilitation approaches, preliminary cost estimates, and conceptual layout exhibits. To ensure that the project scope meets the City's objectives while staying within the available construction budget, we recommend that weekly or biweekly check-in meetings be held to help define the scope of the project during this task. BKF has budgeted for up to **twenty (24)** hours of combined staff time to attend meetings and participate in conference calls during this phase.

Drawings: We will prepare the following drawings:

- Civil Cover Sheet (1 sheet)
- Notes & Legend (1 sheet)
- Typical Roadway Sections (2 sheets)
- Demolition Plan (6 sheets at 20 scale)
- Grading Plan (5 sheets at 20 scale)
- Curb Ramp Grading Details (6 sheets at 10 scale)
- Paving Plan (6 sheets at 20 scale)
- Striping and Signage Plan (6 sheets at 20 scale)
- Sedimentation and Erosion Control Plan (6 sheets at 20 scale)
- Construction Details (2 sheets)

We will prepare the following supporting documents:

- Preliminary pavement design calculations
- Preliminary engineers estimate of probable construction costs
- Outline of technical specifications

Deliverables:

Draft (60%) Design Drawings
Draft (60%) Engineer's Estimate of Probable Construction Costs
Preliminary Pavement Design Calculations
Technical Specification Outline

TASK 4: 100% DESIGN

Based on the comments received on the 60% design submittal, BKF will advance the design of the paving, hardscape, and utility improvements. During this task we will update the preliminary engineer's estimate of probable construction costs, and will develop the project technical specifications. It is assumed that the City will develop the Construction Agreement and will identify the forms that will be required as part of the bid and contract process. It is our understanding that these documents will be used by the City to perform the bidding process; as such the documents will be detailed to the level required by the contractor to bid and construct.

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In addition to the drawings, final calculations, engineer's estimate of probable construction costs, technical specifications, and an estimated construction schedule will be provided. BKF has budgeted for up to **sixteen (16)** hours of combined staff time to attend meetings and participate in conference calls during this phase.

Deliverables:

- Final (100%) Design Drawings
- Final (100%) Technical Specifications
- Final (100%) Pavement Design Calculations
- Final (100%) Engineer's Estimate of Probable Construction Costs
- Estimated Construction Schedule

TASK 5: FINAL PS&E

BKF will finalize the plans, specifications, and engineer's estimate of probable construction costs (collectively known as PS&E) based on changes made to design during the bidding process and will issue a final conformed construction set to the selected contractor.

Deliverables:

- Final Signed/Sealed Drawings for Construction
- Final Signed/Sealed Technical Specifications
- Final Signed/Sealed Engineer's Estimate of Probable Construction Costs

TASK 6: SWPPP

BKF will provide Qualified SWPPP Developer (QSD) services in compliance with the Construction General Permit Order 2009-0009-DWQ as amended by Order 2010-0014-DWQ, administered by the State Water Resources Control Board (SWRCB). We will provide support services to the owner's Legally Responsible Person (LRP) to submit Permit Registration Documents (PRDs) to the State's online Storm Water Multiple Application and Report Tracking System (SMARTS) program website. It is assumed that the contractor will provide QSP services for the project including implementation of the SWPPP document.

In addition to the base scope of work, BKF has identified optional tasks that may be determined to be necessary during design. We have not included these services as part of our base scope of services in an effort to lower consultant costs.

OPTIONAL TASK 1: UNDERGROUND UTILITY LOCATING SERVICES

If requested, BKF will provide underground utility detection services in the same area of the proposed topographic survey. BKF will perform utility investigation services using industry acceptable methods to determine the approximate horizontal position and count of existing utilities on the subject site (except irrigation, typical). BKF's field crews will use a combination of water-based paint or marking chalk or pin flags (in the appropriate APWA color) to mark the results of our investigation on the ground surface. BKF will compare available utility record information (supplied by City) with the results of field investigation services to consolidate field evidence and record documentation. Utilities not identifiable by BKF's field crews due to lack of utility record information or above ground appurtenances will be marked with pink paint on the ground surface and annotated as "Unknown" on the project deliverables. Once the utilities have been marked, BKF will survey the locations of the utilities and add them to the base drawing. BKF will utilize the projects' horizontal and vertical coordinate system so as to keep the utility data on the same coordinate system as the surveying files. BKF will make a reasonable effort to locate and map underground utilities, however, given the current technological limitations of the locating equipment, a guarantee as to all utilities cannot be made.

OPTIONAL TASK 2: BID & CONSTRUCTION PHASE SUPPORT SERVICES

BKF can provide bid and construction phase support services. Scope and fee can be provided upon request and would be executed as an amendment to the Professional Consulting Services Agreement.

Bid Support Services: BKF can assist the City during the construction bid solicitation process on an as-needed basis. Bid support services can include the following:

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- a. Responding to RFI during the bid process
- b. Assisting the City with issuing bid addendum packages
- c. Summarizing and tabulating received bids

Construction Support Services: BKF will allocated time to support the contractor and design team during the construction phase of the project. Anticipated services include written response to requests for information, review of submittals, and drawing revisions as needed. Preparation of record drawings based on the contractor's as-builts can also be provided as part of this service.

Construction Meetings: BKF can attend site meetings with the contractor during the construction process. Anticipated meetings include the following:

- a. Pre-construction meeting
- b. Three (3) interim site visits
- c. Final punch-list walk
- d. Additional meetings as determined necessary by the City





BKF Engineers

Delivering Inspired Infrastructure for over 100 years

Since 1915, BKF Engineers earned a reputation for its ability to successfully plan, design, survey, and implement complex projects. We draw upon and utilize our experience diligently guiding projects from the initial due diligence and feasibility stages, progressing project designs and agency approvals, and concluding with construction and implementation. This proven approach recognizes that developing dynamic projects is informed by focused team collaboration, mitigating physical constraints and potential risks, and balancing designs goals with value engineering solutions.

BKF's involvement in public works, roadway, and right-of-way engineering projects began in 1962. Since that time, BKF has built a reputation on its ability to manage, design, and process civic projects for public sector clients. BKF's success stems from our ability to understand the complex elements of reconstruction and in-fill work that is predominant throughout the North Bay and beyond. BKF has often been intentionally selected to manage and deliver the most demanding projects on schedule and within budget. These projects typically involve environmental constraints, multi-jurisdiction approvals, management of large project teams, and complex implementation.

Eighty percent of our transportation projects involve Caltrans to some extent. This experience demonstrates our firm's comprehensive knowledge of developing, processing, and delivering improvement plans and bid documents that adhere to State standard plans, specifications, and design manuals. BKF has produced numerous projects involving various levels of complexity and requiring a range of documents for funding applications, project approval, environmental clearance, and construction.

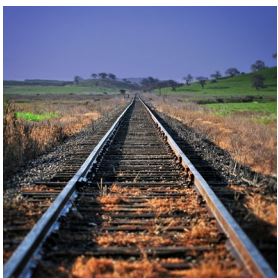
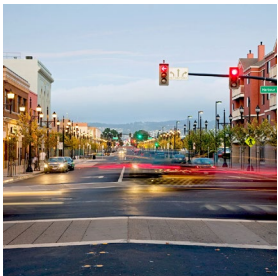
Since we are based in the North Bay, BKF can immediately mobilize to meet the demands of the proposed project on very short notice. All the staff proposed have the availability to perform the tasks for which they have been assigned to ensure that this project is delivered in a timely fashion.

OFFICE LOCATIONS

Santa Rosa	Pleasanton	San Rafael	Newport Beach
Redwood City	Sacramento	Modesto	San Diego
San Jose	Oakland	Richmond	San Luis Obispo
Walnut Creek	San Francisco	Salinas	Portland, OR

SERVICES

Civil Engineering • Surveying • Planning
Transportation • Water Resources • Sustainability
Construction Management • Utility Locating



ADDITIONAL SERVICES



SURVEYING

Employing internal controls that balances diligence, technical innovation, precision, and efficiency. Our dedicated team of licensed professional, surveying experts, and experienced field crews specialize in a diverse portfolio of services, including geodetic and photo control, right-of-way and ALTA surveys, topographic and utility surveying, boundary resolution and mapping construction surveys, and BIM integration.



UTILITY LOCATING

BKF coordinates and delivers specialized utility locating by employing the latest technology in electromagnetic induction (EMI), magnetometers, and ground penetrating radar (GPR). Aiding our engineers and surveyors in delivering a more complete product, our in-house team identifies and locates existing subsurface utility infrastructure to mitigate conflicts and obstructions during design and construction.



WATER RESOURCES

BKF specializes in end-to-end solutions for the management of dynamic utility infrastructure. Our breadth of experience includes master planning and modeling, detailed design, sustainable infrastructure consulting, and construction management and administration. Navigating complex project issues, including client needs, regulations compliance, finances, utility conflicts, and permitting.



SWPPP DEVELOPMENT/IMPLEMENTATION

Protecting local and district scale water and ecological environments is critical to preserving the natural environments within our communities and ensuring compliance with permitting regulations. BKF has over 40 trained and certified SWPPP Developers and Practitioners on staff who regularly provide both Stormwater Pollution Prevention Plan (SWPPP) development and inspection services throughout California.



CONSTRUCTION MANAGEMENT

BKF provides project and construction management services. Our experienced team collaborates with our clients to implement quality managerial oversight of preconstruction; proactively identify potential constraints, and create a roadmap to successfully navigate processes for successful project completion. Our team unites planning, engineering fundamentals, and project management procedures to deliver projects that proactively and economically address clients' goals.



SUSTAINABILITY

BKF's sustainability commitment is fundamental to improving our local communities. Our environmentally conscious designs demonstrate creative strategies and solutions that have a lasting impact on the future performance of these immersive and transformative environments. Our team continually finds innovative ways to integrate sustainable designs while thoughtfully considering long-term maintenance, site constraints, budgets, and schedules.



3D SCANNING

Through the use of leading industry technology, such as Leica's HDS Scanner, BKF collects high resolution point cloud data at up to 1,000,000 points per second. The detailed data gathered enables the creation of 3-dimensional models of projects, including as-built surveys, quality assurance/quality control, topographical site surveys, roadway and highway surveys, ADA surveys, buildings, bridges, striping, and utility plants.



AUTOMATED MONITORING

To balance increasing regulatory and operational demands with active risk and cost management, BKF assists clients with customized monitoring programs, including automated electronic sensors, data acquisition software, and data transmission and analysis. BKF's customized automated monitoring programs replace traditional settlement monitoring processes, work within project constraints, and reduce costs by utilizing a network of integrated hardware and software to accurately measure and transmit sensor data securely.



BIM

To implement BIM and Civil 3D integration, BKF subscribes to Autodesk's Full AEC Infrastructure Design Suite and utilizes the latest version of REVIT software in our designs. BKF specializes in BIM modeling to integrate AutoCAD and Revit 3D models of civil designs holistically with the work products from multi-disciplinary design teams.



Over recent years, BKF has delivered many local, federal and state funded projects that included the incorporation of complete street features, bicycle and pedestrian safety improvements, traffic calming elements, roundabouts, school zones, utility relocation, right of way acquisition, and ADA improvements. BKF has been retained for engineering services on three of the largest and most complicated arterial roadway projects in the North Bay. This is not only due to our success and experience with previous complete street projects, but also because of our sequential success from each project to the next. Some example are highlighted below.



MILLER AVENUE STREETSCAPE IMPROVEMENTS Mill Valley, CA

BKF assisted the City of Mill Valley with the rehabilitation of Miller Avenue by preparing a master plan, design, grant processing, and construction support. This multi-phase complete streets project consisted of street repaving and restoration; storm drainage and sanitary sewer improvements; and safety and functional improvements to bike lanes, sidewalks, crosswalks, transit stops, parking, and travel lanes. The project not only rehabilitated aging infrastructure, but balanced transportation modes for users of all ages and abilities. The project represents the interests of community members and stakeholders to enhance the downtown experience.



DOWNTOWN STREETSCAPE IMPROVEMENTS Healdsburg, CA

BKF was retained by the City of Healdsburg to provide utility and streetscape improvements in historic downtown Healdsburg. The primary objective of this project was to increase pedestrian mobility by designing enhanced sidewalks and crosswalks that incorporate current ADA regulations. The project included the use of landscaping and surface treatments that involved unique surface color, patterns and textures. BKF assisted in creating pedestrian zones that catered to the passing public, window shoppers, and those seeking an outdoor dining experience from restaurants adjacent to the new sidewalks.



TALBOT, MACKLYN, ROSEDALE, & ALDERBROOK SEWER & WATER REPLACEMENT

Santa Rosa, CA

Water and sewer infrastructure serving Talbot Avenue, Macklyn Avenue, Rosedale Avenue, and Alderbrook Drive in the City of Santa Rosa had surpassed its useful service life. The existing sewer infrastructure serving the project area was 6-inch vitrified clay pipe (VCP). It was fragile, had been difficult for City maintenance crews to maintain, and suffered from excessive inflow and infiltration (I/I). The project included replacement of the water distribution system and individual service connections to update the system, and provide improved and reliable fire flow.

In early 2014, the City of Santa Rosa retained BKF to develop comprehensive construction documents for the orderly rehabilitation of this critical infrastructure. The construction documents included the design for the replacement of nearly 2,700 LF of sewer and water main, 78 sewer and water lateral replacements, 16 new accessible curb ramps conforming to current ADA and City standards, and over 90,000 SF of street reconstruction. BKF provided plans, specifications, and engineer's estimate of cost, as well as construction assistance to support the City of Santa Rosa Bid Phase and Construction Management efforts.



DIAMOND COURT & BELMONT COURT SEWER & WATER

Santa Rosa, CA

This project replaced 1,700 LF of water main and related appurtenances including blow offs, valves, hydrants, and service laterals. The project required the abandonment of public mains through private property, and the re-routing of sewer beneath houses, which involved interaction with residents. The project also entailed reconfiguration of a storm drain and custom junction structure. Diamond Court and Belmont Court were both reconstructed with new pavement sections and new pedestrian ramps. Opinions of construction cost and bid tabulations were prepared in harmony with payment clauses.

BKF assisted the City with updating their boilerplate CIP specifications while developing project-specific specifications, which included pavement removal procedures, maintaining pedestrian and vehicle access, concrete pigmentation, street tree operations, and residential plumbing modifications. BKF coordinated with PG&E, cable companies, and utility location specialists to ensure that existing utilities were appropriately mapped and protected during construction.



SIR FRANCIS DRAKE BOULEVARD REHABILITATION

Marin County, CA

The County of Marin is constructing nearly 2-miles of Sir Francis Drake Boulevard roadway between Highway 101 and the Ross Town Limits. Because of its unique nature and current function, the County is using this opportunity to comprehensively re-envision the corridor with improvements to vehicle flow, transit operations, and pedestrian and bicyclist circulation along and across this important arterial. In addition to the overall corridor visioning, the project involves relocation of utility services, a new water main, new fiber optic lines and a full pavement rehabilitation.

The project includes a topographic survey of the corridor, collection of information and data, seeking public input on concerns and suggestions for improvements, development of design alternatives, design of construction plans, and associated environmental review. The completed construction plans were issued for bid in 2020 with anticipation for completion in 2021.

The project is funded for both design and construction by Measure A, the Marin County Transportation Sales Tax measure passed by voters in 2004. The Marin County Department of Public Works is managing the project in coordination with agencies with facilities or interests in the corridor.

SERVICES PROVIDED

- Surveying
- Preliminary Design Concepts
- Public Outreach
- Environmental Review
- Construction Plans



FRANCISCO BOULEVARD WEST SMART FLIP

San Rafael, CA

In coordination with the Sonoma Marin Area Rail Transit (SMART) extension of revenue service from the Downtown San Rafael Station to Larkspur, the project required relocating and reconfiguring the existing alignment to accommodate the new rail alignment. The realignment was done to improve safety at the existing street crossings and improve both vehicular and non-motorized transportation along the corridor. A new signalized intersection was designed by BKF at the newly created rail crossing. Portions of the project also included the temporary renovations to the existing Bettini Transit Center located between Second and Third Streets.

The project consisted of an extremely aggressive design schedule in order to complete early preparatory work near environmentally sensitive areas before the winter rains and critical habitat growth and animal breeding seasons. Once early design work was installed, the design team worked in coordination with four jurisdictional agencies (San Rafael, SMART, Caltrans and Golden Gate Transit) to balance key stakeholder requests. The project had challenges to meet all the requested items while still maintaining the conditions set forth in the project's Memorandum of Understanding and keep the project design and ultimate construction on-schedule. Constant and clear communication from BKF and the design team to the parties involved was one of the key elements of the design being ready for construction in harmony with the design/build team's internal schedules.



CALISTOGA CITY STREET REHABILITATION

Calistoga, CA

BKF has worked with the City of Calistoga since 2015 to provide design services on a number of street rehabilitation projects. We have rehabilitated a segment of Washington Street in the busy downtown corridor of the City. The project required coordination with Caltrans Highway 29/Lincoln Avenue (including signal timing and loop detectors), preservation options for of historic electric railway tracks in the center of the road, a mix of existing concrete and asphalt road surfaces, historic sidewalk arcade, non-standard curb heights, drainage issues, and shallow utilities. Construction staging, specification adjustments, and traffic control considerations were applied to the design so that the station could remain open and accessible at all times. BKF also provided construction support to the City.

We designed a High Intensity Activated Crosswalk (HAWK) system for the safe crossing of pedestrian between wineries on Silverado Trail. This project involved coordination with the concurrent improvements being carried out by one of the wineries. Additionally, we have recently completed a pavement overlay and new recycled water line installation project on Lake Street between Grant Avenue and Silverado Trail. This project included striping improvements to accommodate a new Class II bike lane along the corridor. BKF is currently working on a Rectangular Rapid Flashing Beacon (RRFB) and curb ramp project at the intersection of Lincoln Avenue and Brannan Street. This area includes a skewed intersection and a high volume of pedestrian traffic. Coordination with Caltrans to construct the improvements within State Right of Way is a key component of this project.

FIRM COST
\$24,750

DATES OF
SERVICE
2015-present

REFERENCE
Derek Rayner
Director of
Public Works
City of Calistoga
707.942.2828
drayner@
ci.calistoga.us

SUBCONSULTANT PROJECT EXPERIENCE

LACO

GOBBI COMMONS SUBDIVISION

Ukiah, CA



LACO worked with Guillon, Inc. to design an 8-lot major subdivision on West Gobbi Street, in Ukiah. Our scope of work included entitlements, geotechnical exploration, engineering plans and specifications for the improvements, and surveying of the tentative and final subdivision maps, construction observation, and testing and inspection. We saw this project from the initial conceptual stages through to final build out.

The entitlement phase included working our client through the typically time-consuming process in less than one year, allowing them to be on track to complete the project in record time. We prepared preliminary and final maps, plans, and specifications that included LID management with maintenance agreements to ensure long-term maintenance.

To support the engineering, LACO conducted a geotechnical exploration that included assessment and evaluation of the extent and nature of undocumented fill. Once under construction, the contractor discovered that the extent of this fill was greater than initially anticipated. This required our Professional Geologist to work with the contractors to find creative solutions that minimized project impacts while remaining protective of future residents. The project is now built, and the homes are occupied.

Dates of Service: 2019-2021

Cost: \$97,000

UKIAH UNIFIED SCHOOL DISTRICT

Ukiah, CA



LACO has been working with UUSD since 2009, helping the district with projects that include grading, environmental services related to underground storage tank investigations and Phase I site assessments, water/wastewater design, geotechnical exploration, construction testing and inspection, and paving design and inspection. In 2018, we helped Ukiah High School manage stormwater runoff with the design of rain gardens and bioretention planters to capture and treat stormwater prior to its release to Orr Creek and to prevent the discharge of sediment to that Class I stream. This project was part of the Drought Response

Outreach Program and included civil engineering plans and specifications and developing LID project alternatives.

LACO has helped the District with various geotechnical projects, most recently the athletic fields at Ukiah High School to include artificial turf in new baseball and soccer fields as well as facilities improvements that included dugouts and lighting standards and scoreboards. LACO conducted explorations that supported various modular structures for the District that included a library at Oak Manor Elementary School and shade structures at Nokomis and Anderson Valley Elementary Schools. We understand that this project is one of the key reasons why the City is looking to modernize and revitalize Gobbi Street; our knowledge of the project need and project area will be critically important to the success of the Gobbi Street utility replacement project.

Dates of Service: 2009-present

Cost: \$700,000

SUBCONSULTANT PROJECT EXPERIENCE



HIGH SPEED RAIL – UTILITY RELOCATION

Fresno, CA

Since 2019, B.A.T.S. has been assisting Underground Construction Company and Tudor Perini Zachary Parsons, JV (TPZP) in the Central Valley by coordinating with the City, County, and CalTrans agencies to design, permit, and implement extensive traffic control plans throughout the Fresno downtown area. Services include railroad encroachment, high speed lane closures, as well as flagging, lane shift and standard road closures.

Dates of Service: 2019-present

Cost: \$3M

FIRE REMEDIATION

Oroville, CA

B.A.T.S. has been supporting Pacific States – Sukut – P31 JV in their response to the wildfires that have impacted Northern California. BATS has been providing traffic control for the joint venture and their subcontractors from the Oregon border to Oroville. B.A.T.S. is currently dispatching 10 – 20 crews to set up lane shifts, road closures and flaggers for debris removal, asbestos abatement, and vegetation management crews.

Dates of Service: January 2021-present

Cost: \$500,000

VICTORIAN HOUSE MOVE

San Francisco, CA

B.A.T.S. implemented numerous rolling road closures to accommodate the transportation of a historical house in the heart of San Francisco. Approximately two (2) square miles of Downtown San Francisco was impacted during the weekend of the move. To ensure the house would have adequate clearance as it moved through the narrow streets of San Francisco, B.A.T.S. engaged several agencies –SFMTA, DPW, Davey Tree –and developed a thorough schedule and traffic plan. B.A.T.S. implemented thirteen traffic phases to provide coverage for tree trimming, and temporary removal and reinstallation of overhead lines, stop lights, and road signs.

Dates of Service: February 2021

Cost: \$55,000

ORGANIZATION CHART



PROJECT MANAGEMENT TEAM

QUALITY CONTROL



Geoff Coleman, PE, PLS, CDT
QA/QC Manager
BKF ENGINEERS



Jason Kirchmann, PE, PLS, QSD/P
Vice President-in-Charge
BKF ENGINEERS



Becky Dower, PE, QSD/P
Project Manager
Main Point of Contact
BKF ENGINEERS

CIVIL



Erik Bjornstrom, PE, QSD/P
Senior Project Engineer
BKF ENGINEERS



Jonathan Shattuck, PLS, PE
Survey Manager
BKF ENGINEERS



Ben Santos, PLS
Utility Locating Specialist
BKF ENGINEERS

SURVEYING

UTILITY LOCATING

GEOTECHNICAL



Joshua Kilgore, PG, CEG
Geotechnical Engineer
LACO ASSOCIATES



Victor Baltazar, TE, PE
Traffic Control Engineer
BAY AREA TRAFFIC SOLUTIONS

TRAFFIC CONTROL



BKF ENGINEERS, SURVEYORS, PLANNERS
450+ SUPPORT STAFF

STAFFING PLAN

Our staffing plan demonstrates that BKF easily has the capacity to complete your projects on schedule and within budget. The assignments illustrate the BKF team's roles, responsibilities, and commitment to the projects. The division of roles is based on each engineer's expertise.

