



**City Council
Regular Meeting
AGENDA**

(to be held both at the physical and virtual locations below)

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

To participate or view the virtual meeting, go to the following link: <https://us06web.zoom.us/j/97199426600>

Or you can call in using your telephone only:

- Call (toll free) 1-888-788-0099
- Enter the Access Code: 971 9942 6600
- To Raise Hand enter *9
- To Speak after being recognized: enter *6 to unmute yourself

Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

February 21, 2024 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 4.a. Proclamation of the Ukiah City Council Recognizing March as Women's History Month.
Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing March as Women's History Month.

Attachments:

1. Proclamation
2. Flyer - Womens History Gala Celebration

- 4.b. 2023/2024 Ukiah On Ice Presentation.

Recommended Action: Receive Report

Attachments:

1. Attachment 1 - Ukiah On Ice sponsors

5. PETITIONS AND COMMUNICATIONS

6. APPROVAL OF MINUTES

- 6.a. Approval of the Minutes for the February 7, 2024, Special Meeting.
Recommended Action: Approve the Minutes for the February 7, 2024, Special Meeting.

Attachments:

1. 2024-02-07 Draft Minutes - Special Meeting

- 6.b. Approval of the Minutes for the February 7, 2024, Regular Meeting.
Recommended Action: Approve the Minutes for the February 7, 2024, Regular Meeting.

Attachments:

1. 2024-02-07 Draft Minutes - Regular Meeting

7. 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.

8. 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.

- 8.a. Report of Disbursements for the Month of November 2023.
Recommended Action: Approve the report of disbursements for the month of November 2023.

Attachments:

1. November 2023 Summary of Disbursements
2. Account Codes for Reference
3. Object Codes for Reference
4. November 2023 Disbursement Detail

- 8.b. Consideration of the Approval of a Change Order in the Amount of \$13,567.14 for the Yardney Filters Replacement Project from Durham Pump & Irrigation at the Wastewater Treatment Plant.

Recommended Action: Approve a change order in the amount of \$13,567.14 for the Yardney Filters Replacement Project from Durham Pump & Irrigation.

Attachments:

1. Staff Report from June 7, 2023
2. Durham Pump & Irrigation Sales Order

- 8.c. Possible Adoption of Ordinance Imposing Possible Civil Penalties for Failure to Abate Public Nuisances on Residential Property.

Recommended Action: Adopt the Ordinance Imposing Possible Civil Penalties for Failure to Abate Public Nuisances on Residential Property.

Attachments:

1. Residential Public Nuisance Civil Penalties Ordinance

- 8.d. Possible Adoption of an Ordinance Amending Division 9, Chapter 1 of the Ukiah City Code Article 17.1 (Lot Line Adjustments) and Article 17.2 (Parcel Mergers).

Recommended Action: Adopt an ordinance amending Division 9, Chapter 1 of the Ukiah City Code Article 17.1 (Lot Line Adjustments) and Article 17.2 (Parcel Mergers).

Attachments:

1. Lot Line Adjustment & Merger - Redlined Regulations
2. Lot Line Adjustment & Merger - Ordinance

- 8.e. Possible Adoption of Resolution Authorizing the Submittal of an Application to the California Department of Housing and Community Development for Funding under Round 2 of the

Prohousing Incentive Pilot Program; and if Selected, Authorize the City Manager to Execute a Standard Agreement, Any Amendments Thereto, and of Any Related Documents Necessary to Participate in the Prohousing Incentive Pilot Program, as well as Authorization of the Corresponding Budget Amendments.

Recommended Action: Adopt resolution authorizing submittal of an application from the City of Ukiah to HCD for \$530,000 in funding under Round 2 of the Prohousing Incentive Pilot Program; and if the City is selected for award, authorize the City Manager to execute the standard agreement, any amendments thereto, and any related documents necessary; and authorize any corresponding budget amendments.

Attachments:

1. pip-nofa-2-guidelines
2. pip-nofa-2-app
3. PIP - Proposed Resolution
4. 2017_Housing_Strategy

- 8.f. Consideration of an Amendment to Contract for Medical Control Oversight with Dr. Brandon Begley, Increasing the Annual Compensation to \$52,000.00 for the Third Year of the Contract.

Recommended Action: Approve amendment to contract for Medical Control Oversight with Dr. Brandon Begley, increasing the annual compensation to \$52,000.00 for the third year of the contract.

Attachments:

1. ASR - Item 7e 3-17-21
2. Contract 2021-181
3. Amendment 1 - Draft

- 8.g. Authorize City Manager or Designee to Accept Chapter 11 Bankruptcy Plan for Claims Related to Opioid Settlement Funds Allocated to the City of Ukiah.

Recommended Action: Authorize the City Manager or designee to accept Chapter 11 Bankruptcy Plan as holder of Local Government Opioid Claim against Endo International, a defendant in the National Opioid Settlement.

Attachments:

1. Official Committee of Opioid Claimants Letter

- 8.h. Notification to City Council of Purchase of Equipment from Stryker Corp. in the Amount of \$83,293.42 for the Ukiah Valley Fire Authority.

Recommended Action: Receive notification of equipment purchase from Styker Corporation.

Attachments:

1. 00048529
2. Q10842885 for PO 48529
3. 00048530
4. Q10842897 for PO 48530

- 8.i. Approval of Notice of Completion of the Grace Hudson Museum Roof Replacement Project, Specification 23-05.

Recommended Action: Approve the Notice of Completion of the Grace Hudson Museum Roof Replacement Project, Specification 23-05.

Attachments:

1. Awarding ASR
2. Spec 23-05 - Grace Hudson Museum Roof Replacement Negotiated Contract
3. San Francisco Roofing Bid
4. Change Order 1 - Spec 23-05 - fully executed (1)
5. Notice of Completion

9. 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 that is within the subject matter jurisdiction of the City Council, 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.

10. COUNCIL REPORTS

11. CITY MANAGER/CITY CLERK REPORTS

12. PUBLIC HEARINGS (6:15 PM)

- 12.a. Consideration and Possible Adoption of a Resolution Amending the Fee Schedule for the Planning and Building Divisions of the Community Development Department.

Recommended Action: Adopt Resolution amending the Fee Schedule for the Planning and Building Divisions of the Community Development Department.

Attachments:

1. 2023 Fee Comparisons with other Jurisdictions
2. Cost of Services Analysis Planning Building 2024
3. Planning-Services-Fees-2023_Final
4. 2024 Resolution Planning and Building Fees

13. UNFINISHED BUSINESS

- 13.a. Possible Approval of Joint Exercise of Powers Agreement for the Ukiah Valley Water Authority and if Approved Appoint Two Representatives to the Ukiah Valley Water Authority.

Recommended Action: Approve the Joint Exercise of Powers Agreement for the Ukiah Valley Water Authority and authorize the City Manager to execute the agreement on behalf of the City, and to make any modifications that do not make material, substantive changes to the agreement, including approval of Exhibits A-C thereto, and if approved appoint two representatives to the Ukiah Valley Water Authority.

Attachments:

1. UVWA.JPA.Final 02142024

- 13.b. Possible Adoption of Resolution Making Findings of Fact Regarding the Need for Additions and Amendments to the California Fire Code, Including the National Fire Protection Association (NFPA) 1 Chapter 38 Due to Local Conditions; and Consideration and Possible Introduction of an Ordinance by Title Only to Adopt the Amended 2022 California Fire Code.

Recommended Action: Adopt resolution making Findings of Fact regarding the need for additions and amendments to the California Fire Code, including the National Fire Protection Association (NFPA) 1 Chapter 38 due to local conditions; and introduce an Ordinance by title only to adopt the amended 2022 California Fire Code.

Attachments:

1. 13a Proposed Resolution
2. Proposed 2022 Fire Code Ordinance - Redline
3. Proposed 2022 Fire Code Ordinance - Clean

- 13.c. Annual Report on Climate Initiatives.

Recommended Action: Receive the report on Climate Initiatives.

Attachments:

1. CC Reso 2022-44 - Endorsing Climate Emergency Action
2. Climate Emergency Action_2023 action items

14. NEW BUSINESS

- 14.a. Discuss and Provide Direction for the Establishment of an Oversight Committee, with Possible Appointments, to Review Measure P Expenditures for Fiscal Years 2021 and 2022 per Resolution 2014-28 as well as Fiscal Years 2023 and 2024.
Recommended Action: Approve the establishment of an Oversight Committee to review Measure P expenditures for the fiscal years 2021 and 2022, as well as 2023 and 2024; and appoint Max Brazill representing the Ukiah Police Department; Tony Selvitella representing the Ukiah Valley Fire Authority; and three community members as persons representing members at large to the Measure P Oversight Committee.
 Attachments:
 1. Resolution 2014-28
- 14.b. Review and Update, if Warranted, the Ukiah City Council Strategic Plan.
Recommended Action: Review the Ukiah City Council Strategic Plan and provide direction as may be warranted to update the document.
 Attachments:
 1. Draft City Council Strategic Plan 24
- 14.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); and Committee Appointments to serve on the Community Health Needs Assessment (CHNA) Steering Committee with Adventist Health.
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. 2024 City Council Special Assignments and Ad Hocs

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

- 15.a. **Conference with Legal Counsel – Anticipated Litigation**
 (Government Code Section 54956.9(d)(2))
 Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 case)
- 15.b. **Conference with Legal Counsel – Anticipated Litigation**
 (Government Code Section 54956.9(d)(4))
 Initiation of litigation (2 cases)
- 15.c. **Conference with Legal Counsel – Existing Litigation**
 (Government Code Section 54956.9(d)(1))
 Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUК-CVPT-2018-70200
- 15.d. **Conference with Legal Counsel – Existing Litigation**
 (Government Code Section 54956.9(d)(1))
 Name of case: Russian River Keepers et al. v. City of Ukiah, Case No. SCUК-CVPT-20-74612
- 15.e. **Conference with Legal Counsel – Existing Litigation**
 (Government Code Section 54956.9)
 Name of case: Ukiah v. Questex, Mendocino County Superior Court Case No. 15-66036
- 15.f. **Conference with Legal Counsel – Existing Litigation**
 (Government Code Section 54956.9)
 Name of case: Jane Doe v. City of Ukiah et al., U.S.D.C. (Eureka Division) Case No. 123-cv-009808.

- 15.g. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(1)(d))
Name of case: Plaintiff v. City of Ukiah et al., Mendocino County Superior Court Case No. 22CV01113
- 15.h. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 184-080-37; 184-080-36; 184-090-01; 184-090-07; 184-090-06; 184-100-04
Negotiator: Sage Sangiacomo, City Manager
Negotiating Parties: Henry's Original
Under Negotiation: Price & Terms of Payment
- 15.i. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 180-110-07
Negotiator: Shannon Riley, Deputy City Manager
Negotiating Parties: GMB Realty Partners, Inc.
Under Negotiation: Price & Terms of Payment
- 15.j. **Public Employee Appointment**
(Government Code Section 54957)
Title: (City Appointment to City Civil Service Commission)
- 15.k. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units

16. 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. Any handouts or presentation materials from the public must be submitted to the clerk 48 hours in advance of the meeting; for handouts, please include 10 copies.

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, CMC/CPMC
Dated: 2/15/24



AGENDA SUMMARY REPORT

SUBJECT: Proclamation of the Ukiah City Council Recognizing March as Women's History Month.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Susan Sher, Councilmember

ATTACHMENTS:

1. Proclamation
2. Flyer - Womens History Gala Celebration

Summary: Council to issue a proclamation recognizing March as Women's History Month.

Background: The City celebrates and honors women and their contribution to our community annually during the month of March. In March of 1983, the first Women's History Gala Celebration in Mendocino County was held at Anderson Valley High School. Thereafter, each year (*with the exception of 2021 due to COVID-19*) the event has been held in the City of Ukiah, with the March 3rd celebration marking its 40th anniversary.

Discussion: At the February 21, 2024, Regular Meeting, the City Council will issue a Proclamation (Attachment 1) recognizing March as Women's History Month. In addition to the proclamation, the Mendocino Women's Political Coalition (MWPC) and the Ukiah chapter of the American Association of University Women (AAUW) will present the 40th Annual Women's History Gala Celebration scheduled to take place at the SPACE Theater on March 3, 2024, at 12:00 p.m (Attachment 2).

Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing March as Women's History Month.

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 Sher

DIVERSITY-EQUITY INITIATIVES (DEI): Goal 4 – Identify and actively engage underrepresented communities in which to retain, expand, develop, and implement programs.

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager



Whereas, Women’s History Month began as a local celebration in Santa Rosa, California when in 1978, the Education Task Force of the Sonoma County Commission on the Status of Women planned and executed a “Women’s History Week” celebration. The organizers selected the week of March 8 to correspond with International Women’s Day. The movement spread across the country as other communities initiated their own Women’s History Week celebrations the following year; and

Whereas, in 1980, a consortium of women’s groups and historians—led by the National Women’s History Project (now the National Women’s History Alliance)—successfully lobbied for national recognition. In February 1980, President Jimmy Carter issued the first Presidential Proclamation declaring the Week of March 8, 1980, as National Women’s History Week; and

Whereas, in March 1983 the first Women’s History Gala Celebration in Mendocino County was held at Anderson Valley High School. Thereafter, each year (with the exception of 2021 due to COVID-19), it has been held in the City of Ukiah; and

Whereas, on March 3, 2024, the Mendocino Women’s Political Coalition (MWPC) and the Ukiah chapter of the American Association of University Women (AAUW) will present the annual Mendocino County Women’s History Gala Celebration marking its 40th anniversary; and

Whereas, these aforementioned women’s organizations continue to work to increase and acknowledge the roles of women at all levels of community and public service, and to become knowledgeable about issues that affect their equality and to foster networks that extend and expand the creative, social and political strength of women; and

Whereas, promoting and celebrating the equality and achievements of all women continue to be at the core of this 2024 celebration of Women’s History, and the tradition of the annual Women’s History Gala Celebration is to recognize and honor particular local women who exemplify each year’s designated theme for contributions in their communities through their fields of work; and

Whereas, at this year’s Women’s History Gala Celebration, women will be honored who embody this year’s theme, “Women Who Advocate for Equity, Diversity and Inclusion.” The theme recognizes women throughout the country who understand that, for a positive future, we need to eliminate bias and discrimination entirely from our lives and institutions.

Therefore be it resolved, that the City Council of the City of Ukiah hereby joins other communities in the nation in proclaiming the month of March to be Women’s History Month and recognizes and celebrates the:

40th Anniversary of the Women’s History Gala Celebration on March 3, 2024.

*Signed and sealed, this 21st day of February
in the year Two Thousand and Twenty-Four.*

Josefina Dueñas, Mayor

Mendocino Women's Political Coalition (MWPC) & American Association of University Women - Ukiah

40th Annual - 2024 WOMEN'S HISTORY

GALA CELEBRATION

SUNDAY, MARCH 3

**Doors open at noon;
Program begins at 1 pm**

**SPACE THEATER
508 W. Perkins, Ukiah**



HONOREES



TROYLE TOGNOLI



**LORETO ROJAS
DIANA CORYAT**



XOCHILT MARTINEZ

POETRY with **BLAKE MOORE**, Poet Laureate of Point Arena and **SIDNEY MICHELE REGELBRUGGE**, outgoing Youth Poet Laureate

MUSIC with Ukiah High School's **VOCAL EMSEMBLE**

DANCE with **HIGHER GROUND HIP HOP TROUPE**, from S.P.A.C.E.



**Featuring Betty T. Yee
CA State Controller (2015-2023)**



AGENDA SUMMARY REPORT

SUBJECT: 2023/2024 Ukiah On Ice Presentation.

DEPARTMENT: Community Services

PREPARED BY: Jake Burgess, Community Services Supervisor

PRESENTER: Jake Burgess, Community Services Supervisor.

ATTACHMENTS:

1. Attachment 1 - Ukiah On Ice sponsors

Summary: The Ukiah On Ice downtown skating rink was overwhelmingly popular with the community this season and was supported by numerous local sponsors. The Council will receive a presentation showing a video recapping the Ukiah On Ice season and gratitude will be given to the sponsors.

Background: The City of Ukiah has previously partnered with local businesses and organizations to bring a seasonal ice skating rink to downtown Ukiah. The City rented the rink for the 2016 - 2019 seasons from an outside agency, and did not host the skating rink in 2020 due to the COVID pandemic. On September 1, 2021, the City Council approved the purchase of a seasonal ice rink which included skates, glycol tubes/ piping, glycol, clear dasherboards, skate sharpener, Ice Wizard resurfacing machine, gas powered edger, and rubber mats. The 120-ton chiller and 40' x 120' tent remained rental items as they entail complicated installations and would require inordinate amounts of storage space and need specialized maintenance.

The rink was again located on School Street in front of Alex Thomas Plaza. The rink was forty feet wide and one hundred feet long (40' x 100'), which is the maximum size based on the parameters of the location on School Street. The site is ideal for its proximity to electrical access, restrooms, parking and the covered pavilion. Another benefit to the location is that the activity at the rink brings thousands of people to the downtown area, where they have access to local shops and restaurants during the prime holiday shopping season.

Discussion: The Ukiah On Ice downtown skating rink was open daily, including holidays, for six weeks, and hosted school field trips along with private parties throughout the majority of the operation. Skating (including ice skate rental) was \$12 per person per session for regular public skating hours and \$10 per session for field trips or large groups. Opening night was Saturday, December 2nd and was coordinated with the Light Parade and Home Town Holiday festivities at the Plaza.

The community response to the ice rink was overwhelming, drawing people from all around Mendocino County, Lake County, and Sonoma County. The excitement and energy focused around the rink was palpable and resulted in a significant number of visitors to the downtown area. The rink was especially popular on the weekends, with significant numbers of skaters and families enjoying the activity.

The ice rink hosted a multitude of special events including birthday parties, theme nights, company events, and school fundraisers. These events served to create special memories for those who attended, and the unique setting of a downtown ice skating rink during the holiday season was a ready-made photo opportunity for families and friends.

2023/24 Ukiah on Ice:

- Attracted over 10,000 skaters of all ages to the downtown shopping district
- Welcomed 41 field trips with over 2,000 students and 100 chaperones
- Booked 13 private parties
- Held 9 fundraisers including school PTO nights, 4H and Mendocino Ballet
- Hosted 8 special events including theme nights, discount days and community events
- Employed 40 young adults throughout the season
- Was supported by 26 sponsors
- Received widespread exposure on social media: Facebook, 'Ukiah on Ice' posts reached an impressive 106,862 people, and 1422 interactions and 264 comments/ shares. Instagram posts and stories reached 8,449 separate users and elicited 680 responses (Likes, Comments)

City Staff would like to extend their appreciation to the City Council for their support and to everyone who participated in Ukiah On Ice, from the skaters to the behind-the-scenes-staff. In particular, City Staff would like to recognize the generous community sponsors (listed in Attachment 1) who supported this event and ultimately made it possible, with many going above and beyond for this community event. For their contributions, we will be sending them Certificates of Recognition signed by the Mayor.

Purchasing the seasonal ice rink entailed an interfund loan. At the end of this season, although there are a few budgetary numbers to firm up, we plan to make an estimated transfer of \$7,499.

UKIAH ON ICE BUDGET

Revenue	FY 24	
Ticket sales/ Concessions/ Trips/ Parties	\$	114,987.00
Ticket Donations (UUSD, NCO, COU)	\$	6,720.00
Sponsors	\$	50,750.00
Total	\$	172,457.00
Expenses		
Chiller	\$	26,547.00
Tent	\$	13,980.00
Interdepartmental Construction Help (OT)	\$	2,573.00
Sand box	Sponsor Donation	
Fencing	Sponsor Donation	
Building Permit	\$	224.00
Utilities	\$	8,446.00
Staff for ice rink (PT)	\$	78,123.00
Supplies	\$	28,300.00
Allocations (Insurance, Admin, Purchasing)	\$	6,765.00
Total	\$	164,958.00
Rev minus Expenses	\$	7,499.00
Interfund Loan Repayment	\$	7,499.00

Recommended Action: Receive Report

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: General Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO# 47462

COORDINATED WITH: Neil Davis, Community Services Director

DIVERSITY-EQUITY INITIATIVES (DEI): Goal 4 – Identify and actively engage underrepresented communities in which to retain, expand, develop, and implement programs.

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP): GP-A2 - Economic Development Element

Approved: 
Sage Sangiacomo, City Manager

2023/24 Ukiah On Ice Sponsors

Partner

Greater Ukiah Business and Tourism Alliance

Platinum

Ghilotti Construction Company
Granite Construction
JD General Engineering Construction
KWINE and MAX FM
PG&E

Gold

Arrow Fencing
Family Tree Service Inc.
Friedman's Home Improvement
Mendocino Forest Products
Super 8/ Wingstop/ Motel 6
WIPF Construction

Silver

AC&R Service Heating & Cooling
Acevedo's Ukiah Truck Repair
Action Rents
City of Ukiah Electric Department
Cupples & Sons Construction Inc.
Defatte Equipment
MCHC Health Centers
Vocality Community Credit Union
WOW! Smiles

Bronze

Bonterra Organic Estates
George Petersen & Associates
Savings Bank of Mendocino County
Ukiah Waste Solutions

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

Virtual Meeting Link: <https://us06web.zoom.us/j/97199426600>

Ukiah, CA 95482

February 7, 2024

4:30 p.m.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on February 7, 2024, having been legally noticed on February 2, 2024. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/97199426600>. Mayor Dueñas called the meeting to order at 4:35 p.m. Roll was taken with the following **Councilmembers Present:** Mari Rodin, Juan V. Orozco, Susan Sher, Douglas, F. Crane, and Josefina Dueñas. **Staff Present:** Shannon Riley, Deputy City Manager; David Rapport, City Attorney (*arriving at 5:06 p.m.*); and Kristine Lawler, City Clerk.

MAYOR DUEÑAS PRESIDING.

The Pledge of Allegiance was led by Vice Mayor Crane.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Clerk noted that no public was present.

3. BUDGET WORKSHOP

a. Presentation of City's Audited Annual Comprehensive Financial Report (ACFR) and Audit Reports for the Year Ended June 30, 2023.

Presenter: Dan Buffalo, Finance Director.

Report was received.

b. Receive and File Second Quarter Financial Report.

Presenter: Dan Buffalo, Finance Director.

Report was received.

c. Review and Update, if Warranted, the Ukiah City Council Strategic Plan.

Council Consensus to direct Staff to agendize this item for a different meeting due to time constraints.

4. ADJOURNMENT

There being no further business, the meeting adjourned at 5:39 p.m.

Kristine Lawler, CMC/CPMC

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue, Ukiah, CA 95482
Virtual Meeting Link: <https://us06web.zoom.us/j/97199426600>**

**Ukiah, CA 95482
February 7, 2024
6:00 p.m.**

1. ROLL CALL

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MAYOR DUEÑAS PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Sher.

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Receive Presentation of Exceptional Employee Recognition Awards.

Presenters: Shannon Riley, Deputy City Manager; Cedric Crook, Police Chief; Neil Davis, Community Services Director; Craig Schlatter, Community Development Director; and Mayor Dueñas.

Officer Daniel Parker, Ukiah PD: On 12/21/23, Ukiah PD received a "be-on-the-lookout" (BOLO) from Pacifica PD regarding a murder suspect, including details from the FLOCK camera system, having spotted the vehicle in Blue Lakes. Officer Parker, hearing the alert on the Sheriff's channel and knowing that time was of the essence, took immediate action on Hwy. 101, spotting a matching vehicle two cars behind him. He informed Dispatch, confirmed the suspect's identity, and, with CHP's assistance, executed a traffic stop near Perkins Street exit. Officer Parker's commendable initiative and keen observation skills contributed to the successful interception. Throughout the incident, he maintained composure, communicated effectively, and directed traffic. Post-incident evaluation highlighted Officer Parker's tactical prowess, exemplifying the Department's values of Safety, Professionalism, and Community Service.

Alyssa Boge, Museum Curator of Education and Exhibits, Grace Hudson Museum: Alyssa joined the Museum in 2020 and worked with reduced staffing all through the pandemic. As we emerged from the pandemic, Alyssa was quick to take on additional work helping the Recreation and Parks teams set up and open a new Interpretive Center at Observatory Park. With the support of Museum Director David Burton, Alyssa interviewed local subject matter experts and did online research to develop the material that would be presented at the Interpretive Center. She then developed an exhibit and curricula for the

Center. With the plan in place, she then solicited help from Parks, Recreation, and Facilities team members to clean and prepare the site, create exhibits, and coordinate the grand opening of the Center. Following the Grand Opening, Alyssa immediately set about developing a volunteer docent program to allow for public access to the Center.

Isabelle Grieve, Community Development Technician II, Community Development Department: Isabelle joined the City approximately two years ago as a "counter tech." Isabelle's friendly and courteous demeanor and knowledgeable and accurate permitting guidance quickly earned her appreciation among the builder community. Through sustained commitment to this level of service, she single-handedly achieved the goal of outstanding customer service. Examples of this commitment are Isabelle's issuing of an ADU building permit in one business day and the issuance of a building permit for Acorn Valley Apartments in two months. Both of these are processing records that qualified the City to earn its ProHousing Designation. Isabelle has become indispensable to the Community Development Department and the glue that holds the team together. Recently, Isabelle completed the renewal of 350 business licenses in one week. She frequently cheers on fellow team members through thoughtful and creative gifts, the funny skeletons around the office, and her positive, proactive, solution-oriented, and helpful attitude.

b. Proclamation Recognizing February as Black History Month in the City of Ukiah.

Presenter: Councilmember Orozco.

Proclamation was received by Troyle Tognoli, Diversity and Equity Committee Member

5. PETITIONS AND COMMUNICATIONS

City Clerk, Kristine Lawler, stated that all communications had been distributed.

6. APPROVAL OF MINUTES

a. Approval of the Minutes for the January 17, 2024, Special Meeting.

b. Approval of the Minutes for the January 17, 2024, Regular Meeting.

Motion/Second: Rodin/Sher to approve the Special and Regular Meeting Minutes of January 17, 2024, as submitted. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

7. RIGHT TO APPEAL DECISION

8. CONSENT CALENDAR

- a. Possible Approval of the 2024 Public Spaces Commission Community Outreach Plan and Schedule – *Community Services*.
- b. Possible Adoption of a Resolution (2023-42-Amended) to Rescind and Replace Resolution 2023-42, Approving an Application to LAFCo for Western Hills Property, to Incorporate Exhibits A & B - *Administration*.
- c. Consideration of Approval of the Renewal of ESRI Geographical Information System (GIS) Software Licensing Agreement (2324-155) for a Term of Three Years in the Amount of \$85,200.00 – *Public Works*.
- d. ~~Consideration of an Award for a Three Year Contract (2324-156) for Electric Utility Line Tree Trimming throughout the City of Ukiah's Electric Utility System to Sierra Tree Company, Inc. — Electric Utility - Pulled by Councilmember Sher and placed as Agenda Item 14e.~~

- e. Consideration of Approval for a Partial Release of Retention for Specification No. 21-06 - Runway 15-33 Pavement Rehabilitation Phase 2, to Royal Electric - *Airport*.

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

Council Consensus to hear agenda item 14e out of order.

14. NEW BUSINESS

- e. **Consideration of an Award for a Three-Year Contract for Electric Utility Line Tree Trimming throughout the City of Ukiah's Electric Utility System to Sierra Tree Company, Inc. – from Consent Calendar Agenda Item 8d.**

Presenters: Mary Horger, Financial Services Manager and Sonu Upadhyay, Senior Power Engineer.

Public Comment: K. C. Johnson.

Motion/Second: Rodin/Crane to award a three-year contract (2324-156) for Electric Utility line tree trimming throughout the City of Ukiah's Electric Utility system to Sierra Tree Company, Inc. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Catherine Anello – abandoned needles found on property.

10. COUNCIL REPORTS

Presenters: Vice Mayor Crane; Councilmembers Rodin, Orozco, and Sher; and Mayor Duenas.

11. CITY MANAGER/CITY CLERK REPORTS

Presenters: Shannon Riley, Deputy City Manager; and

- **Report on Grasshopper Bike Event** – Neil Davis, Community Services Director.
- **Construction Update** – Tim Eriksen, Public Works Director/City Engineer.
- **Palace Hotel Update** – Shannon Riley, Deputy City Manager.
- **2024 Winter Storm Response and Status** – Traci Boyl, Senior Management Analyst.

Public Comment: Dennis Crean.

12. PUBLIC HEARINGS (6:15 PM)

- a. **Conduct a Public Hearing to Solicit Public Comment Regarding the Intent to Apply for United States Department of Agriculture (USDA) Funding in the Amount of \$220,000 for the Purchase of a New Wheel Loader.**

Presenters: Tim Eriksen, Public Works Director/City Engineer and Andrea Trincado, Grants Manager.

PUBLIC HEARING OPENED AT 7:40 P.M.

Public Comment: Xochilt De Morales Martinez.

PUBLIC HEARING CLOSED AT 7:40 P.M.

Motion/Second: Crane/Rodin to authorize Staff to submit the application to the USDA Community Facilities Disaster Repair Program Calendar Year 2022 grant funding to purchase a new wheel loader. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

13. UNFINISHED BUSINESS

a. Review and Possible Adoption of the Western Hills Watershed Protection Area Management Plan.

Presenter: Neil Davis, Community Services Director.

Public Comment: Xochilt De Morales Martinez.

Motion/Second: Rodin/Sher to adopt the Western Hills Watershed Protection Area Management Plan. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

b. Possible Adoption of an Ordinance Amending Section 62 of Division 1, Chapter 2, Article 2 of the Ukiah City Code, Pertaining to Compensation of the Mayor and City Councilmembers.

Presenters: Kristine Lawler, City Clerk and Darcy Vaughn, Assistant City Attorney.

Motion/Second: Crane/Sher to adopt the Ordinance amending Section 62 of the Ukiah City Code, pertaining to compensation of the Mayor and City Council members. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

ORDINANCE NO. 1235

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTION 62 OF THE UKIAH CITY CODE, PERTAINING TO COMPENSATION OF MAYOR AND CITY COUNCILMEMBERS

14. NEW BUSINESS – continued

a. Discussion and Possible Introduction by Title Only of an Ordinance Amending Division 9, Chapter 1 of the Ukiah City Code Article 17.1 (Lot Line Adjustments) and Article 17.2 (Parcel Mergers).

Presenter: Jesse Davis, Chief Planning Manager.

Motion/Second: Rodin/Orozco to find the ordinance categorically exempt pursuant to Section 15061 (b)(3) of the CEQA Guidelines. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Rodin/Sher to introduce the ordinance by title only. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. 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 1 OF UKIAH CITY CODE ARTICLE 17.1 (LOT LINE ADJUSTMENTS) AND ARTICLE 17.2 (PARCEL MERGERS) TO ENHANCE APPLICATION PROCESSES AND REVIEW

Motion/Second: Rodin/Orozco to introduce the ordinance amending Division 9, Chapter 1 of the Ukiah City Code Article 17.1 (Lot Line Adjustments) and Article 17.2 (Parcel Mergers). Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

Council Direction to fix typos Ordinance before finalizing.

RECESS: 8:17 – 8:24 P.M.

b. Possible Introduction by Title Only of Ordinance Imposing Possible Civil Penalties for Failure to Abate Public Nuisances on Residential Property.

Presenters: Darcy Vaughn, Assistant City Attorney and Sean Connell, Code Enforcement Inspector.

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

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

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE AMENDING CHAPTER 12 OF DIVISION 3 OF THE UKIAH CITY CODE IMPOSING POSSIBLE CIVIL PENALTIES FOR FAILURE TO ABATE PUBLIC NUISANCES ON RESIDENTIAL PROPERTY.

Motion/Second: Rodin/Orozco to introduce the ordinance imposing possible civil penalties for failure to abate public nuisances on Residential Property. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. 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.

d. Receive Presentation, Discuss, and Possibly Provide Direction to Staff Regarding the Proliferation, Impact, and Regulation of Off-Site Advertisements within the Unincorporated Territory of the Ukiah Valley.

Presenter: Jesse Davis, Chief Planning Manager.

Council Consensus to direct Staff to work informally with county staff and draft a letter that would go to county staff and be copied to the Board of Supervisors.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 9:14 P.M.

15. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation
(Government Code Section 54956.9(d)(2))

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 case)

b. Conference with Legal Counsel – Anticipated Litigation

(Government Code Section 54956.9(d)(4)) Initiation of litigation (2 cases)

c. Conference with Legal Counsel – Existing Litigation

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

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

d. Conference with Legal Counsel – Existing Litigation

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

Name of case: Russian River Keepers et al. v. City of Ukiah, Case No. SCU-K-CVPT-20-74612

e. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9)

Name of case: Ukiah v. Questex, Mendocino County Superior Court Case No. 15-66036

f. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9)

Name of case: Jane Doe v. City of Ukiah et al., U.S.D.C. (Eureka Division) Case No. 123-cv-009808.

g. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 184-080-37;184-080-36; 184-090-01; 184-090-07; 184-090-06; 184-100-04

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: Henry's Original

Under Negotiation: Price & Terms of Payment

h. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 180-110-07

Negotiator: Shannon Riley, Deputy City Manager

Negotiating Parties: GMB Realty Partners, Inc.

Under Negotiation: Price & Terms of Payment

i. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

No action reported; direction provided to Staff.

16. ADJOURNMENT

There being no further business, the meeting adjourned at 10:18 p.m.

Kristine Lawler, CMC/CPMC



AGENDA SUMMARY REPORT

SUBJECT: Report of Disbursements for the Month of November 2023.

DEPARTMENT: Finance

PREPARED BY: MaryJo Reynolds

PRESENTER: Consent Calendar

ATTACHMENTS:

1. November 2023 Summary of Disbursements
2. Account Codes for Reference
3. Object Codes for Reference
4. November 2023 Disbursement Detail

Summary: The Council will review and consider approval of the report of disbursements for the month of November 2023.

Background: Payments made during the month of November 2023 are summarized in the Report of Disbursements. Further detail is supplied on the Schedule of Bills, representing the four (4) individual payment cycles within the month.

Accounts Payable Check Numbers (City & UVFA): 3055170-3055281; 3055282-3055386; 3055387-3055524; 3055525-3055579

Accounts Payable Wire Transfers: 103, 104, 105

Payroll Check Numbers: 514514-514587; 514588-514658

Payroll Manual Check Numbers: 514587

Direct Deposit Numbers: 123551-123867; 12386-124185

Manual Direct Deposit Numbers: N/A

Void Check Numbers: 3054904, 3054937, 3054497, 3047331, 3054915, 3054777, 3054913, 3054825, 3054880

Void Direct Deposit Numbers: N/A

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

Attachment #1: November 2023 Summary of Disbursements

Attachment #2: Account Codes for Reference

Attachment #3: Object Codes for Reference

Attachment #4: November 2023 Disbursement Detail

Recommended Action: Approve the report of disbursements for the month of November 2023.

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

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved:


Sage Sangiacomo, City Manager

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

Attachment 1

FUNDS:

100	General Fund	\$277,326.30	700	Sanitary Disposal Site Fund	\$101,282.27
101	GF-(Sub-Fund) Visit Ukiah	\$53,699.28	701	Landfill Corrective Fund	
105	GF-(Sub-Fund) Fire Authority	\$69,075.42	702	Disposal Closure Reserve Fund	
110	Special General Fund		704	Post Closure Fund - Solid Waste	
120	Streets Capital Improvement	\$10,386.76	710	Ambulance Services Fund	\$13,200.81
130	Gov't Debt SVC/Reserve Fund		720	Golf Fund	\$17,898.92
131	Debt Service Reserve 2022 LRB		730	Conference Center Fund	\$7,952.47
200	City Administrative Services	\$61,476.02	750	Visit Ukiah	
201	Worker's Comp Fund	\$32,848.70	777	Airport Fund	\$37,713.52
202	Liability Fund	\$19,689.95	778	Airport Capital Improvement Fund	\$1,233,707.76
203	Garage Fund	\$8,979.15	779	Special Aviation Fund	
204	Purchasing Fund	\$1,754.99	800	Electric Fund	\$847,467.35
205	Billing & Collections Fund	\$4,795.36	801	Electric Capital Reserve Fund	\$185,814.50
206	Public Safety Dispatch Fund	\$5,024.78	803	Lake Mendocino Bond Reserve	
207	Payroll Posting Fund	\$705,787.98	805	Street Lighting Fund	\$19,050.03
208	Building Maintenance/Corp Yard Fund	\$45,090.57	806	Public Benefits Fund	\$8,021.06
209	IT Fund	\$55,627.88	807	Cap and Trade	
220	Equipment Reserve Fund		820	Water Fund	\$104,544.60
249	City Housing Bond Proceeds		822	Water Capital Improvement Fund	
250	Special Revenue Fund		830	Recycled Water Fund	\$23,550.48
251	Special Projects Reserve Fund		840	City/District Sewer Fund	\$240,435.84
252	Streets/ROW Improvement Fund	\$30,372.65	841	Sewer Construction Fund	
253	CITY PROP 172		843	Sewer Capital Fund	
300	Park Development Fund		900	Special Deposit Trust	\$1,481.92
301	Anton Stadium Fund		901	General Service (Accts Recv)	\$17,509.90
302	Observatory Park Fund		902	U.S.W. Billing & Collection	\$48,299.62
303	Playground & Park Amenities Fund	\$11,330.68	903	Public Safety - AB 109	\$0.00
304	Swimming Pool Fund		905	Federal Emergency Shelter Grant	
305	Riverside Park Fund	\$6,823.44	905	Mendocino Emergency Service Authority	
306	Skate Park Fund		911	Russian River Watershed Association	\$30,048.62
308	Opioid Settlement Fund		915	UVFD	\$148.68
310	Museum Grants	\$0.00	916	UVFD PROP 172	
311	Alex Rorbaugh Recreation Center Fund	\$5,297.29	917	UVFD Measure B	\$14.27
312	Downtown Business Improvement Fund		918	UVFD Mitigation	
313	LMHF Housing Asset Fund		920	MSWMA Operations	\$36,401.32
314	Winter Special Events	\$224.00	940	Sanitation District Special Fund	
315	Advanced Planning Fund		942	Rate Stabilization - UVSD Fund	
316	SPECIAL RECREATION EVENTS	\$4,415.05	943	Sanitation District Capital Improvement Fund	
500	2106 Gas Tax Fund		952	REDIP Sewer Enterprise Fund	
501	2107 Gas Tax Fund		960	Community Redevelopment Agency	
503	2105 Gas Tax Fund		961	RDA Housing Pass-Through	
505	Signalization Fund		962	Redevelopment Housing Fund	
506	Bridge Fund		963	Housing Debt	
507	1998 STIP Augmentation Fund		964	RDA Capital Pass-Through	
508	SB325 Reimbursement Fund		965	Redevelopment Capital Improvement Fund	
509	S.T.P. Fund		966	Redevelopment Debt Service	
510	Trans-Traffic Congest Relief Fund		967	Housing Bond Proceeds	
511	Rail Trail Fund		968	Non-Housing Bond Proceeds	
600	Community Development Block Grant		969	RDA Obligation Retirement Fund	\$1,504,309.14
601	EDBG 94-333 Revolving Loan		844/944	Sewer Capital Projects Fund	\$487.50
602	Community Development Fund				
603	08-HOME-4688				
604	CDBG Grant 09-STBG-6417				
605	11-HOME-7654 Fund	\$0.00			
606	CDBG Grant 10-EDEF-7261				
607	Prop 84 Grant Fund				
609	13-CDBG-8940				
610	City RDA Projects Fund				
613	Home Program Activities				
620	CASP Train				
630	Asset Seizure Fund	\$5,935.00			
631	Asset Seizure Fund (Drug/Alcohol)				
633	H & S Education 11489(B)(2)(A1)				
634	Federal Asset Seizure Grants				
635	SUP Law Enforcement Service Fund				
636	CBTHP Officer				
637	Local Law Enforcement Block Grant				
638	Asset Forfeiture 11470.2 H & S				
639	Special Revenue - Police				
640	Parking District Fund	\$808.00			
670	Federal American Rescue Fund				
691	Museum Fund				
695	Transfer Station Fund				
696	Solid Waste Mitigation Fund				

PAYROLL CHECK NUMBERS: 514514-514587

DIRECT DEPOSIT NUMBERS: 123551-123867

PAYROLL PERIOD: 10/15-28/23

PAYROLL CHECK NUMBERS: 514588-514658

DIRECT DEPOSIT NUMBERS: 12386-124185

PAYROLL PERIOD: 10/29-11/11/23

PAYROLL CHECK NUMBERS:

DIRECT DEPOSIT NUMBERS:

PAYROLL PERIOD:

VOID CHECK NUMBERS:

3054904, 3054937, 3054497, 3047331,

3054915, 3054777, 3054913, 3054825

3054880,

MANUAL CHECK NUMBERS:

514587

WIRE TRANSFER NUMBERS:

103, 104, 105

CERTIFICATION OF CITY CLERK

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

City Clerk

APPROVAL OF CITY MANAGER

I have examined this Register and approve same.

City Manager

CERTIFICATION OF DIRECTOR OF FINANCE

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

Director of Finance

TOTAL DEMAND PAYMENTS- A/P CHECKS	\$5,969,003.50
TOTAL DEMAND PAYMENTS- EFT's	\$0.00
TOTAL PAYROLL CHECKS & DIRECT DEPOSITS	\$1,333,606.65
TOTAL PAYROLL EFT's (TAXES, PERS, VENDORS)	\$781,322.84

* vendor name(if applicable)

TOTAL PAYMENTS \$8,083,932.99

Account Code Summary

Attachment 2

10000000	GENERAL FUND	20012300	COMMUNITY OUTREACH/PUBLIC INFO
10017200	SUCCESSOR AGENCY	20012500	CITY CLERK
10020000	POLICE - GEN FUND	20012600	ECONOMIC DEVELOPMENT
10020210	POLICE PATROL	20012800	EMERGENCY MANAGEMENT
10020214	POLICE VOLUNTEERS	20013210	ACCOUNTS PAYABLE
10020216	COPS GRANT	20013220	PAYROLL
10020217	POLICE ANIMAL CONTROL	20013400	ACCOUNTING
10020218	POLICE CSO	20013401	BUDGET MANAGEMENT
10020220	CODE ENFORCEMENT	20014000	CITY ATTORNEY
10020224	MAJOR CRIMES TASK FORCE	20015100	CITY TREASURER
10021210	CITY FIRE	20016100	HUMAN RESOURCES
10022100	PARKS	20023510	HOUSING GRANTS
10022300	AQUATICS	20023520	NON-HOUSING GRANTS
10022700	MUSEUM - GEN FUND	20100000	WORKER'S COMP FUND
10022810	RECREATION ADMINISTRATION	20116220	WORKERS COMPENSATION
10022821	ADULT BASKETBALL	20200000	LIABILITY FUND
10022822	ADULT SOFTBALL	20216200	RISK MANAGEMENT
10022824	CO-ED VOLLEYBALL	20300000	GARAGE FUND
10022831	YOUTH BASKETBALL	20324100	GARAGE
10022832	YOUTH SOFTBALL	20324110	FLEET MAINTENANCE
10022840	DAY CAMP	20400000	PURCHASING FUND
10022850	CLASSES & CLINICS	20413500	PURCHASING
10022860	SPECIAL ACTIVITIES	20413510	CAPITAL ASSET MANAGEMENT
10022900	COMM SVCS SPECIAL SERVICES	20413520	GRANTS AND SPECIAL PROJECTS
10023100	PLANNING SERVICES	20414000	LEGAL SERVICES/EXPENSES
10023110	CURRENT PLANNING	20500000	BILLING AND COLLECTION FUND
10023300	BUILDING INSPECTION	20513300	UTILITY BILLING
10023320	BUILDING INSPECTION	20513380	METERING-ELECTRIC
10023411	CDBG GENERAL ADMIN	20513382	METERING-WATER
10024200	ENGINEERING/STREETS	20600000	PUBLIC SAFETY DISPATCH FUND
10024210	ENGINEERING	20620231	POLICE UKIAH DISPATCH
10024214	TRAFFIC SIGNAL OPERATIONS	20620232	POLICE FT BRAGG DISPATCH
10024224	STORM WATER	20700000	PAYROLL POSTING FUND
10024310	CORP YARD MAINTENANCE	20800000	BUILDING & MAINTENANCE
10024620	STREETS	20822500	BUILDING & MAINTENANCE
10100000	GF- (SUB-FUND) VISIT UKIAH	20824300	BLDG MAINT CORP YARD
10112700	GF-(SUB-FUND) VISIT UKIAH	20900000	IT FUND
10500000	MEASURE S GENERAL FUND	20913900	INFORMATION TECHNOLOGY
10521210	FIRE AUTHORITY	22000000	FIXED ASSET FUND
12000000	STREET REHABILITATION	25100000	SPECIAL PROJECTS RESERVE FUND
12024200	PUBLIC WORKS ENGINEERING	25200000	STREETS/ROW IMPROVEMENT FUND
13000000	GOV'TL DEBT SVC/RESERVE FUND	25224220	STREETS/ROW IMPROVEMENT FUND
13100000	DEBT SERVICE RESERVE 2022 LRB	25300000	PROP 172 FUND
20000000	CITY ADMINISTRATIVE SERVICES	25321210	CITY FIRE
20010000	CITY COUNCIL	30000000	PARK DEVELOPMENT FEES FUND
20012100	CITY MANAGER	30022200	PARK DEVELOPMENT
20012200	ADMINISTRATIVE SUPPORT	30100000	ANTON STADIUM FUND

Account Code Summary

Attachment 2

30200000	OBSERVATORY PARK FUND	63500000	SUP.LAW ENFORCE.SVC.FD(SLESF)
30300000	PLAYGROUND & PARK AMENITIES FU	63520210	SLESF
30322230	PLAYGROUND AND PARK AMENITIES	63600000	CBTHP OFFICER
30400000	SWIMMING POOL FUND	63620210	CBTHP OFFICER
30522250	RIVERSIDE PARK	63800000	ASSET FORFEITURE 11470.2 H&S F
30600000	SKATE PARK FUND	63820210	ASSET FORFEITURE 11470 EXPENDI
30700000	SOFTBALL COMPLEX FUND	63900000	SPECIAL REVENUE POLICE
31100000	ARRC GENERAL OPERATING FUND	64000000	PKG. DIST. #1 OPER & MAINT FUN
31122000	ARRC	64012600	ECONOMIC DEVELOPMENT
31200000	DOWNTOWN BUSINESS IMPROVEMENT	64020213	POLICE PARKING ENFORCEMENT
31212600	ECONOMIC DEVELOPMENT	67000000	FEDERAL AMERICAN RESCUE FUNDS
31300000	LMIHF HOUSING ASSET FUND	69500000	TRANSFER STATION
31323400	HOUSING	69624000	SOLID WASTE MITIGATION FUND
31323431	LMI GENERAL ADMIN	70000000	SANITARY DISPOSAL SITE FUND
31500000	ADVANCED PLANNING FUND	70024500	LANDFILL 700
31523100	COMMUNITY PLANNING	70124500	LANDFILL CORRECTIVE
31600000	SPECIAL RECREATION EVENTS	70200000	DISPOSAL CLOSURE RESERVE FUND
31622861	SPECIAL RECREATION EVENTS	70224500	LANDFILL CLOSURE
50000000	GAS TAX FUND	70400000	POST CLOSURE FUND-SOLID WASTE
50024214	TRAFFIC SIGNAL OPERATIONS	71000000	AMBULANCE SERVICES FUND
50500000	SIGNALIZATION FUND	71021100	AMBULANCE SERVICES
50800000	SB325 REIMBURSEMENT FUND	72000000	GOLF FUND
50824210	SB325 ENGINEERING	72022400	GOLF
50900000	S.T.P.	73000000	CONFERENCE CENTER FUND
50924210	STP ENGINEERING	73022600	CONFERENCE CENTER
51100000	RAIL TRAIL FUND	77700000	AIRPORT FUND
51124210	Rail Trail	77714000	CITY ATTORNEY
60000000	COMM. DEVELOPMT. BLOCK GRANT F	77725200	AIRPORT OPERATIONS
60023411	CDBG GENERAL ADMIN	77800000	AIRPORT CAPITAL IMPROVEMENT FU
60023412	CDBG ACTIVITY DELIVERY	77825200	AIRPORT CAPITAL
61100000	CDBG 16-CDBG-11147	77900000	SPECIAL AVIATION FUND
61112600	CDBG ECONOMIC DEVELOPMENT	77925200	AIRPORT SPECIAL
61123410	16-CDBG-11147	80000000	ELECTRIC FUND
61123411	CDBG GENERAL ADMIN	80014000	CITY ATTORNEY
61200000	FUND 612 UNASSIGNED	80026110	ELECTRIC OVERHEAD
61223400	HOME CDD HOUSING	80026120	ELECTRIC UNDERGROUND
61223422	HOME ACTIVITY DELIVERY	80026200	TELEMETRY & CALIBRATION
61323400	HOME HOUSING ACTIVITIES	80026210	SUBSTATION
61323421	HOME GENERAL ADMIN	80026220	HYDROELECTRIC PLANT
62000000	CASP CERTIF & TRAINING	80026400	ELECTRIC ADMINISTRATION
62023320	CASP CERTIF & TRAINING	80026440	POWER PURCHASES
63000000	ASSET SEIZURE FUND	80100000	ELECTRIC CAPITAL RESERVE FUND
63020210	ASSET SEIZURE EXPENDITURE	80126100	ELECTRIC CIP
63300000	H&S EDUCATION 11489(B)(2)(A1)	80126220	HYDROELECTRIC PLANT
63320210	H&S ASSET SEIZURE EXPENDITURE	80500000	STREET LIGHTING FUND
63400000	FEDERAL ASSET SEIZURE GRANTS F	80526150	STREET LIGHTING
63420250	FED ASSET SEIZURE EXPENDITURE	80600000	PUBLIC BENEFITS CHARGES FUND

80626450	PUBLIC BENEFITS
80700000	ELECTRIC CAP AND TRADE FUND
80800000	ELECTRIC LOW CARBON FUEL STDS
80826100	ELECTRIC LOW CARBON FUEL STDS
82000000	WATER FUND
82027110	WATER
82027111	PROD OPERATIONS & MAINTENANCE
82027114	DISTRIB OPERATIONS & MAINT
82100000	WATER CAPITAL RESERVE FUND
82200000	WATER CONNECTION FEE FUND
82227113	WATER DISTRIBUTION CAPITAL
83000000	RECYCLED WATER
83027330	RECYCLED WATER
84000000	CITY/DIST. SEWER OPERATING FUN
84027220	WASTE WATER
84027221	CITY WASTE O & M
84027225	WASTE TREATMENT O & M
84100000	SEWER BOND DEBT SERVICE FUND
84127226	WASTEWATER TREATMENT CAPITAL
84200000	RATE STABILIZATION-CITY FUND
84300000	CONNECTION FEE SEWER FUND (CAP
84400000	CITY SEWER CAPITAL PROJECTS FU
84427221	CITY WASTEWATER O&M 844
84427222	CITY WASTE CAPITAL
90000000	SPECIAL DEPOSIT TRUST FUND
91500000	UKIAH VALLEY FIRE DEPARTMENT
91521400	UVFD FIRE ADMINISTRATION
91600000	UVFD PROP 172
91621400	UVFD PROP 172
91700000	UVFD MEASURE B UNASSIGNED
91721400	UVFD FIRE
91800000	UVFD MITIGATION FEES
91821400	UVFD MITIGATION
96900000	REDEVELOPMENT OBLIGATION RETIR
96917200	SUCCESSOR AGENCY
96995669	969 - RDA OBLIGATION RETIREMEN

Object Code Summary

Attachment 3

51211	PERS UNFUNDED LIABILITY	54101	POSTAGE
51220	INSURANCE	54102	SMALL TOOLS
51230	WORKERS COMP	54103	LAB SUPPLIES
51240	MEDICARE	54106	SPECIALTY SUPPLIES
51260	FICA	54107	EMS SUPPLIES
51270	UNIFORM ALLOWANCE	54120	PW - SPECIAL SUPPLIES
51290	CELL PHONE STIPEND	54121	PW - ASPHALT CONCRETE
52100	CONTRACTUAL SERVICES	54122	PW - AGGREGATE BASE
52110	AMBULANCE BILLING	54124	PW - CONCRETE/SUPPLIES
52111	DEFIBRILLATOR MAINTENANCE	54125	PW - TRAFFIC PAINT
52112	M. S. OVERSIGHT	54126	PW-PREMARKS
52113	PLANNING STUDIES	54127	PW - SIGN POSTS/SHEETING
52114	COMPLIANCE STUDIES	54128	PW - COLD PATCH MATERIAL
52130	EDUCATIONAL & MARKETING MATL'S	54129	PW - TACK OIL
52131	ASSISTANCE TO SENIORS	54130	PW - SAFETY
52133	MONTHLY DISCOUNT PROGRAM	54131	PW - BARRICADES & CONES
52134	GENERAL ADMIN	54161	BACKGROUND & PHYSICALS
52135	ENERGY CONSERVATION PROGRAM	54162	ADVERTISING
52137	PUBLIC BENEFITS PROGRAM MGMT	54163	INTERVIEW SUPPLIES
52139	RESEARCH DEVELOPMENT & DEMO	54165	NEW EMPLOYEE FINGERPRINT
52150	LEGAL SERVICES/EXPENSES	54166	DOT TESTING PROGRAM
52151	EMPLOYEE BENEFIT ADMIN FEES	54167	EMPLOYEE DEVELOPMENT
52155	ACTIVITY DELIVERY	54169	LIVESCAN
52180	SECURITY SERVICES	54201	PRISONER EXPENSE
52181	VOLUNTEER EXPENSES	54202	MAJOR CRIME INVESTIGATIONS
52301	PROPERTY TAX ADMIN FEE	54203	RECRUITMENT
52304	LAFCO FEES AND PROP TAX EXP	54320	SOFTWARE
52500	TRUSTEE FEES	54330	COMPUTER AND TECHNOLOGY
52510	ADVERTISING & PROMOTION	54500	EQUIP RENTS AND LEASES
52515	ADVERTISING & PUBLICATION	54700	FINES & PENALTIES
52521	LIABILITY INSURANCE PREMIUM	55100	TELEPHONE
52522	LIABILITY & PROPERTY DEDUCT	55200	PG&E
52524	PROPERTY INSURANCE PREMIUM	55210	UTILITIES
52525	WORKER'S COMP. EXPENSE	56100	VEHICLE & EQUIPMENT MAINT. & R
52526	REMIF ASSESSMENT PAYMENTS	56112	EQUIPMENT PARTS FOR RESALE
52527	A.D.P. PREMIUM & DEDUCTIBLE	56120	EQUIPMENT MAINTENANCE & REPAIR
52528	LIABILITY INSURANCE	56125	LAB EQUIP-REPAIR & MAINT.
52529	EARTHQUAKE & FLOOD (DIC)	56130	EXTERNAL SERVICES
52532	SAFETY & TRAINING SUPPORT	56210	FUEL & FLUIDS
52533	UVFA RETIREE HEALTH INS	56300	BUILDING MAINT. & REPAIR
52600	RENT	56410	EQUIPMENT RENTAL - PRIVATE
52601	DATA STORAGE & CONNECTIVITY	56504	FACILITY MAINTENANCE & REPAIR
52602	RENTAL OF CITY PROPERTY	56600	AIRFIELD MAINTENANCE & REPAIR
52841	SUCCESSOR AGENCY ADMIN	57100	LEARNING AND DEVELOPMENT
53000	LAWSUIT SETTLEMENT	57101	CONF & TRAINING-AQUATICS
54100	SUPPLIES	57300	MEMBERSHIPS & SUBSCRIPTIONS

58101 NCPA PLANT GENERATION
58102 NCPA POWER PURCHASES
58103 NCPA TRANSMISSION
58104 NCPA MANAGEMENT SERVICES
58105 NCPA THIRD PARTY SALES
58202 CHEMICALS
58401 AVIATION FUEL
58410 GARAGE LUBRICANTS & PARTS
58510 REIMBURSABLE JOBS
59100 PROPERTY TAXES PAID
59101 FEES
59102 FRANCHISE FEES
59105 CONTRIBUTIONS TO OTHER AGENCY
59106 SENIOR TRASH SUBSIDY
59108 BANK FEES
59400 OTHER EXPENSES
59500 LOANS ISSUED
59502 SCHOLARSHIPS
61200 PURCHASING ALLOCATION
61300 BILLING & COLLECTION ALLOCATIO
61410 RENT ALLOCATION
61420 BUILDING MAINTENANCE ALLOCATIO
61422 IT ALLOCATION
61430 CORP YARD ALLOCATION
61500 INSURANCE ALLOCATION
61600 GARAGE ALLOCATION
61700 DISPATCH
62100 ADMIN & OVERHEAD ALLOCATION
63000 INTERFUND SERVICES USED
70101 LOAN PAYMENTS MADE
70102 BOND INTEREST EXPENSE
70103 LOAN INTEREST
70201 LOAN PRINCIPAL PAYMENTS
70202 BOND PRINCIPAL PAYMENTS
74500 CAPITAL LEASE PRINCIPAL
74501 CAPITAL LEASE INTEREST
80100 MACHINERY & EQUIPMENT
80210 LAND ACQUISITION
80220 BUILDING IMPROVEMENTS
80230 INFRASTRUCTURE
90100 LOAN PROCEEDS
90101 LOAN PAYMENT RECEIVED

List of Checks Presented for Approval on 11/3/2023

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





Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ADAMSON POLICE PRODUCTS	INV404012	KUSSMAUL 20AMP RECEPTACLE, LIVITON RECEPTABLE REPL	\$351.46	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$351.46
	INV404133	HANDHELD SIREN, ION LIGHTS, SPITFIRE DASH LIGHT	\$643.86	10020210-56130	EXTERNAL SERVICES	\$643.86
	INV404278	MOUNT SCENELIGHT	\$937.84	10521210-56130	EXTERNAL SERVICES	\$937.84
	INV404184	L31 TITLE XIII FLAT MT AMBER	\$623.04	84027221-56130	EXTERNAL SERVICES	\$623.04
Vendor Total:						\$2,556.20
ADVANCED SECURITY SYSTEMS	03054880	BANK ERROR RETURN CHECK FEE	\$25.00	20013210-54700	FINES & PENALTIES	\$25.00
	Vendor Total:					\$25.00
ALEC C ALARCON	10/15-28/23	INTERN REIMBURSEMENT	\$450.00	10521210-52181	VOLUNTEER EXPENSES	\$450.00
	Vendor Total:					\$450.00
ALEXANDER DE GRASSI	JULY-SEPT 23	QUARTERLY STIPEN	\$300.00	20010010-51121	PLANNING COMMISSION STIPENDS	\$300.00
	Vendor Total:					\$300.00
ALL-GUARD ALARM SYSTEMS INC	A424977	MONTHLY MONITORING WWTP	\$93.44	84027225-52180	SECURITY SERVICES	\$93.44
	Vendor Total:					\$93.44
ALPHA ANALYTICAL LABORATORIES INC	3082684- UKIAH	COLIFORM, TOTAL & E.COLI SAMPL	\$220.00	82027111-52100	CONTRACTUAL SERVICES	\$220.00
	3083423- UKIAH	COLIFORM, TOTAL & E.COLI SAMPL	\$220.00	82027111-52100	CONTRACTUAL SERVICES	\$220.00
	3085793- UKIAH	COLIFORM, TOTAL & E.COLI SAMPLE	\$220.00	82027111-52100	CONTRACTUAL SERVICES	\$220.00
	3083026- UKIAH	ANALYZE TITLE 22 WATER SAMPLES	\$270.00	82027111-52100	CONTRACTUAL SERVICES	\$270.00
	3086460- UKIAH	COLIFORM, TOTAL & E.COLI SAMPL	\$290.00	82027111-52100	CONTRACTUAL SERVICES	\$290.00
	3075370- UKIAH	ANALYZE TITLE 22 WATER SAMPLES	\$408.00	82027111-52100	CONTRACTUAL SERVICES	\$408.00
	3084223- UKIAH	COLIFORM, TOTAL & E.COLI SAMPLE	\$570.00	82027111-52100	CONTRACTUAL SERVICES	\$570.00
	3075540- UKIAH	ANALYZE TITLE 22 WATER SAMPLES	\$714.00	82027111-52100	CONTRACTUAL SERVICES	\$714.00
	3074961- UKIAH	ANALYZE TITLE 22 WATER SAMPLES	\$2,040.00	82027111-52100	CONTRACTUAL SERVICES	\$2,040.00

List of Checks Presented for Approval on 11/3/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	3075837-UKIAH	ANALYZE TITLE 22 WATER SAMPLES	\$5,104.00	82027111-52100	CONTRACTUAL SERVICES	\$5,104.00
	Vendor Total: -----					\$10,056.00
ALTEC INDUSTRIES INC	12400647	PLACARDS	\$6.23	80026110-56130	EXTERNAL SERVICES	\$6.23
	12405892	PLACARDS	\$26.67	80026110-56130	EXTERNAL SERVICES	\$26.67
	Vendor Total: -----					\$32.90
AMAZON CAPITAL SERVICES, INC	1DRY-CVPP-6DHJ	USB DOCK, HDMI DISPLAYPORT	\$213.32	10024210-54330	COMPUTER AND TECHNOLOGY	\$213.32
	1YCF-JYD7-KFXF	MEMORY CARD	\$136.80	20324100-54330	COMPUTER AND TECHNOLOGY	\$136.80
	1JYM-D7FK-R41J	YOGA MAT, FITNESS TRACKER	\$52.78	20016100-54167	EMPLOYEE DEVELOPMENT	\$52.78
	1J7K-VX9Q-3PM1	SILICONE BYPASS CAP WITH CLAMP, END CAP KIT	\$82.85	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$82.85
	1K47-7WKY-LNM1	AIR FILTER, SAFETY GLASSES, FUEL FILTER	\$312.12	77725200-56130	EXTERNAL SERVICES	\$312.12
	1N4Y-999J-X6KQ	SPECIAL EVENTS SUPPLIES	\$193.48	90000000-23236	FIELD SIGNAGE FEES	\$193.48
	1QFP-4MJQ-M4M4	SPECIAL EVENTS SUPPLIES	\$1,077.81	90000000-23236	FIELD SIGNAGE FEES	\$1,077.81
	1MQC-LM6G-KRQ6	WIRELESS CLAMP METER	\$413.73	20824300-54102	SMALL TOOLS	\$413.73
	1FHX-DQFD-QTVQ	ANGLE SPANNER WRENCH FLANGE	\$15.23	84027225-54102	SMALL TOOLS	\$15.23
	1VRJ-D7RJ-1WYM	SPECIAL EVENTS SUPPLIES	\$45.70	90000000-23256	SPECIAL EVENTS TRUST	\$45.70
	1JRK-HD6J-1DXK	RECHARGEABLE BATTERIES	\$18.50	10020210-54100	SUPPLIES	\$18.50
	1H7F-1LD4-3VJW	COMMUNITY DEVELOPMENT SUPPLIES: HALLOWEEN	\$105.37	10020210-54100	SUPPLIES	\$105.37
	1PDX-DDDT-CQRV	RIBBON YMCKT	\$198.25	10020210-54100	SUPPLIES	\$198.25
	1V73-PNH7-VV7X	SAFETY VESTS	\$77.76	10022810-54100	SUPPLIES	\$77.76
	1XWP-CQ9Q-YGJ3	BLUETOOTH HEADSET	\$138.34	10523600-54100	SUPPLIES	\$138.34
	1X9L-MRWG-GQ1L	RETURN: BEISTLE CASTLE DOOR COVOR & BACKDROP	(\$40.88)	20012800-54100	SUPPLIES	(\$40.88)
	13J4-HJQX-KMGX	MONITOR DESK MOUNTS	\$130.62	20013210-54100	SUPPLIES	\$130.62
	13JD-L914-J471	MONITOR DESK MOUNTS	\$130.62	20013220-54100	SUPPLIES	\$130.62
	1JNF-6XPH-6DKG	DISPLAYPORT CABLE	\$29.37	20013400-54100	SUPPLIES	\$29.37
	1133-V41X-X9NT	FILE FOLDERS	\$22.67	20016100-54100	SUPPLIES	\$22.67