Name	Licensing & Certification	Role Description
Jason Kirchmann, PE, PLS, QSD/P Vice President-In-Charge BKF ENGINEERS	Professional Civil Engineer, CA No. 78079 Professional Land Surveyor, CA No. 8806 Qualified SWPPP Developer and Practitioner, No. 20085	Jason will oversee the engagement and will be responsible for the coordination of internal staff and related design consultants, the contract, and budget. He will lead major design decisions and provide coordination with the City of Ukiah throughout the project. In a supervisory role, he has been responsible for design and administration of utility, roadway, site improvement, and land surveying projects throughout the North Bay and beyond.
Becky Dower, PE, QSD/P Project Manager BKF ENGINEERS	Professional Civil Engineer, CA No. 78079 Qualified SWPPP Developer and Practitioner, No. 23934	As the Project Manager, Becky will be the main point of contact between the project team and City staff. Coordinating the efforts of the project team, she will be responsible for the implementation of a project's overall strategy, and assuring that the project is in conformance with the City's goals and objectives.
Geoff Coleman, PE, PLS, CDT QA/QC Manager BKF ENGINEERS	Professional Civil Engineer, CA No. 62093 Professional Land Surveyor, CA No. 8438 Construction Specifications Institute, Construction Documents Technologist	Geoff will serve as QA/QC & Standards Development Manager for the project. Geoff has consulted directly with local municipalities and the Regional Water Quality Control Board (RWQCB) to develop our local LID Technical Design Manual, which is the recognized manual used by professionals in the North Bay. Geoff's extensive experience will assist him in assuring the project design meets the project goals. He will review each design and work product for conformance to local jurisdictional standards and requirements.
Erik Bjornstrom, PE, QSD/P Senior Project Engineer BKF ENGINEERS	Professional Civil Engineer, CA No. 84875 Qualified SWPPP Developer and Practitioner, No. 25740 Construction Documents Technologist	Erik will aid Becky in the civil engineering, preparation of the project drawings, specifications, cost estimating and supporting documents through producing the final construction documents.

03 / QUALIFICATIONS

Name	Licensing & Certification	Role Description
Jonathan Shattuck, PLS, PE Survey Manager BKF ENGINEERS	Professional Land Surveyor, CA No. 8940 Professional Civil Engineer, CA No. 83904	Jonathan will provide land surveying and mapping services. Jonathan is well versed in the production of control surveys, roadway surveys, right-of way engineering, boundary surveys, ALTA surveys, and topographic mapping. He will be supported by BKF's in-house field crews and office surveyors that have years of expertise in the field of surveying.
Ben Santos, PLS Utility Locating Specialist BKF ENGINEERS	Professional Land Surveyor, CA No. 9251	Ben has 20 years of professional experience in surveying and utility locating. He is a licensed Geodetic Engineer with experience in control surveys and ground deformation studies. Ben has extensive experience in the last 5 years with water pipeline replacement projects, preparing 100+ miles of base mapping while working with design-build companies and local government agencies.
Joshua Kilgore, PG, CEG Geotechnical Engineer LACO ASSOCIATES	Professional Geologist, CA No. 8885 Certified Engineering Geologist, California, No. 2667	Joshua has experience designing and conducting geotechnical studies and forensic investigations for residential and commercial construction, schools, reservoirs, pipelines, roads and bridges, and landslide repair. His experience includes geologic mapping and subsurface studies including rock coring, soil boring, and test pit and trench logging; the development of laboratory testing programs; and technical reporting.
Victor Baltazar, TE, PE Traffic Control Engineer BAY AREA TRAFFIC SOLUTIONS	Professional Traffic Engineer, CA No. 2923 Professional Civil Engineer, CA No. 88209	Victor has over 8 years of professional experience in traffic engineering design. He is a dual-licensed Civil Engineer and Traffic Engineer in California. Victor specializes in work zone traffic control, traffic signal & lighting and signing & striping design plans, specifications, and estimates (PS&E). Victor has worked with over 50 public agencies in California and Nevada and is accustomed to applying varying standards and practices to projects.

BKF'S SUBCONSULTANTS

LACO

LACO | GEOTECHNICAL

776 S. State St., Suite 103, Ukiah, CA 95482, 707.462.0222

Founded in 1954, LACO Associates (LACO) has provided professional consulting services and support to Northern California for over 65 years. From the beginning, LACO has understood the value of personal relationships and the need for diverse professional services. With a staff of over 60, and offices in Eureka, Ukiah, Santa Rosa and Chico,

their team remains committed to preserving and enhancing natural resources and advancing the quality of life for generations to come in our communities across Northern California.

As LACO has grown, they have responded to their clients' need for professional support throughout the life cycle of their projects by creating our Integrated Solutions strategy, a structure that allows for communication, collaboration, and fulfillment between multiple discourses and a much wider perspective of the project at hand. LACO's goal is to make the project less overwhelming, and more enjoyable. The process should be seamless, ending with a successfully completed project, on time, and on budget.

LACO streamlines communications and maintains accountability. Their clients do not have to manage the overwhelming process of retaining and managing multiple consulting firms, or decipher complex local, state, and federal regulatory agency requirements alone. LACO prides themselves on being a full-service consulting firm, and they make it their goal to become trusted advisors.



B.A.T.S. | TRAFFIC CONTROL

44800 Industrial Drive, Fremont, CA 94538, 510.657.2543

Bay Area Traffic Solutions Inc. (B.A.T.S.) was established in 2008 with the mission of providing the very best in traffic safety services to our customers. They are strongly committed to the safety of their employees, customers, and the general public. As such, they are also committed to ensuring that all of their employees are up-to-date with

advances in safety methods and technology as well as with changes in traffic safety rules and regulations.

Their highly qualified Drafting Team has extensive experience working with several local, county, state, and private agencies. Most notably, they have partnered with Caltrans, PG&E, SFMTA, and BART. B.A.T.S. provides top-quality traffic control plans to ensure public safety and ease of permitting.

B.A.T.S.' Traffic Control Technicians are certified in the art of flagging, and lane closures. They are dispatched in traffic control trucks equipped with cab-over arrow boards, in-bed buckets for cone deployment from either the median or the shoulder, and more standard equipment and signs than the competition. This allows B.A.T.S.' crews to safely and efficiently close lanes as needed, from a single lane to complex multilane, multidirectional closures. Their crews have supported large fire remediation efforts from CalRecycle, long term utility and structural projects, as well as highway repairs across Northern California and the Central Valley.



JASON KIRCHMANN, PE, PLS, QSD/P

VICE PRESIDENT-IN-CHARGE

Jason has a wide variety of experience in civil engineering design and the construction of projects for local municipalities and private sector clients. He has provided design support and project management for public works/civil, healthcare, residential, education, and commercial projects, providing both civil engineering and land surveying services for numerous clients throughout the North Bay. He assists in converting clients' ideas and desires into final construction documents. In addition, Jason understands the importance of seamless coordination with clients, as well as the project team. He brings a keen sense of urgency to projects, consistently demonstrating the ability to stay on schedule and within budget.

SELECT PROJECT EXPERIENCE

EDUCATION

Santa Rosa Junior
College CEST Program

REGISTRATIONS

Professional Civil
Engineer, CA No. 78079

Professional Land
Surveyor, CA No. 8806

Qualified SWPPP
Developer and
Practitioner, No. 20085

AFFILIATIONS

Former Deputy County
Surveyor (County of
Marin)

Acting Deputy City
Surveyor (City of San
Rafael)

California Land
Surveyors Association
(CLSA)

Member American
Society of Civil
Engineers (ASCE)

TOTAL YEARS EXPERIENCE

18 years, 18 with firm

Mendocino College Library Learning Resource Center

Ukiah

Talbot & Macklyn Streets and Utility Service Upgrades

Santa Rosa

Pudding Creek Reservoir

Fort Bragg

Hwy 20/29 Pre & Post Construction Surveying

Lake County

Sir Francis Drake Boulevard

San Rafael

Francisco Boulevard West SMART Flip & Multi-Use Path

San Rafael

Third Street Rehabilitation

San Rafael

Miller Ave. Streetscape Implementation

Mill Valley

Reconstruction of Lower Washington Street

Calistoga

Washington Street Overlay

Calistoga

St. Helena Downtown Improvements

St. Helena

Brannan-Lincoln Street Crosswalk Improvements

Calistoga

Calistoga City Street Rehabilitation

Calistoga

Grant Street Drainage Improvements

Calistoga

Lake Street Paving

Calistoga

Lake Street-Grant-Silverado Trail

Calistoga

Pavement Rehabilitation, Nave Drive & Bel Marin Keys Boulevard

Novato

2019 Sewer Rehabilitation

Corte Madera

Silverado Trail Storm Damage Repair Retaining Wall

Napa

Allison Drive PDA Bike/Pedestrian Improvements

Vacaville

Barcaglia Road

Sebastopol

Cloverdale Vista Drive Slide Repair

Cloverdale

Farmers Lane Extension

Santa Rosa

McDonlad Avenue Gate Repaving

Santa Rosa

Sonoma County ADA Curb Ramps





BECKY DOWER, PE, QSD/P

PROJECT MANAGER

Becky has more than 12 years of experience in civil engineering design of infrastructure, educational, municipal, commercial, institutional, multi-family residential, and mixed-use developments. Her responsibilities have included site grading, utility design, specification preparation, and cost estimating, as well as schedule and budget tracking, subconsultant coordination, and client communication.

SELECT PROJECT EXPERIENCE

EDUCATION

B.S., Civil Engineering,
University of Nevada,
Reno

REGISTRATION

Professional Civil
Engineer, CA No. 80868

Qualified SWPPP
Developer and
Practitioner, No. 23934

TOTAL YEARS EXPERIENCE

12 years, 2 with firm

Sir Francis Drake Boulevard
San Rafael

**Francisco Boulevard West SMART Flip
& Multi-Use Path**
San Rafael

**Brannan-Lincoln Street Crosswalk
Improvements**
Calistoga

Intersection/ADA Improvements
Petaluma

Lake Street-Grant-Silverado Trail
Calistoga

**Petaluma North McDowell Complete
Streets**
Petaluma

HAWK Signal at Silver Rose
Calistoga

**Ross Laurel Grove Safe Pathways to
School II**
Ross

**St. Helena Grayson Ave and South
Crane Ave Rehabilitation R19-05**
St. Helena

1714 Cedar Street Renovation
Calistoga

Intersection ADA Improvements
Petaluma

Old Redwood Highway Improvements
Santa Rosa

SMART Larkspur Extension As-Builts
San Rafael

Tomales Fire Station
Tomales

**East Bay Regional Parks District
San Francisco Bay Trail -
Lone Tree Point**
Rodeo

**Calistoga Hills Resort
Construction Drawings**
Calistoga

Eden Housing Del Nido Apartments
Santa Rosa

**Mid-Peninsula Housing
MidPen Fairfield**
Fairfield

MUP Phase-2 Redesign & Engineering
San Rafael

**Trash Rack Relocation and Mitigation
Planting**
San Rafael

**Kaiser Foundation Health Plan
KP Los Gatos Parking Structure**
San Rafael

Pepperwood Preserve
Santa Rosa

Signorello Winery
Napa

14 Raymond Heights
Petaluma

The Oaks at Fountaingrove
Santa Rosa

Lake Street-Grant-Silverado Trail
Calistoga

**Reverie & Von Strasser SWPPP
Development**
Calistoga





GEOFF COLEMAN, PE, PLS, CDT

QA/QC MANAGER

As one of BKF's lead civil engineers, Geoff is responsible for the review, coordination and oversight of projects and their infrastructure which we design. Over the last 25 years, he has acquired a vast knowledge of municipal processes and developed professional relationships with local and regional agencies. Geoff has worked on many aspects of civil engineering design including pavement design, earthwork evaluation, construction observation, construction cost assessment, hydrology and hydraulic evaluation. Geoff has successfully managed many public works projects involving utility, roadway, surveying and site improvements throughout the Northern Bay Area.

EDUCATION

B.S., Civil Engineering,
California Polytechnic
State University, San Luis
Obispo

A.A., Santa Rosa Jr.
College, Santa Rosa

REGISTRATIONS

Professional Civil
Engineer, CA No. 62093

Professional Land
Surveyor, CA No. 8438

Construction
Specifications Institute,
Construction Documents
Technologist

AFFILIATIONS

American Council of
Engineering Companies
(ACEC)

American Society of Civil
Engineers (ASCE)

Engineering Contractor's
Association (ECA)

TOTAL YEARS EXPERIENCE

25 years, 22 with firm

SELECT PROJECT EXPERIENCE

**California Conservation Corps Willits
Residential Center**
Willits

Redwood Credit Union (RCU)
Ukiah

15145 Lakeshore Drive
Clearlake

Sir Francis Drake Boulevard
San Rafael

**Healdsburg Drainage & Foss Creek
Stormwater Outfall**
Healdsburg

**Downtown Healdsburg Streetscape &
Utility Improvements**
Healdsburg

**Conde Lane & Johnson Street
Pedestrian Enhancement**
Windsor

**Fire Damaged Roadway Landscape
Services**
Santa Rosa

Fort Ross Road Slide Repair
Casadero

Old Redwood Hwy Alignment Study
Windsor

Upper Wikiup Retaining Wall
Santa Rosa

River Road Slide Repair
Sonoma County

VJB Hwy 12 Improvements
Kenwood

**Sonoma County Department of
Transportation & Public Works**
Sonoma County

Santa Rosa Downtown Specific Plan
Santa Rosa

**Pleasant Avenue Road & Storm
Drainage Improvements**
Windsor

**Jensen Lane Road & Storm Drain
Improvements**
Windsor

Roblar Road Reconstruction
Sonoma County

**Town of Windsor On-Call Roadway
Engineering Services**
Windsor

Range Avenue Reconstruction
Santa Rosa

Caltrans Stormwater Offset Mitigation
Santa Rosa

**Brookwood Parking Lot Stormwater
Quality Improvements**
Santa Rosa

**Old Redwood Highway Utility
Improvements**
Windsor

**South A Street & Barham Avenue
Revitalization**
Santa Rosa

**Pleasant Avenue Storm Drainage
Improvements**
Windsor





ERIK BJORNSTROM, PE, QSD/P

SENIOR PROJECT ENGINEER

As a Senior Project Engineer, Erik provides design support to projects he is assigned. In coordination with project managers, he has worked on a variety of public works, residential, educational and commercial/industrial development projects providing civil engineering services. He provides support to the project team by completing a broad range of engineering tasks including the preparation of civil engineering reports, calculations, plans, specifications and estimates. Erik manages the schedules of technical staff and is responsible for assisting the team with the production of final construction documents.

Select Project EXPERIENCE

EDUCATION

B.S., Civil Engineering,
California Polytechnic
State University, San Luis
Obispo

REGISTRATION

Professional Civil
Engineer, CA No. 84875

CERTIFICATIONS

Qualified SWPPP
Developer and
Practitioner, No. 25740

Construction Documents
Technologist

TOTAL YEARS EXPERIENCE

8 years, 8 with firm

California Conservation Corps Willits Residential Center

Willits

Talbot & Macklyn Streets and Utility Service Upgrades

Santa Rosa

Francisco Boulevard West SMART Flip & Multi-Use Path

San Rafael

Third Street Rehabilitation

San Rafael

Brannan-Lincoln Street Crosswalk Improvements

Calistoga

First & Graton Road Right of Way

Occidental

Group 10 Pavement Rehabilitation - Nave Drive & Bel Marin Keys Boulevard

Novato

Lake Street-Grant-Silverado Trail

Calistoga

Reconstruction of Lower Washington Street

Calistoga

Ross Laurel Grove Safe Pathways to School II

Ross

Sonoma County ADA Curb Ramps

Santa Rosa

St. Helena Grayson Ave and South Crane Ave Rehabilitation R19-05

St. Helena

Miller Ave. Streetscape Implementation

Mill Valley

Marin County Parks Land Surveying

Marin County

Olive Avenue Class II Bike Lanes

HSIP, Novato

City of Santa Rosa Department of Public Works On-Call Services

Santa Rosa

Sonoma County Architect's Office On- Call Consulting Services

Sonoma County

Sonoma County Water Agency Education Facility

Santa Rosa

Diamond, Belmont Sewer & Water Replacement

Santa Rosa

Talbot, Macklyn, Alderbrook Sewer & Water Replacement

Santa Rosa

Cleveland Avenue Sewer & Water Main Replacement

Santa Rosa

Pathway Design for Centennial Park

Vacaville

Mohawk Lift Station & Force Main Realignment Phase I

Santa Rosa





JONATHAN SHATTUCK, PLS, PE

SURVEY MANAGER

Jonathan is responsible for all phases of land surveying including construction, aerial and conventional topographic and planimetric surveys, boundary analysis and resolutions, right-of-way engineering, as-built surveys, digital terrain modeling, directing field and office survey efforts, contract document preparation, cost estimation, and contract administration. He provides coordination with clients, other professional consultants and reviewing agencies. In a supervisory role, he's been responsible for surveying tasks related to the design and construction of transportation, residential, commercial and public works projects throughout the North Bay and Central Valley.

EDUCATION

B.S., Civil Engineering
and Geomatics
Engineering, California
State University, Fresno

REGISTRATION

Professional Land
Surveyor,
CA No. 8940

Professional Civil
Engineer, CA No. 83904

Professional Land
Surveyor, NV No.
028310

OFFICE LOCATION

San Rafael

TOTAL YEARS

EXPERIENCE

16 years, 9 with firm

SELECT PROJECT EXPERIENCE

PG&E Spoils - 2641 N. State
Ukiah

Mill District Street Improvements
Healdsburg

Cavendish Lane Improvement Project
Oakland

**Pavement Rehabilitation - Nave Drive
& Bel Marin Keys Boulevard**
Novato

**Moraga Way and Canyon/Camino
Pablo Improvements**
Moraga

Petaluma Blvd South Road Diet
Petaluma

**Sausalito Southview Park
Improvement Project**
Sausalito

**Smith Ranch Road and Lucas Valley
Road Resurfacing**
San Rafael

**Sonoma County Monument
Preservation – Bohemian Hwy**
Santa Rosa

**Sonoma County Monument
Preservation – Old Redwood**
Santa Rosa

**Sonoma County Monument
Preservation – Porter Creek Road**
Santa Rosa

9th and Broadway
Sacramento

**Sonoma County Monument
Preservation-Barnett Valley Road**
Santa Rosa

**St. Helena Grayson Ave and South
Crane Ave Rehabilitation R19-05**
St. Helena

**Elk Grove and Florin Road Sidewalk
Infill Project**
Elk Grove

Browns Valley Creek Bank Repair
Napa

Pestoni Lake County Property Corner
St. Helena

**Silverado Trail Storm Damage Repair
Retaining Wall**
Napa

**St Helena Mills Lane Storm Drain
Improvements**
St. Helena

Intersection of Rawhide and PFE Road
Roseville

AC Transit D3 Richmond Yard
Richmond

**Fairfield Transportation Center
Expansion**
Fairfield

**Kaiser Antioch DRV Parking Lot
Renovation and Upgrades**
Antioch





BEN SANTOS, PLS

UTILITY LOCATING SPECIALIST

Ben has 20 years of professional experience in surveying. He is a licensed Geodetic Engineer with experience in control surveys and ground deformation studies. His responsibilities include preparation of Topographic Surveys, Differential Leveling Surveys, ALTA/NSPS Surveys, Boundary Surveys, Subdivision Maps, Elevation Certificates, Corner Records, Record of Survey Maps, Plats & Legal Descriptions. In coordination with the team, Ben performs a variety of tasks including research, post-processing, survey calculations, and gives expert advice to the success of survey projects. Ben has extensive experience in the last 5 years with water pipeline replacement projects, preparing 100+ miles of base mapping while working with design-build companies and local government agencies.

SELECT PROJECT EXPERIENCE

EDUCATION

B.S. Geodetic Engineering, University of the Philippines Diliman

REGISTRATION

Professional Land Surveyor, CA No. 9251

TOTAL YEARS EXPERIENCE

20 years, 4 with firm

Stierlin Rd. Intersection

Mountain View

CalWater WVCC RDV- 18A

Petaluma

City of San Rafael MSA - Plan Check

Services

San Rafael

Marin City Large Trash Capture Device Design

San Rafael

Redwood Tech Center

Petaluma

Coyote Valley Ridge Trail Connection Stud

San Jose

Gilroy Downtown Monterey Rd.

Rehabilitation

Gilroy

Intuit PCC - 2750 Coast Avenue

Mountain View

Junipero Serra Trail

Cupertino

Lot D Parking Structure Downtown

Palo Alto

S16250 Capitol Expressway Light Rail Project

San Jose

Sharon Road Sidewalk Project

Menlo Park

San Francisco – Oakland Bay Bridge (SFOBB) Oakland Touchdown Parking

Oakland

Harriet Ave Sidewalk Improvements

Campbell

McLaughlin Avenue Station

San Jose

Miguelito Pump Station

San Jose

Oswald Pipeline Replacement

Los Gatos

Alameda County Water District On-Call Surveying

Fremont

Redwood City Basins 5G & DT2 On-Call Survey (2019-21)

Redwood City

Santa Clara On-Call Surveying/GIS & Utility Locating (2020-23)

Santa Clara

Palo Alto Utility Survey (2021)

Palo Alto

Mountain View On-Call Survey (2019-2021)

Mountain View

City of San Jose On-Call Surveys

San Jose

Santa Clara University

Santa Clara





JOSHUA KILGORE, PG, CEG

GEOTECHNICAL ENGINEER

Joshua is a Certified Engineering Geologist with 10 years of geotechnical experience in the geologically-complex Northern California area. He has experience designing and conducting geotechnical studies and forensic investigations for residential and commercial construction, schools, reservoirs, pipelines, roads and bridges, and landslide repair. His experience includes geologic mapping and subsurface studies including rock coring, soil boring, and test pit and trench logging; the development of laboratory testing programs; and technical reporting. Joshua has managed geotechnical and multidisciplinary projects from initial consultation through project completion, working closely with his team and clients to provide for changing project needs, timelines, and budgets. His work has included coordination with regulatory agencies as required and has managing school district projects throughout the Northern California area. Joshua has worked closely with the California Geological Survey (CGS) and Division of the State Architect (DSA) to satisfy regulatory requirements and concerns to get agency approval and is currently part of a LACO team that provides support for the Sonoma County Agricultural Department assisting in slope stability assessment for vineyard and orchard development.

SELECT PROJECT EXPERIENCE

Slope Stability Analysis and Landslide Mitigation

Greater Bay Area & Northern California

Joshua has been involved in slope stability analysis and landslide mitigation throughout the Northern California area. His work has included the analysis and mitigation of landslides, earthflows, and rock fall. Joshua has utilized slope inclinometers, computer modeling, subsurface explorations to analyze areas of slope instability, and design geotechnical criteria to mitigate threats to structures and roadways in urban and rural settings. Currently, Joshua is part of a LACO team that provides support for the Sonoma County Agricultural Department assisting in slope stability assessment for vineyard and orchard development.

Alexander Valley Union School District

Healdsburg, California

Joshua provided the planning, exploration, testing and analysis and reporting for a new multi-purpose room. Additionally, Joshua provided geotechnical solutions to areas susceptible to bearing failure during liquefaction-induced settlement.

Illumination Technologies

Napa County California

Joshua is currently working with Illumination Technologies to provide early wildfire warning sirens for Napa County. Currently, approved sirens are being constructed in and adjacent to the town of Calistoga. The project is ongoing and involves cooperation with local agencies and firms to provide much needed early warning system during times of high fire danger.

Upper Lake Unified School District

Upper Lake, California

Joshua has worked on multiple projects in the District, including multipurpose rooms, classrooms, and shops structures. His work includes the evaluation of seismic hazards including active faulting and liquefaction-induced settlements, and worked closely with CGS and DSA to satisfy regulatory requirements.