List of Checks Presented for Approval on 11/3/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AMAZON CAPITAL SERVICES, INC	1979-3GNG-731R	DESK ORGANIZER	\$37.22	20016100-54100	SUPPLIES	\$37.22
	1FKP-3TYJ-6W3J	POLO SHIRTS	\$84.32	20016100-54100	SUPPLIES	\$84.32
	1LPD-11G4-WTWF	SCISSORS, DRAWER ORGANIZER, PAPERCLIPS, NOTE PAD	\$72.88	20023510-54100	SUPPLIES	\$72.88
	1FTW-RTK7-C3FH	FATIGUE FLOOR MAT	\$38.82	20620231-54100	SUPPLIES	\$38.82
	1QVJ-H6XN-RMFW	USB CONSOLE CABLE	\$14.80	20913900-54100	SUPPLIES	\$14.80
	16LN-6MNQ-LHG1	DUST MOP & FLOOR SWEEPER	\$65.31	31122000-54100	SUPPLIES	\$65.31
	1PW4-J4M3-R976	PUMPKINFEST SUPPLIES	\$223.39	31622861-54100	SUPPLIES	\$223.39
	1NQD-PWF3-H6PF	STAIN REMOVER SPRAY	\$3.79	73022600-54100	SUPPLIES	\$3.79
	1MM6-9C7R-7YDJ	COFFEE CREAMER	\$6.98	73022600-54100	SUPPLIES	\$6.98
	1PJC-6C6J-9469	DRY ERASE MARKERS	\$27.20	73022600-54100	SUPPLIES	\$27.20
	14PH-NCTK-7G9F	RUBBER BANDS, PENS, STICKY NOTES	\$31.82	73022600-54100	SUPPLIES	\$31.82
	1FQL-JVVH-643G	WHITE BOARD	\$70.76	73022600-54100	SUPPLIES	\$70.76
	1NH4-PWVJ-1PGN	TONER, STICKY NOTES, LABELS, MACHINE TAPE ROLLS	\$544.10	80026400-54100	SUPPLIES	\$544.10
	1G6X-3177-JHQ4	WORK T-SHIRTS	\$163.25	82027114-54100	SUPPLIES	\$81.63
				84027221-54100	SUPPLIES	\$81.62
	1QQN-4WDF-1GTC	FISHING MAGNETS	\$52.64	84027225-54100	SUPPLIES	\$52.64
	1XLL-MT1F-474M	GLASS CLEANER, RAIN X	\$70.18	84027225-54100	SUPPLIES	\$70.18
Vendor Total:					\$4,861.90	
ANDREW SNYDER	TA 11/14 -17/23	TRAVEL ADVANCE	\$558.68	10020210-57100	LEARNING AND DEVELOPMENT	\$558.68
					Vendor Total: \$558.68	
AT&T	2463 SEP 23	FAX SERICES: S STATION	\$55.95	10521210-55100	TELEPHONE	\$55.95
					Vendor Total: \$55.95	
AXON ENTERPRISE INC	INUS195326	AXON FLEET 2 CAR CAMERA 5-YEAR	\$195.33	10020210-54100	SUPPLIES	\$195.33
	INUS196131	AXON AIR BUNDLE (5 YEARS)	\$5,120.16	10020210-54100	SUPPLIES	\$5,120.16
	INUS194409	AXON AIR BUNDLE (5 YEARS)	\$14,745.62	10020210-54100	SUPPLIES	\$14,745.62
	Vendor Total: \$20,061.11					
BKF ENGINEERS	23101229	EAST PERKINS WIDENING PROJECT	\$30,372.65	25224220-80230	INFRASTRUCTURE	\$30,372.65
					Vendor Total: \$30,372.65	

List of Checks Presented for Approval on 11/3/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
BLAKE HYLAND	TA 11/12-16/23	TRAVEL ADVANCE	\$307.00	10521210-57100	LEARNING AND DEVELOPMENT	\$307.00
	TA 11/6-11/23	TRAVEL ADVANCE	\$321.00	10521210-57100	LEARNING AND DEVELOPMENT	\$321.00
					Vendor Total:	\$628.00
BRANDON COLLIS BEGLEY	1/23	ALS MEDICAL DIRECTION OVERSIGHT	\$6,500.00	10521210-52112	M. S. OVERSIGHT	\$5,200.00
				71021100-52112	M. S. OVERSIGHT	\$1,300.00
					Vendor Total:	\$6,500.00
BRENNTAG PACIFIC INC	BPI380910	SODIUM HYDROXIDE FY 22/23	\$6,151.73	82027111-58202	CHEMICALS	\$6,151.73
					Vendor Total:	\$6,151.73
CA SURVEYING & DRAFTING SUPPLY INC	91362571	IJ BOND 1 CAR	\$99.47	10024210-54100	SUPPLIES	\$99.47
					Vendor Total:	\$99.47
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY	INV-2077	CIRA GL AND WC DEDUCTIBLES FOR QUARTER ENDING 9/30	\$52,538.65	20216200-52522	LIABILITY & PROPERTY DEDUCT	\$19,689.95
				20116220-52525	WORKER'S COMP. EXPENSE	\$32,848.70
					Vendor Total:	\$52,538.65
CDW GOVERNMENT INC	MJ08201	SUR PRO9 SW3/16/256 PLT	\$1,715.62	10521210-54330	COMPUTER AND TECHNOLOGY	\$1,715.62
	LW36861	SECURITY FIREWALLS - PAN 440	\$4,290.81	20913901-54331	CONNECTIVITY HARDWARE	\$4,290.81
	LW30850	SECURITY FIREWALLS - PAN 440	\$5,948.96	20913901-54331	CONNECTIVITY HARDWARE	\$5,948.96
					Vendor Total:	\$11,955.39
CHRISTIAN BALLESTRAZZE	TA 10/16-27/23	TRAVEL ADVANCE	\$180.00	10020210-57100	LEARNING AND DEVELOPMENT	\$180.00
					Vendor Total:	\$180.00
CHRISTOPHER NEECE	TA 11/12-15/23	TRAVEL ADVANCE	\$739.15	10020210-57100	LEARNING AND DEVELOPMENT	\$739.15
					Vendor Total:	\$739.15
COFFEE CRITIC INC, THE	R32968	MISC. COFFEE SUPPLIES	\$21.00	77725200-54100	SUPPLIES	\$21.00
					Vendor Total:	\$21.00
COMCAST	1296 OCT 23	INTERNET SERVICES	\$187.75	20913900-55100	TELEPHONE	\$187.75
	9780 OCT 23	INTERNET SERVICES	\$252.46	73022600-55100	TELEPHONE	\$252.46
					Vendor Total:	\$440.21
COMPUTER OPTIONS INC	INV04857	DISASTER RECOVERY - \$28,000-\$3	\$938.75	20913900-52100	CONTRACTUAL SERVICES	\$938.75

List of Checks Presented for Approval on 11/3/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
COMPUTER OPTIONS INC	INV04806	DISASTER RECOVERY - \$28,000-\$3	\$1,491.25	20913900-52100	CONTRACTUAL SERVICES	\$1,491.25
	INV04905	DISASTER RECOVERY - \$28,000-\$3	\$1,690.00	20913900-52100	CONTRACTUAL SERVICES	\$1,690.00
	Vendor Total: -----					\$4,120.00
CONNECTWISE LLC	INV00730989	MANAGE INTERNAL IT BASIC	\$328.37	20913900-54320	SOFTWARE	\$328.37
	INV00751893	MANAGE INTERNAL IT BASIC	\$328.37	20913900-54320	SOFTWARE	\$328.37
	INV00840893	CONNECTWISE PSA PREMIUM	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV00863580	CONNECTWISE PSA PREMIUM	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV00884655	CONNECTWISE PSA PREMIUM	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV00929292	CONNECTWISE PSA PREMIUM	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV00948544	CONNECTWISE PSA PREMIUM	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV00972463	CONNECTWISE PSA PREMIUM	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV00905230	CONNECTWOSE PSA PREMIUM	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV00773683	MANAGE INTERNAL IT BASIC	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV00795626	MANAGE INTERNAL IT PREMIUM	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV00818850	MANAGE INTERNAL IT PREMIUM	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV00932224	AUTOMATE STANDARD INTERNAL IT	\$11,850.00	20913900-54320	SOFTWARE	\$11,850.00
	Vendor Total: -----					\$18,737.44
CREATIVE WORKSHOP	012703	COLOR COPIES, BIND	\$153.51	10023320-52100	CONTRACTUAL SERVICES	\$153.51
	Vendor Total: -----					\$153.51
CYME INTERNATIONAL T & D INC	950779425	CYME SOFTWARE	\$2,070.00	80026400-54320	SOFTWARE	\$2,070.00
	Vendor Total: -----					\$2,070.00
DAN BUFFALO	TR 10/15-17/23	TRAVEL REIMBURSEMENT	\$277.26	20013400-57100	LEARNING AND DEVELOPMENT	\$277.26
	TR 10/1-4/23	TRAVEL REIMBURSEMENT	\$401.85	20013400-57100	LEARNING AND DEVELOPMENT	\$401.85
	Vendor Total: -----					\$679.11
DANIEL STEEL & MACHINE INC	101623-C	CRANE SERVICES AS NEEDED AT WWTP	\$710.00	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$710.00
	Vendor Total: -----					\$710.00
DELL MARKETING LP	10700841550	DELL DOCK	\$242.38	20413500-54330	COMPUTER AND TECHNOLOGY	\$242.38
	10699959382	DELL LATITUDE 5440, BATTERY BACK UP, DOCK	\$2,419.97	20513300-54330	COMPUTER AND TECHNOLOGY	\$2,419.97

List of Checks Presented for Approval on 11/3/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DELL MARKETING LP	10698255727	DELL DOCK, DELL LATITUDE 5440	\$1,971.69	84027225-54330	COMPUTER AND TECHNOLOGY	\$1,971.69
	10700841517	DELL DOCK	\$242.38	20913900-54100	SUPPLIES	\$242.38
	Vendor Total:					\$4,876.42
DETROIT INDUSTRIAL TOOL	597540	6 PACK DUCTLE IRON, DIAMOND BLADE	\$2,548.74	82027114-54100	SUPPLIES	\$1,274.37
				84027221-54100	SUPPLIES	\$1,274.37
	Vendor Total:					\$2,548.74
DIAMOND D CONSTRUCTION	1481	LANDFILL EROSION CONTROL 2023	\$35,422.00	70024500-52100	CONTRACTUAL SERVICES	\$35,422.00
				Vendor Total:		
DJ KEN STEELY ENTERTAINMENT	20231013-A	PUMPKINFEST 2023 DJ SERVICES	\$450.00	31622861-52100	CONTRACTUAL SERVICES	\$450.00
				Vendor Total:		
DOUGLAS ERIC JOHNSON	JULY-SEPT 23	PLANNING COMMISSION STIPENED	\$300.00	20010010-51121	PLANNING COMMISSION STIPENDS	\$300.00
				Vendor Total:		
EDDIE'S COCINA	728591	PUMPKINFEST 2023 FOOD VOUCHERS	\$133.00	31622861-54100	SUPPLIES	\$133.00
				Vendor Total:		
EDUARDO ALVAREZ ZAMUDIO	125665	PUMPKINFEST 2023 FOOD VOUCHERS	\$80.00	31622861-54100	SUPPLIES	\$80.00
				Vendor Total:		
EVAN TUCCI	CLASS A 2023	REIMBURSEMENT: 2023 DMV PERMIT FEE	\$89.00	82027114-54100	SUPPLIES	\$44.50
				84027221-54100	SUPPLIES	\$44.50
				Vendor Total:		
FILETRAIL INC	2023-1178	COLOR CODING LABELS	\$295.00	20010010-54100	SUPPLIES	\$295.00
				Vendor Total:		
FINANCIAL PACIFIC LEASING INC	7245980	FINANCING OF TWO PIERCE ENFORC	\$63,979.74	10000000-74501	CAPITAL LEASE INTEREST	\$6,757.26
				10000000-74500	CAPITAL LEASE PRINCIPAL	\$57,222.48
				Vendor Total:		
FIRST ALARM	776945	RECREATION OFFICE AND POLICE EVIDENCE ROOM	\$267.93	10020210-52180	SECURITY SERVICES	\$134.97
				20824700-52180	SECURITY SERVICES	\$132.96
				Vendor Total:		
FISHER WIRELESS SVCS INC	234587	MAN DOWN BUTTON NOT WORKING	\$588.00	10020210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$588.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FISHER WIRELESS SVCS INC	13439	REMOTE MOUNT CABLE	\$535.16	10020210-56130	EXTERNAL SERVICES	\$535.16
Vendor Total:						\$1,123.16
GENERAL PACIFIC INC	1476865	BOLT 3/4" X 14" SQUARE HEAD W/NUT	\$216.12	80026110-54100	SUPPLIES	\$216.12
Vendor Total:						\$216.12
GOLDEN GATE BRIDGE TOLL	I712386795369	BRIDGE TOLL FEE	\$7.00	84027225-57100	LEARNING AND DEVELOPMENT	\$7.00
Vendor Total:						\$7.00
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CI041276	SEAL, WIPER, CAB DOOR WINDOW	\$22.89	10521210-56130	EXTERNAL SERVICES	\$22.89
	CI041804	LENS, AMBER BULLET	\$44.52	10521210-56130	EXTERNAL SERVICES	\$44.52
	CI041615	WINDOW, GREEN, CAB ROLL UPNDASH, FRONT	\$495.57	10521210-56130	EXTERNAL SERVICES	\$495.57
	CI041499	AKRON COMPOSITE BALL REPAIR KITS	\$640.14	20324100-58510	REIMBURSABLE JOBS	\$640.14
	Vendor Total:					\$1,203.12
GRADY HURN	TR 10/1-6/23	TRAVEL REIMBURSEMENT	\$98.38	80026210-57100	LEARNING AND DEVELOPMENT	\$98.38
Vendor Total:						\$98.38
GRANITE CONSTRUCTION COMPANY	2587592	MISC ROCK & ROAD PATCH MATERIAL	\$781.60	82027114-54100	SUPPLIES	\$56.66
				82027114-54100	SUPPLIES	\$60.43
				82027114-54100	SUPPLIES	\$61.46
				82027114-54100	SUPPLIES	\$104.19
				82027114-54100	SUPPLIES	\$108.04
				84027221-54100	SUPPLIES	\$56.66
				84027221-54100	SUPPLIES	\$60.44
				84027221-54100	SUPPLIES	\$61.47
				84027221-54100	SUPPLIES	\$104.20
				84027221-54100	SUPPLIES	\$108.05
	Vendor Total:					\$781.60
HACH COMPANY	13769560	SYRINGE 5ML, ACETATE STD SOLN	\$374.31	84027225-54103	LAB SUPPLIES	\$374.31
Vendor Total:						\$374.31
HD SUPPLY INC	INV00160816	LMI PUMP HEAD ACRYLIC	\$399.57	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$399.57

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
HD SUPPLY INC	INV00159023	LMI PUMP HEAD ACRYLIC	\$420.81	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$420.81
					Vendor Total:	\$820.38
HERC RENTALS INC	33660494-008	RENTAL OR PURCHASE OF MISC EQUIPMENT	\$3,200.75	82027114-56410	EQUIPMENT RENTAL - PRIVATE	\$1,600.38
				84027221-56410	EQUIPMENT RENTAL - PRIVATE	\$1,600.37
					Vendor Total:	\$3,200.75
HERMANO MOORE	TA 11/13-15/23	TRAVEL ADVANCE	\$54.00	10521210-57100	LEARNING AND DEVELOPMENT	\$54.00
					Vendor Total:	\$54.00
INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	32183/2023	ANNUAL MEMBERSHIP: K LAWLER	\$185.00	20012500-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$185.00
					Vendor Total:	\$185.00
JAMES THOMSEN	BA FY 23/24	BOOT ALLOWANCE	\$300.00	10022100-54100	SUPPLIES	\$300.00
					Vendor Total:	\$300.00
JAVIER F JACINTO	1587	BODY REPAIR/PAINT TO 2016 FORD F350	\$1,694.54	82027111-56130	EXTERNAL SERVICES	\$1,694.54
					Vendor Total:	\$1,694.54
JENNIFER HIGBEE	BA FY 23/24	BOOT ALLOWANCE	\$141.48	82027111-54100	SUPPLIES	\$141.48
					Vendor Total:	\$141.48
JOHNSONS CUSTOM LANDSCAPING INC	03054825	BANK ERROR RETURNED CHECK FEE	\$7.00	20013210-54700	FINES & PENALTIES	\$7.00
					Vendor Total:	\$7.00
JOSEFINA DUENAS	TR 9/19-22/23	TRAVEL REIMBURSEMENT	\$221.00	20010000-57100	LEARNING AND DEVELOPMENT	\$221.00
					Vendor Total:	\$221.00
KONOCITI RIDGE CORPORATION	135254	EXTERMINATOR SERVICES	\$85.00	10521210-56300	BUILDING MAINT. & REPAIR	\$85.00
					Vendor Total:	\$85.00
LARRY WALKER ASSOCIATES INC	00564.08-25	CONSULTING SVCS - NPDES & RECYCLE	\$3,307.75	84027225-52100	CONTRACTUAL SERVICES	\$3,307.75
					Vendor Total:	\$3,307.75
LEXIPOL LLC	INVCOR119810	CORDICOFIRE FIREIGHTER WELLNESS APP	\$5,000.00	10521210-52100	CONTRACTUAL SERVICES	\$4,000.00
				71021100-52100	CONTRACTUAL SERVICES	\$1,000.00
					Vendor Total:	\$5,000.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LG SONIC LLC	2300983	LG SONIC #10500 INTERACTIVE ALGAE CONTROL	\$11,060.40	90000000-20210	BASIC TAX 7.5%	(\$981.61)
				83027330-56120	EQUIPMENT MAINTENANCE & REPAIR	\$981.61
				83027330-56120	EQUIPMENT MAINTENANCE & REPAIR	\$11,060.40
				Vendor Total: -----		
				\$11,060.40		
LIEBERT CASSIDY WHITMORE	252995	LEGAL SERVICES PERTAINING TO E	\$2,242.50	20016100-52150	LEGAL SERVICES/ EXPENSES	\$2,242.50
	252206	LEGAL SERVICES PERTAINING TO E	\$5,812.50	20016100-52150	LEGAL SERVICES/ EXPENSES	\$5,812.50
	Vendor Total: -----			\$8,055.00		
LUCAS MARTIN	000000013	REIMBURSEMENT: BROKEN EYE WEAR ON THE JOB	\$360.00	82027110-54100	SUPPLIES	\$180.00
				84027221-54100	SUPPLIES	\$180.00
				Vendor Total: -----		
MARK HILLIKER	JULY-SEPT 2023	PLANNING COMMISSION STIPENED	\$300.00	20010010-51121	PLANNING COMMISSION STIPENDS	\$300.00
				Vendor Total: -----		
				\$300.00		
MATHESON TRI- GAS INC	0028616623	OXYGEN & MISC. AS NEEDED	\$143.27	20324100-54100	SUPPLIES	\$143.27
				Vendor Total: -----		
MATTHEW HALLIGAN	TA 11/13-15/23	TRAVEL ADVANCE	\$54.00	10521210-57100	LEARNING AND DEVELOPMENT	\$54.00
				Vendor Total: -----		
				\$54.00		
MELTON DESIGN GROUP INC	6409	LANDSCAPE ARCHITECT - RIVERSIDE PARK	\$6,823.44	30522250-80220	BUILDING IMPROVEMENTS	\$6,823.44
				Vendor Total: -----		
MENDO MILL & LUMBER CO	245427/1	PELLETS	\$27.16	10521210-54100	SUPPLIES	\$27.16
	245545/1	YARD TAG SALE, T POST	\$29.09	10521210-54100	SUPPLIES	\$29.09
	245995/1	BOILED LINSEED OIL, EMERY CLOTH, CHIN MARKER	\$41.91	10521210-54100	SUPPLIES	\$41.91
	Vendor Total: -----			\$98.16		
MENDOCINO COUNTY ANIMAL CARE SERVICES	CITYOFUKIAH 1ST QTR	ANIMAL SHELTER SERVICES AND FI	\$10,724.65	10020217-52100	CONTRACTUAL SERVICES	\$10,724.65
				Vendor Total: -----		
MICHAEL WRIGHT	9/11-10/30/23 1	INSTRUCTOR	\$378.00	10022850-52100	CONTRACTUAL SERVICES	\$378.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MICHAEL WRIGHT	9/11-10/30/23	INSTRUCTOR	\$1,365.00	10022850-52100	CONTRACTUAL SERVICES	\$1,365.00
					Vendor Total:	\$1,743.00
MOIRS	03054937	BANK ERROR RETURN CHECK FEE	\$35.00	20013210-54700	FINES & PENALTIES	\$35.00
					Vendor Total:	\$35.00
NANCY SKELLY	1051026	INSTRUCTOR	\$936.00	10022850-52100	CONTRACTUAL SERVICES	\$936.00
					Vendor Total:	\$936.00
NEIL DAVIS	1022MDJG7DK5E	REIMBURESMENT: PLANT DOWNTOWN LANDSCAPING	\$700.91	10022100-54100	SUPPLIES	\$700.91
					Vendor Total:	\$700.91
NEW WORLD MFG INC	23234	REPAIRED 6 HOLES	\$730.00	83027330-52100	CONTRACTUAL SERVICES	\$730.00
					Vendor Total:	\$730.00
NHA ADVISORS LLC	01002	REGISTERED MUNICIPAL FINANCIAL	\$137.50	20013400-52100	CONTRACTUAL SERVICES	\$137.50
	00967	REGISTERED MUNICIPAL FINANCIAL	\$1,481.25	20013400-52100	CONTRACTUAL SERVICES	\$1,481.25
	01086	REGISTERED MUNICIPAL FINANCIAL	\$2,400.00	20013400-52100	CONTRACTUAL SERVICES	\$2,400.00
	00925	REGISTERED MUNICIPAL FINANCIAL	\$17,645.00	20013400-52100	CONTRACTUAL SERVICES	\$17,645.00
					Vendor Total:	\$21,663.75
NICK BARBIERI TRUCKING LLC	0033543-IN	CARDLOCK FUEL PURCHASES	\$555.41	10022100-56210	FUEL & FLUIDS	\$555.41
	CL27215	CARDLOCK FUEL PURCHASES	\$8,780.61	10022100-56210	FUEL & FLUIDS	\$1,396.51
				10023320-56210	FUEL & FLUIDS	\$195.57
				10024620-56210	FUEL & FLUIDS	\$1,603.54
				20012200-56210	FUEL & FLUIDS	\$8.73
				20324100-56210	FUEL & FLUIDS	\$86.73
				20513382-56210	FUEL & FLUIDS	\$169.12
				80026400-56210	FUEL & FLUIDS	\$1,863.85
				82027111-56210	FUEL & FLUIDS	\$631.34
				82027114-56210	FUEL & FLUIDS	\$646.48
				82027114-56210	FUEL & FLUIDS	\$840.61
				84027221-56210	FUEL & FLUIDS	\$550.70
				84027221-56210	FUEL & FLUIDS	\$716.07
				84027225-56210	FUEL & FLUIDS	\$71.36

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
NICK BARBIERI TRUCKING LLC	0068167-IN	CARDLOCK FUEL PURCHASES	\$2,225.38	82027114-56210	FUEL & FLUIDS	\$2,225.38
					Vendor Total:	\$11,561.40
NOR-CAL RECYCLED ROCK & AGGREGATES INC	21741	MISC ROCK & ROAD PATCH MATERIA	\$372.17	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$372.17
					Vendor Total:	\$372.17
ONE TIME PAY VENDOR	101423	PUMKINFEST BOOTH REFUND: VOCALITY COMMUNITY CREDIT	\$75.00	31622861-48110	MISCELLANEOUS RECEIPTS	\$75.00
	003297	REC REFUND: KARINA COLLINS	\$93.50	10022850-44915	RECREATION PROGRAM INCOME	\$93.50
					Vendor Total:	\$168.50
ONESOURCE DISTRIBUTORS LLC	S7251210.003	162LR-B-5240 ELBOW LDBRK 1/0	\$1,838.25	80000000-12104	INVENTORY - PURCHASES	\$1,838.25
					Vendor Total:	\$1,838.25
OREILLY AUTO PARTS	SC04346102	FINANCE CHARGE/LATE INV. 2707-193224	\$20.98	82027111-56300	BUILDING MAINT. & REPAIR	\$20.98
	2707-225795	RETURN-PCV HOSE, EMISSION HOSE, HEATER HOSE	(\$173.85)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$173.85)
	2707-228134	RETURN-BRAKE BOLT KIT, CORE RETURN	(\$50.45)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$50.45)
	2707-224882	CORE RETURNS	(\$44.00)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$44.00)
	2707-228844	CORE RETURNS	(\$44.00)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$44.00)
	2707-226932	CORE RETURN	(\$22.00)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$22.00)
	2707-228018	CORE RETURN	(\$22.00)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$22.00)
	2707-224710	RECEIVER, PINS AND CLIPS	\$52.76	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$52.76
	2707-221338	RETURN: HUB ASSEMBLY	(\$221.97)	10020210-56130	EXTERNAL SERVICES	(\$221.97)
	2707-222227	LIGHT	\$44.97	10020210-56130	EXTERNAL SERVICES	\$44.97
	2707-228942	WIPER BLADES	\$57.62	10020210-56130	EXTERNAL SERVICES	\$28.81
				84027225-56130	EXTERNAL SERVICES	\$28.81
	2707-228230	BATTERY, CORE CHARGE, WIPER BLADES	\$207.71	10020210-56130	EXTERNAL SERVICES	\$207.71
	2707-228250	BATTERY, CORE CHARGE	\$282.22	10020210-56130	EXTERNAL SERVICES	\$282.22

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OREILLY AUTO PARTS	2707-228732	WIPER BLADES	\$966.33	10020210-56130	EXTERNAL SERVICES	\$322.11
				10022100-56130	EXTERNAL SERVICES	\$322.11
				10521210-56130	EXTERNAL SERVICES	\$322.11
	2707-228533	W/O GASKET, THERMO GASKET	\$5.97	10022100-56130	EXTERNAL SERVICES	\$5.97
	2707-228520	MICRO-V BELT	\$26.86	10022100-56130	EXTERNAL SERVICES	\$26.86
	2707-228346	OIL PAN GASKET, TIMING COVER SET	\$34.60	10022100-56130	EXTERNAL SERVICES	\$34.60
	2707-222378	ROCKER SWITCH	\$50.03	10022100-56130	EXTERNAL SERVICES	\$50.03
	2707-221998	BATTERY, CORE CHARGE, FUEL FILTER	\$69.44	10022100-56130	EXTERNAL SERVICES	\$69.44
	2707-224123	WIPER BLADES	\$177.60	10022810-56130	EXTERNAL SERVICES	\$177.60
	2707-224244	BATTERY, CORE CHARGE	\$210.08	10022810-56130	EXTERNAL SERVICES	\$210.08
	2707-226843	WIPER BLADES	\$44.40	10023320-56130	EXTERNAL SERVICES	\$44.40
	2707-224128	WIPER BLADES	\$43.99	10024210-56130	EXTERNAL SERVICES	\$43.99
	2707-224242	DISC PAD SET	\$56.46	10024620-56130	EXTERNAL SERVICES	\$56.46
	2707-228000	BATTERY, CORE CHARGE	\$170.34	10024620-56130	EXTERNAL SERVICES	\$170.34
	2707-229266	RETURN-BRAKE ROTORS	(\$138.27)	10521210-56130	EXTERNAL SERVICES	(\$138.27)
	2707-225762	CIRCUIT BREAKER	\$6.47	10521210-56130	EXTERNAL SERVICES	\$6.47
	2707-229094	BRAKE ROTORS	\$136.09	10521210-56130	EXTERNAL SERVICES	\$136.09
	2707-226706	BATTERY, CORE CHARGE	\$140.52	10521210-56130	EXTERNAL SERVICES	\$140.52
	2707-229076	BRAKE ROTORS, DISC PAD SET	\$214.56	10521210-56130	EXTERNAL SERVICES	\$214.56
	2707-228791	WIPER BLADES	\$244.20	10521210-56130	EXTERNAL SERVICES	\$244.20
	2707-224760	BATTERY, CORE CHARGE	\$340.69	10521210-56130	EXTERNAL SERVICES	\$340.69
	2707-224243	LICENSE LIGHT	\$5.04	20324100-56130	EXTERNAL SERVICES	\$5.04
	2707-221325	STANDARD PIGTAIL SOCKET	\$10.78	80026110-56130	EXTERNAL SERVICES	\$10.78
	2707-225776	WHEEL SEAL	\$17.38	80026110-56130	EXTERNAL SERVICES	\$17.38
	2707-226332	BRAKE BOLT KIT	\$20.34	80026110-56130	EXTERNAL SERVICES	\$20.34
	2707-224845	AIR CONTROL VALVE	\$54.63	80026110-56130	EXTERNAL SERVICES	\$54.63
	2707-226340	BRACKETED CALIPER, CORE CHARGE	\$109.75	80026110-56130	EXTERNAL SERVICES	\$109.75
	2707-225755	DISC PAD SETS	\$136.46	80026110-56130	EXTERNAL SERVICES	\$136.46
	2707-224093	ENGINE MOUNTS, HEATER HOSES, EMISSION HOSE	\$382.46	80026110-56130	EXTERNAL SERVICES	\$382.46

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OREILLY AUTO PARTS	2707-225745	BRAKE ROTORS	\$470.34	80026110-56130	EXTERNAL SERVICES	\$470.34
	2707-226117	BRAKE ROTORS, BRAKE PADS	\$312.20	82027111-56130	EXTERNAL SERVICES	\$312.20
	2707-226945	WIPER BLADES	\$471.36	84027221-56130	EXTERNAL SERVICES	\$471.36
	2707-228724	WINDOW REGULATOR ASSEMBLY	\$150.66	84027225-56130	EXTERNAL SERVICES	\$150.66
	2707-225816	BRAKE PAD SPREADER, CALIPER HANGER	\$352.66	20324100-54102	SMALL TOOLS	\$352.66
	2707-229161	AIR PLUG	\$2.03	20324100-54100	SUPPLIES	\$2.03
	2707-229074	AIR PLUG	\$4.05	20324100-54100	SUPPLIES	\$4.05
Vendor Total:						\$5,388.49
OWEN EQUIPMENT SALES	00061525	BULLDOG ROTOJET WITH SKID	\$3,745.30	84027221-54100	SUPPLIES	\$3,745.30
	Vendor Total:					\$3,745.30
PACE SUPPLY CORPORATION	028991307	1.2 GPM ADA MPU CHATEAU MOEN	\$152.98	20824700-56300	BUILDING MAINT. & REPAIR	\$152.98
	028943956	RETRO FIT SENSOR BATTERY SIGNAL FLASH SMO	\$965.92	20824700-56300	BUILDING MAINT. & REPAIR	\$965.92
	028953548	UNION PRV WATTS	\$226.62	82027111-56300	BUILDING MAINT. & REPAIR	\$226.62
	029016728	GALVANIZED NIPPLES	\$404.37	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$404.37
	028956663	CLOSET REPAIR KIT SLOAN, 1 1/2 TS ROYAL SLOAN	\$265.37	10022100-54100	SUPPLIES	\$265.37
	029024494	POLYWRAP BLACK 20" X 400	\$340.36	84027221-54100	SUPPLIES	\$340.36
Vendor Total:						\$2,355.62
PG&E CO	3822-9 SEP 23	PACIFIC GAS & ELECTRIC	\$8,208.83	84027225-55200	PG&E	\$2,355.79
				10022100-55210	UTILITIES	\$8.11
				10022300-55210	UTILITIES	\$26.08
				10022700-55210	UTILITIES	\$8.65
				20824700-55210	UTILITIES	\$137.07
				70024500-55210	UTILITIES	\$740.76
				73022600-55210	UTILITIES	\$16.67
				73022600-55210	UTILITIES	\$64.94
				77725200-55210	UTILITIES	\$36.11
				82027111-55210	UTILITIES	\$4,773.69

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PG&E CO	3822-9 SEP 23	PACIFIC GAS & ELECTRIC	\$8,208.83	84027221-55210	UTILITIES	\$40.96
					Vendor Total:	\$8,208.83
PHILIP ANDREW WILLIAMS	32	WATER RIGHTS LEGAL COUNSEL	\$4,350.00	82027110-52150	LEGAL SERVICES/ EXPENSES	\$4,350.00
	31	WATER RIGHTS LEGAL COUNSEL	\$6,212.50	82027110-52150	LEGAL SERVICES/ EXPENSES	\$6,212.50
					Vendor Total:	\$10,562.50
PITNEY BOWES BANK INC	NOV 23	PRE-PAID POSTAGE	\$6,500.00	10000000-10301	PRE-PAID POSTAGE	\$6,500.00
					Vendor Total:	\$6,500.00
PR DIAMOND PRODUCTS INC	0065394-IN	GEN PURPSE BLADE, PRUNING BLADE	\$896.00	82027114-54100	SUPPLIES	\$448.00
				84027221-54100	SUPPLIES	\$448.00
					Vendor Total:	\$896.00
PUBLIC SERVICE DEPARTMENT	4874	SERVICES PROVIDED TO MSWMA	\$5,400.00	92000000-52134	GENERAL ADMIN	\$5,400.00
	4873	SERVICES PROVIDED TO MSWMA	\$10,800.00	92000000-52134	GENERAL ADMIN	\$10,800.00
	4875	SERVICES PROVIDED TO MSWMA	\$19,800.00	92000000-52134	GENERAL ADMIN	\$19,800.00
					Vendor Total:	\$36,000.00
RAY C STARKEY	1006055	HATS/EMBROIDERY SERVICES: BUILDING INSPECTION	\$99.09	10023320-54100	SUPPLIES	\$99.09
					Vendor Total:	\$99.09
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	23-9 HEALTHCOMP	OCT 23 REMIF MEDICAL, DENTAL & VISION INSURANCE	\$332,522.64	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$455.00
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$2,415.88
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$5,864.00
				20700000-20520	P/R DEDUCT.- MEDICAL INS	\$304,088.00
				20700000-20510	REMIF DENTAL	\$19,369.16
				20700000-20511	REMIF VISION	\$330.60
	23-09 EAP	SEP EAP INSURANCE, AUG DEDUCTIONS	\$582.20	20700000-20520	P/R DEDUCT.- MEDICAL INS	\$582.20
	23-10 EAP	OCT EAP INSURANCE/SEP DEDUCTIONS	\$589.30	20700000-20520	P/R DEDUCT.- MEDICAL INS	\$589.30
					Vendor Total:	\$333,694.14
REOA LTD	257	OFFICIATING OF ADULT SOFTBALL	\$3,390.00	10022822-52100	CONTRACTUAL SERVICES	\$3,390.00
					Vendor Total:	\$3,390.00

List of Checks Presented for Approval on 11/3/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RINEHART OIL INC	CL41836	FUEL CARD SERVICES AS NEEDED	\$4,229.24	10020210-56210	FUEL & FLUIDS	\$4,229.24
	CL41860	FUEL CARD CHARGES AS NEEDED	\$883.34	10022100-56210	FUEL & FLUIDS	\$883.34
	CL41541	FUEL CARD CHARGES AS NEEDED	\$4,149.62	10521210-56210	FUEL & FLUIDS	\$3,462.96
				10523600-56210	FUEL & FLUIDS	\$112.26
				71021100-56210	FUEL & FLUIDS	\$574.40
	CL41824	FUEL CARD CHARGES AS NEEDED	\$148.47	20324100-56210	FUEL & FLUIDS	\$148.47
	CL41835	FUEL CARD CHARGES AS NEEDED	\$2,619.02	80026400-56210	FUEL & FLUIDS	\$2,619.02
	CL41787	FUEL CARD CHARGES AS NEEDED	\$2,392.04	82027114-56210	FUEL & FLUIDS	\$1,291.71
				84027221-56210	FUEL & FLUIDS	\$1,100.33
	Vendor Total:					\$14,421.73
RYAN MICHEL	TA 10/16-27/23	TRAVEL ADVANCE	\$180.00	10020210-57100	LEARNING AND DEVELOPMENT	\$180.00
					Vendor Total:	
SAFEWAY INC	OCT 23	MISC. PURCHASES AS REQUIRED	\$755.39	10020210-54100	SUPPLIES	\$15.61
				10020210-54100	SUPPLIES	\$62.98
				10020210-54100	SUPPLIES	\$122.04
				10022822-54100	SUPPLIES	\$109.26
				10022840-54100	SUPPLIES	\$228.81
				20010000-54100	SUPPLIES	\$80.60
				73022600-54100	SUPPLIES	\$20.88
				73022600-54100	SUPPLIES	\$22.72
				73022600-54100	SUPPLIES	\$32.74
				73022600-54100	SUPPLIES	\$35.29
				77725200-54100	SUPPLIES	\$24.46
				Vendor Total:		
SCOTT BRANSON	TA 11/12-17/23	TRAVEL ADVANCE	\$2,024.67	80026220-57100	LEARNING AND DEVELOPMENT	\$2,024.67
					Vendor Total:	
SHERI MANNION	TA 11/14-18/23	TRAVEL ADVANCE	\$745.52	20016100-57100	LEARNING AND DEVELOPMENT	\$745.52
					Vendor Total:	

List of Checks Presented for Approval on 11/3/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SIGNATURE AVIATION US HOLDINGS INC	7750213	JET A FUEL	\$30,091.08	77725200-58401	AVIATION FUEL	\$30,091.08
					Vendor Total:	\$30,091.08
SONOMA COUNTY SHERIFF'S DEPT	9856	COUNTY WIDE BOMB SQUAD SERVICE	\$12,305.00	10020210-52100	CONTRACTUAL SERVICES	\$12,305.00
					Vendor Total:	\$12,305.00
SOUTHWEST SOLUTIONS GROUP INC	123932-1	LABELING SYSTEM	\$1,801.13	10020210-54320	SOFTWARE	\$1,801.13
					Vendor Total:	\$1,801.13
SPIRO'S GYROS	101423	PUMPKINFEST MEAL VOUCHERS 2023	\$163.00	31622861-54100	SUPPLIES	\$163.00
					Vendor Total:	\$163.00
STEVEN RATLEY	2202.1-001	HASTINGS INTERIOR DESIGN REWOR	\$7,425.00	80126100-80230	INFRASTRUCTURE	\$7,425.00
					Vendor Total:	\$7,425.00
THAO PHI	JUL-SEP 23	PLANNING COMMISION STIPEND	\$300.00	20010010-51121	PLANNING COMMISSION STIPENDS	\$300.00
					Vendor Total:	\$300.00
THOMAS CORNING JR	TA 11/12-17/23	TRAVEL ADVANCE	\$910.50	10020210-57100	LEARNING AND DEVELOPMENT	\$910.50
					Vendor Total:	\$910.50
TOM PONTON INDUSTRIES INC	27146-52043	CALIBRATION TEST OF 17 FLOW METERS	\$2,500.00	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2,500.00
					Vendor Total:	\$2,500.00
TUFTS POLYGRAPH & INVESTIGATION	2023-853 (A)	POLYGRAPH & INVESTIGATION SERVICES	\$1,150.00	10020210-54161	BACKGROUND & PHYSICALS	\$1,150.00
					Vendor Total:	\$1,150.00
TURF STAR INC	7303732-00	SWITCH	\$123.34	10022100-56130	EXTERNAL SERVICES	\$123.34
					Vendor Total:	\$123.34
UKIAH DAILY JOURNAL	0006771878	PUBLISHING SERVICES FY 23/24	\$46.56	10521210-52150	LEGAL SERVICES/ EXPENSES	\$46.56
					Vendor Total:	\$46.56
UKIAH TROPHIES & GIFTS	186564	HOODIES: PARKS DEPT	\$617.32	10022100-54100	SUPPLIES	\$617.32
	186560	ADULT SOFTBALL PLAQUES	\$1,630.95	10022822-54100	SUPPLIES	\$1,630.95
	186566	ADULT SOFTBALL T-SHIRTS	\$2,012.01	10022822-54100	SUPPLIES	\$2,012.01
	186551	DAY CAMP SHIRTS	\$300.72	10022840-54100	SUPPLIES	\$300.72
					Vendor Total:	\$4,561.00

List of Checks Presented for Approval on 11/3/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UNITED SITE SERVICES	114-13657812	PORTABLE TOILET RENTAL CONTRAC	\$174.44	10022832-52100	CONTRACTUAL SERVICES	\$174.44
					Vendor Total:	\$174.44
VERIZON WIRELESS	9946943988	DATA & EMERGENCY LOANER PHONES	\$44.32	92000000-52100	CONTRACTUAL SERVICES	\$44.32
	9947278045	DATA & EMERGENCY LOANER PHONES	\$2,650.68	80126100-80100	MACHINERY & EQUIPMENT	\$152.04
				10022100-55100	TELEPHONE	\$198.05
				10022300-55100	TELEPHONE	\$38.01
				10022810-55100	TELEPHONE	\$78.00
				10022840-55100	TELEPHONE	\$38.01
				10023100-55100	TELEPHONE	\$38.01
				10024210-55100	TELEPHONE	\$69.69
				10024620-55100	TELEPHONE	\$28.51
				20012100-55100	TELEPHONE	\$38.01
				20913900-55100	TELEPHONE	\$464.13
				70024500-55100	TELEPHONE	\$28.51
				77725200-55100	TELEPHONE	\$198.05
				80026210-55100	TELEPHONE	\$38.01
				80026400-55100	TELEPHONE	\$276.08
				82027110-55100	TELEPHONE	\$110.86
				82027111-55100	TELEPHONE	\$38.01
				82027114-55100	TELEPHONE	\$300.14
				84027221-55100	TELEPHONE	\$466.31
				84027225-55100	TELEPHONE	\$52.25
					Vendor Total:	\$2,695.00
WILLOW COUNTY WATER DIST	40351 OCT 23	WATER SERVICE: 1640 S STATE ST	\$106.54	31122000-55210	UTILITIES	\$106.54
	40353 OCT 23	WATER SERVICE: 1640 S STATE ST	\$152.24	31122000-55210	UTILITIES	\$152.24
	81154 OCT 23	WATER SERVICE: SEWER TREATMENT	\$120.62	84027225-55210	UTILITIES	\$120.62
					Vendor Total:	\$379.40
INVOICE TOTAL:						\$873,370.54

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

MJR

Signature

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AARON HENRY O'BRIEN	10/28-29/23	INSTRUCTOR	\$668.50	10022850-52100	CONTRACTUAL SERVICES	\$668.50
					Vendor Total:	\$668.50
ADAMSON POLICE PRODUCTS	INV404334	HAND HELD SIREN, RED/BLUE LED DASH LIGHT	\$182.67	10020210-56130	EXTERNAL SERVICES	\$182.67
					Vendor Total:	\$182.67
ALAMEDA COUNTY SHERIFFS OFFICE	4/22-5/3/24	REGISTRATION: C PARDINI	\$1,031.00	10020210-57100	LEARNING AND DEVELOPMENT	\$1,031.00
					Vendor Total:	\$1,031.00
ALTEC INDUSTRIES INC	12408119	MANUAL MAINTENANCE AND PARTS	\$126.70	80026110-56130	EXTERNAL SERVICES	\$126.70
					Vendor Total:	\$126.70
AMAZON CAPITAL SERVICES, INC	197D-HRM9-6HHP	CHRISTMAS LIGHTS	\$1,604.22	10022100-54100	SUPPLIES	\$1,604.22
	1RRY-MWXP-XQ1L	WRITING NOTE PAD	\$10.55	10023320-54100	SUPPLIES	\$10.55
	1WKN-QGW6-JHNC	PENS	\$20.68	10023320-54100	SUPPLIES	\$20.68
	11WQ-63C6-HYPH	FILE CABINET	\$161.78	20023510-54100	SUPPLIES	\$161.78
	17PX-NKFV-DVLQ	MOUSE PAD	\$52.24	20913900-54100	SUPPLIES	\$52.24
	16PH-174K-K4TK	BISSELL CARPET CLEARNER, 3 YR PROTECTION PLAN	\$249.23	73022600-54100	SUPPLIES	\$249.23
	14T1-YK6X-94CP	MITEL 5330 IP PHONE,	\$143.72	80026400-54100	SUPPLIES	\$143.72
					Vendor Total:	\$2,242.42
ARB INC	SF25772	FIRE MITIGATION UNDERGROUNDING	\$170,514.40	80126100-80230	INFRASTRUCTURE	\$170,514.40
					Vendor Total:	\$170,514.40
AT&T	000020760148	T1 TO INTERSET FOR DOJ/CLETS	\$284.97	10020210-55100	TELEPHONE	\$142.49
				20620231-55100	TELEPHONE	\$142.48
	2799 NOV 23	INTERNET	\$124.55	10022100-55100	TELEPHONE	\$124.55
	3138 OCT 23	DSL FOR 911 REMOTE SUPPORT	\$251.45	20620231-55100	TELEPHONE	\$251.45
	000020758669	FIBER INTERNET GATEWAY	\$1,438.36	20913900-55100	TELEPHONE	\$1,438.36
					Vendor Total:	\$2,099.33

List of Checks Presented for Approval on 11/9/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CANTEEN SERVICE	5975:030894	MISC. FOOD ITEMS AS NEEDED	\$45.00	10020210-54100	SUPPLIES	\$22.50
				20620231-54100	SUPPLIES	\$22.50
				Vendor Total:		\$45.00
CASTINO RESTAURANT EQUIPMENT & SUPPLY, INC	11/01/2023	REFRIDGERATOR	\$1,508.60	73022600-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,000.00
				73022600-54100	SUPPLIES	\$508.60
				Vendor Total:		\$1,508.60
CDW GOVERNMENT INC	MN06653	APC SMART UPS SRT 3KVA W/5K TF	\$4,675.06	20824700-56300	BUILDING MAINT. & REPAIR	\$4,675.06
	MJ94761	APC SMART UPS 1500VA LCD 120V	\$1,186.33	20913900-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,186.33
				Vendor Total:		\$5,861.39
CHRISTOPHER BARTHOLF	CLASS A 2023	REIMBURSEMNT: PERMIT CLASS A LICENSE 2023	\$90.87	10024620-57100	LEARNING AND DEVELOPMENT	\$90.87
				Vendor Total:		\$90.87
CHRISTOPHER MANN	TR 10/25/23	TRAVEL REIMBURSEMENT	\$18.00	10020210-57100	LEARNING AND DEVELOPMENT	\$18.00
				Vendor Total:		\$18.00
CHRISTOPHER PARDINI	TR 10/30-11/1/23	TRAVEL REIMURSEMENT	\$54.00	10020210-57100	LEARNING AND DEVELOPMENT	\$54.00
				Vendor Total:		\$54.00
CHROMA-GRAPHICS	95190	BUSINESS CARDS: A TRINCADO	\$72.62	20023510-54100	SUPPLIES	\$72.62
				Vendor Total:		\$72.62
CITIBANK N.A.	62805G	RETURN EMPLOYEE DEVELOPMENT SUPPLIES	(\$3.47)	20016100-54167	EMPLOYEE DEVELOPMENT	(\$3.47)
	16844G	EMPLOYEE DEVELOPMENT SUPPLIES	\$3.47	20016100-54167	EMPLOYEE DEVELOPMENT	\$3.47
	54769G	BIRTHDAY SUPPLIES	\$41.97	20016100-54167	EMPLOYEE DEVELOPMENT	\$41.97
	8074714089	REGISTRATION: C CROOK	\$25.00	10020210-57100	LEARNING AND DEVELOPMENT	\$25.00
	0272350387502	AIRFARE: D MENDEZ	\$187.80	20413500-57100	LEARNING AND DEVELOPMENT	\$187.80
	FHIHGA	AIRFRE: M FISETTE	\$187.80	20413500-57100	LEARNING AND DEVELOPMENT	\$187.80
	FHNBOI	AIRFARE: M FISETTE	\$227.90	20413500-57100	LEARNING AND DEVELOPMENT	\$227.90

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CITIBANK N.A.	639083538	CAPPO MEMBERSHIP: M FISETTE	\$495.00	20413500-57100	LEARNING AND DEVELOPMENT	\$495.00
	0272350346980	AIRFARE: K NORRIS	\$227.90	20513530-57100	LEARNING AND DEVELOPMENT	\$227.90
Vendor Total:						\$1,393.37
COMCAST	5488 OCT 23	INTERNET SERVICES	\$118.42	10521210-55100	TELEPHONE	\$118.42
	1067 OCT 23	INTERNET SERVICES	\$300.57	10521210-55100	TELEPHONE	\$300.57
Vendor Total:						\$418.99
CREATIVE WORKSHOP	011115	COPIES	\$383.24	10023320-52100	CONTRACTUAL SERVICES	\$383.24
	Vendor Total:					\$383.24
CUMMINS INC	Y7-7365	OIL, FUEL FILTERS	\$313.58	84027221-56130	EXTERNAL SERVICES	\$313.58
	Vendor Total:					\$313.58
D WALTER K BARR	6498	DOT PHYSICALS	\$120.00	20016100-54161	BACKGROUND & PHYSICALS	\$120.00
	Vendor Total:					\$120.00
DANIEL STEEL & MACHINE INC	102523-C	CRANE SERVICES AS NEEDED AT WWTP	\$710.00	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$710.00
	16422	BANK ERROR RETURN CHECK FEE	\$25.00	20013210-54700	FINES & PENALTIES	\$25.00
Vendor Total:						\$735.00
DARLENE R SIMPSON	11188	SACRIFICATION/DEEP RIPPING NORTH POND AND MIDDLE P	\$33,350.00	84027225-52100	CONTRACTUAL SERVICES	\$33,350.00
	Vendor Total:					\$33,350.00
DAVID BRIAN JANKOVSKY	I2023-10-27-23	PM/INSPECTION FOR MUSEUM RE-RO	\$10,020.00	20824700-80220	BUILDING IMPROVEMENTS	\$10,020.00
	Vendor Total:					\$10,020.00
DC ELECTRIC GROUP INC	471327	M1064 - TS RESPONSE	\$2,655.95	10024214-52100	CONTRACTUAL SERVICES	\$2,655.95
	Vendor Total:					\$2,655.95
DEEP VALLEY SECURITY	412429 6	SECURITY SYSTEM MONITORING AT OBSERVATORY	\$54.95	10022100-52180	SECURITY SERVICES	\$54.95
	412429	ALARM SERVICES PER ATTACHED CO	\$229.65	10022100-52180	SECURITY SERVICES	\$26.95
				10022100-52180	SECURITY SERVICES	\$29.95
				10022700-52180	SECURITY SERVICES	\$42.95
				20824700-52180	SECURITY SERVICES	\$42.95
				73022600-52180	SECURITY SERVICES	\$19.95
				73022600-52180	SECURITY SERVICES	\$21.95

List of Checks Presented for Approval on 11/9/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DEEP VALLEY SECURITY	412429	ALARM SERVICES PER ATTACHED CO	\$229.65	82027111-52180	SECURITY SERVICES	\$20.00
				82027111-52180	SECURITY SERVICES	\$24.95
	412429 4	SECURITY UPGRADE & MONITORING/ SUN HOUSE	\$42.95	10022700-52180	SECURITY SERVICES	\$42.95
	412429 1	MONITORING - SOFTBALL COMPLEX	\$32.95	10022822-52180	SECURITY SERVICES	\$32.95
	412429 3	SECURITY MONITORING SVCS - GARAGE	\$46.95	20824300-52180	SECURITY SERVICES	\$46.95
	412429 2	SECURITY MONITORING SVCS - STR	\$49.95	20824300-52180	SECURITY SERVICES	\$49.95
	412429 5	UPGRADE SECURITY SYSTEM FOR EL	\$62.95	20824300-52180	SECURITY SERVICES	\$62.95
	Vendor Total:					\$520.35
DONALD PHILLIPS HILL JR	NOV 23	PARKS DEPT. OFFICE LEASE - 185	\$1,514.00	10022100-52600	RENT	\$1,514.00
					Vendor Total:	
EBA ENGINEERING	54313	TASK 2B - THIRD QUARTER 2023 DETECTION MONITORING	\$9,135.00	70024500-52100	CONTRACTUAL SERVICES	\$9,135.00
					Vendor Total:	
EFAX CORPORATE	4484713	EFAX SERVICES	\$151.02	20012200-52100	CONTRACTUAL SERVICES	\$151.02
	4639966	EFAX SERVICES	\$159.90	20012200-52100	CONTRACTUAL SERVICES	\$159.90
	4671451	EFAX SERVICES	\$159.90	20012200-52100	CONTRACTUAL SERVICES	\$159.90
	Vendor Total:					\$470.82
ENHANCED VEHICLE APPLICATIONS LLC	INV159631	MONTHLY DATA SERVICE	\$180.00	10020210-52100	CONTRACTUAL SERVICES	\$180.00
					Vendor Total:	
EUREKA OXYGEN CO	484865	EQUIPMENT MAINTENANCE	\$86.00	20824700-56300	BUILDING MAINT. & REPAIR	\$86.00
	484868	EQUIPMENT MAINTENANCE	\$305.77	31122000-56120	EQUIPMENT MAINTENANCE & REPAIR	\$305.77
	484745	EQUIPMENT MAINTENANCE	\$1,123.92	10022100-54100	SUPPLIES	\$1,123.92
	Vendor Total:					\$1,515.69
EVOQUA WATER TECHNOLOGIES LLC	906108467	WEAR STRIP, SQUEEGEE, FLIGHT DIAMOND	\$3,858.22	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3,858.22
					Vendor Total:	
FISHER WIRELESS SVCS INC	234657	MAN DOWN BUTTON	\$588.00	10020210-56130	EXTERNAL SERVICES	\$588.00
					Vendor Total:	

List of Checks Presented for Approval on 11/9/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FISHMAN SUPPLY CO	1422064	TOWELS, BATH TISSUE, MOP HEAD	\$750.93	20012200-54100	SUPPLIES	\$750.93
					Vendor Total:	----- \$750.93
GINA GRECO	10/3-31/23	INSTRUCTOR	\$1,004.50	10022850-52100	CONTRACTUAL SERVICES	\$1,004.50
					Vendor Total:	----- \$1,004.50
GOLDEN GATE BRIDGE TOLL	1712283759298	BRIDGE TOLL FEES	\$7.00	80026400-57100	LEARNING AND DEVELOPMENT	\$7.00
					Vendor Total:	----- \$7.00
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CI041872	WITCH, TURN SIGNAL AND LEVER KIT	\$254.69	10521210-56130	EXTERNAL SERVICES	\$254.69
					Vendor Total:	----- \$254.69
GRAINGER INC	9889080843	TUBING	\$166.18	80026220-54100	SUPPLIES	\$166.18
	9888095313	ABSORB SOCK OILBASED LIQUID	\$212.37	80026220-54100	SUPPLIES	\$212.37
					Vendor Total:	----- \$378.55
GRANITE CONSTRUCTION COMPANY	2594183	MISC ROCK & ROAD PATCH MATERIAL	\$1,620.72	82027114-54100	SUPPLIES	\$810.36
				84027221-54100	SUPPLIES	\$810.36
					Vendor Total:	----- \$1,620.72
GRAYBAR ELECTRIC CO INC	9334353593	(U-B36-F) BOX, POLYMER CONCRET	\$31,963.09	80000000-12104	INVENTORY - PURCHASES	\$31,963.09
					Vendor Total:	----- \$31,963.09
GREEN BLADE ECOMMERCE LLC	MENDEZ-090823	ASHRAE CELL	\$1,431.76	20824700-54100	SUPPLIES	\$1,431.76
					Vendor Total:	----- \$1,431.76
HACH COMPANY	13731836	AT1000 POTENTIOMETER TITRATOR	\$5,924.98	84027225-56125	LAB EQUIP-REPAIR & MAINT.	\$5,924.98
					Vendor Total:	----- \$5,924.98
HERC RENTALS INC	34078890-001	RENTAL OR PURCHASE OF MISC EQUIPMENT	\$2,137.14	84027225-56410	EQUIPMENT RENTAL - PRIVATE	\$2,137.14
					Vendor Total:	----- \$2,137.14
HERON INNOVATORS, INC	HER10323-2	265 LB TOTES OF SURFACTANT AO1W	\$10,268.83	84027225-58202	CHEMICALS	\$10,268.83
					Vendor Total:	----- \$10,268.83
HILDEBRAND CONSULTING LLC	566	SPECIALIZED UTILITY FINANCIAL	\$4,945.00	20013400-52100	CONTRACTUAL SERVICES	\$4,945.00
					Vendor Total:	----- \$4,945.00

List of Checks Presented for Approval on 11/9/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
HOME DEPOT CREDIT SERVICES	5371619	H8408-171497	\$95.77	10022100-56300	BUILDING MAINT. & REPAIR	\$95.77
	0025185	PAINT	\$48.53	20824700-56300	BUILDING MAINT. & REPAIR	\$48.53
	1363465	FEIT UTILITY LED	\$142.19	73022600-56300	BUILDING MAINT. & REPAIR	\$142.19
	1025040	WOOD HANDLE BRUSH, HD WHITE FOAM	\$51.97	83027330-56120	EQUIPMENT MAINTENANCE & REPAIR	\$51.97
	0511486	FLAT CUT LATEX BRUSH, GRAFITI REMOVER, SANDING	\$161.22	83027330-56120	EQUIPMENT MAINTENANCE & REPAIR	\$161.22
	9523650	DRILL BIT KIT, BIT, ROCKET TOWER LIGHT	\$297.16	83027330-56120	EQUIPMENT MAINTENANCE & REPAIR	\$297.16
	7010690	GRACO AIRLESS HOSE	\$144.91	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$144.91
	0010365	DRANO MAX	\$27.59	10022100-54100	SUPPLIES	\$27.59
	7545145	CONCRETE UMPRELLA BASE	\$47.91	10022100-54100	SUPPLIES	\$47.91
	3020418	CONCRETE MIX	\$48.90	10022100-54100	SUPPLIES	\$48.90
	6524432	SNAP HOOK KEYRING, PAINT	\$58.50	10022100-54100	SUPPLIES	\$58.50
	7091165	PUMPKINFEST SUPPLIES	\$172.73	31622861-54100	SUPPLIES	\$172.73
	8270661	ROUGHNECK VENTED OUTDOOR REC	\$195.78	31622861-54100	SUPPLIES	\$195.78
	1270134	ROUGHNECK VENTED OUTDOOR REC	\$522.08	31622861-54100	SUPPLIES	\$522.08
	0010415	EXTENTION CORDS	\$119.40	82027111-54100	SUPPLIES	\$119.40
	6010746	EXPANSION JOINT	\$5.42	82027114-54100	SUPPLIES	\$5.42
	1010291	PAIN, DUCT TAPE, SAVOGRAN LIQUID, TOWELS	\$170.77	83027330-54100	SUPPLIES	\$170.77
	4074339	CONTRACTOR BAGS	\$32.73	84027221-54100	SUPPLIES	\$32.73
	Vendor Total: -----					\$2,343.56
ICC GENERAL CODE INC	GC0010195	CODIFICATION SERVICES AS PER A	\$21.50	20012500-52100	CONTRACTUAL SERVICES	\$21.50
					Vendor Total: -----	\$21.50
INTEGRITY SHRED LLC	150378	DOCUMENT SHREDDING	\$30.50	20513300-52100	CONTRACTUAL SERVICES	\$30.50
	150379	DOCUMENT SHREDDING	\$65.00	10020210-54100	SUPPLIES	\$32.50
				20620231-54100	SUPPLIES	\$32.50
	Vendor Total: -----					\$95.50
JENNIFER M BRAUS	20232166	AMBULANCE BILLING SERVICES	\$1,951.44	71021100-52110	AMBULANCE BILLING	\$1,951.44
Vendor Total: -----						\$1,951.44

List of Checks Presented for Approval on 11/9/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JOHNSONS CUSTOM LANDSCAPING INC	15570	LANDSCAPE MAINTENANCE :SUBSTATION	\$1,015.00	80026210-52100	CONTRACTUAL SERVICES	\$350.00
				80026400-52100	CONTRACTUAL SERVICES	\$665.00
				Vendor Total:		\$1,015.00
LEADERSHIP MENDOCINO	090523	REGISTRATION: M CEJA	\$1,000.00	20012100-57100	LEARNING AND DEVELOPMENT	\$1,000.00
				Vendor Total:		\$1,000.00
LES SCHWAB TIRE CENTER	64000667297	MISCELLANEOUS TIRE SERVICES	\$188.98	84027225-56130	EXTERNAL SERVICES	\$188.98
				Vendor Total:		\$188.98
LEXIPOL LLC	18626	ANNUAL LAW ENFORCEMENT SUBSCRIPTION	\$5,500.00	63020210-52100	CONTRACTUAL SERVICES	\$5,500.00
				Vendor Total:		\$5,500.00
LUCAS MARTIN	BA FY21/22	BOOT ALLOWANCE	\$150.00	82027114-54100	SUPPLIES	\$75.00
				84027221-54100	SUPPLIES	\$75.00
				Vendor Total:		\$150.00
MARC CARSON	16 JUNE 2023	CAMERA REGISTRATION ADDING USERS	\$435.00	63020210-52100	CONTRACTUAL SERVICES	\$435.00
				Vendor Total:		\$435.00
MARY ELIZABETH CHURCH	11121	VINYL STICKERS	\$70.77	82027114-54100	SUPPLIES	\$35.38
				84027221-54100	SUPPLIES	\$35.39
				Vendor Total:		\$70.77
MATHESON TRI- GAS INC	0028661363	OXYGEN & MISC. AS NEEDED	\$55.44	80026210-54100	SUPPLIES	\$55.44
	0028600215	OXYGEN & MISC. AS NEEDED	\$175.02	82027114-54100	SUPPLIES	\$87.51
				84027221-54100	SUPPLIES	\$87.51
				Vendor Total:		\$230.46
MAX OSWALD	TR 10/25/23	TRAVEL REIMBURSEMENT	\$18.00	10020210-57100	LEARNING AND DEVELOPMENT	\$18.00
				Vendor Total:		\$18.00
MENDOCINO COLLEGE	654762	PLANTS	\$268.00	10022100-54100	SUPPLIES	\$268.00
				Vendor Total:		\$268.00
MITCHS CERTIFIED CLASSES	125967	REGISTRATION: G QUINONEZ	\$1,000.00	82027111-57100	LEARNING AND DEVELOPMENT	\$1,000.00
				Vendor Total:		\$1,000.00
MOIRS	185338	CHLORINE 15 GALLON	\$555.20	82027111-58202	CHEMICALS	\$555.20

List of Checks Presented for Approval on 11/9/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MOIRS	185148	CHLORINE 15 GALLON	\$740.26	82027111-58202	CHEMICALS	\$740.26
	185458	CHLORINE 15 GALLON	\$740.26	82027111-58202	CHEMICALS	\$740.26
	Vendor Total: -----					\$2,035.72
MYERS MEDICAL PHARMACY	483998	EMS SUPPLIES	\$199.95	10521210-54107	EMS SUPPLIES	\$99.97
				71021100-54107	EMS SUPPLIES	\$99.98
	Vendor Total: -----					\$199.95
NICK BARBIERI TRUCKING LLC	0033940-IN	CARDLOCK FUEL PURCHASES	\$87.17	80026110-56130	EXTERNAL SERVICES	\$87.17
	CL29557	CARDLOCK FUEL PURCHASES	\$1,928.49	10022100-56210	FUEL & FLUIDS	\$100.66
				10024620-56210	FUEL & FLUIDS	\$1,612.59
				20012200-56210	FUEL & FLUIDS	\$8.73
				20513382-56210	FUEL & FLUIDS	\$59.30
				80026400-56210	FUEL & FLUIDS	\$2.17
				82027111-56210	FUEL & FLUIDS	\$113.72
				84027225-56210	FUEL & FLUIDS	\$31.32
	CL28394	CARDLOCK FUEL PURCHASES	\$6,706.93	10022100-56210	FUEL & FLUIDS	\$986.06
				10022810-56210	FUEL & FLUIDS	\$86.71
				10023320-56210	FUEL & FLUIDS	\$210.25
				10024210-56210	FUEL & FLUIDS	\$97.73
				10024620-56210	FUEL & FLUIDS	\$2,188.91
				20012200-56210	FUEL & FLUIDS	\$8.73
				20324100-56210	FUEL & FLUIDS	\$149.09
				20513382-56210	FUEL & FLUIDS	\$175.98
				20824700-56210	FUEL & FLUIDS	\$199.08
				80026400-56210	FUEL & FLUIDS	\$136.35
				82027111-56210	FUEL & FLUIDS	\$627.70
				82027114-56210	FUEL & FLUIDS	\$334.38
				82027114-56210	FUEL & FLUIDS	\$516.58
				84027221-56210	FUEL & FLUIDS	\$284.84
				84027221-56210	FUEL & FLUIDS	\$440.05
				84027225-56210	FUEL & FLUIDS	\$264.49

List of Checks Presented for Approval on 11/9/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
NICK BARBIERI TRUCKING LLC	0068712-IN	CARDLOCK FUEL PURCHASES	\$850.14	20824300-56210	FUEL & FLUIDS	\$850.14
	0033894-IN	CARDLOCK FUEL PURCHASES	\$200.15	20324100-58410	GARAGE LUBRICANTS & PARTS	\$200.15
					Vendor Total:	\$9,772.88
ONESOURCE DISTRIBUTORS LLC	S7316779.001	(SL-16LED) SL, LUMINAIRE, LED, EOI MODEL E-LITESTA	\$6,824.50	80526150-54100	SUPPLIES	\$6,824.50
					Vendor Total:	\$6,824.50
OWEN EQUIPMENT SALES	00061548	VPD FILTER	\$433.21	10024620-56130	EXTERNAL SERVICES	\$433.21
					Vendor Total:	\$433.21
PACE SUPPLY CORPORATION	029033220	MASTER BREAK LOCKS	\$41.59	82027114-54100	SUPPLIES	\$41.59
	029033220-1	MASTER BREAK LOCKS	\$62.39	82027114-54100	SUPPLIES	\$62.39
	028946627	CONCRETE READING LID	\$222.98	82027114-54100	SUPPLIES	\$222.98
	029037364	1/4 & 5/16 X 4" HEX DRIVER REVERSIBLE	\$40.46	84027221-54100	SUPPLIES	\$40.46
					Vendor Total:	\$367.42
PAN-PACIFIC SUPPLY CO	29614511	NEW 1-11/16 442 C SPLIT SEAL RSC/CB/FKM, SHAFTS	\$28,534.93	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$28,534.93
					Vendor Total:	\$28,534.93
PAPE MACHINERY	541041	WASHER, BUSHING, SCREW	\$670.37	84027221-56130	EXTERNAL SERVICES	\$670.37
					Vendor Total:	\$670.37
PAUL HENRY	23-03	INVESTIGATION SERVICES AS PER INVOICE	\$5,799.00	10020210-52150	LEGAL SERVICES/ EXPENSES	\$5,799.00
					Vendor Total:	\$5,799.00
PETALUMA ECUMENICAL PROPERTIES	CREDIT 22	PHOTOVOLTAIC REFUND	\$11,153.90	90100000-10421	UTILITY RECEIVABLES CLEARING	\$11,153.90
					Vendor Total:	\$11,153.90
PETERSON TRUCKS INC	16278UX1	BRACLEEN	\$62.45	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$62.45
	16278U	BRACLEEN, L/O FILTER	\$90.04	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$90.04
	15162UX2	LUBE FILTER	\$11.23	10020210-56130	EXTERNAL SERVICES	\$11.23
	16117U	FUEL FILTER, L/O FILTER	\$19.06	10024620-56130	EXTERNAL SERVICES	\$19.06
	16026U	BREATHER	\$453.38	10024620-56130	EXTERNAL SERVICES	\$453.38
	CM15743U	CORE RETURN	(\$93.20)	10521210-56130	EXTERNAL SERVICES	(\$93.20)
	16196U	L/O FILTER, WASHER FLUID	\$94.46	10521210-56130	EXTERNAL SERVICES	\$71.17

List of Checks Presented for Approval on 11/9/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PETERSON TRUCKS INC	16196U	L/O FILTER, WASHER FLUID	\$94.46	20324100-56210	FUEL & FLUIDS	\$23.29
	16178UX1	DEF FILTER	\$126.76	10521210-56130	EXTERNAL SERVICES	\$126.76
	16156U	FILTER, FAN KIT	\$111.89	77725200-56130	EXTERNAL SERVICES	\$111.89
	16316U	DEF FILTER	\$163.03	80026110-56130	EXTERNAL SERVICES	\$163.03
	16025UX1	BRAKLEEN, SHOULDER SCREW	\$196.75	80026110-56130	EXTERNAL SERVICES	\$196.75
	16025U	BRAKLEEN, L/O FILTER, FUEL FILTER	\$241.46	80026110-56130	EXTERNAL SERVICES	\$241.46
	16328U	L/O FILTER, FUEL FILTER	\$548.14	80026110-56130	EXTERNAL SERVICES	\$274.07
				80026110-56130	EXTERNAL SERVICES	\$274.07
	16178U	DEF FILTERS	\$1,086.64	80026110-56130	EXTERNAL SERVICES	\$742.87
				84027221-56130	EXTERNAL SERVICES	\$343.77
	16196UX1	BRAKLEEN	\$62.45	20324100-56210	FUEL & FLUIDS	\$62.45
	366048S	PRESSURE SWITCH	\$60.75	20324100-58510	REIMBURSABLE JOBS	\$60.75
	16326U	FUEL MODULE, NANONET OIL FILTER	\$116.45	20324100-58510	REIMBURSABLE JOBS	\$116.45
	16325U	FUEL MODULE, FUEL FILTER	\$156.17	20324100-58510	REIMBURSABLE JOBS	\$156.17
	16324U	FUEL FILTER, L/O FILTER	\$21.17	20324100-54100	SUPPLIES	\$21.17
	Vendor Total:					\$3,529.08
PFM ASSET MANAGEMENT LLC	13888986	FINANCIAL ADVISORY SERVICES	\$2,569.69	20015100-52100	CONTRACTUAL SERVICES	\$2,569.69
					Vendor Total:	\$2,569.69
PG&E CO	7075-1 OCT 23	PACIFIC GAS & ELECTRIC	\$44.17	10022100-55210	UTILITIES	\$44.17
					Vendor Total:	\$44.17
PITNEY BOWES INC	1024059544	POSTAGE MACHINE LEASE & SUPPLI	\$163.31	20513300-54101	POSTAGE	\$163.31
					Vendor Total:	\$163.31
PUBLIC RISK, INNOVATION, SOLUTIONS AND MANAGEMENT	24400788	EMPLOYEE ASSISTANCE PROGRAM	\$67.62	10521210-52181	VOLUNTEER EXPENSES	\$67.62
					Vendor Total:	\$67.62
RADIAN GENERATION HOLDCO LLC	49310	COMPLIANCE & REPORTING SERVICE	\$500.00	80026400-52100	CONTRACTUAL SERVICES	\$500.00
					Vendor Total:	\$500.00
RADIOMOBILE INC	23174	#PATR-3 PATRIOT MOBILE DATA CO	\$9,072.00	10521210-54320	SOFTWARE	\$7,801.92
				71021100-54320	SOFTWARE	\$1,270.08
				Vendor Total:		\$9,072.00

List of Checks Presented for Approval on 11/9/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
RAY C STARKEY	1006063	JACKET, EMBROIDERY SERVICES: STREETS	\$113.21	10024620-54100	SUPPLIES	\$113.21
	P-2300959	SHIRTS/EMBROIDERY SERVICES: WATER/SEWER	\$1,257.52	82027114-54100	SUPPLIES	\$628.76
				84027221-54100	SUPPLIES	\$628.76
Vendor Total:						\$1,370.73
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	23-11 EAP	NOV EAP INSURANCE, OCT DEDUCTIONS	\$596.40	20700000-20520	P/R DEDUCT.-MEDICAL INS	\$596.40
	Vendor Total:					\$596.40
REDWOOD TREE SERVICE STATIONS INC	OCT 23	CAR WASHES & INTERIOR CLEANING	\$393.00	10020210-56130	EXTERNAL SERVICES	\$234.00
				10023320-56130	EXTERNAL SERVICES	\$37.00
				20324100-56130	EXTERNAL SERVICES	\$48.00
				82027114-56130	EXTERNAL SERVICES	\$74.00
	Vendor Total:					\$393.00
RINEHART OIL INC	CL41855	FUEL CARD SERVICES AS PER ATTA	\$199.57	10024210-56210	FUEL & FLUIDS	\$199.57
	CL41861	FUEL CARD SERVICES AS PER ATTA	\$1,851.72	10024620-56210	FUEL & FLUIDS	\$1,851.72
	CL41858	FUEL CARD SERVICES AS PER ATTA	\$303.28	20324100-56210	FUEL & FLUIDS	\$303.28
	CL41859	FUEL CARD SERVICES AS PER ATTA	\$118.43	20824700-56210	FUEL & FLUIDS	\$118.43
	CL41857	FUEL CARD SERVICES AS PER ATTA	\$393.78	82027111-56210	FUEL & FLUIDS	\$393.78
Vendor Total:						\$2,866.78
ROBERT HULBERT	BA FY 23/24	BOOT ALLOWANCE	\$206.10	82027114-54100	SUPPLIES	\$103.05
				84027221-54100	SUPPLIES	\$103.05
Vendor Total:						\$206.10
ROBERT TRIPATHI	JUN/AUG/SEP 23	CONSULTING WORK RELATED TO LAND	\$712.50	10022100-52100	CONTRACTUAL SERVICES	\$712.50
Vendor Total:						\$712.50
RONNIE J HART	2609	FRONT AXLE	\$380.00	10521210-56130	EXTERNAL SERVICES	\$380.00
Vendor Total:						\$380.00
ROSETTA STONE LTD	11968689	FY 23/24 LICENSE RENEWAL	\$1,277.75	20016100-54320	SOFTWARE	\$1,277.75
Vendor Total:						\$1,277.75
SNAP-ON INDUSTRIAL	ARV/59105071	SLIP JOINT PLIERS, 1/4 DRIVE SOCKET SETS	\$1,181.12	20324100-54102	SMALL TOOLS	\$1,181.12
Vendor Total:						\$1,181.12

List of Checks Presented for Approval on 11/9/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STERICYCLE INC	8004988668	SHARPS DISPOSAL AS NEEDED	\$54.27	10020210-54100	SUPPLIES	\$54.27
Vendor Total:						\$54.27
STEVEN RATLEY	2202.1-002	HASTINGS INTERIOR DESIGN REWOR	\$9,600.00	80126100-80230	INFRASTRUCTURE	\$9,600.00
Vendor Total:						\$9,600.00
SUSAN JANSSEN	11123	BILINGUAL TESTING	\$300.00	20016100-54161	BACKGROUND & PHYSICALS	\$300.00
Vendor Total:						\$300.00
SYDNEY DEARBORN	T9828347	NOV 23 REIMBURSEMNT MEDICAL INSURANCE	\$148.68	91500000-20561	ACCRUED SICK	\$148.68
Vendor Total:						\$148.68
TRACI BOYL	125963	REIMBURSEMENT: MEMBERSHIP, CREAMER, REGISTRATION	\$278.76	20012100-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$200.00
				20012800-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$50.00
				20012200-54100	SUPPLIES	\$28.76
Vendor Total:						\$278.76
TUFTS POLYGRAPH & INVESTIGATION	2023-843	POLYGRAPH & INVESTIGATION SERVICES	\$2,000.00	10020210-54161	BACKGROUND & PHYSICALS	\$2,000.00
Vendor Total:						\$2,000.00
TURF STAR INC	7307262-00	THERMOSTAT, GASKET, UPPER RADIATOR HOSE	\$153.48	10022100-56130	EXTERNAL SERVICES	\$153.48
				7304475-00	SENSOR-POSITION	\$456.33
Vendor Total:						\$609.81
TYLER ANDERSON	BA FY 23/24	BOOT ALLOWANCE	\$141.53	84027225-54100	SUPPLIES	\$141.53
Vendor Total:						\$141.53
UKIAH ROUND TREE GLASS INC	24155	WINDSHIELD	\$296.44	82027111-56130	EXTERNAL SERVICES	\$296.44
Vendor Total:						\$296.44
UKIAH VALLEY SANITATION DIST	90558 SEP 23	WATER SERVICES: 141 LOVERS LN	\$328.81	10521210-55210	UTILITIES	\$328.81
Vendor Total:						\$328.81
UKIAH WASTE SOLUTIONS, INC	175288352U034	FLUORESCENT TUBES	\$42.20	20824700-52100	CONTRACTUAL SERVICES	\$42.20
				175430580U034	BIOSOLID REMOVAL	\$9,480.62
Vendor Total:						\$9,522.82
UNITED SITE SERVICES	INV-02113789	PORTABLE TOILET RENTAL CONTRAC	\$195.14	10022100-52100	CONTRACTUAL SERVICES	\$195.14
Vendor Total:						\$195.14

List of Checks Presented for Approval on 11/9/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
WATSON-MARLOW INC	SI241762	PUMPHEAD 2 ROLLER CONT TUBE	\$3,416.74	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$3,416.74
					Vendor Total:	\$3,416.74
WEST YOST ASSOCIATES INC	2055726	RUSSIAN RIVER WATERSHED AGREEMENT	\$30,048.62	91190100-52100	CONTRACTUAL SERVICES	\$30,048.62
					Vendor Total:	\$30,048.62
WESTECH	92867	GASKET-MIXER FLANGE	\$517.78	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$517.78
					Vendor Total:	\$517.78
WEX BANK	93004927	FUEL FOR POLICE	\$211.32	10020210-56210	FUEL & FLUIDS	\$211.32
	92364244	FUEL FOR POLICE	\$551.67	10020210-56210	FUEL & FLUIDS	\$551.67
	Vendor Total:					\$762.99
WILLOW COUNTY WATER DIST	10010 OCT 23	WATER SERVICE: 1500 S STATE ST	\$44.29	10521210-55210	UTILITIES	\$44.29
					Vendor Total:	\$44.29
WRIGHT L'ESTRANGE & ERGASTOLO	32902	LEGAL SERVICES - CVEMSA EOA DI	\$524.56	71021100-52150	LEGAL SERVICES/ EXPENSES	\$524.56
					Vendor Total:	\$524.56
INVOICE TOTAL:						\$476,176.48

List of Checks Presented for Approval on 11/17/2023

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

MJR

Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ABSOLUTE SOFTWARE INC	I0072183	ABSOLUTE SECURE ACCESS EDGE SUBSCRIPTION	\$3,015.60	20620231-52100	CONTRACTUAL SERVICES	\$3,015.60
Vendor Total:						\$3,015.60
ACCURATE MEASUREMENT SYSTEMS, INC	V102623DP2	KROHNE RADAR LEVEL TRANSMITTER	\$2,581.33	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2,581.33
Vendor Total:						\$2,581.33
ADAMSON POLICE PRODUCTS	INV404672	WHELEN HAND-HELD SIREN	\$558.79	10020210-56130	EXTERNAL SERVICES	\$558.79
Vendor Total:						\$558.79
ALEC C ALARCON	10/29-11/11/23	INTERN REIBURSEMENT	\$400.00	10521210-52181	VOLUNTEER EXPENSES	\$400.00
Vendor Total:						\$400.00
ALL-GUARD ALARM SYSTEMS INC	A421631	MONTHLY MONITORING WWTP	\$93.44	84027225-52180	SECURITY SERVICES	\$93.44
Vendor Total:						\$93.44
ALPHA ANALYTICAL LABORATORIES INC	3106056-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$180.00	10024210-52100	CONTRACTUAL SERVICES	\$180.00
	3105798-UKIAHLF	LEACHATE MONITORING AT THE LANDFILL AS PER INVOICE	\$2,275.00	70024500-52100	CONTRACTUAL SERVICES	\$2,275.00
	3106962-UKIAHLF	ANNUAL WELL MONITORING AS PER INVOICE #3106340 DAT	\$13,167.00	70024500-52100	CONTRACTUAL SERVICES	\$13,167.00
	3105794-UKIAHLF	LEACHATE MONITORING AT THE LANDFILL AS PER INVOICE	\$13,376.00	70024500-52100	CONTRACTUAL SERVICES	\$13,376.00
	3106340-UKIAHLF	ANNUAL WELL MONITORING AS PER INVOICE #3106340 DAT	\$13,569.00	70024500-52100	CONTRACTUAL SERVICES	\$13,569.00
	3106470-UKIAHLF	ANNUAL WELL MONITORING AS PER INVOICE #3106340 DAT	\$13,569.00	70024500-52100	CONTRACTUAL SERVICES	\$13,569.00
	3103677-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$60.00	82027111-52100	CONTRACTUAL SERVICES	\$60.00
	3104125-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$165.00	82027111-52100	CONTRACTUAL SERVICES	\$165.00
	3102755-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$220.00	82027111-52100	CONTRACTUAL SERVICES	\$220.00

List of Checks Presented for Approval on 11/17/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ALPHA ANALYTICAL LABORATORIES INC	3106431-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$220.00	82027111-52100	CONTRACTUAL SERVICES	\$220.00
	3106767-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$220.00	82027111-52100	CONTRACTUAL SERVICES	\$220.00
	310558-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$500.00	82027111-52100	CONTRACTUAL SERVICES	\$500.00
	3107063-UKIAH	MISC. LABORATORY WORK AS NEEDED	\$640.00	82027111-52100	CONTRACTUAL SERVICES	\$640.00
	Vendor Total:					\$58,161.00
ALTEC INDUSTRIES INC	12422104	COVER, PLASTIC SIDE	\$492.65	80026110-56130	EXTERNAL SERVICES	\$492.65
	Vendor Total:					\$492.65
AMAZON CAPITAL SERVICES, INC	1HM4-RVMN-JFPJ	HDMI SPLITTER	\$12.51	20913900-56120	EQUIPMENT MAINTENANCE & REPAIR	\$12.51
	1T6L-V494-3XXC	STARTECH ETHENET TO USB	\$99.36	20913900-56120	EQUIPMENT MAINTENANCE & REPAIR	\$99.36
	19GL-TRYW-1MPF	AUTOMATIVE SMOKE MACHINE EVAP	\$21.55	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$21.55
	1VYY-1YHP-1YJX	WIRING HARNESS HEADLIGHTS, TIRE AIR CHECK	\$82.44	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$82.44
	1J4Q-GMKT-9J1N	FIRST AID KIT	\$105.30	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$105.30
	1MR1-JRH3-1JTC	LED HEADLIGHTS	\$673.58	10521210-56130	EXTERNAL SERVICES	\$673.58
	1QKQ-D14F-34PX	ROD END BEARING W. STUD	\$38.88	82027111-56130	EXTERNAL SERVICES	\$38.88
	171X-N74K-4Y6H	FIT BODY HARNESS	\$146.97	10024620-54130	PW - SAFETY	\$146.97
	1VKF-H6M6-7VFP	WRENCH, SOCKET WRENCH, SOCKET RATCHET	\$400.33	84027225-54102	SMALL TOOLS	\$400.33
	191H-VF4C-4H47	HOLLOWEEN SUPPLIES	\$14.13	10022810-54100	SUPPLIES	\$14.13
	1MTX-KNRR-CYVR	DAYCAMP SUPPLIES	\$60.94	10022840-54100	SUPPLIES	\$60.94
	1XKK-6VCT-CHL6	DISINFECTING WIPES	\$28.28	73022600-54100	SUPPLIES	\$28.28
	1JPQ-1FJ9-77RY	WALL CALENDER, DRINKING CUPS	\$47.59	73022600-54100	SUPPLIES	\$47.59
	16CV-4K63-1HHF	WATER CUPS, ZIPLOCK BAGS, PAPER PLATES, MEAL PREP	\$61.02	73022600-54100	SUPPLIES	\$61.02
	Vendor Total:					\$1,792.88
AMWINS GROUP BENEFITS INC	8123005	DEC 23 RETIREE HEALTH INSURANCE	\$3,534.00	20700000-20524	NON-EMPLOYEE HEALTH INS.PREM	\$3,534.00
	Vendor Total:					\$3,534.00
ANDREA TRINCADO	TR 11/1-3/23	TRAVEL REIMBURSEMENT	\$461.99	20023510-57100	LEARNING AND DEVELOPMENT	\$461.99
	Vendor Total:					\$461.99

List of Checks Presented for Approval on 11/17/2023

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ANIXTER	5833543-00	SSDE-9124	\$212.31	80000000-12104	INVENTORY - PURCHASES	\$212.31
	5813441-02	SLEEVE AUTO LINE SPLICE, CONN SERVEN 6 ACSR	\$491.57	80000000-12104	INVENTORY - PURCHASES	\$491.57
	5833543-01	4ACSR-7/1, 6-02ALUM-OH-LXP500	\$609.70	80000000-12104	INVENTORY - PURCHASES	\$609.70
	5318479-05	(2U-EL-1-0) ELBOW, LOADBREAK 1	\$3,648.29	80000000-12104	INVENTORY - PURCHASES	\$3,648.29
	5810074-00	(PD-4842) PAD, BOX, PEDESTAL,	\$18,722.80	80000000-12104	INVENTORY - PURCHASES	\$18,722.80
Vendor Total:						\$23,684.67
ASBURY ENVIRONMENTAL SERVICES	I500-00989118	DISPOSAL OF MISC. PRODUCTS	\$5.00	20324100-52100	CONTRACTUAL SERVICES	\$5.00
	I500-00992466	DISPOSAL OF MISC. PRODUCTS	\$90.00	20324100-52100	CONTRACTUAL SERVICES	\$90.00
	I500-00989117	DISPOSAL OF MISC. PRODUCTS	\$100.00	20324100-52100	CONTRACTUAL SERVICES	\$100.00
Vendor Total:						\$195.00
AXON ENTERPRISE INC	INUS200300	AXON FLEET 2 CAR CAMERA 5-YEAR	\$1,685.39	10020210-54100	SUPPLIES	\$1,685.39
	Vendor Total:					\$1,685.39
B & B INDUSTRIAL SUPPLY INC	275036	10PC BOLT REMOVAL SET, STAINLESS METRIC FLAT HEAD	\$95.25	84027225-54102	SMALL TOOLS	\$95.25
	275277	SOCKET ALLENS, PAINT MARKERS	\$17.34	20324100-54100	SUPPLIES	\$17.34
	275081	PLATE MS 1/4, PLASMA CUT, 1/2 J HOOK	\$398.55	83027330-54100	SUPPLIES	\$398.55
Vendor Total:						\$511.14
BELKORP AG	921510	WHEEL	\$182.50	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$182.50
	921311	AIR FILTER	\$35.96	10022100-56130	EXTERNAL SERVICES	\$35.96
	921389	V-BELT	\$57.71	10022100-56130	EXTERNAL SERVICES	\$57.71
	927504	DRAG LINK, ALTERNATOR	\$172.23	10024620-56130	EXTERNAL SERVICES	\$50.78
				82027111-56130	EXTERNAL SERVICES	\$121.45
	923300	LOCK NUT, BOLT GEAR, BUSHING, DRAG LINK, TIE ROD	\$396.26	10024620-56130	EXTERNAL SERVICES	\$396.26
	926938	RETURN: TIE ROD, PURCHASE REGULATOR	(\$16.72)	82027111-56130	EXTERNAL SERVICES	(\$16.72)
	927761	BELT	\$23.23	82027111-56130	EXTERNAL SERVICES	\$23.23
Vendor Total:						\$851.17
CA BUILDING STANDARDS COMMISSION	JULY-SEPT 2023	QUARTERLY REPORT FOR BSA	\$204.30	90000000-23027	BUILDING STDS ADMIN SPEC FD	\$227.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CA BUILDING STANDARDS COMMISSION	JULY-SEPT 2023	QUARTERLY REPORT FOR BSA	\$204.30	10000000-48110	MISCELLANEOUS RECEIPTS	(\$22.70)
					Vendor Total:	----- \$204.30
CALIFORNIA STATE UNIVERSITY LONG BEACH RESEARCH	3102	REGISTRATION: D CASTANON	\$895.00	10020210-57100	LEARNING AND DEVELOPMENT	\$895.00
					Vendor Total:	----- \$895.00
CHRISTIAN BALLESTRAZZE	TA 11/13-22/23	TRAVEL ADVANCE	\$144.00	10020210-57100	LEARNING AND DEVELOPMENT	\$144.00
	TA 10/28-11/12/23	TRAVEL ADVANCE	\$198.00	10020210-57100	LEARNING AND DEVELOPMENT	\$198.00
					Vendor Total:	----- \$342.00
CINDY SAUERS	TR 11/1-2/23	TRAVEL REIMBURSEMENT	\$573.38	80026400-57100	LEARNING AND DEVELOPMENT	\$573.38
					Vendor Total:	----- \$573.38
CINTAS CORPORATION	4169412720	RUG, MAT & UNIFORM SERVICES	\$40.42	20824700-56300	BUILDING MAINT. & REPAIR	\$40.42
	4170822857	RUG, MAT & UNIFORM SERVICES	\$40.42	20824700-56300	BUILDING MAINT. & REPAIR	\$40.42
	4172245423	RUG, MAT & UNIFORM SERVICES	\$40.42	20824700-56300	BUILDING MAINT. & REPAIR	\$40.42
	4169412825	RUG, MAT & UNIFORM SERVICES	\$36.81	73022600-56300	BUILDING MAINT. & REPAIR	\$36.81
	4170822992	RUG, MAT & UNIFORM SERVICES	\$68.29	73022600-56300	BUILDING MAINT. & REPAIR	\$68.29
	4172245340	RUG, MAT & UNIFORM SERVICES	\$68.29	73022600-56300	BUILDING MAINT. & REPAIR	\$68.29
	4170823096	RUG, MAT & UNIFORM SERVICES	\$95.53	20324100-52100	CONTRACTUAL SERVICES	\$38.79
				20824300-52100	CONTRACTUAL SERVICES	\$56.74
	417224593	RUG, MAT & UNIFORM SERVICES	\$95.53	20324100-52100	CONTRACTUAL SERVICES	\$38.79
				20824300-52100	CONTRACTUAL SERVICES	\$56.74
	4170128723	RUG, MAT & UNIFORM SERVICES	\$110.22	20324100-52100	CONTRACTUAL SERVICES	\$38.79
				20824300-52100	CONTRACTUAL SERVICES	\$71.43
	4169413006	RUG, MAT & UNIFORM SERVICES	\$121.55	20324100-52100	CONTRACTUAL SERVICES	\$64.81
				20824300-52100	CONTRACTUAL SERVICES	\$56.74
	4171525943	RUG, MAT & UNIFORM SERVICES	\$359.32	20324100-52100	CONTRACTUAL SERVICES	\$38.79
				20824300-52100	CONTRACTUAL SERVICES	\$320.53
	4169413042	RUG, MAT & UNIFORM SERVICES	\$35.00	31122000-52100	CONTRACTUAL SERVICES	\$35.00
	4170823085	RUG, MAT & UNIFORM SERVICES	\$35.00	31122000-52100	CONTRACTUAL SERVICES	\$35.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CINTAS CORPORATION	4172245529	RUG, MAT & UNIFORM SERVICES	\$35.00	31122000-52100	CONTRACTUAL SERVICES	\$35.00
	5179858249	FIRST AID SUPPLIES	\$156.92	10024620-54120	PW - SPECIAL SUPPLIES	\$75.13
				84027221-54100	SUPPLIES	\$81.79
	5179858233	FIRST AID SUPPLIES	\$80.61	20324100-54100	SUPPLIES	\$80.61
	4169413053	RUG, MAT & UNIFORM SERVICES	\$47.35	77725200-54100	SUPPLIES	\$47.35
	4170823078	RUG, MAT & UNIFORM SERVICES	\$47.35	77725200-54100	SUPPLIES	\$47.35
	4172245662	RUG, MAT & UNIFORM SERVICES	\$47.35	77725200-54100	SUPPLIES	\$47.35
	4170128775	RUG, MAT & UNIFORM SERVICES	\$49.17	77725200-54100	SUPPLIES	\$49.17
	4171525960	RUG, MAT & UNIFORM SERVICES	\$49.17	77725200-54100	SUPPLIES	\$49.17
	5179858229	FIRST AID SUPPLIES	\$61.47	77725200-54100	SUPPLIES	\$61.47
	5179858212	FIRST AID SUPPLIES	\$66.73	80026110-54100	SUPPLIES	\$66.73
Vendor Total:						\$1,787.92
COFFEE CRITIC INC, THE	R33134	MISC. COFFEE SUPPLIES AS NEEDED	\$100.00	20012200-54100	SUPPLIES	\$100.00
	Vendor Total:					\$100.00
COLANTUONO HIGHSMITH & WHATLEY PC	58115	LEGAL SERVICES	\$487.50	84427222-52100	CONTRACTUAL SERVICES	\$487.50
	Vendor Total:					\$487.50
COMCAST	1296 NOV 23	INTERNET SERVICES	\$187.75	20913900-55100	TELEPHONE	\$187.75
	4635 NOV 23	INTERNET SERVICES	\$250.62	20913900-55100	TELEPHONE	\$250.62
	9780 NOV 23	INTERNET SERVICES	\$252.46	73022600-55100	TELEPHONE	\$252.46
	Vendor Total:					\$690.83
CONNECTWISE LLC	INV009322241	CORRECTION TO C# 2021223-01	(\$11,850.00)	20913900-54320	SOFTWARE	(\$11,850.00)
	INV007736831	CORRECTION TO C# 2021223-01	(\$623.07)	20913900-54320	SOFTWARE	(\$623.07)
	INV007956261	CORRECTION TO C# 2021223-01	(\$623.07)	20913900-54320	SOFTWARE	(\$623.07)
	INV008188501	CORRECTION TO C# 2021223-01	(\$623.07)	20913900-54320	SOFTWARE	(\$623.07)
	INV008408931	CORRECTION TO C# 2021223-01	(\$623.07)	20913900-54320	SOFTWARE	(\$623.07)
	INV008635801	CORRECTION TO C# 2021223-01	(\$623.07)	20913900-54320	SOFTWARE	(\$623.07)
	INV008846551	CORRECTION TO C# 2021223-01	(\$623.07)	20913900-54320	SOFTWARE	(\$623.07)
	INV009052301	CORRECTION TO C# 2021223-01	(\$623.07)	20913900-54320	SOFTWARE	(\$623.07)
	INV009292921	CORRECTION TO C# 2021223-01	(\$623.07)	20913900-54320	SOFTWARE	(\$623.07)
	INV009724631	CORRECTION TO C# 2021223-01	(\$623.07)	20913900-54320	SOFTWARE	(\$623.07)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
CONNECTWISE LLC	INV009485441	CORRECTION TO C#2021223-01	(\$623.07)	20913900-54320	SOFTWARE	(\$623.07)
	INV007309891	CORRECTION TO C#2021223-01	(\$328.37)	20913900-54320	SOFTWARE	(\$328.37)
	INV007518931	CORRECTION TO C#2021223-01	(\$328.37)	20913900-54320	SOFTWARE	(\$328.37)
	INV00672352	CONNECTWISE IT HELPDESK SOFTWARE	\$328.37	20913900-54320	SOFTWARE	\$328.37
	INV00699221	CONNECTWISE IT HELPDESK SOFTWARE	\$328.37	20913900-54320	SOFTWARE	\$328.37
	INV007309892	CONNECTWISE IT HELPDESK SOFTWARE	\$328.37	20913900-54320	SOFTWARE	\$328.37
	INV007518932	CONNECTWISE IT HELPDESK SOFTWARE	\$328.37	20913900-54320	SOFTWARE	\$328.37
	INV007736832	CONNECTWISE IT HELPDESK SOFTWARE	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV007956262	CONNECTWISE IT HELPDESK SOFTWARE	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV008188502	CONNECTWISE IT HELPDESK SOFTWARE	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV008408932	CONNECTWISE IT HELPDESK SOFTWARE	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV008635802	CONNECTWISE IT HELPDESK SOFTWARE	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV008846552	CONNECTWISE IT HELPDESK SOFTWARE	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV009052302	CONNECTWISE IT HELPDESK SOFTWARE	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV009292922	CONNECTWISE IT HELPDESK SOFTWARE	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV009485442	CONNECTWISE IT HELPDESK SOFTWARE	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV009724632	CONNECTWISE IT HELPDESK SOFTWARE	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV00995474	CONNECTWISE IT HELPDESK SOFTWARE	\$623.07	20913900-54320	SOFTWARE	\$623.07
	INV009322242	CONNECTWISE IT HELPDESK SOFTWARE	\$11,850.00	20913900-54320	SOFTWARE	\$11,850.00
	Vendor Total: -----					\$1,279.81
D WALTER K BARR	4908	DOT PHYSICALS	\$300.00	10024620-54161	BACKGROUND & PHYSICALS	\$100.00
				80026400-54161	BACKGROUND & PHYSICALS	\$100.00
				84027221-54161	BACKGROUND & PHYSICALS	\$100.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
D WALTER K BARR	6536	DOT PHYSICALS	\$150.00	84027221-54161	BACKGROUND & PHYSICALS	\$150.00
	6543	DOT PHYSICALS	\$300.00	84027221-54161	BACKGROUND & PHYSICALS	\$300.00
	Vendor Total:					\$750.00
DANIEL STEEL & MACHINE INC	110623-C	CRANE SERVICES AS NEEDED AT WWTP	\$882.50	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$882.50
	Vendor Total:					\$882.50
DC ELECTRIC GROUP INC	470722	TRAFFIC SIGNAL REPAIRS AT GOBBI AND STATE STREET A	\$7,318.14	10024210-52100	CONTRACTUAL SERVICES	\$7,318.14
	471216	TRAFFIC SIGNAL REPAIRS AT GOBBI AND STATE STREET A	\$6,461.54	10024214-52100	CONTRACTUAL SERVICES	\$6,461.54
	Vendor Total:					\$13,779.68
DEEP VALLEY SECURITY	413329	FIRE ALARM INSPECTION CIVIC CENTER/ ANNEX BLDG	\$125.00	20824700-56300	BUILDING MAINT. & REPAIR	\$125.00
	Vendor Total:					\$125.00
DEPARTMENT OF JUSTICE	692879	FINGERPRINTS	\$211.00	10020210-54169	LIVESCAN	\$211.00
	Vendor Total:					\$211.00
DEPT OF CONSERVATION	JULY-SEP 2023	QUARTERLY TAX RETURN FOR SMIP	\$916.73	90000000-23006	STRONG MOTION ED. SET ASIDE	(\$48.25)
				90000000-23005	STRONG MOTION INSTR. PROG.	\$964.98
				Vendor Total:		\$916.73
DON TUBBS	BA FY 23/24	BOOT ALLOWANCE	\$235.17	84027225-54100	SUPPLIES	\$235.17
						\$235.17
EFFICIENCY SERVICES GROUP LLC	00014028	ADMIN OF EUD PUBLIC BENEFITS P	\$3,500.00	80626450-52137	PUBLIC BENEFITS PROGRAM MGMT	\$3,500.00
						\$3,500.00
EMD MILLIPORE CORP	11063777	ZLX0EDI05, REPAIR CHARGE, AWAAZONE3	\$3,426.28	84027225-56125	LAB EQUIP-REPAIR & MAINT.	\$3,426.28
						\$3,426.28
ENTENMANN-ROVIN CO	0177587-IN	DOME BADGES UKIAH PD	\$291.56	10020210-54100	SUPPLIES	\$291.56
						\$291.56
EUREKA OXYGEN CO	U 201404	EQUIPMENT MAINTANENCE	\$373.09	82027114-54100	SUPPLIES	\$373.09
	484895	EQUIPMENT MAINTANCE	\$1,070.97	84027225-54100	SUPPLIES	\$1,070.97
	Vendor Total:					\$1,444.06
EUROFINS EATON ANALYTICAL LLC	3800031328	ANALYYZE UCMR5 SAMPLES	\$2,215.00	82027111-52100	CONTRACTUAL SERVICES	\$2,215.00
						\$2,215.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail					
FEDERAL EXPRESS	8-292-45883	SHIPPING SERVICES	\$1,043.57	84027221-56130	EXTERNAL SERVICES	\$471.61			
				10020210-54101	POSTAGE	\$38.19			
				10020210-54101	POSTAGE	\$39.02			
				10020210-54101	POSTAGE	\$39.02			
				84027225-54101	POSTAGE	\$151.91			
				84027225-54101	POSTAGE	\$151.91			
				84027225-54101	POSTAGE	\$151.91			
	8-299-46335	SHIPPING SERVICES	\$344.34	10020210-54101	POSTAGE	\$38.61			
				84027225-54101	POSTAGE	\$101.91			
				84027225-54101	POSTAGE	\$101.91			
				84027225-54101	POSTAGE	\$101.91			
				Vendor Total: -----		\$1,387.91			
				FRIEDMANS HOME IMPROVEMENT	INV17601437	MISC. ITEMS AS NEEDED	\$52.86	77725200-56600	AIRFIELD MAINTENANCE & REPAIR
INV17601797					MISC. ITEMS AS NEEDED	\$66.08	77725200-56600	AIRFIELD MAINTENANCE & REPAIR	\$66.08
INV17594277	MISC. ITEMS AS NEEDED	\$105.31	10022700-56300		BUILDING MAINT. & REPAIR	\$105.31			
INV17583795	MISC. ITEMS AS NEEDED	\$40.31	20824700-56300		BUILDING MAINT. & REPAIR	\$40.31			
INV17595216	MISC. ITEMS AS NEEDED	\$49.70	20824700-56300		BUILDING MAINT. & REPAIR	\$49.70			
INV17571798	MISC. ITEMS AS NEEDED	\$137.29	20824700-56300		BUILDING MAINT. & REPAIR	\$137.29			
INV17540262	MISC. ITEMS AS NEEDED	\$161.08	20824700-56300		BUILDING MAINT. & REPAIR	\$161.08			
INV17527579	MISC. ITEMS AS NEEDED	\$215.37	20824700-56300		BUILDING MAINT. & REPAIR	\$120.08			
			20824700-54102		SMALL TOOLS	\$95.29			
INV17508779	MISC. ITEMS AS NEEDED	\$235.19	20824700-56300		BUILDING MAINT. & REPAIR	\$235.19			
INV17555173	MISC. ITEMS AS NEEDED	\$280.92	20824700-56300		BUILDING MAINT. & REPAIR	\$280.92			
INV17530104	MISC. ITEMS AS NEEDED	\$22.55	77725200-56300		BUILDING MAINT. & REPAIR	\$22.55			
INV17558477	MISC. ITEMS AS NEEDED	\$180.70	77725200-56300		BUILDING MAINT. & REPAIR	\$180.70			
INV17527682	MISC. ITEMS AS NEEDED	\$220.58	77725200-56300		BUILDING MAINT. & REPAIR	\$220.58			
INV17553548	MISC. ITEMS AS NEEDED	\$235.58	77725200-56300		BUILDING MAINT. & REPAIR	\$235.58			
INV17522000	MISC. ITEMS AS NEEDED	\$265.78	77725200-56300		BUILDING MAINT. & REPAIR	\$265.78			
INV17549498	MISC. ITEMS AS NEEDED	\$360.29	77725200-56300		BUILDING MAINT. & REPAIR	\$360.29			

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FRIEDMANS HOME IMPROVEMENT	INV17527543	MISC. ITEMS AS NEEDED	\$662.69	77725200-56300	BUILDING MAINT. & REPAIR	\$662.69
	CN-508866	RETURN: UTILITY PANEL	(\$82.27)	82027111-56300	BUILDING MAINT. & REPAIR	(\$82.27)
	INV17567452	MISC. ITEMS AS NEEDED	\$55.88	82027111-56300	BUILDING MAINT. & REPAIR	\$55.88
	INV17567260	MISC. ITEMS AS NEEDED	\$98.46	82027111-56300	BUILDING MAINT. & REPAIR	\$98.46
	INV17590655	MISC. ITEMS AS NEEDED	\$28.33	84027225-56300	BUILDING MAINT. & REPAIR	\$28.33
	INV17588503	MISC. ITEMS AS NEEDED	\$52.55	84027225-56300	BUILDING MAINT. & REPAIR	\$52.55
	INV17568939	MISC. ITEMS AS NEEDED	\$65.86	84027225-56300	BUILDING MAINT. & REPAIR	\$65.86
	INV17559882	MISC. ITEMS AS NEEDED	\$114.38	84027225-56300	BUILDING MAINT. & REPAIR	\$114.38
	INV17593984	MISC. ITEMS AS NEEDED	\$119.02	82027111-56120	EQUIPMENT MAINTENANCE & REPAIR	\$119.02
	INV17501086	MISC. ITEMS AS NEEDED	\$54.41	83027330-56120	EQUIPMENT MAINTENANCE & REPAIR	\$54.41
	INV17552184	MISC. ITEMS AS NEEDED	\$10.81	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$10.81
	INV17526446	MISC. ITEMS AS NEEDED	\$30.71	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$30.71
	INV17567928	MISC. ITEMS AS NEEDED	\$154.46	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$154.46
	INV17527498	MISC. ITEMS AS NEEDED	\$100.48	10521210-56130	EXTERNAL SERVICES	\$100.48
	INV17552866	MISC. ITEMS AS NEEDED	\$45.04	71021100-56130	EXTERNAL SERVICES	\$45.04
	INV17598734	MISC. ITEMS AS NEEDED	\$46.16	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$46.16
	INV17535004	MISC. ITEMS AS NEEDED	\$41.29	80126100-80230	INFRASTRUCTURE	\$41.29
	INV17501087	MISC. ITEMS AS NEEDED	\$39.15	31622861-52160	PUMPKINFEST EXPENDITURES	\$39.15
	INV17562741	MISC. ITEMS AS NEEDED	\$5.56	20324100-58510	REIMBURSABLE JOBS	\$5.56
	INV17605911	MISC. ITEMS AS NEEDED	\$47.65	80026210-54102	SMALL TOOLS	\$47.65
	INV17486007	MISC. ITEMS AS NEEDED	\$472.77	82027111-54102	SMALL TOOLS	\$472.77
	INV17568534	MISC. ITEMS AS NEEDED	\$575.16	84027225-54102	SMALL TOOLS	\$575.16
	INV17505400	MISC. ITEMS AS NEEDED	\$18.74	10022100-54100	SUPPLIES	\$18.74
	INV17506520	MISC. ITEMS AS NEEDED	\$108.38	10024210-54100	SUPPLIES	\$108.38
	INV17592582	MISC. ITEMS AS NEEDED	\$20.13	10024620-54100	SUPPLIES	\$20.13
	INV17526853	MISC. ITEMS AS NEEDED	\$23.83	10024620-54100	SUPPLIES	\$23.83

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FRIEDMANS HOME IMPROVEMENT	INV17583069	MISC. ITEMS AS NEEDED	\$26.18	10024620-54100	SUPPLIES	\$26.18
	INV17530494	MISC. ITEMS AS NEEDED	\$27.19	10024620-54100	SUPPLIES	\$27.19
	INV17561491	MISC. ITEMS AS NEEDED	\$38.51	10024620-54100	SUPPLIES	\$38.51
	INV17565030	MISC. ITEMS AS NEEDED	\$55.03	10024620-54100	SUPPLIES	\$55.03
	INV17503097	MISC. ITEMS AS NEEDED	\$65.21	10024620-54100	SUPPLIES	\$65.21
	INV17536179	MISC. ITEMS AS NEEDED	\$76.20	10024620-54100	SUPPLIES	\$76.20
	INV17562274	MISC. ITEMS AS NEEDED	\$86.75	10024620-54100	SUPPLIES	\$86.75
	INV17556798	MISC. ITEMS AS NEEDED	\$92.61	10024620-54100	SUPPLIES	\$92.61
	INV17593320	MISC. ITEMS AS NEEDED	\$104.51	10024620-54100	SUPPLIES	\$104.51
	INV17584314	MISC. ITEMS AS NEEDED	\$113.37	10024620-54100	SUPPLIES	\$113.37
	INV17503585	MISC. ITEMS AS NEEDED	\$150.00	10024620-54100	SUPPLIES	\$150.00
	INV17526166	MISC. ITEMS AS NEEDED	\$160.95	10523600-54100	SUPPLIES	\$160.95
	INV17554902	MISC. ITEMS AS NEEDED	\$64.26	20324100-54100	SUPPLIES	\$64.26
	INV17571725	MISC. ITEMS AS NEEDED	\$40.23	31622861-54100	SUPPLIES	\$40.23
	INV17530339	MISC. ITEMS AS NEEDED	\$56.32	31622861-54100	SUPPLIES	\$56.32
	INV17508437	MISC. ITEMS AS NEEDED	\$386.19	31622861-54100	SUPPLIES	\$386.19
	INV17591550	MISC. ITEMS AS NEEDED	\$60.51	77725200-54100	SUPPLIES	\$60.51
	INV17528151	MISC. ITEMS AS NEEDED	\$52.14	80026110-54100	SUPPLIES	\$52.14
	INV17532978	MISC. ITEMS AS NEEDED	\$149.23	80026110-54100	SUPPLIES	\$149.23
	INV1751777	MISC. ITEMS AS NEEDED	\$232.57	80026110-54100	SUPPLIES	\$232.57
	INV17588430	MISC. ITEMS AS NEEDED	\$46.17	80026120-54100	SUPPLIES	\$46.17
	INV17534914	MISC. ITEMS AS NEEDED	\$52.25	80026120-54100	SUPPLIES	\$52.25
	INV17539777	MISC. ITEMS AS NEEDED	\$40.23	82027110-54100	SUPPLIES	\$40.23
	INV17584309	MISC. ITEMS AS NEEDED	\$46.90	82027111-54100	SUPPLIES	\$46.90
	INV17499888	MISC. ITEMS AS NEEDED	\$175.69	82027111-54100	SUPPLIES	\$175.69
	INV17503634	MISC. ITEMS AS NEEDED	\$217.73	82027111-54100	SUPPLIES	\$217.73
	INV17494408	MISC. ITEMS AS NEEDED	\$284.12	82027111-54100	SUPPLIES	\$284.12
	INV17591265	MISC. ITEMS AS NEEDED	\$22.85	82027114-54100	SUPPLIES	\$11.43
				84027221-54100	SUPPLIES	\$11.42

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
FRIEDMANS HOME IMPROVEMENT	INV17624304	MISC. ITEMS AS NEEDED	\$32.30	82027114-54100	SUPPLIES	\$32.30
	INV17588299	MISC. ITEMS AS NEEDED	\$71.08	82027114-54100	SUPPLIES	\$71.08
	INV17493287	MISC. ITEMS AS NEEDED	\$80.08	82027114-54100	SUPPLIES	\$80.08
	INV17559677	MISC. ITEMS AS NEEDED	\$132.77	82027114-54100	SUPPLIES	\$66.39
				84027221-54100	SUPPLIES	\$66.38
	INV17503874	MISC. ITEMS AS NEEDED	\$213.90	82027114-54100	SUPPLIES	\$213.90
	INV17589302	MISC. ITEMS AS NEEDED	\$293.23	82027114-54100	SUPPLIES	\$146.62
				84027221-54100	SUPPLIES	\$146.61
	INV47567992	MISC. ITEMS AS NEEDED	\$175.33	83027330-54100	SUPPLIES	\$175.33
	INV17616946	MISC. ITEMS AS NEEDED	\$11.76	84027221-54100	SUPPLIES	\$11.76
Vendor Total:					\$9,473.57	
GENERAL PACIFIC INC	1477844	(IN-15) INSULATOR, 15KV DE POLY (SALISBURY 9501U-S	\$3,977.53	80000000-12104	INVENTORY - PURCHASES	\$3,416.03
				80026110-54100	SUPPLIES	\$561.50
	Vendor Total:					\$3,977.53
GI JOES ARMY-NAVY	197181	RAIN GEAR	\$105.60	84027221-54100	SUPPLIES	\$105.60
					Vendor Total: \$105.60	
GOLDEN STATE EMERGENCY VEHICLE SERVICE INC	CI042101	WATEROUS SCREEN	\$99.90	10521210-56130	EXTERNAL SERVICES	\$99.90
					Vendor Total: \$99.90	
GRAINGER INC	9888095321	CENTRIFUGE TUBE, BUFFER SOLUTION	\$471.73	84027225-54103	LAB SUPPLIES	\$471.73
	9837275172	LARGE SCOOP	\$45.35	10521210-54100	SUPPLIES	\$45.35
	9851158049	HANG AND STACK BINS	\$272.93	71021100-54100	SUPPLIES	\$272.93
	9888095339	ABSORB SOCK, OILBASE LIQUIDS	\$279.03	80026220-54100	SUPPLIES	\$279.03
					Vendor Total: \$1,069.04	
GREG S CONRAD	9509	FECAL COLFORM IN SOIL	\$375.00	84027225-52100	CONTRACTUAL SERVICES	\$375.00
					Vendor Total: \$375.00	
HERC RENTALS INC	33660494-009	RENTAL OR PURCHASE OF MISC EQUIPMENT	\$3,292.58	82027114-56410	EQUIPMENT RENTAL - PRIVATE	\$1,646.29
				84027221-56410	EQUIPMENT RENTAL - PRIVATE	\$1,646.29
				Vendor Total: \$3,292.58		

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
HERMANO MOORE	TA 11/28-12/1/23	TRAVEL ADVANCE	\$90.00	10521210-57100	LEARNING AND DEVELOPMENT	\$90.00
Vendor Total:						\$90.00
HOWARD INDUSTRIES C/O WRATHALL & KRUSI INC	54021-185623	TRANSFORMER, OVERHEAD MOUNT 25	\$25,939.47	80000000-12104	INVENTORY - PURCHASES	\$25,939.47
Vendor Total:						\$25,939.47
ICC GENERAL CODE INC	GC0012450	CODIFICATION SERVICES AS PER A	\$430.00	20012500-52100	CONTRACTUAL SERVICES	\$430.00
Vendor Total:						\$430.00
INDUSTRIAL SAFETY LLC	1000150392	NSA HYDROLITE FR 2.0 EXTREME WEATHER JACKET, TYPE	\$6,570.50	80026110-54100	SUPPLIES	\$6,570.50
Vendor Total:						\$6,570.50
INTEGRITY SHRED LLC	151016	DOCUMENT SHREDDING	\$72.00	20012500-52100	CONTRACTUAL SERVICES	\$72.00
	150967	DOCUMENT SHREDDING	\$61.00	20513300-52100	CONTRACTUAL SERVICES	\$61.00
	150855	DOCUMENT SHREDDING	\$65.00	10020210-54100	SUPPLIES	\$32.50
				20620231-54100	SUPPLIES	\$32.50
	Vendor Total:					\$198.00
JAMES DAY CONSTRUCTION, INC	RET 2223156 8957	CONTRACT WITHHOLDING: 2223156	\$5,683.57	80100000-20150	AP CONTRACT RETAINAGE	\$184.72
				80100000-20150	AP CONTRACT RETAINAGE	\$939.60
				80100000-20150	AP CONTRACT RETAINAGE	\$1,335.80
				80100000-20150	AP CONTRACT RETAINAGE	\$3,223.45
				Vendor Total:		\$5,683.57
JAMES ROBBINS	TR 11/1-3/23	TRAVEL REIMBURSEMENT	\$1,046.40	20023510-57100	LEARNING AND DEVELOPMENT	\$1,046.40
Vendor Total:						\$1,046.40
JEFFREY MORRIS	WLBA FY 23/24	WILDLAND BOOT ALLOWANCE	\$450.00	10521210-54106	SPECIALTY SUPPLIES	\$450.00
Vendor Total:						\$450.00
JOE FOWLER	BA FY 23/24	BOOT ALLOWANCE	\$185.08	10022100-54100	SUPPLIES	\$185.08
Vendor Total:						\$185.08
JOHN AGUILAR	41479 23/24	REIMBURSEMENT: T2 WATER TREATMENT RENEWAL	\$60.00	82027114-57100	LEARNING AND DEVELOPMENT	\$60.00
Vendor Total:						\$60.00
JOHNSONS CUSTOM LANDSCAPING INC	15448	LANDSCAPE MAINTENANCE: SUBSTA	\$350.00	80026210-52100	CONTRACTUAL SERVICES	\$350.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
JOHNSONS CUSTOM LANDSCAPING INC	15512	LANDSCAPE MAINTENANCE: SUBSTA	\$1,015.00	80026210-52100	CONTRACTUAL SERVICES	\$350.00
				80026400-52100	CONTRACTUAL SERVICES	\$665.00
	15449	LANDSCAPE MAINTENANCE: SUBSTATION	\$665.00	80026400-52100	CONTRACTUAL SERVICES	\$665.00
					Vendor Total:	\$2,030.00
JUSTIN HILL	12984	ANNUAL INSPECTION APPARATUS T-6852	\$1,100.00	10521210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,100.00
					Vendor Total:	\$1,100.00
KELLY-MOORE PAINT COMPANY INC	910- 00000387532	MISC. PURCHASES AS REQUIRED	\$80.96	84027225-56300	BUILDING MAINT. & REPAIR	\$80.96
	910- 00000388009	MISC. PURCHASES AS REQUIRED	\$131.39	84027225-56300	BUILDING MAINT. & REPAIR	\$131.39
	910- 00000387398	MISC. PURCHASES AS REQUIRED	\$270.97	84027225-56300	BUILDING MAINT. & REPAIR	\$270.97
	910- 00000387232	MISC. PURCHASES AS REQUIRED	\$4,825.72	84027225-56300	BUILDING MAINT. & REPAIR	\$4,825.72
	910- 00000386825	MISC. PURCHASES AS REQUIRED	\$153.46	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$153.46
	910- 00000388137	MISC. PURCHASES AS REQUIRED	\$167.95	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$167.95
	910- 00000387906	MISC. PURCHASES AS REQUIRED	\$11.58	10022700-54100	SUPPLIES	\$11.58
	910- 00000387952	MISC. PURCHASES AS REQUIRED	\$96.13	10022700-54100	SUPPLIES	\$96.13
	910- 00000387789	MISC. PURCHASES AS REQUIRED	\$196.64	10022700-54100	SUPPLIES	\$196.64
					Vendor Total:	\$5,934.80
KEMIRA WATER SOLUTIONS INC	9017809229	LIQUID FERRIC CHLORIDE ONE YEA	\$17,750.93	84027225-58202	CHEMICALS	\$17,750.93
					Vendor Total:	\$17,750.93
KIMBALL MIDWEST	101529398	CABLE, HEX NUT, NYLON LOCK, FINE BRISTLE DISC	\$401.93	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$401.93
					Vendor Total:	\$401.93
L & M DISTRIBUTION INC	49348	NOVA CAULK, NOVA PAINT	\$515.17	10022100-54100	SUPPLIES	\$515.17
					Vendor Total:	\$515.17
LAKE PARTS INC	326533	FHP TRUFLEX V-BELT	\$36.06	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$36.06
	329518	CABIN AIR FILTER, TIRE VALVE, ARMORAL TIRE FOAM	\$116.99	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$116.99
	327225	RETURN RADIAL SEAL FILTER	(\$43.41)	20324100-56112	EQUIPMENT PARTS FOR RESALE	(\$43.41)

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LAKE PARTS INC	327210	RADIAL SEAL FILTER	\$43.41	20324100-56112	EQUIPMENT PARTS FOR RESALE	\$43.41
	328811	OIL DRAIN PLUG GASKET, OIL FILTER	\$51.32	10020210-56130	EXTERNAL SERVICES	\$51.32
	327950	HI POWER IND V-BELT	\$26.83	10022100-56130	EXTERNAL SERVICES	\$26.83
	327209	SPIN-ON FLUID FILTER, AIR FILTER, IN-LINE FILTER	\$111.34	10022100-56130	EXTERNAL SERVICES	\$111.34
	327172	BATTERY, CORE DEPOSIT	\$155.25	10022100-56130	EXTERNAL SERVICES	\$155.25
	328022	RETURN OIL FILTER	(\$20.37)	10024620-56130	EXTERNAL SERVICES	(\$20.37)
	328211	SPIN-ON FLUID FILTER	\$10.15	10024620-56130	EXTERNAL SERVICES	\$10.15
	326526	SPIN-ON FLUID FILTERS	\$48.43	10024620-56130	EXTERNAL SERVICES	\$48.43
	329664	AIR FILTER	\$75.24	10024620-56130	EXTERNAL SERVICES	\$75.24
	326528	OIL FILTER, RADIAL SEAL FILTER	\$204.54	10024620-56130	EXTERNAL SERVICES	\$204.54
	329057	AIR FILTER, CABIN AIR FILTER	\$86.66	10521210-56130	EXTERNAL SERVICES	\$86.66
	327079	TOGGLE SWITCH	\$15.67	77725200-56130	EXTERNAL SERVICES	\$15.67
	326236	SEALED BEAM	\$21.55	77725200-56130	EXTERNAL SERVICES	\$21.55
	327078	INCANDESCENT SOLID BEAMS	\$38.20	77725200-56130	EXTERNAL SERVICES	\$38.20
	328050	SPIN-ON FLUID FILTER	\$43.79	77725200-56130	EXTERNAL SERVICES	\$43.79
	327080	HALOGEN SEALED BEAMS	\$86.19	77725200-56130	EXTERNAL SERVICES	\$86.19
	328020	SPIN-ON FLUID FILTERS, PANEL FILTER	\$138.21	77725200-56130	EXTERNAL SERVICES	\$138.21
	328247	SUPPORT	\$26.06	80026110-56130	EXTERNAL SERVICES	\$26.06
	328404	MINI BULBS	\$8.15	84027225-56130	EXTERNAL SERVICES	\$8.15
	328765	WIPER BLADES	\$31.43	84027225-56130	EXTERNAL SERVICES	\$31.43
	326151	FLUID EVAC PLUT, BATTERY FILL	\$200.16	84027225-58410	GARAGE LUBRICANTS & PARTS	\$200.16
	329186	BLUE DEF FLUID	\$19.04	10024620-54100	SUPPLIES	\$19.04
	326575	MICROFIBER TOWEL PACK	\$11.91	82027111-54100	SUPPLIES	\$11.91
Vendor Total:						\$1,542.80
LANGUAGE LINE SERVICE INC	11145005	TRANSLATION AND INTERPRETING S	\$19.84	20012300-52100	CONTRACTUAL SERVICES	\$19.84
					Vendor Total:	\$19.84
LDA PARTNERS INC	8/799-01-22	CORPORATION YARD DESIGN SERVICE	\$4,016.52	20824300-80220	BUILDING IMPROVEMENTS	\$4,016.52
					Vendor Total:	\$4,016.52

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
LEXISNEXIS RISK DATA MANAGEMENT INC	1410964-20231031	LEXIS NEXIS LE PLUS SEARCHING	\$75.00	10020210-54202	MAJOR CRIME INVESTIGATIONS	\$75.00
Vendor Total:						\$75.00
LUCAS MARTIN	BA FY 23/24	BOOT ALLOWANCE	\$242.72	82027114-54100	SUPPLIES	\$121.36
				84027221-54100	SUPPLIES	\$121.36
Vendor Total:						\$242.72
LYMAN GROUP INC	FNCHG-2310	FINANCE CHARGE	\$1.08	10024620-54100	SUPPLIES	\$1.08
	1870250	STRAW RICE, EROSION MIX	\$49.07	10024620-54100	SUPPLIES	\$49.07
	1869010	PROPANE	\$83.86	31622861-54100	SUPPLIES	\$83.86
Vendor Total:						\$134.01
MARK CLEMENTI PHD	11-01-23PD	PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATION	\$774.00	10020210-54161	BACKGROUND & PHYSICALS	\$774.00
Vendor Total:						\$774.00
MATHESON TRI-GAS INC	0028715362	OXYGEN & MISC. AS NEEDED	\$114.65	80026220-54100	SUPPLIES	\$114.65
Vendor Total:						\$114.65
MATT KEIZER	BA FY 23/24	BOOT ALLOWANCE	\$203.78	10023320-54100	SUPPLIES	\$203.78
Vendor Total:						\$203.78
MAVERICK NETWORKS, INC	2301894	T&M REMOTE	\$120.00	20913900-52100	CONTRACTUAL SERVICES	\$120.00
	2301920	T&M REMOTE	\$120.00	20913900-52100	CONTRACTUAL SERVICES	\$120.00
	2302012	T&M REMOTE SERVICES	\$120.00	20913900-52100	CONTRACTUAL SERVICES	\$120.00
	2302010	T&M REMOTE, ADDITIONAL REMOTE SERVICES	\$680.00	20913900-52100	CONTRACTUAL SERVICES	\$680.00
	2302044	AMC SOFTWARE	\$2,207.22	20913900-54320	SOFTWARE	\$2,207.22
Vendor Total:						\$3,247.22
MAYA SIMERSON	126282	REIMBURSEMENT: MAYOR RECEPTION GIFT	\$86.01	20010000-54100	SUPPLIES	\$86.01
Vendor Total:						\$86.01
MEAD & HUNT INC	349023	CONSTRUCTION ADMIN SVCS FOR RU	\$2,659.50	77825200-80230	INFRASTRUCTURE	\$2,659.50
	350353	CONSTRUCTION ADMIN SVCS FOR RU	\$3,957.25	77825200-80230	INFRASTRUCTURE	\$3,957.25
	351601	CONSTRUCTION ADMIN SVCS FOR RU	\$4,683.43	77825200-80230	INFRASTRUCTURE	\$4,683.43
	353271	CONSTRUCTION ADMIN SVCS FOR RU	\$6,541.50	77825200-80230	INFRASTRUCTURE	\$6,541.50
Vendor Total:						\$17,841.68