EDUCATION

B.S., Geology, California State University, Sonoma

REGISTRATION

Professional Geologist, CA No. 8885

Certified Engineering Geologist, California, No. 2667

TOTAL YEARS EXPERIENCE

10 years, 3 with firm





VICTOR BALTAZAR, TE, PE

TRAFFIC CONTROL ENGINEER

Victor recently joined B.A.T.S. Traffic Solutions as Traffic Control Design Engineering Manager in their Sacramento office. He brings with him over 8 years of professional experience in traffic engineering design. He is a dual-licensed Civil Engineer and Traffic Engineer in California, and holds additional registration in Nevada. Victor specializes in work zone traffic control, traffic signal & lighting and signing & striping design plans, specifications, and estimates (PS&E). He has worked with over 50 public agencies in California and Nevada and is accustomed to applying varying standards and practices to projects.

SELECT PROJECT EXPERIENCE

EDUCATION

B.S., Civil Engineering/
Transportation,
University of California,
Irvine

REGISTRATION

Professional Traffic
Engineer, CA No. 2923

Professional Engineer,
CA No. 88209

Professional Civil
Engineer, NV No.
027348

TOTAL YEARS EXPERIENCE

8 years, 1 with firm

Various Construction Projects

Northern & Central California

Engineer in Responsible Charge, manage the traffic control design department for various utilities, improvements, and restorations projects throughout Northern and Central California.

PG&E Gas and Electric T&D

Northern & Central California

Engineer in Responsible Charge, provide site-specific, professionally engineered traffic control plans for various gas and electric projects. These projects include potholing, tree removal and pipe/conduit replacement. Victor gained a thorough understanding of many of the public agency's traffic control preferences within PG&E's service territory while assigned to this project.

SMUD Electric T&D

Greater Sacramento Region

Engineer in Responsible Charge, provide site-specific traffic control plans for various overhead pole replacement projects throughout SMUD's service territory.

Flume and FM No. 4 Improvements

Sacramento & Castro Valley Sanitation District/Alameda County

Lead Project Engineer, created PE-stamped Traffic Control Plans for a flume improvement project in Castro Valley. This project involved installing improvements via open trench. Victor coordinated with the infrastructure design team, the County, and the contractor to determine the appropriate construction staging, and pedestrian mitigation measures.

Southwest Gas Transmission

Northern Nevada

Engineer in Responsible Charge, provide site-specific, professionally engineered traffic control plans for various gas transmission and distribution projects in Northern Nevada, El Dorado County, and Placer County.

Department of Water Resources Levee Maintenance

Sacramento County & Yolo County

Engineer in Responsible Charge, provide site-specific, professionally engineered traffic control plans for various maintenance projects in Sacramento and Yolo County.



REFERENCES

April Miller City of San Rafael Interim Assistant Director Department of Public Works (415) 485-3409 April.Miller@cityofsanrafael.org	Projects Completed: Francisco Boulevard West SMART Flip Francisco Boulevard East Multi-Use Path Third Street Rehabilitation On-call Curb Ramps
Erica Smithies City of American Canyon Director of Public Works (formerly Director of Public Works for City of St. Helena) (707) 647-4366 ESmithies@cityofamericancanyon.org	Projects Completed: Mills Lane Storm Drain Installation Grayson and South Crane Avenue Rehabilitation
Derek Rayner City of Calistoga Director of Public Works (707) 942-2782 DRayner@ci.calistoga.ca.us	Projects Completed: Reconstruction of Lower Washington Street Reconstruction of Lake Street, Phase 1 and Phase 2 Brannan-Lincoln Street Crosswalk Improvements Silverado Trail HAWK

SUBCONSULTANT REFERENCES

LACO

UKIAH UNIFIED SCHOOL DISTRICT

Gabe Sherman
Director of Maintenance, Transportation, and Operations
511 S. Orchard Ave.
Ukiah, CA 95482
707.472.5081

GOBBI COMMONS SUBDIVISION

Steve Honeycutt
General Manager
Guillon, Inc.
2550 Lakewest Drive, Suite 50
Chico, CA
530.897.6458

MENDOCINO COUNTY BEHAVIORAL HEALTH

Eric Fadness
Nacht & Lewis (under contract to County of Mendocino)
600 Q Street, Suite 100
Sacramento, CA 95811
916.329.4000



HIGH SPEED RAIL – UTILITY RELOCATION

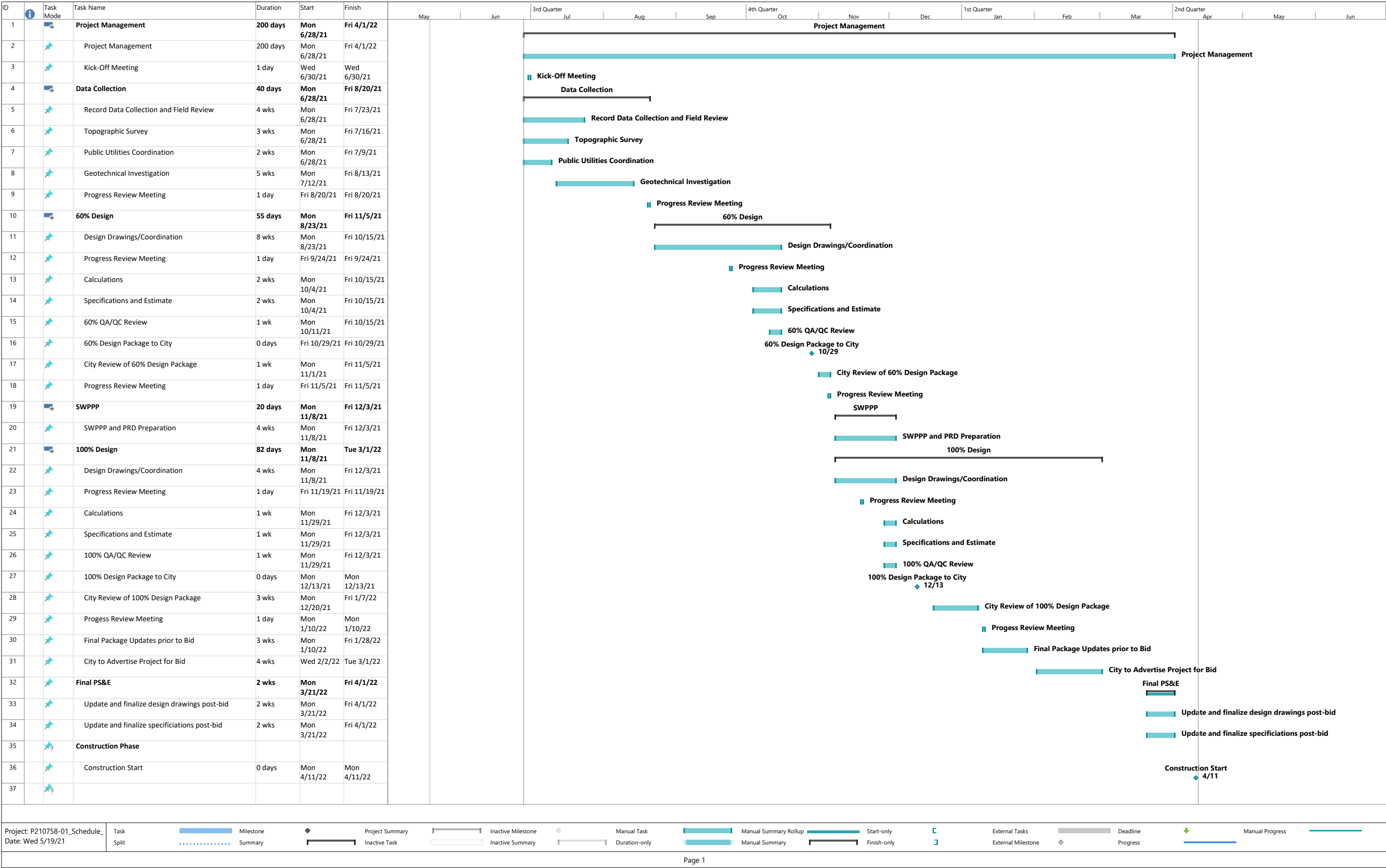
Underground Construction
Zach Richardson, Project Manager
5145 Industrial Way
Benicia, CA 94510
707.771.5974

FIRE REMEDIATION

Pacific States Environmental Contractors
Danny Pease
11555 Dublin Blvd
Dublin, CA 94568
925.967.8526

VICTORIAN HOUSE MOVE

Justin Mikecz, Architect
Kerman Morris
139 Noe Street
San Francisco, CA 94114
415.749.0302, Ext. 3



EXCEPTIONS

BKF has reviewed previously executed Professional Services Agreements between the City and design consultants; we are confident that BKF and the City will be able to agree on terms of a contract. With this in mind BKF is respectfully requesting the following adjustments to the sample agreement provided in the RFP. These suggestions are provided as the basis of negotiation and we would welcome the opportunity to discuss any items listed herein that may not be agreeable to the City.

SECTION 6.1.C DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

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 to the City, its officers, officials, employees and volunteers; ~~or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.~~

SECTION 6.2 INDEMNIFICATION

Deductibles and Self-Insured Retentions

Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, ~~for the full period of time allowed~~ **...to the fullest extent permitted...** by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes **...reimbursement of...** the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.



May 20, 2021

Jarod Thiele, Management Analyst II
City of Ukiah, Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482-5400



Subject: Cost Fee Proposal for the Design of Gobbi Street Utility Replacement Project

Dear Jarod:

BKF Engineers (BKF) welcomes the opportunity to submit our cost fee proposal to the City of Ukiah for the Design of Gobbi Street Utility Replacement Project.

Authorized Personnel. As a Vice President, I am authorized to bind the firm contractually.

We are offering the enclosed fee proposal as a basis of negotiation, based on our understanding of the project and proposed scope of service. Please do not hesitate to reach out should you need clarification, or have any questions or would like to discuss any required adjustments to the enclosed information.

Sincerely,
BKF ENGINEERS

Jason Kirchmann, PE, PLS
Vice President

COST FEE PROPOSAL



Gobbi Street Utility Replacement Project			BKF						Total BKF Hours	Total BKF Fee	Sub consultants		Total Subconsultant Fee* *Includes 10% Markup	Estimated Total Fee
CONSULTING SERVICES			QA/QC Manager	Project Executive	Project Manager	Sr Project Engineer	Design Engineer	Field Crew			LACO Geotech	BATS Traffic Control		
Task	Description	Full Rate	VP	VP	PM	SPE	DE	FC						
1	Project Management													
1	Project Management								20	\$4,260	\$0		\$0	\$4,260
1	Meetings			6	24	6			36	\$7,560	\$0		\$0	\$7,560
1	Quality Assurance/Quality Control (QA/QC)													
			10	4	2				16	\$3,576	\$0		\$0	\$3,576
	1 Project Management Subtotal:		10	10	46	6	0	0	72	\$15,396	\$0	\$0	\$0	\$15,396
2	Data Collection													
1	Record Data and Existing Conditions Review			4	6	8	8		26	\$4,762	\$0		\$0	\$4,762
2	Topographic Survey				5	7	22	104	56	\$37,946	\$0	\$8,480	\$9,328	\$47,274
3	Public Utilities Coordination				1	2	8		11	\$1,699	\$0		\$0	\$1,699
4	Geotechnical Investigation					4	4	2	10	\$1,864	\$26,000		\$28,600	\$30,464
	2 Data Collection Subtotal:		0	9	18	36	122	56	241	\$46,271	\$26,000	\$8,480	\$37,928	\$84,199
3	60% Design													
1	60% Plans, Specifications, and Estimate				4	20	90	180	294	\$46,830	\$0		\$0	\$46,830
	3 60% Design Subtotal:		0	4	20	90	180	0	294	\$46,830	\$0	\$0	\$0	\$46,830
4	100% Design													
1	100% Plans, Specifications, and Estimate				4	12	60	120	196	\$31,236	\$0		\$0	\$31,236
	4 100% Design Subtotal:		0	4	12	60	120	0	196	\$31,236	\$0	\$0	\$0	\$31,236
5	Final PS&E													
1	Final Plans, Specifications, and Estimate				4	8	24	40	76	\$12,596	\$0		\$0	\$12,596
	5 Final PS&E Subtotal:		0	4	8	24	40	0	76	\$12,596	\$0	\$0	\$0	\$12,596
6	SWPPP													
1	Storm Water Pollution Prevention Plan				2	2	20		24	\$3,592	\$0		\$0	\$3,592
	6 SWPPP Subtotal:		0	0	2	2	20	0	24	\$3,592	\$0	\$0	\$0	\$3,592
Reimbursable and Consultant Expenses														
General BKF Printing, Plotting, and Travel (1% of Total)														\$1,940
Consultant Labor Totals			10	23	86	134	322	56	631	\$155,921	\$26,000	\$8,480	\$37,928	\$193,849
Total Phase 1 Fees* (Total fees include consultant and reimbursable markups pursuant to rate sheets)														\$195,789



BKF ENGINEERS
PROFESSIONAL SERVICES RATE SCHEDULE
 JANUARY 1, 2021 - DECEMBER 31, 2021

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal/Vice President	\$251.00
Senior Associate/Vice President	\$225.00
Associate	\$219.00
Senior Project Manager Senior Technical Manager	\$218.00
Project Manager Technical Manager	\$213.00
Engineering Manager Surveying Manager Planning Manager	\$197.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$183.00
Project Engineer Project Surveyor Project Planner	\$160.00
Design Engineer Staff Surveyor Staff Planner	\$140.00
BIM Specialist I, II, III	\$140.00 - \$160.00 - \$183.00
Technician I, II, III, IV	\$133.00 - \$142.00 - \$155.00 - \$167.00
Drafter I, II, III, IV	\$104.00 - \$114.00 - \$123.00 - \$138.00
FIELD SURVEYING	
Survey Party Chief	\$182.00
Instrumentman	\$157.00
Survey Chainman	\$117.00
Utility Locator I, II, III, IV	\$95.00 - \$135.00 - \$161.00 - \$184.00
Apprentice I, II, III, IV	\$72.00 - \$97.00 - \$107.00 - \$113.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$239.00
Senior Construction Administrator	\$207.00
Resident Engineer	\$154.00
Field Engineer I, II, III	\$140.00 - \$160.00 - \$183.00
ASSISTANTS	
Project Assistant	\$88.00
Engineering Assistant Surveying Assistant Planning Assistant	\$86.00
Clerical Administrative Assistant	\$74.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.

RATE SCHEDULE



LACO SOUTH 2021 SCHEDULE OF RATES

HOURLY RATES

Senior Principal Engineer	\$260.00 per hour
Senior Geotechnical Engineer, Senior Managing Engineer	\$235.00 per hour
Principal Engineer	\$225.00 per hour
Principal Land Surveyor	\$210.00 per hour
Principal Planner, Principal Geologist, Senior Project Manager	\$185.00 per hour
Senior Engineer	\$180.00 per hour
Senior Geologist	\$170.00 per hour
Senior Planner, Senior Surveyor, Project Manager	\$155.00 per hour
Associate Engineer	\$150.00 per hour
Laboratory Manager	\$140.00 per hour
Senior Special Inspector, Associate Geologist	\$135.00 per hour
Staff Engineer, Associate Planner, Associate Surveyor	\$130.00 per hour
Staff Planner, Staff Geologist, Staff Surveyor	\$120.00 per hour
Senior Technician	\$110.00 per hour
Assistant Engineer, Assistant Planner, Assistant Geologist, Assistant Surveyor	\$105.00 per hour
Senior Project Coordinator	\$90.00 per hour
Project Coordinator	\$80.00 per hour

HOURLY PREVAILING WAGE FIELD INSPECTION RATES

Group 1: Masonry, Group 2: Welding / Construction Inspections	\$175.00 per hour
Group 3: Soils, Group 4: Concrete	\$170.00 per hour

HOURLY SURVEY RATES*

Marking Borings / USA Marking Humboldt / Sonoma / Napa (Prevailing Wage Qualifying)	\$201.00 per hour
Marking Borings / USA Marking Mendocino / Lake (Prevailing Wage Qualifying)	\$150.00 per hour
One-Man Survey	\$150.00 per hour
One-Man Survey (Prevailing Wage Qualifying)	\$200.00 per hour
Two-Man Survey	\$275.00 per hour
Two-Man Survey (Prevailing Wage Qualifying)	\$350.00 per hour
Three-Man Survey	\$350.00 per hour
Three-Man Survey (Prevailing Wage Qualifying)	\$475.00 per hour

*Hourly survey rates are charged for travel time to and from job site and on-site time.

EXPERT WITNESS SERVICES**

Principal Professional Expert	\$475.00 per hour
Senior Professional Expert	\$365.00 per hour

**Expert witness services include, but are not limited to, preparation for and attendance at depositions or court by

Principal or Senior Professionals. Other staff support will be billed at regular hourly rates.

ANNUAL RATE INCREASE

LACO Associates anticipates an annual hourly rate increase of 3% to 5% effective January 1st of each new year without prior notice. For projects that span multiple years, an updated Schedule of Rates will be sent with the first invoice that reflects the annual increase.

NOTES

1. The above rates are regular hourly rates and include payroll costs, overhead, and profit. If overtime is requested by the client, it will be charged at 130% of the above hourly rates.
2. Outside services, including, but not limited to, consultants and laboratories, will be billed at Cost plus 15%.
3. Subsistence and per diem will be calculated at Cost plus 15%.
4. All travel time will be charged at the regular hourly rates.

Initials: LACO _____ CLIENT _____
Revised: 01/01/2021

RATE SCHEDULE



TRANSPORTATION

Automobile and pickup:*

Trip charge per day (half-day minimum charge)	\$70.00 per day (\$35 minimum charge)
Over 80 miles	Federal Rate + \$0.10 per mile
Other transportation, air travel, etc.	\$Cost + 15%

MATERIALS

Survey hubs, stakes, lath, or guineas	\$1.00 each		
Survey markers, plain iron pipe	\$5.00 each		
Plan copies per sheet (11x17)	black & white \$0.25	color \$2.50 each	
Plan copies per sheet (24x36)	black & white \$5.00	mylar \$20.00	color \$21.25 each
All other materials or printing.....	\$ Cost + 15%		

RATES FOR MATERIALS AND SOILS TESTING

Laboratory tests are performed on samples delivered to our lab in Santa Rosa, California. Sample pick-up, special tests, and unusual sample preparation are billed at the applicable hourly rate. Faxes of reports and duplicate mailings are available for \$5 each. Reports requiring review and signature will be billed at the applicable rate.

A. AGGREGATE AND SOILS TESTING

100.	Sieve Analysis – Coarse and Fine, Caltrans 202, ASTM C-136.....	\$186.00
101.	Sieve Analysis – Coarse, Caltrans 202, ASTM C-136	\$93.00
102.	Sieve Analysis – Fine, Caltrans 202, ASTM C-136.....	\$93.00
103.	Finer than #200, ASTM C-117	\$80.00
104.	Particle Size Analysis, ASTM D-422	\$192.00
105.	Cleaness Value, Caltrans 227	\$186.00
106.	Atterberg Limit - Wet.....	\$220.50
107.	Hydrometer Analysis.....	\$75.00
108.	Bulk Density of Soils.....	\$53.00
109.	Atterberg Limits, LL-PL-PI, ASTM 4318	\$171.00
110.	Sand Equivalent, Caltrans 217, ASTM D-2419	\$186.00
111.	Specific Gravity – Coarse, Caltrans 206, ASTM C-127	\$141.00
112.	Specific Gravity – Fine, Caltrans 207, ASTM C-128	\$155.00
113.	Maximum Density of Soils, Caltrans 216, ASTM D-698 or D-1557	\$278.00
114.	Maximum Density of Soils with Rock Correction, ASTM D-4718.....	\$300.00
301.	Nuclear Density Gauge (hourly), Caltrans 231, ASTM D6938 **	\$15.00
302.	Nuclear Density Gauge (daily), Caltrans 231, ASTM D6938 **	\$85.00
116.	Organic Impurities, ASTM C-40.....	\$80.00
117.	Moisture Content of Soils In Place, ASTM D-2216.....	\$25.00
118.	Density of Soils In Place, ASTM 2937	\$50.00
119.	Percent Crushed Particles, Caltrans 205, ASTM D-5821	\$186.00
120.	Durability Index – Coarse, Caltrans 229, ASTM D-3744	\$150.00
121.	Durability Index – Fine, Caltrans 229, ASTM D-3744	\$150.00
122.	Concrete Slab Relative Humidity Test.....	\$98.00
123.	Unconfined Compressive Strength	\$80.00
124.	CBR Soils Test with Compaction	\$550.00
125.	Consolidation, 3" dia., ASTM D-2435.....	\$280.00
126.	Consolidation Test – Additional Points.....	\$45.00
127.	Direct Shear, ASTM D-3080 (3 points)	\$275.00
128.	Direct Shear, ASTM D-3080 (per additional point)	\$69.00
129.	Sample Preparation	\$35.00
130.	Expansion Index, ASTM D-4829	\$351.00
131.	Pocket Penetrometer.....	\$20.00
135.	Unit Weight, ASTM C-29	\$186.00
139.	CBR Soils Test Without Compaction	\$350.00
166.	Max. Theoretical Specific Gravity (RICE), ASTM D2041	\$175.00
167.	Moisture % of Bituminous Mixtures, CAL370.....	\$75.00

Initials: LACO _____ CLIENT _____
Revised: 01/01/2021

RATE SCHEDULE



168.	Bulk Specific Gravity of Compacted Asphalt Mixtures, ASTM D2726	\$65.00
169.	Marshall Compaction, Density, 3 specimens, ASTM D6926, D2726	\$345.00
170.	Marshall Stability & Flow, 3 specimens, ASTM D6927	\$230.00
171.	% Binder Content, NCAT Ignition Oven, ASTM D6307	\$150.00
172.	NCAT Calibration, ASTM D6307	\$380.00
	For other testing not listed, please inquire.	

B. CONCRETE AND FIELD TESTING

150.	Concrete/Grout Compressive Strength (curing, testing & disposal), Caltrans 521, ASTM C-39	\$35.00
151.	Concrete Compressive Strength, Caltrans 521, ASTM C-39	\$35.00
152.	Specimen Processing and Curing, ASTM C-31	(each) \$8.00
153.	Disposable Concrete Molds	(each) \$4.00
154.	Concrete Mix Design, Preparation, Review, and Adjustment	\$200.00
156.	Percent Entrained Air (Method ASTM C-231 or C-173)**	\$20.00
157.	Shrinkage Test, ASTM C-157 (3 bars)	(per test) \$300.00
158.	Concrete Rebound Test, ASTM C-805**	(per day) \$25.00
159.	Coring; Concrete, CMUs and AC, 4-inch core **	\$3.00 per inch length
161.	Coring; Concrete, CMUS and AC, 6-inch core **	\$3.00 per inch length
163.	Splitting Tensile Strength, ASTM C-496	(per test) \$90.00
164.	Voltage Meter	(per day) \$35.00

C. SPECIAL EQUIPMENT

258.	Coating Thickness Gauge	(per Day) \$25.00
246.	Skidmore **	(per day) \$60.00
303.	Core Drilling Machine**	(per day) \$75.00
333.	Load Cell **	(per hour) \$15.00
334.	Torque Wrench **	(per hour) \$10.00
320.	Photoionization Hydrocarbon Vapor Detector *	(per day) \$100.00
450.	Field Lab Analysis (Hanby)	(per test) \$25.00
332.	Turbidity Meter *	(per day) \$40.00
352.	Dissolved Oxygen Meter *	(per day) \$40.00
245.	pH/T/K Meter *	(per day) \$40.00
247.	Water Level Meter	(per day) \$25.00
321.	Bladder Pump/2" Submersible Pump *	(per day) \$45.00
224.	Cam/Portable Pump (12-volt)	(per well) \$5.00
336.	Pressure Washer *	(per day) \$45.00
323.	Steam Cleaner *	(per day) \$75.00
456.	Rotary Hammer Boring System	(per boring) \$25.00
452.	Hydro Punch	(per sample) \$30.00
454.	Continuous Core Sampler	(per foot) \$5.00
354.	Hand Auger *	(per day) \$25.00
22.	Traffic Control Cones (25) *	(per day) \$8.00
23.	Passive Skimmer (1 liter)	(per week) \$15.00
24.	Electric Skimmer	(per week) \$125.00
326.	Submersible Pump *	(per day) \$45.00
322.	Centrifugal Pump *	(per day) \$100.00
252.	Confined Space Multi-Gas Meter (LEL, Oxygen, PID, Hydrogen Sulfate, CO)	(per day) \$90.00
661.	Calcium Chloride Kits	(each) \$25.00

* Minimum charge of 1/2-day on all equipment billed on daily basis

** Plus Technician Rate

*** Sample preparation not included

Initials: LACO _____ CLIENT _____

Revised: 01/01/2021



B.A.T.S. Traffic Solutions

809 N Market Blvd, Suite 11, Sacramento CA 95834

Quote #: **TT21-065**

Customer: BKF Engineers
 Contact: Chelsiah Scouras
 Phone/Email: cscouras@bkf.com
 Quote Info: Ukiah Rate Sheet

Page 1 of 3
 Tammy Ta
 510-825-0319
 5/10/2021

Contractor State License Board (CSLB) # 917034 (MBE) #14110017 (Supplier Clearing House) DIR #100023374

Labor Rates by Crew Size + Shift				
Shift Duration	Crew Size	Weekday Rate	Saturday Rate	Sunday Rate
4 Hour	2 Techs 1 Truck	\$1,235.00	\$1,610.00	\$2,040.00
	3 Techs 1 Truck	\$1,715.00	\$2,230.00	\$2,820.00
	4 Techs 2 Trucks	\$2,470.00	\$3,220.00	\$4,080.00
8 Hour	2 Techs 1 Truck	\$1,850.00	\$2,440.00	\$3,120.00
	3 Techs 1 Truck	\$2,755.00	\$3,630.00	\$4,640.00
	4 Techs 2 Trucks	\$3,700.00	\$4,880.00	\$6,240.00
10 Hour	2 Techs 1 Truck	\$2,390.00	\$2,980.00	\$3,840.00
	3 Techs 1 Truck	\$3,765.00	\$4,440.00	\$5,720.00
	4 Techs 2 Trucks	\$4,780.00	\$5,960.00	\$7,680.00
Hourly Overtime Rate	Per Person	\$135.00	\$135.00	\$180.00

Note: Labor rates include meal breaks, travel time, and mobilization costs.

Each flatbed is equipped with standard MUTCD signage, and can tow an arrowboard.

OT is \$135 per hour per person (weekday and Saturday)

Cancellation notifications made within 4 hours of mobilization will be charged \$300 per technician.

Cancellations made after mobilization will be charged a 4 hour minimum.

Crews working 0-4 hours will be billed at a 4 hour minimum. Crews working 4-8 hours will be billed an 8 hour minimum.

RATE SCHEDULE

Page 2 of 3

Additional Equipment and Services			
Item	Quantity	Unit \$	Extended \$
Traffic Control Plan rates			
Standard Traffic Control Plan (3-4 business day PDF delivery), per 3 sheets	1	\$250.00	\$250.00
Rush Traffic Control Plan (1-2 business day PDF delivery), per sheet	1	\$350.00	\$350.00
Bulk Traffic Control Plans (lead time varies), 5 or more sheets	1	\$195.00	\$195.00
Engineer stamped Traffic Control Plans (3 to 4 business days), upto 3 sheets	1	\$500.00	\$500.00
Rush Engineer stamped Plans (24 to 48 hours), up to 3 sheet	1	\$700.00	\$700.00
bulk Engineer stamped Plans (lead time varies), 5 or more sheets	1	\$400.00	\$400.00
Rental items			
Arrow Board/FAS, rental per day, Each	1	\$70.00	\$70.00
Arrow Board/FAS, rental per week, Each	1	\$190.00	\$190.00
Arrow Board/FAS, rental per month, Each	1	\$475.00	\$475.00
PCMS/Message Board, rental per day, Each	1	\$190.00	\$190.00
PCMS/Message Board, rental per week, Each	1	\$550.00	\$550.00
PCMS/Message Board, rental per month, Each	1	\$1,100.00	\$1,100.00
Cone, 28" reflective w/ 10 lb base, rental per day, Each	1	\$0.50	\$0.50
Cone, 28" reflective w/ 10 lb base, rental per week, Each	1	\$3.00	\$3.00
Cone, 28" reflective w/ 10 lb base, rental per month, Each	1	\$10.00	\$10.00
Delineator tube with base - yellow or white, rental per day, Each	1	\$0.50	\$0.50
Delineator tube with base - yellow or white, rental per week, Each	1	\$3.00	\$3.00
Delineator tube with base - yellow or white, rental per month, Each	1	\$10.00	\$10.00
Urbanite temporary PED barricade 6' segment , rental per day, Each	1	\$4.00	\$4.00
Urbanite temporary PED barricade 6' segment, rental per week, Each	1	\$10.00	\$10.00
Urbanite temporary PED barricade 6' segment, rental per month, Each	1	\$25.00	\$25.00
Type I barricade, rental per day, Each	1	\$1.50	\$1.50
Type I barricade, rental per week, Each	1	\$3.75	\$3.75
Type I barricade, rental per month, Each	1	\$12.00	\$12.00
Type III barricade, rental per day, Each	1	\$2.50	\$2.50
Type III barricade, rental per week, Each	1	\$6.25	\$6.25
Type III barricade, rental per month, Each	1	\$17.00	\$17.00





AGENDA SUMMARY REPORT

SUBJECT: Discussion and Possible Action to Determine the City's Position on the 2021 Resolutions 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: Kristine Lawler, City Clerk

PRESENTER: Sage Sangiacomo, City Manager

ATTACHMENTS:

1. 2021-Annual-Conference-Resolutions-Packet-

Summary: Council will discuss and provide direction to the City's voting delegate regarding the 2021 League of California Cities Conference Resolutions to be considered at the League's Annual Conference.

Background:

At the City Council Meeting of July 21, 2021, the Council designated Mayor Orozco as the City's voting delegate, and Councilmember Duenas and Deputy City Manager Shannon Riley as the alternates, to represent the City of Ukiah at the League's 2021 Annual Conference September 22-24, to be held in Sacramento. At the General Assembly meeting, the League membership considers and takes action on resolutions that establish League policy and positions.

There are two resolutions up for consideration this year:

1. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES ("CAL CITIES") CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION

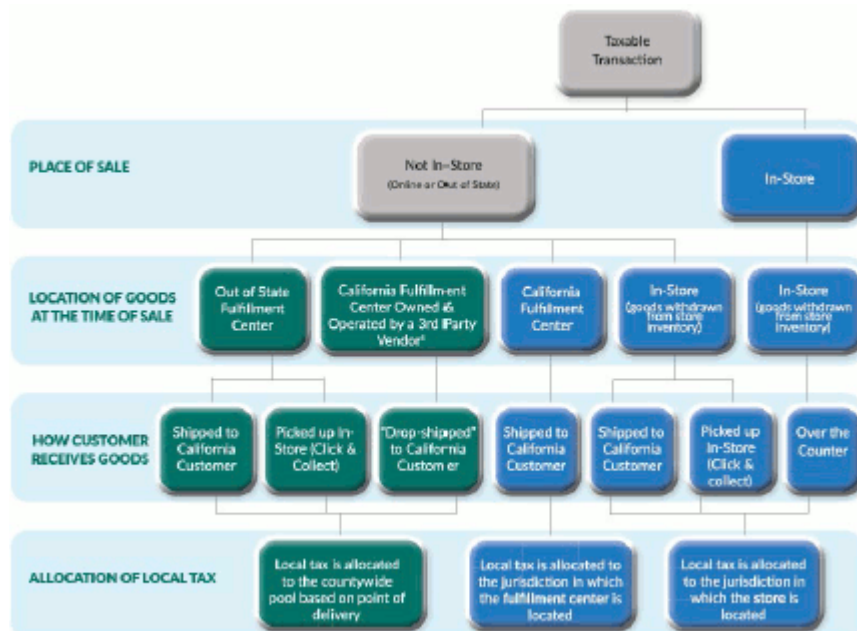
Background Excerpt as presented in the League's packet:

Sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950's, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction's boundaries.

Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances. The California Department of Tax and Fee Administration (CDTFA) is responsible for administering this system and issuing

rules regarding how it is applied in our state.

The following chart created by HdL Companies, the leading provider of California sales tax consulting, illustrates the complex structure of how sales and use tax allocation is done in California, depending on where the transaction starts, where the goods are located, and how the customer receives the goods:



¹ In this scenario the retailer does not own a stock of goods in California and sales orders are negotiated/processed out of state. An out of state company is not required to hold a seller's permit for an in-state third party warehouse if they do not own a stock of goods at the time of sale.

With the exponential growth of online sales and the corresponding lack of growth, and even decline, of shopping at brick and mortar locations, cities are seeing much of their sales tax growth coming from the countywide sales tax pools, since much of the sales tax is now funneled to the pools.

Recently, one of the world's largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated. Following the chart above, previously much of the sales tax would have followed the green boxes on the chart and been allocated to the countywide pool based on point of delivery. Now, much of the tax is following the blue path through the chart and is allocated to the jurisdiction in which the fulfillment center is located. (It should be noted that some of the tax is still flowing to the pools, in those situations where the fulfillment center is shipping goods for another seller that is out of state.)

This change has created a situation where most cities in California – more than 90%, in fact – are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021. Many cities may not be aware of this impact, as the fluctuations in sales tax following the pandemic shutdowns have masked the issue. But this change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer's fulfillment centers.

This has brought to light again the need to address the issues in how sales and use taxes are distributed in the 21st century. Many, if not most cities will never have the opportunity have a warehouse fulfillment center due to lack of space or not being situated along a major travel corridor. These policies especially favor retailers who may leverage current policy in order to negotiate favorable sales tax sharing agreements,

providing more money back to the retailer at the expense of funding critical public services.

With that stated, it is important to note the many impacts to the jurisdictions home to the fulfillment centers. These centers do support the ecommerce most of us as individuals have come to rely on, including heavy wear and tear on streets – one truck is equal to about 8,000 cars when it comes to impact on pavement – and increased air pollution due to the truck traffic and idling diesel engines dropping off large loads. However, it is equally important that State policies acknowledge that entities without fulfillment centers also experience impacts from ecommerce and increased deliveries. Cities whose residents are ordering products that are delivered to their doorstep also experience impacts from traffic, air quality and compromised safety, as well as the negative impact on brick-and-mortar businesses struggling to compete with the sharp increase in online shopping. These cities are rightfully entitled to compensation in an equitable share of sales and use tax. We do not believe that online sales tax distribution between fulfillment center cities and other cities should be an all or nothing endeavor, and not necessarily a fifty-fifty split, either. But we need to find an equitable split that balances the impacts to each jurisdiction involved in the distribution of products purchased online.

Over the years, Cal Cities has had numerous discussions about the issues surrounding sales tax in the modern era, and how state law and policy should be revisited to address these issues. It is a heavy lift, as all of our cities are impacted a bit differently, making consensus difficult. We believe that by once again starting the conversation and moving toward the development of laws and policies that can result in seeing all cities benefit from the growth taxes generated through online sales, our state will be stronger.

It is for these reasons, that we should all aspire to develop an equitable sales tax distribution for online sales.

2. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE NECCESARY FUNDING FOR CUPC TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE QAULITY OF LIFE AND RESULTS IN INCREASED PUBLIC SAFETLY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUTT THE RAILROAD RIGHT-OF-WAY.

Background Excerpt as presented in the League's packet:

The State of California has over 6,000 miles of rail lines, with significant amount running through communities that are either economically disadvantaged and/or disadvantaged communities of color. While the Federal Railroad Administration (FRA) has primary oversight of rail operations, they delegate that obligation to the State of California for lines within our State. The administration of that oversight falls under the California Public Utilities Commission (CPUC). The CPUC has only 41 inspectors covering those 6,000 miles of railroad lines in the State of California. Their primary task is ensuring equipment, bridges and rail lines are operationally safe.

The right-of-way areas along the rail lines are becoming increasingly used for illegal dumping, graffiti and homeless encampments. Rail operators have admitted that they have insufficient funds set aside to clean up or sufficiently police these right-of-way areas, despite reporting a net income of over \$13 billion in 2020. CPUC budget does not provide the resources to oversee whether rail operators are properly managing the right-of-way itself.

The State of California has record revenues to provide CPUC with funding nor only for safety oversight but ensuring right-of-way maintenance by operators is being managed properly. Rail Operators should be required to set aside sufficient annual funds to provide a regular cleanup of their right-of-way through the cities of California.

Discussion: Staff recommends that the Council provide direction to the voting delegate(s) on the League of California Cities Resolutions (See Attachment 1 for full League Resolution Packet). 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 Resolutions. 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

2021 Annual Conference Resolutions



September 22 - 24, 2021

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League of California Cities (Cal Cities) 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, two resolutions have been introduced for consideration at the Annual Conference and referred to Cal Cities policy committees.

POLICY COMMITTEES: Three policy committees will meet virtually one week prior to the Annual Conference to consider and take action on the resolutions. The sponsors of the resolutions have been notified of the time and location of the meetings.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 23, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of Cal Cities regional divisions, functional departments, and standing policy committees, as well as other individuals appointed by the Cal Cities president. Please check in at the registration desk for room location.

CLOSING LUNCHEON AND GENERAL ASSEMBLY: This meeting will be held at 12:30 p.m. on Friday, September 24, at the SAFE Credit Union Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a petition 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 Closing Luncheon & General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 23. Resolutions can be viewed on Cal Cities Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond mdesmond@calcities.org.

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within Cal Cities. The principal means for deciding policy on the important issues facing cities is through Cal Cities 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 Cal Cities 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 Cal Cities 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 Cal Cities 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.

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
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		1	2	3
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1 - Policy Committee Recommendation
to General Resolutions Committee
2 - General Resolutions Committee
3 - General Assembly

HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE

		1	2	3
2	Securing Railroad Property Maintenance			

REVENUE & TAXATION POLICY COMMITTEE

		1	2	3
1	Online Sales Tax Equity			

TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE

		1	2	3
2	Securing Railroad Property Maintenance			

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 Cal Cities Bylaws.

1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES (“CAL CITIES”) CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION

Source: City of Rancho Cucamonga

Concurrence of five or more cities/city officials:

Cities: Town of Apple Valley; City of El Cerrito; City of La Canada Flintridge; City of La Verne; City of Lakewood; City of Moorpark; City of Placentia; City of Sacramento

Referred to: Revenue and Taxation Policy Committee

WHEREAS, the 2018 U.S. Supreme Court decision in *Wayfair v. South Dakota* clarified that states could charge and collect tax on purchases even if the seller does not have a physical presence in the state; and

WHEREAS, California cities and counties collect 1% in Bradley Burns sales and use tax from the purchase of tangible personal property and rely on this revenue to provide critical public services such as police and fire protection; and

WHEREAS, in terms of “siting” the place of sale and determining which jurisdiction receives the 1% Bradley Burns local taxes for online sales, the California Department of Tax and Fee Administration (CDTFA) determines “out-of-state” online retailers as those with no presence in California that ship property from outside the state and are therefore subject to use tax, not sales tax, which is collected in a countywide pool of the jurisdiction where the property is shipped from; and

WHEREAS, for online retailers that have a presence in California and have a stock of goods in the state from which it fulfills orders, CDTFA considers the place of sale (“situs”) as the location from which the goods were shipped such as a fulfillment center; and

WHEREAS, in early 2021, one of the state’s largest online retailers shifted its ownership structure so that it is now considered both an in-state and out-of-state retailer, resulting in the sales tax this retailer generates from in-state sales now being entirely allocated to the specific city where the warehouse fulfillment center is located as opposed to going into a countywide pool that is shared with all jurisdictions in that County, as was done previously; and

WHEREAS, this all-or-nothing change for the allocation of in-state sales tax has created winners and losers amongst cities as the online sales tax revenue from the retailer that was once spread amongst all cities in countywide pools is now concentrated in select cities that host a fulfillment center; and

WHEREAS, this has created a tremendous inequity amongst cities, in particular for cities that are built out, do not have space for siting a 1 million square foot fulfillment center, are not located along a major travel corridor, or otherwise not ideally suited to host a fulfillment center; and

WHEREAS, this inequity affects cities statewide, but in particular those with specific circumstances such as no/low property tax cities that are extremely reliant on sales tax revenue as well as cities struggling to meet their RHNA obligations that are being compelled by the State to rezone precious commercial parcels to residential; and

WHEREAS, the inequity produced by allocating in-state online sales tax revenue exclusively to cities with fulfillment centers is exasperated even more by, in addition to already reducing the amount of revenue going into the countywide pools, the cities with fulfillment centers are also receiving a larger share of the dwindling countywide pool as it is allocated based on cities' proportional share of sales tax collected; and

WHEREAS, while it is important to acknowledge that those cities that have fulfillment centers experience impacts from these activities and deserve equitable supplementary compensation, it should also be recognized that the neighboring cities whose residents are ordering product from that center now receive no revenue from the center's sales activity despite also experiencing the impacts created by the center, such as increased traffic and air pollution; and

WHEREAS, the COVID-19 pandemic greatly accelerated the public's shift towards online purchases, a trend that is unlikely to be reversed to pre-pandemic levels; and

NOW, THEREFORE, BE IT RESOLVED that Cal Cities calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

Background Information to Resolution

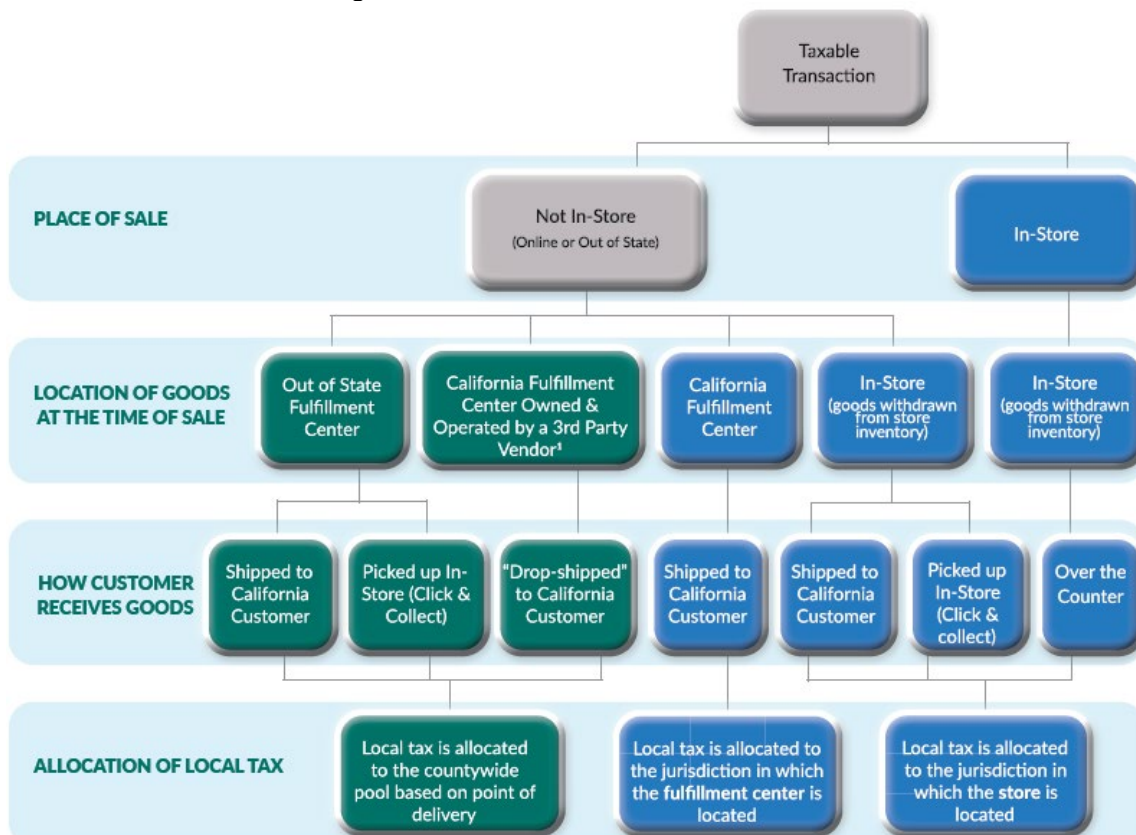
Source: City of Rancho Cucamonga

Background:

Sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950's, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction's boundaries.

Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances. The California Department of Tax and Fee Administration (CDTFA) is responsible for administering this system and issuing rules regarding how it is applied in our state.

The following chart created by HdL Companies, the leading provider of California sales tax consulting, illustrates the complex structure of how sales and use tax allocation is done in California, depending on where the transaction starts, where the goods are located, and how the customer receives the goods:



¹ In this scenario the retailer does not own a stock of goods in California and sales orders are negotiated/processed out of state. An out of state company is not required to hold a seller's permit for an in-state third party warehouse if they do not own a stock of goods at the time of sale.

With the exponential growth of online sales and the corresponding lack of growth, and even decline, of shopping at brick and mortar locations, cities are seeing much of their sales tax

growth coming from the countywide sales tax pools, since much of the sales tax is now funneled to the pools.

Recently, one of the world's largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated. Following the chart above, previously much of the sales tax would have followed the green boxes on the chart and been allocated to the countywide pool based on point of delivery. Now, much of the tax is following the blue path through the chart and is allocated to the jurisdiction in which the fulfillment center is located. (It should be noted that some of the tax is still flowing to the pools, in those situations where the fulfillment center is shipping goods for another seller that is out of state.)

This change has created a situation where most cities in California – more than 90%, in fact – are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021. Many cities may not be aware of this impact, as the fluctuations in sales tax following the pandemic shutdowns have masked the issue. But this change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer's fulfillment centers.

This has brought to light again the need to address the issues in how sales and use taxes are distributed in the 21st century. Many, if not most cities will never have the opportunity have a warehouse fulfillment center due to lack of space or not being situated along a major travel corridor. These policies especially favor retailers who may leverage current policy in order to negotiate favorable sales tax sharing agreements, providing more money back to the retailer at the expense of funding critical public services.

With that stated, it is important to note the many impacts to the jurisdictions home to the fulfillment centers. These centers do support the ecommerce most of us as individuals have come to rely on, including heavy wear and tear on streets – one truck is equal to about 8,000 cars when it comes to impact on pavement – and increased air pollution due to the truck traffic and idling diesel engines dropping off large loads. However, it is equally important that State policies acknowledge that entities without fulfillment centers also experience impacts from ecommerce and increased deliveries. Cities whose residents are ordering products that are delivered to their doorstep also experience impacts from traffic, air quality and compromised safety, as well as the negative impact on brick-and-mortar businesses struggling to compete with the sharp increase in online shopping. These cities are rightfully entitled to compensation in an equitable share of sales and use tax. We do not believe that online sales tax distribution between fulfillment center cities and other cities should be an all or nothing endeavor, and not necessarily a fifty-fifty split, either. But we need to find an equitable split that balances the impacts to each jurisdiction involved in the distribution of products purchased online.