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
MENDO MILL & LUMBER CO	248513/1	MOUSE TRAPS, TOMCAT RAT SNAP	\$18.20	10521210-56300	BUILDING MAINT. & REPAIR	\$18.20
	248128/1	ANT & ROACH BAIT, ROACH TRAPS	\$21.79	10521210-56300	BUILDING MAINT. & REPAIR	\$21.79
	248534/1	CONC DPREACH FOGGER	\$24.14	10521210-56300	BUILDING MAINT. & REPAIR	\$24.14
	248365/1	S-BINER	\$4.70	10521210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$4.70
	248457/1	KEY FIC2 MOTORHOME LOCK	\$3.26	83027330-54102	SMALL TOOLS	\$3.26
	249021/1	WASTEBASKET, PELLETS	\$33.64	10521210-54100	SUPPLIES	\$33.64
	248615/1	SPRING SMPA, KEY BLANK MASTER	\$30.39	82027111-54100	SUPPLIES	\$30.39
	248833/1	FILTER FRNC PLEAT	\$8.70	82027114-54100	SUPPLIES	\$8.70
Vendor Total:						\$144.82
MES - MUNICIPAL EMERGENCY SERVICES INC	IN1928977	RESCUE TOOLS BATTERY CUTTER, SPREADER SERVICES	\$2,477.22	10521210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$2,477.22
	Vendor Total:					\$2,477.22
MICHAEL ESCOBEDO	8/19-11/11/23	INSTRUCTOR	\$112.00	10022850-52100	CONTRACTUAL SERVICES	\$112.00
	10/14-11/11/23	INSTRUCTOR	\$871.50	10022850-52100	CONTRACTUAL SERVICES	\$871.50
Vendor Total:						\$983.50
MIRACLE PLAYSYSTEMS INC	F2023-1081	TODD GROVE PARK LARGE PLAYGROUND	\$11,330.68	30322230-80100	MACHINERY & EQUIPMENT	\$11,330.68
	Vendor Total:					\$11,330.68
MOIRS	185766	CHLORINE 15 GALLON	\$740.26	82027111-58202	CHEMICALS	\$740.26
	185922	CHLORINE 15 GALLON	\$740.26	82027111-58202	CHEMICALS	\$740.26
	185664	CHLORINE 15 GALLON	\$832.80	82027111-58202	CHEMICALS	\$832.80
Vendor Total:						\$2,313.32
NCPA	006102-1123041	REGISTRATION: C SAUERS, D LUCCHETTI	\$1,950.00	80026400-57100	LEARNING AND DEVELOPMENT	\$1,950.00
	006102-1123029	NOV 23 NCPA	\$717,059.00	80026440-58104	NCPA MANAGEMENT SERVICES	\$51,328.00
				80026440-58101	NCPA PLANT GENERATION	\$224,914.00
				80026440-58102	NCPA POWER PURCHASES	\$295,712.00
				80026440-58105	NCPA THIRD PARTY SALES	(\$49,912.00)
				80026440-58103	NCPA TRANSMISSION	\$195,017.00
Vendor Total:						\$719,009.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
NICK BARBIERI TRUCKING LLC	0071532-IN	CARDLOCK FUEL PURCHASES	\$3,054.65	20324100-58410	GARAGE LUBRICANTS & PARTS	\$3,054.65
					Vendor Total:	\$3,054.65
OFFICE DEPOT INC	336358246001	INK, CD/DVD PAPER, ENVELOPES	\$64.18	10020210-54100	SUPPLIES	\$64.18
	337601028001	FOLDERS, BLUE & WHITE INDEX PAPER	\$146.53	10020210-54100	SUPPLIES	\$146.53
	334920805001	NAME BADGES, TAPE	\$54.49	20012100-54100	SUPPLIES	\$54.49
	338284637001	WALL CALENDERS	\$124.07	20012500-54100	SUPPLIES	\$124.07
	338283035001	WALL CALENDERS	\$215.18	20012500-54100	SUPPLIES	\$215.18
	336122988001	HP TONER	\$100.98	20413500-54100	SUPPLIES	\$100.98
	336119397001	HP BLACK AND YELLOW TONER	\$196.46	20413500-54100	SUPPLIES	\$196.46
	335783166001	NOTEBOOKS	\$48.50	80026400-54100	SUPPLIES	\$48.50
	335784229001	BLACK GEL PENS, BLUE GEL PENS	\$58.10	80026400-54100	SUPPLIES	\$58.10
					Vendor Total:	\$1,008.49
OLIN CORPORATION	900341633	LIQUID SODIUM HYPOCHLORITE FY	\$11,735.64	84027225-58202	CHEMICALS	\$11,735.64
					Vendor Total:	\$11,735.64
ONE TIME PAY VENDOR	270-CAMEU2022010113	REFUND: OVERPAID AMBULANCE BILL AURTHUR GHIRINGHEL	\$126.93	71000000-10415	ACCRUED REVENUE	\$126.93
	202304179551600	REFUND: COTIVITI HELATHCARE & KAISER FOUNDATION	\$2,888.23	71000000-10415	ACCRUED REVENUE	\$2,888.23
	0032683	REC REFUND: RACHELLE VANDAGRIFF	\$85.00	10022831-44915	RECREATION PROGRAM INCOME	\$85.00
					Vendor Total:	\$3,100.16
OPPERMAN & SON INC	01P67663	RED C.M. LIGHT	\$12.91	10024620-56130	EXTERNAL SERVICES	\$12.91
	01P67894	SOLENOID SWITCH	\$58.73	10024620-56130	EXTERNAL SERVICES	\$58.73
	01P68266	OIL FILTER, FILTER KIT, FILTER ELEMENT	\$145.41	10024620-56130	EXTERNAL SERVICES	\$145.41
	01P68392	SPIN-ON LUBE FILTER, FILTER, LOW PRESSURE HOSE	\$44.15	10521210-56130	EXTERNAL SERVICES	\$44.15
	01P67501	OIL FILTER	\$17.83	77725200-56130	EXTERNAL SERVICES	\$17.83
	01P67922	INDUSTRIAL BELT	\$50.01	77725200-56130	EXTERNAL SERVICES	\$50.01
	01P67627	MIRROR BRACKET	\$778.15	82027114-56130	EXTERNAL SERVICES	\$778.15
	01P68201	3/4" X 12' FUEL HOSES	\$322.74	84027221-56130	EXTERNAL SERVICES	\$322.74

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Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
OPPERMAN & SON INC	01P68245	FENDER LIGHT, FENDER MARKER LIGHT	\$394.65	84027221-56130	EXTERNAL SERVICES	\$394.65
					Vendor Total:	\$1,824.58
OVERHEAD DOOR COMPANY OF SANTA ROSA INC	4534376	PW COMMERCIAL SERVICE	\$1,007.50	10521210-56300	BUILDING MAINT. & REPAIR	\$1,007.50
	4534391	DESCRIPTION: 2500 SERIES SHEET DOOR DETAILS: 14'0"	\$11,316.00	10521210-56300	BUILDING MAINT. & REPAIR	\$11,316.00
					Vendor Total:	\$12,323.50
OWEN EQUIPMENT SALES	00061626	BREATHING, FILTER ELEMENT, HYDRAULIC FILTER	\$214.90	10024620-56130	EXTERNAL SERVICES	\$214.90
	00061601	WLDT-DIRT SHOE	\$2,244.90	10024620-56130	EXTERNAL SERVICES	\$2,244.90
	00061618	AIR CYLINDER, BLOCK STOP	\$516.62	84027221-56130	EXTERNAL SERVICES	\$516.62
					Vendor Total:	\$2,976.42
PACE SUPPLY CORPORATION	029030910	2 PVC 80 SOC CAP 847 -020	\$41.54	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$41.54
	029002239	2 M170 RECORDALL LF BRS WATER METER	\$1,109.61	82027114-54100	SUPPLIES	\$1,109.61
					Vendor Total:	\$1,151.15
PARKER, LUCAS AND ASSOCIATES	44	UNDERWRITING SERVICES FOR BUSI	\$375.00	61123410-52100	CONTRACTUAL SERVICES	\$375.00
					Vendor Total:	\$375.00
PETERSON POWER SYSTEMS INC	PR060020865	CORE RETURN	(\$34.52)	84027221-56130	EXTERNAL SERVICES	(\$34.52)
	PC060185660	BATTERY, CORE DEPOSIT	\$419.63	84027221-56130	EXTERNAL SERVICES	\$419.63
					Vendor Total:	\$385.11
PG&E CO	0853-6 OCT 23	PACIFIC GAS & ELECTRIC	\$4,475.22	31122000-55210	UTILITIES	\$4,475.22
					Vendor Total:	\$4,475.22
PITNEY BOWES INC	1024129522	POSTAGE MACHINE LEASE & SUPPLIES	\$130.60	20513300-54101	POSTAGE	\$130.60
					Vendor Total:	\$130.60
PUBLIC SERVICE DEPARTMENT	SEP 23	CITY UTILITIES	\$176,426.96	72022400-55211	GOLF UTILITIES	\$17,898.92
				10022100-55210	UTILITIES	\$29,631.33
				10022300-55210	UTILITIES	\$5,175.33
				10022700-55210	UTILITIES	\$2,632.26
				10024214-55210	UTILITIES	\$1,460.25
				10024620-55210	UTILITIES	\$522.75

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
PUBLIC SERVICE DEPARTMENT	SEP 23	CITY UTILITIES	\$176,426.96	20620231-55210	UTILITIES	\$114.52
				20824300-55210	UTILITIES	\$422.74
				20824700-55210	UTILITIES	\$15,824.20
				64020213-55210	UTILITIES	\$728.89
				73022600-55210	UTILITIES	\$3,224.30
				77725200-55210	UTILITIES	\$3,133.69
				80026400-55210	UTILITIES	\$2,001.38
				80526150-55210	UTILITIES	\$12,225.53
				82027111-55210	UTILITIES	\$35,374.94
				83027330-55210	UTILITIES	\$9,465.80
				84027221-55210	UTILITIES	\$117.96
				84027225-55210	UTILITIES	\$36,472.17
	47264	MISAPPLIED PAYMENT CORRECTION	\$182.00	90100000-10421	UTILITY RECEIVABLES CLEARING	\$182.00
	47020	MISAPPLIED PAYMENT CORRECTION	\$6,174.00	90100000-10421	UTILITY RECEIVABLES CLEARING	\$6,174.00
Vendor Total:						\$182,782.96
RAINBOW AGRICULTURAL SERVICES	805957/H	STARTER BR500, HOSE WASHER	\$100.69	10022100-54100	SUPPLIES	\$100.69
	67476/H	WHEAT STRAW	\$443.95	10022100-54100	SUPPLIES	\$443.95
	67662/H	INSULATED JACKET	\$136.08	10024210-54100	SUPPLIES	\$136.08
	67245/16	RAIN GEAR	\$90.36	10024620-54100	SUPPLIES	\$90.36
	67232/16	RAIN GEAR	\$136.08	10024620-54100	SUPPLIES	\$136.08
	67233/16	RAIN GEAR	\$136.08	10024620-54100	SUPPLIES	\$136.08
	67238/16	RAIN GEAR	\$136.08	10024620-54100	SUPPLIES	\$136.08
	67244/16	RAIN GEAR	\$137.17	10024620-54100	SUPPLIES	\$137.17
	67474/H	RAINBOOTS	\$146.98	20513380-54100	SUPPLIES	\$146.98
	67758/H	RAIN GEAR JACKET	\$137.17	20513382-54100	SUPPLIES	\$137.17
Vendor Total:						\$1,600.64
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	23-11 HEALTHCOMP	NOV 23 REMIF MEDICAL, DENTAL & VISION INSURANCE	\$354,864.32	20700000-20524	NON-EMPLOYEE HEALTH INS.PREMIUM	\$455.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	23-11 HEALTHCOMP	NOV 23 REMIF MEDICAL, DENTAL & VISION INSURANCE	\$354,864.32	20700000-20524	NON-EMPLOYEE HEALTH INS.PREMIUM	\$2,415.88
				20700000-20524	NON-EMPLOYEE HEALTH INS.PREMIUM	\$5,864.00
				20700000-20520	P/R DEDUCT.- MEDICAL INS	\$322,681.00
				20700000-20510	REMIF DENTAL	\$20,008.64
				20700000-20511	REMIF VISION	\$3,439.80
Vendor Total: \$354,864.32						
REDWOOD FORD	342821	FILTER ASSEMBLY, ELEMENT ASSEMBLY	\$32.56	80026110-56130	EXTERNAL SERVICES	\$32.56
	342813	SCREEN ASSEMBLY	\$36.43	80026110-56130	EXTERNAL SERVICES	\$36.43
	342832	V-BELT	\$70.32	80026110-56130	EXTERNAL SERVICES	\$70.32
	342695	BRAKE KIT	\$87.10	80026110-56130	EXTERNAL SERVICES	\$87.10
	342716	ELEMENT, ELEMENT ASSEMBLY, KIT	\$234.46	80026110-56130	EXTERNAL SERVICES	\$234.46
	342954	SEPARATOR ASSEMBLY	\$236.63	80026110-56130	EXTERNAL SERVICES	\$236.63
	342794	BATTERY, ANTI-FREEZE	\$272.14	80026110-56130	EXTERNAL SERVICES	\$272.14
	342953	ELEMENT KIT, ELEMENT, OUTLET TUBE	\$410.13	80026110-56130	EXTERNAL SERVICES	\$410.13
	342820	FILTER ASSEMBLY, ELEMENT ASSEMBLY	\$67.25	82027111-56130	EXTERNAL SERVICES	\$67.25
	342857	BRACKET, RETAINING PIN	\$50.63	84027225-56130	EXTERNAL SERVICES	\$50.63
Vendor Total: \$1,497.65						
RELIANCE ENTERPRISES	46336	COOLER REPAIR	\$140.00	73022600-56300	BUILDING MAINT. & REPAIR	\$140.00
	Vendor Total:					\$140.00
REOA LTD	262	OFFICIATING OF ADULT SOFTBALL	\$1,839.00	10022822-52100	CONTRACTUAL SERVICES	\$1,839.00
	Vendor Total:					\$1,839.00
RESPECTECH	48993	WEB PAGE SERVICE	\$357.00	92000000-52100	CONTRACTUAL SERVICES	\$357.00
	Vendor Total:					\$357.00
REXEL USA INC	4M80405	PHOTOCELL	\$220.70	84027225-56300	BUILDING MAINT. & REPAIR	\$220.70
	Y781757	SES CMR-9 CEILING	\$496.10	84027225-56300	BUILDING MAINT. & REPAIR	\$496.10
	4M81219	WALLPACK, 8.5W DUSK A19	\$588.67	84027225-56300	BUILDING MAINT. & REPAIR	\$588.67
	4N63162	JUMPER 60MM, SPLICES	\$62.22	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$62.22

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
REXEL USA INC	4K61953	LED AREA LIGHT, AREA LIGHT ARM	\$356.90	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$356.90
	4L80323	LED AREA LIGHTS	\$4,668.18	84027225-56504	FACILITY MAINTENANCE & REPAIR	\$4,668.18
	4N16963	90 DEGREE SWEEP, PVC SCH 40 CONDUIT, COUPLING	\$781.62	80126100-80230	INFRASTRUCTURE	\$781.62
	4M16516	INSULATED SCREW, SOCKET WITH HANDLE, WRENCH	\$327.42	20824700-54102	SMALL TOOLS	\$327.42
	Vendor Total:					\$7,501.81
RINEHART OIL INC	CL42001	FUEL CARD SERVICES AS PER ATTA	\$854.02	10022100-56210	FUEL & FLUIDS	\$854.02
	CL41853	FUEL CARD SERVICES AS PER ATTACHED	\$198.92	10023320-56210	FUEL & FLUIDS	\$198.92
	CL41814	FUEL CARD SERVICES AS PER ATTACHED	\$4,924.04	10521210-56210	FUEL & FLUIDS	\$4,084.94
				10523600-56210	FUEL & FLUIDS	\$186.93
				71021100-56210	FUEL & FLUIDS	\$652.17
	CL41854	FUEL CARD SERVICES AS PER ATTACHED	\$239.44	20513382-56210	FUEL & FLUIDS	\$239.44
	CL41856	FUEL CARD SERVICES AS PER ATTACHED	\$274.07	84027225-56210	FUEL & FLUIDS	\$274.07
	Vendor Total:					\$6,490.49
ROBERT HULBERT	396102	REIMBURSEMENT: GRADE 1 LECENSE	\$300.00	84027221-57100	LEARNING AND DEVELOPMENT	\$98.00
				84027221-57100	LEARNING AND DEVELOPMENT	\$202.00
				Vendor Total:		
ROCKWELL SOLUTIONS INC	3170	VX136-140 CI PUMP LOBE KIT NBR	\$10,287.60	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$10,287.60
					Vendor Total:	
ROGINA WATER COMPANY	AUG 23	WATER SERVICES: 1301 TALMAGE RD	\$36.95	10521210-55210	UTILITIES	\$36.95
					Vendor Total:	
RYAN MICHEL	TA 11/13-22/23	TRVEL ADVANCE	\$144.00	10020210-57100	LEARNING AND DEVELOPMENT	\$144.00
	TA 10/28-11/12/23	TRAVEL ADVANCE	\$198.00	10020210-57100	LEARNING AND DEVELOPMENT	\$198.00
					Vendor Total:	
SANTA ROSA JUNIOR COLLEGE	AR24-00491	REGISTRATION: C BALLESTRAZZE	\$3,422.00	10020210-57100	LEARNING AND DEVELOPMENT	\$3,422.00
	AR24-00580	REGISTRATION: R MICHAEL	\$3,422.00	10020210-57100	LEARNING AND DEVELOPMENT	\$3,422.00
	Vendor Total:					\$6,844.00

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SCOTT BOZZOLI	TR 11/1-2/23	TRAVEL REIMBURSEMENT	\$73.00	80026400-57100	LEARNING AND DEVELOPMENT	\$73.00
Vendor Total:						\$73.00
SEBASTOPOL BEARING & HYDRAULIC CO INC	IS83381	GEAR MOTOR	\$1,825.66	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,825.66
Vendor Total:						\$1,825.66
SOLID WASTES SYSTEMS INC	2603	MISC. DUMP FEES	\$244.15	10022100-54100	SUPPLIES	\$21.45
				10024620-54100	SUPPLIES	\$22.72
				10024620-54100	SUPPLIES	\$44.07
				20324100-54100	SUPPLIES	\$42.60
				82027114-54100	SUPPLIES	\$22.66
				84027221-54100	SUPPLIES	\$90.65
Vendor Total:						\$244.15
SOUTHERN TIRE MART LLC	7740003968	TIRES, TUBES, REPAIRS & LABOR	\$198.11	10020210-56130	EXTERNAL SERVICES	\$198.11
	7740003684	TIRES, TUBES, REPAIRS & LABOR	\$792.43	10020210-56130	EXTERNAL SERVICES	\$792.43
	7740003975	TIRES, TUBES, REPAIRS & LABOR	\$32.67	10022100-56130	EXTERNAL SERVICES	\$32.67
	7740004080	TIRES, TUBES, REPAIRS & LABOR	\$32.67	10022100-56130	EXTERNAL SERVICES	\$32.67
	7740003892	TIRES, TUBES, REPAIRS & LABOR	\$587.41	10022100-56130	EXTERNAL SERVICES	\$587.41
	7740003663	TIRES, TUBES, REPAIRS & LABOR	\$1,010.43	10024620-56130	EXTERNAL SERVICES	\$1,010.43
	7740003732	TIRES, TUBES, REPAIRS & LABOR	\$4,076.40	10024620-56130	EXTERNAL SERVICES	\$4,076.40
	7740003713	TIRES, TUBES, REPAIRS & LABOR	\$1,247.97	10521210-56130	EXTERNAL SERVICES	\$1,247.97
	7740003908	TIRES, TUBES, REPAIRS & LABOR	\$372.38	20324100-56130	EXTERNAL SERVICES	\$372.38
	7740003742	TIRES, TUBES, REPAIRS & LABOR	\$1,312.47	20824700-56130	EXTERNAL SERVICES	\$1,312.47
	7740003816	TIRES, TUBES, REPAIRS & LABOR	\$2,426.55	80026110-56130	EXTERNAL SERVICES	\$2,426.55
	7740003731	TIRES, TUBES, REPAIRS & LABOR	\$3,299.26	80026110-56130	EXTERNAL SERVICES	\$3,299.26
	7740003956	TIRES, TUBES, REPAIRS & LABOR	\$965.25	82027114-56130	EXTERNAL SERVICES	\$965.25
Vendor Total:						\$16,354.00
STAPLES CREDIT PLAN	7616214612-0-1	DOUBLE SIDED TAPE WITH DISPENSER	\$6.39	10022810-54100	SUPPLIES	\$6.39
	7617305969-0-1	BANKERS BOX BASIC	\$54.43	10022810-54100	SUPPLIES	\$54.43
	7617346995-0-1	SPIRAL NOTEBOOK, 5X8 QUICKNOTES	\$103.39	10024210-54100	SUPPLIES	\$103.39

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
STAPLES CREDIT PLAN	7617461790-1-1	RETURN- STAPLER	(\$19.33)	10521210-54100	SUPPLIES	(\$19.33)
	7617461790-0-1	PERFERATED NOTE PAD, PENS, STAPLER	\$114.95	10521210-54100	SUPPLIES	\$114.95
	7903736505-0-1	MAGNETS, PUFFS PLUS, SCOTCH TAPE	\$58.38	20012800-54100	SUPPLIES	\$58.38
	7378606906-0-1	PERFERATED WRITING PAD, ERASABLE GEL PENS	\$143.42	20013210-54100	SUPPLIES	\$3.62
				20013210-54100	SUPPLIES	\$4.38
				20013210-54100	SUPPLIES	\$4.98
				20013210-54100	SUPPLIES	\$5.30
				20013210-54100	SUPPLIES	\$17.67
				20013220-54100	SUPPLIES	\$3.62
				20013220-54100	SUPPLIES	\$4.38
				20013220-54100	SUPPLIES	\$4.97
				20013220-54100	SUPPLIES	\$5.29
				20013220-54100	SUPPLIES	\$89.21
	7616923585-0-1	MAGENTA TONER CART	\$116.67	20413500-54100	SUPPLIES	\$116.67
	7617072835-0-1	AVERY LABELS	\$64.87	82027111-54100	SUPPLIES	\$64.87
	7616283380-0-1	STYLUS PENS, BLACK TONER, COLOR TONER	\$85.16	82027111-54100	SUPPLIES	\$85.16
					Vendor Total:	\$728.33
STATE WATER RESOURCES CONTROL BOARD	28395	CERTIFICATION RENEWAL: R BARTON	\$110.00	84027225-57100	LEARNING AND DEVELOPMENT	\$110.00
					Vendor Total:	\$110.00
STB ELECTRICAL TEST EQUIPMENT INC	71068	RUBBER TESTING HOSES, BLANKETS	\$1,036.10	80026110-52100	CONTRACTUAL SERVICES	\$1,036.10
	71227	RUBBER TESTING HOSES, BLANKETS	\$1,187.78	80026110-52100	CONTRACTUAL SERVICES	\$1,187.78
					Vendor Total:	\$2,223.88
STEVEN ENGINEERING INC	2746034-00	PANDUIT VERISAFE, CONNECTOR	\$1,351.37	84027225-56120	EQUIPMENT MAINTENANCE & REPAIR	\$1,351.37
					Vendor Total:	\$1,351.37
STRYKER SALES CORPORATION	9204873094	POWERED LABEL, MANUEL LABEL	\$87.98	71021100-54107	EMS SUPPLIES	\$87.98
	9204836318	ASSEMBLY BATTERY REPLACEMENT KIT	\$390.99	20824700-54100	SUPPLIES	\$390.99
					Vendor Total:	\$478.97

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
TGIF REPAIRS INC	6984	PRINTER MAINTENANCE, PART INSTALL	\$834.09	20513300-59400	OTHER EXPENSES	\$834.09
					Vendor Total:	\$834.09
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	4609794253	NOV 23 LINCOLN INSURANCE	\$313.10	20700000-20523	P/R DEDUCT-LTD	(\$2,304.41)
				20700000-20523	P/R DEDUCT-LTD	\$2,453.51
				20700000-20512	REMIF LIFE	(\$192.70)
				20700000-20512	REMIF LIFE	\$43.50
				20700000-20512	REMIF LIFE	\$313.20
					Vendor Total:	\$313.10
THURSTON CHEVROLET TOYOTA SCION	253601	KNOB SUB ASSEMBLY	\$179.82	10020210-56130	EXTERNAL SERVICES	\$179.82
					Vendor Total:	\$179.82
THURSTON CHRYSLER DODGE JEEP RAM	24882	LAMP	\$35.65	10020210-56130	EXTERNAL SERVICES	\$35.65
	39342	TRANSFER CASE	\$89.77	10020210-56130	EXTERNAL SERVICES	\$89.77
					Vendor Total:	\$125.42
THURSTON HONDA	61829	FILTER, LIGHT BULBS, WASHER	\$58.70	10020210-56130	EXTERNAL SERVICES	\$58.70
					Vendor Total:	\$58.70
TUFTS POLYGRAPH & INVESTIGATION	2023-854 (B)	POLYGRAPH & INVESTIGATION SERVICES	\$800.15	10020210-54161	BACKGROUND & PHYSICALS	\$800.15
					Vendor Total:	\$800.15
TYLER TECHNOLOGIES INC	045-439869	VENDOR CLOUD HOSTING SVCS - ER	\$8,109.00	20913900-54320	SOFTWARE	\$8,109.00
					Vendor Total:	\$8,109.00
UKIAH DAILY JOURNAL	0006782466	PUBLISHING SERVICES FY 23/24	\$505.86	20016100-54162	ADVERTISING	\$505.86
	0006781333	PUBLISHING SERVICES FY 23/24	\$546.08	20016100-54162	ADVERTISING	\$546.08
	0006772271	PUBLISHING SERVICES FY 23/24	\$106.42	10020210-52515	ADVERTISING & PUBLICATION	\$106.42
	0006782165	PUBLISHING SERVICES FY 23/24	\$153.61	10023100-52515	ADVERTISING & PUBLICATION	\$153.61
	0006788187	PUBLISHING SERVICES FY 23/24	\$189.16	10023100-52515	ADVERTISING & PUBLICATION	\$189.16
	0006783696	PUBLISHING SERVICES FY 23/24	\$229.88	10023100-52515	ADVERTISING & PUBLICATION	\$229.88
	0006783683	PUBLISHING SERVICES FY 23/24	\$276.81	10023100-52515	ADVERTISING & PUBLICATION	\$276.81

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UKIAH DAILY JOURNAL	0006784012	PUBLISHING SERVICES FY 23/24	\$77.35	20012500-52150	LEGAL SERVICES/EXPENSES	\$77.35
	0006783927	PUBLISHING SERVICES FY 23/24	\$93.23	20012500-52150	LEGAL SERVICES/EXPENSES	\$93.23
	0006786706	PUBLISHING SERVICES FY 23/24	\$107.53	20012500-52150	LEGAL SERVICES/EXPENSES	\$107.53
	Vendor Total:					\$2,285.93
UKIAH PAPER SUPPLY	551142	JANITORIAL SUPPLIES, MISC AS NEEDED	\$203.50	73022600-56300	BUILDING MAINT. & REPAIR	\$203.50
	550643	JANITORIAL SUPPLIES, MISC AS NEEDED	\$564.25	73022600-56300	BUILDING MAINT. & REPAIR	\$564.25
	551495	JANITORIAL SUPPLIES, MISC AS NEEDED	\$522.45	10022100-54100	SUPPLIES	\$522.45
	551452	JANITORIAL SUPPLIES, MISC AS NEEDED	\$49.42	20012200-54100	SUPPLIES	\$49.42
	551222	JANITORIAL SUPPLIES, MISC AS NEEDED	\$191.27	20824700-54100	SUPPLIES	\$191.27
	551027	JANITORIAL SUPPLIES, MISC AS NEEDED	\$1,149.24	31622861-54100	SUPPLIES	\$1,149.24
	1550579	JANITORIAL SUPPLIES, MISC AS NEEDED	\$480.19	77725200-54100	SUPPLIES	\$480.19
	551500	JANITORIAL SUPPLIES, MISC AS NEEDED	\$120.08	82027111-54100	SUPPLIES	\$120.08
	550834	JANITORIAL SUPPLIES, MISC AS NEEDED	\$183.65	82027111-54100	SUPPLIES	\$183.65
	551543	JANITORIAL SUPPLIES, MISC AS NEEDED	\$143.62	84027225-54100	SUPPLIES	\$143.62
	550924	JANITORIAL SUPPLIES, MISC AS NEEDED	\$191.60	84027225-54100	SUPPLIES	\$191.60
	Vendor Total:					\$3,799.27
UKIAH VALLEY DELI	64832	ELECTRIC OUTAGE MEAL 11/1/23 LUCE AVE	\$142.30	80126100-80230	INFRASTRUCTURE	\$142.30
	Vendor Total:					\$142.30
UKIAH VALLEY SANITATION DIST	104613 OCT 23	SEWER: LOW GAP RD	\$53.47	10022100-55210	UTILITIES	\$53.47
	58070 OCT 23	SEWER: 432 OBSERVATORY AVE	\$145.35	10022100-55210	UTILITIES	\$145.35
	81411 SEP 23	SEWER: 1500 S STATE ST	\$106.90	10521210-55210	UTILITIES	\$106.90
	89690 OCT 23	SEWER: 1640 S STATE ST	\$87.21	31122000-55210	UTILITIES	\$87.21
	113354 OCT 23	SEWER: 1350 HASTINGS RD	\$53.47	80026400-55210	UTILITIES	\$53.47
Vendor Total:						\$446.40

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Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
UNITED SITE SERVICES	INV-02112052	PORTABLE TOILET RENTAL CONTRACT	\$57.95	82027111-54100	SUPPLIES	\$57.95
					Vendor Total:	----- \$57.95
US BANK CORPORATE PAYMENT SERVICES	OCT 23	CAL CARD PURCHASES	\$11,571.92	10521210-56300	BUILDING MAINT. & REPAIR	\$117.01
				10521210-54330	COMPUTER AND TECHNOLOGY	\$53.93
				10521210-54107	EMS SUPPLIES	\$261.54
				71021100-54107	EMS SUPPLIES	\$261.55
				10521210-56120	EQUIPMENT MAINTENANCE & REPAIR	(\$890.00)
				10521210-56120	EQUIPMENT MAINTENANCE & REPAIR	\$890.00
				10521210-56210	FUEL & FLUIDS	\$48.04
				10521210-57100	LEARNING AND DEVELOPMENT	\$424.38
				91721400-80100	MACHINERY & EQUIPMENT	\$14.27
				10521210-57300	MEMBERSHIPS & SUBSCRIPTIONS	\$103.00
				10521210-54101	POSTAGE	\$259.77
				10521210-54102	SMALL TOOLS	\$7,737.77
				10521210-54320	SOFTWARE	\$278.66
				71021100-54320	SOFTWARE	\$136.80
				10521210-54100	SUPPLIES	\$126.88
				10521210-54100	SUPPLIES	\$1,204.68
				71021100-54100	SUPPLIES	\$525.44
				10521210-55100	TELEPHONE	\$18.20
					Vendor Total:	----- \$11,571.92
VELLUTINI CORPORATION	3	RUNWAY 15-33 PVMT REHAB CONSTR	\$1,279,859.03	77825200-80230	INFRASTRUCTURE	\$1,279,859.03
					Vendor Total:	----- \$1,279,859.03
WIPF CONSTRUCTION LLC	11107	5 YEAR INSPECTION AND TESTING	\$1,800.00	20824700-56300	BUILDING MAINT. & REPAIR	\$1,200.00
				73022600-56300	BUILDING MAINT. & REPAIR	\$600.00
					Vendor Total:	----- \$1,800.00

List of Checks Presented for Approval on 11/17/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
XEROX CORP	020136373	COPIER LEASE - SEE ADD'L DESCR	\$182.13	10022700-52100	CONTRACTUAL SERVICES	\$182.13
	020044917	COPIER LEASE - SEE ADD'L DESCR	\$129.51	73022600-52100	CONTRACTUAL SERVICES	\$129.51
	020136372	COPIER LEASE - SEE ADD'L DESCR	\$149.47	10020210-54500	EQUIP RENTS AND LEASES	\$104.63
				20620231-54500	EQUIP RENTS AND LEASES	\$29.90
				64020213-54500	EQUIP RENTS AND LEASES	\$14.94
	020044916	COPIER LEASE - SEE ADD'L DESCR	\$641.86	10020210-54500	EQUIP RENTS AND LEASES	\$449.31
				20620231-54500	EQUIP RENTS AND LEASES	\$128.38
				64020213-54500	EQUIP RENTS AND LEASES	\$64.17
	020136381	COPIER LEASE - SEE ADD'L DESCR	\$155.60	10521210-54500	EQUIP RENTS AND LEASES	\$155.60
	020044914	COPIER LEASE - SEE ADD'L DESCR	\$458.37	20012200-54500	EQUIP RENTS AND LEASES	\$458.37
	020044915	COPIER LEASE - SEE ADD'L DESCR	\$598.58	20012200-54500	EQUIP RENTS AND LEASES	\$598.58
	020044913	COPIER LEASE - SEE ADD'L DESCR	\$789.36	20012200-54500	EQUIP RENTS AND LEASES	\$789.36
	016250858	COPIER LEASE - SEE ADD'L DESCR	\$1,727.94	20012200-54500	EQUIP RENTS AND LEASES	\$1,727.94
	Vendor Total:					\$4,832.82
ZAB ENTERPRISES INC	OCT 23	PROVIDE MISC. FOOD DISHES AS N	\$158.70	20012100-54100	SUPPLIES	\$17.50
				20012300-54100	SUPPLIES	\$141.20
	OCT 23 CC	PROVIDE MISC. FOOD DISHES AS N	\$645.08	31622861-54100	SUPPLIES	\$645.08
	Vendor Total:					\$803.78
INVOICE TOTAL: \$2,941,714.50						
TOTAL:						

List of Checks Presented for Approval on 11/22/2023

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





Signature

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
295 GROUP LLC	120123	HOLIDAY CATERING	\$8,056.75	10024620-52100	CONTRACTUAL SERVICES	\$1,342.80
				82027111-52100	CONTRACTUAL SERVICES	\$1,342.79
				84027225-52100	CONTRACTUAL SERVICES	\$1,342.79
				20016100-54167	EMPLOYEE DEVELOPMENT	\$4,028.37
				Vendor Total:		\$8,056.75
AFLAC	559652	OCT 23 CANCER/LIFE/ ACCIDENTAL INS	\$6,924.02	20700000-20527	SECTION 125 (CANCER & LIFE)	\$6,924.02
				Vendor Total:		\$6,924.02
ALEX COWAN	TA 12/3-8/23	TRAVEL ADVANCE	\$1,356.96	10020210-57100	LEARNING AND DEVELOPMENT	\$1,356.96
				Vendor Total:		\$1,356.96
ANDRE' ARI	120123	2023 HOLIDAY PARTY-DJ	\$650.00	20016100-54167	EMPLOYEE DEVELOPMENT	\$650.00
				Vendor Total:		\$650.00
ANTHONY DELAPO JR	TA 12/4-6/23	TRAVEL ADVANCE	\$54.00	10020210-57100	LEARNING AND DEVELOPMENT	\$54.00
				Vendor Total:		\$54.00
AT&T	000020769577	TELEPHONE SERVICES	\$17.34	10521210-55100	TELEPHONE	\$17.34
	000020769576	TELEPHONE SERVICE	\$28.76	10521210-55100	TELEPHONE	\$28.76
	000020791964	T1 TO INTERNET	\$582.47	20913900-55100	TELEPHONE	\$582.47
	000020792360	TELEPHONE SERVICES	\$5,086.15	20913900-55100	TELEPHONE	\$5,086.15
	Vendor Total:		\$5,714.72			
AT&T MOBILITY	832056361X1 1142023	APN MODEMS	\$659.73	10020210-55100	TELEPHONE	\$659.73
	832118877X1 1142023	DATA & VOCE CELL PHONES	\$742.75	10020210-55100	TELEPHONE	\$129.69
				20620231-55100	TELEPHONE	\$15.65
				77725200-55100	TELEPHONE	\$464.00
				80026400-55100	TELEPHONE	\$86.46
				82027110-55100	TELEPHONE	\$15.65

List of Checks Presented for Approval on 11/22/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
AT&T MOBILITY	832118877X11142023	DATA & VOCE CELL PHONES	\$742.75	84027221-55100	TELEPHONE	\$31.30
	287303138700X111023	FIRE CELL PHONES, IPAD, PHONE	\$1,906.91	10521210-55100	TELEPHONE	\$1,906.91
	287325300206X111423	IT ON CALL PHONE	\$55.36	20913900-55100	TELEPHONE	\$55.36
	Vendor Total:					\$3,364.75
BNY WESTERN TRUST CO	UKIAH2019A	UKIAH RDA 2019 A TA REFDG BONDS	\$330,148.51	96900000-70102	BOND INTEREST EXPENSE	\$3,527.51
				96900000-70202	BOND PRINCIPAL PAYMENTS	\$326,621.00
	UKIAH2019B	UKIAH SA RDA 2019 TARB TAXABLE SERIES B	\$422,006.06	96900000-70102	BOND INTEREST EXPENSE	\$47,497.06
				96900000-70202	BOND PRINCIPAL PAYMENTS	\$374,509.00
				Vendor Total:		\$752,154.57
BRETT CHAPMAN	TA 12/3-8/23	TRAVEL ADVANCE	\$1,121.50	10020210-57100	LEARNING AND DEVELOPMENT	\$1,121.50
					Vendor Total:	
CA DEPT OF FISH & WILDLIFE	111323	MEMBERSHIP: C SCHLATTER & M IRACE	\$400.00	10023100-59101	FEES	\$400.00
					Vendor Total:	
CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS	200018308	REGISTRATION: S BROWN	\$515.00	20013210-57100	LEARNING AND DEVELOPMENT	\$257.50
				20013220-57100	LEARNING AND DEVELOPMENT	\$257.50
				Vendor Total:		\$515.00
CHASE RIGBY	TA 12/3-8/23	TRAVEL ADVANCE	\$1,278.90	10020210-57100	LEARNING AND DEVELOPMENT	\$1,278.90
					Vendor Total:	
CHRISTOPHER WALKER	BA FY 23/24	BOOT ALLOWANCE	\$191.19	20324100-54100	SUPPLIES	\$191.19
					Vendor Total:	
CITY OF UKIAH	9060	UKIAH ON ICE PERMIT	\$224.00	31422860-54100	SUPPLIES	\$224.00
					Vendor Total:	
COMCAST	5488 NOV 23	INTERNET SERVICES	\$128.42	10521210-55100	TELEPHONE	\$128.42
	1067 NOV 23	INTERNET SERVICES	\$300.57	10521210-55100	TELEPHONE	\$300.57
	Vendor Total:					\$428.99
DEPARTMENT OF JUSTICE	697636	CLETS SERVICE FY 23/24	\$1,200.48	20620231-55100	TELEPHONE	\$1,200.48
					Vendor Total:	

List of Checks Presented for Approval on 11/22/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
DEVEN CASTANON	TA 12/3-15/23	TRAVEL ADVANCE	\$2,519.99	10020210-57100	LEARNING AND DEVELOPMENT	\$2,519.99
					Vendor Total:	\$2,519.99
EASTSHORE CONSULTING LLC	COU-0006	CAFR STATISTICAL TABLES CREATI	\$500.00	20013400-52100	CONTRACTUAL SERVICES	\$500.00
					Vendor Total:	\$500.00
ELIZABETH A BEEDLE-HAVRILLA	6881	2023 CHRISTMAS EVENT-SUPPLIES	\$1,396.85	20016100-54167	EMPLOYEE DEVELOPMENT	\$1,396.85
					Vendor Total:	\$1,396.85
GHD INC	380-0041210	ORR STREET BRIDGE & TRANSPORTA	\$10,386.76	12024200-80230	INFRASTRUCTURE	\$10,386.76
					Vendor Total:	\$10,386.76
GREATER UKIAH CHAMBER OF COMMERCE	1ST Q 2024 TOT	TOT MEASURE X PERFORMANCE AGREEMENT	\$53,699.28	10112700-52115	PERFORMANCE AGREEMENTS	\$53,699.28
					Vendor Total:	\$53,699.28
KI KWAK	TA 12/4-6/23	TRAVEL ADVANCE	\$54.00	10020210-57100	LEARNING AND DEVELOPMENT	\$54.00
					Vendor Total:	\$54.00
ONE TIME PAY VENDOR	95196002	ENERGY REBATE: JONATHAN YOUNG	\$50.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$50.00
	98085-01	ENERGY REBATE: DEBORAH REEF	\$348.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$348.00
	12836-001	ENERGY REBATE: KAREN POPLAWSKI	\$400.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$400.00
	098416	ENERGY REBATE: HAYDEN & CASEY TERRILL	\$500.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$500.00
	12295	ENERGY REBATE: FRANK BROADHEAD	\$528.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$528.00
	86492-001-1	ENERGY REBATE: VALERIE KEEHN	\$535.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$535.00
	10800	ENERGY REBATE: ANDREA WERRA	\$1,000.00	80626450-52135	ENERGY CONSERVATION PROGRAM	\$1,000.00
	82972001	ENERGY REBATE: MAURICES INC	\$1,160.06	80626450-52135	ENERGY CONSERVATION PROGRAM	\$1,160.06
	P8774	REFUND PERMIT DEPOSIT: COOKIES	\$2.81	90000000-21111	PLANNING PERMIT ESCROW	\$2.81
	29254	REC REFUND: DARLETTA FULWIDER	\$76.50	10022831-44915	RECREATION PROGRAM INCOME	\$76.50
	29316	REC REFUND: JACKIE SHERMAN	\$76.50	10022831-44915	RECREATION PROGRAM INCOME	\$76.50

List of Checks Presented for Approval on 11/22/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
ONE TIME PAY VENDOR	0032495	REC REFUND: KYLIE LENNEY	\$76.50	10022831-44915	RECREATION PROGRAM INCOME	\$76.50
					Vendor Total:	\$4,753.37
OPERATING ENGINEERS UNION	2311	NOV 23 PW UNION DUES	\$816.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$816.00
	2311-1	NOV 23 ADMIN AND MAINT UNION DUES	\$2,046.00	20700000-20509	P/R DEDUCT.- UNION DUES	\$2,046.00
					Vendor Total:	\$2,862.00
PG&E CO	1522-8 OCT 23	PACIFIC GAS & ELECTRIC	\$63.98	10521210-55210	UTILITIES	\$63.98
	6124-2 OCT 23	PACIFIC GAS & ELECTRIC	\$1,796.54	10521210-55210	UTILITIES	\$1,796.54
	8716-1 OCT 23	PACIFIC GAS & ELECTRIC	\$369.66	82027111-55210	UTILITIES	\$369.66
					Vendor Total:	\$2,230.18
RALPH RANDALL	TA 12/4-6/23	TRAVEL ADVANCE	\$54.00	10020210-57100	LEARNING AND DEVELOPMENT	\$54.00
					Vendor Total:	\$54.00
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND	23-10 HEALTHCOMP	OCTOBER 23 REMIF MEDICAL, DENTAL & VISION	\$3,000.00	20700000-20511	REMIF VISION	\$3,000.00
					Vendor Total:	\$3,000.00
REDWOOD WASTE SOLUTIONS INC	175436614U039	GARBAGE SERVICE: 141 LOVERS LN	\$82.09	10521210-55210	UTILITIES	\$82.09
	175436717U039	GARBAGE SERVICE: 1500 S STATE ST	\$82.09	10521210-55210	UTILITIES	\$82.09
					Vendor Total:	\$164.18
RINEHART OIL INC	CL41977	FUEL CARD SERVICES AS PER ATTACHED	\$3,210.52	80026400-56210	FUEL & FLUIDS	\$3,210.52
	CL41929	FUEL CARD SERVICES AS PER ATTACHED	\$1,988.65	82027114-56210	FUEL & FLUIDS	\$1,073.88
				84027221-56210	FUEL & FLUIDS	\$914.77
					Vendor Total:	\$5,199.17
ROGINA WATER COMPANY	SEP 23	WATER SERVICE: 1301 TALMAGE RD	\$37.85	10521210-55210	UTILITIES	\$37.85
					Vendor Total:	\$37.85
SANTA ROSA JUNIOR COLLEGE	AR24-00475	REGISTRATION: D HUTCHISON & K QUIGLEY	\$75.50	10521210-57100	LEARNING AND DEVELOPMENT	\$75.50
					Vendor Total:	\$75.50
SCP DISTRIBUTORS LLC	D8836623	ORP SENSOR, CHEMTROL SENSOR	\$912.53	10022300-54100	SUPPLIES	\$912.53
					Vendor Total:	\$912.53

List of Checks Presented for Approval on 11/22/2023

Invoices

Vendor Name	Invoice #	Invoice Description	Invoice Amt	Account Detail and Allocation Detail		
SOLID WASTES SYSTEMS INC	OCT 23	RESIDENTIAL GARBAGE FEES	\$48,299.62	90200000-52170	UKIAH WASTE SOLUTIONS	\$48,299.62
					Vendor Total:	\$48,299.62
TELEFLEX LLC	9507600026	EMS SUPPLIES	\$2,966.56	10521210-54107	EMS SUPPLIES	\$1,483.28
				71021100-54107	EMS SUPPLIES	\$1,483.28
					Vendor Total:	\$2,966.56
THOMAS CORNING JR	TA 12/3-7/23	TRAVEL ADVANCE	\$734.60	10020210-57100	LEARNING AND DEVELOPMENT	\$734.60
					Vendor Total:	\$734.60
TRAVIS PERRY	TA 12/3-8/23	TRAVEL ADVANCE	\$1,059.00	10020210-57100	LEARNING AND DEVELOPMENT	\$1,059.00
					Vendor Total:	\$1,059.00
TYLER TECHNOLOGIES INC	045-431881	MODIFICATION FORMS	\$650.00	20013210-54100	SUPPLIES	\$325.00
				20013220-54100	SUPPLIES	\$325.00
					Vendor Total:	\$650.00
US CELLULAR	0614979279	CELL PHONES	\$396.14	20913900-55100	TELEPHONE	\$34.43
				80026400-55100	TELEPHONE	\$9.96
				80026400-55100	TELEPHONE	\$21.86
				82027111-55100	TELEPHONE	\$217.78
				84027225-55100	TELEPHONE	\$112.11
					Vendor Total:	\$396.14
					INVOICE TOTAL:	\$925,587.41

RE: Payroll & Vendor Checks for Agenda Item
DATE: 11/03/23

FOR PAY DATE OF:	11/03/23		
PAYROLL PERIOD:	10/15/23	TO	10/28/23
PAYROLL CHECK #'s:	514514	TO	514587
PAYROLL STUB #'s:	123551	TO	123867

TOTAL EMPLOYEE CHECKS:	\$40,049.16
TOTAL ACH TRANSACTIONS:	\$ 624,261.83
SUBTOTAL: PAYROLL CKS & DIRECT DEPOSITS	\$ 664,310.99
TOTAL VENDOR CHECKS:	\$ 462.50
TOTAL VENDOR EFT PAYMENTS	\$ 10,886.64
TOTAL EFT PAYMENTS - COU	\$ 373,819.53
SUBTOTAL: EFT PAYMENTS	\$ 385,168.67
GRAND TOTAL:	\$ 1,049,479.66

REISSUE OF VOID CK
OR MANUAL CHECK:

MISC check	514587

VOID CHECK NO.:

PAYABLE TO:

\$188.28	BROWN, DONALD

PAYABLE TO:

TO: MaryJo Reynolds, Accounts Payable
 CC: Sarah Brown
 FROM: Lauren Ruffin

RE: Payroll & Vendor Checks for Agenda Item
 DATE: 11/17/23

FOR PAY DATE OF:	11/17/23		
PAYROLL PERIOD:	10/29/23	TO	11/11/23
PAYROLL CHECK #'s:	514588	TO	514658
PAYROLL STUB #'s:	123868	TO	124185

TOTAL EMPLOYEE CHECKS:	\$30,407.89
TOTAL ACH TRANSACTIONS:	\$ 638,887.77
SUBTOTAL: PAYROLL CKS & DIRECT DEPOSITS	\$ 669,295.66
TOTAL VENDOR CHECKS:	\$ 462.50
TOTAL VENDOR EFT PAYMENTS	\$ 10,856.00
TOTAL EFT PAYMENTS - COU	\$ 384,835.67
SUBTOTAL: EFT PAYMENTS	\$ 396,154.17
GRAND TOTAL:	\$ 1,065,449.83

REISSUE OF VOID CK
 OR MANUAL CHECK:
 MISC check

PAYABLE TO:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

VOID CHECK NO.:

PAYABLE TO:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



AGENDA SUMMARY REPORT

SUBJECT: Consideration of the Approval of a Change Order in the Amount of \$13,567.14 for the Yardney Filters Replacement Project from Durham Pump & Irrigation at the Wastewater Treatment Plant.

DEPARTMENT: Finance

PREPARED BY: David Mendez, Buyer II

PRESENTER: David Mendez, Buyer II

ATTACHMENTS:

1. Staff Report from June 7, 2023
2. Durham Pump & Irrigation Sales Order

Summary: Council will consider approving a change order in the amount of \$13,567.14 for the replacement of the Yardney Filters from Durham Pump & Irrigation at the Wastewater Treatment Plant.

Background: Reclaimed water is used throughout the wastewater facility. Operators frequently use this water for hosing and cleaning rather than using potable or drinking water in the facility. Thus, operators come in contact with this reclaimed water daily. The Yardney Filters ensure the safety of our operators through the proper treatment of reclaimed water. The facility is experiencing more frequent backwashes and the media has rounded, decreasing efficiency and removal of particulates in the filter units. Per the manufacturer, "typical filter media life is expected to be 5-10 years depending on the use". The filter media hasn't been replaced in over 16 years of operation.

Discussion: Council approved the purchase of the Yardney Filter Replacement through Durham Pumps & Irrigation on June 7, 2023 (ASR provided as attachment 1). Durham Pump & Irrigation completed a walk through and determined that an additional \$13,241.13 is needed to haul away previous Anthracite/Garnet on Quote # 0060624 (Attachment 2). Therefore, it is staff's recommendation to approve a purchase order change order in the amount of \$13,241.13, which will result in a revised purchase order amount of \$77,895.62.

Recommended Action: Approve a change order in the amount of \$13,567.14 for the Yardney Filters Replacement Project from Durham Pump & Irrigation.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 84027225.80100.18243: \$77,895.62

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Wastewater Utility Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Purchase Order 48425

COORDINATED WITH: Ryan Kriken, WWTP Supervisor; Mary Horger, Financial Services Manager

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager

Agenda Item No: 8.g.MEETING DATE/TIME: 6/7/2023ITEM NO: 2023-2754

AGENDA SUMMARY REPORT

SUBJECT: Approval of the Purchase of Replacement Media for Yardney Reclaimed Water Filters and Labor from Durham Pump & Irrigation in the Amount of \$62,254.49.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Sean White, Water Resources Director

ATTACHMENTS:

1. Quote - Durham Pumps & Irrigation
2. Quote - Pump Man

Summary: Council will consider the approval of the purchase of replacement media for Yardney reclaimed water filters and labor from Durham Pump & Irrigation in the amount of \$62,254.49.

Background: Reclaimed water is used throughout the wastewater facility. Operators frequently use this water for hosing and cleaning rather than using potable or drinking water in the facility. Thus, operators come in contact with this reclaimed water daily. The Yardley Filters ensure the safety of our operators through the proper treatment of reclaimed water. The facility is experiencing more frequent backwashes and the media has rounded, decreasing efficiency and removal of particulates in the filter units. Per the manufacturer, "typical filter media life is expected to be 5-10 years depending on the use". The filter media hasn't been replaced in over 16 years of operation.

Discussion: Quotes were requested from two known providers for the replacement of the media for the Yardney reclaimed water filters: Durham Pumps & Irrigation (Attachment 1) and Pump Man (Attachment 2). Durham Pumps & Irrigation provided the lowest priced quote. Therefore, Staff is recommending that the contract be awarded to Durham Pump & Irrigation in the amount of \$62,254.49.

Recommended Action: Approve the Purchase of Replacement Media for Yardney Reclaimed Water Filters and Labor from Durham Pump & Irrigation in the Amount of \$62,254.49.

BUDGET AMENDMENT REQUIRED: NO

CURRENT BUDGET AMOUNT: 84027225.80100.18243: \$100,000.00

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Dave Mendez, Buyer II; Ryan Kriken, WWTP Supervisor; and Sean White, Water Resources Director

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI): 7a – Expand sustainable water practices.

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager

**WM. P. WILSON & SONS****Sales Order**

CL #271327

Main Office:

Durham Pump, Inc.2313 Durham-Dayton Hwy, Durham, CA 95938
530.891.4821 530-891.0613 Fax

Woodland Branch:

Wm. P. Wilson & Sons

202 Kentucky Ave, Woodland, CA 95695

Order Number 0060624**Order Date:** 3/7/2023**Salesperson:** JAMES WIKANDER**Customer #:** 02-0008076

Please Remit All Payments to: Durham Pump, PO Box 60, Durham, CA 95938 Thank You!

Page 1 of 1

Sold To: CITY OF UKIAH
300 SEMINARY AVE.
UKIAH, CA 95482-5400**Ship To / Service Address:** CITY OF UKIAH
300 PLANT RD
UKIAH, CA 95482**Confirm To:** DAVE MENDEZ**Job Name:** FILTER SERVICE**Customer P.O.** **Ship VIA:** **F.O.B.** **Terms:** NET 30 DAYS

Item Code	Item Description	Unit	W/H	Qty. Ordered	/	Shipped	/	B/O	Price	Amount
-----------	------------------	------	-----	--------------	---	---------	---	-----	-------	--------

SERVICE DATE: UPON APPROVAL

/ILABOR	IRR REPAIR LABOR					0.00		0.00		10,800.00
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INCLUDES ONE DATE SITE VISIT TO COMPLETE QUOTE FOR REPLACEMENT UNIT QUOTE AND DISPOSAL QUOTES; ALSO
INCLUDES 3 DAYS CREW TIME FOR REPAIRS W/ TRAVEL COSTS

/IMC02	ATHROCITE/SILCA SAND	EA		114.00		0.00		0.00	88.0000	10,032.00
/IMC02	FINE GARNET	EA		285.00		0.00		0.00	89.5000	25,507.50
/IMC02	GARNET	EA		112.00		0.00		0.00	77.0000	8,624.00
/IMC02	GRAVEL MEDIA	EA		66.00		0.00		0.00	48.5000	3,201.00

ALL MATERIALS PLUS FREIGHT, WHICH WILL BE ADDED TO THIS QUOTE AND WILL BE BILLED AT COST

/IMC02	SERVICE BOND	EA		1.00		0.00		0.00	2,100.0000	2,100.00
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HAUL AWAY OF PREVIOUS ANTHRACITE/GARNET/ QUOTED SEPARATELY AFTER SITE VISIT

BELOW IS FOR HAUL AWAY.

/ILABOR	IRRIG REPAIR LABOR					0.00		0.00		2,500.00
/ISC02	DUMP TRUCK /DUMP FEE	EA		1.00		0.00		0.00	6,495.0000	6,495.00
/RENTAL1	BACKHOE					0.00		0.00		3,900.00

*This Quote is based on information provided by the Customer.
Prices listed herein are good for 14 days from the Order Date shown above.*

I hereby approve and authorize Durham Pump, Inc. to proceed with the work as outlined herein..

Signed _____

Date _____

Taxable Amount:	53,364.50
Non-Taxable Amount:	19,795.00
Net Order:	73,159.50
Less Discount:	0.00
Sales Tax:	4,736.12
Order Total:	77,895.62
Less Deposit:	0.00
Invoice Balance:	77,895.62



AGENDA SUMMARY REPORT

SUBJECT: Possible Adoption of Ordinance Imposing Possible Civil Penalties for Failure to Abate Public Nuisances on Residential Property.

DEPARTMENT: City Attorney

PREPARED BY: Darcy Vaughn, Assistant City Attorney

PRESENTER: Darcy Vaughn, Assistant City Attorney; Sean Connell, Code Enforcement Inspector

ATTACHMENTS:

1. Residential Public Nuisance Civil Penalties Ordinance

Summary: Council will discuss and consider adopting the Ordinance Imposing Possible Civil Penalties for Failure to Abate Public Nuisances on Residential Property.

Background: The City's Code Enforcement officials request and recommend that Council consider an amendment to the City Code that will allow Code Enforcement to impose civil penalties in the form of fines on property owners who repeatedly and flagrantly violate City Code provisions requiring owners to abate public nuisance conditions on residentially-zoned properties. The imposition of civil penalties for failure to abate public nuisances is not a new enforcement method for the City, as Code Enforcement already has authority to impose fines on property owners for repeated failure to abate public nuisances on commercially-zoned properties, as set forth in City Code section 3424.A. Due to a recent spate of public nuisance abatement violations on residential properties that have required significant Staff time and costs to correct, Code Enforcement officials believe that the possibility of imposing fines for such violations would be a significant incentive for recalcitrant property owners to act promptly to address notices of violation and correct nuisance conditions on their residential properties.

Note that imposition of fines for failure to abate public nuisance conditions on residential properties would be a last resort, as Code Enforcement prefers to work with property owners and provide assistance and education in order to promptly abate nuisances. In addition, the City offers a Housing Rehabilitation Program that will fund housing repairs for low-income homeowners and for landlords renting to low-income tenants, particularly repairs of conditions that constitute health and safety hazards and/or Code violations. However, for those few instances in which residential property owners are either unresponsive or refuse to take any steps to abate public nuisances after being served notices of violation and being given a reasonable amount of time to correct those violations, Staff recommends that Council amend the City Code via ordinance to allow for imposition of civil penalties for those violations.

For example, Code Enforcement Staff might consider imposing civil penalties for a residential property where the residence was failing structurally, posed a fire hazard due to the fact that trespassers were illegally accessing the structure's electrical system and setting warming and cooking fires in the structure, and was littered with refuse and debris piles left by the trespassers, thus posing a health and safety hazard to neighbors. Code Enforcement staff would make multiple efforts, after issuance of a notice of violation, to work with the property owner to secure the property and abate the nuisance conditions at the residence, but, if the property owner still refused to take action to abate the nuisance conditions or to cooperate with Code Enforcement, the imposition of civil penalties would be an interim measure to ensure compliance before

asking Council to hold a public hearing to declare the residential property a public nuisance and issue an abatement order.

Discussion: The Ordinance Imposing Possible Civil Penalties for Failure to Abate Public Nuisances on Residential Property, attached here as Attachment 1, would authorize the City's Code Enforcement officials to impose civil penalties, i.e. fines, for repeated and flagrant failure of property owners to abate public nuisances on residentially-zoned properties within the city. The Ordinance states that property owners in violation of the City Code provisions requiring property owners to abate public nuisances on their residentially-zoned properties may be subject to civil action to abate the public nuisances and civil penalties in the amount of not less than one hundred dollars (\$100.00) or more than one thousand dollars (\$1,000.00) for each day the violation continues. The Ordinance also states that violators may be subject to any administrative penalties authorized under the City Code. In addition, the Ordinance states that (1) no penalties will be imposed for violations unless the owner has been given a reasonable amount of time to correct the violations, and (2) a reasonable amount of time to correct a violation will be thirty (30) days from service of a notice of violation unless otherwise directed by the City Council. Finally, the Ordinance states that anyone who interferes with or impedes the abatement of a public nuisance is guilty of a misdemeanor.

Council voted unanimously to introduce the Ordinance at their February 7, 2024, meeting. The current version of the Ordinance Imposing Possible Civil Penalties for Failure to Abate Public Nuisances on Residential Property reflects a wide array of community, City Staff, and Council input. The Ordinance is now ready for consideration for adoption, and will go into effect thirty days after the date of adoption.

Recommended Action: Adopt the Ordinance Imposing Possible Civil Penalties for Failure to Abate Public Nuisances on Residential Property.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sean Connell, Code Enforcement Inspector

DIVERSITY-EQUITY INITIATIVES (DEI):N/A

CLIMATE INITIATIVES (CI):N/A

GENERAL PLAN ELEMENTS (GP):GP-A8 - Housing Element (2019-2027), Goal H-1: *Conserve, rehabilitate, and improve the existing housing stock to provide adequate, safe, sustainable, and decent housing for all Ukiah residents.*

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO.**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE AMENDING CHAPTER 12 OF DIVISION 3 OF THE UKIAH CITY CODE IMPOSING POSSIBLE CIVIL PENALTIES FOR FAILURE TO ABATE PUBLIC NUISANCES ON RESIDENTIAL PROPERTY.**

The City Council of the City of Ukiah hereby ordains as follows.

SECTION 1

Chapter 12 of Division 2 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *):

CHAPTER 12. ABATEMENT OF PUBLIC NUISANCES

*** * ***

§3467 VIOLATIONS ON RESIDENTIALLY-ZONED PROPERTY - PENALTY

A. Civil Penalties: Without limiting the enforceability of any other statute, ordinance or regulation that may contain a different or greater penalty under those provisions, after service of notice thereof pursuant to this Chapter any person violating the provisions of this Chapter shall be subject to a civil action to abate or enjoin the nuisance and shall be liable for civil penalties as follows: Any violation concerning property that is located in a residentially-zoned district as authorized by Articles 3, 4, and 5 of Division 9, Chapter 2 of this Code (as amended or supplanted) of not less than one hundred dollars (\$100.00) or more than one thousand dollars (\$1,000.00) for each day the violation continues. The City Attorney may pursue any lawful civil remedy and civil penalties brought to enforce any provisions of this Chapter.

B. Administrative Penalties: In addition to civil penalties provided in this section, and other remedies set forth in this Chapter, administrative penalties may be imposed against any responsible party, whether owner, lessee, sublessor or sublessee or occupant of any premises in violation of any of the provisions of this Chapter. Imposition, enforcement, collection and administrative review of administrative penalties imposed shall be conducted pursuant to this Code.

C. Reasonable Period to Correct Violations: No penalty shall be imposed for violations of provisions of this Chapter unless the owner has been provided a reasonable period of time after notice thereof service pursuant to this Chapter to correct the violation before imposition of the penalty, except in those cases in which there is an immediate danger to health or safety. The reasonable period for purposes of this Chapter shall be thirty (30) days from service of a notice of violation unless otherwise directed by the City Council.

D. Abatement Interference: Any person who obstructs, impedes or interferes with any representative, officer, employee, contractor or authorized representative of the City Council or with any representative of a City department or with any person who owns or holds any estate or interest in a building which has been ordered to be vacated, repaired, rehabilitated or demolished pursuant to the provisions of this Chapter when any of the aforementioned individuals are engaged in the work of abating any nuisance as required by the provisions of this Chapter, or in performing any necessary act preliminary to or incidental to such work authorized or directed pursuant to this Chapter lawfully engaged in proceedings involving the abatement of a nuisance is guilty of a misdemeanor.

§3468 ALTERNATIVE REMEDIES

The procedures established in this chapter shall be in addition to criminal, civil or other legal or equitable remedies established by law which may be pursued to address violations of this code or applicable state codes and the use of this chapter shall be at the sole discretion of the City.

SECTION 2

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on February 7, 2024, by the following roll call vote:

AYES: Councilmembers Rodin, Sher, Orozco, Crane, and Mayor Dueñas

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Josephina Dueñas, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Possible Adoption of an Ordinance Amending Division 9, Chapter 1 of the Ukiah City Code Article 17.1 (Lot Line Adjustments) and Article 17.2 (Parcel Mergers).

DEPARTMENT: Community
Development

PREPARED BY: Jesse Davis, Chief Planning Manager

PRESENTER: Jesse Davis, Chief Planning Manager.

ATTACHMENTS:

1. Lot Line Adjustment & Merger - Redlined Regulations
2. Lot Line Adjustment & Merger - Ordinance

Summary: The ordinance amendment includes updates to policies and procedures regarding 'Parcel Mergers' and 'Lot Line Adjustments' as conveyed in Attachment 1. If approved, Lot Line Adjustments and Mergers regulations will be updated to encourage the modification or consolidation of properties for infill multifamily development.

Background: On February 7, 2024, the City Council considered introduction of an ordinance amending various sections of Ukiah City Code. After conducting a public hearing, the item was unanimously approved. The ordinance amendment includes updates to policies and procedures regarding 'Parcel Mergers' and 'Lot Line Adjustments' as conveyed in Attachment 1. If adopted, Lot Line Adjustments and Mergers will no longer require submission of a Preliminary Title Report as a component of the application, unless determined necessary by the City Engineer. Furthermore, Staff will no longer verify that property owners have obtained partial reconveyances from any mortgagor or other lien holder for any portion of a parcel being transferred to an adjacent parcel. Additionally, approved adjustments and mergers will be valid for an extra 12 months, and financial incentives to merge parcels for affordable and special needs housing will be codified into Article 17.2 (Parcel Mergers) to encourage, where appropriate, the consolidation of small properties for infill multifamily development.

The City's Housing Element seeks to expand housing opportunities for all economic segments of the community, and includes an implementation measure to "Facilitate the consolidation of smaller, multifamily parcels by providing technical assistance to property owners and developers in support of lot consolidation (Program 2g)." In 2020, the City of Ukiah received grant funding from the California Department of Housing and Community Development (HCD) through a Local Early Action Planning (LEAP) grant to explore policies and incentives to facilitate the consolidation of smaller, multifamily parcels by providing technical assistance or incentives to property owners. The introduction and adoption of an ordinance (Attachment 2) will fulfill the associated grant requirements.

Upon evaluating the feasibility of lot consolidation incentives adopted by peer jurisdictions, Community Development Staff concluded that additional merger incentives were unwarranted, due to limitations created by existing density restrictions, zoning pattern, a residential sites inventory that features sufficient capacity, and a lack of adjacent underdeveloped or vacant sites conducive to residential development.

When reviewing the peer jurisdictions of Palo Alto, San Clemente and Mill Valley, it became clear that their policies to encourage consolidation were constrained to their Residential Sites Inventory, and relied on

incentives that the City of Ukiah already provides, such as objective design and development standards, as well as the use of density bonuses. Given that the City of Ukiah's Residential Site Inventory has demonstrated the capacity to meet its Regional Housing Needs Allocation, the approaches undertaken by other jurisdictions to encourage lot consolidation would not be particularly effective. If adopted by the City Council this ordinance amendment will improve lot line adjustment and merger policies to help foster more sustainable infill development, reduce unnecessary application burdens, and catalyze economic growth by creating a more efficient and flexible framework for land use that conforms with existing zoning regulations.

Discussion: If adopted, this ordinance amendment will improve lot line adjustment and merger policies to help foster more sustainable infill development, reduce unnecessary application burdens, and catalyze economic growth by creating a more efficient and flexible framework for land use that conforms with existing zoning regulations.

Staff recommends Council adopt the ordinance (Attachment 2) amending Division 9, Chapter 1 of the Ukiah City Code Article 17.1 (Lot Line Adjustments) and Article 17.2 (Parcel Mergers). If adopted, the Ordinance will go into effect thirty days after the date of adoption.