Over the years, Cal Cities has had numerous discussions about the issues surrounding sales tax in the modern era, and how state law and policy should be revisited to address these issues. It is a heavy lift, as all of our cities are impacted a bit differently, making consensus difficult. We believe that by once again starting the conversation and moving toward the development of laws and policies that can result in seeing all cities benefit from the growth taxes generated through online sales, our state will be stronger.

It is for these reasons, that we should all aspire to develop an equitable sales tax distribution for online sales.

LETTERS OF CONCURRENCE

Resolution No. 1

July 19, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The Town of Apple Valley strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at Cal Cities 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the one percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas, all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool. Now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents.

We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the Town of Apple Valley concurs that the resolution should go before the General Assembly. If you have any questions regarding the Town's position in this matter, please do not hesitate to contact the Town Manager at 760-240-7000 x 7051.

Sincerely,

A handwritten signature in black ink, appearing to read "Curt Emick", is positioned above the printed name and title.

Curt Emick
Mayor

July 21, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Letter of Support for the City of Rancho Cucamonga's Resolution for Fair and Equitable Distribution of the Bradley Burns 1% Local Sales Tax

Dear President Walker:

The City of El Cerrito supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the Cal Cities 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Previously, all sales tax revenue generated by this retailer's sales went into a countywide pool and was distributed amongst the jurisdictions in the pool; now the revenue from in-state sales goes entirely to the city where the fulfillment center is located and the packages are shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution, and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities such as El Cerrito who have no chance of ever obtaining a fulfillment center as we are a built out, four square mile, small city. Additionally, cities not situated along major travel corridors and no/low property tax cities that rely on sales tax revenue are especially impacted, as well as cities struggling to build much needed affordable housing that may require rezoning commercial parcels in order to meet their RHNA allocations.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies serve to divide local agencies, exacerbate already difficult municipal finances, and in the end results in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better, and we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of El Cerrito concurs that the resolution should go before the General Assembly.

Sincerely,



Paul Fadelli, Mayor
City of El Cerrito

cc: El Cerrito City Council
City of Rancho Cucamonga



City Council
Terry Walker, Mayor
Keith Eich, Mayor Pro Tem
Jonathan C. Curtis
Michael T. Davitt
Richard B. Gunter III

July 14, 2021

Ms. Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of La Cañada Flintridge strongly supports the City of Rancho Cucamonga's effort to introduce a resolution for consideration by the General Assembly at CalCITIES' 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1% Bradley Burns local tax revenue (sales tax) from in-state online retailers be allocated to the jurisdiction from which the package was shipped, as opposed to going into a countywide pool, as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as an out-of-state online retailer. Whereas all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the jurisdiction where the fulfillment center is located and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state transactions even though their packages are delivered to locations within those cities' borders and paid for by residents in those locations. Cities that abut jurisdictions with fulfillment centers experience fulfillment centers' impacts just as much, such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers, that was once spread amongst all cities in countywide pools, is now concentrated in select cities fortunate enough to host a fulfillment center. This benefits only those few hosting jurisdictions and is particularly unfair to cities who have no chance of ever hosting a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely heavily on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably eager to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances and, in the end, result in a net loss of local government sales tax proceeds that simply serve to make private

Ms. Cheryl Viegas Walker, President

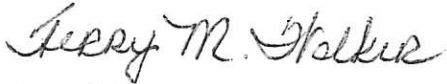
July 14, 2021

Page 2

sector businesses even more profitable at the expense of cities' residents. We should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of La Cañada Flintridge concurs that the proposed resolution should go before the General Assembly.

Sincerely,

A handwritten signature in cursive script that reads "Terry M. Walker".

Terry Walker

Mayor



CITY OF LA VERNE CITY HALL

3660 "D" Street, La Verne, California 91750-3599
www.cityoflaverne.org

July 19, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of La Verne strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution, and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities which have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are



General Administration 909/596-8726 • Water Customer Service 909/596-8744 • Community Services 909/596-8700
Public Works 909/596-8741 • Finance 909/596-8716 • Community Development 909/596-8706 • Building 909/596-8713
Police Department 909/596-1913 • Fire Department 909/596-5991 • General Fax 909/596-8737

especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exacerbate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end, result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of La Verne concurs that the resolution should go before the General Assembly.

Sincerely,



Bob Russi
City Manager
City of La Verne

Steve Croft
Vice Mayor

Vicki L. Stuckey
Council Member

Ariel Pe
Council Member

Todd Rogers
Council Member



Jeff Wood
Mayor

July 15, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Lakewood strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas, all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities that have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Lakewood concurs that the resolution should go before the General Assembly.

Sincerely,

Jeff Wood
Mayor

Lakewood



CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021
Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 14, 2021

TRANSMITTED ELECTRONICALLY

Cheryl Viegas-Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Moorpark strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies of the California Department of Tax and Fees (CDTFA) require that the one percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates both as an in-state online retailer and as an out-of-state online retailer. Whereas all sales tax revenues generated by this retailer's sales previously went into countywide pools and were distributed amongst the jurisdictions in the pool, sales tax revenues from in-state sales now go entirely to the city where the fulfillment center is located and the package is shipped from. Cities that do not have a fulfillment center now receive no sales tax revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution, and deteriorating road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenues from large online retailers that were once spread amongst all cities in countywide pools are now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted, as well as

cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone limited commercial properties for residential land uses.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and ultimately result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses more profitable at the expense of everyone's residents. We can do better than this, and we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Moorpark concurs that the resolution should go before the General Assembly at the 2021 Annual Conference in Sacramento.

Sincerely,



Janice S. Parvin
Mayor

cc: City Council
City Manager

The People are the City

Mayor

CRAIG S. GREEN

Mayor Pro Tem

CHAD P. WANKE

Councilmembers:

RHONDA SHADER

WARD L. SMITH

JEREMY B. YAMAGUCHI



City Clerk:

ROBERT S. MCKINNELL

City Treasurer

KEVIN A. LARSON

City Administrator

DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

July 14, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Placentia strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent (1%) Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas, all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

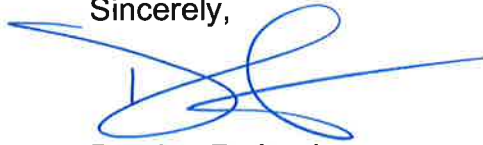
This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The

current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Placentia concurs that the resolution should go before the General Assembly. Should you have any questions regarding this letter, please contact me at (714) 993-8117 or via email at administration@placentia.org.

Sincerely,



Damien R. Arrula
City Administrator

*Leyne Milstein
Assistant City Manager*

*City Hall
915 I Street, Fifth Floor
Sacramento, CA 95814-2604
916-808-5704*

July 19, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Sacramento strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the one percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment

Leyne Milstein
Assistant City Manager

City Hall
915 I Street, Fifth Floor
Sacramento, CA 95814-2604
916-808-5704

center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their Regional Housing Needs Allocation (RHNA) that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end, result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Sacramento concurs that the resolution should go before the General Assembly.

Sincerely,



Leyne Milstein (Jul 19, 2021 14:48 PDT)

Leyne Milstein
Assistant City Manager

League of California Cities Staff Analysis on Resolution No. 1

Staff: Nicholas Romo, Legislative Affairs, Lobbyist

Committee: Revenue and Taxation

Summary:

This Resolution calls on the League of California Cities (Cal Cities) to request the Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

Background:

The City of Rancho Cucamonga is sponsoring this resolution to “*address the issues in how sales and use taxes are distributed in the 21st century.*”

The City notes that “*sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950’s, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction’s boundaries. Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances.*

Recently, one of the world’s largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated.

This change has created a situation where most cities in California – more than 90%, in fact – are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021. Many cities may not be aware of this impact, as the fluctuations in sales tax following the pandemic shutdowns have masked the issue. But this change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer’s fulfillment centers.”

The City’s resolution calls for action on an unspecified solution that “*rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction,*” which aims to acknowledge the actions taken by cities to alleviate poverty, catalyze economic development, and improve financial stability within their communities through existing tax sharing and zoning powers.

Ultimately, sponsoring cities believe *“that by once again starting the conversation and moving toward the development of laws and policies that can result in seeing all cities benefit from the growth taxes generated through online sales, our state will be stronger.”*

Sales and Use Tax in California

The Bradley-Burns Uniform Sales Tax Act allows all local agencies to apply its own sales and use tax on the same base of tangible personal property (taxable goods). This tax rate currently is fixed at 1.25% of the sales price of taxable goods sold at retail locations in a local jurisdiction, or purchased outside the jurisdiction for use within the jurisdiction. Cities and counties use this 1% of the tax to support general operations, while the remaining 0.25% is used for county transportation purposes.

In California, all cities and counties impose Bradley-Burns sales taxes. California imposes the sales tax on every retailer engaged in business in this state that sells taxable goods. The law requires businesses to collect the appropriate tax from the purchaser and remit the amount to the California Department of Tax and Fee Administration (CDTFA). Sales tax applies whenever a retail sale is made, which is basically any sale other than one for resale in the regular course of business. Unless the person pays the sales tax to the retailer, they are liable for the use tax, which is imposed on any person consuming taxable goods in the state. The use tax rate is the same rate as the sales tax rate.

Generally, CDTFA distributes Bradley-Burns tax revenue based on where a sale took place, known as a *situs-based system*. A retailer’s physical place of business—such as a retail store or restaurant—is generally the place of sale. “Sourcing” is the term used by tax practitioners to describe the rules used to determine the place of sale, and therefore, which tax rates are applied to a given purchase and which jurisdictions are entitled to the local and district taxes generated from a particular transaction.

California is primarily an origin-based sourcing state – meaning tax revenues go to the jurisdiction in which a transaction physically occurs if that can be determined. However, California also uses a form of destination sourcing for the local use tax and for district taxes (also known as “transactions and use taxes” or “add-on sale and use taxes”). That is, for cities with local add-on taxes, they receive their add-on rate amount from remote and online transactions.

Generally, allocations are based on the following rules:

- The sale is sourced to the place of business of the seller - whether the product is received by the purchaser at the seller’s business location or not.
- If the retailer maintains inventory in California and has no other in state location, the source is the jurisdiction where the warehouse is situated. *This resolution is concerned with the growing amount of online retail activity being sourced to cities with warehouse/fulfillment center locations.*
- If the business’ sales office is located in California but the merchandise is shipped from out of state, the tax from transactions under \$500,000 is allocated

via the county pools. The tax from transactions over \$500,000 is allocated to the jurisdiction where the merchandise is delivered.

- When a sale cannot be identified with a permanent place of business in the state, the sale is sourced to the allocation pool of the county where the merchandise was delivered and then distributed among all jurisdictions in that county in proportion to ratio of sales. *For many large online retailers, this has been the traditional path.*

Online Sales and Countywide Pools

While the growth of e-commerce has been occurring for more than two decades, led by some of the largest and most popular retailers in the world, the dramatic increase in online shopping during the COVID-19 pandemic has provided significant revenue to California cities as well as a clearer picture on which governments enjoy even greater benefits.

In the backdrop of booming internet sales has been the steady decline of brick-and-mortar retail and shopping malls. For cities with heavy reliance on in-person retail shopping, the value of the current allocation system has been diminished as their residents prefer to shop online or are incentivized to do so by retailers (during the COVID-19 pandemic, consumers have had no other option but to shop online for certain goods). All the while, the demands and costs of city services continue to grow for cities across the state.

As noted above, the allocation of sales tax revenue to local governments depends on the location of the transaction (or where the location is ultimately determined). For in-person retail, the sales tax goes to the city in which the product and store are located - a customer purchasing at a register. For online sales, the Bradley Burns sales tax generally goes to a location other than the one where the customer lives – either to the city or county where an in-state warehouse or fulfillment center is located, the location of in-state sales office (ex. headquarters) or shared as use tax proceeds amongst all local governments within a county based on their proportionate share of taxable sales.

Under current CDTFA regulations, a substantial portion of local use tax collections are allocated through a countywide pool to the local jurisdictions in the county where the property is put to its first functional use. The state and county pools constitute over 15% of local sales and use tax revenues. Under the pool system, the tax is reported by the taxpayer to the countywide pool of use and then distributed to each jurisdiction in that county on a pro-rata share of taxable sales. If the county of use cannot be identified, the revenues are distributed to the state pool for pro-rata distribution on a statewide basis.

Concentration of Online Sales Tax Revenue and Modernization

Sales tax modernization has been a policy goal of federal, state, and local government leaders for decades to meet the rapidly changing landscape of commercial activity and ensure that all communities can sustainably provide critical services.

For as long as remote and internet shopping has existed, policy makers have been concerned about their potential to disrupt sales and use tax allocation procedures that underpin the funding of local government services. The system was designed in the early twentieth century to ensure that customers were paying sales taxes to support local government services within the community where the transactions occurred whether they resided there or not. This structure provides benefit to and recoupment for the public resources necessary to ensure the health and safety of the community broadly.

City leaders have for as long been concerned about the loosening of the nexus between what their residents purchase and the revenues they receive. Growing online shopping, under existing sourcing rules, has led to a growing concentration of sales tax revenue being distributed to a smaller number of cities and counties. As more medium and large online retailers take title to fulfillment centers or determine specific sales locations in California as a result of tax sharing agreements in specific cities, online sales tax revenue will be ever more concentrated in a few cities at the control of these companies. Furthermore, local governments are already experiencing the declining power of the sales tax to support services as more money is being spent on non-taxable goods and services.

For more on sales and use tax sourcing please see Attachment A.

State Auditor Recommendations

In 2017, the California State Auditor issued a report titled, "[The Bradley-Burns Tax and Local Transportation Funds](#)", noting that:

"Retailers generally allocate Bradley Burns tax revenue based on the place of sale, which they identify according to their business structure. However, retailers that make sales over the Internet may allocate sales to various locations, including their warehouses, distribution center, or sales offices. This approach tends to concentrate Bradley Burns tax revenue into the warehouses' or sales offices' respective jurisdictions. Consequently, counties with a relatively large amount of industrial space may receive disproportionately larger amounts of Bradley Burns tax, and therefore Local Transportation Fund, revenue.

The State could make its distribution of Bradley Burns tax revenue derived from online sales more equitable if it based allocations of the tax on the destinations to which goods are shipped rather than on place of sale."

The Auditor's report makes the following recommendation:

"To ensure that Bradley-Burns tax revenue is more evenly distributed, the Legislature should amend the Bradley-Burns tax law to allocate revenues from Internet sales based on the destination of sold goods rather than their place of sale."

In acknowledgement of the growing attention from outside groups on this issue, Cal Cities has been engaged in its own study and convening of city officials to ensure pursued solutions account for the circumstances of all cities and local control is best protected. These efforts are explored in subsequent sections.

Cal Cities Revenue and Taxation Committee and City Manager Working Group

In 2015 and 2016, Cal Cities' Revenue and Taxation Policy Committee held extensive discussions on potential modernization of tax policy affecting cities, with a special emphasis on the sales tax. The issues had been identified by Cal Cities leadership as a strategic priority given concerns in the membership about the eroding sales tax base and the desire for Cal Cities to take a leadership role in addressing the associated issues. The policy committee ultimately adopted a series of policies that were approved by the Cal Cities board of directors. Among its changes were a recommended change to existing sales tax sourcing (determining where a sale occurs) rules, so that the point of sale (situs) is where the customer receives the product. The policy also clarifies that specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood. See "Existing Cal Cities Policy" section below.

Cal Cities City Manager Sales Tax Working Group Recommendations

In the Fall of 2017, the Cal Cities City Managers Department convened a working group (Group) of city managers representing a diverse array of cities to review and consider options for addressing issues affecting the local sales tax.

The working group of city managers helped Cal Cities identify internal common ground on rapidly evolving e-commerce trends and their effects on the allocation of local sales and use tax revenue. After meeting extensively throughout 2018, the Group made several recommendations that were endorsed unanimously by Cal Cities' Revenue and Taxation Committee at its January, 2019 meeting and by the board of directors at its subsequent meeting.

The Group recommended the following actions in response to the evolving issues associated with e-commerce and sales and use tax:

Further Limiting Rebate Agreements: The consensus of the Group was that:

- Sales tax rebate agreements involving online retailers should be prohibited *going forward*. They are inappropriate because they have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one.
- Any type of agreement that seeks to lure a retailer from one community to another within a market area should also be prohibited *going forward*. Existing law already prohibits such agreements for auto dealers and big box stores.

Shift Use Tax from Online Sales, including from the South Dakota v. Wayfair Decision Out of County Pools: The Group's recommendation is based first on the principle of "situs" and that revenue should be allocated to the jurisdiction where the use occurs. Each city and county in California imposed a Bradley Burns sales and use tax rate

under state law in the 1950s. The use tax on a transaction is the rate imposed where the purchaser resides (the destination). These use tax dollars, including new revenue from the South Dakota v. Wayfair decision, should be allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.

- Shift of these revenues, from purchases from out of state retailers including transactions captured by the South Dakota v. Wayfair decision, out of county pools to full destination allocation on and after January 1, 2020.
- Allow more direct reporting of use taxes related to construction projects to jurisdiction where the construction activity is located by reducing existing regulatory threshold from \$5 million to \$100,000.

Request/Require CDTFA Analysis on Impacts of Sales Tax Destination Shifts: After discussion of numerous phase-in options for destination sourcing and allocation for sales taxes, the Group ultimately decided that a more complete analysis was needed to sufficiently determine impacts. Since the two companies most cities rely on for sales tax analysis, HdL and MuniServices, were constrained to modeling with transaction and use tax (district tax) data, concerns centered on the problem of making decisions without adequate information. Since the CDTFA administers the allocation of local sales and use taxes, it is in the best position to produce an analysis that examines:

- The impacts on individual agencies of a change in sourcing rules. This would likely be accomplished by developing a model to examine 100% destination sourcing with a report to the Legislature in early 2020.
- The model should also attempt to distinguish between business-to-consumer transactions versus business-to-business transactions.
- The model should analyze the current number and financial effects of city and county sales tax rebate agreements with online retailers and how destination sourcing might affect revenues under these agreements.

Conditions for considering a Constitutional Amendment that moves toward destination allocation: Absent better data on the impacts on individual agencies associated with a shift to destination allocation of sales taxes from CDTFA, the Group declined to prescribe if/how a transition to destination would be accomplished; the sentiment was that the issue was better revisited once better data was available. In anticipation that the data would reveal significant negative impacts on some agencies, the Group desired that any such shift should be accompanied by legislation broadening of the base of sales taxes, including as supported by existing Cal Cities policy including:

- Broadening the tax base on goods, which includes reviewing existing exemptions on certain goods and expanding to digital forms of goods that are otherwise taxed; and
- Expanding the sales tax base to services, such as those commonly taxed in other states.

This Resolution builds upon previous work that accounts for the impacts that distribution networks have on host cities and further calls on the organization to advocate for changes to sales tax distribution rules.

The Resolution places further demands on data collected by CDTFA to establish a “fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases.” Such data is proposed to be collected by [SB 792 \(Glazer, 2021\)](#). More discussion on this topic can be found in the “Staff Comments” section.

Staff Comments:

Proposed Resolution Affixes Equity Based, Data Driven Approach to Existing Cal Cities Policy on Sales Tax Sourcing

The actions resulting from this resolution, if approved, would align with existing policy and efforts to-date to modernize sales tax rules. While not formalized in existing Cal Cities policy or recommendations, city managers and tax practitioners generally have favored proposals that establish a sharing of online sales tax revenues rather than a full destination shift. City leaders and practitioners across the state have acknowledged during Cal Cities Revenue and Taxation and City Manager’s working group meetings that the hosting of fulfillment centers and ancillary infrastructure pose major burdens on local communities including detrimental health and safety impacts. This acknowledgement has moved mainstream proposals such as this one away from full revenue shifts towards an equity-based, data driven approach that favors revenue sharing. This Resolution would concretely affix this approach as Cal Cities policy.

More Data is Needed to Achieve Equity Based Approach

A major challenge is the lack of adequate data to model the results of shifting in-state online sale tax revenues. Local government tax consultants and state departments have limited data to model the effects of changes to sales tax distribution because their information is derived only from cities that have a local transactions and use tax (TUT). Tax experts are able to model proposed tax shifts using TUTs since they are allocated on a destination basis (where a purchaser receives the product; usually a home or business). However, more than half of all cities, including some larger cities, do not have a local TUT therefore modeling is constrained and incomplete.

Efforts to collect relevant sales tax information on the destination of products purchased online are ongoing. The most recent effort is encapsulated in [SB 792 \(Glazer, 2021\)](#), which would require retailers with online sales exceeding \$50 million a year to report to CDTFA the gross receipts from online sales that resulted in a product being shipped or delivered in each city. The availability of this data would allow for a much more complete understanding of online consumer behavior and the impacts of future proposed changes to distribution. SB 792 (Glazer) is supported by Cal Cities following approval by the Revenue and Taxation Committee and board of directors.

Impact of Goods Movement Must Be Considered

As noted above, city leaders and practitioners across the state acknowledge that the hosting of fulfillment centers and goods movement infrastructure pose major burdens on local communities including detrimental health, safety, and infrastructure impacts. Not least of which is the issue of air pollution from diesel exhaust. According to California Environmental Protection Agency (Cal EPA):

“Children and those with existing respiratory disease, particularly asthma, appear to be especially susceptible to the harmful effects of exposure to airborne PM from diesel exhaust, resulting in increased asthma symptoms and attacks along with decreases in lung function (McCreanor et al., 2007; Wargo, 2002). People that live or work near heavily-traveled roadways, ports, railyards, bus yards, or trucking distribution centers may experience a high level of exposure (US EPA, 2002; Krivoshto et al., 2008). People that spend a significant amount of time near heavily-traveled roadways may also experience a high level of exposure. Studies of both men and women demonstrate cardiovascular effects of diesel PM exposure, including coronary vasoconstriction and premature death from cardiovascular disease (Krivoshto et al., 2008). A recent study of diesel exhaust inhalation by healthy non-smoking adults found an increase in blood pressure and other potential triggers of heart attack and stroke (Krishnan et al., 2013) Exposure to diesel PM, especially following periods of severe air pollution, can lead to increased hospital visits and admissions due to worsening asthma and emphysema-related symptoms (Krivoshto et al., 2008). Diesel exposure may also lead to reduced lung function in children living in close proximity to roadways (Brunekreef et al., 1997).”

The founded health impacts of the ubiquitous presence of medium and heavy-duty diesel trucks used to transport goods to and from fulfillment centers and warehouses require host cities to meet increased needs of their residents including the building and maintenance of buffer zones, parks, and open space. While pollution impacts may decline with the introduction of zero-emission vehicles, wide scale adoption by large distribution fleets is still in its infancy. Furthermore, the impacts of heavy road use necessitate increased spending on local streets and roads upgrades and maintenance. In addition, many cities have utilized the siting of warehouses, fulfillment centers, and other heavy industrial uses for goods movements as key components of local revenue generation and economic development strategies. These communities have also foregone other land uses in favor of siting sales offices and fulfillment networks.

All said, however, it is important to acknowledge that disadvantaged communities (DACs) whether measured along poverty, health, environmental or education indices exist in cities across the state. For one example, see: [California Office of Environmental Health Hazard Assessment \(OEHHA\) CalEnviroScreen](#). City officials may consider how cities without fulfillment and warehouse center revenues are to fund efforts to combat social and economic issues, particularly in areas with low property tax and tourism-based revenues.

The Resolution aims to acknowledge these impacts broadly (this analysis does not provide an exhaustive review of related impacts) and requests Cal Cities to account for them in a revised distribution formula of the Bradley Burns 1% local sales tax from in-state online purchases. The Resolution does not prescribe the proportions.