Recommended Action: Adopt an ordinance amending Division 9, Chapter 1 of the Ukiah City Code Article 17.1 (Lot Line Adjustments) and Article 17.2 (Parcel Mergers).

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Local Early Action Planning Grant (LEAP) PC-18239: LEAP - T2

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Department of Public Works; City Attorney

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): 5a & 5b: Update Zoning Ordinance; Protect Against Sprawl

GENERAL PLAN ELEMENTS (GP): Housing Element Act H-2(g): Facilitate the consolidation of smaller, multi-family parcels by providing technical assistance to property owners and developers in support of lot consolidation.

Approved: 
Sage Sangiacomo, City Manager

CHAPTER 1 SUBDIVISIONS

ARTICLE 17.1. LOT LINE ADJUSTMENTS

SECTION:

§8294: Purpose

§8295: Applicability

§8296: Application And Processing

§8297: Approval Or Denial Of Adjustment

§8298: Completion Of Adjustment

§8295PURPOSE

This chapter prescribes the procedures for the preparation, filing, processing, and approval or denial of lot line adjustments consistent with the policies of the General Plan, the requirements of this code, and the requirements of Government Code section 66412(d), part of the California Subdivision Map Act ("Map Act"). This chapter also prescribes the procedures for voluntary parcel mergers. (Ord. 1138, §2 (Exh. A), adopted 2012)

§8295 APPLICABILITY

As provided by ~~Map Act section 66412(d)~~ the Subdivision Map Act of the State of California set forth in the Government Code, Sections 65000, et seq., the lot line adjustment procedure is for the purpose of relocating lot lines between four (4) or fewer existing adjoining parcels where the land taken from one parcel is added to an adjoining parcel and where a greater number of parcels than originally existed is not created. For the purpose of this chapter, "adjoining" means touching. (Ord. 1138, §2 (Exh. A), adopted 2012)

§8296 APPLICATION AND PROCESSING

A lot line adjustment application shall be prepared, filed, and processed as prescribed by this section.

A. Application Submittal And Contents: A lot line adjustment application shall include a completed application form and all information and other materials required by the Public Works Department and shall be filed with the ~~City Planning~~Community Development Department.

B. Application Fees: Application fees shall be established from time to time by resolution of the City Council adopted in accordance with the procedures required by law. An applicant must pay the fee when the application is submitted.

C. Application Review: City staff shall review the application for completeness and accuracy. The application may be referred to any City department or any public agency that may be affected or have an interest in the proposed lot line adjustment.

D. Environmental Review: A lot line adjustment is considered a ministerial project and for that reason is not subject to environmental review under the California Environmental Quality Act ("CEQA"). See Pub. Resources Code section 21080, subds. (a), (b)(1) and *Sierra Club v. Napa County Bd. of Supervisors* (Cal. App. 1st Dist. 2012) 205 Cal. App. 4th 162.

E. Public Notice: No public notice is required as the lot line adjustment application is a ministerial action.

F. Concurrent Permit Processing: When a lot line adjustment is part of a project that requires one or more discretionary planning entitlements and the applicant does not want the lot line adjustment unless the entire project is approved, then the lot line adjustment shall be reviewed as part of the discretionary planning application. In that event, all permits and approvals, including the lot line adjustment, shall be combined into one application, processed concurrently, and acted upon by the highest review authority required by this code based on the entitlements included in the application. (Ord. 1138, §2 (Exh. A), adopted 2012)

§8297 APPROVAL OR DENIAL OF ADJUSTMENT

The City Engineer shall determine whether the parcels resulting from the adjustment will conform with the applicable provisions of this chapter, the City's General Plan and Zoning Ordinance, Ukiah Municipal Airport Land Use Compatibility Master Plan, and the California Building and related codes as adopted in the City (hereafter "Building Code"). The City Engineer may approve, conditionally approve, or deny the lot line adjustment in compliance with this section.

A. Required Findings: A proposed lot line adjustment shall be approved if the City Engineer finds all of the following:

1. The adjustment will not create a greater number of parcels than existed prior to the adjustment;
2. The adjustment will not result in an increase in the number of nonconforming parcels;
3. The adjustment will not increase the nonconformity of any parcel; and
4. All of the parcels resulting from the adjustment are consistent with the General Plan, Zoning Ordinance, Ukiah Municipal Airport Land Use Compatibility Plan, and Building Code.

B. Conditions Of Approval: In approving a lot line adjustment, the City Engineer shall adopt conditions only as necessary to conform the adjustment and proposed parcels to the requirements of the General Plan, Zoning Ordinance, Ukiah Municipal Airport Land Use Compatibility Plan, Building Code or to facilitate the relocation of existing utilities, infrastructure, or easements. The City Engineer may not impose conditions or exactions on approval except to conform to such plans, to require payment of taxes, or facilitate relocation of facilities.

C. Appeal: The decision of the City Engineer may be appealed to the City Council. Said appeal shall be filed with the City Clerk within ten (10) days of the date of the decision, shall state the reason(s) for the appeal, and be accompanied by the appeal fee, if any, established by the City Council from time to time by resolution; provided, however, that the City Council decision on the appeal is subject to the provisions of this section regarding findings and conditions of approval. (Ord. 1138, §2 (Exh. A), adopted 2012)

§8298 COMPLETION OF ADJUSTMENT

Within twelve (12) months after approval, the lot line adjustment process shall be completed in compliance with this section through the recordation of a deed, after all conditions of approval have been satisfied.

A. Completion By Deed: A lot line adjustment shall not be considered complete or become effective until recordation in the official records of Mendocino County of a grant deed or deeds signed by the record owners. Prior to recordation, the applicant shall submit deeds to the City Engineer for review and approval in compliance with subsection B of this section, and shall pay the review fees. The legal descriptions provided in the deeds, including an accompanying plat, shall be prepared by a qualified registered civil engineer, or a land surveyor licensed or registered in the state in accordance with state law and shall be accompanied by a preliminary title report prepared within fifteen (15) days of the date of submission by a title company, if determined approved by necessary, by the City Engineer.

B. Review And Approval By The City Engineer: The City Engineer shall:

1. Examine the deeds to ensure that all record title owners and lien holders have consented to the adjustment;

2. Verify that all conditions of approval have been satisfactorily completed and that the deeds are in substantial compliance with the lot line adjustment as approved by the review authority;

~~3. Verify that the property owners have obtained partial reconveyances from any mortgagor or other lien holder for any portion of a parcel being transferred to an adjacent parcel and that any liens covering the adjacent property have been modified to cover the newly created larger parcel;~~

~~4~~3. If satisfied that the deeds comply with the above requirements, place an endorsed approval upon the deeds; and

~~5~~4. After approval of the legal description, assemble the deeds and return them to the applicant's title company for recordation.

C. Expiration: The approval of a lot line adjustment shall expire and become void if the adjustment has not been completed as required by this section within ~~twelve~~twenty-four (~~24~~2) months of approval. (Ord. 1138, §2 (Exh. A), adopted 2012)

ARTICLE 17.2. PARCEL MERGERS

SECTION:

§8299: Merger Not Required§8299.1: Processing Of Requested Merger§8299.2: Review Authority§8299.3: Conditions Of Approval§8299.4: Completion Of Merger§8299.5: Merger Incentives**§8299 MERGER NOT REQUIRED**

Two (2) or more contiguous parcels or units of land which have been subdivided under the provisions of this code or the Map Act shall not merge by virtue of the fact that the contiguous parcels are held by the same ownership. No further proceedings under this code shall be required for the purpose of sale, lease or financing, except as provided by this chapter. (Ord. 1138, §3 (Exh. A), adopted 2012)

§8299.1 PROCESSING OF REQUESTED MERGER

Upon request of the legal owner of contiguous parcels, the City may approve the merger of the property in compliance with the California Subdivision Map Act ~~section 66499.20-3/4~~. The request shall be in writing and shall be accompanied by data and documents as required by the City Engineer. (Ord. 1138, §3 (Exh. A), adopted 2012)

§8299.2 REVIEW AUTHORITY

The City Engineer shall review and approve or conditionally approve each proposed merger when in compliance with the California Subdivision Map Act ~~section 66451.11~~. The City Engineer may refer any proposed merger to any department or agency that may have an interest in the merger. (Ord. 1138, §3 (Exh. A), adopted 2012)

§8299.3 CONDITIONS OF APPROVAL

In approving a merger, the City Engineer may impose reasonable conditions. The reasonableness of conditions imposed by the City Engineer may be appealed to the City Council within ten (10) days of written notice of the conditions in compliance with section 8337 of this code (Appeals). (Ord. 1138, §3 (Exh. A), adopted 2012)

§8299.4 COMPLETION OF MERGER

Upon approval, a notice of lot merger shall be filed with the County Recorder. The form and content of the notice shall be as required by the City Engineer. (Ord. 1138, §3 (Exh. A), adopted 2012)

§8299.5 MERGER INCENTIVES

Lot Mergers that facilitate affordable or special needs housing shall be evaluated at a reduced rate per the adopted fee schedule of the Community Development Department. Application processing shall be prioritized throughout the planning entitlement phase to the extent feasible.

ORDINANCE NO. 1236

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH
AMENDING DIVISION 9, CHAPTER 1 OF UKIAH CITY
CODE ARTICLE 17.1 (LOT LINE ADJUSTMENTS)
AND ARTICLE 17.2 (PARCEL MERGERS) TO ENHANCE
APPLICATION PROCESSES AND REVIEW**

WHEREAS, on December 7, 2022, the City Council adopted a resolution adopting the 2040 General Plan (Resolution No. 2022-79), as well as a Resolution certifying the EIR, adopting the Findings of Fact and Statement of Overriding Considerations, and approving the Mitigation Monitoring Reporting Program (Resolution No. 2022-78). (State Clearinghouse No. 2022-050556); and

WHEREAS, the Housing Element contained in the City's 2040 General Plan specifies implementation measures with a goal to facilitate the consolidation of smaller, multifamily parcels by providing technical assistance to property owners and developers in support of lot consolidation; and

WHEREAS, in 2020, the City of Ukiah received grant funding from California Department of Housing and Community Development through a Local Early Action Planning (LEAP) grant to explore policies and options to facilitate the consolidation of smaller, multifamily parcels by providing technical assistance or incentives to property owners; and

WHEREAS, upon evaluating the feasibility of Lot Consolidation incentives and researching the approaches of similar jurisdictions, Community Development staff concluded that additional merger incentives were unwarranted, due to limitations created by existing density restrictions, the City's zoning pattern, a residential sites inventory that features sufficient capacity, and a lack of adjacent underdeveloped or vacant sites conducive to residential development; and.

WHEREAS, in 2023, the City processed and approved parcel merger (#23-8285) to facilitate the construction of 72-units of multi-family housing in 14 days by prioritizing review, providing technical assistance, and processing the request at a reduced rate, thereby demonstrating the City's ability to use existing policies to encourage the consolidation of parcels for multifamily residential development; and

WHEREAS, the City of Ukiah is largely built out, future development necessitates that the City's Lot Line Adjustment policies and procedures be streamlined so that additional infill residential development can be realized; and

WHEREAS, California Government Code, Section 65800 et seq. authorizes the City of Ukiah ("City") to adopt and administer zoning laws, ordinances, rules, and regulations as a means of implementing the General Plan; and

WHEREAS, pursuant to the California Environmental Quality Act (Pub. Resources Code, 21000 et seq.) ("CEQA"), the City is Lead Agency for the Housing Element, Housing Action Plan and implementation of associated grants; and

WHEREAS, the general rule exemption set forth in Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Title 14, Cal. Code Regs., section 15000 et seq; "CEQA Guidelines") applies to this action because, for the reasons set forth in the staff report accompanying this Ordinance, the Project does not have the potential to cause a significant effect

on the environment and is therefore not subject to CEQA, as the amendments proposed would not expand or reduce the City's policies or allowances related to Lot Line Adjustment or Lot Mergers but rather ensure consistency with existing plans and only require the application components necessary to determine completeness and ensure compliance with State Law; and

WHEREAS, on February 7, 2023, the City Council held a duly noticed public hearing on the subject amendments, and considered evidence presented by City staff, and other interested parties.

NOW, THEREFORE, the City Council of the City of Ukiah hereby finds and declares as follows:

SECTION ONE - FINDINGS AND DECLARATIONS

1. The majority of Division 9, Chapter 1 (Subdivisions) of the Ukiah City Code was adopted in 1958 and updated in 2012 by Ordinance No. 1138. Since that time the City has adopted new plans, such as the Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP), as well as altered the naming conventions of City Departments, thereby necessitating minor corrections and clarifications within City Code.
2. The State Subdivision Map Act limits local discretion when acting on lot line adjustments to ensuring that the adjustment will not create a greater number of parcels than existed prior to the adjustment; that the adjustment will not result in an increase in the number of non-conforming parcels; that the adjustment will not increase the non-conformity of any parcel; and that all of the parcels resulting from the adjustment are consistent with the General Plan, Zoning Ordinance, and Building Code.
3. The purpose of the ordinance is to clarify and streamline the lot line adjustment and parcel merger processes, reduce or remove unnecessary application requirements, and encourage, where appropriate, merger of parcels.
4. The amendments proposed would not alter the capabilities or allowances related to Lot Line Adjustment or Lot Mergers, but by streamlining the review process and application requirements, the ordinance would encourage the development of underutilized parcels.

SECTION TWO

Article 17.1 entitled "LOT LINE ADJUSTMENTS," is hereby amended within Division 9 (Planning and Development), Chapter 1 (Subdivisions) of the Ukiah City Code pursuant to the attached Exhibit A.

SECTION THREE

Article 17.2 entitled "PARCEL MERGERS" is hereby amended within Division 9 (Planning and Development), Chapter 1 (Subdivisions) of the Ukiah City Code pursuant to the attached Exhibit A.

SECTION 4

1. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of

the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE

This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah and shall become effective thirty (30) days after its adoption.

Introduced by title only on February 7, 2024, by the following roll call vote:

AYES: Councilmembers Orozco, Sher, Rodin, Crane and Mayor Duenas

NOES:

ABSENT:

ABSTAIN:

Adopted on February 21, 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Josephina Duenas, Mayor

ATTEST:

Kristine Lawler, City Clerk

Exhibit A: Ordinance Amending Division 9, Chapter 1 of the Ukiah City Code Article 17.1 (Lot Line Adjustments) and Article 17.2 (Parcel Mergers)

CHAPTER 1 SUBDIVISIONS

ARTICLE 17.1. LOT LINE ADJUSTMENTS

SECTION:

§8294: Purpose

§8295: Applicability

§8296: Application And Processing

§8297: Approval Or Denial Of Adjustment

§8298: Completion Of Adjustment

§8295PURPOSE

This chapter prescribes the procedures for the preparation, filing, processing, and approval or denial of lot line adjustments consistent with the policies of the General Plan, the requirements of this code, and the requirements of Government Code section 66412(d), part of the California Subdivision Map Act ("Map Act"). This chapter also prescribes the procedures for voluntary parcel mergers. (Ord. 1138, §2 (Exh. A), adopted 2012)

§8295 APPLICABILITY

As provided by the Subdivision Map Act of the State of California set forth in the Government Code, Sections 65000, et seq., the lot line adjustment procedure is for the purpose of relocating lot lines between four (4) or fewer existing adjoining parcels where the land taken from one parcel is added to an adjoining parcel and where a greater number of parcels than originally existed is not created. For the purpose of this chapter, "adjoining" means touching. (Ord. 1138, §2 (Exh. A), adopted 2012)

§8296 APPLICATION AND PROCESSING

A lot line adjustment application shall be prepared, filed, and processed as prescribed by this section.

A. Application Submittal And Contents: A lot line adjustment application shall include a completed application form and all information and other materials required by the Public Works Department and shall be filed with the Community Development Department.

B. Application Fees: Application fees shall be established from time to time by resolution of the City Council adopted in accordance with the procedures required by law. An applicant must pay the fee when the application is submitted.

C. Application Review: City staff shall review the application for completeness and accuracy. The application may be referred to any City department or any public agency that may be affected or have an interest in the proposed lot line adjustment.

D. Environmental Review: A lot line adjustment is considered a ministerial project and for that reason is not subject to environmental review under the California Environmental Quality Act ("CEQA"). See Pub. Resources Code section 21080, subds. (a), (b)(1) and *Sierra Club v. Napa County Bd. of Supervisors* (Cal. App. 1st Dist. 2012) 205 Cal. App. 4th 162.

E. Public Notice: No public notice is required as the lot line adjustment application is a ministerial action.

F. Concurrent Permit Processing: When a lot line adjustment is part of a project that requires one or more discretionary planning entitlements and the applicant does not want the lot line adjustment unless the entire project is approved, then the lot line adjustment shall be reviewed as part of the discretionary planning application. In that event, all permits and approvals, including the lot line adjustment, shall be combined into one application, processed concurrently, and acted upon by the highest review authority required by this code based on the entitlements included in the application. (Ord. 1138, §2 (Exh. A), adopted 2012)

§8297 APPROVAL OR DENIAL OF ADJUSTMENT

The City Engineer shall determine whether the parcels resulting from the adjustment will conform with the applicable provisions of this chapter, the City's General Plan and Zoning Ordinance, Ukiah Municipal Airport Land Use Compatibility Plan, and the California Building and related codes as adopted in the City (hereafter "Building Code"). The City Engineer may approve, conditionally approve, or deny the lot line adjustment in compliance with this section.

A. Required Findings: A proposed lot line adjustment shall be approved if the City Engineer finds all of the following:

1. The adjustment will not create a greater number of parcels than existed prior to the adjustment;
2. The adjustment will not result in an increase in the number of nonconforming parcels;
3. The adjustment will not increase the nonconformity of any parcel; and
4. All of the parcels resulting from the adjustment are consistent with the General Plan, Zoning Ordinance, Ukiah Municipal Airport Land Use Compatibility Plan, and Building Code.

B. Conditions Of Approval: In approving a lot line adjustment, the City Engineer shall adopt conditions only as necessary to conform the adjustment and proposed parcels to the requirements of the General Plan, Zoning Ordinance, Ukiah Municipal Airport Land Use Compatibility Plan, Building Code or to facilitate the relocation of existing utilities, infrastructure, or easements. The City Engineer may not impose conditions or exactions on approval except to conform to such plans, to require payment of taxes, or facilitate relocation of facilities.

C. Appeal: The decision of the City Engineer may be appealed to the City Council. Said appeal shall be filed with the City Clerk within ten (10) days of the date of the decision, shall state the reason(s) for the appeal, and be accompanied by the appeal fee, if any, established by the City Council from time to time by resolution; provided, however, that the City Council decision on the appeal is subject to the provisions of this section regarding findings and conditions of approval. (Ord. 1138, §2 (Exh. A), adopted 2012)

§8298 COMPLETION OF ADJUSTMENT

Within twelve (12) months after approval, the lot line adjustment process shall be completed in compliance with this section through the recordation of a deed, after all conditions of approval have been satisfied.

A. Completion By Deed: A lot line adjustment shall not be considered complete or become effective until recordation in the official records of Mendocino County of a grant deed or deeds signed by the record owners. Prior to recordation, the applicant shall submit deeds to the City Engineer for review and approval in compliance with subsection B of this section, and shall pay the review fees. The legal descriptions provided in the deeds, including an accompanying plat, shall be prepared by a qualified registered civil engineer, or a land surveyor licensed or registered in the state in accordance with state law and shall be accompanied by a preliminary title report prepared within fifteen (15) days of the date of submission by a title company, if determined necessary, by the City Engineer.

B. Review And Approval By The City Engineer: The City Engineer shall:

1. Examine the deeds to ensure that all record title owners and lien holders have consented to the adjustment;
2. Verify that all conditions of approval have been satisfactorily completed and that the deeds are in substantial compliance with the lot line adjustment as approved by the review authority;
3. If satisfied that the deeds comply with the above requirements, place an endorsed approval upon the deeds; and
4. After approval of the legal description, assemble the deeds and return them to the applicant's title company for recordation.

C. Expiration: The approval of a lot line adjustment shall expire and become void if the adjustment has not been completed as required by this section within twenty-four (24) months of approval. (Ord. 1138, §2 (Exh. A), adopted 2012)

ARTICLE 17.2. PARCEL MERGERS

SECTION:

§8299: Merger Not Required

§8299.1: Processing Of Requested Merger

<u>§8299.2: Review Authority</u>
<u>§8299.3: Conditions Of Approval</u>
<u>§8299.4: Completion Of Merger</u>
<u>§8299.5: Merger Incentives</u>

§8299 MERGER NOT REQUIRED

Two (2) or more contiguous parcels or units of land which have been subdivided under the provisions of this code or the Map Act shall not merge by virtue of the fact that the contiguous parcels are held by the same ownership. No further proceedings under this code shall be required for the purpose of sale, lease or financing, except as provided by this chapter. (Ord. 1138, §3 (Exh. A), adopted 2012)

§8299.1 PROCESSING OF REQUESTED MERGER

Upon request of the legal owner of contiguous parcels, the City may approve the merger of the property in compliance with the California Subdivision Map Act. The request shall be in writing and shall be accompanied by data and documents as required by the City Engineer. (Ord. 1138, §3 (Exh. A), adopted 2012)

§8299.2 REVIEW AUTHORITY

The City Engineer shall review and approve or conditionally approve each proposed merger when in compliance with the California Subdivision Map Act. The City Engineer may refer any proposed merger to any department or agency that may have an interest in the merger. (Ord. 1138, §3 (Exh. A), adopted 2012)

§8299.3 CONDITIONS OF APPROVAL

In approving a merger, the City Engineer may impose reasonable conditions. The reasonableness of conditions imposed by the City Engineer may be appealed to the City Council within ten (10) days of written notice of the conditions in compliance with section 8337 of this code (Appeals). (Ord. 1138, §3 (Exh. A), adopted 2012)

§8299.4 COMPLETION OF MERGER

Upon approval, a notice of lot merger shall be filed with the County Recorder. The form and content of the notice shall be as required by the City Engineer. (Ord. 1138, §3 (Exh. A), adopted 2012)

§8299.5 MERGER INCENTIVES

Lot Mergers that facilitate affordable or special needs housing shall be evaluated at a reduced rate per the adopted fee schedule of the Community Development Department. Application processing shall be prioritized throughout the planning entitlement phase to the extent feasible.



AGENDA SUMMARY REPORT

SUBJECT: Possible Adoption of Resolution Authorizing the Submittal of an Application to the California Department of Housing and Community Development for Funding under Round 2 of the Prohousing Incentive Pilot Program; and if Selected, Authorize the City Manager to Execute a Standard Agreement, Any Amendments Thereto, and of Any Related Documents Necessary to Participate in the Prohousing Incentive Pilot Program, as well as Authorization of the Corresponding Budget Amendments.

DEPARTMENT: Community
Development

PREPARED BY: Jim Robbins, Housing and Grants Manager

PRESENTER: Jim Robbins, Housing and Grants Manager.

ATTACHMENTS:

1. pip-nofa-2-guidelines
2. pip-nofa-2-app
3. PIP - Proposed Resolution
4. 2017_Housing_Strategy

Summary: Council will consider the adoption of a resolution authorizing submittal of an application to the California Department of Housing and Community Development (HCD) for \$530,000 in funding from Round 2 of the Prohousing Incentive Pilot (PIP) Program; and if the City is selected for award, authorize the City Manager to execute the Standard Agreement, any amendments thereto, and any related documents; and authorize the corresponding budget amendments.

Background: On August 17, 2022, Council unanimously adopted Resolution No. 2022-57, authorizing an application to and participation in the Prohousing Designation Program. The Prohousing Designation Program (PDP) is a program created through the 2019-2020 Budget Act by the State Legislature and implemented by the Department of Housing and Community Development (HCD) to create incentives for jurisdictions that are compliant with state housing element requirements and that have enacted Prohousing local policies. Being awarded a Prohousing designation by HCD enables such jurisdictions to receive additional points or other preference during the scoring of competitive applications for specified housing and infrastructure funding opportunities. The minimum score a jurisdiction must attain to be designated a Prohousing jurisdiction is 30, out of a total of 60 points. Staff submitted the City's Prohousing Program application on October 21, 2022, and received notification from HCD on April 5, 2023 that the City was awarded a Prohousing Designation with 38 points.

On March 1, 2023, Council unanimously adopted Resolution No. 2023-11, authorizing an application for Round 1 of Prohousing Incentive Pilot (PIP) funds. The application was awarded, and the City executed a Standard Agreement with HCD to allocate \$455,000 toward "i. the development of low- and moderate-income multifamily rental housing," or "ii. affordable rental and ownership housing for individuals and households with incomes up to 120 percent of area median income."

On January 23, 2024, HCD announced the release of a Round 2 Notice of Funding Availability (NOFA) and final Guidelines (Attachment 1) for approximately \$9.4 million for the PIP Program. According to HCD, the PIP Program is an "...investment the state is making to reward jurisdictions at the forefront in addressing California's housing crisis..." and "...is designed to reward local governments with Prohousing Designation with

additional funding to accelerate affordable housing production and preservation." Eligible activities include:

- i. The development of low- and moderate-income multifamily rental housing.
- ii. Affordable rental and ownership housing for individuals and households with incomes up to 120 percent of area median income.
- iii. Matching portions of funds placed into local or regional housing trust funds.
- iv. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund.
- v. Capitalized reserves for services connected to the creation of new permanent supportive housing, including, but not limited to, developments funded through the Veterans Housing and Homelessness Prevention Bond Act of 2014.
- vi. Assisting persons who are experiencing or at risk of homelessness.
- vii. Accessibility modifications.
- viii. Efforts to acquire and rehabilitate foreclosed vacant homes.
- ix. Homeownership opportunities, including, but not limited to, down payment assistance
- x. Fiscal incentives or matching funds to local agencies that approve new housing for low- and moderate-income households.

Funding under the PIP Round 2 NOFA and Guidelines follows a formula based on the population size of the local jurisdiction and bonus points based on an eligible applicant's Prohousing Designation application score, plus an additional \$10,000 for each point of the score. For example, an applicant with a Prohousing Designation application score of 35 points will be eligible to receive up to a \$350,000 bonus award in addition to the base award. As a jurisdiction with a population of less than 20,000, the City's base award for Round 2 is \$150,000. Based on the preliminary score of 38 points, the maximum funding the City can apply for is \$530,000.

Discussion: An award of funding from the PIP program would help fulfill goals included in the City's 2017 Housing Strategy (Attachment 4). The Housing Strategy includes the creation of a Housing Trust Fund (UHTF), which was completed in 2017. Furthermore, it lists activities to be funded by the UHTF, such as "1. Creation of new affordable units; 2. Purchase of vacant and underutilized land (land assembly) for the purpose of facilitating future affordable housing production; 5. Preservation of existing affordable housing; and 9. Predevelopment assistance to non-profit and for-profit developers with project feasibility and preliminary design studies for potential affordable housing projects."

An award of funding from the PIP program would also help fulfill one of the goals in the City's 2019-2027 Housing Element. Policy 2-2 under Goal H-2 notes the City should "encourage the development of a variety of different types of housing," and Policy 5-3 under Goal H-5 encourages staff to "assume a leadership role in the development of all types of housing in the community."

In response to the PIP Round 2 NOFA, Staff is recommending Council authorize an application (Attachment 2) in the amount of \$530,000 for the following eligible activities:

- 1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, and moderate-income households, including necessary operating subsidies.
- 2) Affordable rental and ownership housing for individuals and households with incomes up to 120 percent of area median income (AMI).
- 3) Homeownership opportunities, including, but not limited to, down payment assistance.

Staff recommends Council adopt the Resolution in Attachment 3 authorizing submittal of an application to HCD for \$530,000 in funding under Round 2 of the Prohousing Incentive Pilot Program; and if the City is selected for award, authorize the City Manager to execute the standard agreement, any amendments thereto, and any related documents necessary; and authorize any corresponding budget amendments.

Recommended Action: Adopt resolution authorizing submittal of an application from the City of Ukiah to HCD for \$530,000 in funding under Round 2 of the Prohousing Incentive Pilot Program; and if the City is selected for award, authorize the City Manager to execute the standard agreement, any amendments thereto, and any related documents necessary; and authorize any corresponding budget amendments.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: HCD PIP Program

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Craig Schlatter, Community Development Director

DIVERSITY-EQUITY INITIATIVES (DEI): Goal 5 – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP): GP-A8 - Housing Element (2019-2027) 2d: Pursue additional funding sources to augment the Ukiah Housing Trust Fund, creating a permanent source of funding for affordable housing.

Approved:


Sage Sangiacomo, City Manager

Prohousing Incentive Program Guidelines



**State of California
Governor Gavin Newsom**

**Melinda Grant, Undersecretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
California Department of Housing and Community
Development**

**Megan Kirkeby, Deputy Director
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January 23, 2024

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Prohousing Incentive Program

Section 100: Introduction

The California Department of Housing and Community Development (Department/HCD) is pleased to release program guidelines (Guidelines) for funding through the Prohousing Incentive Program (Program). The Prohousing Incentive Program is designed to encourage cities and counties to obtain Prohousing Designation.

The Program is funded through Chapter 364, Statutes of 2017 (SB 2, Atkins), which established the Building Homes and Jobs Trust Fund (Fund). The Fund utilizes real estate transaction fees collected at a county level to establish a permanent source of funding. Five percent of annual collections are deposited in a fund to be used for an incentive program.

The Program awards funds based on the Eligible Applicant's Prohousing Designation Program Score (as codified in the California Code of Regulations Title 25 Housing and Community Development, Division 1, Chapter 6, Subchapter 6.6, Sections 6600 through 6608, Consecutive Prohousing Designation Program). This round of program funding provides awards for Eligible Applicants to use towards planning and implementation activities related to housing and community development. The content and structure of future rounds of Program funding is subject to change at the Department's sole discretion.

Section 101: Scope and Authority

These Guidelines are authorized pursuant to Chapter 2.5 of Health and Safety Code (Sections 50470 to 50475). The Guidelines implement, interpret, and make specific provisions for purposes of implementing an incentive program pursuant to Health and Safety Code section 50470, subdivision (b)(2)(C)(i), (hereinafter "Prohousing Incentive Program" or "PIP").

The Guidelines provide the Department's plan for the expenditure of PIP funds and the administration of the Program. As such, these Guidelines establish terms, conditions, forms, procedures, and other mechanisms as the Department deems necessary to exercise the powers and perform the duties conferred by Chapter 2.5.

The matters set forth herein are regulatory mandates, and are adopted in accordance with the authorities set forth below:

Section 50470 (d) of the Health and Safety Code states "In consultation with stakeholders, the department may adopt guidelines to implement this section, including

to determine allocation methodologies. Any guideline, rule, policy, or standard of general application employed by the department in implementing this chapter shall not be subject to the requirements of the Administrative Procedures Act.”

These guidelines are mandated and have the dignity of statutes. (*Ramirez v. Yosemite Water Co.*, 20 Cal. 4th 785, 800 (1999) [stating ““Quasi-legislative regulations ... have the dignity of statutes ... [and]... delegation of legislative authority includes the power to elaborate the meaning of key statutory terms...”].

Ramirez v. Yosemite Water Co., 20 Cal. 4th 785, 800 (1999)

The Department reserves the right, at its sole discretion, to suspend or amend the provisions of these Guidelines, including, but not limited to, grant award amounts.

Section 200: Eligibility

Section 201: Eligible Applicants

- (A) Eligible Applicants are limited to cities, counties, and cities and counties.
- (B) Only Eligible Applicants may submit an application.
- (C) Eligible Applicants may partner through legally binding agreements with other forms of governments or entities. This includes, but is not limited to, partnerships with other localities, regional governments, housing authorities, school districts, special districts, community-based organizations, Tribal Entities or any duly constituted governing body of an Indian Reservation or Rancheria.
- (D) Eligible Applicants in partnerships may determine the amount of incentive payments between Eligible Applicants participating in the partnership in consultation with the Department.
- (E) Eligible Applicants forming partnerships must submit separate, completed, and signed application packages, including resolutions and a copy of the signed agreement between partners to the Department in order to be awarded funds.

Section 202: Threshold Requirements

Eligible Applicants must meet all of the following threshold requirements for participation in the Program:

- (A) An adopted housing element in substantial compliance, as determined by the Department, pursuant to Housing Element Law (Article 10.6 of Gov. Code) in

accordance with Government Code section 65585, subdivision (h).

1. Applicants not meeting housing element requirements may be considered to meet this threshold requirement at the discretion of the Department on a case-by-case basis. Criteria for consideration include but are not limited to significant progress in meeting housing element requirements (e.g., a draft found to meet statute, rezoning near completion), proposing activities to meet housing element requirements (e.g., rezoning to accommodate housing needs pursuant to Gov. Code Section 65583(c)(1)) and adoption of a compliant element prior to the award of funds.
- (B) Housing Element Annual Progress Report submittal pursuant to Government Code Section 65400 for the current or prior year, as applicable.
- (C) Prohousing Designation: A completed Prohousing Designation application (per the regulations codified in the California Code of Regulations Title 25 Housing and Community Development, Division 1, Chapter 6, Subchapter 6.6, Sections 6600 through 6608, Consecutive Prohousing Designation Program), with an authorizing resolution, must be submitted prior to or in conjunction with the applicant's PIP application. PIP awards cannot be made until a Prohousing Designation is obtained, as determined by the Department.
- (D) A complete application as determined by the Department.
- (E) A resolution authorizing submittal of the application to the Program that materially comports with the Program's requirements and is legally sufficient as determined in the Department's reasonable discretion, including an authorized representative. See Attachment B for required resolution format.
- (F) Compliance with state and federal housing laws as determined by the sole discretion of HCD.
- (G) Demonstration of meeting threshold criteria shall be determined by the Department in its sole and absolute discretion. No documentation of meeting threshold requirements is required in the application unless requested by the Department.

Section 300: Application Requirements

Section 301: Application Content

- (A) Eligible Applicants may request an allocation of funds by submitting a complete application to the Department.

- (B) Application must utilize the forms and manner prescribed in the Department's application.
- (C) The application can be found on the Department's website at <https://www.hcd.ca.gov/grants-and-funding/programs-active/prohousing-incentive-program>.
- (D) Eligible Applicants must submit a Government Agency Taxpayer Identification Form for an application to be considered complete.
- (E) The Department may request additional information and documentation as appropriate.
- (F) The Department may consult with and gather relevant information from any individual, entity, or public agency.

Section 302: Application Submittal

- (A) An applicant must submit a completed, signed original application in electronic form.
- (B) The Department encourages early applications and will accept applications up to the date and time noted on the cover letter of the Notice of Funding Availability (NOFA).
- (C) All applications must be submitted by email to: ProhousingIncentive@hcd.ca.gov.

Section 400: Application Review

Section 401: Application Process

- (A) Applications will be reviewed for completeness, eligibility, and for meeting threshold requirements.
- (B) Eligible Applicants will have until the date specified in the NOFA to obtain Prohousing Designation. After the specified date, HCD will rank Eligible Applicants that met threshold requirements according to their Prohousing Designation Score, as determined by the Department.
- (C) Ranked applications will be sorted by geographic category, as described in Section 404 of these Guidelines.
- (D) Priority will be given to Eligible Applicants that have *not received* PIP funds in prior funding rounds. Eligible Applicants *awarded* in prior funding rounds will only

be eligible to receive an award once all previously unfunded Eligible Applicants receive an award.

Section 402: Base Award and Bonus Award Calculation

- (A) Eligible Applicants will receive a base award according to population size (see Section 500). In addition, Eligible Applicants may receive a bonus award up to \$500,000.
- (B) For the purpose of calculating the bonus award, an Eligible Applicant's Prohousing Designation Score will be multiplied by 10,000. For example, an Eligible Applicant with a Prohousing Designation Score of 35 points will be eligible to receive up to a \$350,000 bonus award in addition to the base award. The bonus award amount shall not exceed \$500,000.

Section 403: Scoring – Tie Breaker

- (A) Eligible Applicants that submit complete applications that meet threshold requirements will be awarded in order of rank and priority, as described in Section 401(D), until funding is depleted.
- (B) In the event of a tie (i.e., two or more Eligible Applicants have the same Prohousing Designation Score), the Eligible Applicant with the smaller population size will receive funding first.

Section 404: Geographic Categories

- (A) Ranked applications will be considered for awards according to six geographic categories, as follows:
 - 1. Southern California: Imperial, Los Angeles, Orange, Riverside, San Bernardino, Ventura, and San Diego
 - 2. Bay Area: Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, Sonoma, San Francisco
 - 3. San Joaquin Valley: Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, Tulare
 - 4. Sacramento Area: Amador, El Dorado, Placer, Sacramento, Sutter, Yolo, Yuba

5. Central Coast: Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz
 6. North State and Sierra Nevada: Alpine, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, Trinity, Tuolumne
- (B) Funds are made available to each geographic category based upon the percentage of 2030 population projections, as determined by the Department of Finance (see the NOFA).
- (C) The total proportion of available funds in geographic categories will not exceed 75 percent of the total amount of the NOFA.
- (D) Awards will be funded from each geographic category's total available funding amount until the funds for that category are depleted. If Eligible Applicants' awards exceed the funding available to a geographic category, Eligible Applicants may qualify to fulfill their eligible award from the 25 percent residual set-aside in ranking order.
1. In the event of funds being depleted such that a partial award is indicated, the residual set-aside may be utilized to enhance the award at the discretion of the Department.
- (E) If both an Eligible Applicant's geographic category and the residual set-aside have been depleted, that Eligible Applicant may be eligible for remaining funds at the sole discretion of the Department. Remaining funds will come from unutilized money from geographic categories only after Eligible Applicants located in those geographic categories have been awarded.
- (F) When all funds have been depleted, the final Eligible Applicant in the ranking will only be eligible for the award amount that remains in the coffer. Eligible Applicants in this position may opt to pull their PIP application until additional funds are made available to fulfill their eligible award amount in potential future funding rounds.
- (G) The Department reserves discretion to alter funding amounts and the distribution methodology to advance Program goals and achieve an equitable outcome.

Section 500: Eligible Award Calculation

- (A) This program will make funding available to jurisdictions as Prohousing Incentive grants as determined by the NOFA.

- (B) Maximum total award amounts will be no greater than \$2 million per Eligible Applicant. Total potential award amounts are determined by adding an Eligible Applicant's base award amount with an Eligible Applicant's bonus award amount, as established by the criteria described in Section 402 of these Guidelines.
- (C) Base award amounts are based on population estimates as of January 1 of the NOFA year¹. See the NOFA for the maximum base award amount that a jurisdiction may receive pursuant to this subdivision².
- (D) Eligible Applicants in partnerships with other cities or counties, as allowed by section 201(C) of these Guidelines, may qualify for up to the sum of individual Eligible Applicant base award amounts. For example, two jurisdictions between 50,000 and 99,999 people could submit a proposal for up to \$1 million in base awards.

Section 600: Uses of Funds

Section 601: Eligible Uses

Eligible Applicants must use award funds towards planning or implementation activities related to housing and community development limited to activities that conform with eligible uses pursuant to Health and Safety Code section 50470(b)(2)(D):

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, and moderate-income households, including necessary operating subsidies.
2. Affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120 percent of area median income, or 150 percent of area median income in high-cost areas.
3. Matching portions of funds placed into local or regional housing trust funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of Section 34176 of the Health and Safety Code.

¹ Population estimates are based on the Department of Finance E-1 report:
<https://dof.ca.gov/Forecasting/Demographics/estimates-e1/>.

² Maximum and minimum award amounts may be adjusted by the Department based on demand for the Program.

5. Capitalized reserves for services connected to the creation of new permanent supportive housing, including, but not limited to, developments funded through the Veterans Housing and Homelessness Prevention Bond Act of 2014.
6. Assisting persons who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
7. Accessibility modifications.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives or matching funds to local agencies that approve new housing for extremely low, very low, low-, and moderate-income households.

Section 700: Administration

Section 701: Fiscal Administration

(A) Grant Execution and Term

1. The Department will notify the grantee if they have been selected for a grant award:
 - i. After the Standard Agreement has been drawn, the grantee will be provided instructions for signing all required documents. The grantee must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instructions, or risk forfeiting the grant award;
 - ii. The grant term begins on the day the Department and the grantee have fully executed the Standard Agreement. The Department will notify the grantee and partners when work may proceed under the agreement. However, eligible activities that are approved by the Department may be retroactively reimbursed to the date of the NOFA; and
 - iii. The end of the grant term will be determined by the state based on the availability of grant funds and the administrative requirements for liquidation.

(B) Payment and Accounting of Grant Funds

1. Grant funds cannot be reimbursed until the Standard Agreement has been fully executed.
2. The grantee will be responsible for compiling and submitting all invoices and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. Failure to provide requested documentation to HCD could result in exclusion from consideration for grants in future program years.
3. The grantee will submit documentation to the Department detailing actual costs incurred, which must be based on clear and completed objectives and deliverables as outlined in the PIP application, Exhibit E of the Standard Agreement, and any other supplemental forms prescribed by the Department.
4. Supporting documentation may include, but is not limited to, receipts, progress payments, subcontractor invoices, timecards or any other documentation as deemed necessary by the Department to support the reimbursement to the grantee for expenses in accordance with the grantee's PIP application and these PIP Guidelines.
5. The grantee must bill the state based on clear deliverables outlined in the Standard Agreement or budget timeline. Only approved and eligible costs incurred for work after the NOFA date, and completed and processed prior to the expenditure deadline, will be reimbursable. Approved and eligible costs incurred prior to the NOFA date are ineligible.
6. Work must be completed prior to requesting reimbursement, unless otherwise approved by the Department.
7. Grant fund payment will be made on a reimbursement basis. Project invoices will be submitted to the Department by the grantee on a quarterly basis or, if earlier, upon completion of deliverables.
8. In unique and/or unusual circumstances, the Department may consider alternative arrangements (e.g., disbursements in advance of activity initiation) to reimbursement and payment methods. Unusual circumstances include but are not limited to feasibility, unavailable funds or lack of resources and substantial progress in expenditure.

9. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the grantee.
10. The Department may withhold grant funds until grant terms have been fulfilled.
11. The Department may withhold eligible program grants in future program years until terms of the Standard Agreement have been fulfilled to the satisfaction of the Department.
12. Each recipient of funds under the Program shall expend those funds no later than June 30, 2026. Final invoices shall be submitted to the Department three months prior to the expenditure deadline.

Section 702: Accounting Records, Audits, Remedies of Non-performance, and Reporting

(A) Accounting Records

1. The contractor is responsible for maintaining records which fully disclose the activities funded by the grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the state, of the accuracy of the records and the allowability of expenditures charged to grant funds. If the allowability of an expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the state shall determine the reimbursement method for the amount disallowed. The state's determination of the allowability of any expense shall be final.
2. The grantee, its staff, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices.
3. The grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.

4. The grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the project in accordance with GAAP.
5. The grantee agrees that the Department or its designee shall have the right to review, obtain, and copy any records and supporting documentation pertaining to the performance of the Standard Agreement. The grantee agrees to provide the Department or its designee with any relevant information requested.
6. The grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program Guidelines, and the Standard Agreement.
7. Subcontractors employed by the grantee and paid with moneys under the terms of the Standard Agreement shall be responsible for maintaining accounting records as specified above. The grantee shall monitor and enforce subcontracts accordingly.

(B) Audits

1. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of all phases of the award. At the Department's request, the grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.
2. The grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of the Standard Agreement.
3. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 of the Standard Agreement.
4. The grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit

shall allow access by the Department to the independent auditor's working papers.

5. The grantee is responsible for the completion of audits and all costs of preparing audits.
6. If there are audit findings, the grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
7. The grantee agrees to maintain such records for possible audit after the final payment pursuant to Exhibit D, Sections 8 and 9 of the Standard Agreement, unless a longer period of records retention is stipulated.
8. The grantee shall include in any contract that it enters in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees.
9. The grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.
10. The grantee shall retain all books and records relevant to the Standard Agreement for a minimum of five years after the end of the term of the Standard Agreement. Records relating to any and all audits or litigation relevant to the Standard Agreement shall be retained for five years after the conclusion or resolution of the matter.
 - i. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

(C) Remedies of Non-performance

1. In the event that it is determined, at the sole discretion of the Department, that the grantee is not meeting the terms and conditions of the Standard Agreement, the grantee shall cease all work under the Standard Agreement immediately upon receiving a written notice from the Department. The Department has the sole discretion to determine that the grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.
2. Both the grantee and the Department have the right to terminate the

Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The grantee will submit any requested documents to the Department within 30 days of the early termination notice.

3. At any time, if the Department finds the applicant falsely proposed information in the application or as part of the application review, including documentation related to incentive payments (e.g., affordability, enhancements), the Department may require the repayment of funds or decline reimbursement.
4. The Department may, as it deems appropriate or necessary, require the repayment of funds from a grantee, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code section 50515.04(e)).

(D) Reporting

1. At any time during the term of the Standard Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Standard Agreement with emphasis on eligible activities, eligible uses, ineligible uses, and expenditures, according to timelines and budgets referenced in the Standard Agreement.
2. Grantees shall submit a report, in the form and manner prescribed by the Department, by April 1 of the year following the receipt of funds, and annually thereafter until funds are expended. The annual report shall contain a detailed report which must include, at a minimum:
 - i. Identification of the eligible activities to which the Grantee committed program funds, and the income levels of households assisted;
 - ii. Amounts awarded to Subrecipients with the activity(ies) identified;
 - iii. Identification of the eligible activities upon which the contractor expended program funds, and the income levels of households assisted and the affordability level for any units assisted; and
 - iv. Close out report for contracts that were fully expended and in which all activities funded were completed during the fiscal year.
3. The Department may request additional information, as needed.

4. Upon completion of all deliverables within the Standard Agreement and prior to processing final invoicing, the awardee shall submit a closeout report.

Section 800: Right to Modify or Suspend and Final Decision-making

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of these Guidelines 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. You may subscribe to the Department's email list here: http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.

Attachment A: Enabling Legislation

Building Homes and Jobs Act

Chapter 2.5 of the Health and Safety Code (Sections 50470 – 50475) (Chapter 364, Statutes of 2017)

Health and Safety Code 50470.

- (a) (1) There is hereby created in the State Treasury the Building Homes and Jobs Trust Fund. All interest or other increments resulting from the investment of moneys in the fund shall be deposited in the fund, notwithstanding Section 16305.7 of the Government Code.
- (2) Moneys in the Building Homes and Jobs Trust Fund shall not be subject to transfer to any other fund pursuant to any provision of Part 2 (commencing with Section 16300) of Division 4 of Title 2 of the Government Code, except to the Surplus Money Investment Fund.
- (b) Moneys in the Building Homes and Jobs Trust Fund shall be appropriated either through the annual Budget Act, or as provided in this subdivision, in accordance with the following:
 - (1) Moneys collected on and after January 1, 2018, and until December 31, 2018, shall, upon appropriation by the Legislature, be allocated as follows:
 - (A) Fifty percent of deposits into the fund shall be made available for local governments to update planning documents and zoning ordinances in order to streamline housing production, including, but not limited to, general plans, community plans, specific plans, sustainable communities strategies, and local coastal programs. Eligible uses also include new environmental analyses that eliminate the need for project-specific review and local process updates that improve and expedite local permitting.
 - (i) Five percent of the funds specified by this subparagraph shall be available for technical assistance to jurisdictions updating specified planning documents. Technical assistance shall be provided by the department and the Governor's Office of Planning and Research.
 - (ii) The funds to be allocated pursuant to this subparagraph shall be held by the department until a local government submits a request for use. The request shall include a description of the proposed use of the funds in the interest of accelerating housing production. The proposed use of these funds shall be included in the local government's funding plan and annual reports pursuant to subclauses (II) and (III) of clause (ii) of subparagraph (B) of paragraph (2). Each recipient of funds under the program shall encumber the funds by December 31, 2020, and shall expend those funds no later than December 31, 2023. Any of these funds not allocated by the department within the first two years that those funds are available shall be made available by the department for the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675)).
 - (B) Fifty percent of deposits into the fund shall be made available to the department to assist persons experiencing or at risk of homelessness,

including, but not limited to, providing rapid rehousing, rental assistance, navigation centers, and the new construction, rehabilitation, and preservation of permanent and transitional rental housing.

(C) The department shall ensure geographic equity in the distribution and expenditure of funds allocated pursuant to this paragraph.

(2) Moneys collected on and after January 1, 2019, shall be allocated as follows:

(A) Twenty percent of all moneys in the fund shall, upon appropriation by the Legislature, be expended for affordable owner-occupied workforce housing.

(B) (i) Seventy percent of moneys deposited in the fund shall, upon appropriation by the Legislature, be made available to local governments as follows:

(I) Ninety percent of the moneys specified in this subparagraph shall be allocated based on the formula specified in Section 5306 of Title 42 of the United States Code, in accordance with the distribution of funds pursuant to that formula for the federal Fiscal Year 2017, except that the portion allocated to nonentitlement areas pursuant to that section shall be distributed through a competitive grant program, administered by the department, as follows:

(ia) The department shall award priority points to a county that has a population of 200,000 or less within the unincorporated areas of the county, to a local government that did not receive an award based on the formula specified in Section 5306 of Title 42 of the United States Code in 2016, and to a local government that pledges to use the money awarded pursuant to a competitive grant under this subclause to assist persons experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, navigation centers, and the new construction, rehabilitation, and preservation of permanent and transitional rental housing.

(ib) Moneys awarded to a local government pursuant to the competitive grant program shall be used for the purposes specified in subparagraph (D).

(II) The remaining 10 percent of the moneys specified in this subparagraph shall be allocated equitably among local jurisdictions that are nonentitlement areas pursuant to the formula specified in Section 5306 of Title 42 of the United States Code for federal Fiscal Year 2017.

(ii) To receive moneys pursuant to this subparagraph, local governments shall document minimum standards including the following:

(I) Submit a plan to the department detailing the manner in which allocated funds will be used by the local government in a manner consistent with this paragraph and to meet the local government's unmet share of the regional housing needs allocation.

(II) Have a compliant housing element with the state and submit a current annual report pursuant to Section 65400 of the Government Code.

(III) Submit an annual report to the department that provides ongoing tracking of the uses and expenditures of any allocated funds.

(IV) Funds may be expended for the uses listed in subparagraph (D). Two or more local governments that receive an allocation pursuant to this subparagraph may expend those moneys on a joint project that is an authorized use under subparagraph (D).

(V) Prioritize investments that increase the supply of housing to households that are at or below 60 percent of area median income, adjusted for household size.

(VI) If a local government does not have a documented plan to expend the moneys allocated to it pursuant to this subparagraph within five years of that allocation, those moneys shall be exempt from the allocation requirements in this paragraph and shall revert to, and be paid and deposited in, the Housing Rehabilitation Loan Fund established pursuant to Section 50661 to be used for the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675)) or for technical assistance for local governments.

(VII) A local government may petition the department to return any moneys allocated to it pursuant to this subparagraph. Any moneys returned pursuant to this clause shall be used for the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675)).

(C) Thirty percent of moneys deposited in the fund shall be made available to the department for use as follows:

(i) Five percent of the moneys deposited in the fund shall, upon appropriation by the Legislature, be used for state incentive programs, including loans and grants administered by the department. If the department receives insufficient funding applications for incentive programs financed pursuant to this clause, the department shall make those funds available for the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675)).

(ii) (I) Subject to subclause (II), 10 percent of the moneys deposited in the fund shall, upon appropriation by the Legislature, be used to address affordable homeownership

and rental housing opportunities for agricultural workers and their families.

(II) On and after January 1, 2020, housing funded pursuant to this clause shall not be rented, sold, or subleased to an agricultural employer, as defined in Section 1140.4 of the Labor Code, or its agent, or a farm labor contractor, as defined in Section 1682 of the Labor Code, or its agent, who employs at least one H-2A worker, as defined in Section 50205, until the expiration of the regulatory agreement or affordability covenant, as applicable. A person or entity who receives funds made available pursuant to this clause on or after January 1, 2020, and expends any of those funds for the purpose of funding predevelopment of, developing, or operating any housing that is rented, sold, or subleased to an agricultural employer, as defined in Section 1140.4 of the Labor Code, or its agent, or a farm labor contractor, as defined in Section 1682 of the Labor Code, or its agent, and who employs at least one H-2A worker, as defined in Section 50205, until the expiration of the regulatory agreement or affordability covenant, as applicable, shall reimburse the department or other state agency that provided those funds, as provided in paragraph (2) of subdivision (b) of Section 50205. This subclause shall not apply to any contract entered into or any financial assistance provided pursuant to this clause prior to January 1, 2020.

(III) A person or entity who receives funds made available pursuant to this section on and after January 1, 2020, and expends any of those funds for the purpose of funding predevelopment of, developing, or operating any housing shall submit a declaration to the department declaring the following:

- (ia) (Ia) The person or entity is not an agricultural employer, as defined in Section 1140.4 of the Labor Code, or its agent, or a farm labor contractor, as defined in Section 1682 of the Labor Code, or its agent, who employs at least one H-2A worker, as defined in Section 50205.
- (Ib) The person or entity will not rent, sell, or sublease any housing funded pursuant to this chapter to an agricultural employer, as defined in Section 1140.4 of the Labor Code, or its agent, or a farm labor contractor, as defined in Section 1682 of the Labor Code, or its agent, who employs at least one H-2A worker, as defined in Section 50205, until the expiration of

the regulatory agreement or affordability covenant, as applicable.

(ib) The declaration described in sub-subclause (ia) can be met through the inclusion in a regulatory agreement or affordability covenant, as applicable, with the department that is signed by the person or entity receiving funds pursuant to this chapter.

(iii) Fifteen percent of the moneys deposited in the fund shall, notwithstanding any other provision of this section or Section 13340 of the Government Code, be continuously appropriated to the California Housing Finance Agency for the purpose of creating mixed income multifamily residential housing for lower to moderate-income households pursuant to Chapter 6.7 (commencing with Section 51325) of Part 3.

(D) The moneys in the fund allocated to local governments may be expended for the following purposes:

(i) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low, very low, low-, and moderate-income households, including necessary operating subsidies.

(ii) Affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120 percent of area median income, or 150 percent of area median income in high-cost areas.

(iii) Matching portions of funds placed into local or regional housing trust funds.

(iv) Matching portions of funds available through the Low and Moderate Income Housing Asset Fund pursuant to subdivision (d) of Section 34176 of the Health and Safety Code.

(v) Capitalized reserves for services connected to the creation of new permanent supportive housing, including, but not limited to, developments funded through the Veterans Housing and Homelessness Prevention Bond Act of 2014.

(vi) Assisting persons who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

(vii) Accessibility modifications.

(viii) Efforts to acquire and rehabilitate foreclosed or vacant homes.

(ix) Homeownership opportunities, including, but not limited to, downpayment assistance.

(x) Fiscal incentives or matching funds to local agencies that approve new housing for extremely low, very low, low-, and moderate-income households.

(3) A state or local entity that receives an appropriation or allocation pursuant to this chapter shall use no more than 5 percent of that appropriation or allocation

for costs related to the administration of the housing program for which the appropriation or allocation was made.

(c) Both of the following shall be paid and deposited in the fund:

(1) Any moneys appropriated and made available by the Legislature for purposes of the fund.

(2) Any other moneys that may be made available to the department for the purposes of the fund from any other source or sources.

(d) In consultation with stakeholders, the department may adopt guidelines to implement this section, including to determine allocation methodologies. Any guideline, rule, policy, or standard of general application employed by the department in implementing this chapter shall not be subject to the requirements of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

Attachment B: Required Resolution Template

RESOLUTION NO. [insert resolution number]

A RESOLUTION OF THE [INSERT EITHER “CITY COUNCIL” OR “COUNTY BOARD OF SUPERVISORS”] OF [INSERT THE NAME OF THE CITY OR COUNTY] AUTHORIZING APPLICATION FOR, AND RECEIPT OF, Prohousing Incentive Program funds.

WHEREAS, pursuant to Health and Safety Code 50470 et. Seq, the California Department of Housing and Community Development (Department) is authorized to issue Guidelines as part of an incentive program (hereinafter referred to by the Department as the Prohousing Incentive Program or “PIP”); and

WHEREAS the [insert either “City Council” or “County Board of Supervisors”] of [insert the name of the City or County] desires to submit a PIP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for eligible activities toward planning and implementation activities related to housing and community development as a result of meeting eligibility criteria including but not limited to Prohousing Designation; and

WHEREAS, the Department has issued Guidelines and Application on January 23, 2024 in the amount of \$9,483,402.17 for PIP;

Now, therefore, the [insert either “City Council” or “County Board of Supervisors”] of [insert the name of the city or county] (“Applicant”) resolves as follows:

SECTION 1. The [insert the authorized designee’s TITLE ONLY] is hereby authorized and directed to submit an Application to the Department in response to the NOFA, and to apply for the PIP grant funds in a total amount not to exceed \$_____;

SECTION 2. In connection with the PIP grant, if the Application is approved by the Department, the [insert the authorized designee’s TITLE ONLY] of the [insert the name of the City or County] is authorized and directed to enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of [\$ enter the dollar amount of the Applicant’s request], and any and all other documents required or deemed necessary or appropriate to evidence and secure the PIP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the Guidelines, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the Guidelines and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

ADOPTED ON [insert the date of adoption], by the [insert either “City Council” or “County Board of Supervisors”] of [insert the name of the City or County] by the following vote count:

AYES: NAYS: ABSENT: ABSTAIN:
ATTEST: APPROVED AS TO FORM:

[Signature of Attesting Officer]

APPROVED

[Signature of approval]

Attachment C: Definitions

Capitalized terms shall have the meanings set forth below:

- A. "Department" means the California Department of Housing and Community Development.
- B. "Designated Program Year" means the designated time period as indicated in the Notice of Funding Availability ("NOFA") issued by the Department for each funding round.
- C. "Eligible Applicant" means a city, county, or city and county that is in compliance with applicable housing laws as described in section 203 herein.
- D. "Extremely Low-Income Households" has the meaning set forth in Health and Safety Code Section 50106.
- E. "Low-Income Households" has the meaning set forth for lower-income households in Health and Safety Code Section 50079.5.
- F. "Preserved" means units Preserved at affordable housing costs to lower-income households by acquisition of the units or the purchase of affordability covenants and restrictions as described in paragraph (2) of subdivision (c) of Section 65583.1 of the Government Code, except that the city, county, or city and county may have committed assistance at any time during the projection period.
- G. "Program" means the Prohousing Incentive Program implemented by these Guidelines.
- H. "Prohousing Designation" means the Eligible Applicant has fulfilled the criteria codified at CCR Title 25 HCD Div. 1, Chapter 6, Subchapter 6.6, Sections 6600 through 6607, consecutive [prohousing-regulation-text.pdf \(ca.gov\)](#).
- I. "Prohousing Designation Score" means the number of points allocated to a jurisdiction as part of the Prohousing Designation Program for the purpose of determining whether the jurisdiction receives designation, per the regulations codified in the California Code of Regulations Title 25 Housing and Community Development, Division 1, Chapter 6, Subchapter 6.6, Sections 6600 through 6607, Consecutive Prohousing Designation Program.
- J. "Substantially Rehabilitated" means units at imminent risk of loss to the housing stock which are Substantially Rehabilitated and therefore represent a net increase in the community's affordable housing stock as described in paragraph (2) of subdivision (c) of Section 65583.1 of the Government Code, except that the city, county, or city and county may have committed assistance at any time during the projection period.
- K. "Very Low-Income Households" has the meaning set forth in Health and Safety Code Section 5015.

Prohousing Incentive Pilot (PIP) Program

2024 Application for Local Governments



**State of California
Governor, Gavin Newsom**

**Melinda Grant, Undersecretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

**Megan Kirkeby, Deputy Director
Division of Housing Policy Development**

Final Filing Date: March 15, 2024
2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-and-funding/programs-active/prohousing-incentive-program>

Email: ProhousingIncentive@hcd.ca.gov

Prohousing Incentive Pilot (PIP) Program Application Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized under the provisions pursuant to Health and Safety Code Section 50470(2)(C)(i). PIP is designed to encourage cities and counties to achieve Prohousing Designation. Please refer to the PIP Guidelines and 2024 Notice of Funding Availability (NOFA) for detailed information on eligible uses and awards. If you have questions regarding this application or the PIP Program, email prohousingincentive@hcd.ca.gov.

If approved for funding, the PIP application is incorporated as part of your Standard Agreement with the Department. To be considered for funding, all sections of this application, including attachments if required, must be complete and accurate.

Threshold Requirements

In order to be considered for funding, all applicants must submit a complete, signed application to prohousingincentive@hcd.ca.gov by March 15, 2024. Pursuant to Section 202 of the PIP Guidelines, all applicants must meet the following threshold requirements to be eligible for funding:

X	An adopted housing element in substantial compliance, as determined by the Department, pursuant to Housing Element Law (Article 10.6 of Gov. Code) in accordance with Government Code section 65585, subdivision (h).
X	Housing Element Annual Progress Report submittal pursuant to Government Code Section 65400 for the current or prior year, as applicable.
X	Prohousing Designation: An awarded or completed Prohousing Designation Application with an authorizing resolution must be submitted prior to or in conjunction with the Applicant's PIP Application. PIP Awards cannot be made until a Prohousing Designation is awarded.
X	A complete application as determined by the Department.
X	An authorizing resolution authorizing submittal of the application to the Program that materially comports with the Program's requirements and is legally sufficient as determined in the Department's reasonable discretion, including an authorized representative. See Attachment B of the PIP Guidelines for required resolution format.
X	Compliance with state and federal housing laws as determined by the sole discretion of HCD.

Demonstration of meeting threshold criteria shall be determined by the Department in its sole and absolute discretion. No documentation of meeting threshold requirements is required in the application unless requested by the Department.

Applicant Information

Applicant	City of Ukiah		
Applicant Agency Type	City		
Mailing Address	300 Seminary Ave		
City	Ukiah	Zip Code	95482
County	Mendocino		
Website	https://cityofukiah.com		
DUNS Number	74642893		
TIN	94-6000446		
Authorized Representative Name	Sage Sangiacomo		
Authorized Representative Title	City Manager		
Phone	707-463-6221	Fax	707-463-6204
Email	ssangiacomo@cityofukiah.com		
Contact Person Name	Jim Robbins		
Contact Person Title	Housing and Grants Manager		
Phone	707-463-6708	Fax	707-463-6204
Email	jrobbins@cityofukiah.com		

As the official designated by the governing body (authorized representative above and in resolution), I hereby certify that, if approved by HCD for funding through PIP, the applicant assumes the responsibilities specified in the NOFA and certifies that the information, statements, and other contents contained in this application are true and correct.

Signature		Date	2/23/2024
Name	Sage Sangiacomo	Title	City Manager

Eligible Uses	
Eligible Applicants must use award funds towards any planning or implementation activities related to housing and community development including, but not limited to, any eligible uses pursuant to Health and Safety Code section 50470(b)(2)(D), as described below. Please indicate which of the following the applicant will use award funds toward:	
X	(i) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low, very low, low-, and moderate-income households, including necessary operating subsidies.
X	(ii) Affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120 percent of area median income, or 150 percent of area median income in high-cost areas.
	(iii) Matching portions of funds placed into local or regional housing trust funds.
	(iv) Matching portions of funds available through the Low and Moderate Income Housing Asset Fund pursuant to subdivision (d) of Section 34176 of the Health and Safety Code.
	(v) Capitalized reserves for services connected to the creation of new permanent supportive housing, including, but not limited to, developments funded through the Veterans Housing and Homelessness Prevention Bond Act of 2014.
	(vi) Assisting persons who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
	(vii) Accessibility modifications.
	(viii) Efforts to acquire and rehabilitate foreclosed or vacant homes.
X	(ix) Homeownership opportunities, including, but not limited to, downpayment assistance.
	(x) Fiscal incentives or matching funds to local agencies that approve new housing for extremely low, very low, low-, and moderate-income households.