Clarifying Amendments

Upon review of the Resolution, Cal Cities staff recommends technical amendments to provide greater clarity. *To review the proposed changes, please see Attachment B.*

Fiscal Impact:

Significant but unknown. The Resolution on its own does not shift sales tax revenues. In anticipation and mitigation of impacts, the Resolution requests Cal Cities to utilize online sales tax data to identify a fair and equitable distribution formula that accounts for the broad impacts fulfillment centers involved in online retail have on the cities that host them. The Resolution does not prescribe the revenue distribution split nor does it prescribe the impacts, positive and negative, of distribution networks.

Existing Cal Cities Policy:

- Tax proceeds collected from internet sales should be allocated to the location where the product is received by the purchaser.
- Support as Cal Cities policy that point of sale (situs) is where the customer receives the product. Specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood.
- Revenue from new regional or state taxes or from increased sales tax rates should be distributed in a way that reduces competition for situs-based revenue. (Revenue from the existing sales tax rate and base, including future growth from increased sales or the opening of new retail centers, should continue to be returned to the point of sale.)
- The existing situs-based sales tax under the Bradley Burns 1% baseline should be preserved and protected.
- Restrictions should be implemented and enforced to prohibit the enactment of agreements designed to circumvent the principle of situs-based sales and redirect or divert sales tax revenues from other communities, when the physical location of the affected businesses does not change. Sales tax rebate agreements involving online retailers are inappropriate because they have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one. Any type of agreement that seeks to lure a retailer from one community to another within a market area should also be prohibited going forward.
- Support Cal Cities working with the state California Department of Tax and Fee Administration (CDTFA) to update the county pool allocation process to ensure that more revenues are allocated to the jurisdiction where the purchase or first use of a product occurs (usually where the product is delivered). Use Tax collections from online sales, including from the South Dakota v Wayfair Decision, should be shifted out of county pools and allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.

Support:

The following letters of concurrence were received:

Town of Apple Valley

City of El Cerrito

City of La Canada Flintridge

City of La Verne

City of Lakewood

City of Moorpark
City of Placentia
City of Sacramento

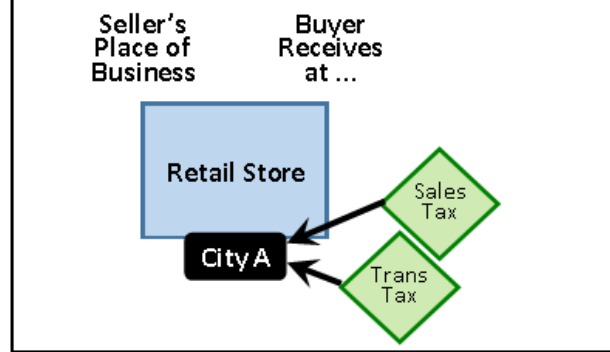
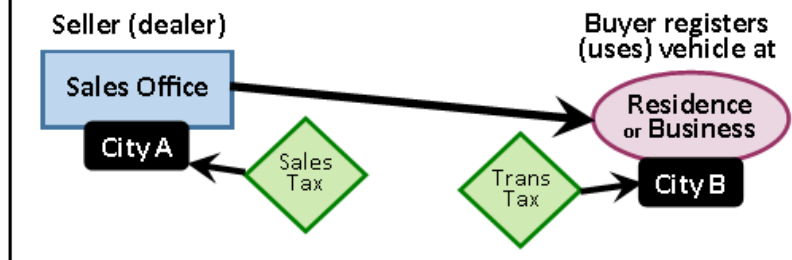
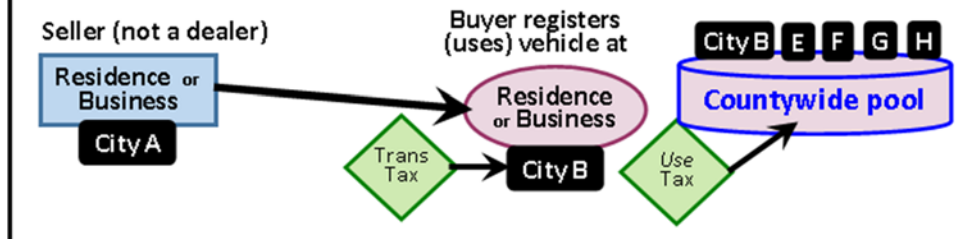
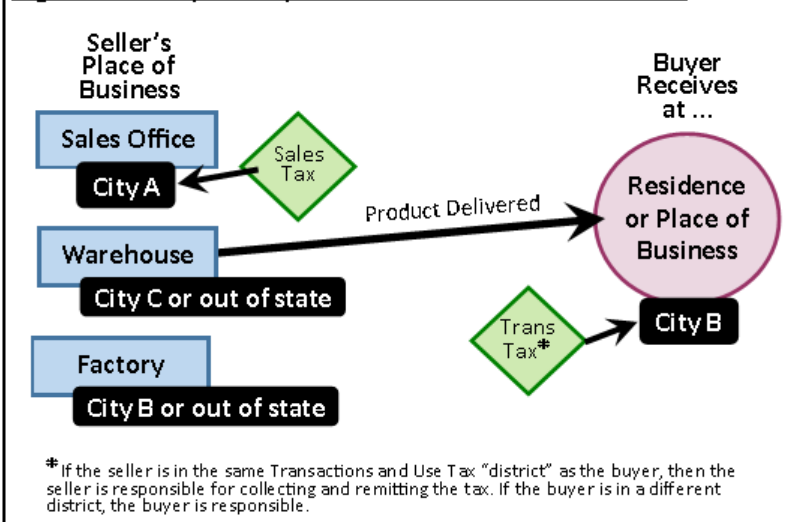
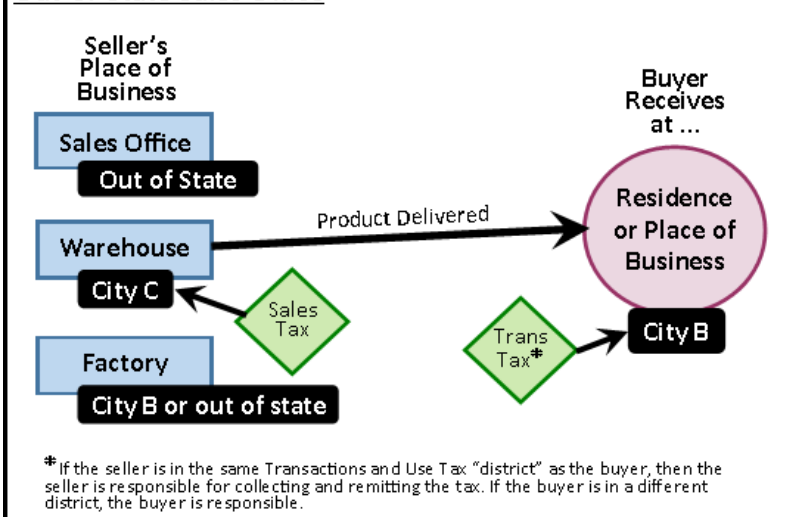
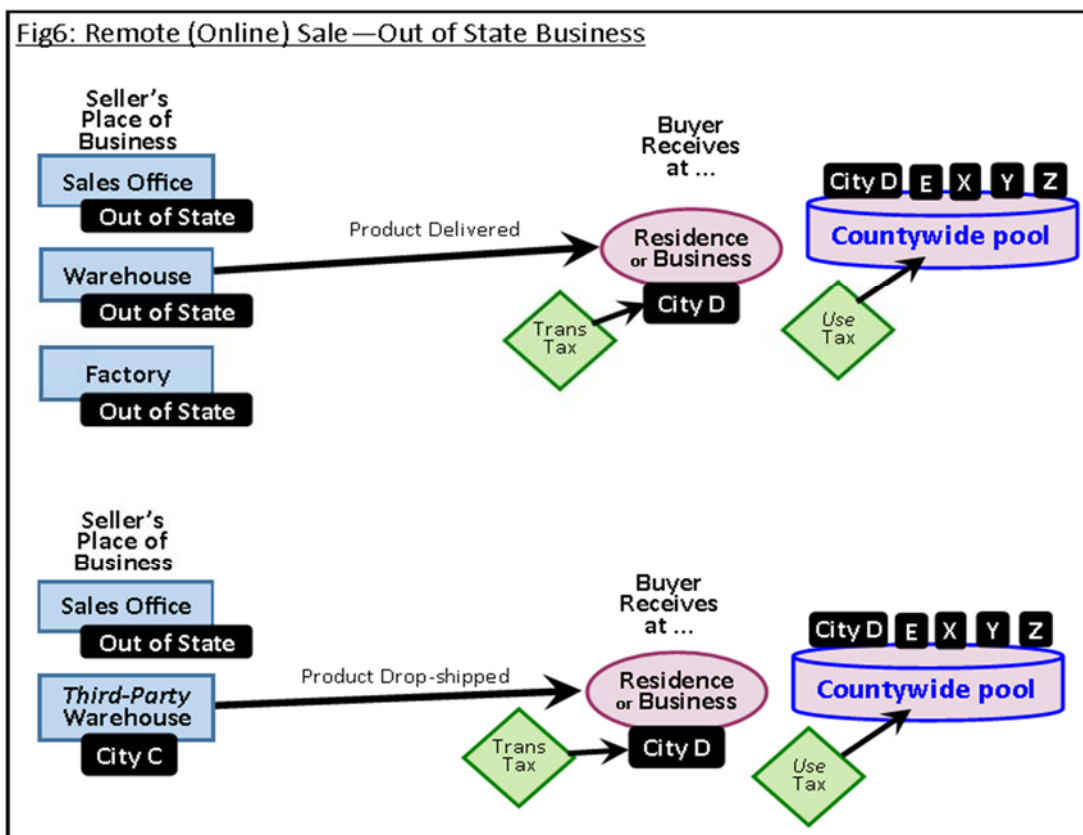
Fig1: Typical "Over the Counter" TransactionFig2: Dealership Automobile SaleFig3: Private Party Automobile Sale

Fig4: Remote (Online) Sale — In-State Business Office**Fig5: Remote (Online) Sale — In-State Warehouse, Out-of-State Sales Office**



GUIDELINES FOR ALLOCATION OF		LOCAL TAX - ONLINE AND IN-STORE	
Place of Sale	Location of Goods at the Time of Sale	How Customer Receives Goods	Allocation of Tax
Online – Order is placed or downloaded outside California	California Fulfillment Center	Shipped to California Customer	Local tax is allocated to the jurisdiction in which the fulfillment center is located
Online – Order is placed or downloaded in California	California Fulfillment Center	Shipped to California Customer	Per CDTFA Regulation 1802, local tax is allocated to the jurisdiction where the order is placed
Online	Out of State Fulfillment Center	Shipped to California Customer	Local tax is allocated to the countywide pool based on point of delivery
Online	Out of State Fulfillment Center	Picked Up In-Store (Click & Collect)	Local tax is allocated to the countywide pool based on point of delivery
Online	California Fulfillment Center Owned and Operated by Third Party Vendor	Drop-Shipped to California Customer	Local tax is allocated to the countywide pool based on point of delivery
Online	In-Store (Goods withdrawn from store inventory)	Shipped to California Customer	Local Tax is allocated to the jurisdiction where the store is located
Online	In-Store (Goods withdrawn from store inventory)	Picked Up In-Store (Click & Collect)	Local Tax is allocated to the jurisdiction where the store is located
In-Store	In-Store (Goods withdrawn from store inventory)	Over the Counter	Local Tax is allocated to the jurisdiction where the store is located

Courtesy of HdL Companies

CaliforniaCityFinance.com

Tax Incentive Programs, Sales Tax Sharing Agreements

In recent years, especially since Proposition 13 in 1978, local discretionary (general purpose revenues) have become more scarce. At the same time, options and procedures for increasing revenues have become more limited. One outcome of this in many areas has been a greater competition for sales and use tax revenues. This has brought a rise in arrangements to encourage certain land use development with rebates and incentives which exploit California's odd origin sales tax sourcing rules.

The typical arrangement is a sales tax sharing agreement in which a city provides tax rebates to a company that agrees to expand their operations in the jurisdiction of the city. Under such an arrangement, the company generally agrees to make a specified amount of capital investment and create a specific number of jobs over a period of years in exchange for specified tax breaks, often property tax abatement or some sort of tax credit. In some cases, this has simply taken the form of a sales office, while customers and warehouses and the related economic activity are disbursed elsewhere in the state. In some cases the development takes the form of warehouses, in which the sales inventory, owned by the company, is housed.⁶

Current sales tax incentive agreements in California rebate amounts ranging from 50% to 85% of sales tax revenues back to the corporations.

Today, experts familiar with the industry believe that between 20% to 30% of local Bradley-Burns sales taxes paid by California consumers is diverted from local general funds back to corporations; over \$1 billion per year.

The Source of Origin Based Sourcing Problems

Where other than over-the-counter sales are concerned origin sourcing often causes a concentration of large amounts of tax revenue in one location, despite the fact that the economic activity and service impacts are also occurring in other locations.

The large amounts of revenue concentrated in a few locations by California's "warehouse rule" origin sourcing causes a concentration of revenue far in excess of the service costs associated with the development.

In order to lure jobs and tax revenues to their communities, some cities have entered into rebate agreements with corporations. This has grown to such a problem, that 20% to 30% of total local taxes paid statewide are being rebated back to corporations rather than funding public services.

Moving to Destination Sourcing: The Concept⁷

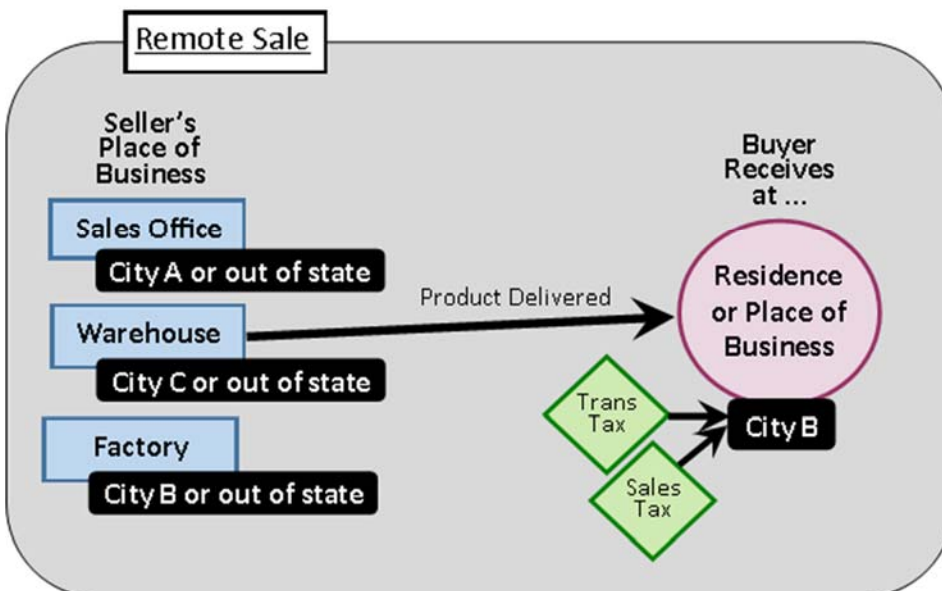
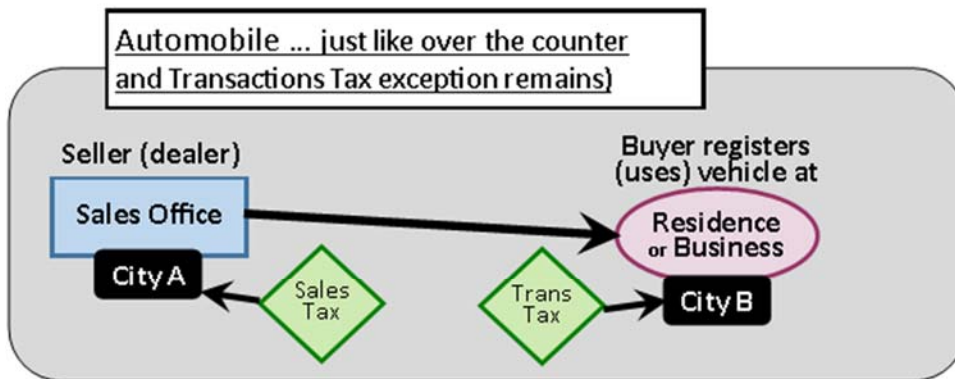
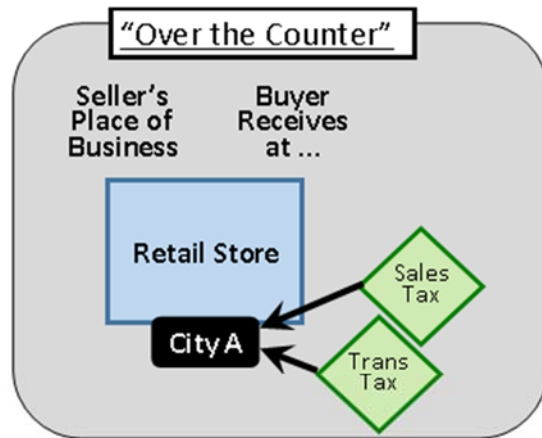
A change from origin sourcing rules to destination sourcing rules for the local tax component of California's sales tax would improve overall revenue collections and distribute these revenues more equitably among all of the areas involved in these transactions.

A change from origin based sourcing to destination based sourcing would have no effect on state tax collections. However, it would alter the allocations of local sales and use tax revenues among local agencies. Most retail transactions including dining, motor fuel purchases, and in-store purchases would not be affected. But in cases where the property is received by the purchaser in a different jurisdiction than where the sales agreement was negotiated, there would be a different allocation than under the current rules.

⁶ See Jennifer Carr, "Origin Sourcing and Tax Incentive Programs: An Unholy Alliance" Sales Tax Notes; May 27, 2013.

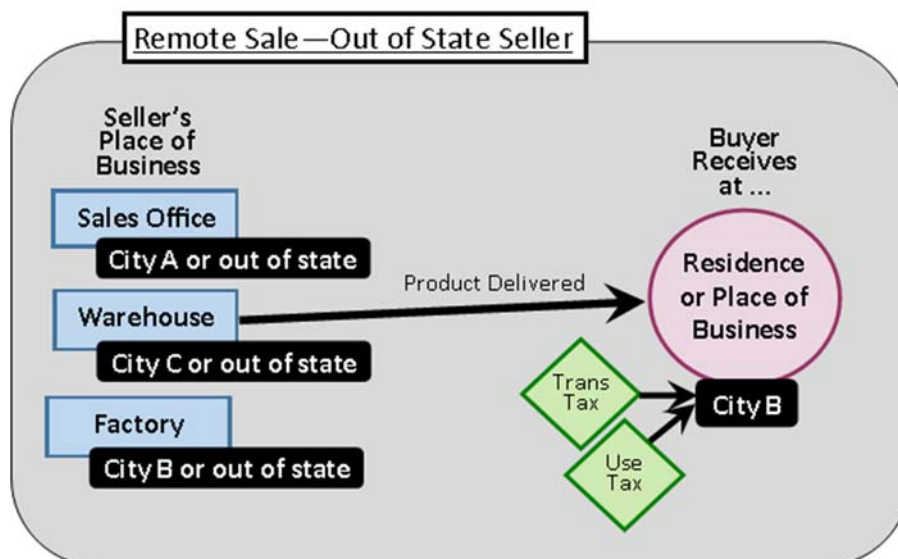
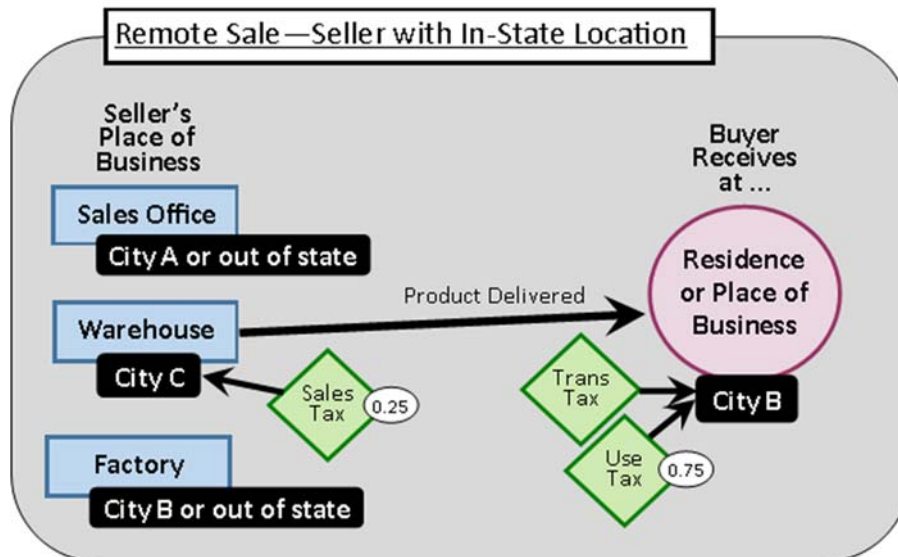
⁷ The same issues that are of concern regarding the local sales tax do not apply to California's Transactions and Use Taxes ("Add-on sales taxes") as these transactions, when not over the counter, are generally allocated to the location of use or, as in the case of vehicles, product registration. There is no need to alter the sourcing rules for transactions and use taxes.

Destination Sourcing Scenario 1: Full-On



Destination Sourcing Scenario 2: Split Source

- Same as now for “over the counter” and automobile.
- Leave 0.25% on current seller if instate (origin)
- Could be phased in.



mjgc

CaliforniaCityFinance.com

RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES ("CAL CITIES")
CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES
FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL
SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE
PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO
CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST
CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT
AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION

WHEREAS, the 2018 U.S. Supreme Court decision in *Wayfair v. South Dakota* clarified that states could charge and collect tax on purchases even if the seller does not have a physical presence in the state; and

WHEREAS, California cities and counties collect 1% in Bradley Burns sales and use tax from the purchase of tangible personal property and rely on this revenue to provide critical public services such as police and fire protection; and

WHEREAS, in terms of "siting" the place of sale and determining which jurisdiction receives the 1% Bradley Burns local taxes for online sales, the California Department of Tax and Fee Administration (CDTFA) determines "out-of-state" online retailers as those with no presence in California that ship property from outside the state and are therefore subject to use tax, not sales tax, which is collected in a countywide pool of the jurisdiction where the property is shipped from; and

WHEREAS, for online retailers that have a presence in California and have a stock of goods in the state from which it fulfills orders, CDTFA considers the place of sale ("situs") as the location from which the goods were shipped such as a fulfillment center; and

WHEREAS, in early 2021, one of the state's largest online retailers shifted its ownership structure so that it is now considered both an in-state and out-of-state retailer, resulting in the sales tax this retailer generates from in-state sales now being ~~entirely~~ allocated to ~~the specific city~~ cities where ~~the~~ warehouse fulfillment centers ~~is-are~~ located as opposed to going into ~~a~~ countywide pools that ~~is are~~ shared with all jurisdictions in ~~those counties~~ that County, as was done previously; and

WHEREAS, this all-or-nothing ~~change for the~~ allocation of in-state sales tax has created winners and losers amongst cities as the online sales tax revenue ~~from the retailer~~ that was once spread amongst all cities in countywide pools is now concentrated in select cities that host ~~a~~ fulfillment centers; and

WHEREAS, this has created a tremendous inequity amongst cities, in particular for cities that are built out, do not have space for siting ~~a 1 million square foot~~ fulfillment centers, are not located along a major travel corridor, or otherwise not ideally suited to host a fulfillment center; and

WHEREAS, this inequity affects cities statewide, but in particular those with specific circumstances such as no/low property tax cities that are extremely reliant on sales tax revenue as well as cities struggling to meet their Regional Housing Needs Allocation (RHNA) obligations that are being compelled by the State to rezone precious commercial parcels to residential; and

WHEREAS, the inequity produced by allocating in-state online sales tax revenue exclusively to cities with fulfillment centers is exasperated even more by, in addition to already reducing the amount of revenue going into the countywide pools, the cities with fulfillment centers are also receiving a larger share of the dwindling countywide pool as it is allocated based on cities' proportional share of sales tax collected; and

WHEREAS, while it is important to acknowledge that those cities that have fulfillment centers experience impacts from these activities and deserve equitable supplementary compensation, it should also be recognized that the neighboring cities whose residents are ordering products from those that centers s now receive no Bradley Burns revenue ~~from the center's sales activity~~ despite also experiencing the impacts created by the m center, such as increased traffic and air pollution; and

WHEREAS, the COVID-19 pandemic greatly accelerated the public's shift towards online purchases, a trend that is unlikely to be reversed to pre-pandemic levels; and

NOW, THEREFORE, BE IT RESOLVED that Cal Cities calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

2. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE NECCESARY FUNDING FOR CUPC TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE QAULITY OF LIFE AND RESULTS IN INCREASED PUBLIC SAFETLY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUTT THE RAILROAD RIGHT-OF-WAY.

Source: City of South Gate

Concurrence of five or more cities/city officials:

Cities: City of Bell Gardens; City of Bell; City of Commerce; City of Cudahy; City of El Segundo; City of Glendora; City of Huntington Park; City of La Mirada; City of Long Beach; City of Lynwood; City of Montebello; City of Paramount; City of Pico Rivera

Referred to: Housing, Community and Economic Development; and Transportation, Communications and Public Works

WHEREAS, ensuring the quality of life for communities falls upon every local government including that blight and other health impacting activities are addressed in a timely manner by private property owners within its jurisdictional boundaries for their citizens, businesses and institutions; and

WHEREAS, Railroad Operators own nearly 6,000 miles of rail right-of-way throughout the State of California which is regulated by the Federal Railroad Administration and/or the California Public Utilities Commission for operational safety and maintenance; and

WHEREAS, the California Public Utilities Commission (CPUC) is the enforcing agency for railroad safety in the State of California and has 41 inspectors assigned throughout the entire State to inspect and enforce regulatory compliance over thousands of miles of rail line; and

WHEREAS, areas with rail line right-of-way within cities and unincorporated areas are generally located in economically disadvantaged zones and/or disadvantaged communities of color where the impact of blight further lowers property values and increases the likelihood of unsound sanitary conditions and environmental impacts upon them; and

WHEREAS, many communities are seeing an increase in illegal dumping, graffiti upon infrastructure and homeless encampments due to the lax and inadequate oversight by regulatory agencies; and

WHEREAS, local governments have no oversight or regulatory authority to require operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Thus such local communities often resort to spending their local tax dollars on cleanup activities or are forced to accept the delayed and untimely response by operators to cleaning up specific sites, and;

WHEREAS, that railroad operators should be able to provide local communities with a fixed schedule in which their property will be inspected and cleaned up on a reasonable and regular schedule or provide for a mechanism where they partner with and reimburse local governments for an agreed upon work program where the local government is enabled to remove items like illegal dumping, graffiti and encampments; and

WHEREAS, the State has made it a priority to deal with homeless individuals and the impacts illegal encampments have upon those communities and has a budgetary surplus that can help fund the CPUC in better dealing with this situation in both a humane manner as well a betterment to rail safety.

RESOLVED, at the League of California Cities, General Assembly, assembled at the League Annual Conference on September 24, 2021, in Sacramento, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. The League will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.

Background Information to Resolution

Source: City of South Gate

Background:

The State of California has over 6,000 miles of rail lines, with significant amount running through communities that are either economically disadvantaged and/or disadvantaged communities of color. While the Federal Railroad Administration (FRA) has primary oversight of rail operations, they delegate that obligation to the State of California for lines within our State. The administration of that oversight falls under the California Public Utilities Commission (CPUC). The CPUC has only 41 inspectors covering those 6,000 miles of railroad lines in the State of California. Their primary task is ensuring equipment, bridges and rail lines are operationally safe.

The right-of-way areas along the rail lines are becoming increasingly used for illegal dumping, graffiti and homeless encampments. Rail operators have admitted that they have insufficient funds set aside to clean up or sufficiently police these right-of-way areas, despite reporting a net income of over \$13 billion in 2020. CPUC budget does not provide the resources to oversee whether rail operators are properly managing the right-of-way itself.

The City of South Gate has three rail lines traversing through its city limits covering about 4 miles. These lines are open and inviting to individuals to conduct illegal dumping, graffiti buildings and structures along with inviting dozens of homeless encampments. As private property, Cities like ourselves cannot just go upon them to remove bulky items, trash, clean graffiti or remove encampments. We must call and arrange for either our staff to access the site or have the rail operator schedule a cleanup. This can take weeks to accomplish, in the meantime residents or businesses that are within a few hundred feet of the line must endure the blight and smell. Trash is often blown from the right-of-way into residential homes or into the streets. Encampments can be seen from the front doors of homes and businesses.

South Gate is a proud city of hard working-class residents, yet with a median household income of just \$50,246 or 65% of AMI for Los Angeles County, it does not have the financial resources to direct towards property maintenance of any commercial private property. The quality of life of communities like ours should not be degraded by the inactions or lack of funding by others. Cities such as South Gate receive no direct revenue from the rail operators, yet we deal with environmental impacts on a daily basis, whether by emissions, illegal dumping, graffiti or homeless encampments.

The State of California has record revenues to provide CPUC with funding nor only for safety oversight but ensuring right-of-way maintenance by operators is being managed properly. Rail Operators should be required to set aside sufficient annual funds to provide a regular cleanup of their right-of-way through the cities of California.



LETTERS OF CONCURRENCE

Resolution No. 2



CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 21, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of Bell Gardens supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Marco Barcena at 562-7761 if you have any questions.

Sincerely,

Marco Barcena
Mayor

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 20, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

As a Councilwoman with the City of Bell Gardens, I support the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Lisseth Flores at (562) 806-7763 if you have any questions.

Sincerely,

Lisseth Flores

Lisseth Flores
Councilwoman

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 15, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The city of Bell supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Paul Philips, City Manager at 323-588-6211, if you have any questions.

Sincerely,

Alicia Romero
Mayor

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division,



CITY OF COMMERCE

July 20, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Railroad Oversight Annual Conference Resolution

President Walker:

The City of Commerce supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League of California Cities' ("League") 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially disadvantaged communities of color that are home to the State's freight rail lines. While I am supportive of the economic base the railroad industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Edgar Cisneros, City Manager, via email at ecisneros@ci.commerce.ca.us or at 323-722-4805, should you have any questions.

Sincerely,



Mayor Leonard Mendoza

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



CITY OF CUDAHY CALIFORNIA

Incorporated November 10, 1960

5220 Santa Ana Street
Cudahy, California 90201
(323)773-5143

July 21, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

Dear President Walker:

The City of Cudahy supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State; their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impacts of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. If you have any questions, please do not hesitate to call my office at 323-773-5143.

Sincerely,



Jose Gonzalez
Mayor

CC: Chris Jeffers, City Manager, City of South Gate



City of El Segundo

Office of the Mayor

July 16, 2021

Elected Officials:

Drew Boyles,
Mayor
Chris Pimentel
Mayor Pro Tem
Carol Pirsztuk,
Council Member
Scot Nicol,
Council Member
Lance Groux,
Council Member
Tracy Weaver,
City Clerk
Matthew Robinson,
City Treasurer

Appointed Officials:

Scott Mitnick,
City Manager
Mark D. Hensley,
City Attorney

Department Directors:

Barbara Voss
Deputy City Manager
Joseph Lillio,
Finance
Chris Donovan,
Fire Chief
Charles Mallory,
Information Technology
Services
Melissa McCollum,
Community Services
Rebecca Redyk,
Human Resources
Denis Cook,
Interim Development Services
Jamie Bermudez,
Interim Police Chief
Elias Sassoon,
Public Works

www.elsegundo.org
www.elsegundobusiness.com
www.elsegundo100.org

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of El Segundo supports the Los Angeles County Division's City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increases blight, increases unhealthy sanitation issues, and negatively impacts our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact El Segundo Public Works Director Elias Sassoon at 310-524-2356, if you have any questions.

Sincerely,

Drew Boyles
Mayor of El Segundo

CC: City Council, City of El Segundo
Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org
Jeff Kiernan, League Regional Public Affairs Manager (via email)

350 Main Street, El Segundo, California 90245-3813
Phone (310) 524-2302 Fax (310) 322-7137



CITY OF GLENDORA CITY HALL

(626) 914-8200

116 East Foothill Blvd., Glendora, California 91741
www.ci.glendora.ca.us

July 14, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**SUBJECT: SUPPORT FOR THE CITY OF SOUTH GATE'S ANNUAL
CONFERENCE RESOLUTION**

Dear President Walker:

The City of Glendora is pleased to support the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League of California Cities' 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue that many communities, small and large, are experiencing along active transportation corridors, particularly rail lines. Given the importance and growth of the ports and logistics sector, and the economic support they provide, we need to do more to ensure that conflicts are appropriately addressed and mitigated to ensure they do not become attractive nuisances. Our cities are experiencing increasing amounts of illegal dumping (trash and debris) and the establishment of encampments by individuals experiencing homelessness along roadways, highways and rail lines. Such situations create unsafe conditions – safety, health and sanitation – that impact quality of life even as we collectively work to address this challenge in a coordinated and responsible manner.

As members of the League of California Cities, Glendora values the policy development process provided to the General Assembly and strongly support consideration of this issue. Your attention to this matter is greatly appreciated. Should you have any questions, please feel free to contact Adam Raymond, City Manager, at araymond@cityofglendora.org or (626) 914-8201.

Sincerely,

Karen K. Davis
Mayor

C: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

PRIDE OF THE FOOTHILLS



July 21, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Re: Resolution No. 2021-18 Supporting City of South Gate Annual Conference Resolution

President Walker:

The City of Huntington Park (City) supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. Enclosed is Resolution No. 2021-18 adopted by the City Council of the City of Huntington Park.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impacts of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively affect our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our City Manager, Ricardo Reyes, at 323-582-6161, if you have any questions.

Sincerely,

Graciela Ortiz
Mayor, City of Huntington Park

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

Enclosure(s)



CITY OF LA MIRADA

DEDICATED TO SERVICE

13700 La Mirada Boulevard
La Mirada, California 90638
P.O. Box 828
La Mirada, California 90637-0828
Phone: (562) 943-0131 Fax: (562) 943-1464
www.cityoflamirada.org

July 19, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

**SUBJECT: LETTER OF SUPPORT FOR CITY OF SOUTH GATE'S PROPOSED
RESOLUTION AT CALCITIES ANNUAL CONFERENCE**

President Walker:

The City of La Mirada supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue within communities that are home to the State's freight rail lines. While the City of La Mirada is supportive of the economic base the railroad industry serves to the State, the rail lines have become places where illegal dumping and a growing homeless population are significant problems. The negative impact of these illegal activities decreases the quality of life for the La Mirada community, increases blight and unhealthy sanitation issues, and negatively impacts the City's ability to meet State water quality standards under the MS4 permits.

As members of the League, the City of La Mirada values the policy development process provided to the General Assembly. We appreciate your consideration on this issue. Please feel free to contact Assistant City Manager Anne Haraksin at (562) 943-0131 if you have any questions.

Sincerely,

CITY OF LA MIRADA

Ed Eng
Mayor

cc: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

Ed Eng, EdD
Mayor

Anthony A. Otero, DPPD
Mayor Pro Tem

Steve De Ruse, D. Min.
Councilmember

John Lewis, Esq.
Councilmember

Andrew Sarega
Councilmember

Jeff Boynton
City Manager

July 22, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Support for City of South Gate Resolution—Cleanup Activities on Rail Operator Properties

Dear President Walker,

On behalf of the City of Long Beach, I write to support the City of South Gate's proposed resolution for the League of California Cities' (League) 2021 Annual Conference. This resolution seeks to direct the League to adopt a policy urging State and federal governments to increase oversight of rail operators' land maintenance. The City is a proponent of increased maintenance along railways and believes a League advocacy strategy would help expedite regional responses.

The COVID-19 pandemic has exacerbated the public health and safety concerns on rail rights-of-way, as trash, debris, and encampments have increased exponentially. These challenges erode the quality of life for our communities, increase blight, and contribute to public health and sanitation issues. To address these concerns, the City has engaged directly with regional partners to prioritize ongoing maintenance and cleanups, and has invested \$4 million in the Clean Long Beach Initiative as part of the City's Long Beach Recovery Act to advance economic recovery and public health in response to the COVID-19 pandemic.

The City of South Gate's proposed resolution would further advance these efforts for interjurisdictional coordination. The increased oversight proposed by the resolution will help support better coordination and additional resources to address illegal dumping and encampments along private rail operator property. This is a critical measure to advance public health and uplift our most vulnerable communities. For these reasons, the City supports the proposed League resolution.

Sincerely,



THOMAS B. MODICA
City Manager

cc: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



OFFICE OF THE
MAYOR
MARISELA SANTANA

City of
LYNWOOD

Incorporated 1921

11330 Bullis Road, Lynwood, CA 90262
(310) 603-0220 x 200



CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 20, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of Lynwood supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Ernie Hernandez at (310) 603-0220 ext. 200, if you have any questions.

Sincerely,



Marisela Santana, Mayor

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



July 19, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Resolution in Support of City of South Gate Annual Conference Resolution

President Walker:

The City of Montebello (City) supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. Attached is the Resolution to be considered for adoption by the City Council of the City of Montebello at our July 28, 2021, City Council meeting.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our City Manager, René Bobadilla, at 323-887-1200, if you have any questions.

Sincerely,

Kimberly Cobos-Cawthorne
Mayor, City of Montebello

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



BRENDA OLMOS
Mayor

VILMA CUELLAR STALLINGS
Vice Mayor

ISABEL AGUAYO
Councilmember

LAURIE GUILLEN
Councilmember

PEGGY LEMONS
Councilmember

July 19, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**RE: SUPPORT FOR ANNUAL LEAGUE OF CITIES CONFERENCE GENERAL
ASSEMBLY RESOLUTION**

President Walker:

The City of Paramount supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. The proposed resolution is attached

South Gate's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic boon the freight industry serves to the State, their rail line rights of way have often become places where illegal dumping is a constant problem and where our growing homeless populations reside. The impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As a member of the California League of Cities, the City of Paramount values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact City Manager John Moreno at (562) 220-2222 if you have any questions.



Steve Carmona
City Manager

City of Pico Rivera
OFFICE OF THE CITY MANAGER
6615 Passons Boulevard · Pico Rivera, California 90660
(562) 801-4371

Web: www.pico-rivera.org e-mail: scastro@pico-rivera.org

City Council

Raul Elias
Mayor
Dr. Monica Sánchez
Mayor Pro Tem
Gustavo V. Camacho
Councilmember
Andrew C. Lara
Councilmember
Erik Lutz
Councilmember

CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 14, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of Pico Rivera supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantaged communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State; their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increases blight, increases unhealthy sanitation issues, and negatively impacts our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Steve Carmona at (562) 801-4405 if you have any questions.

Sincerely,

City Manager
City of Pico Rivera

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

League of California Cities Staff Analysis on Resolution No. 2

Staff: Damon Conklin, Legislative Affairs, Lobbyist
Jason Rhine, Assistant Director, Legislative Affairs
Caroline Cirrincione, Policy Analyst

Committees: Transportation, Communications, and Public Works
Housing, Community, and Economic Development

Summary:

The City of South Gate submits this resolution, which states the League of California Cities should urge the Governor and the Legislature to provide adequate regulatory authority and necessary funding to assist cities with railroad right-of-way areas to address illegal dumping, graffiti, and homeless encampments that proliferate along the rail lines and result in public safety issues.

Background:

California Public Utilities Commission (CPUC) Railroad Oversight

The CPUC's statewide railroad safety responsibilities are carried out through its Rail Safety Division (RSD). The Railroad Operations and Safety Branch (ROSB), a unit of RSD, enforces state and federal railroad safety laws and regulations governing freight and passenger rail in California.

The ROSB protects California communities and railroad employees from unsafe practices on freight and passenger railroads by enforcing rail safety laws, rules, and regulations. The ROSB also performs inspections to identify and mitigate risks and potential safety hazards before they create dangerous conditions. ROSB rail safety inspectors investigate rail accidents and safety-related complaints and recommend safety improvements to the CPUC, railroads, and the federal government as appropriate.

Within the ROSB, the CPUC employs 41 inspectors who are federally certified in the five Federal Railroad Administration (FRA) railroad disciplines, including hazardous materials, motive power and equipment, operations, signal and train control, and track. These inspectors perform regular inspections, focused inspections, accident investigations, security inspections, and complaint investigations. In addition, the inspectors address safety risks that, while not violations of regulatory requirements, pose potential risks to public or railroad employee safety.

CPUC's Ability to Address Homelessness on Railroads

Homeless individuals and encampments have occupied many locations in California near railroad tracks. This poses an increased safety risk to these homeless individuals of being struck by trains. Also, homeless encampments often create unsafe work environments for railroad and agency personnel.

While CPUC cannot compel homeless individuals to vacate railroad rights-of-way or create shelter for homeless individuals, it has the regulatory authority to enforce measures that can reduce some safety issues created by homeless encampments. The disposal of waste materials or other disturbances of walkways by homeless individuals can create tripping hazards in the vicinity of railroad rights-of-way. This would cause violations of [Commission GO 118-A](#), which sets standards for walkway surfaces alongside railroad tracks. Similarly, tents, wooden structures, and miscellaneous debris in homeless encampments can create violations of

[Commission GO 26-D](#), which sets clearance standards between railroad tracks, and structures and obstructions adjacent to tracks.

Homelessness in California

According to the [2020 Annual Homeless Assessment Report \(AHAR\)](#) to Congress, there has been an increase in unsheltered individuals since 2019. More than half ([51 percent or 113,660 people](#)) of all unsheltered homeless people in the United States are found in California, about four times as high as their share of the overall United States population.

Many metro areas in California lack an adequate supply of affordable housing. This housing shortage has contributed to an increase in homelessness that has spread to railroad rights-of-way. Homeless encampments along railroad right-of-way increase the incidents of illegal dumping and unauthorized access and trespassing activities. Other impacts include train service reliability with debris strikes, near-misses, and trespasser injuries/fatalities. As of April 2021, there have been 136 deaths and 117 injuries reported by the [Federal Railroad Administration](#) over the past year. These casualties are directly associated with individuals who trespassed on the railroad.

Cities across the state are expending resources reacting to service disruptions located on the railroad's private property. It can be argued that an increase in investments and services to manage and maintain the railroad's right-of-way will reduce incidents, thus enhancing public safety, environmental quality, and impacts on the local community.

State Budget Allocations – Homelessness

The approved State Budget includes a homelessness package of \$12 billion. This consists of a commitment of \$1 billion per year for direct and flexible funding to cities and counties to address homelessness. While some details related to funding allocations and reporting requirements remain unclear, Governor Newsom signed AB 140 in July, which details key budget allocations, such as:

- \$2 billion in aid to counties, large cities, and Continuums of Care through the Homeless Housing, Assistance and Prevention grant program (HHAP);
- \$50 million for Encampment Resolution Grants, which will help local governments resolve critical encampments and transitioning individuals into permanent housing; and
- \$2.7 million in onetime funding for Caltrans Encampment Coordinators to mitigate safety risks at encampments on state property and to coordinate with local partners to connect these individuals to services and housing.

The Legislature additionally provided \$2.2 billion specifically for Homekey with \$1 billion available immediately. This funding will help local governments transition individuals from Project Roomkey sites into permanent housing to minimize the number of occupants who exit into unsheltered homelessness.

With regards to this resolution, the State Budget also included \$1.1 billion to clean trash and graffiti from highways, roads, and other public spaces by partnering with local governments to pick up trash and beautify downtowns, freeways, and neighborhoods across California. The program is expected to generate up to 11,000 jobs over three years.

Cities Railroad Authority

A city must receive authorization from the railroad operator before addressing the impacts made by homeless encampments because of the location on the private property. Additionally, the city

must coordinate with the railroad company to get a flagman to oversee the safety of the work crews, social workers, and police while on the railroad tracks.

A city may elect to declare the encampment as a public nuisance area, which would allow the city to clean up the areas at the railroad company's expense for failing to maintain the tracks and right-of-way. Some cities are looking to increase pressure on railroad operators for not addressing the various homeless encampments, which are presenting public safety and health concerns.

Courts have looked to [compel railroad companies](#) to increase their efforts to address homeless encampments on their railroads or [grant a local authority's application](#) for an Inspection and Abatement Warrant, which would allow city staff to legally enter private property and abate a public nuisance or dangerous conditions.

In limited circumstances, some cities have negotiated Memoranda of Understandings (MOU) with railroad companies to provide graffiti abatement, trash, and debris removal located in the right-of-way, and clean-ups of homeless encampments. These MOUs also include local law enforcement agencies to enforce illegally parked vehicles and trespassing in the railroad's right-of-way. MOUs also detailed shared responsibility and costs of providing security and trash clean-up. In cases where trespassing or encampments are observed, the local public works agency and law enforcement agency are notified and take the appropriate measures to remove the trespassers or provide clean-up with the railroad covering expenses outlined in the MOU.

Absent an MOU detailing shared maintenance, enforcement, and expenses, cities do not have the authority to unilaterally abate graffiti or clean-up trash on a railroad's right-of-way.

Fiscal Impact:

If the League of California Cities were to secure funding from the state for railroad clean-up activities, cities could potentially save money in addressing these issues themselves or through an MOU, as detailed above. This funding could also save railroad operators money in addressing concerns raised by municipalities about illegal dumping, graffiti, and homeless encampments along railroads.

Conversely, if the League of California Cities is unable to secure this funding through the Legislature or the Governor, cities may need to consider alternative methods, as detailed above, which may include significant costs.

Existing League Policy:

Public Safety:

Graffiti

The League supports increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.

Transportation, Communications, and Public Works

Transportation

The League supports efforts to improve the California Public Utilities Commission's ability to respond to and investigate significant transportation accidents in a public and timely manner to improve rail shipment, railroad, aviation, marine, highway, and pipeline safety

Housing, Community, and Economic Development

Housing for Homeless

Homelessness is a statewide problem that disproportionately impacts specific communities. The state should make funding and other resources, including enriched services, and outreach and case managers, available to help assure that local governments have the capacity to address the needs of the homeless in their communities, including resources for regional collaborations.

Homeless housing is an issue that eludes a statewide, one-size-fits-all solution, and collaboration between local jurisdictions should be encouraged.

Staff Comments:

Clarifying Amendments

Upon review of the Resolution, Cal Cities staff recommends technical amendments to provide greater clarity. To review the proposed changes, please see Attachment A.

The committee may also wish to consider clarifying language around regulatory authority and funding to assist cities with these efforts. The resolution asks that new investments from the state be sent to the CPUC to increase their role in managing and maintaining railroad rights-of-ways and potentially to cities to expand their new responsibility.

The committee may wish to specify MOUs as an existing mechanism for cities to collaborate and agree with railroad operators and the CPUC on shared responsibilities and costs.