Summary of Proposed Activities							
Objective	Responsible Party	Est. Cost	Begin	End	Eligible Use Category	Statement of Work Plan	Notes
<i>Multifamily Housing</i>	City of Ukiah	\$530,000	Jan-25	Jun-28	i or ii	Acquisition of infill parcel(s) for Affordable Housing	incl: pre-development, development, acquisition, rehab., and/or preservation, incl. nec. op. subsid.
<i>Subtask 1</i>	City of Ukiah	\$1,000	25-Jan	5/30/2025	i or ii	Research and prep to initiate search for parcels	City of Ukiah staff time
<i>Subtask 2</i>	City of Ukiah	\$2,000	5/1/2025	8/31/2025	i or ii	List of appropriate parcels	City of Ukiah staff time
Subtask 3	City of Ukiah	\$7,500	9/1/2025	11/30/2025	i or ii	"Comparables" report of eligible parcels	
Subtask 4	City of Ukiah	\$2,500	12/1/2025	3/31/2026	i or ii	One or more willing seller letters for purchase of parcel or parcels	
Subtask 5	City of Ukiah	\$10,000	4/1/2026	9/30/2026	i or ii	Phase I environmental site assessment	
Subtask 6	City of Ukiah	\$3,000	10/1/2026	6/30/2027	i or ii	Documentation of escrow process or escrow agreement	
Subtask 7	City of Ukiah	\$500,000	3/1/2027	30-Jun	i or ii	Conformed copy of recorded title document	
Subtask 8	City of Ukiah	\$2,000	7/1/2027	10/31/2027	i or ii	Release of NOFA and/or RFP for ENA to select housing development partner(s)	TBD: Draft of NOFA or RFP
Subtask 9	City of Ukiah	\$2,000	11/1/2027	6/30/2028	i or ii	Loan agreement(s) with selected developer(s) of low/mod income or workforce housing	TBD: Draft of Loan agreement with selected developer(s)
Notes					i or ii	Any funds not expended for Subtasks 1, 2, 3, 4, 5, 6, 8, or 9 will be allocated to Subtask 7.	Housing projects developed with PIP funds will include an affordability period of at least 55 years.

Award Amount

Click the dropdown menu to choose a jurisdiction. The geographic category and base award will auto-populate. If the jurisdiction has obtained Prohousing Designation at the time of PIP application submittal, enter in the Prohousing Designation applicant score. Population projections are based on the Department of Finance E-1 Jan 1, 2023 estimates.
<https://dof.ca.gov/Forecasting/Demographics/estimates-e1/>

Jurisdiction Name	Ukiah	Eligible Base Award	\$	150,000
Geographic Category	North State and Sierra Nevada	Bonus Award Amount:	\$	380,000
Prohousing Designation Application Score	38	Total Award	\$	530,000

RESOLUTION NO. 2024-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING APPLICATION FOR, AND RECEIPT OF, PROHOUSING INCENTIVE PILOT PROGRAM FUNDS**

WHEREAS, pursuant to Health and Safety Code 50470 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue Guidelines as part of an incentive program (hereinafter referred to by the Department as the Prohousing Incentive Pilot Program or “PIP”); and

WHEREAS, the City Council of the City of Ukiah desires to submit a PIP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for eligible activities toward planning and implementation activities related to housing and community development as a result of meeting eligibility criteria including but not limited to Prohousing Designation; and

WHEREAS, the Department has issued Guidelines and Application on January 23, 2024 in the amount of \$9,483,402.17 for PIP;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UKIAH AS FOLLOWS:

1. The City Manager is hereby authorized and directed to submit an Application to the Department in response to the NOFA, and to apply for the PIP grant funds in a total amount not to exceed \$530,000;
2. In connection with the PIP grant, if the Application is approved by the Department, the City Manager of the City of Ukiah is authorized and directed to enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$530,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PIP grant, the Applicant’s obligations related thereto, and all amendments thereto; and
3. The Applicant shall be subject to the terms and conditions as specified in the Guidelines, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the Guidelines and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah on this 21st day of February, 2024, by the following roll call vote count:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, City Clerk

2017 CITY OF UKIAH HOUSING STRATEGY



CITY OF UKIAH HOUSING STRATEGY OVERVIEW

The City of Ukiah will develop programs and tools designed to stimulate the Ukiah housing market. Through a two-part strategy, the City will deploy new funding, analyze zoning policy for regulatory relief, and continue the utilization of successful incentives to encourage additional housing production for affordable (“low- and moderate-income”) and middle-income households. Key components of this strategy are presented below.

1. Affordable Housing Strategy

Ukiah’s affordable housing strategy is targeted at households with incomes of no more than 80% of Area Median Income. Central to this strategy is the creation of a housing trust and revolving loan fund- the Ukiah Housing Trust Fund.



Picture of Sun House Senior Apartments – PEP Housing, October 2017

A. Ukiah Housing Trust Fund (UHTF)

The UHTF will serve as the umbrella for all affordable housing activities, including new and existing housing grants and programs. This provides a centralized and recognizable resource for participating households and affordable housing developers.

Principal funding for the UHTF and its corresponding revolving loan fund is derived from former Redevelopment Agency housing bond proceeds. A majority of this funding is expected to be awarded to affordable housing developers in the form of below market interest rate loans and grants towards the production of housing units. Federal and state programs operated through the UHTF will largely focus on individual households.

B. Activities Funded by the UHTF

Activities funded are expected to include, but may not be limited to, the following:

1. Creation of new affordable units;

2. Purchase of vacant and underutilized land (land assembly) for the purpose of facilitating future affordable housing production
3. Assistance with multi-family housing rehabilitation projects;
4. Conversion of market rate units to affordable housing units;
5. Preservation of existing affordable housing;
6. Construction of accessory dwelling units;
7. First time homebuyer loans;
8. Single-family housing rehabilitation loans; and
9. Predevelopment assistance to non-profit and for-profit developers with project feasibility and preliminary design studies for potential affordable housing projects.

C. UHTF Guidelines and Deployment Allocations

Prior to the launching of the new Housing Trust Fund, Staff will develop UHTF guidelines for City Council review and approval. Included will be recommended deployment allocations for each of the major activities of the UHTF.

D. Marketing and Engagement

Housing Division Staff will design a marketing and engagement approach aligned with existing *Visit Ukiah* and other City of Ukiah marketing strategies. The approach is expected to include the development of marketing materials like informational flyers and handouts and the creation of a new Housing Division webpage. It is anticipated that existing Community Development and Planning Department webpages will be updated during the drafting of the new Housing Division webpage so that Department programs and resources are more synergized.

Included in the marketing and engagement strategy will be a highlight of existing incentives and tools such as the Fee Deferral Program, Title 24 Rebate Program and other energy rebates available to developers.

2. Middle-Income Housing Strategy

Ukiah's Middle-Income Strategy seeks to remove impediments to housing development through regulatory relief and innovative zoning practices.

A. Regulatory Relief Analysis

Staff will investigate zoning ordinances and Ukiah City Code for possible relief and present a report with recommendations to Council. Specific areas of analysis will include the following:

- By-right residential uses in other zoning districts
- Reduction of parking and setback requirements
- Development of an offsite mitigation bank for Low Impact Development (LID)

B. Community Benefit Zoning

This is perhaps the most experimental approach in the City's Housing Strategy. Staff will research possible regulations and policies to establish incentive-based zoning towards encouraging additional housing opportunities affordable to middle income households. A report of findings, with recommendations, will be presented to the Planning Commission for input prior to being presented to City Council. Included will be a short feasibility analysis into utilization of a Neighborhood Pilot Program and Middle Income Citizen Advisory Board.



AGENDA SUMMARY REPORT

SUBJECT: Consideration of an Amendment to Contract for Medical Control Oversight with Dr. Brandon Begley, Increasing the Annual Compensation to \$52,000.00 for the Third Year of the Contract.

DEPARTMENT: Fire

PREPARED BY: Doug Hutchison, Fire Chief

PRESENTER: Doug Hutchison - Fire Chief

ATTACHMENTS:

1. ASR - Item 7e 3-17-21
2. Contract 2021-181
3. Amendment 1 - Draft

Summary: Council will consider Amendment No. 1 to City of Ukiah Contract No. 2021-181, a Professional Services Agreement for Medical Direction Oversight with Dr. Brandon Begley in the amount of \$52,000.00 for the third year of the contract and initiate termination of the existing contract at the end of the third year.

Background: All agencies in California that provide Advanced Life Support (ALS) services are required to have a Medical Director for oversight of the program under Title 22 regulations. In 2021, the Ukiah Valley Fire Authority (UVFA) contracted with Dr. Brandon Begley for these services as approved by Council (Attachment #1). The resulting contract is provided for as Attachment 2; services began on June 1, 2021.

Discussion: In 2023, the Ukiah Valley Fire Authority implemented a new Continuous Quality Improvement (CQI) program, which provides for the objective review of 100% of all Patient Care Reports (PCRs) submitted by our team members. Previously, these reviews were performed by select on-duty team members as part of their assigned duties. However, due to increasing call volumes and task saturation from additional assigned duties, it became unmanageable to review all the PCRs in-house, so Staff sought outside assistance.

Dr. Begley was already under contract with UVFD, primarily supplying the department authorization to purchase required controlled substances a few times per year and had very limited, on-call oversight of the (then) limited CQI program. Under the more comprehensive 2023 program, Dr. Begley, as our Medical Director, is now directly involved in the PCR reviews, which he had not been in the past. Dr. Begley receives weekly reports from the CQI team of reports requiring his review and determination. Additionally, he engages directly with our paramedics individually if any issues are identified through the process. This has led to a significant increase in the time commitment on his part in support of our Paramedic program and quality improvement efforts, as the Ukiah Valley fire Authority wrote over 3,000 PCRs in 2023. While not all of those required Dr. Begley's review, a large portion did, particularly in the beginning, as the new system was being rolled out.

Additionally, part of Dr. Begley's original compensation amount was to cover the extra costs of insurance required for this specific service; those costs have risen as well, from \$4,000 to \$6,000. Thus, Amendment #1 (Attachment #3) increases the total compensation for his services for the third year (June 2023 - Jun 2024) of the contract from \$10,000 to \$52,000.00 to compensate for the increased scope of services and insurance costs.

Given the expanded scope and continued need for services now required, Staff recommends initiating the

termination of the existing (2021) contract with Dr. Begley at the end of May 2024 and preparing a new procurement with a current scope of work for ongoing services, with the expectation of uninterrupted service delivery.

Recommended Action: Approve amendment to contract for Medical Control Oversight with Dr. Brandon Begley, increasing the annual compensation to \$52,000.00 for the third year of the contract.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 10521210.52112: \$41,600; 71021100.52112: \$10,400

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2021181

COORDINATED WITH:

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved:


Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Consideration and Possible Action to Enter into a Professional Services Agreement with Dr. Brandon Begley, MD, to Provide Medical Direction Oversight to the Ukiah Valley Fire Authority (UVFA) for Paramedic Services.

DEPARTMENT: Fire **PREPARED BY:** Doug Hutchison, Fire Chief

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Medical Director SOW and Functionsv_1

Summary: Council will consider approval of a contract with Dr. Brandon Begley, MD to provide Medical Direction oversight.

Background: Every agency providing Advanced Life Support (ALS) in California is required by Title 22 regulations to have a Medical Director to provide oversight to ALS providing agencies. By these provisions the agency's paramedics work under the Doctor's medical license.

Discussion: The Ukiah Valley Fire Authority (UVFA) provides ALS care daily with ambulance service and ALS capabilities on staffed fire engines. Current Medical Director services are limited to signatures for required pharmaceutical purchases, including controlled substances. The proposed agreement will provide the Fire Authority with Medical Director services that will expand existing services to include continuing education, provide oversight and quality assurance of our paramedics, and assist with protocol development and implementation.

Dr. Begley was chosen for his extensive experience in emergency medicine. Dr. Begley started his medical career as a Paramedic and thus is acutely aware of the job and what it entails. Dr. Begley is a practicing Emergency Department physician, and also serves as the medical director for Med Star ambulance. As such, Dr. Begley will be able to provide the service that we need to continuously increase the effectiveness of our Paramedic program, as well as the quality of care that we provide.

Attachment 1 shows a Scope of Work and Essential Functions of the Medical Director for the UVFA.

Recommended Action: Approve a three-year Professional Services Agreement with Brandon Begley, MD, to provide Medical Direction oversight, at an amount not to exceed \$10,000.00 per year.

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: 10021210.52112: \$5,000.00; 71021000.52112: \$3,000

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

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 1st day of May 2021 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Dr. Brandon Begley, a sole proprietor [sole proprietorship, corporation, partnership, limited partnership, limited liability company, etc.] organized and in good standing under the laws of the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to Advanced Life Support Medical Direction.
- 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 beginning upon 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 \$10,000.00 per year. 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 the 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 to support 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 the 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 01 May 2021 to 01 May 2024.

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. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. 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, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

Consultant shall include all subcontractors 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 in the performance of services under this contract by Consultant, 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 **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 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.

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:

UKIAH VALLEY FIRE AUTHORITY
1500 SOUTH STATE STREET
UKIAH, CALIFORNIA 95482-6709

DR. BRANDON BEGLEY
3370 DEERWOOD DRIVE
UKIAH, CA 95482

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

CONSULTANT

BY: 

June, 28, 2021

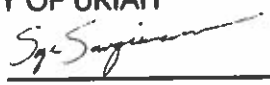
Date

PRINT NAME: Brandon Begley

547-89-4605

IRS IDN Number

CITY OF UKIAH

BY: 

Jun 18, 2021

Date

CITY MANAGER

ATTEST

Kristine Lawler

Kristine Lawler (Jun 18, 2021 13:03 PDT)

CITY CLERK

Jun 18, 2021

Date

Scope of Work and Essential Functions of Medical Director for the UVFA

The Medical Director is responsible for all aspects of patient care provided by the paramedics and EMTs of the Ukiah Valley Fire Authority. This responsibility is summed up in the American Board of Medical Specialties (ABEM) Core Content of Emergency Medicine goals: "to improve patient safety and enhance the quality of emergency medical care provided to patients in the pre hospital environment, and to facilitate the integration of pre hospital patient treatment into the continuum of patient care."

In consultation with the EMS Battalion Chief and the EMS Coordinator, will provide medical oversight and expertise to EMS Operations, including providing medical direction and information to operations personnel.

Provides medical oversight and expertise to continuous quality improvement (CQI) programs by reviewing and analyzing EMS effectiveness, system trends, and needs in the effort to ensure EMS system excellence; develops and assists in the formulation of policies and procedures; and participates in call reviews with firefighter/paramedics, and firefighter/EMTs; and assists in problem solving in field clinical decision making.

Collaborates with Educators in the development of training curricula based on medical research, new technology, regulatory changes and CQI findings. Provides direct EMS classroom and skills instruction and indirect education and briefings. Assists in the development of classes with EMS, medical, and health components.

Responsible for approving, monitoring, and ensuring regulatory compliance in any research activities and field trial studies.

Serves as a liaison with medical directors and administrators of the Coastal Valleys EMS Agency, Base Hospitals, regional trauma centers, emergency receiving hospitals, specialty receiving hospitals, paramedic training institutions, and professional medical groups; attends as needed EMS administrative and oversight committee meetings.

Assists EMS Coordinator/Designated Officer with decisions involving risk assessment, post exposure prophylaxis and treatment of occupational infectious disease exposures.

Acts as the physician of record for ordering of medical equipment and supplies. Works with the EMS Coordinator on the evaluation and selection of medical equipment. Responsible for controlled medication ordering, security, and disposal as per regulations.

Performs other duties of similar nature.

Fees to be paid: \$500.00 per month for services, plus \$4000.00 per year for required insurance.



City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Consideration and Possible Action to Enter into a Professional Services Agreement with Dr. Brandon Begley, MD, to Provide Medical Direction Oversight to the Ukiah Valley Fire Authority (UVFA) for Paramedic Services.

DEPARTMENT: Fire **PREPARED BY:** Doug Hutchison, Fire Chief

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Medical Director SOW and Functionsv_1

Summary: Council will consider approval of a contract with Dr. Brandon Begley, MD to provide Medical Direction oversight.

Background: Every agency providing Advanced Life Support (ALS) in California is required by Title 22 regulations to have a Medical Director to provide oversight to ALS providing agencies. By these provisions the agency's paramedics work under the Doctor's medical license.

Discussion: The Ukiah Valley Fire Authority (UVFA) provides ALS care daily with ambulance service and ALS capabilities on staffed fire engines. Current Medical Director services are limited to signatures for required pharmaceutical purchases, including controlled substances. The proposed agreement will provide the Fire Authority with Medical Director services that will expand existing services to include continuing education, provide oversight and quality assurance of our paramedics, and assist with protocol development and implementation.

Dr. Begley was chosen for his extensive experience in emergency medicine. Dr. Begley started his medical career as a Paramedic and thus is acutely aware of the job and what it entails. Dr. Begley is a practicing Emergency Department physician, and also serves as the medical director for Med Star ambulance. As such, Dr. Begley will be able to provide the service that we need to continuously increase the effectiveness of our Paramedic program, as well as the quality of care that we provide.

Attachment 1 shows a Scope of Work and Essential Functions of the Medical Director for the UVFA.

Recommended Action: Approve a three-year Professional Services Agreement with Brandon Begley, MD, to provide Medical Direction oversight, at an amount not to exceed \$10,000.00 per year.

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: 10021210.52112: \$5,000.00; 71021000.52112: \$3,000

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

COU 2021-181-A1

CITY OF UKIAH

AMENDMENT NO. 1

TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

DR. BRANDON BEGLEY and THE CITY OF UKIAH

This Amendment No. 1, entered on _____, 2024 revises the Agreement for Professional services dated May 1, 2021 between the City of Ukiah and Dr. Brandon Begley for consulting services relating to Advanced Life Support Medical Direction.

This Amendment No. 1 adds an additional \$42,000 for year three of the agreement. This revises the total, not-to-exceed amount for all three years combined to \$72,000.

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

CONSULTANT

BY: _____

DATE: _____

PRINT NAME: _____

CITY OF UKIAH

BY: _____

DATE: _____

SAGE SANGIACOMO, CITY MANAGER

ATTEST

BY: _____

DATE: _____

KRISTINE LAWLER, CITY CLERK



AGENDA SUMMARY REPORT

SUBJECT: Authorize City Manager or Designee to Accept Chapter 11 Bankruptcy Plan for Claims Related to Opioid Settlement Funds Allocated to the City of Ukiah.

DEPARTMENT: City Attorney

PREPARED BY: Darcy Vaughn, Assistant City Attorney

PRESENTER: Darcy Vaughn, Assistant City Attorney

ATTACHMENTS:

1. Official Committee of Opioid Claimants Letter

Summary: The City Council is asked to authorize the City Manager or his designee to accept Chapter 11 Bankruptcy Plan as holder of Local Government Opioid Claim against Endo International, a defendant in the National Opioid Settlement.

Background: Pharmaceutical company Endo International Plc ("Endo") is one of the defendants in the complex national opioid litigation. Endo has been accused of fueling the opioid crisis through illegal promotion of painkiller, Opana ER. Endo filed for bankruptcy in August 2022, seeking to address its \$8 billion debt load and to settle thousands of lawsuits over allegations of its role in the opioid epidemic. As part of its bankruptcy, Endo has committed to pay \$465 million to U.S. states, \$119.7 million to people affected by opioid addiction, and \$11.5 million to a trust for future opioid claimants. The case is titled *In re Endo International*, U.S. Bankruptcy Court for the Southern District of New York, No. 22-22549. The docket for the Chapter 11 bankruptcy case, as well as all case documents, can be found at <https://restructuring.ra.kroll.com/Endo/>

The City of Ukiah is considered a holder of Local Government Opioid Claims and is eligible to receive distributions from the State of California in accordance with the State's opioid abatement programs. At this time, Staff has not been able to locate information about 1) the amount of California's share of the \$465 million to be paid to the states (aka the "Public Opioid Consideration") as part of the Chapter 11 Bankruptcy Plan or 2) the percentage of California's distribution of the Public Opioid Consideration that will be allocated to the City as a Local Government Opioid Claim holder. That information will be provided to Council when available.

While Council has already authorized the City Manager to execute ongoing participation documents related to the National Opioid Settlements, as the Endo settlement involves a slightly different issue, i.e. acceptance of Endo's Chapter 11 Bankruptcy plan, Staff asks that Council confirm that the City Manager is authorized to accept the Chapter 11 Bankruptcy Plan for distribution of settlement funds to claimants in this matter.

Discussion: The opioid crisis has had a significant and devastating impact on the Ukiah community. Given the limited amount of funding allocated to the City and the urgency of addressing the opioid crisis, Staff recommends that the City Council authorize the City Manager or his designer to accept the Chapter 11 Bankruptcy Plan for distribution of settlement funds to claimants in this matter.

As a holder of a Local Government Opioid Claim, the City is part of a voting class in the Endo Chapter 11 Bankruptcy. The City has been asked to vote on whether to accept the proposed Chapter 11 Bankruptcy plan in this matter. Included as Attachment 1 to this report is a letter from the Official Committee of Opioid Claimants (the "OCC") appointed in the bankruptcy case. The OCC recommends that all holders of claims against Endo vote to accept the plan. While the OCC's letter is more concerned with private citizen claims

against Endo, as opposed to the public opioid claimant group, one rationale for OCC's recommendation is entirely applicable to government claimants: "the certainty of cash in the near term was more important than the more speculative possibility of value from non-cash and contingent assets, such as the rights to seek recovery from the Debtors' insurance assets or prosecute causes of action against third parties."

As noted above, the City, as a holder of a Local Government Opioid Claim, shall be eligible to receive distributions from California's share of the \$460,048,000 Public Opioid Consideration. On the effective date of the Chapter 11 plan, this amount will be distributed to the Public Opioid Trust to be established for administration and payment of all State Opioid Claims. Note that the Chapter 11 plan indicates that the Trust will be formed, and distributions from the Public Opioid Consideration will be made, in accordance with the "Public Opioid Distribution Documents." However, such Documents, which will consist of a "Transaction Support Agreement" and a "Public Opioid Trust Agreement" will not be drafted until after the Chapter 11 plan goes into effect.

Despite the fact that the amount of funds the City may recover as a holder of a Local Government Opioid Claim pursuant to the Chapter 11 plan is unknown at this time, the fact that the State of California has not entered into a separate settlement agreement with Endo means that the City's recovery as local government entity within California will be limited to a percentage of the Public Opioid Consideration. Given the certainty of a cash payment to satisfy the City's claims versus an uncertain recovery through protracted litigation, staff concurs in the OCC's recommendation that the City accept the proposed Chapter 11 Bankruptcy Plan for its claims against Endo. The City's eventual allocation of the Public Opioid Consideration will be used in the same manner as the Settlement Funds the City has received and will receive as part of the National Opioid Settlement, i.e., specific purposes related to opioid remediation, including but not limited to substance abuse disorder facilities, SUD treatment infrastructure, support for communities of color and vulnerable populations, diversion programs from the justice system, and interventions to prevent drug addiction among vulnerable youth.

At the Regular City Council meeting of October 4, 2023 (Item 13c), the City Council directed that the City allocate, "the entire amount of the settlement funds, without deduction for administration costs, toward the development and enhancement of substance abuse treatment facilities within the city limits. The City's General Fund will fund the cost of all administrative and internal services related to the use of settlement funds. This approach aligns directly with the intent of the Allocation Agreements and will have a more sustainable, immediate and direct impact on addressing the opioid crisis in our community. Allocating the settlement funds exclusively to substance abuse treatment infrastructure aligns with the overarching goal of addressing the opioid epidemic and supporting those most affected. By not deducting administration costs, the City can maximize the impact of these funds and ensure that they are directed toward the front lines of the opioid crisis." Any funds received through Endo's Chapter 11 Bankruptcy Plan would also be managed in this manner.

Recommended Action: Authorize the City Manager or designee to accept Chapter 11 Bankruptcy Plan as holder of Local Government Opioid Claim against Endo International, a defendant in the National Opioid Settlement.

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: City Manager

DIVERSITY-EQUITY INITIATIVES (DEI):N/A

CLIMATE INITIATIVES (CI):N/A

GENERAL PLAN ELEMENTS (GP):N/A

Approved: 
Sage Sangiacomo, City Manager

In re Endo International Plc, Case No. 22-22549 (JLG)

The OCC's Letter to Opioid Claimants in Support of the Plan

To all holders of Opioid Claims against Endo International Plc and its subsidiaries and affiliates (collectively, the “Debtors” or “Endo”):

We write this letter as counsel to, and on behalf of the Official Committee of Opioid Claimants (the “OCC”) appointed in the Debtors’ bankruptcy cases (the “Chapter 11 Cases”) to share the OCC’s views on the *Joint Chapter 11 Plan of Reorganization of Endo International Plc and its Affiliates Debtors* (the “Plan”)¹ and the resolution for private² Opioid Claimants that is part of the Plan (the “OCC Resolution”).

In summary, the OCC recommends that you (a) vote to accept the Plan and (b) grant the third party release by checking the box on your ballot (if you are a PI, NAS, or IERP claimant) or by not opting out of the release on your ballot (if you are any other type of opioid claimant, such as a Hospital or Third Party Payor).

Your Ballot must be received by February 22, 2024 at 4:00 p.m. (ET) to be counted.

This letter is divided into the following sections:

1. The OCC and its Members
2. The Reasons that the OCC Supports the Plan
3. A Summary of the Chapter 11 Cases
4. The OCC Settlement/the Plan
5. Important Information About Voting and Granting the Releases

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan. This summary is for informational purposes only and is subject in all respects to the Plan. In the event of a conflict between this summary and the Plan, the Plan controls.

² The OCC Resolution included in the Plan, and as discussed in this letter, provides recoveries to present private opioid claimants (PI’s, NAS Claimants, Hospitals, Third Party Payors, and Independent Emergency Room Physicians). The Plan provides for separate recoveries for various Public Opioid Claimants: (1) More than 40 states (the majority of which negotiated a resolution with Endo prior to the Petition Date) will receive \$273 million on the Effective Date (which will increase to \$460 million if paid over 8 years); (2) Tribes will receive up to \$15 million paid over 8 years (subject to potential prepayment at a discount); (3) certain Canadian governmental entities will receive up to \$7.25 million paid over a number of years (subject to potential prepayment at a discount); and (4) Public Schools will receive up to \$3 million paid over a number of years (subject to a potential prepayment at a discount). Local governments in the United States will receive the right to participate in their applicable State distribution, subject to the determination of each State. Although the OCC did not directly negotiate any of these resolutions, the OCC facilitated many of them and supports all of them. The OCC would also note that Endo paid approximately \$240 million in settlement payments prior to chapter 11 to various States, political subdivisions, and one NAS claimant. Therefore, the sum total of Endo’s payment for its opioid liability, on an NPV basis, is more than \$600 million, and on a nominal basis, is close to \$800 million. The OCC recommends that each State, Public School, Tribe, and Canadian Governmental entity that is subject to these various settlements vote in favor of the Plan and, to the extent applicable, grants the releases.

1. The OCC And Its Members

The OCC is the official independent fiduciary for the interests of *all* Opioid Claimants. Each member of the OCC was appointed by the Office of the United States Trustee (the “UST”)³ to serve on the OCC.

The OCC consists of the following *unpaid* and *volunteer* members:⁴

1. **Robert Asbury**, who serves as a Guardian *Ad Litem* representing two children afflicted with Neonatal Abstinence Syndrome (“NAS”) who are plaintiffs in a Tennessee lawsuit seeking damages under Tennessee’s Drug Dealer Liability Act from certain of the Debtors.
2. **Sabrina Barry**, who is a mother and caregiver of two children exposed to opioids in utero. In 2011, Ms. Barry suffered a car accident. When she was admitted to the hospital for treatment for her injuries, she learned she was pregnant. Without receiving information from her doctors regarding the risks, Ms. Barry was prescribed opioids, including Percocet, throughout her entire pregnancy and for a year and a half after she gave birth.
3. **Blue Cross and Blue Shield Association**, a national association of 34 independent, community-based Blue Cross and Blue Shield companies (the “BCBS Companies”). The BCBS Companies provide healthcare coverage to one-third of all Americans, including approximately 5.5 million federal employees and annuitants who are members of a health plan established under the Federal Employee Health Benefits Act that BCBSA administers.⁵
4. **Erie County Medical Center Corporation**, one of Western New York’s leading hospitals, serving Western New York and its surrounding areas. ECMCC specializes in trauma care, transplantation and kidney care, oncology and behavioral health, including the care and treatment of those afflicted with opioid addiction. ECMCC has been at the forefront of addressing the opioid crisis in Western New York, and has borne the brunt of uncompensated and undercompensated care for harm inflicted by the Debtors. Not only is ECMCC a leader in the treatment and care of those afflicted with opioid addiction, but it also is at the cutting-edge of researching, strategizing and developing new protocols and remedies to fight the opioid crisis to ease the burdens of those affected most.

³ The UST is an agency within the United States Department of Justice (the “DOJ”) tasked, among other things, with determining whether to appoint a committee (or multiple committees) of unsecured creditors to represent the interests of unsecured creditors in chapter 11 cases.

⁴ For more information about the members of the OCC, we refer you to the *Verified Statement of the Official Committee of Opioid Claimants of Endo International plc, et al., Pursuant to Bankruptcy Rule 2019*, dated September 27, 2022 [ECF No. 299], a copy of which can be accessed on the Debtors’ case website at: <https://restructuring.ra.kroll.com/endo/Home-DownloadPDF?id1=MTM0NzI1OA==&id2=-1>.

⁵ BCBSA’s claims arise from payments of excessive amounts for prescription medications used by members of private Medicare Part C and Medicaid plans, Federal Employee Health Benefits Act plans and coverage and administrative services for fully insured and self-funded employer health plans under ERISA. BCBSA’s claims also arise from the downstream effects of these opioid prescriptions, including paying for the treatment—emergency treatment and protracted rehabilitation—of current and former members who have suffered the effects of improper opioid prescriptions.

5. ***Sean Higginbotham***, is the husband of Lisa, whom he met in Texas. Sean and Lisa moved to rural Oklahoma to raise their family. However, a hit-and-run accident left Lisa with severe back problems and intense chronic pain. A number of surgeries and years of use of prescription opioids—including opioids manufactured by certain of the Debtors—did little to solve these issues. By 2012, Lisa had a noticeable change in her personality, having become increasingly reserved and refusing to leave her home. Lisa’s opioid dependence symptoms worsened until her children found her deceased due to an opioid overdose in 2018.
6. ***Alan MacDonald*** was prescribed opioids—including oxycodone manufactured by certain of the Debtors—to treat his pain after suffering an injury. Soon thereafter, his growing dependence on opioids affected his life and his family. Mr. MacDonald lost his job, suffered a divorce from his wife and lost custody of his two daughters. He subsequently pursued rehabilitation seeking the help he needed; however, he needed more time than he had to recover from his dependence on opioids. After struggling with recovery for many years, Mr. MacDonald now attends and hosts AA meetings to help others who have also suffered from opioid addiction.
7. ***Michael Masiowski, M.D.***, is an independent emergency room physician who has provided emergency opioid treatment services to patients who were uninsured, indigent or otherwise eligible for services through programs such as Medicaid. Dr. Masiowski is the putative class representative for a class of emergency room physicians who have been forced to provide an inordinate amount of emergency room services related to the “opioid epidemic,” either for no compensation or for compensation substantially below market rates.

In addition to these voting members, Rochester City School District serves as an *ex officio* member of the OCC on behalf of certain public school districts.

On September 8, 2022, the OCC selected Cooley LLP to serve as lead and general bankruptcy counsel and Akin Gump Strauss Hauer & Feld LLP (“Akin”) to serve as special counsel. The OCC selected Province, Inc. (“Province”) to serve as its financial advisor and Jefferies LLC (“Jefferies”) to serve as its investment banker on September 9, 2022. Akin, Province and Jefferies also served as the main legal and financial advisors to the opioid claimants’ committees or official committees of unsecured creditors in the bankruptcy cases of *Purdue* and *Mallinckrodt*, and Akin and Province also served as the main legal and financial advisors to the official committee of unsecured creditors in the bankruptcy case of *Insys Therapeutics*.

2. The Reasons that the OCC Supports the OCC Settlement in the Plan

The opioid epidemic is the single worst man-made public health crisis of our time. Countless lives have been devastated by the opioid crisis, and the number continues to grow. The OCC is sensitive to and focused on the harm suffered by every Opioid Claimant and its sole mandate in the Chapter 11 Cases has been to advocate for Opioid Claimants and to do whatever is possible to further the

efforts of obtaining compensation for victims and abating the opioid crisis resulting from the harm that these particular Debtors have allegedly caused.⁶

The OCC acknowledges that the OCC Resolution included in the Plan (as well as the other settlements that public opioid claimants have reached) is not perfect and that the amount of money being provided to Opioid Claimants by Endo to resolve the OCC's objections and issues in the Chapter 11 Cases (as well as to resolve the issues raised by various public opioid claimants) will never provide enough value to make up for the harm allegedly caused by the Debtors—indeed, that no amount of money would ever remedy such harm. The OCC has had to balance this understanding against the need for Opioid Claimants to receive material cash in a meaningful timeframe. This was particularly challenging in these Chapter 11 Cases given the relatively small size of the Debtors' business, particularly as compared to *Purdue* (and even *Mallinckrodt*), and the significant amount of secured financial debt that the Company had (billions of dollars).

After significant work, the OCC concluded that the OCC Resolution embodied in the Plan—*i.e.*, the payment of \$119.7 million over two years to Private Opioid Claimants (or \$89.7 million if paid entirely on the Effective Date of the Plan)—was the best way now available to meet the OCC's goals and to ensure that funds reach Opioid Claimants as quickly as possible. The OCC Resolution, along with resolutions reached with public Opioid Claimants both during and before the chapter 11 case, will provide for more than \$600 million (net present value)⁷ in funding for critical abatement efforts and victim compensation.

One of the factors that led the OCC to this conclusion is the substantial delay in payments to Opioid Claimants that has occurred in other opioid chapter 11 cases. In *Mallinckrodt*, for example, the settlement for opioid claimants in Mallinckrodt's first bankruptcy filing provided for an eight-year payment stream. However, as a result of Mallinckrodt's second bankruptcy filing, only a portion of those payments were ever made, and the remaining payments were heavily discounted, cutting off hundreds of millions of dollars that would have gone to opioid abatement and victim compensation. In *Purdue*, as a result of ongoing appeals brought by the DOJ and the UST, opioid claimants other than the DOJ have not received any money from Purdue or the Sackler family since Purdue filed for bankruptcy in September 2019, despite approval of the Purdue plan of reorganization by the bankruptcy court in the fall of 2021. In light of these cases, the OCC negotiated for a resolution that requires that all payments be made within two years of the Effective Date of the Plan. Private Opioid Claimants who filed proofs of claim, elect or are deemed to give the third party releases⁸ and who meet the other relevant criteria for their specific sub-trust can

⁶ The OCC also considers its mandate in these opioid cases to include doing what it can to protect public health and safety from the results of Endo's opioid practices. To that end, the OCC was instrumental in negotiating for the appointment of a monitor to oversee Endo's compliance with the voluntary business injunction it negotiated with the States to ensure that its business practices concerning opioids comply with such injunction. The OCC was also pleased that the States negotiated for the funding of a document repository to include tens of thousands of Endo documents to help educate the public about Endo's role in the opioid crisis.

⁷ As noted earlier, Endo paid approximately \$242 million in settlement payments to public opioid claimants and one NAS claimant prior to chapter 11. If Endo pays the amounts due under the Plan entirely on the Effective Date—which is likely—the net present value of those payments to Opioid Claimants is approximately \$370 million.

⁸ The third-party releases are discussed in more detail below.

expect to receive payment on their claim as soon after the Effective Date as the trustees for their trusts are able to do so.

Another factor that led the OCC to support this Plan is the desire to distribute money to Private Opioid Claimants without harming the settlement reached by the State Attorneys General on their public side opioid claims. Private Opioid Claimants are not parties to the approximately **\$50 billion** in settlements negotiated outside of bankruptcy by certain public opioid claimants (including the Federal government, states, political subdivisions and Native American Tribes) with other opioid defendants (*i.e.*, companies not in bankruptcy such as Teva, McKesson and CVS). As a result, private Opioid Claimants have received almost none of the cash distributed to date in connection with those settlements and will receive none in the future. Indeed, to date, private opioid claimants have received only limited distributions in connection with just two bankruptcy cases: *Insys* and *Mallinckrodt*. The Endo Plan, conversely, will deliver \$119 million to private opioid claimants in two years (or, if prepaid, approximately \$90 million on the Effective Date).

A third important factor is the OCC's determination that the certainty of cash in the near term was more important than the more speculative possibility of value from non-cash and contingent assets, such as the rights to seek recovery from the Debtors' insurance assets or prosecute causes of action against third parties. This determination was based in part on the immediate need faced by Opioid Claimants, but also—and more importantly—on the OCC's work to evaluate these contingent assets and the problems that could be encountered in trying to recover from them. The OCC's advisors conducted extensive diligence regarding the Debtors' insurance assets, including the Debtors' access to products liability insurance coverage for claims related to their manufacture, marketing, and sale of opioid products. Based on this diligence, the OCC considered the strengths and weaknesses of any claims against such insurance, as well as potential estate causes of action against other defendants relating to such insurance and determined that the better option, in light of the OCC's goals set forth above, was to negotiate for payment of cash as soon as possible. The OCC also recognized that even if contingent assets could be more valuable in the longer term, the process of obtaining that value would delay much-needed recoveries for Opioid Claimants and would require funding that could be better used for opioid abatement and victim compensation. By negotiating for cash payment in the near term, the OCC Resolution avoids the significant costs and delays associated with pursuit of these contingent assets.

Fourth, the OCC considered the strength of its legal arguments against the proposed Plan (and prior to that, against the proposed sale), and weighed the strength of those legal arguments and the potential recoveries for opioid claimants if the OCC were successful, against the OCC Resolution and the associated factors discussed in this letter. The OCC included in that analysis the risks, costs, and delay associated with bringing any such litigation. The OCC concluded that the OCC Resolution was preferable.

A final important factor considered by the OCC was the recovery for Private Opioid Claimants (and the allocation among them) as compared to the recovery for Public Opioid Claimants. First, the OCC looked at both (i) the proposed allocations between public and private opioid claimants in *Purdue* and *Mallinckrodt* and (ii) the relative size of the resolution reached with the public Opioid Claimants in these Chapter 11 Cases. After engaging in this analysis, the OCC was comfortable that the outcome in this case was comparable to the allocations and total

proposed recoveries agreed to in those cases. Second, the OCC worked with the various private claimant sub-groups (including through a two day mediation session) to ensure that each subgroup of private Opioid Claimants will receive an allocation percentage that is similar (taking into consideration the relative size of these Chapter 11 Cases when compared to *Purdue* and *Mallinckrodt*) to what its respective sub-group of private opioid claimants were allocated in *Purdue* and *Mallinckrodt*. The OCC was satisfied that these considerations also weighed in favor of supporting the OCC Resolution.

For all of these reasons, the OCC determined that it was in the best interests of private Opioid Claimants to support the settlement incorporated in the OCC Resolution and the Plan. **The OCC encourages all holders of private Opioid Claims to vote to accept the Plan and to grant the releases as we explain herein.**

In addition, the OCC is pleased the settlements were reached between Endo, its secured creditors, and certain Public Opioid Claimants. Therefore, and as noted above, the OCC recommends that each State, Public School, Tribe, and Canadian Governmental entity that is subject to the various settlements contained in the Plan for their claimant category vote in favor of the Plan and, to the extent applicable, grants the release.

3. A Summary of the Chapter 11 Cases

Endo filed for Chapter 11 on August 16, 2022. At that time, it announced, among other things, three important aspects of the framework it intended to use for the Chapter 11 Cases:

First, that it had entered into a restructuring support agreement with an ad hoc group of its first-lien secured lenders, pursuant to which that group would purchase Endo's assets during the bankruptcy case;

Second, that the ad hoc group of first lien lenders had in turn reached a resolution with the vast majority of State Attorneys General for a payment of roughly \$450 million over 10 years to resolve those States' opioid-related claims against Endo; and

Third, that the ad hoc group of first lien lenders would offer to any *private opioid claimant* the chance to participate in its pro rata share of \$85 million paid no earlier than *ten years* after the Closing Date (*i.e.*, no earlier than 2033), if and only if such claimants would agree to provide certain releases for the benefit of third parties, including Endo, Endo's directors and officers and the first-lien lenders themselves. This "open offer" had a total net present value of approximately \$27.4 million.

The OCC did not support the "open offer" to Private Opioid Claimants and resolved to challenge the proposed sale of Endo's assets, to seek ownership of Endo's insurance assets and causes of action, and to generally increase the value being "offered" to Private Opioid Claimants⁹.

⁹ At that time, there were no resolutions yet negotiated with the Canadian Provinces nor the Public Schools.

The OCC's advisors concluded that the total value that could be available for distribution to Opioid Claimants would have to come from, among others, the following sources (and would come only after subtracting any amounts that would need to be paid to more senior or secured *valid* creditors): (i) the value of the Company's business operations; (ii) the Debtors' cash balance of approximately \$1 billion as of the Petition Date; and (iii) potential claims and causes of action for the benefit of the estate, including claims to recover from the Debtors' insurance policies and claims against fiduciaries and other third parties.

Unlocking portions of this value for Opioid Claimants may have depended on the results of litigation against certain of the Debtors' secured creditors. At the beginning of the Chapter 11 Cases, the OCC's advisors investigated, among other things, claims that could be pursued to bring value into the Debtors' estates and/or make value available for the benefit of Opioid Claimants, as well as other potential sources of value for Opioid Claimants. The OCC coordinated with the Official Committee of Unsecured Creditors (the "UCC") on investigating any such claims and on considering and analyzing the likelihood of success of any such claims and the likely recovery associated with any such claims, as well as the likelihood of collecting on any judgment rendered in favor of such claims.

To that end, in late January 2023, the OCC—together with the UCC—filed a motion seeking standing to bring certain causes of action, and attached four draft complaints, including complaints seeking to invalidate certain liens of the secured creditors, and a complaint seeking to unwind approximately \$90 million in bonus payments made to Endo's officers prior to filing for bankruptcy. (Of course, if the OCC had not ultimately reached a settlement, it would have pursued this litigation).

In late January, the Court ordered that certain parties participate in mediation and appointed Judge Shelley C. Chapman (Ret.) as mediator. The mediation parties consisted of, among others, (i) the Debtors, (ii) the Ad Hoc First Lien Group (*i.e.* the secured creditors whose liens the OCC was challenging), (iii) the UCC, (iv) the OCC, and (v) the United States of America (*i.e.* the DOJ).

Following multiple rounds of contentious negotiations, the OCC eventually entered into an agreement in principle with the Ad Hoc First Lien Group to resolve any and all disputes between the parties, which was subsequently reflected in the *Voluntary Present Private Opioid Claimant Trust Term Sheet*. This term sheet was initially filed in March 2023. The terms of the OCC resolution are more fully explained below. A resolution was also reached with the UCC.

Between March 2023 and August 2023, Endo and the Ad Hoc First Lien Group negotiated resolutions with other parties representing opioid interests, including certain Canadian provinces and certain public school districts. Endo and the Ad Hoc First Lien Group also negotiated a resolution with the court appointed future claimants' representative, which settlement included a resolution of future opioid-related claims. The OCC was not a party to these resolutions, but helped to facilitate them.

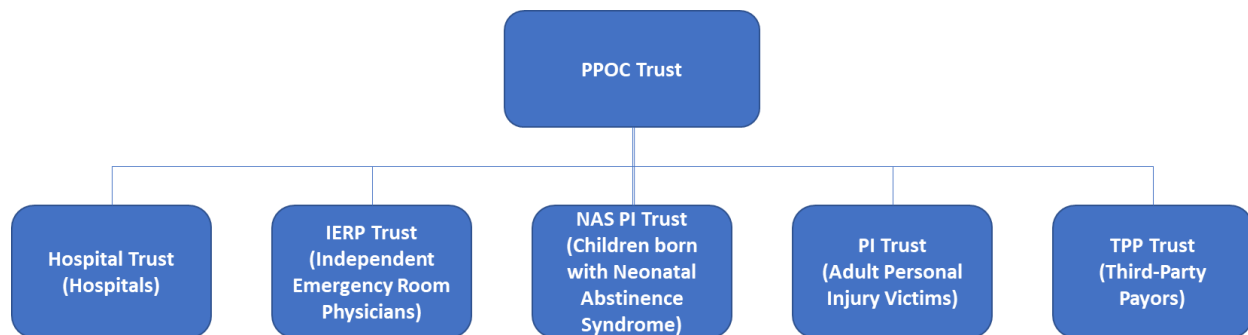
Beginning in the summer of 2023 and continuing into the fall, Endo and the Ad Hoc First Lien Group also negotiated with the Department of Justice regarding both civil and criminal opioid and non-opioid claims against Endo. As a result of those negotiations, Endo determined to pursue a plan of reorganization as opposed to a sale of its assets to its first lien secured lenders.

4. The OCC Settlement/The Plan

The OCC Resolution reflects an agreement between the OCC and the Ad Hoc First Lien Group for the payment of \$119.7 million to present private opioid claimants, to be paid within no more than two years of closing (as opposed to one payment in ten years, per the original “open offer”), which may be paid in full in the amount of \$89.7 million if paid on the Effective Date. This resolution is in exchange for (i) the OCC’s agreement to resolve all of the disputed matters (including those mentioned above) and (ii) present private Opioid Claimants agreeing to provide releases to, among others, the Ad Hoc First Lien Group and certain of Endo’s directors and officers. More specifically, the Plan provides that each present private Opioid Claimant will:

- (i) Have its opioid claim channeled to a trust (the “PPOC Trust”);
- (ii) Obtain payment, if any, from such trust in accordance with trust distribution procedures (“TDPs”); and
- (iii) Have the opportunity to release third parties from related claims in exchange for a right to a greater recovery (*i.e.*, an additional payment of four times the base amount) under the applicable TDPs.

The Plan contemplates the establishment of the following trusts, for the following groups of present private Opioid Claimants:



The PPOC Trust will be the initial recipient of all assets used to pay present private Opioid Claimants’ claims. The PPOC Trust will forward this money, less administrative costs, to the various sub-trusts (the “PPOC Sub-Trusts”) created for specific private Opioid Claimant constituencies, in the following allocation:

Trust	Allocation Percentage ¹⁰	Nominal Allocation Assuming:	
		No Prepayment	Prepayment at Emergence
Hospital Trust	17.3%	\$20,621,600.00	\$15,431,600.00
IERP Trust II	2.2%	\$2,622,400.00	\$1,962,400.00
NAS PI Trust	7.2%	\$9,082,400.00	\$6,922,400.00
PI Trust	44.5%	\$53,044,000.00	\$39,694,000.00
TPP Trust	28.8%	\$34,329,600.00	\$25,689,600.00
TOTAL:	100.0%	\$119,700,000.00	\$89,700,000.00

Each of these PPOC Sub-Trusts will distribute their share of the money to the relevant group of claimants in accordance with its applicable TDPs, current drafts of which are available on the Bankruptcy Court docket and at the informational website established by the OCC, (<https://cases.ra.kroll.com/EndoOpioidClaimantInfo/>). **It is anticipated that updated drafts of these trusts should be available around mid-February.**

Importantly, each Present Private Opioid Claimant (assuming you hold a valid claim under your applicable TDP) will be entitled to receive an ***additional four times*** (thus, a total of five times the base amount) distribution if it provides releases to certain third parties (including certain of the Debtors' directors and officers) from claims and causes of action related to their Opioid Claims against Endo. Conversely, present private Opioid Claimants who choose not to grant the releases, but who are otherwise entitled to a distribution from their PPOC Sub-Trust, will only receive 20% of what they would be entitled to receive had they elected to grant the releases. **For this reason, the OCC encourages all holders of present private Opioid Claims to elect to grant the releases.**

For the avoidance of doubt, electing to grant the releases will not release any claims you may have against, among others, McKinsey & Company, Inc., Arnold and Porter, LLP or any of the opioid distributors, manufacturers (other than the Debtors) or pharmacies that have been frequently named as defendants in any of the nationwide opioid litigations. A summary of which parties are and are not being released if you choose to grant the releases is set forth in the following chart. This summary is qualified in its entirety by reference to the Disclosure Statement and the Plan.

Claim Type/Classes	Who Is Getting a Release?	Who is NOT Getting a Release?
Present Private Opioid Claimants ("PPOCs") that opt into, or do not opt out of, the release	1) The Debtors and their Estates ¹¹	1) McKinsey Parties
Classes 7(A), 7(B), 7(C), 7(D), 7(E)	2) The Non-Debtor Affiliates	2) Arnold & Porter Parties
	3) The Post-Emergence Entities	3) Any of the Debtors' current or former third-party agents, partners, representatives, or consultants involved in the production, distribution, marketing, promotion, or
	4) Each Consenting First Lien Creditor and Prepetition Secured Party, solely in their respective capacities as such	

¹⁰ In connection with the overall settlement of allocation of the consideration to be contributed to the PPOC Trust among the PPOC Sub-Trusts, certain third parties agreed to contribute an additional \$500,000 to the PPOC Trust, which will be directly reallocated to the NAS PI Trust.

¹¹ Regardless of whether you choose to grant a release, if the Plan is confirmed any claims you may have against the Debtors and the Post-Emergence Entities will be discharged by the Plan.

Claim Type/Classes	Who Is Getting a Release?	Who is NOT Getting a Release?
	5) The Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members hereof, in each case solely in their respective capacities as such 6) The OCC and each of the members thereof, in each case solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such 7) The UCC and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such 8) The FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such 9) The Endo EC and each of the States that are members thereof and their respective officers and Representatives in each case solely in their respective capacities as such 10) The PPOC Trust, the PPOC Sub-Trusts, the GUC Trust, the Distribution Sub-Trusts, the Future PI trust, the Public Opioid Trust, the Tribal Opioid Trust and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with, any of the foregoing, in each case, solely in their respective capacities as such 11) The First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such 12) The Unsecured Notes Indenture Trustees, solely in their capacities as such 13) With respect to anyone listed in (1) through (12) above, such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such 14) With respect to anyone listed in (1) through (13) above, such Persons' current and former officers, directors (including any Persons in analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such	sale of Opioids or Opioid Products (excluding the Debtors' (i) current and former officers, directors and employees (in each case, solely in their respective capacities as such); and (ii) professionals retained by the Debtors in the Chapter 11 Cases (including any ordinary course professionals) 4) Practice Fusion, Inc. 5) Publicis Health Parties 6) ZS Associates Parties 7) Co-Defendants 8) Any distributor, manufacturer or pharmacy engaged in the distribution, manufacture, or dispensing/sale of Opioids or Opioid Products
Canadian Governments that do not opt out of the release Class 9	Same as the PPOCs	Same as the PPOCs

Claim Type/Classes	Who Is Getting a Release?	Who is NOT Getting a Release?
Public School Districts that do not opt out (or are deemed not to opt out) of the release Class 8	Same as the PPOCs	Same as the PPOCs
State Opioid Claimants Class 6(A)	1) The Debtors and their Estates 2) The Non-Debtor Affiliates 3) The Post-Emergence Entities 4) Each Consenting First Lien Creditor and Prepetition Secured Party, solely in their respective capacities as such 5) The Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members hereof, in each case solely in their respective capacities as such 6) The OCC and each of the members thereof, in each case solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such 7) The UCC and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such 8) The FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such 9) The Endo EC and each of the States that are members thereof and their respective officers and Representatives in each case solely in their respective capacities as such 10) The First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such 11) With respect to anyone listed in (1) through (10) above, such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such 12) With respect to anyone listed in (1) through (11) above, such Persons' current and former officers, directors (including any Persons in analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such	1) McKinsey Parties 2) Arnold & Porter Parties 3) Any of the Debtors' current or former third-party agents, partners, representatives, or consultants involved in the production, distribution, marketing, promotion, or sale of Opioids or Opioid Products (excluding the Debtors' (i) current and former officers, directors and employees (in each case, solely in their respective capacities as such); and (ii) professionals retained by the Debtors in the Chapter 11 Cases (including any ordinary course professionals) 4) Practice Fusion, Inc. 5) Publicis Health Parties 6) ZS Associates Parties 7) The PPOC Trust, the PPOC Sub-Trusts, the GUC Trust, the Distribution Sub-Trusts, the Future PI trust, the Public Opioid Trust, the Tribal Opioid Trust and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with, any of the foregoing, in each case, solely in their respective capacities as such and any of their predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees, or such Persons'

Claim Type/Classes	Who Is Getting a Release?	Who is NOT Getting a Release?
		current and former officers, directors (including any Persons in analogous roles under applicable law), employees, and Representatives in each case, solely in their respective capacities as such 8) The Unsecured Notes Indenture Trustees, solely in their capacities as such and any predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees or such Persons' current and former officers, directors (including any Persons in analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such
Local Government or Tribal Opioid Claimants that do not opt out of the release Classes 6(B) and 6(C)	Same as the PPOCs	1) McKinsey Parties 2) Arnold & Porter Parties 3) Any of the Debtors' current or former third-party agents, partners, representatives, or consultants involved in the production, distribution, marketing, promotion, or sale of Opioids or Opioid Products (excluding the Debtors' (i) current and former officers, directors and employees (in each case, solely in their respective capacities as such); and (ii) professionals retained by the Debtors in the Chapter 11 Cases (including any ordinary course professionals) 4) Practice Fusion, Inc. 5) Publicis Health Parties 6) ZS Associates Parties

5. Important Information About Voting and Granting the Releases:

Please read this section, as it contains important information about voting and how you can ensure that you remain eligible for the enhanced compensation in these cases.

IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL BE DEEMED TO CONSENT TO GRANT THE RELEASES and (i) automatically release such claims in the event the Plan is confirmed and goes effective and (ii) automatically receive an additional payment of **four times** the compensation to which you are entitled under the relevant TDPs. WE ENCOURAGE YOU TO VOTE TO ACCEPT THE PLAN AND GRANT THE RELEASES.

If you do not vote to accept the Plan, then your ability to receive the increased compensation in exchange for “giving” a release depends upon what type of claim you hold:

IF YOU HOLD A PERSONAL INJURY, NAS PERSONAL INJURY OR INDEPENDENT EMERGENCY ROOM PHYSICIAN CLAIM:

If you vote to reject the Plan, to receive the increased compensation, you must specifically elect to grant the releases by checking the “OPT IN” election in the same row on your ballot as your vote to “REJECT.”

If you choose to abstain from voting on the Plan, in order to receive the increased compensation, you must specifically elect to grant the releases by checking the “OPT IN” election in the same row on your ballot as your election to “ABSTAIN.”

To be clear, if you vote to reject the Plan or elect to abstain from voting on the Plan and you do not make the “OPT IN” election on your ballot, you will receive a greatly reduced distribution from your applicable PPOC Sub-Trust. If you fail to return your ballot by the voting deadline set forth on your ballot, you will be deemed to have elected to not grant the releases, and you will receive a greatly reduced distribution from your applicable PPOC Sub-Trust.

IF YOU HOLD A HOSPITAL OR THIRD PARTY PAYOR CLAIM:

If you vote to reject the Plan, to receive the increased compensation, you must specifically elect to grant the releases by checking the “OPT IN” election in the same row on your ballot as your vote to “REJECT.”

If you choose to abstain from voting on the Plan, in order to receive the increased compensation, you should not check the “OPT OUT” election in the same row on your ballot as your election to “ABSTAIN.” If you elect to “OPT OUT” of the releases, you will receive a greatly reduced distribution from your applicable PPOC Sub-Trust.

Finally, if you fail to return your ballot by the voting deadline set forth on your ballot, you will be deemed to have elected to grant the releases, which will entitle you to the greater recovery from your applicable PPOC Sub-Trust.

The following chart explains the above:

<u>Type of Claimant</u>	<u>If you Vote Yes/Accept the Plan</u>	<u>If you Don't Vote on the Plan/Abstain</u>	<u>If you Vote No/Reject the Plan</u>
<u>State/DOJ</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>PI/NAS/IERP</u>	<u>Deemed to grant the Release and will receive the enhanced distribution</u>	<u>You must check a box to "Opt in" to the Release in order to get the enhanced distribution</u>	<u>You must check a box to "Opt in" to the Release in order to get the enhanced distribution</u>
<u>Any Other Opioid Claimant¹²</u>	<u>Deemed to Grant the Release and will receive the enhanced distribution</u>	<u>You should refrain from checking a box to "Opt Out" of the Release in order to get the enhanced distribution</u>	<u>You must check a box to "Opt in" to the Release in order to get the enhanced distribution</u>

To the extent that any Opioid Claimant has any questions about the above (including voting or the release process), the Plan in general or these Chapter 11 Cases, the OCC encourages such claimant to reach out to the OCC's counsel at EndoCreditorInfo@akingump.com.

Very truly yours,

The Official Committee of Opioid Claimants of Endo International plc., et al.

¹² To be clear, the OCC would encourage any claimant that is part of a public opioid claimant group that negotiated its own resolution to discuss the specifics of that resolution and how claimants in that group can receive a distribution. The OCC can provide contact information for each public opioid claimant group upon request. Further, the OCC would note that some opioid claimants may not receive any distribution but are still required to "opt out" of the release in order to avoid granting the release. If you have any questions about the voting or release process, please contact the OCC at the contact information above.



AGENDA SUMMARY REPORT

SUBJECT: Notification to City Council of Purchase of Equipment from Stryker Corp. in the Amount of \$83,293.42 for the Ukiah Valley Fire Authority.

DEPARTMENT: Fire

PREPARED BY: Doug Hutchison, Fire Chief

PRESENTER: Doug Hutchison, Fire Chief

ATTACHMENTS:

1. 00048529
2. Q10842885 for PO 48529
3. 00048530
4. Q10842897 for PO 48530

Summary: Council will receive notification of purchase from Stryker Corp. in the amount of \$83,293.42 for the Ukiah Valley Fire Authority.

Background: The Ukiah Valley Fire Authority (UVFA) provides Advanced Life Support (ALS) ambulance service and recently took delivery of two (2) new Type I ambulances from Braun NW.

Discussion: To complete the outfitting of the second new unit, the Ukiah Valley Fire Authority (UVFA) purchased a Stryker Power Load system (Purchase Order 48530 - \$42,992.56), and a Stryker Power Pro gurney (Purchase Order 48529 - \$40,300.86) to match the equipment currently deployed in our other ambulance units. Please refer to Attachments 1-4 for copies of the purchase orders and associated quotes. The first unit was able to be outfitted by moving equipment from a unit being retired by the UVFA. The Power Pro gurney reduces the amount of lifting that our team members must perform, increasing safety for them as well as the patient. The Power Load system takes the next step by loading the gurney into the ambulance, further reducing the risks to team members and patients. The total price of the units also includes six (6) years of preventive maintenance and care for each.

Recommended Action: Receive notification of equipment purchase from Styker Corporation.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 71021100.54102 (equipment): \$63,546.22; 71021100.52100 (preventative maintenance): \$19,747.20

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Ambulance Fund

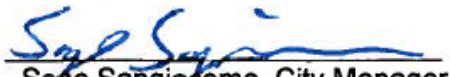
PREVIOUS CONTRACT/PURCHASE ORDER NO.: Purchase Order 48529 and 48530.

COORDINATED WITH: Douglas Hutchison, Fire Chief; Myles Fisette, Purchasing Manager

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager



Purchase Order

Fiscal Year 2024

Page 1 of 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**48529-00**Delivery must be made within
doors of specified destination.B
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OCITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482V
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RSTRYKER SALES CORPORATION
1901 ROMENCE RD PARKWAY
PORTAGE MI 49002S
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OCITY OF UKIAH - ANNEX
411 W CLAY STREET
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number	Buyer		Date Ordered	Date Required
800-669-4968			Myles Fisette		01/31/2024	
Delivery Reference		Freight Method/Terms		Department/Location		Sales Tax Rate
		N30/FOB UKIAH		FIRE DEPARTMENT		0.000
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
1	650605550003 6506 MTS POWER PRO COT HIGH CONFIG		1.0	EACH	\$28,860.810	\$28,860.81
	71021100 - 54102					\$28,860.81
2	POWERPRO PROCARE		1.0	EACH	\$8,154.900	\$8,154.90
	71021100 - 52100					\$8,154.90
3	TAX		3285.2	EACH	\$1.000	\$3,285.15
	71021100 - 54102					\$3,285.15
	ER REQ # E37959 PER ATTACHED QUOTE 1084 2885					

By

Purchasing Supervisor

VENDOR COPY

Total Ext. Price	\$40,300.86
Total Sales Tax	
Total Discount	
Total Credit	
Total Freight	
PO Total	\$40,300.86

1. **GENERALLY.** These Terms and Conditions of Sale ("Terms and Conditions") apply to all purchases by City of Ukiah. (Referred to as "Buyer"). The supplier of goods and services under this transaction is herein referred to as "Seller". The goods or service purchased are referred to as the "Purchase."

2. **TERMS EXCLUSIVE.** Buyer will order the goods or services described herein only upon the terms and conditions contained herein. Seller's acceptance of this order shall occur either through commencement of performance under this order or acknowledgment of this order. By accepting this order, Seller waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to those contained herein and all such different or additional terms and conditions shall be null and void. **SELLER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.**

3. **INSPECTION.** All goods shall be received subject to Buyer's inspection and rejection. Defective goods and goods otherwise not conforming to this order shall be held for Seller's instruction and at Seller's risk, and if Seller so directs, shall be returned at Seller's expense. No defective goods shall be replaced without a new purchase order. Payment by Buyer shall not be construed as an acceptance of goods. Buyer may return to Seller any non-defective, excess goods within thirty (30) days of receiving them.

4. **CHANGES.** City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

5. **TERMINATION.** City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller's default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.

6. **TIME EXTENSION.** Time is of the essence. City may extend the time for completion if, in City's sole determination, Seller was delayed because of causes beyond Seller's control and without Seller's fault or negligence. In the event delay was caused by City, Seller's sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.

7. **REMEDIES CUMULATIVE.** City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

8. **TITLE.** Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.

9. **PAYMENT.** City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order.

10. **INDEMNIFICATION.** Seller agrees to indemnify and hold harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. This paragraph 9 will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

11. **WARRANTY.** Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.

12. **ASSIGNMENT.** City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City's written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller's agent.

13. **INSURANCE.** Seller must provide the insurance indicated on the face sheet of this order.

14. **PERMITS.** Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

15. **INDEPENDENT CONTRACTOR.** City and Seller agree that Seller will act as an independent contractor and will have control of all work and the manner in which it is performed. Seller will be free to contract for similar service to be performed for other employers while under contract with City. Seller is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this order that may appear to give City the right to direct Seller as to the details of doing the work or to exercise a measure of control over the work means the Seller will follow the direction of the City as to end results of the work only.

16. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller's performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.

17. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Mendocino County.



E37959

x1 PPxt

Quote Number:	10842885	Rep:	Sahel Segovia
Version:	1	Email:	sahel.segovia@stryker.com
Prepared For:	UKIAH VALLEY FIRE DIST	Phone Number:	(408) 545-8169
Attn:			

Quote Date:	01/02/2024
Expiration Date:	01/31/2024
Contract Start:	01/02/2024
Contract End:	01/01/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	UKIAH VALLEY FIRE DIST	Name:	UKIAH VALLEY FIRE DIST	Name:	UKIAH VALLEY FIRE DIST
Account #:	20077453	Account #:	20077453	Account #:	20077453
Address:	1500 S STATE ST	Address:	1500 S STATE ST	Address:	1500 S STATE ST
	UKIAH		UKIAH		UKIAH
	California 95482-6709		California 95482-6709		California 95482-6709

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	650605550003	6506 MTS PWRPRO COT HIGH CNFIG	PCE	1	\$28,860.81	\$28,860.81
Equipment Total:						\$28,860.81

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
2.1	POWERPRO-PROCARE	Power Pro 2 for 6506 MTS PWRPRO COT HIGH CNFIG	1	\$8,154.90	\$8,154.90
		01/03/2024 - 01/02/2030			
		Parts, Labor, Travel Preventative Maintenance Batteries Service			
ProCare Total:					\$8,154.90

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$37,015.71

Prices: In effect for 30 days

Terms: Net 30 Days



Purchase Order

Fiscal Year 2024

Page 1 of 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**48530-00**Delivery must be made within
doors of specified destination.B
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OCITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482V
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RSTRYKER SALES CORPORATION
1901 ROMENCE RD PARKWAY
PORTAGE MI 49002S
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OCITY OF UKIAH - ANNEX
411 W CLAY STREET
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number	Buyer		Date Ordered	Date Required
800-669-4968			Myles Fisette		01/31/2024	
Delivery Reference		Freight Method/Terms		Department/Location		Sales Tax Rate
		N30/FOB UKIAH		FIRE DEPARTMENT		0.000
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
1	639005550001 MTS POWER LOAD 71021100 - 54102		1.0	EACH	\$27,895.700	\$27,895.70
2	POWER LOAD PROCARE 71021100 - 52100		1.0	EACH	\$11,592.300	\$11,592.30
3	TAX 71021100 - 54102		3504.6	EACH	\$1.000	\$3,504.56
	ER REQ # E37960 PER ATTACHED QUOTE 1084 2897					

By

Purchasing Supervisor

VENDOR COPY

Total Ext. Price	\$42,992.56
Total Sales Tax	
Total Discount	
Total Credit	
Total Freight	
PO Total	\$42,992.56

1. **GENERALLY.** These Terms and Conditions of Sale ("Terms and Conditions") apply to all purchases by City of Ukiah. (Referred to as "Buyer"). The supplier of goods and services under this transaction is herein referred to as "Seller". The goods or service purchased are referred to as the "Purchase."