Support:

The following letters of concurrence were received:

City of Bell Gardens
City of Bell
City of Commerce
City of Cudahy
City of El Segundo
City of Glendora
City of La Mirada
City of Paramount
City of Pico Rivera
City of Huntington Park
City of Long Beach
City of Lynwood
City of Montebello

2. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE ~~NECCESARY~~ NECESSARY FUNDING FOR ~~CUPC~~ THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE ~~QAULTY~~ QUALITY OF LIFE AND RESULTS IN INCREASED PUBLIC ~~SAFETLY~~ SAFETY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUT THE RAILROAD RIGHT-OF-WAY.

Source: City of South Gate

Concurrence of five or more cities/city officials

Cities: City of Bell Gardens; City of Bell; City of Commerce; City of Cudahy; City of El Segundo; City of Glendora; City of Huntington Park; City of La Mirada; City of Long Beach; City of Lynwood; City of Montebello; City of Paramount; City of Pico Rivera

Referred to: Housing, Community and Economic Development; and Transportation, Communications and Public Works

WHEREAS, ensuring the quality of life for communities falls upon every local government including that blight and other health impacting activities are addressed in a timely manner by private property owners within its jurisdictional boundaries for their citizens, businesses and institutions; and

WHEREAS, Railroad Operators own nearly 6,000 miles of rail right-of-way throughout the State of California which is regulated by the Federal Railroad Administration and/or the ~~California Public Utilities Commission~~ CPUC for operational safety and maintenance; and

WHEREAS, the ~~California Public Utilities Commission (CPUC)~~ is the enforcing agency for railroad safety in the State of California and has 41 inspectors assigned throughout the entire State to inspect and enforce regulatory compliance over thousands of miles of rail line; and

WHEREAS, areas with rail line right-of-way within cities and unincorporated areas are generally located in economically disadvantaged zones and/or disadvantaged communities of color where the impact of blight further lowers property values and increases the likelihood of unsound sanitary conditions and environmental impacts upon them; and

WHEREAS, many communities are seeing an increase in illegal dumping, graffiti upon infrastructure and homeless encampments due to the lax and inadequate oversight by regulatory agencies; and

WHEREAS, local governments have no oversight or regulatory authority to require operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Thus such local communities often resort to spending their local tax dollars on cleanup activities or are forced to accept the delayed and untimely response by operators to cleaning up specific sites, and;

WHEREAS, that railroad operators should be able to provide local communities with a fixed schedule in which their property will be inspected and cleaned up on a reasonable and regular schedule or provide for a mechanism where they partner with and reimburse local governments for an agreed upon work program where the local government is enabled to remove items like illegal dumping, graffiti and encampments; and

WHEREAS, the State has made it a priority to deal with homeless individuals and the impacts illegal encampments have upon those communities and has a budgetary surplus that can help fund the CPUC in better dealing with this situation in both a humane manner as well as a betterment to rail safety.

RESOLVED, at the League of California Cities, General Assembly, assembled at the League Cal Cities Annual Conference on September 24, 2021, in Sacramento, that ~~the~~ Cal Cities League calls for the Governor and the Legislature to work with ~~the~~ Cal Cities League and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. ~~The~~ Cal Cities League will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.



AGENDA SUMMARY REPORT

SUBJECT: Authorization to Purchase a Seasonal Ice Rink in the Amount of \$167,737, and Approve Corresponding Budget Amendments.

DEPARTMENT: Community Services

PREPARED BY: Jake Burgess, Recreation Supervisor

PRESENTER: Jake Burgess, Recreation Supervisor and Mary Horger, Financial Services Manager.

ATTACHMENTS:

1. Everything Ice Portable Rink Equipment Budget

Summary: The Community Services Department seeks approval for the purchase of a Seasonal Ice Rink in the amount of \$167,737. Rink purchase will include 100' x 40' rink floor with all hoses, piping, necessary glycol, clear dasherboards and access gates. Cost will also include 300 ice skates, "Ice Wizard" resurfacer, gas powered edger, skate sharpener, and rubber mats.

Background: The City of Ukiah has previously partnered with local businesses and organizations to bring a seasonal ice rink to downtown Ukiah from 2016 to 2019. Over a period of five weeks, the rink was open daily--including holidays--and hosted an average of 8,000 skaters and fifty school field trips per season. With generous community sponsors, admission fees, and a full concessions stand, the rink covered its costs and generated revenue of roughly \$3,000 per season.

The ice rink has been located on School Street in front of Alex Thomas Plaza. The site is ideal for its proximity to electrical access, parking, public restrooms, and the covered pavilion. The activity at the ice rink also brings thousands of people to downtown Ukiah during prime Holiday shopping season, providing opportunities for local businesses to partner with the City for various promotions.

Discussion: The City of Ukiah has previously rented the seasonal ice rink at an average cost of \$86,375 per year. This cost included ice rink mat, vapor barrier, rink walls, chiller, glycol, mats, skates, ice resurfacer and ice maintenance tools. Over the course of four years of renting the entire rink set up, the City has spent a total of \$345,500. The purchase of the rink would save rental costs and provide stability to the operation which will assist with sponsor recruitment, field trip booking and business partnerships.

A budget amendment will be required for the purchase. Funding for the purchase will be the American Rescue Funds. The price quote with details is attached as Attachment 1 - Everything Ice Portable Rink Equipment Budget.

Recommended Action: Authorize the Purchase of a Seasonal Ice Rink, and approve corresponding budget amendments.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 67022860.80100.18193: \$0

PROPOSED BUDGET AMOUNT: 67022860.80100.18193 (Ice Rink Purchase): \$167,737

FINANCING SOURCE: American Rescue Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Mary Horger; Neil Davis

Approved: 
Sage Sangiacomo, City Manager

		UKIAH, CA - PORTABLE ICE RINK EQUIPMENT BUDGET		BUDGET Rink Size: 100' x 40' x 16' Date: 8/12/2021	
A	REFRIGERATION/MECHANICAL OPTIONS			PRICE	
1	ETHYLENE GLYCOL SECONDARY FLUID CHARGE ANND OFF SEASON STORAGE TOTES				
	MECHANICAL TOTALS			\$ 6,835	
B	100' x 40' x 16' RINK FLOOR			PRICE	
1	150' RUN OF 6" FLEX HOSE TRANSMISSION MAINS				
2	PORTA ICE RINK PIPING SYSTEM COMPLETE WITH 6wRR" DIAMETER HEADER, TUBING, AND ALL INSTALLATION HARDWARE				
	RINK FLOOR TOTALS			\$ 44,140	
C	DASHERBOARDS			PRICE	
1	REC. SERIES STEEL DASHERBOARDS COMPLETE WITH 3/16 CLEAR POLY CARB FACING, 1/2 POLY WHITE KICKPLATE, 1/2 POLY WHITE CAPRAIL				
2	4 TOTAL ACCESS GATES AND (2) 5' HINGED EQUIPMENT DOORS				
3	INCLUDES FREEZE IN PLATES FOR DASHER ANCHORING				
	DASHERBOARD TOTALS			\$ 45,862	
TOTAL PRICE: SECTIONS A, B, & C				\$ 96,837	
D	OPTIONS			PRICE	
1	EVERYTHING ICE SITE SUPERVISOR (\$750/DAY PLUS TRAVEL EXPENSES: AIRFARE, RENTAL CAR, GAS, AND HOTEL)				
2	SHIPPING BUDGET			\$ 6,000	
3	ICE WIZARD (GOLF CART)			\$ 22,000	
4	GAS POWERED ICE EDGER			\$ 3,200	
5	400 PAIR RENTAL SKATES PER CUSTOMER BREAKDOWN			\$ 32,900	
6	WISSOTA PORTABLE SKATE SHARPENER			\$ 1,300	
7	(100) 4' x 6' x 1/2" BLACK RUBBER MATS			\$ 5,500	
Notes: All materials are quoted supply only of materials. Material only options are unloaded and installed by others under the optional supervision by EI at a prescribed per diem rate plus travel and living expenses. All domestic (lower 48) projects include shipping to the job site F.O.B. Factory. All quotes are good for 60 days and subject to change without notice beyond this period. Prices do not include costs for labor, shipping, permits, fees, any applicable sales/use taxes, or provision for prevailing wages unless expressly stipulated. Standard payment terms apply: 50% at agreement and 50% prior to shipping.					



AGENDA SUMMARY REPORT

SUBJECT: Consider Approval of a Joint Powers Agreement between the City of Ukiah and County of Mendocino Regarding Land Use and Building Code Enforcement on Property Leased from the City of Ukiah by the Ukiah Rifle and Pistol Club.

DEPARTMENT: City Attorney

PREPARED BY: David Rapport, City Attorney

PRESENTER: David J. Rapport, City Attorney

ATTACHMENTS:

1. Agreement for Shared Exercise of Land Use and California Building Code Authority

Summary: The City Council will consider approving a joint powers agreement that has already been approved by the Mendocino County Board of Supervisors under which the City and County will share land use and building code enforcement on property leased by the Ukiah Rifle and Pistol Club on City owned property located in the unincorporated area of the County.

Background: In 1993 the City purchased land adjacent to the City owned solid waste landfill located on Vichy Springs Road outside the City limits. Prior to the City purchasing the property the Ukiah Rifle and Pistol Club ("Gun Club") had leased for many years a portion of the property (the "Leased Property") as a gun range and related uses. The City purchased the property subject to a lease of the Leased Property to the Gun Club with a 50-year term, ending on December 31, 2044.

The County does not have jurisdiction to enforce its zoning ordinance and building codes on City owned property located in the County outside the city limits. Court decisions and attorney general opinions have addressed when a private lessee of City-owned property has the same immunity as the City. Those decisions have changed over time resulting in some uncertainty as to the County's authority to enforce its zoning ordinance and building codes on the Gun Club's use of the Leased Property, and the County has not exercised that authority in the past.

In 2016 the County requested an opinion of the California Attorney General as to whether the County had that authority. In 2018, before the Attorney General had issued the opinion, Vichy Springs Resort filed a lawsuit against the County, the City and the Gun Club in which one of its claims sought a ruling from the Court on the County's authority. While the case was pending, the Attorney General issued an opinion that did not decide the question.

Discussion: To resolve the question of the County's authority, the City and County staff developed a Joint Powers Agreement ("JPA") (Attachment 1) as authorized by the Joint Powers Act under which the County will enforce its zoning ordinance and General Plan on the Leased Property and the City will enforce the California building codes. Since the City owns the property and will own any buildings constructed on the property when the lease terminates, it makes sense for the City building official to issue building permits and inspect construction on the Leased Property. Likewise, it makes sense that the specific use of the Leased Property by the Gun Club comply with the County zoning ordinance and General Plan. Section 4 of the JPA provides that the County and the City must agree on a procedure by which the City can verify that the County has made all necessary zoning review, prior to the City issuing a building permit.

The agreement is forward looking and does not purport to limit the exercise of the County's discretion in its administration and enforcement of its zoning ordinance.

The JPA expressly provides in Section 5 that: "In exercising their respective jurisdiction as provided in Sections 2 and 3, above, the County and the City shall each administer the applicable local ordinances in the same manner and subject to the same procedures as apply generally in the County and the City. The Parties do not intend and nothing in this Agreement shall be deemed to limit the exercise of discretion by the County or the City otherwise conferred by law in connection with the administration and enforcement of County or City ordinances."

The agreement remains in effect as long as the Gun Club leases the Leased Property, but either the City or the County can terminate the agreement by giving the other party 90 days advanced notice with a July 1 termination date.

At its meeting on August 17, 2021, the Board of Supervisors approved the agreement.

Staff recommends Council approve the Joint Powers Agreement under which the City and County will share land use and building code enforcement on property leased by the Ukiah Rifle and Pistol Club on City owned property located in the unincorporated area of the County.

Recommended Action: Approve Joint Powers Agreement regarding land use and building code enforcement on property leased from the City of Ukiah by the Ukiah Rifle and Pistol Club, and authorize Mayor to sign.

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: Craig Schlatter, Director of Community Development

Approved: 
Sage Sangiacomo, City Manager

AGREEMENT FOR SHARED EXERCISE OF LAND USE AND CALIFORNIA BUILDING CODE AUTHORITY

THIS AGREEMENT becomes effective on _____ (“Effective Date”) in Ukiah, California, between the City of Ukiah, a general law municipal corporation (“City”) and the County of Mendocino, a general law county and political subdivision of the State of California (“County”), (collectively the “Parties” and individually a “Party”), all of which are organized and existing under and by virtue of the Constitution and the laws of the State of California.

RECITALS:

1. The Parties are each empowered by law within their respective jurisdictional boundaries to adopt and enforce a general plan, zoning ordinances, building codes and to otherwise regulate the use of land in the exercise of their local police powers under California Constitution, Art. XI, Secs. 1, 2, and 7 and under Title 7, Division 1, Chapters 3 and 4 of the Government Code (“Land Use Regulation”).

2. Where a city owns real property in an unincorporated area of a county and itself uses that property for city purposes, the city’s extraterritorial property is not subject to the county’s Land Use Regulation.

3. The City owns property in the unincorporated area of County, described in the deed recorded on Dec. 21, 1993 at Book 2138, page 557 of the Official Records of Mendocino County, and also known as Mendocino County Assessor’s Parcel Number 178-210-01, commonly known as 2300 Vichy Springs Road (“the Vichy Springs Road Property”).

4. The City leases a portion of the Vichy Springs Road Property to the Ukiah Rifle and Pistol Club (“Gun Club”), which is described in the attached Exhibit A (“Gun Club Property”).

5. The term under the lease between the City and the Gun Club (“Gun Club Lease”) is 50 years ending on December 31, 2044.

6. The Gun Club Lease provides the Gun Club with contractual rights to use the Gun Club Property as a gun range and for certain ancillary uses.

7. The City, as Lessor, has contractual rights under the Gun Club Lease to protect its interests as the property owner.

8. The Attorney General of the State of California in Opinion No. 14-403, issued on December 6, 2018 (“Land Use Opinion”), has determined that the County does not exercise Land Use Authority over the City’s use of the Vichy Springs Road Property and that the exemption from County Land Use Authority is not conditional on the City applying its own building and zoning ordinances to its extraterritorial property. However, the City must ensure that any buildings on the property comply with state law, including the California Building Standards Code. The Land Use Opinion further concludes that if the City leases extraterritorial property to a private party, the freedom from the county’s building and zoning ordinances available to the City may be extended to the lessee only if the lessee’s use of the property serves a primarily public, rather than private, purpose.

9. Without deciding whether the Gun Club’s use of the Vichy Springs Property pursuant to the Gun Club Lease serves a primarily public purpose, the City and the County enter this Joint Powers Agreement to mutually exercise Land Use Authority over the Gun Club Property on and after the Effective Date and during the term of the Gun Club Lease.

10. The Parties desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this Agreement.

11. The Parties are authorized to jointly exercise their powers pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1, Sections 6500 through 6530 of the Government Code of the State of California.

12. In accordance with Government Code Section 6502, it is not required that any power common to the contracting parties be exercisable in the absence of this Agreement by each such contracting party in the geographical area in which such power is to be jointly exercised under the terms of this Agreement.

AGREEMENT:

In reliance upon the above Recitals and the terms and conditions set forth below, the Parties, for and in consideration of the mutual benefits, promises, and agreements set forth herein, agree as follows.

Section 1. Purpose

This Agreement is made pursuant to California Government Code Section 6500, et seq., hereinafter referred to as the "Act," to permit the joint exercise of certain powers common to the Parties. The purpose of this Agreement is to exercise these powers jointly by clarifying what and how Land Use Authority over the Gun Club's use of the Gun Club Property will be exercised by the County and the City.

Section 2. Land Use Authority Exercised by County over Gun Club use of Gun Club Property.

On and after the Effective Date the County shall exercise land use jurisdiction over the Gun Club's use of the Gun Club Property in accordance with the County's duly adopted zoning ordinance as it currently reads in Title 20 of the Mendocino County Code or as it may be amended or superseded in the future.

Section 3. Land Use Authority Exercise by City over Gun Club Use of Gun Club Property.

The City rather than the County shall continue to assure that any improvements constructed on the Gun Club Property comply with the procedures and substantive requirements of the Model Codes adopted by the City pursuant to Division 3, Chapter 1 of the Ukiah City Code ("UCC") as it currently reads or as it may be amended or superseded in the future.

Section 4. City Verification of County Zoning Review.

The City and the County shall agree upon a process by which the City can verify that County has made all necessary zoning review, prior to the City issuing a permit.

Section 5. Manner of the Parties' exercise of Land Use Authority.

In exercising their respective jurisdiction as provided in Sections 2 and 3, above, the County and the City shall each administer the applicable local ordinances in the same manner and subject to the same procedures as apply generally in the County and the City. The Parties do not intend and nothing in this Agreement shall be deemed to limit the exercise of discretion by the County or the City otherwise conferred by law in connection with the administration and enforcement of County or City ordinances.

Section 6. Term

This Joint Powers Agreement shall commence on the Effective Date and remain in effect as long as the Gun Club continues to lease the Gun Club Property from the City.

Section 7. Withdrawal; Termination

A Party may withdraw as a party to this Agreement without penalty upon a minimum of ninety (90) days prior written notice with a July 1st effective date unless otherwise agreed to by both Parties. Such withdrawing Party shall perform all obligations under this Agreement until the noticed July 1 date of withdrawal. A withdrawing Party shall remain obligated to perform obligations, arising prior to the July 1 withdrawal date,

Section 8. Amendment to Agreement

This Agreement may only be amended by approval of all the Parties to this Agreement.

Section 9. Notices

Whenever notice or other communication is permitted or required by this agreement, it shall be deemed given when personally delivered or when received, if delivered by overnight courier or email, if receipt is acknowledged in writing or 48 hours after it is deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

To City: City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482
Email: ssangiacomo@cityofukiah.com
Attention: City Manager

To County: County Administration Offices
860 North Bush Street
Ukiah, CA 95482
Email: PBS@mendocinocounty.org

A Party may change the address and email address to which notices shall be sent by giving notice of the change as provided herein.

Section 10. Hold Harmless and Indemnity

Each party agrees to defend, indemnify, and save all other parties harmless from any and all claims arising out of said party's employees' negligent acts, errors, omissions or willful misconduct while performing pursuant to this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of said party, its officers, employees, or agents.

Each party hereby agrees to defend itself from any claim, action or proceeding by third parties arising out of the concurrent acts or omissions of their employees. In such cases, each party agrees to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs.

Notwithstanding the above, where a trial verdict or arbitration award allocates or determines the

comparative fault of the members, the members may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with said comparative fault.

As required by Section 10 herein, the Parties are responsible to provide workers compensation insurance for injuries sustained in the normal course and scope of their respective employees' performance of services. The Parties waive any right of subrogation against each other for any and all losses sustained by the Parties, subject to such workers compensation coverage. The Parties further acknowledge that the so-called "firefighter's rule" regarding primary assumption of risk generally prevents public safety officers employed by one agency, or their agency itself, from being exposed to liability for injuries suffered by public safety officers employed by another agency in the line of duty. To the extent any such claims of liability or actions are brought by any employee(s) of one Party against another Party to this Agreement, or such other Party sustains any losses thereby, the Party employing such claimant(s) shall indemnify the other Party for any such claims, actions, or losses.

For purposes of this section, the terms "employee" or "employees" shall refer to and include employees, officers, agents, representatives, subcontractors or volunteers.

Notwithstanding the foregoing, no employee, officer, agent, representative, subcontractor or volunteer of any party to this Agreement shall be considered an "employee" of any other party to this Agreement for purposes of indemnification.

Section 10. Insurance

Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations. Without in any way affecting the indemnity herein provided and in addition thereto, each Party shall secure and maintain throughout the Agreement the following types of insurance, including coverage through a pooled risk joint powers agency such as the Redwood Empire Municipal Insurance Fund with limits as shown.

A. Workers' Compensation:

A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of each Party and all risks to such persons under this Agreement.

B. Comprehensive General and Automobile Liability Insurance:

This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).

Additional Named Insured:

All policies, and/or memoranda of coverage, except Workers' Compensation, shall contain additional endorsements naming each Party and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of each Party's performance hereunder.

C. Policies Primary and non-Contributory:

All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by each Party.

Section 12. Mediation

Should any dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the Parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by an agreed-upon service or parties themselves. The mediator shall be selected by a “blindfolded” process. The cost of mediation shall be borne equally by the Parties. No Party shall be deemed the prevailing party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good-faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall not last more than 60 days, unless the 60-day period is extended in writing by the Parties.

Section 13. Additional Documents and Agreements

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

Section 14. Warranty of Legal Authority

Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

Section 15. Assignment/Delegation

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

Section 16. No Third-Party Beneficiary

This Agreement is only for the benefit of the Parties as municipal or corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

Section 17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 18. Entire Agreement

This document is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

Section 19. Execution of Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which shall constitute one and the same instrument. Electronic signatures or signatures on copies transmitted by email or

telefax shall have the same force and effect as original signatures and any copy of this Agreement with executed counterparts so transmitted shall be admissible in any administrative or judicial proceeding as evidence of the Parties' agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper duly authorized officers as of the day and year first above written.

CITY OF UKIAH

COUNTY OF MENDOCINO

By: Juan Orozco, Mayor
Ukiah City Council

By: Dan Gjerde, Chairman
Board of Supervisors

ATTEST:
Kristine Lawler, City Clerk

ATTEST:
_____, Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

David J. Rapport, City Attorney

Christian Curtis, County Counsel



AGENDA SUMMARY REPORT

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

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Orozco and Various Councilmembers

ATTACHMENTS:

1. 2021 City Council Special Assignments

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

2021 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 once a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.		Office of Emergency Management 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Orozco Duenas- Alternate	Tami Bartolomei, Office of Emergency Management Coordinator; 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	Duenas Rodin - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA		Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Rodin- 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 Duenas- 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	Duenas Orozco - 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 508-3670	Consider issues related to Russian river - plans projects and funding requests	Rodin 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 Duenas- 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	Orozco Neil Davis- Alternate	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	Cedric Crook, Patrol Lieutenant	Cedric Crook, Patrol Lieutenant Nob; 463-6771; ccrook@cityofukiah.com
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see NCPA calendar)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com

2021 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 Rodin - Alternate	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	Rodin Orozco-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; 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Supervisor 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	White/Orozco	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 Rodin	Craig Schlatter , Director of Community Development; 463-6219; c Schlatter@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 1st District Liaison	Monthly; TBD	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 1st District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the County's 2nd District Supervisor	Brown	Shannon Riley , Deputy City Manager; 467-5793 sriley@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
STANDING COMMITTEES	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Equity and Diversity	TBD	Virtual Meeting Room (link to be created)	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Improve diversity and equity in the City's workforce and municipal services	Orozco/Duenas	Traci Boyl , City Manager's Office Management Analyst; 467-5720 tboyl@cityofukiah.com

2021 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Orozco	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Trench Cut Policy Development	Crane/Brown	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 21/22 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/Rodin	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
2021 Electric Rate Study	Crane/Duenas	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Housing Element and Implementation Review	Rodin/Orozco	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Planning Commissioner Appointment Process	Crane/Rodin	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com Darcy Vaughn, Assistant City Attorney 462-6846 dvaughn@cityofukiah.onmicrosoft.com
UVSD/ City Relations <i>Ad hoc committee to address specific issues with the Ukiah Valley Sanitation District, including discussion of overall sewer system service delivery policies, operating policy revisions, potential revisions to the current Operating Agreement, and cost sharing</i>	Crane/Brown	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sean White, Water Resources Director 463-5712 swhite@cityofukiah.com
Upper Russian River Water Agency/City Relations	Crane/Brown	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com