2. **TERMS EXCLUSIVE.** Buyer will order the goods or services described herein only upon the terms and conditions contained herein. Seller's acceptance of this order shall occur either through commencement of performance under this order or acknowledgment of this order. By accepting this order, Seller waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to those contained herein and all such different or additional terms and conditions shall be null and void. **SELLER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.**

3. **INSPECTION.** All goods shall be received subject to Buyer's inspection and rejection. Defective goods and goods otherwise not conforming to this order shall be held for Seller's instruction and at Seller's risk, and if Seller so directs, shall be returned at Seller's expense. No defective goods shall be replaced without a new purchase order. Payment by Buyer shall not be construed as an acceptance of goods. Buyer may return to Seller any non-defective, excess goods within thirty (30) days of receiving them.

4. **CHANGES.** City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

5. **TERMINATION.** City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller's default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.

6. **TIME EXTENSION.** Time is of the essence. City may extend the time for completion if, in City's sole determination, Seller was delayed because of causes beyond Seller's control and without Seller's fault or negligence. In the event delay was caused by City, Seller's sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.

7. **REMEDIES CUMULATIVE.** City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

8. **TITLE.** Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.

9. **PAYMENT.** City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order.

10. **INDEMNIFICATION.** Seller agrees to indemnify and hold harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. This paragraph 9 will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

11. **WARRANTY.** Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.

12. **ASSIGNMENT.** City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City's written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller's agent.

13. **INSURANCE.** Seller must provide the insurance indicated on the face sheet of this order.

14. **PERMITS.** Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

15. **INDEPENDENT CONTRACTOR.** City and Seller agree that Seller will act as an independent contractor and will have control of all work and the manner in which it is performed. Seller will be free to contract for similar service to be performed for other employers while under contract with City. Seller is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this order that may appear to give City the right to direct Seller as to the details of doing the work or to exercise a measure of control over the work means the Seller will follow the direction of the City as to end results of the work only.

16. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller's performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.

17. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Mendocino County.



F37960

x1 PL

Quote Number: 10842897

Version: 1

Prepared For: UKIAH VALLEY FIRE DIST

Attn:

Rep: Sahel Segovia

Email: sahel.segovia@stryker.com

Phone Number: (408) 545-8169

Quote Date: 01/02/2024

Expiration Date: 01/31/2024

Contract Start: 01/02/2024

Contract End: 01/01/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	UKIAH VALLEY FIRE DIST	Name:	UKIAH VALLEY FIRE DIST	Name:	UKIAH VALLEY FIRE DIST
Account #:	20077453	Account #:	20077453	Account #:	20077453
Address:	1500 S STATE ST	Address:	1500 S STATE ST	Address:	1500 S STATE ST
	UKIAH		UKIAH		UKIAH
	California 95482-6709		California 95482-6709		California 95482-6709

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	PCE	1	\$27,895.70	\$27,895.70
Equipment Total:						\$27,895.70

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
2.1	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD	1	\$11,592.30	\$11,592.30
01/03/2024 - 01/02/2030					
Parts, Labor, Travel Preventative Maintenance Batteries Service					
ProCare Total:					\$11,592.30

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$39,488.00

Prices: In effect for 30 days

Terms: Net 30 Days



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion of the Grace Hudson Museum Roof Replacement Project, Specification 23-05.

DEPARTMENT: Finance

PREPARED BY: Mary Horger, Financial Services Manager

PRESENTER: Mary Horger, Financial Services Manager

ATTACHMENTS:

1. Awarding ASR
2. Spec 23-05 - Grace Hudson Museum Roof Replacement Negotiated Contract
3. San Francisco Roofing Bid
4. Change Order 1 - Spec 23-05 - fully executed (1)
5. Notice of Completion

Summary: Council will consider approving the Notice of Completion for the Grace Hudson Museum Roof Replacement Project, Specification 23-05.

Background: In August 2023, Council awarded a contract for the re-roof of the Grace Hudson Museum to San Francisco Roofing Services, Inc., for the amount of \$450,000. Please refer to Attachment 1 for a copy of the Agenda Summary Report, Attachment 2 for a copy of the specification, and Attachment 3 for a copy of the bid.

Discussion: Following the Council award of the contract, Staff released a Notice of Award to the contractor on August 17, 2023. Once all the proper documentation was received, and the contract fully executed, a Notice to Proceed was issued on September 13, 2023. The on-site construction work began on October 17, 2023. The project management and inspection of the construction was conducted through a contract with Jankovsky Engineering Services. One change order was issued on November 7, 2023, in the amount of \$5,030 (Attachment 4) to install new galvanized gutter screens on all gutters. The final project completion took place on February 9, 2024. The final contract amount, including the one change order, was \$455,030.

City Staff was very pleased with the workmanship of the roof installation, and the project oversight that was performed. The roof manufacturer is in the process of issuing the certificate of warranty.

Final payment of the retention will be made to the contractor 35 days after the date of the Notice of Completion (Attachment 5) is filed with the County Recorder.

Recommended Action: Approve the Notice of Completion of the Grace Hudson Museum Roof Replacement Project, Specification 23-05.

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: 20824700.80220.18406: \$455,030

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Bond funds and settlement funds.

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2324-090

COORDINATED WITH: City Attorney and Community Services Department

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): 1e – Decarbonize existing building stock.

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Award Contract for the Re-Roof of the Grace Hudson Museum to San Francisco Roofing Services, Inc., Authorize a Separate Purchase with Garland for the Roofing Materials, and Approve Corresponding Budget Amendments.

DEPARTMENT: Finance

PREPARED BY: Mary Horger, Financial Services Manager

PRESENTER: Mary Horger, Financial Services Manager

ATTACHMENTS:

1. Spec 23-05 - Grace Hudson Museum Roof Replacement Negotiated Contract
2. San Francisco Roofing
3. Western Roofing Service

Summary: Council will consider awarding a contract to San Francisco Roofing Services, Inc. for the re-roof of the Grace Hudson Museum, approve a separate purchase from Garland for the roofing materials, and approve corresponding budget amendments.

Background: In September of 2020, the City Council awarded a bid for the replacement of the Grace Hudson Museum Roof, Specification No. 20-10. This contract resulted in the installation of a roof that independent inspections by a City retained civil engineer and a civil engineer retained by the roofing manufacturer determined must be removed and replaced before the manufacturer will provide its 30 year warranty. Responsibility for the cost of the replacement is at issue but currently unresolved in pending litigation and confidential mediation proceedings.

Discussion: In March of this year, and as part of the legal process, bids were sought from manufacturer-approved contractors for the complete re-roofing of the Grace Hudson Museum. Please see Attachment 1 for a copy of the bid specifications. Bids were received from two companies: San Francisco Roofing Services, Inc. for the amount of \$450,000 (Attachment 2), and Western Roofing Service for the amount of \$574,900 (Attachment 3). The bids received exclude the roofing materials, as these will be separately acquired by the City directly from the manufacturer.

The low bidder, San Francisco Roofing, has extended the deadline for accepting its bid to August 18, 2023. This is the second and final extension of the deadline for accepting the bid. Failure to accept the bid could result in the roof in its current condition leaking this winter, as well as increased costs due to inflation of labor and materials. If the bid is awarded, the work will be scheduled and performed to prevent leakage and potential damage to the museum's collections.

For these reasons, Staff recommends awarding the bid to San Francisco Roofing Services, Inc. in the amount of \$450,000, and approving the corresponding budget amendment. In addition to being recommended by the roofing manufacturer, the City has also used this contractor for two other successful roofing projects. Approval is also being sought to purchase the roofing materials from Garland at a price not yet known, and approval of a corresponding budget amendment if needed. Staff will come back to the next regularly scheduled meeting to report the purchase if the cost meets the thresholds in the City Code for reporting to the City Council.

Recommended Action: Award the contract for the re-roof of the Grace Hudson Museum to San Francisco Roofing Services, Inc. for the amount of \$450,000, approve the separate purchase of the roofing materials as needed from Garland, and authorize corresponding budget amendments.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 20824700.80220.TBD: \$0

PROPOSED BUDGET AMOUNT: 20824700,80220.TBD: \$450k initially, and additional depending on roof materials.

FINANCING SOURCE: TBD

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

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

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
GRACE HUDSON MUSEUM ROOF REPLACEMENT – NEGOTIATED CONTRACT
SPECIFICATION NO. 23-05

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

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

MARI RODIN – MAYOR
JOSEFINA DUENAS – VICE-MAYOR
DOUGLAS CRANE – COUNCIL MEMBER
SUSAN SHER – COUNCIL MEMBER
JUAN OROZCO – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER
TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER
MARY HORGER – PROCUREMENT MANAGER
KRISTINE LAWLER – CITY CLERK
R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF COMMUNITED SERVICES
MARCH 2023

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INSTRUCTIONS TO BIDDERS

The Grace Hudson Museum Roof Replacement shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

Each Bidder must supply all the information required by the bid documents and Special Provisions.

If an Estimate of Quantities is given in the Contract Documents, the quantities are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, agree that the actual amount of work will correspond to the estimate. The City reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the Engineer prior to the start of any work and start work as scheduled.

Examination of Site, Drawings, Etc.

Each Bidder shall examine carefully the Contract Documents and the site of the work and shall fully inform itself with the conditions relating to execution of the work. Failure to do so will not relieve the successful Bidder of its obligation to enter into an Agreement and complete the work in strict accordance with the Contract Documents. Conditions relating to the execution of work include the requirements of federal, state and local laws, statutes and ordinances relative to the execution of work, including, but not limited to, applicable regulations concerning prevailing wage rates, non-discrimination in the employment of labor, protection of the public and employee health and safety, and environmental protection. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and scope of work to be performed, the quantities of materials to be furnished and the requirements of the Contract Documents.

Where an investigation of surface topography and/or subsurface conditions has been conducted in areas where work is to be performed, prospective Bidders may inspect the records of such investigations at the City's offices. There is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered.

The availability or use of information described in this Section is not intended to be and shall not be construed to relieve the Bidder or Contractor from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling all the terms of the Contract Documents.

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located at the Grace Hudson Museum, 431 South Main Street, Ukiah, CA 95482.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

1-01. Definitions. Whenever any word or expression defined in this section, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning given:

- a. "Acceptance" shall mean documentation attesting to the act of the City Council by which all Work under the Agreement, or a specified portion thereof, is identified as having been completed satisfactorily.
- b. "Addenda" shall mean written interpretations or revisions to any of the Contract Documents issued by the City before the bid opening.
- c. "Agreement" shall mean the written agreement covering the performance of the Work and the furnishing of labor, materials, tools and equipment in the construction of the Work. The Agreement is a part of the Contract Documents and will include all approved change orders issued after the Agreement is executed by the parties.
- d. "Bidder" shall mean any individual, firm, partnership, corporation or combination thereof, submitting a bid for the work contemplated, acting directly or through a duly authorized representative.
- e. "Bid Forms" shall mean the approved forms upon which the City requires each Bidder submit its bid with regard to the Agreement.
- f. "Change Order" shall mean a written order to the Contractor directing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or Contract Time provided in the Contract Documents and issued after the effective date of the Agreement. A Change Order will not become effective until approved in writing and signed by the City, hereinafter referred to as an "Approved Change Order." An Approved Change Order signed by the Contractor is hereinafter referred to as an "Executed Change Order."
- g. "City of Ukiah" or "City" shall mean the City of Ukiah, Mendocino County, California, acting through its City Council or any other board, body, official or officials to which or to whom the power belonging to the Council shall by virtue of any act or acts, hereafter pass or be held to appertain.
- h. "Construction Schedule" shall mean a list or graphic display of construction activities required for completing the Work, in a format required by the Contract Documents. The duration, start and finish date, and sequence of the significant activities, critical path, float and milestones must be indicated in the Construction Schedule.
- i. "Contract Documents" shall mean those documents that form the basis of the Agreement, including, but not limited to, the Instructions to Bidders, Bid Forms, Bidding Schedule, Schedule of Values, Form of Agreement, Contract Bonds, General Conditions, Supplemental Conditions, Federal Requirements, Prevailing Wages, Insurance Requirements, Technical Specifications, Appendices, Contract Drawings, Addenda, Contractor's bid, and all Change Orders issued after the execution of the Agreement, and all other documents incorporated by reference in the same. The State of California, Department of Transportation, 2018 Standard Construction Specifications (the "Standard Specifications") shall apply to the construction work if referenced in the Technical Specifications. However, the Standard Specifications shall not apply as to the change, payment, and dispute resolution provisions applicable to this Agreement. In the event of conflict between the Standard Specifications and the Special Provisions, the Special Provisions will govern.
- j. "Contract Drawings," and "Contract Plans," shall mean the identified in the Agreement, showing the character, dimensions, and details of the Work.

- k. "Contract Price" shall mean the total compensation to be paid to the Contractor in accordance with the terms of the Agreement.
- l. "Contract Time" shall mean the number of calendar days, or portion thereof, allowed for completion of the Work, including all authorized time extensions. The effective date for commencement of the Work specified in the Notice to Proceed shall define the beginning of the Contract Time.
- m. "Contractor" shall mean the individual, firm, partnership, corporation, joint venture or other legal entity that has contracted with the City to perform the Work. The terms "prime contractor" or "general contractor" shall also mean Contractor.
- n. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
- o. "Engineer" shall mean the Engineer duly and officially appointed by the City to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.
- p. Payment by "Force Account" shall mean payment on the basis of Contractor's time and materials as further defined herein.
- q. "Legal Holidays" shall mean those days designated as State holidays by the Government Code or declared by the City Council, or otherwise specified in the Contract Documents.
- r. "Liquidated Damages" shall mean the amount prescribed in the Contract Documents to be paid the City or to be deducted from any payment due or to become due the Contractor for each Day's delay in completing the Work beyond the time allowed in the Contract Documents.
- s. "State" shall mean the State of California and its agencies, including the Department of Transportation ("Caltrans")
- t. "Notice of Completion" shall mean a document recorded by the City with the Counter Recorder signifying completion of a work of improvement.
- u. "Notice to Proceed" shall mean a written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run.
- v. "Notice of Termination" shall mean a written notice from the City to the Contractor and its Surety terminating the Agreement or a portion thereof, either for convenience of the City or for default due to the Contractor's failure to perform its contractual obligations."
- w. "Schedule of Values" shall mean the breakdown of the Contract Price that will serve as the basis for Contractor's Applications of Payment. Any lump sum item included within the Contract Price will be apportioned among values relating to specific components of the Work covered by said lump sum item.
- x. "Shop Drawings" shall mean Drawings, plans, diagrams, schedules and other data specifically prepared and submitted to the City by the Contractor, showing in detail: a.) The proposed fabrication and assembly of a special component of the Work; and b.) The installation (form, fit and attachment details) of a special component of the Work. Shop Drawings shall be deemed to include Working Drawings, Product Data, literature, and applicable performance and test data.
- y. "Subcontractor" shall mean any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the Contractor, engaged by the Contractor to furnish services, labor, equipment and materials for a portion of the Work.

- z. "Submittals" shall mean those documents required to be submitted by the Contractor for review by the City in accordance to the Agreement.
- aa. "Substantial Completion" shall mean the Work (or designated portion) is sufficiently complete, in accordance with the Contract Documents, so that the City can safely and conveniently occupy or utilize the Work (or such designated portion) for the use for which it is intended, and as needed for the City to conduct its operation.
- bb. "Supplier" shall mean any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the Contractor, that supplies a tangible product as a portion of the Work, with services usually limited to delivery and/or required testing, and with manufacturing, fabrication, or production facilities located off the Work site.
- cc. "Technical Specifications" shall mean the technical details, requirements, and descriptions of Work to be performed under the Agreement. The Technical Specifications comprise Section 13 and Appendices A and B of the Contract Documents, as may be amended by the City.
- dd. "Unit Price" shall mean the value established for a single item of work or group of items commonly regarded as a single entity, that is inclusive of all fundamental, direct and incidental costs and exclusive only of costs associated with any other unit price and any lump sum price.
- ee. "The Work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract Change Order or other written orders of the Engineer.
- ff. "Work Site" shall mean the property on which the Work will be performed, including all staging areas.
- gg. "Working Drawings" shall mean original drawings prepared by the Contractor and/or its Subcontractors or Suppliers, of any tier, illustrating Work required for construction that will not become an integral part of the completed Work. This includes, but is not limited to, drawings for temporary structures such as decking, bulkheads, excavation supports, utility support, groundwater control, forming, falsework, access roads, staging areas, and staging plans. A Working Drawing is one type of Shop Drawing.

Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

Where "as directed", "as permitted", "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Engineer is intended unless stated otherwise.

As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is permissive.

1-02. Examination of Plans, Special Provisions and Site of Work. The Bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated therefor. It will be assumed that the Bidder has investigated to its satisfaction the conditions to be encountered and the character, quality and requirements of the Contract Documents.

1-03. Proposal. Bids shall be made on the Bid Forms prepared by the City and all blank spaces in the Bid Forms must be completed, as required, in ink. All bids shall give the prices bid, both in writing and in figures and shall be signed by the Bidder or its authorized representative, with its address. If Bidder is the sole owner, the bid shall be signed by the owner. If Bidder is a corporation, the legal name of the corporation and its State of incorporation shall be set forth and the Bid shall be signed by at least two officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth, the names and addresses of all partners shall be given and the bid shall be signed by a partner in the firm authorized to sign contracts on behalf of the partnership. If the Bidder is a joint venture, the Bid shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so. If the Bid is signed by an agent of

the Bidder other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the City prior to opening of bids or must be submitted with the bid. If requested by the City, the Bidder shall promptly submit evidence satisfactory to the City of the authority of the person signing the Bid.

Note the successful Bidder will prepare a Schedule of Values based on the Schedule of Bid Process that will provide additional detail which will be used in conjunction with payment.

Bidders are warned against making erasures or alterations of any kind and proposals which contain omissions, erasures, conditions, alterations, additions not called for, additional proposals or irregularities of any kind may be rejected.

1-04. Qualification of Bidders. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each Bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code and shall be skilled and regularly engaged in the general class or type of work called for under this contract. A statement setting forth this experience and business standing shall be submitted by each Bidder on the form provided herewith.

As a prerequisite to an award of the Agreement, the City will determine whether the low Bidder meets the definition of a "responsible Bidder" as set forth in Public Contract Code Section 1103: "a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." In making this determination, the City may weigh evidence that the Bidder or its personnel charged with the responsibility in the work, has performed satisfactorily other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

1-05. Disqualification of Bidders. A Bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state or local project because of a violation of law or a safety regulation.

More than one bid from an individual business, partnership, corporation or association or combination thereof, under the same or different names, will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one Bidder for the work contemplated may cause the rejection of all Bids in which such individual, firm, partnership, corporation or combination thereof is interested. If there is reason to believe that collusion exists among the Bidders, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

1-06. Identification of Subcontractors. All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 to 4114, inclusive) and shall set forth:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor, supply materials, or render service to the Bidder in or about the construction of the work in an amount in excess of one-half of 1 percent (0.5%) of the Bidder's total bid.

(b) The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in its bid. If the Bidder fails to specify a subcontractor for any portion of the work, the Bidder agrees to perform that portion of the work itself, and represents that it is qualified to perform that portion of the work itself.

1-07. Non-collusion Affidavit. By submitting a bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on the behalf of any person therein named, and that the

Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought collusion to secure the Bidder an advantage over any other Bidder.

All Bids shall be accompanied by an executed non-collusion affidavit in the form required by Public Contract Code Section 7106 provided with the bid documents.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-01. Bid Evaluation Process. Bids received shall be evaluated to determine the apparent low Bidder. The apparent low Bidder will be determined on the basis of the Total Bid Price, as shown in the Bidding Schedule. If additive or deductive alternates are used in the Bidding Schedule, the apparent low Bidder will be the Bidder with the lowest total of the bid prices for the base contract items, plus the alternates designated by the City as those that will be used for determining the lowest bid price.

2-02. Rejection of Bids. Bids may be rejected if they show such items as: any alteration of form; additions not called for; conditional bids; incomplete bids; erasures; irregularities which make the bids incomplete, indefinite or ambiguous; no acceptable bid security; or if the bid is not properly executed.

To the fullest extent allowed by law, the City reserves the right to reject any and all bids or to waive any irregularities and informalities in any bids or in the bid procedure.

2-03. Award of Contract. Award of the contract, if it be awarded, will be to the lowest responsible Bidder whose bid complies with all the specified requirements. To the fullest extent allowed by law, the City reserves, in its sole discretion, the right to reject any and all Bids and to waive any informality or irregularity in the Bids received, other provisions in the Contract Documents notwithstanding.

2-04. Execution of Contract. The successful Bidder shall, within fifteen (15) days after receipt of written notice that the Agreement has been awarded, sign and deliver to the City an Agreement in the form hereto, attached together with the Agreement Bonds and insurance certificates as required in the Contract Documents. After receiving the signed Agreement with acceptable bonds and insurance certificates from the successful Bidder, the City will sign the Agreement.

If the Contractor is an individual, the Agreement shall be executed personally by the Contractor. If the Contractor is a partnership, it is desirable that the Agreement be executed by all of the partners, but it may be executed by one of them. If the Contractor is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief finance officer, treasurer or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. In the alternative, a person other than an officer may sign the Agreement, provided evidence satisfactory to the City is provided indicating the individual's authority to bind the corporation. If the corporate seal is not affixed to the Agreement, or if it is executed by a person other than an officer, or only by one officer, there must be attached to the Agreement a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Contractor is a joint venture, the Agreement must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

2-05. Notice to Proceed: After execution of the Agreement and submission of Contractor's performance and payment bonds and certificate of insurance, the City will issue the Notice to Proceed indicating that the Work may commence on the date indicated. Notice to Proceed will be issued within 120 days of Notice to Award, or any longer period agreed upon between the City and Contractor.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Intent of the Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to describe a functionally complete project to be constructed. When the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that the best general practice shall be followed and only materials and workmanship of the best standard quality shall be used. Any Work, materials or equipment that are customarily provided or that are reasonably inferable from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for. When words, which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect on the first published date of the Notice Inviting Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City or Contractor, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign the City or the Engineer, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the other provisions of the Contract Documents.

The Contract Documents are divided into parts, divisions, sections and articles for convenient organization and reference. Generally, there has been no attempt to divide the specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

3-02. Examination and Verification of Contract Documents. The Contractor shall thoroughly examine and become familiar with all of the various parts of the Contract Documents and shall determine the nature and location of the Work, the general and local conditions (including applicable laws) and all other matters which can in any way affect the cost, progress or performance of the Work under this Agreement. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of the Agreement. No oral agreement or conversation with any officer, or employee of the City, or with the Engineer either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Contract Documents.

3-03. Contract Drawings. The Drawings consist of general drawings and show such plans, elevations, sections, details and schedules as are necessary to give a graphic and pictorial description of the contemplated construction. All authorized alterations affecting the requirements and information given on the Contract Drawings shall be in writing.

3-04. Coordination and Interpretation of the Contract Documents. These Specifications, the Plans, Special Provisions, and all supplementary Plans, drawings, and other Contract Documents are essential parts of the Contract, and a requirement occurring in one is just as binding as though occurring in all. These documents are intended to be integrated to describe and provide for a complete Work. In the event of a conflict in the Contract Documents, unless expressly indicated otherwise, the governing priorities are as follows:

1. A Change Order.
2. The Agreement.
3. Addenda. Subsequent Addenda shall govern over prior Addenda only to the extent specified.
4. Special Provisions.
5. In case of conflict between the Technical Specifications and the General Conditions, the Technical Specifications shall govern.
6. In case of conflict between Contract Drawings and the Special Provisions, the Contract Drawings shall govern in matters of quantity and the Special Provisions shall govern in matters of quality.
7. In case of conflict within the Contract Drawings involving quantities and quality, Contractor shall furnish the greater quantity and quality material and procedure.
8. In case of conflict within a plan sheet involving figured or numerical dimensions the profile shall govern over the layout.

9. In case of conflict within the Special Provisions involving quality of material or procedure, Contractor shall furnish the higher quality material and procedure.
10. Specific notes shall govern over other notes and other portions of the Plans except Schedules.
11. Larger scale drawings shall govern over smaller scale drawings.
12. Detail plans shall govern over standard plates.
13. Figured or numerical dimensions shall govern over dimensions obtained by scaling.
14. Where provisions of codes, safety orders, Contract Documents, referenced manufacturers' specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.

The Contractor shall not take advantage of any error, discrepancy or omission in any of the Contract Documents if such error, discrepancy or omission was or should have been apparent to Contractor. As soon as Contractor discovers any apparent error, discrepancy or omission, Contractor shall immediately notify the Engineer, so that the Engineer may make a determination on the matter, which determination shall be final, subject to Contractor's right to submit a claim in accordance with applicable provisions of the Contract Documents.

The Work shall be performed and completed according to the meaning and intent of the Contract Documents.

In the event of doubt or question arising concerning the true meaning of the Contract Documents or should it appear that the Work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, the Contractor shall submit a Request for Information ("RFI") to the Engineer for such further explanations as may be reasonable necessary and shall conform to the written explanation given as if part of the Contract Documents. The decision of the Engineer in such cases shall be final.

The Contractor shall anticipate that it will be necessary to prepare and submit RFIs regarding the Contract Documents. The City will respond to each RFI by no later than fourteen (14) days after receipt of the RFI, unless the RFI is of significant complexity. Furthermore, in the event that there are numerous RFIs pending, Contractor shall cooperate with the City in establishing a priority for responding to the RFIs, and potentially some RFIs may be responded to beyond the fourteen (14) day period.

Each RFI prepared by the Contractor shall be full and complete. Contractor shall prepare RFIs so as to not cause any delay to the progress of the Work and to not cause any impact to Contractor's labor productivity in the field. Contractor shall not assert any claims for delay or interference against the City if Contractor fails to timely submit any RFI to the City, after consideration of the response period allowed for the City.

The response to an RFI shall not, by itself, constitute a writing that authorizes the Contractor to perform any Work that causes an adjustment to either the Contract Time or the Contract Price. If the Contractor believes that any response to an RFI should constitute a compensable change, the Contractor shall provide a Notice of Potential Claim as provided in Section 11-02, below. The Contractor's failure to provide the required written notice shall constitute a waiver of the Contractor's right to seek a compensable changes based on the RFI response.

The Contractor shall examine all Contract Documents; shall verify all figures in the Contract Documents before laying out the Work; shall promptly notify the Engineer of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such non-conformities are discovered, shall obtain specific instructions in writing from the Engineer before proceeding with the Work. Contractor's performance of any Work affected by such non-conformities prior to Engineer's decision shall be at the Contractor's risk. Any Work that is customarily provided or that is reasonably inferable shall not relieve the Contractor from performing such work at no additional expense and/or delay, and such Work shall be performed as if fully set forth in the Contract Documents

SECTION 4. BONDS

4-01. Performance Bond. As a part of the execution of this contract, the Contractor shall furnish a performance bond (see attached City form) in an amount of 100 percent of the total Contract Price, as this sum is set forth in the agreement, executed by a surety specified in California Code of Civil Procedure section 995.310 and otherwise acceptable to the City.

4-02. Payment Bond. As a part of the execution of this contract, the Contractor shall furnish a payment bond (see attached City form) in a sum not less than 100 percent of the total Contract Price, as this sum is set forth in the agreement, executed by a surety specified in California Code of Civil Procedure section 995.310 and otherwise acceptable to the City.

4-03. Defective Material and Workmanship Bond. As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in an amount not less than 5 percent (5%) of the final Contract Price, to hold good for a period of one (1) year after the completion and Acceptance of the work, to protect the City against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the City before the final payment under this contract will be made.

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

At the time of execution of the Agreement, the Contractor shall, at its own expense, 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, its agents, representatives, employees or subcontractors.

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001), covering all operations by or on behalf of the Contractor and providing insurance for the limits of liability indicated below.
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury by accident; \$1,000,000 policy limit for bodily injury by disease; and \$1,000,000 each employee for bodily injury by disease.
4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, agents, 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. The additional insured endorsement for the general liability policy shall be at least as broad as CG 2010 10 01 combined with CGL Endorsement CG 2037 10 01. All endorsements must be approved in writing by the City. General Liability endorsements must include coverage for ongoing and completed operations, which coverage shall be maintained for four (4) years following completion of the Project.
2. Contractor's Commercial General Liability Insurance shall include coverage or endorsements for (1) Premises and Operations; (b) Produces and Completed Operations; (c) Broad form property damage (including completed operations); (d) explosion, collapse, and underground hazards; and (e) personal injury liability. Such insurance shall specifically cover the contractual liability of Contractor.
3. 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.
4. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, agents, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This shall be evidenced by such separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy.
5. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified herein; or (2) the fully coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
6. Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.
7. 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.
8. 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.
9. If there is an exposure to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or other Federal Acts or under laws, regulations, or statutes applicable to maritime employees, Contractor's Worker Compensation and Employer's Liability Insurance coverage shall be included for such injuries or claims.

5-05. Builder's Risk/Course of Construction Insurance. The Contractor shall be responsible for all loss, damage, or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion.

The Contractor shall secure "All Risk" type of Builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards included the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowed under the Builder's All Risk Policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

5-06. Pollution Coverage. Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damages arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than \$2,000,000. Contractor shall add the City and all parties required to be indemnified by Contractor as additional insureds on all pollution liability policies.

5-07. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

5-08. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-09. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Independent Contractor Status. The Contractor shall independently perform all Work required by the Contract Documents and shall not be considered as an agent or employee of the City, nor shall the Contractor's Subcontractors or employees be considered as subagents of the City.

The Contractor and the Contractor's Subcontractors shall be licensed in accordance with the laws of the State of California and as more particularly described in the bidding documents or elsewhere in the Contract Documents.

6-02. Superintendence By the Contractor. The Contractor shall supervise and direct the Work, which shall be performed in accordance with the requirements of the Contract Documents. The Contractor shall be solely responsible for implementation of all construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Agreement. The Contractor shall be solely responsible for the

safety of its employees, Subcontractors of any tier, Suppliers, visitors to the Contractor, and other third parties associated with the Contractor.

Before issuance of the Notice to Proceed, the Contractor shall designate, in writing, the Project Manager, Site Superintendent and Safety Officer for Contractor on the project. The City must approve each of these three positions before issuance of Notice to Proceed. Instances of misconduct, contract non-compliance, unsatisfactory performance, or incompetence by these personnel shall be grounds for the City to direct Contractor to dismiss them from the project; Contractor shall immediately comply with the City's request, at no cost to the City, and shall designate a replacement according to the above designation procedure.

Superintendent shall be assigned to the site full time and the Project Manager shall be present at the work site whenever actions of the elements necessitate its presence to take measures necessary to assure contract compliance and to protect the Work, persons or property. Any order or communication given to the Project Manager or Site Superintendent shall be deemed delivered to the Contractor.

If requested by the Engineer, Contractor shall provide daily reports signed by Contractor's Superintendent indicating the location and description of operations and details of the equipment and labor used to perform the items of Work. Such details shall include the description of the items of Work, names and classifications of laborers, hours worked, description of equipment used, equipment numbers, and hours equipment are in use, and hours equipment may be idle.

When the Contractor has more than one construction contract with the City, each contract shall have independent field offices, field staff, and superintendence.

Additional requirements for superintendence or project staffing may be included in the Technical Specifications.

6-03. Office of Contractor at Site. During the performance of this contract, the Contractor shall maintain a suitable office at the site of the work. The Contractor shall keep one copy of all Contract Documents (including Change Orders), approved Shop Drawings, correspondence, meeting minutes, approved progress payments, and all other records relating to the Work at the work site. These records shall be maintained in good order, and they shall be available to the City and its authorized representatives for review, inspection and copying.

6-04. Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City and its officers, directors, employees, and agents, including the Engineer, and the successors and assigns of any of them (collectively referred to as "Indemnitees") from and against all claims, demands, liability, suits, actions, costs or expenses for any and all loss or damage, including, but not limited to, personal injury, property damage, or economic loss, arising from or resulting from allegations of (1) Contractor's use of the City's property or any activities or Work performed hereunder by Contractor; (2) Contractor's performance of the Work under the Agreement; or (3) Contractor's breach of any provision of the Agreement. The duty of Contractor to indemnify and save harmless includes the duty to defend as set forth in Section 2778 of the civil Code. The only exception to these provisions is that Contractor's obligations under this section will not apply to the extent that claims, demands, liability, suits, actions, costs or expenses are caused by Indemnitees' active negligence, willful misconduct, criminal acts, or for defects in design furnished by the Indemnitees. Contractor waives any and all rights to any type of express or implied indemnity against Indemnitees. This indemnity shall survive termination or Acceptance of the Agreement.

Any person, firm or corporation that Contractor authorizes to work on the city's property, including Subcontractors, shall be deemed to be an agent of the Contractor for purposes herein, shall be subject to all the applicable terms herein, and shall be within the scope of Contractor's Indemnity obligation described herein.

6-05. Protection of Persons and Property. The Contractor shall assume all responsibility for public safety during performance of the Work, and all costs arising therefrom shall be included in the Contract Price. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish such, erect and maintain, at its expense, such fences, signs and other devices, and take such other protective measures as are necessary to prevent accidents or damage or injury to the public. The Contractor shall establish the pedestrian detours with comparable lighting to the original pedestrian areas. The Contractor shall arrange for such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions affecting traffic. For

Work in a public right-of-way, the Contractor shall comply with the rules and regulations of the State, County, or local entity, including the City, that owns that right-of-way.

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefor to the City, all safety and first aid requirements prescribed by all applicable Federal, State and local laws and regulations, rules and orders. The Work shall be done in a safe manner; and Contractor shall safeguard the safety and health of its employees, Subcontractors, and the people of local communities. Contractor shall also be responsible for ensuring that its Subcontractors comply with the provisions of this section.

Upon the failure of the Contractor to comply with any of the requirements of this section, the City shall have the authority, but not the duty, to stop the Work until such failure is remedied. Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price due to any such suspensions.

When required by the Contract Documents, the Contractor shall construct, maintain and remove detours for the use of public traffic, without additional cost to the City.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until such detours are in satisfactory condition for use by public traffic.

Due care shall be exercised to avoid injury to existing improvements or facilities, utility facilities, adjacent property and trees, shrubs and other plants that are not to be removed.

Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, sewer and waterlines, highway facilities, and any other improvements or facilities, under or above ground, that are within or adjacent to the work limit line shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work site, or as good as required by the Contract Documents if any such objects are a part of the Work. The City may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor, and the costs may be deducted from any monies due or to become due to the Contractor under the Agreement.

6-06. Hazardous Chemicals and Wastes. The Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of the Work. The Contractor shall immediately report any such release to the City. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the City by any agency as a result of such release and shall hold harmless, indemnify and defend the City from any claims arising from such release. For purposes of this section only, the term "claims" shall include:

1. All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and
2. Any claim, cause of action, or administrative or judicial proceeding brought against the City, its directors, employees, and agents for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including the City.

If the performance of the Work creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the City be identified as the generator. The Contractor shall notify the City of any such hazardous wastes and the City reserves the right to a copy of the results of any tests conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to its disposition. The Contractor shall hold harmless, indemnify and defend the City from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Contractor. Disposal of all Hazardous Materials must be done in accordance with all laws and regulations. Copies of a required regulatory documentation including copies of final manifests shall be supplied to the City.

6-07. Protection of City Against Patent Claims. The Contractor shall assume all costs arising from the use of patented materials, devices or processes, used on or incorporated in the Work and shall indemnify and save harmless the City, together with all of its officers, agents, servants and employees from all suits at law, or actions of every nature for, or on account of the use of patented materials, equipment, devices, processes. The Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or costs.

In the event such materials, equipment, devices or processes are held to constitute an infringement and their used enjoined, the Contractor, at its expense shall:

1. Secure for the City the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses, or
2. Replace such materials, equipment, devices or processes, or
3. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices, or processes and refund the sums paid therefor without prejudice to any other rights of the City.

6-08. Protection of Contractor's Work Property. The Contractor shall protect its work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under its control, until the completion and Acceptance of the work. Neither the City nor any of its agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-09. Regulations, Permits and Licenses. The Contractor acknowledges and agrees that, prior to submission to its bid for the work, it fully familiarized itself with the requirements of all federal, state, county, and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits.

The Contractor shall secure for all permits and licenses, including any applicable building permits (except those procured by the City), pay all charges and fees, and give all required notices necessary and incidental to the prosecution of the Work. Contractor shall be responsible for applying, paying all fees, and coordination for obtaining all permits for completion of the work.

The contractor and any Subcontractors shall each secure and maintain a valid City of Ukiah Business License. The City of Ukiah will issue a no fee encroachment permit to the Contractor allowing him or her to perform work within City right of way or within City property after the Contract Documents have been executed and insurance certificates and endorsements have been approved by the City.

The Environmental Quality Act (Public Resources Code, Section 21000 to 21176) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from State, the City, or other local agencies in connection with performing the Work. The Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations, and all permits, licenses and other authorizations shall be obtained in sufficient time to prevent delays to the Work.

6-10. Construction Utilities. The Contractor shall be responsible for providing all necessary utilities, including but not limited special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, and shall be responsible for payment of the same. For temporary utility services, the Contractor shall make its own arrangements with utility companies and pay all costs of these services directly to these utility organizations.

6-11. Approval of Contractor's Plans. The approval by the Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 or otherwise shall not relieve the Contractor of any responsibility for errors therein and is not assumption of risk or liability by the City or any officer or employee thereof. The Contractor shall have no claim on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, at Contractor's sole responsibility and risk, the plan or method proposed by Contractor.

6-12. Suggestions to the Contractor. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the City shall assume no responsibility thereof.

6-13. Subcontracting. The Contractor shall give its personal attention to the fulfillment of the Contract Documents and shall keep all Work under its control.

Nothing in the Contract Documents shall create any contractual relationship between the City and any subcontractor. The Contractor is fully responsible to the City for the acts and omissions of its Subcontractors of any tier.

When a portion of the Work, which has been subcontracted by the Contractor, is not being prosecuted in a manner satisfactory to the City, the Subcontractor shall be removed immediately upon the request of the City, and shall not again be employed with respect to the Work.

All requested substitutions of Subcontractors listed in the Contractor's Bid shall comply with Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 to 4114, inclusive).

The on-site production of materials produced by other than the Contractor's own forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in the Contract Documents.

The Contractor shall be responsible for coordinating the work performed by Subcontractors and Suppliers.

The Contractor shall pay any Subcontractors approved by the City for work that has been satisfactorily performed no later than ten (10) days from the date of Contractor's receipt of progress payments by the City. Within seven (7) days after receipt from the City of funds attributable to work performed by a Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor. In the event the Contractor does not make progress payments or release retentions to the Subcontractors in accordance with the time period(s) specified herein, the Contractor may be subject to prompt payment penalties per statute.

6-14. Lines and Grades. The Contractor shall perform all construction staking using a land surveyor licensed in the State of California. The Contractor shall provide a staking plan prior to commencement of the Work for the City's review, shall preserve and maintain monuments, bench marks, reference points and stakes, and shall update the plan as necessary. The Engineer may verify the field condition. In case of destruction, the Contractor shall replace all monuments, stakes, reference points and bench marks and the Contractor shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Errors or inconsistencies in the Contract Documents discovered by the Contractor shall be reported to the Engineer within 24 hours and prior to construction forms or related improvements. Any work installed without this requirements shall be subject to removal and replacement at the Contractor's expense.

6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the Work, without delay, all rejected materials or structures brought to or incorporated in the Work. If the Contractor fails to do so, or to make satisfactory progress in doing so within forty-eight (48) hours after the service of a written notice from the Engineer, the rejected material or work may be removed by the City and the City may deduct the cost of such removal from any payments that are due or may become due to the Contractor. Contractor shall not use any such rejected material in the performance of the Contract.

6-16. Proof of Compliance with Contract. In order that the Engineer may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to its compliance with such requirements.

6-17. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workers who may be employed by the City on any work in the vicinity of the Work to be done under this contract with the work of such contractors or workers. The Contractor shall make good promptly, at its own expense, any injury or damage that may be sustained by other contractors or employees of the City caused by Contractor.

Any difference or conflict which may arise between the Contractor and other contractors, or between the Contractor and workers of the City in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the City, the Contractor shall on that account have no claim against the City other than for an extension of time.

6-18. Removal of Unsatisfactory Employees. The Contractor and Contractor's Subcontractors shall, on the site of the Work, employ only such competent persons skilled in their respective lines of work. Whenever the Engineer notifies the Contractor that any person employed by or representing Contractor or any Subcontractor on the Work is, in the Engineer's opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to or otherwise threatens or abuses any City employee or representative or nay member of the public, or is otherwise unsatisfactory, Contractor shall remove or require its Subcontractor to remove the person from the Work and shall not return that person to the Work except with the consent of the Engineer.

6-19. Labor Code Requirements. At its own expense, the Contractor shall comply with all laws, rules, and regulations that pertain to Contractor's work force. Attention is directed to the following requirements of the California Labor Code.

1. Hours of Labor. Eight hours labor constitutes a legal day's work. The Contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the Agreement is made or awarded, forfeit \$25 for each worker employed in the performance of the Agreement by the Contractor or any subcontractor under Contractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code Section 1813. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of the Labor Code and notwithstanding any stipulation inserted in any contract pursuant to the requirements of these sections, work performed by employees of the Contractor or subcontractor in excess of 8 hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of 8 hours per day and in excess of 40 hours during any one week at not less than 1½ times the basic rate of pay, as provided for in Section 1815. In addition, contractor/subcontractor may be required to pay double the basic rate of pay for all hours worked in excess of 12 hours in any workday and under other circumstances. (See California Code of Regulations sections 16100(c)(6), 16200(a)(3)(F) and applicable prevailing wage determinations.)
2. Labor Non-Discrimination. Section 1735 of the Labor Code states that the Contractor shall not discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status of such persons, except as provided in Section 12940 of the Government Code.
3. Payroll Records. The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for compliance with these provisions by its subcontractors.
 - a. The Contractor and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:
 - i. The information contained in the payroll record is true and correct.
 - ii. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
 - b. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - ii. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement of the Department of Industrial Relations.
 - iii. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof. However, a request by the public shall be made through either the City, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (ii), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public may not be given access to the records at the principal office of the Contractor.
- c. Unless required to be furnished directly to the labor Commissioner in accordance with paragraph (iii) of subdivision (a) of section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division. The payroll records may consist of printout of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
- d. Contractor and each subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- e. Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the City or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186 c(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.
- f.
 - i. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records of certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individuals' name, address, and social security number.
 - ii. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.
- g. Contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall,

within five working days, provide a notice of a change of location and address.

- h. The Contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period he or she shall, as penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
 - i. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
 - j. The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
 - k. The director shall adopt rules consistent with the California Public Records act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (title 1.8 (commencing with section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.
4. Apprentices. The Contractor shall fully comply with the requirements of Sections 1777.5 and 1777.6 of the California Labor Code and the regulations of the California Apprenticeship Council. In accordance with Section 1777.5, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided for therein. The Contractor shall require each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work to comply fully with Sections 1777.5 and 1777.6 of the Labor Code. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the State Division of Apprenticeship Standards and its branch offices.

6-20. Prevailing Wages.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics. This Agreement may be subject to both federal and state prevailing wage laws. The federal requirements (Davis-Bacon Act) will be provided if applicable. The state requirements are set forth herein. To the extent the contract provisions required by the Federal and State law are inconsistent, the Contractor is responsible for complying with the more comprehensive or strict requirements.
2. The Contractor and any Subcontractor shall comply with the California Labor Code Sections 1774 and 1775. In accordance with said Section 1775, Contractor and any subcontractor under Contractor shall forfeit as a penalty to the state or the City not more than \$200 for each calendar day or portion thereof, for each worker paid less than the prevailing rate as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for under the Contract by the Contractor or, except as provided in Subdivision (3), below, by any subcontractor under the Contractor.

The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following: (i) whether the failure to pay the correct rate of per diem wages was due a good-faith mistake, and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or subcontractor; and (ii) whether the Contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or subcontractor to pay

the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or subcontractor.

The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

If the amount due under this section is collected from the Contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

3. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties described above unless the Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with all of the following requirements:
 - (a) The contract executed between the Contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1776, 1777.5, 1813, and 1815 of the Labor Code.
 - (b) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (c) Upon becoming aware of the subcontractor's failure to pay his or her workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public work project.
 - (d) Prior to making final payment to the subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amount due pursuant to 1813 of the Labor Code.
4. Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate per diem wages.
5. Pursuant to the provisions of Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages applicable to categories of workers the City anticipates will be utilized for this project for straight time, overtime, Saturday, Sunday and holiday 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, or if no collective bargaining applies, those holidays identified in Government Code Section 6700. Prevailing wage rates for this project are available at the Financial Services Manager's office, located at 411 West Clay Street, Ukiah, CA 95482. In the event that the Contractor intends to utilize categories of workers different from, or in addition to, those anticipated by the City, it shall be Contractor's responsibility to bring such categories of workers to the City's attention

immediately, and to obtain the appropriate wage rate from the Department of Industrial Relations (with the City's assistance if necessary). (See Title 8 California Code of Regulations Section 16202.)

The Contractor shall post general prevailing wage rates at a prominent place at the site of the work.

6. Pursuant to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204, changes in general prevailing wage determinations shall apply to the project only if issued by the Director of Industrial Relations prior to the City's bid issuance date.
7. City will not recognize any claim for additional compensation based on the payment by the Contractor of any increased wage rate required during the term of the Agreement to the state prevailing wage rate, or the federal minimum wage rate. The possibility of wage increases during the course of the Agreement is one of the elements to be considered by the Contractor in determining the bid and any such wage increases will not, under any circumstances, be considered as the basis for a claim against the City.
8. When both California and Federal prevailing wage rates apply, the Contractor and any subcontractors shall pay their workers the higher of the two rates. The Contractor and any subcontractors shall insert this clause in any lower tier contract.
9. Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed on a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

6-21. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash, debris, garbage, or waste material, but shall maintain the site in a neat, orderly, safe and healthful condition until completion and Acceptance of the Work. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

Before final inspection of the Work, the Contractor shall clean the work site and all ground occupied by Contractor in connection with the Work of all rubbish, excess materials, falsework and temporary structures and equipment. All parts of the Work shall be left in a neat and presentable condition. Contractor shall implement a program of proper cleaning and "housekeeping" practices, employee training and other measures as needed to consistently maintain a clean Work site and shall at all times take all measures necessary to protect work in place and materials and equipment stored on site from contamination by dust, dirt, debris or mold. Full compensation for cleaning up and protection of work, materials and equipment is included in the prices paid for the various Contract items of work, and no separate or additional payment shall be made for cleaning up and protection of work, materials and equipment.

6-22. Disposal of Material Outside the Work Site. Unless otherwise stated elsewhere in the Contract Documents, the Contractor shall, at its own cost and expense, make its own arrangements for disposing of materials outside the work site.

When any material is to be disposed of outside the work site, the Contractor shall first obtain written permission from the City to dispose of the material at the intended location. The City's approval will be contingent upon Contractor obtaining a written permit from the property owner on whose property the disposal is to be made. Prior to the disposal of any material at the intended location, Contractor shall submit said permit or a certified copy thereof to the City, together with a written release from the property owner absolving the City from any and all responsibility related to the disposal of material on said property.

Disposal of all Hazardous Materials must be done in accordance with all laws and regulations. Copies of a required regulatory documentation including copies of final manifests shall be supplied to the City.

6-23. Guaranty of Work. Notwithstanding inspections and Acceptance by the City of Work furnished under the Contract Documents, the Contractor warrants that all materials and equipment furnished will be of good quality and new, that the Work will be free of defects in material or workmanship, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

This warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

The Contractor agrees to correct all defective Work discovered by the City during a period of one year from the date of acceptance of the Agreement by the City or Relief from Maintenance, whichever occurs first, or for such periods of time as set forth elsewhere in the Contract Documents. In addition to making corrections, repairs and/or replacements of any defective Work, Contractor shall correct, repair and/or replace any components of the Work that are damaged as a result of such defective materials, equipment and/or workmanship. Such corrective work shall be at the sole expense of the Contractor and shall be performed in a timely manner at the reasonable convenience of the City.

The City is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or its agent, the Contractor shall neglect to commence to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of these Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 10 percent of the final Contract Price, which shall be effective for a period of one (1) year after the completion and Acceptance of the work.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain responsible for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

6-24. Payment of Taxes. Contractor shall pay all taxes and duties applicable to and assessable against any Work, equipment, materials, services, processes, and operations incidental to or involved in the Agreement, including but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The Contractor will maintain records that are auditable records, and these records shall be subject to the City's review to verify that Contractor's tax payments are current at all times.

The Contract Price shall include full compensation for all taxes, which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate or any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the City, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Agreement.

The Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether Federal, State or local, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Personal Liability. Neither the City's Council members, City Manager, Officers, Agents, Representatives, nor Employees shall be personally responsible for any liability arising under or by virtue of this Agreement.

7-02. Authority of the Engineer. The City has the final authority in all matters affecting the Work covered by the Contract Documents.

With respect to Contractor's performance of the Work, the Engineer shall have the authority to enforce compliance with the Contract Documents. In accordance with the Contract Documents, the Contractor shall promptly comply with all instructions from the Engineer, and the Engineer shall have the authority to enforce and make effective such decisions and orders in the even the Contractor fails to promptly carry out the same.

The Engineer's estimate and decision in all matters shall be final and binding, and shall be a condition precedent to any payment under the Contract Documents.

7-03. Inspection. The City and all of its representatives, including but not limited to the Engineer, shall at all times have safe access to the Work and shall be furnished with every reasonable facility for ascertaining that the workmanship and materials are in accordance with the requirements and intentions of the Contract Documents. All Work done and all materials furnished shall be subject to the Engineer's on-site and off-site observation.

Contractor shall give notice not less than three (3) working days in advance of the beginning of the work on any such material or of the beginning of any such test to allow the Engineer to make arrangements for inspecting and testing or witnessing the inspection or testing, if such inspection and testing or witnessing are deemed beneficial by the Engineer or are required by the Contract. The observation and/or approvals of the workmanship or materials by the Engineer shall not relieve the Contractor of any obligation to fulfill the requirements of the Contract documents. Workmanship and materials not meeting such requirements shall be corrected, and unsuitable Work or material may be rejected, notwithstanding that such Work or materials have been previously observed and/or approved by the City, or that payment therefor has been included in a progress estimate.

If the Engineer considers it proper and practicable, the Engineer will, at the written request of Contractor, cause materials intended for use in the Work to be inspected at the point of production or manufacture. The Engineer may at any time cause such an inspection, however, it will not be undertaken until the Engineer is assured of the cooperation and assistance of both Contractor and the material producer. The Engineer or the Engineer's authorized representative(s) will have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. Notwithstanding the foregoing, the City shall have no obligation to inspect materials at the source of supply.

Unless authorized by the Engineer, any work done in the absence of an Inspector that is completed or in progress shall be subject to inspection. If required by the Engineer, Contractor shall furnish all tools, labor, materials, and other facilities necessary to make such inspection, even to the extent of uncovering or taking down portions of the finished work. Contractor shall pay the cost of such inspection and removing any defective work and performing any necessary reconstruction.

The Engineer may order re-examination of questioned Work at any time before final Acceptance. If so ordered, the Contractor shall uncover the Work. If such work is found to be in accordance with the Contract Documents, the City will pay for the cost of uncovering, removing, recovering and replacing the parts removed; but if such Work so exposed or examined is not in accordance with the Contract Documents, the uncovering, removal, recovering and replacement shall be at the Contractor's expense. Work that has been covered prior to observation by the City, does not qualify as re-examined work; the City may order such work uncovered for observation without payment of any costs.

7-04. Rights-of-Way. To the extent indicated in the Contract Plans, the City will provide the rights-of-way over private lands or the site to enable the Contractor to perform its work. Contractor shall be solely responsible for securing any additional rights-of-way desired by the Contractor. The City will not be a party to nor assume any liability for any separate agreements reached between Contractor and any third parties with respect to these additional rights-of-way. The Contractor shall produce evidence that agreements are in place with said third parties

before the Contractor uses those areas covered by the agreements. Any damage to such private lands caused by Contractor's operations shall be the sole responsibility of Contractor.

7-05. Retention of Imperfect Work. If any portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Contract Documents, and if the defect is not of sufficient magnitude or importance to make the Work or any portion of the Work dangerous or undesirable, the Engineer may, but is not obligated to, retain such work instead of requiring the work to be removed and reconstructed. The Engineer may make such deduction from the payments due or to become due the Contractor as may be determined appropriate by the Engineer to account for the defect or pay the City's costs of removal and reconstruction.

7-06. Changes in the Work. The City, without invalidating this Agreement and without notice to Contractor's surety, may order changes in the Work, consisting of additions, deletions, or other revisions. The Contract Price and the Contract Time shall be adjusted accordingly. All such changes in the Work, including changes in the Contract Price and the Contract Time, shall be authorized only by Contract Change Order, signed by the City. If Contractor claims that performance of any work entitles it to additional compensation or to an extension of the time for performance of the Work, Contractor shall provide written notice to the City of any such claim prior to undertaking such work. Contractor shall provide written notice of any anticipated impacts to the Contract Price or Contract Time within three (3) days of discovering such impact, by submitting the Notice of Potential Claim described in Section 11-02, below, or notice of delay as described in Section 9-02, below. If the City refuses to issue a Change Order for such work, Contractor shall perform that work if directed or obligated to do so and shall submit a complete and specific claim for additional compensation and/or extension of the time for performance within fifteen (15) days after such work is performed. Failure to provide written notice of claim prior to undertaking such work, or failure to submit timely a complete and specific claim for additional compensation and/or extension of the time for performance, shall be deemed a waiver and abandonment of any such claim. No claim, dispute or controversy shall interfere with the progress or performance of the Work and Contractor shall proceed with the Work as directed by the City. Failure to so proceed shall amount to a default under this Agreement.

Any changes will be set forth in a written Contract Change Order issued by the City. The Contract Change Order will specify:

- (1) the Work to be done in connection with the change to be made;
- (2) the amount, if any, of the adjustment of the Contract Price, and the basis for compensation for the changed work ordered; and
- (3) The extent of the adjustment in the Contract Time, if any.

A Contract Change Order shall not become effective until an authorized representative of the City has signed it. Upon receipt of an approved Contract Change Order, the Contractor shall promptly proceed with the ordered work, unless otherwise provided in the approved Contract Change Order, or unless Contractor was previously directed to perform the work, in which case Contractor will track the work as provided in the Section 10-09 below.

A Contract Change Order signed by both parties is an "executed Contract Change Order." By signing the Contract Change Order, the Contractor agrees that the specified compensation constitutes full compensation for the changed Work, including payment for interruption, disruption, acceleration, extended overhead, delay or any other "impact" claim or "ripple effect" claim. Contractor specifically understands and agrees that its execution of the Contract Change Order shall constitute a waiver of any right for Contractor to claim any additional compensation with respect to the subject matter of the Contract Change Order.

Adjustments to the Contract Price shall be determined as provided for in section 10-08 of these Special Provisions and Adjustments to the Contract Time shall be determined as provided in Section 9-02 of these Special Provisions.

Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

7-07. Differing Site Conditions. No later than twenty-four (24) hours of discovery of any purported differing site conditions and before such conditions are disturbed, the Contractor shall notify the City in writing of: (1) material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law, (2) subsurface or latent physical conditions at the site differing materially from information made

available to the Contractor before the submission of its bid, or (3) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

In the event conditions as described in (1), (2) or (3) above are discovered, the Contractor shall continue to diligently prosecute the work in the other portions of the site not affected by such conditions. The Contractor shall also use its best efforts to prevent and/or minimize delays or disruptions to the affected portions of the work.

The City will promptly investigate the purported differing site conditions. If the City finds that such conditions do materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Agreement, an equitable adjustment shall be made and the Agreement will be modified in accordance with the Change Order procedures set forth herein. In the event of any dispute between the City and the Contractor over the significance or existence of the changed conditions, the Contractor shall not be excused from the scheduled completion date set forth herein, but shall retain such rights as provided elsewhere in these Contract Documents.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required by this Section. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

7-08. Additional Drawings by City. In addition to these drawings made part of this Contract at the time of execution, but incorporation or reference, the Engineer may furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions, Contract Drawings, or other Contract Documents and the Contractor shall make its work conform to all such drawings.

7-09. Additional and Emergency Protection. Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the Work, or of adjacent structures or property and immediate action is necessary in order to protect the public, any person or any property or property interest ("emergency work"), the Engineer, with or without notice to the Contractor may, but is not obligated to, take such action to obtain or provide for such work or material as the Engineer may consider necessary and adequate to furnish such protection.

The City's cost to perform, obtain or provide such action, work and material so furnished shall be paid by the Contractor and may be deducted by the City from any payment due or to become due to the Contractor.

The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor from its responsibility or liability for any damages which may occur during or after any actions have been taken by the Engineer.

7-10. Suspension of the Work. If the Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the City may, in writing, order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor shall immediately comply with the City's written order to stop the Work. Contractor shall resume Work as and when ordered to do so by the City. Any stoppage of the Work under this section shall be at Contractor's expense, and Contractor shall have no claim against the City based on Contractor's failure to perform the Work in accordance with the Contract Documents.

In addition to the City's right to stop Work, the City may order Contractor to submit to the City, at no additional cost to the City, additional information concerning Contractor's planned Work if Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents. The additional information ordered by the City may include, but is not limited to, preparation of submittals or Working Drawings not otherwise required to be submitted under the Contract Documents.

In the event the City discovers that the Contractor has created an unsafe condition, the City may arrange for other work forces to remedy the condition. (Such remedial Work will be at the sole discretion of the City.) If this action is required, the City may unilaterally terminate Work under the Agreement, and will pay only for the quantities of Work

actually performed, less the cost of the City's remedial Work. In the event that Work is not halted, the Contractor must take immediate steps to correct the situation. There will be no extra payment for Work required to correct unsafe conditions.

The right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of the City's other rights under the Contract Documents. The City's right to stop the Work shall not relieve the Contractor of any of its responsibilities under or pursuant to the Contract Documents.

7-11. Termination of the Contract for Cause.

An "Event of Default" as referred to in this section shall occur if the Contractor:

1. Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or
2. Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or
3. Persistently or repeatedly fails or refuses to supply sufficient properly skilled workers or proper material to permit the performance of the Work in accordance with the Contract Documents; or
4. Fails to make prompt payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and Subcontractor and Contractor and Supplier; or
5. Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or
6. Abandons, assigns or sublets the Agreement without approval of the City; or
7. Becomes bankrupt or is subject to appointment of a receiver on behalf of Contractor; or
8. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the City's reasonable belief that there has been an Event of Default by Contractor, the City may elect to give the Contractor written notice thereof. The Contractor thereafter shall cure the default as soon as possible and in no event after ten (10) days from Contractor's receipt of the City's written notice.

If the Contractor does not timely cure its default, the City may, without waiver of any of its other rights and remedies, elect to terminate the Agreement, or portion thereof.

Upon the City's election to terminate the Agreement, or portion thereof, the City shall have the right to complete the Work, or the portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the City deems advisable. The City shall have the right to take possession of the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for fair wear and tear. The Contractor shall have no rights in such property during its use by the City. The City shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the City's sole judgment, best accomplish such completion.

The expense of completing such Work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by the City, shall be charged to the Contractor, and the expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Agreement, then the Contractor or its surety or sureties shall promptly pay the amount of such excess so due. When the City terminates the Agreement under this section, the Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The City will issue to the Contractor a written notice specifying that the Agreement, or portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop all Work under the Agreement; or if partial termination, stop Work relating to the terminated portion of the Agreement;
2. Perform Work the City deems necessary to secure the work site for termination including measures to leave the worksite in a safe condition.
3. Remove equipment from the site of Work, as specified by the City.
4. Take such action as is reasonably necessary to protect materials from damage.
5. Notify all Subcontractors and Suppliers that the Agreement or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City.
6. Provide the City with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the City may request;
7. Dispose of materials not used in the Work as directed by the Engineer. It shall be the Contractor's responsibility to provide the City (a) with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made by the City and (b) with bills of sale or other documents of title for such materials;
8. Subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of Subcontracts or orders for materials terminated hereunder. To the extent directed by the City, the Contractor shall assign to the City all rights, title and interests of the Contractor under subcontracts or orders for materials terminated hereunder. The City shall be at liberty to negotiate with and engage any Subcontractors who had contracted with Contractor for the Work.
9. Furnish the City with the documentation required to be furnished by the Contractor under the provisions of the Contract Documents, including, on projects as to which federal funds are involved, all documentation required under the federal requirements included in the Agreement; and
10. Take such other actions as the City may direct.

If only a portion of the Work has been terminated, Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with the City or others in their performance and completion of the portion of the Work which was terminated.

The City may recover from Contractor the amount of any loss or damage, including consequential damages, suffered or incurred as a result of Contractor's default.

7-12. Termination for Convenience of the City. The City may terminate the Agreement, in whole or in part, at any time and for any reason, whenever the City shall determine that such termination is in the best interests of the City.

Any termination which is not based on the circumstances set forth in Section 7-10 above shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Agreement is terminated, and the date upon which such termination becomes effective. In such event, Contractor shall be paid for all actual substantiated direct costs of materials furnished and Work performed up to the date of termination plus the markup allowed on labor, equipment, and materials as provided in the Force Account Provisions, herein.

Upon Contractor's receipt of a written notice of termination for convenience, the Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in Section 7-10 above.

In the event that the City terminates this Agreement under Section 7-10 above and it is determined for any reason that there was not sufficient cause to do so, the City's termination automatically will convert to a termination for convenience under this Section and the terms and conditions outlined in this Section automatically will be applied to effectuate the Agreement termination. Thus, damages to which a Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this section.

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

8-01. General Quality. Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

8-02. Materials and Equipment Specified by Name. For convenience in designation in the Contract Documents, certain articles or materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer and its catalog information. Except in those instances where the product is designated to match others in use in a particular improvement, either completed or in the course of completion, the use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

1. The Contractor shall submit its request in writing for an alternative article or material. Such request shall be made in ample time to permit review and approval without delaying the Work. Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price based on any Contractor-proposed substitution.
2. No such request will be considered unless accompanied by complete information and descriptive data necessary to determine whether the offered materials, articles, or equipment is equal to the specification in the Contract Documents. Samples shall be provided when requested by the City. The Contractor shall satisfy the City as to the equal quality, suitability or performance of the offered materials, articles or equipment. In the event that the City rejects the use of such alternative materials, articles or equipment, then one of the particular products designated by brand name will be furnished.
3. The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor, and it shall furnish all information necessary as required by the City. The City shall be the sole judge as to the quality and suitability of alternative articles or materials and its decisions shall be final. Where use of an alternative material involves redesign of, or changes to, other parts of the Work, the cost and the time required to effect such redesign or changes will be considered in evaluating the suitability of the alternative material. Cost of redesign by the City will be borne by the Contractor.
4. Whenever classification, rating or other certification by a body such as UL or NEMA is a part of the specification for any material, Contractor's request for use of alternative articles or materials shall be accompanied by reports from the listed or equivalent independent testing laboratory indicating compliance with the Contract Documents. The cost of all testing required to prove equality of the material proposed shall be borne by the Contractor. Approval of an alternative shall be only for the characteristics or use named in such approval, and shall not be used to change or modify any requirement of the Contract Documents.

8-03. Source of Materials. Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

The Engineer may require Contractor to provide information on the source of supply of materials for the Work and may require that the Engineer's approval be obtained prior to Contractor securing any or all materials. The Engineer may require Contractor to submit representative samples of materials for inspection and testing by City.

Even though a source of supply has been approved, the approval shall not prevent subsequent disapproval or rejection of materials, if the quality of the product or material is later determined to be below the standard or requirements set by any of the Contract Documents

8-04. Storage of Materials. All Materials shall be delivered, stored, and handled in a manner that protects them from damage, moisture, dirt, and intrusion of foreign materials. Ordering and delivery of materials should be planned according to the work progress to minimize storage on site, where there are higher possibilities of damages and deterioration of materials. Materials delivered should be checked against the specifications and approved samples.

8-05. Drawings, Samples and Tests. As soon as possible after execution of the contract, the Contractor shall submit to the Engineer, in quintuplicate, sufficient information including, if necessary, assembly and detail drawings to demonstrate fully that the equipment and materials to be furnished comply with the provisions and intent of the Contract Documents. If the information thus submitted indicates the equipment or materials is acceptable, the Engineer will return one copy stamped with the Engineer's approval; otherwise, one copy will be returned with an explanation of why the equipment or material is unsatisfactory. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material.

Contractor's Working Drawings shall be subject to approval insofar as the details affect the character of the finished Work and for compliance with design requirements applicable to the construction when specified or called for, but details of the design will be left to the Contractor who shall be responsible for the successful construction of the Work. The Engineer shall approve working Drawings before any Work involving such drawings is performed. It is expressly understood that approval of the Working Drawings shall not relieve the Contractor of any of its responsibility under the Agreement of its obligations under the Contract Documents.

When requested by the Engineer, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by the Engineer. Samples shall be secured and tested whenever necessary to determine the quality of the material.

SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods. The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of its methods of execution of the Work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, the Engineer may order the Contractor to increase or improve its facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from its obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of its plant, equipment and methods.

9-02. Beginning of Work. After execution of the Agreement by both parties, the City will issue a Notice to Proceed upon its determination that it is appropriate for the Contract Time to commence.

Within fifteen (15) days after the effective date contained in the Notice to Proceed, and subject to the requirements stated elsewhere in the Contract Documents regarding, among other things, the submittal of a Construction Schedule, the Contractor shall commence Work at the site and shall diligently and prosecute the Work to final completion within the time limit provided in the Contract Documents. Contractor shall also achieve any and all Agreement milestones as described elsewhere in the Contract Documents.

The Contractor shall notify the City, in writing, of its intent to begin Work at the site.

9-03. Delays and Extensions to the Work. Contractor must complete all Work within the time specified in the Agreement. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any delay in substantially completing the Work (or parts thereof)

beyond the time set forth in the Agreement, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of public enemy, fire, floods, abnormal weather (as described below), tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, fire, changes made pursuant to the provisions of "Changes in Work" elsewhere in the Contract Documents or acts or neglect of the City not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent the delays and minimize the effects thereof; and
2. That the Contractor notifies the Engineer in writing within three (3) days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documentary proof that he has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, in the form of schedule data as requested by the Engineer or as otherwise required by the Technical Specifications, that the inability to obtain such materials when originally planned did in fact cause a delay in final completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the city that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents or to materials, parts, articles or equipment furnished by the City.

No extensions of time will be granted for delays that have no measurable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of days lost on the critical path or controlling operations of the Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

Within a reasonable period of time after the Contractor submits the notice and information required by this section, the City will determine whether an extension of time is justified and, if so, the number of days for the extension.

Abnormal weather may be a valid basis for a time extension under the Agreement. "Abnormal weather" occurs when the number of days of rain above 0.5 inches in a 24 hour period exceeds the average for such rainfall in a particular month as determined by the National Weather Service. Contractor will only be entitled to, at most, a time extension for the number of days of rain exceeding the average for that month in the locale where the Work is to be performed. If delays are caused by Contractor or those for whom Contractor is responsible, Contractor will only be entitled to, at most, a time extension for the number of rain days exceeding the average for the month when the Work should have been performed.

In addition, before a time extension may be granted for abnormal weather, Contractor must establish that the rain either significantly impacted at least sixty percent (60%) of the planned work of the controlling operations for a particular day or prohibited at least five (5) hours of work on the controlling operations planned for that day. Contractor shall employ reasonable methods to mitigate the impact of abnormal weather (i.e., dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

In the event that the project experiences favorable weather for a particular month (e.g., a number of actual rain days in a month less than that indicated in the above table for allowable rain days per month), the additional float resulting from such favorable weather shall accrue to the project.

9-04. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

SECTION 10. PAYMENT

10-01. Schedule of Values. Within ten (10) days after the bid opening, but in any event prior to execution of the Agreement, the Contractor shall submit to the City a detailed Schedule of Values.

Upon its approval, the Schedule of Values will form a basis for determining the compensation payable to the Contractor based on its actual progress of Work with respect to each Lump Sum Bid Item. The City, prior to any progress payment being made, must approve the Schedule of Values.

At the Engineer's discretion, the approved Schedule of Values may be used as the basis of calculating the adjustment in compensation for a Lump Sum Bid Item due to changes ordered by the City. When an ordered change increases or decreases the quantities shown in an approved Schedule of Values, at the Engineer's discretion, the adjustment in compensation may be determined in the same manner specified for increases and decreases in the quantity of a bid item of work in accordance with Section 10-08(2).

10-02. Progress Payments. On a monthly basis, the Contractor shall submit Applications for Payment in a form approved by the City. The Contractor's Applications shall be based on the Schedule of Values submitted with the Contractor's bid. These applications shall be supported by (1) documentation requested by the City to substantiate the payment request; (2) statutory releases from the Contractor and all subcontractors and suppliers pursuant to Civil Code section 8132 through 8138; and (3) certified payroll records for the period for which payment is requested. Specifically, the Contractor will submit conditional waivers upon progress payment executed by all contractors and suppliers that will be receiving sums sought in the instant payment request and also submit unconditional waivers upon progress payment executed by all contractors and suppliers that have been paid to the date of the payment request. The Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the City, the Contractor shall submit receipts, invoices and other documentation that the City requires to be furnished for the purpose of evaluating the application.

Pursuant to Public Contract Code Section 20104.50, the city will pay the Contractor within thirty (3) days after its receipt of an undisputed and properly submitted Application for Payment, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) days of its receipt of Contractor's Application for Payment, the City will determine whether it complies with the provisions of the Contract Documents. As appropriate, the City will return the application to the Contractor accompanied by a document prepared by the City setting forth the reasons for rejection. Thereafter, the Contractor shall correct and resubmit the Application for Payment. The City's failure to timely return the application shall not be considered a breach of the Agreement.

Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The City may deduct the following from each progress payment:

1. An amount equal to one hundred percent (100%) of the amount claims under any stop payment notice or other lien filed against the Contractor, plus an amount to provide for the reasonable cost of litigation thereunder;

2. Any liquidated damages or assessments that have accrued as of the date of the application for payment.
3. Any sums expended by the City in performing any of the Contractor's obligations under the Agreement that the Contractor has failed to perform.
4. Any other sums that the City is entitled to recover from the Contractor under the terms of the Agreement, including damages to the City's property.

The failure of the City to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the City's right to such sums.

The estimate shall be signed by the Engineer and, after approval, the City shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 95 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Retention on Progress Payments. From each progress payment estimate, five percent (5%) will be deducted and held in retention by the City, the remainder less any deductions described above will be paid to the Contractor as progress payments.

Pursuant to Public Contract Code Section 22300, the Contractor submit securities in lieu of retention payments by the City. Upon the Contractor's request, the City will make payment of funds withheld from progress payments, pursuant to the requirements of Public Contract Code 22300, if the Contractor deposits in escrow with the City or a bank acceptable to the City, securities eligible for investment under California Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and the City under the following conditions:

1. The Contractor shall bear the expenses of the City and the escrow agent in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section
3. The Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall be substantially similar to the form provided in California Public Contract Code Section 22300.
4. The Contractor shall obtain the written consent of the surety to such agreement.

10.04. Title. Title to Work for which progress or other payments have been made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of progress payments, full title shall pass to the City at time of delivery or completion of the Work. Work to which the City has received title by reason of progress payments shall be segregated from other Contractor and/or Subcontractor materials related to the Work and clearly identified as the City property.

The title transferred as above shall in each case be good and free and clear from any and all security interests, liens, and/or other encumbrances. The Contractor shall not pledge or otherwise encumber any item in any manner that would result in any lien, security interest, charge, and/or claim against said items.

The transfer of title as specified above shall not be deemed as an acceptance of the Work by the City, nor relieve the Contractor from its obligation to perform the Work in accordance with the Contract Documents. Contractor shall still be obligated to protect the work from damage until the City's acceptance of work.

10-05. Final Inspection and Acceptance of the Work. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily.

When the Contractor believes that the entire Work is fully and finally complete, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents, and the completion of all punch list and clean up items, the Contractor shall submit to the Engineer a written request for Final Acceptance within fifteen (15) days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within thirty (30) days after receipt of the request for Final Acceptance, the City will inspect the Work and will either:

1. Reject the request for Final Acceptance, specifying the defective and/or uncompleted portions of the Work; or
2. Advise the Contractor that Acceptance of the project will be recommended to the City Council at the next available regularly scheduled City Council meeting and provide the Contractor with a Notice of Final Acceptance after acceptance by the City Council.

If the City rejects the request for Final Acceptance, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again submit a written request for Final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until the City has verified that the Work is fully and finally completed and the City Council has accepted the project as complete. Immediately upon and after notification from the Engineer that the City shall be recommending Acceptance of the project, the Contractor will be relieved of the duty of maintaining the Work as a whole. Upon Acceptance by the City Council, the City will issue a Notice of Final Acceptance to the Contractor.

All warranties commence upon Final Acceptance of the Work.

The City's Final Acceptance of the Work shall not be construed as an Acceptance by the City of any latent defects discovered with the Contractor's Work. Furthermore, the Contractor's obligations under Section 6-05 (Indemnification) shall remain applicable after the City's grant of Final Acceptance of the Work.

10-06. Final Payment and Claims. Final payment will be made only after the Contractor has achieved Final Completion of the Work pursuant to Section 10-04 (Final Inspection and Acceptance of the Work).

Before final payment can be made, the Contractor shall have furnished the City with the following:

1. All As-Built drawings, catalogues, instruction sheets and information as required by the Contract Documents.
2. One signed copy of the Release as discussed below in this section and on a form furnished by the City.
3. Conditional Waivers and Releases Upon Final Payment executed by the Contractor and all subcontractors and suppliers, as provided by Civil Code section 8136. Unconditional Waivers and Releases upon Final Payment, as provided in Civil Code section 8138, executed by Contractor and all subcontractors and suppliers, will be provided for all subcontractors and suppliers that have been paid in full. Contractor will submit such releases for subcontractors and suppliers that will be receiving part of the final payment within fifteen (15) days of receipt of such final payment.

Within thirty (30) days of the date of the City's Notice of Final Acceptance, the Contractor shall prepare and submit a proposed Final Invoice, showing the proposed total amount due the Contractor, segregated by Bid item quantities, Change Order Work, and other basis for payments; deductions made or to be made for prior payment; and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Invoice for Final Payment. Payments to the Contractor will be made only for the actual quantities of the Agreement items of work constructed in accordance with the Contract Documents.

Submitted with Contractor's proposed Final Invoice shall be its final documentation with respect to any claims that the Contractor has elected to continue to pursue; if there are no such claims, Contractor shall include a statement that there are no outstanding claims regarding the Work. Contractor will have no right to pursue any claim unless Contractor has fully complied with the conditions for notice and submission of such claims as in these Contract Documents.

The City will review the Contractor's proposed Final Invoice and necessary changes or corrections will be forwarded to the Contractor. Within ten (10) days thereafter, the Contractor shall submit a revised proposed Final Invoice incorporating changes or corrections made by the City together with any new claims resulting therefrom. Upon approval by the City, the corrected proposed Final Invoice will become the approved Final Invoice.

If no claims are submitted with the proposed Final Invoice, and agreements are reached on all questions regarding the proposed Final Invoice, the City in exchange for an executed release, satisfactory in form and substance to the City as provided below, will pay the entire sum found due on the approved application. However, the City will

withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Sections 9350 et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

If the Contractor does submit claims with the proposed Final Invoice, then upon final determination of all the Contractor's claims, the City will pay the entire sum found due upon the final invoice, including the amount, if any, allowed on claims, except that the City will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Sections 9350 et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

Claims filed by the Contractor shall be fully supported and made in sufficient detail to enable the City to ascertain whether the basis and amount of said claims are valid. If additional information or details are required by the City to determine the validity of the claims, Contractor shall furnish such further information or details so that the City receives the information or details no later than seven (7) days after receipt of the written request from the City. Failure to submit such information and details to the City within the time specified will be sufficient cause for denying the claim.

Contractor shall maintain and submit full and complete records of the costs and additional time incurred for the work for which a claim for additional compensation is made. The City or its designated claim investigator shall have access to any additional records as may be required by the City to determine the facts and contentions involved in the claims. Failure to permit access shall be sufficient cause for denying the claims.

A notarized certificate indicating the following language shall accompany claims submitted by the Contractor:

Under the penalty of perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the claim submitted herewith for additional compensation and time, if any, made with respect to the Work on this Agreement is a true and accurate statement of the actual costs incurred and time sought, and is fully documented and supported under the Agreement between Contractor and the City.

Name

Title

Date

Notary

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the City and shall be to the extent allowed under the California False Claims Act or other applicable law.

The release from the Contractor shall be from any and all claims arising from the Work under and in connection with the Agreement and shall release and waive any claims against the City. The release shall be accompanied by a certification by the Contractor.

1. That it has resolved any claims made by Subcontractors, Suppliers and other against the Contractor or the Project.
2. That it has no reason to believe that any party has a valid claim against the Contractor or the Project which has not been communicated in writing by the Contractor to the City with the certification; and
3. That all warranties and guarantees are in full force and effect. The release and the certification shall survive Final Payment.

Final payment will be made within thirty (30) days after receipt of an approved final invoice and other required submittals referenced above and determination of all Contractor's claims, or sixty (60) days after Acceptance of the work by the City, whichever is later, provided, however, that if an approved final invoice has not been submitted within sixty (60) days after Acceptance of the work by the City, the City may elect to make payment of sums not in dispute without prejudice to the right of either the City or the Contractor in connection with such disputed sums.

The City may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of any amount in dispute between the City and the Contractor.

The making of Final Payment shall not operate to release the Contractor or its sureties from obligations arising under this Agreement, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the City arising from:

1. Unsettled or future liens,
2. Failure of the Work to comply with the requirements of the Contract Documents,
3. The terms of any warranties required by or contained in the Contract Documents,
4. The right to any insurance proceeds or the right to make any insurance or bond claims,
5. Any claims with respect to Contractor's obligation of indemnity with respect to claims asserted by third parties, or
6. Any latent deficiencies with the Work or Contractor's fraud.

10-07. Stop Payment Notices. The City will retain and withhold from payment to the Contractor sufficient sums to cover stop payment notices filed pursuant to sections 9350 et seq. of the California Civil Code, including an amount to provide for the reasonable cost of any litigation thereunder.

10-08. Contract Price Adjustment. If a Contract Change Order provides for an adjustment to the Contract Price, the amount of such adjustment shall be determined by one of the following methods, or a combination thereof, as determined by the City and at its sole discretion:

1. Lump Sum. Contractor and the City may agree on a lump sum amount for the Change Order. At the City's request, Contractor will provide pricing for the work.
2. Unit Prices. The unit prices set forth in the Contractor's Bidding Schedule will be utilized where they are applicable and acceptable to the City. The Contractor's unit prices shall remain firm and shall not be subject to adjustment unless and until the actual quantity of work is increased or decreased by Contract Change Order in an amount greater than 25% from the estimated quantity indicated for such item.

Unit prices for new items included in the Contract Change Order shall be as mutually agreed upon or, in the absence of agreement, as determined by the City in the same manner if the work were to be paid for on a force account basis.

3. Force Account. Where the City and Contractor are unable to agree on lump sum pricing and if the City does not elect to utilize the unit prices in Contractor's bid, or such unit prices are not applicable, the changed work will be performed and tracked by Contractor as Force Account Work as described in Section 10-09. The City will pay for such work properly attributable to the change in accordance with those Force Account provisions.
4. Eliminated Items. The City reserves the right to delete any bid item of Work in its entirety. The City makes no representation that any work under a bid item of Work will be performed, and all work may be subject to a Contract Change Order that deletes such work. Bid items are distinct and severable from the other bid items, and Contractor shall not be entitled to any anticipated profit, unabsorbed overhead, or other indirect expense attributable to the deleted item, except as provided immediately below with regard to force account mark-ups on the direct and verifiable costs incurred prior to the City's order that deletes the work.

Should any bid item of Work be eliminated in its entirety and not accounted for as described immediately above and, in the absence of an executed Contract Change Order covering such elimination, payment will be made to the Contractor for actual direct and verifiable costs incurred in connection with such eliminated bid item if incurred prior to the date of notification in writing by the City of such elimination. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the City, and if orders for such material cannot be canceled, it will be paid for at the actual direct and verifiable cost to the Contractor. Actual direct costs shall include documented vendor shipping fees, supplier restocking fees, if applicable, and Contractor handling costs directly related to the eliminated item(s). In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for by the City. If the material is returnable to the vendor and if the City so directs, the material shall be returned and the Contractor will be paid for the actual direct cost of charges made by the vendor for returning the material. The actual direct cost of handling returned material will also be paid for by the City. The actual direct and verifiable costs to be paid by City as provided herein will be computed in the same manner as if the work were to be paid for on a force account basis, including the application of force account mark-ups to said costs.

10-09. Force Account Payment. When Work performed pursuant to a Change Order is to be paid for on a force account basis, the Contractor's labor, materials and equipment used in the performance of such Work shall be subject to the approval of the City, and the compensation will be determined as set forth below in this section.

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the Work as hereafter provided.

To the total of the direct costs computed as provided in Sections (1) "Labor," (2) "Materials" and (3) "Equipment Rental," below, there will be added a markup of fifteen percent (15%) to the cost of labor, ten percent (10%) to the cost of materials, and five percent (5%) to rented equipment.

The above markups shall constitute full compensation, covering the costs of all supervision, overhead, profit and any other general expense not specifically designated as a direct cost in Sections (1), (2) and (3) below. The total payment made as provided above (i.e., direct cost plus applicable markups) shall be deemed to be the actual cost of such work and shall constitute full compensation therefor. Contractor specifically understands and agrees that such payment shall include any Contractor costs for interruption, disruption, and acceleration, extended overhead, Change Order management, delay or other "impact" claim or "ripple effect" claim.

When work paid for on a force account basis is performed by forces other than the Contractor's own forces, the maximum allowable mark-ups for the subcontractors' costs shall be fifteen percent (15%) to the cost of labor, ten percent (10%) to the cost of materials, and five percent (5%) to rented equipment. Contractor will be entitled to an additional markup of five percent (5%).

- (1) Labor. The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Engineer), used in the actual and direct performance of the Work. All labor costs associated with overhead, whether field or home office, are specifically excluded herein, as those labor costs are covered by the above mark-ups. The cost of labor, whether the employer is the Contractor, Subcontractor or other forces, will be the sum of the following:
 - (a) Actual Wages. The actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes.
 - (b) Labor Surcharge. To the actual wages, as defined in Section (a), will be added a labor surcharge set forth in the County of Sacramento Standard Construction Specifications that are in effect on the date upon which the work is accomplished. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in Section (a) and subsistence and travel allowance as specified in Section (c). Labor rates submitted for work under time and materials shall include the labor surcharge

- (c) Subsistence and Travel Allowance. The actual subsistence and travel allowance paid to such workers. No mark up will be allowed on subsistence and travel expense.
- (2) Materials. The City reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and markup on such materials. Only materials furnished by the Contractor and necessarily used in the performance of the Work will be paid for. The cost of such materials will be the cost to the purchaser, whether Contractor, Subcontractor or other forces, from the Supplier thereof, except to the extent that the following are applicable:
- (a) If a cash or trade discount by the actual Supplier is offered or available to the purchaser, it shall be credited to the City notwithstanding the fact that such discount may not have been taken.
 - (b) If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual Supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier plus the actual costs, if any, incurred in the handling of such materials.
 - (c) If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on Bid items or the current wholesale price for such materials delivered to the job site, less any discounts as provided in Section (a), whichever is lower.
 - (d) If the cost of such materials is, in the opinion of the City, excessive, then the cost of such material shall be deemed to be the lowest current wholesale price at which such materials were available in the quantities concerned, less any discounts as provided in Section (a).
 - (e) If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof within sixty (60) days after the date of delivery of the materials or within fifteen (15) days after Acceptance of the Agreement, whichever occurs first, the City reserves the right to establish the cost of such materials at the lowest current wholesale prices at which such materials were available in the quantities concerned, less any discounts as provided in Section (a).
- (3) Equipment. Within fifteen (15) days after request by the City, the Contractor shall submit a list of equipment intended to be used on the Agreement for review and approval by the City. The equipment list will identify all pieces of the equipment to be used on the project and will include the make, model number, serial number and all attachments for each piece of equipment. The equipment submittal will include hourly rates (excluding operators) for (i) equipment operated for forty (40) hours and less per week; (ii) equipment operated for more than forty (40) hours per week; and (iii) equipment not operated and on standby. In determining a suitable rental rate for equipment, the Engineer shall take into consideration the applicable Schedule of Equipment Rates issued by Caltrans, as well as Contractor's proposed rate(s) and supporting documentation. Standby rates will apply for equipment operating over eight (8) hours in any given twelve (12) hour shift.

Equipment located at a work site and utilized on non-force account work shall not be eligible for standby payment, and shall be charged on a force account basis only when solely performing pre-approved force account work tasks.

If it is deemed necessary by the City to use equipment not listed in the approved Equipment Submittal, outside rentals may be utilized. Contractor shall provide copies of invoicing from the rental agency as part of the force account documentation.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, ownership, depreciation, storage, insurance and all incidentals.

Operators of rented equipment will be paid for as provided in Section (1), "Labor."

All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used. Prior to beginning force account work, the City and Contractor shall agree on all equipment to be used for the work described in the daily time and material form.

Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$1000 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

No payment will be made on a force account basis for equipment that is inoperative due to breakdown, servicing or repair or is not functioning according to the manufacturer's performance standards or is not being operated by a qualified operator.

For the use of equipment not listed on the approved Equipment Submittal that is moved in on the work and used exclusively for extra work to be paid for on a force account basis, the Contractor will be paid at the actual rental rates verified by the Contractor or rates charged for similar equipment listed in the Equipment Submittal. The cost of transporting the equipment to the location of the work and its return to its original location will be paid in accordance with the following provisions. The original location of the equipment to be hauled to the location of the work will be agreed to by the City in advance. The City will pay the costs of loading and unloading such equipment. The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers. The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.

Equipment charges shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day of the work week (defined elsewhere in the Contract Documents) that the equipment is at the site of the extra work, excluding legal holidays, unless the equipment is used to perform the extra work on such days, and shall terminate at the end of the day on which the City directs the Contractor to discontinue the use of such equipment.

Equipment operated less than thirty (30) minutes shall be considered to be one-half (1/2) hour of operation charged accordingly.

Should the Contractor desire the return of the equipment to a location other than its original location, the City will pay the cost of transportation in accordance with the above provisions; however, such payment shall not exceed the cost of moving the equipment to the Work.

Payment for transporting and loading and unloading equipment, as above provided, will not be made if the equipment is used on the Work in any other way than for extra work paid for on a force account basis.

10-10. Records. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

From the above records, the Contractor shall furnish the City completed daily extra work reports, on forms acceptable to the City, for each day's extra work to be paid for on a force account basis. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The daily extra work reports shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated. Daily extra work and force account reports (actual or claimed) shall be signed by both the Engineer and Contractor's representatives within twenty-four (24) hours of the performance of the work.

Valid copies of vendor's invoices shall substantiate material charges. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. Should said vendor's invoices not be submitted within sixty (60) days after the date of delivery of the material or within fifteen (15) days after the Acceptance of the Agreement, whichever occurs first, the City reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials were available in the quantities, less any discounts.

The Contractor or its authorized representative shall sign said daily extra work reports.

The Engineer will compare its records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the City.

The Contractor's cost records pertaining to Work paid for on a force account basis shall be open to inspection or audit by representatives of the City during the life of the Agreement and for a period of not less than three (3) years after the date of Agreement completion and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the City on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than sixty (60) days after the date of Acceptance of the Agreement, the Contractor will be given fifteen (15) days notice of the time when such audit is to begin.

10-11. Compensable Delay. Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
2. The delay was caused solely by the City's issuance of changes made pursuant to the provisions of "Changes in Work" elsewhere in these Special Provisions or by acts or neglect of the City.
3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the City will be non-compensable when there are concurrent delays caused by the Contractor. Also, Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes.

Upon the Engineer's written request, the Contractor shall make its financial records available for audit by the City for the purpose of verifying the actual rate of overhead specified in the audit submitted by the Contractor. The overhead specified in the audit, submitted by the Contractor, will be subject to approval by the Engineer.

Contractor's damages and/or additional compensation for delays will consist solely of the extended costs of maintaining Contractor's jobsite presence. Contractor will not be entitled to any extended home office overhead.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a force account basis with the following exceptions:

1. The time for which such compensation will be paid will be the actual normal working hours during which such delay conditions exists, but in no case will exceed eight (8) hours in any one day.
2. The days for which compensation will be paid will be each calendar day of the work week during the existence of such delay, except that when rental of the equipment is paid for under the

provisions in "Force Account Payment – Equipment", no payment will be made for delays in accordance with the provisions in this section.

10-12. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right 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.

10-13. Liquidated Damages for Delay. It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, in addition to those cost items identified in section 10-10, will be sustained by the City and that it is and will be impracticable and extremely difficult to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum set forth in the Agreement per day for each and every calendar day's delay beyond the time prescribed and the additional number of calendar days, if any, authorized by Contract Change Order, and that Contractor agrees to pay said liquidated damages herein provide for, and further agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the Agreement.

SECTION 11. DISPUTE RESOLUTION

11-01. Timely Notice of Claim. Contractor shall be solely responsible for providing written notice to the City of any claims for additional compensation and/or time in accordance with the provisions of the Contract Documents. It is City's intent to investigate and attempt to resolve any Contractor claims before the Contractor has performed any disputed Work. In addition, the City desires to mitigate its responsibility (if any) for any Contractor claims before the disputed Work is performed. Therefore, Contractor's failure to provide written notice within the time limitations set forth below shall constitute a waiver of Contractor's claims for additional compensation and/or time.

11-02. Notice of Potential Claim. The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City (including the failure or refusal to issue a Change Order), or the happening of any event, thing or occurrence, unless it shall have given the City due written notice of potential claim as hereinafter specified; provided, however, that compliance with this section shall not be a prerequisite as to matters within the scope of the notice provisions in "Delays and Extension of Time" elsewhere in these Contract Documents, nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved and, insofar as possible, the amount of the potential claim. If based on an act or failure to act by the City, such notice shall be given to the City prior to the time that the Contractor has started performance of the Work giving rise to the potential claim for additional compensation, but in no event more than three (3) days after the occurrence that gives rise to the Contractor's claim. In all other cases, notice shall be given within three (3) days after the happening of the event or occurrence giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit a complete and specific claim for additional compensation and/or extension of the time for performance within fifteen (15) days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific claim for additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of any such claim.

The Contractor hereby agrees that he or she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which a written notice of potential claim as herein required was not timely filed.

If there is a dispute over any claim, the Contractor shall continue to Work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be governed by all applicable provisions of the Agreement.

The Contractor shall maintain cost records of all Work that is the basis of any dispute. On a daily basis, Contractor shall submit to the City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of Contractor's daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim including a description of the specific Work activities affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely claim submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor claim, Contractor shall still be obligated to comply with the claim identification provisions identified in the Section 10-06 (Final Payment and Claims).

In the event that a subcontractor or supplier asserts a claim against the Contractor under its agreement with Contractor, the subcontractor or supplier shall look only to the Contractor for any payment or relief. Subcontractors and suppliers shall have no claim or cause of action against the City if such claim or cause of action arises out of the subcontractor's or supplier's agreement with Contractor.

11-03. Claims Procedure Pursuant to Public Contract Code Section 9204. Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time specified herein, such Claim shall be deemed to be rejected in its entirety.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of

the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures stated in Section 11-04, below.

11-04. Litigation and Forum Selection. Contractor and the City stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

Except as otherwise expressly provided by law, the parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Mendocino County and agree that California law shall govern any such litigation.

11-05. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the City of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

SECTION 12 MISCELLANEOUS PROVISIONS

12-01. Laws to Be Observed. The Contractor shall keep itself fully informed concerning all requirements of law, including but not limited to all State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the Work, the materials used in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract Documents for the Work in relation to any such requirements, the Contractor shall immediately report the same to the City in writing.

The laws of the State of California shall govern the Contract Documents.

If any part of the Contract Documents is declared invalid by a court of law, such decision will not affect the validity of the remaining portion, which shall remain in full force.

12-02. Rights in Land and Improvements. The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any third party owner, former owner or tenant of such land, structure or buildings. The Contractor shall not occupy City-owned property outside the limit of the Work shown on the Contract Drawings unless he obtains prior approval.

12-03 Antitrust Claims. The Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which shall be applicable to the Contractor and its subcontractors:

"In entering into a public works contract or a sub-contract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the sub-contract. This assignment shall be made and become effective at the time the awarding body tenders

final payment to the Contractor, without further acknowledgement by the parties.”

12-04. Third Party Rights. No provisions of the Contract Documents shall in any way inure to the benefit of any third party (including the public at large) so as to constitute such person a third party beneficiary of the Agreement or of any one or more of the terms and conditions of the Agreement or otherwise give rise to any cause of action in any person not a party to the Agreement, except as expressly provided elsewhere in the Contract Documents.

12-05. Assignment. The performance of the Agreement may not be assigned except upon the written consent of the City. Consent will not be given to any proposed assignment, which would relieve the original Contractor or its surety of their responsibilities under the Agreement, nor will the City consent to any assignment of a part of the Work under the Agreement.

The Contractor may assign monies due or to become due under the Agreement and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignment of monies shall be subject to all proper set-offs in favor of the City and to all deductions provided for in the Agreement, and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein

12-06. Rights to Drawings and Technical Data. Shop Drawings and Working Drawings submitted to the City by the Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Agreement, are the property of the City and the City may use, and disclose in any manner and for any purpose, Shop Drawings and Working Drawings delivered under the Agreement.

Technical Data including manuals or instructional materials, computer or microprocessor software which are delivered or submitted to the City by the Contractor, Subcontractor, or any lower tier Subcontractor pursuant to the Agreement are the property of the City, and the City may use or disclose same in any manner and for any purpose.

12-07. Gratuities and Conflict of Interest. The Contractor shall not offer or provide gratuities in the form of gifts, entertainment, loans, meals, rewards, and/or services to representatives of the City, including but not limited to, employees, agents, the Engineer, consulting engineers and architects, Inspectors and/or testing agencies retained by the City. If it is found that the Contractor has violated this provision, the Agreement may be subject to termination for default as defined elsewhere in these Special Provisions.

During the term of the Agreement and until the final payment has been made to the Contractor, the Contractor shall not employ or compensate in any manner whatsoever, the City employees and authorized representatives, agents, the Engineer, and any engineering service consultants, consulting Engineers and architects, Inspectors, and/or testing agencies retained by the City. Any exceptions to the employment or compensation to any of the above named parties must be made in writing by the City. If the Contractor offers or provides employment or compensation to those named above during the term of the Agreement, the Agreement may be subject to termination for default.

TECHNICAL SPECIFICATIONS

SECTION 13. GENERAL INFORMATION

13-01. Location and Scope of Work. All of the work to be performed is within the City of Ukiah and consists of all labor, equipment and materials to replace the existing roof with a standing seam metal roof at the Grace Hudson Museum, located at 431 South Main Street in Ukiah, California.

The Contractor should familiarize himself with the local conditions of the project sites. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Mary Horger at (707) 463-6233.

13-02. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
13	General Information
14	Construction Details

13-03. Arrangement of Plans. General locations and linear quantities of the work are shown in Appendix "A".

13-04. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

13-05. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work.

13-06. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

13-07. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at its expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work.

13-08. Maintaining Traffic. Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," and 7-1.095, "Flagging Costs," of the California Standard Specifications.

Streets shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Full costs for "Maintaining Traffic", including "Flagging Costs", shall be considered as included in the various items of work and no additional compensation will be made.

13.09. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

13-10. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one year from the date of final Acceptance. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

13-11. Utilities. No water, sewer or electrical services will be provided by the City. It is the Contractor's sole responsibility to arrange such services as necessary.

13-12. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

13-13. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project. The Contractor shall designate a safety officer and have in place a health and safety plan in accordance with the laws of the State of California and conduct safety meetings and document them in accordance with the law. The Contractor shall have the safety record available for inspection during working hours and shall submit job site safety meeting reports with each Payment application.

SECTION 14 - CONSTRUCTION DETAILS

14-01. Technical Specifications and Project Drawings. Please refer to Appendix A and B.

SECTION 15. EXCLUSIONS FROM GENERAL CONDITIONS

15-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

- (1) Section 6-03. Office of Contractor at the Site

No other exclusions.

SECTION 16. AMENDMENTS TO GENERAL CONDITIONS

16-01. Sections of General Conditions to be Amended.

The following designated sections of the Special Provisions are hereby amended to read as follows:

No amendments.2021

BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?...

- o **Proposal** (Page 46)
 - Unit prices filled out clearly.
 - Extended prices filled out clearly and calculated correctly
 - Total bid amount filled out clearly and calculated correctly
 - Sign the proposal, and provide complete information
 - CLSB No. and expiration date
 - Department of Industrial Relations Public Works Contractor Registration Number
- o **Bidding Schedule** (Page 56)
 - Filled out completely per instruction
- o **Fair Employment Practices Certification** (Page 58)
 - Filled out completely per instruction
- o **Worker's Compensation Certificate** (Page 59)
 - Filled out completely per instruction
- o **Certification of Non-Discrimination in Employment** (Page 60)
 - Filled out completely per instruction
- o **List of Proposed Subcontractors** (Page 61)
 - Filled out completely per instruction
- o **Statement of Experience** (Page 62)
- o **Non-Collusion Affidavit** (Page 63)
 - Filled out completely per instruction
 - Notarized

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
GRACE HUDSON MUSEUM ROOF REPLACEMENT – NEGOTIATED CONTRACT**

Specification No. 23-04

Name of Bidder _____ Business Phone _____
Business Address _____
Place of Business _____

Contractor's License No. _____
License Expiration Date _____
Classification Type _____

Department of Industrial Relations Public Works Contractor Registration Number: _____

The undersigned Bidder submits this Proposal and binds itself on award by the City of Ukiah under this bi to execute a Contract in accordance with its Bid and, Contract Documents, The Contract Documents, including but not limited to the Notice to Bidders, Instructions to Bidders, Form of Agreement. General Conditions, Technical Specifications, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranted required thereby are hereby affirmed.

This offer shall be irrevocable for a period of sixty (60) days after the date on which bids are opened.

The undersigned Bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Proposals, other than that requested, may render the bid non-responsive.

The undersigned Bidder declares that only persons or parties interested in this Proposal as principals are those named herein that this Proposal is made without collusion with any other person, firm, or corporation; that Bidder has carefully examined the location of the proposed work, the attached Form of Agreement, the Contract Drawings, the Special Provisions and other Contract Documents; and agrees that, if this Proposal is accepted that it will,

- 1) contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the Agreement herein contained
- 2) to provide all necessary machinery, tools, apparatus and other means of construction;
- 3) to do all the Work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according the requirements of the Engineer, as therein set forth;
- 5) indemnify the City against any loss or damage arising from any act of the undersigned as Contractor; and
- 6) accept as full payment therefor the prices indicated in the Bidding Schedule, including all Work modified by Addendum number _____ (IF NONE< STATE NONE).

The Bidder shall set forth for each item of Work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose in the Bidding Schedule.

The prices included within the Bidding Schedule include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance with the Contract Documents.

The names of all persons interested in the foregoing Proposal as Principals, are as follows:

_____.

If **SOLE OWNER**, sign here:

I sign as sole owner of the business named above:

If **PARTNERSHIP**, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

If **CORPORATION**, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By _____
*Signature of Authorized Official**

Title

Typewritten or Printed Name

By _____
*Signature of Authorized Official**

Title

Typewritten or Printed Name

If **JOINT VENTURE**, execute here:

Joint Venture name composed of:

The undersigned certify that they sign this bid with the full and proper authorization so to do:

*Signature of Authorized Official**

Title

Typewritten or Printed Name

*Signature of Authorized Official**

Title

Typewritten or Printed Name

*If Bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If Bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the City is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

BIDDING SCHEDULE

Bidders are directed to submit firm unit and lump sum prices for all Work set forth in the Contract Documents on this Bidding Schedule.

Unit prices and lump sum prices must be entered in the appropriate spaces provided in the Bidding Schedule. Unit prices shall be multiplied by the Quantities shown and the total shall be inserted in the "Total" column.

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 all other Contract Documents and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Contract Documents, including all labor, materials, tools, equipment, services, subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, 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.

The Bidding Schedule is a summary list of all of the work required by the Contract Documents and is in no way intended to describe all items of work to be performed. Bidders must carefully examine the Contract Documents, including the Contract Drawings and the site of the work and perform such inquiries and investigations, as they deem appropriate in the formulation of their bids. All costs estimated to be incurred by Bidders must be included within one of the line items in the Bidding Schedule.

NAME OF BIDDER: _____
 SPEC #: 23-05
 PROJECT NAME: GRACE HUDSON MUSEUM ROOF REPLACEMENT

BASE BID

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	PRICE
1	Provide all necessary equipment, materials, labor and fees for roof replacement	LS	1	\$ _____

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

GRACE HUDSON MUSEUM ROOF REPLACEMENT

(Signature of Bidder)

Business Mailing Address:

Business Location:

(The Bidder shall execute the certification of this page prior to submitting its proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this _____ day of _____, 200_____

Signature of Bidder, with Business Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

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

Signature and address of Bidder:

_____ Date _____

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

LIST OF PROPOSED SUBCONTRACTORS

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

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	PORTION/ TYPE OF WORK

The Bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of its experience, skill and business standing and its ability to conduct work as completely and rapidly as required under the terms of the contract.

[illegible]

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under the penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the space below.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

Explanation, if any:

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

GRACE HUDSON MUSEUM ROOF REPLACEMENT

Specification No. 23-05

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other Contract Documents for the work herein described and shown and has approved and adopted these Contract Documents, including but not limited to specifications and drawings and has caused to be published in the manner and for the time required by law a notice to Bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the City, in the manner prescribed by law, has examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible Bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Article I. Work to be Done and Contract Days Allowed.

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other Contract Documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within Ninety (90) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at its option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer. The Contractor shall diligently prosecute all of the Work under this Agreement in all parts and requirements as defined in the Contract Documents. For each day of day that work remains incomplete, the Contractor will pay to the City, as liquidated damages, the amount of \$500 per day, as more particularly described in Section 10-12 of the General Conditions.

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete and timely performance of the contract by the Contractor in strict accordance with the Contract Documents. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, and all other Contract Documents.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.
- (b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.
- (c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible Bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has

violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.
- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.
- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - (1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - (3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - (4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
 - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.
 - (5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- (h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.

- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

This Agreement shall consist of this document and all of the Contract Documents, which are incorporated herein and made a part hereof. The Contract Documents include all of the following:

Contract Documents: Those documents that form the basis of the Agreement, including, but not limited to, the Notice to Bids, Instructions to Bidders, Pre-Bid Conference, Bid Forms, Bidding Schedule, Schedule of Values, Bidding Addenda, Form of Agreement, Contract Bonds, General Conditions, Supplemental Conditions, Federal Requirements, Prevailing Wages, Insurance Requirements, Technical Specifications, Appendices, Contract Drawings, Addenda, Contractor's bid, and all Change Orders issued after the execution of the Agreement, and all other documents incorporated by reference in the same.

Article V. Prevailing Wage Scale

Reference is made to the requirements on the general prevailing wage rates set forth in the Contract Documents. A copy of such rates may be reviewed at the Financial Services Manager's Office at the address listed in Article VI, below. Those rates are hereby specified as the minimum rates of prevailing wage to be paid workers under this Agreement.

Article VI. Service of Notice

Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below:

City:
Mary Horger, Financial Services Manager
City of Ukiah
411 West Clay Street,
Ukiah, CA 95482

Contractor: [Specify contact, address,]

The City may also act through its Engineer or other designee if the City expressly gives notice to the Contractor, in writing, that the City's designee has authority to act for the City in a specific capacity.

Article VII. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the County of Mendocino and the State of California. Subject to the dispute resolution provisions in the Special Provisions, any action relating to this Agreement shall be instituted and prosecuted in Mendocino County, California.

Article VIII. Contractors License Law

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR

OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this ____ day of _____, 20____.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

FOR THE CONTRACTOR:

Name under which business is conducted: _____

Business Address: _____

State _____ Zip Code _____ Telephone _____

Type of business organization: _____

*If a Corporation, incorporated under the laws of the State of: _____

The undersigned certify that they sign this Agreement with full and proper authorization to do so.

By: _____ Print _____

Title: _____

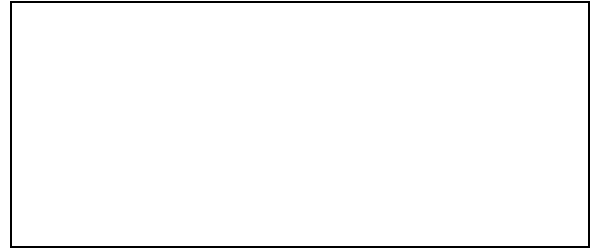
Date: _____

By:* _____ Print _____

Title: _____

Date: _____

Contractor's Corporate Seal:



*If the Contractor is a Corporation, this Agreement *must be executed by two corporate officers*, consisting of:
(1) the President, Vice President, or Chair of the Board, and
(2) the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. Alternatively, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the City is provided demonstrating that such an individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

The foregoing contract is approved as to form and legality this _____ day of _____, 20 ____.

CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____, by and between the City of Ukiah (Ukiah) and _____ (Contractor).

Contractor is

_____ for Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification.** Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole negligence, active negligence or willful misconduct of Ukiah or its officers, agents and employees.

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH
Mendocino County, California

PERFORMANCE BOND

BOND No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ukiah, organized and operating under the laws of the State of California, (hereinafter referred to as the "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for Contract No. _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract for the Project dated _____, (hereinafter referred to, together with all attachments and exhibits thereto, as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____, as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held firmly bound until the City in the sum of _____ (\$ _____), for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the Acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a contract between such Bidder, the Surety and the City, and make available as work

progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Price, including other costs and damages for which Surety may be liable. The term "balance of the Contract Price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Price, including other costs and damages for which Surety may be liable. The term "balance of the Contract Price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs by the City pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2022.

(Corporate Seal)

Contractor/Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or

Representative for service of process in

California, if different from above)

(Telephone number of Surety and Agent
or Representative for service of process in California)

CITY OF UKIAH
Mendocino County, California

PAYMENT BOND

BOND No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Ukiah ("City") has awarded to _____ ("Contractor/Principal") a contract (City Agreement No. _____, dated _____, referred to as the "Agreement") for the work described as _____. The Agreement is incorporated by this reference into this Payment Bond ("Bond"); and

WHEREAS, Contractor/Principal is required to furnish a bond in connection with the Agreement and pursuant to California Civil Code section 9550;

NOW, THEREFORE, we _____, the undersigned Contractor/Principal, and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held firmly bound until the City, and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \$_____, for which payment will and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550, et seq.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescissions or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is give; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and Contractor/Principal or on the part of any oblige named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of section 2819 and 2845 of the California Civil Code.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

IN WITNESS WHEREOF, two identical counterparts of this Bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by Contractor/Principal and Surety above named, on the ____ day of _____, 202__.

Contractor/Principal (SEAL)

By _____
Contractor's Representative

Contractor/Principal's Address

City, State, Zip

Surety (SEAL)

By _____
Surety's Representative

Surety's Address

City, State, Zip

Telephone Number

NOTE: Signatures of those executing for Surety must be properly acknowledged, The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be in file with the City.

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal.
If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,
_____, as **PRINCIPAL**

and _____,
_____, as **SURETY**,

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

_____, (\$ _____),
(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the City of Ukiah
dated _____
for _____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____,
_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20_____.

_____(Seal)

BY: _____(Seal)

_____(Seal)

Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)

Surety

CERTIFICATE OF INSURANCE
CITY OF UKIAH

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.

COMPANIES
BEST'S RATING

COMPANY

LETTER A

COMPANY

LETTER B

COMPANY

LETTER C

COMPANY

LETTER D

COMPANY

LETTER E

INSURED

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY ☐ COMMERCIAL ☐ CLAIMS MADE ☐ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OTHER				GENERAL AGGREGATE	\$
					PRODUCTS COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (any one fire)	\$
					MEDICAL EXPENSES (any one person)	\$
	AUTOMOTIVE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (per person)	\$
					BODILY INJURY (per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY ☐ UMBRELLA ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	☐ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	PROPERTY DAMAGE ☐ COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 day's written notice has been given to the City at the address indicated below.
- The City, its officials, officers, employees, and volunteers are added as insureds on all Liability Insurance Policies listed above.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
- The City is named a loss payee on The Property Insurance Policies described above, if any.
- All rights of subrogation under the Property Insurance Policy listed above have been waived against the City.
- The Worker's Compensation Insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

INSURER:

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER:

FORM CG 20 10 11 85 (MODIFIED)

ENDORSEMENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**ADDITIONAL INSURED ----- OWNERS, LESSEES OR
CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
City of Ukiah, its officers, officials, employees and volunteers 300 Seminary Avenue Ukiah, CA 95482	

If no entry appears above, information required to complete this endorsement will be shown in
Declarations as applicable to this endorsement.

Section II WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the
Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your
work" performed for that insured.

Modifications to ISO form CG20 10 1185:

The insured scheduled above includes the insured's elected or appointed officers, officials, employees and volunteers.
This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an
unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any
other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called
upon to contribute with it.

The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified
mail, return receipt requested, has been given to the City.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case
where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the
Civil Code.

Signature-Authorized Representative_____
Address_____
Phone Number

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

FOR _____ City of Ukiah _____ (the "City")

Endorsement No. _____

Issue Date: _____

PRODUCER

Telephone: (_____) _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in limits☐ In addition to limits☐ Deductible ☐ Self Insured Retention (check which) of \$ _____

NAMED INSURED

APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL☐ BUSINESS AUTO POLICY☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED: The City, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible.
2. CONTRIBUTION NOT REQUIRED: As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of the Named Insured's insurance and not contribute with it.
3. CANCELLATION NOTICE: With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
4. SCOPE OF COVERAGE: This policy affords coverage at least as broad as:
 - (1) If primary, insurance Services Office form number CA0001 (Ed. 1/87), Code 1 (Any auto); or
 - (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY

City of Ukiah
300 Seminary Avenue
Ukiah, California 95482-5400

AUTHORIZED
REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) _____ Date signed: _____

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENTFOR City of Ukiah (the "City")

Endorsement No. _____

Issue Date: _____

PRODUCER

Telephone: (_____) _____

POLICY INFORMATION:

Insurance Company: _____

Policy No. _____

Policy Period: (from) _____ (to) _____

NAMED INSURED**OTHER PROVISIONS**

CLAIMS: (Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

EMPLOYERS LIABILITY LIMITS

\$ _____ (Each Accident)

\$ _____ (Disease - Policy Limit)

\$ _____ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE: This insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
2. WAIVER OF SUBROGATION: This Insurance Company agrees to waive all rights of subrogation against the City, its officer, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY**

City of Ukiah

300 Seminary Avenue

Ukiah, California 95482-5400

AUTHORIZED ☐ Broker/Agent ☐ Underwriter ☐**REPRESENTATIVE**

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) _____ Date signed: _____

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

FOR RE-ROOFING OF THE
CITY OF UKIAH
GRACE HUDSON MUSEUM

431 SOUTH MAIN STREET
UKIAH, CA 95482

PROJECT COORDINATOR

MARY HORGER / PROCUREMENT MANAGER
FINANCE AND PURCHASING DIVISION
CITY OF UKIAH
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July 27, 2020
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DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01100 - SUMMARY OF THE WORK

CITY OF UKIAH
GRACE HUDSON MUSEUM
REROOFING
NEW CLASS (A) FIRE RATED STANDING SEAM METAL ROOFING ASSEMBLY
431 SOUTH MAIN STREET
UKIAH, CA 95482

PART 1 - GENERAL

1.1 PROJECT DESCRIPTION

- A. Work described in this section applies to the removal and replacement of an existing standing seam steel roofing system with a new Class (A) Fire Rated standing seam steel roofing assembly as outlined in the Project Documents
1. Remove the existing standing seam roofing system and gable wall roof beam sheet metal end caps. Replace or repair all fungus or water damaged nonstructural and structural wood elements, and all unforeseen related demolition and repair work as needed for the installation of a complete and weatherproof class (A) fire rated standing seam steel roofing assembly.
 2. Install a new Class (A) Fire Rated roofing assembly consisting of a factory finished preformed steel standing seam roofing system on an existing combustible plywood roof deck with new ¼" Dens Deck Board covered with Garland R-Mer Seal or an equivalent 40 mil minimum high temperature peel and stick underlayment suitable for vertical applications at curbing and parapet walls. The manufactured metal roofing system shall incorporate standing seam steel roofing panels, clips, steel hat channels, perimeter flashing and trim, roof penetration flashing and counterflashing, ridge caps, valley and ridge trim assemblies, eave closures assemblies, eave drip stiffeners, coping and rake trim, gutters with expansion joints, down spouts and all miscellaneous sheet metal flashing / trim, closure foam, sealants and fasteners to complete a waterproof Class (A) fire rated roofing.
 3. Install new gable wall roof beam sheet metal end caps with Garland R-Mer Seal or an equivalent 40 mil minimum high temperature peel and stick underlay suitable for vertical applications matching the new standing seam metal roofing of same type kind and quality.
 4. Re-set the existing gutter water catchment system plumbing lines under the roof eaves.
 5. All work shall be conducted in accordance with the project sheet drawings, details, specifications, installation manuals, addenda and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions.

1.2 RELATED DOCUMENTS

- A. Project specific sheet drawings, details, specifications, installation manuals, contract provisions and contract conditions apply to this section.

B. Related Sections:

1. Section: 01250 – Substitution Procedures
2. Section: 01330 – Submittal Procedures
3. Section: 01640 - Owner Furnished / Contractor Installed Materials
4. Section: 02010 - Selective Demolition
5. Section: 06100 - Miscellaneous Carpentry
6. Section: 07220 - Roof Deck Board
7. Section: 07410 - Metal Roofing Panels – Standing Seam
8. Section: 07620 - Sheet Metal and Flashing

1.3 WORK INCLUDED IN THE CONTRACT

- A. Project Identification: Grace Hudson Museum Reroofing Project
- B. Project Location: 431 S Main St., Ukiah CA 95482
- C. Owner: The City of Ukiah
- D. Work described in this section applies to the removal and of an existing standing seam roofing system and installation of a new Class (A) Fire Rated steel standing seam roofing assembly, as outlined in the Project Sheet Drawings, Details, Specifications, Contract Provisions, Contract Conditions and related Project Section listed in this section, (approximately 14,900 square feet of sloped roof area), including work outlined in the Related Sections and Contract Documents

1.4 PROJECT CONDITIONS

- A. The Museum will be open to the public during standard operating hours and Museum Staff will be occupying the building and the immediate areas surrounding the construction work. All safety measures shall be applied and adhered to by the Contractor in accordance to the Project Related Sections and Contract Documents. The Contractor shall provide not less than seventy two (72) hours written notice to the City of Ukiah and the City of Ukiah's Project Manager, activities that will impact the security of the Museum or its contents, beyond the Contractor's normal working hours.
- B. Access: The Contractor shall maintain access to the Museum, unaffected areas of the site and other adjacent facilities:
 1. Construction shall not close or obstruct, occupied and unoccupied facilities, parking lots, driveways and walkways without written permission from the City of Ukiah.
 2. Ensure minimum interference with other areas of the site, including, streets, walkways, and other adjacent occupied facilities, or the occupants of neighboring properties during all phases of construction and provide protection to ensure the safe passage of people around construction activities, and to other areas of the project site
- C. The Contractor shall provide provisions to protect existing site improvements, appurtenances, and landscaping not part of this work and scheduled to remain.
- D. Utility Service: The Contractor shall maintain existing utilities and protect them against damage during construction, especially fire suppression and security systems, including fences and gates currently securing the property.

1.5 PROTECTION OF CONSTRUCTION WORK AND MATERIALS

- A. During Work Hours protect the Work from theft, vandalism, and unauthorized entry. The Contractor shall have the sole responsibility for job site security.

- B. During Off-Work Hours furnish watchman's services as Contractor may consider necessary to safeguard materials and equipment in the storage on the Project site, including Work in place and process of fabrication, against theft, acts of malicious mischief, vandalism, and other losses or damages.

1.6 WORK DESCRIPTION

- A. Work described in this section applies to the removal and replacement of an existing standing seam roofing system with a new Class (A) Fire Rated steel standing seam roofing assembly as outlined in the Project Documents
- B. Removal of the Existing Metal Roofing System:
 - 1. Remove all the existing standing seam roofing, trim, flashing, gutters, downspouts, hat channels and FR-10 fabric down to the Garland R-Mer Seal on the existing roof plywood decking. Discard all roofing materials with the exception of the hat channels and roof gutters for possible re-use after inspection and approval by The Garland Company and the City of Ukiah.
 - 2. Remove all the existing gable wall roof beam end caps and any underlayment and discard the material.
 - 3. Roof hat channels and gutters removed from the existing roof must be inspected and approved in writing for possibly re-use by a Garland Representative and approved by the City of Ukiah prior to re-replacement of the roofing materials. Storage of any on site materials shall be coordinated with the Museum and City of Ukiah in a secured location as approved by the Museum and the City of Ukiah in accordance with the requirements of the Project Specifications and Contract Documents.
 - 4. Maintain and protect the gutter water catchment system plumbing lines to be relocated under the eaves and reattached to the holding tanks.
 - 5. All damage to the (E) Garland R-Mer Seal on the roof decking shall be repaired, inspected and approved in by a Garland Representative for use as a temporary waterproofing during the re-roofing construction.
- C. Roof beam end caps – gable walls:
 - 1. Roof beam end caps shall be fabricated from 22-gauge ASTM A653/A 653M G-90 Galvanized Steel Garland SS Sheet Stock with high gloss, factory painted Kynar 500 fluorocarbon Mocha finish to match R-Mer Span Roof Panels of same type kind and quality.
 - 2. Shop drawings for all roof beam end caps must be submitted, reviewed and approved by the City of Ukiah or approved City Representative prior to the fabrication of the remaining roof beam end caps.
 - 3. One roof beam end cap mock up shall be installed and approved by the City of Ukiah or approved City Representative prior to the fabrication of the remaining roof beam end caps.
- D. Existing skylight enclosure and mechanical vent curbing modifications:
 - 1. Existing Skylight Enclosure:
 - a. Frame new 14" tall 2x6 perimeter cripple walls and rake walls around the perimeter of the exiting skylight with 3x6 D.F. No.1 longitudinal roof rafters 24" on center. Note: Wall fastener connections to the existing structural roof framing will be addressed as a deferred submittal when the existing roofing system has been removed and the as-built framing of the existing roof members at the skylight have been verified.
 - b. Sheath wall and roof framing with 15/32" Exposure 1 plywood.

2. existing mechanical vent curbing:
 - a. Relocate the existing Southeast and Southwest mechanical vent curbing boxes 36" downslope from top of ridge to the upslope face of curbing to accommodate the curbing upper valley pan and upper roofing panels per the Garland Installation Manual Curbing Details.
 - b. Repair existing openings in the roofing deck with Exposure No.1 plywood sheathing of same grade and thickness.
- E. Installation of New Class (A) fire rated standing seam steel roofing assembly per the Project Sheet Drawings, Details, Specifications, Installation Manuals, Contract Documents and Related Sections:
 1. Install ¼" Georgia Pacific DensDeck Prime Roof Board over the existing R-Mer Seal on the plywood deck, curbing and parapet walls with approved fasteners and plates in conformance with the placement specifications approved by the DensDeck and Roofing Manufacture on all surfaces to receive metal cladding (Roof Panels, Flashings, Trim, Beam Caps, etc.).
 2. Install Garland R-Mer Seal, or an approved 40 mil minimum high temperature peel and stick underlayment suitable for vertical applications at curbing and parapet walls over the new Dens Deck Prime roof board on all surfaces to receive metal cladding (Metal Roof Panels, Flashings, Trim, Roof Beam End Caps, etc.)
 3. Install hat channels, per the wind uplift pressure zones and shop drawings provided by the metal roof manufacturer. All hat channels shall be fastened to the roof structural framing (trusses, beams, rafters and battens of the existing roof).
 4. Install Garland 22-gauge G-90 Galvanized Steel R-Mer Span Standing Seam Panels with high gloss, factory painted Kynar 500 fluorocarbon Mocha finish and color-matching rivets in accordance with the manufacturer's shop drawings, installation manual, and project specifications. Shim and align metal roof panels within the project specified tolerance of (1/4 inch in 20 feet; 3/8" in 40'-0" or more) on slope and location lines as indicated and with 1/8 inch offset of adjoining faces and of alignment of matching profiles.
 5. Install 22-gauge ASTM A 653/A 653M G-90 Galvanized Steel - Garland R-Mer SS Sheet Stock fabricated gutters, downspouts, flashing, trim and roof beam end caps with high gloss, factory painted Kynar 500 fluorocarbon Mocha finish and color-matching rivets at all associated sheet metal and flashing areas indicated on the plans as shown in the manufacturer's shop drawings, installation manual, and the project specifications
 6. Roof gutter system and downspouts shall be fabricated and installed per SMACNA and NRCA Standards following the manufacturer's Details, installation Manuals and the Project Specifications
 - a. Install expansion joints on all gutter lines exceeding 50'-0" in length per SMACNA standard recommendations and Garland Butt Joint Expansion Joint Details per the manufacturer's shop drawings, installation manual, and the project specifications.
 - b. Gutters shall be fabricated and installed to maintain a level to a 1/8" in 12" negative slope to the Downspout Inlets.
 - c. Downspouts shall be located at existing storm drain inlets with a watertight premanufactured or fabricated sheet metal coupler joint attached to the existing 4" diameter inlet lines.
- F. Restore existing plumbing, heating, ventilation, air conditioning, electrical, and systems to the full operational condition that was impacted because of the project.
 1. Notify the owner immediately, by way of RFI, of any item on the building found to be non-operational, otherwise, the assumption of operation will be that prior to the project it was fully operational.

1.7 OWNER FURNISHED / CONTRACTOR INSTALLED PRODUCTS

A. Owner Furnished / Contractor Installed Products:

1. The City will furnish, for installation by the Contractor, products which are identified on the Drawings and in the Specifications as "OFCI (Owner Furnished / Contractor Installed)", Refer to Section 01640 - Owner-Furnished Products.

B. Relationship to Work Under the Contract:

1. Work under the Contract shall include all provisions necessary to fully incorporate such products into the Work, including, as necessary, fasteners, backing, supports, and other such provisions from point of service to point of connection, and field finishing, as shown on Drawings and specified herein. See Section 01640 - Owner-Furnished Products for additional requirements.

1.8 PERMITS, LICENSES, AND FEES

A. Permits, Licenses, and Fees, General: Refer to Contract General Conditions, Article 12.05.

B. Licenses: The contractor shall obtain and pay all licenses associated with construction activities, such as business licenses, contractors' licenses, and vehicle and equipment licenses. All costs for licenses shall be included in the Contract Amount.

1.9 CONTRACTOR'S STAFF

A. Within 15 calendar days of notice to proceed, submit a list of principal staff assignments, including the superintendent, assistant superintendents, project manager, project engineers, schedulers, administrative assistants, accounting personnel, and other personnel in attendance at the Project site and the home office responsible for the project. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and cell telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as a standby in the absence of individuals assigned to the project.

END OF SECTION

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01250 - SUBSTITUTION PROCEDURES

PART 1 — GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for equals and substitutions made after award of the Contract. Formal requests from the Contractor/Vendor or substitution of construction methods, products, materials or finishes in place of those specified will be considered by the Owner or the Owner's Representative/Consultant only in accordance to the procedure herein.

1.2 RELATED DOCUMENTS

- A. Project sheet drawings, details, specifications, addenda and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections apply to this Section.
- B. Related Sections:
 - 1. Section: 01100 - Summary of Work
 - 2. Section: 01330 – Submittal Procedures
 - 3. Section: 01640 - Owner Furnished Contractor Installed Materials
 - 4. Section: 06100 - Miscellaneous Carpentry
 - 5. Section: 07220 - Roof Deck Board
 - 6. Section: 07410 - Metal Roofing Panels – Standing Seam
 - 7. Section: 07620 - Sheet Metal and Flashing

1.3 DEFINITIONS

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Equals or Substitutions General: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor's Construction Manager after award of the Contract.

1.4 SUBMITTALS

- A. Equals and Substitution Request Submittals:
 - 1. The Owner or the Owner's Representative/Consultant will consider requests for equals or substitutions if the information on all materials is consistent with the information herein. After the Construction Manager's Subcontractor contract award, substitutions will be considered for materials or systems specified that are no longer available. It will not be considered if the product was not purchased in a reasonable time after award. The Construction Manager shall submit all equal and substitutions requests on the "Equal or Substitute Product Request" Form, an example is shown at the end of this Section and the Form is available from the Owner or the Owner's Representative Consultant. Substitutions will not be considered without formal request submitted in accordance to Section 01250.

2. The Construction Manager is required to prepare and submit three (3) copies of the required data for the first manufacturer listed or procedure listed in the specifications section with reference to all of the following areas:
 - a. The substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended including the size, rating performance, compliance and cost. All submissions must include all the required data for the first listed manufacturer or procedure as specified, as well as the required data for the proposed Equal or Substitution. This will enable the Owner or the Owner's Representative/Consultant to determine that the proposed Equal or Substitution is or is not substantially equal to the first listed manufacturer or procedure.
3. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
4. Provide complete documentation showing compliance with the requirements for equals or substitutions, and the following information, as appropriate:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed Equal or Substitution.
 - b. A detailed comparison chart of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
 - c. Product Data, including Shop Drawings, and descriptions of products and fabrication and installation procedures.
 - d. Use of proposed substitutions will not be an infringement on any copyright, patent or trademark.
 - e. Samples, where applicable or requested.
 - f. A statement indicating the effect on the Construction Manager's Schedule compared to the schedule without approval of the Equal or Substitution. Indicate the effect on overall Contract Time.
 - g. Cost information, broken down, including a proposal of the net change, if any in the Guaranteed Maximum Price (GMP).
 - h. The Construction Manager's certification that the proposed Equal or Substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
 - i. The Construction Manager's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the Equal or Substitution to perform adequately.

1.5 OWNER / OWNER'S REPRESENTATIVE / CONSULTANT ACTION

- A. If necessary, the Owner or the Owner's Representative/Consultant will request additional information or documentation within five (5) Business Days of receipt of the Contractor's initial submittal. The Owner's Representative/Consultant will notify the Owner of recommended acceptance or rejection of the submittal within ten (10) Business Days of receipt of the request, or five (5) Business Days of receipt of additional information or documentation, whichever is later. The Owner or the Owner's Representative/Consultant will give final acceptance or rejection by the Owner not less than ten (10) Business Days after receipt of the each submittal.
- B. Any request deemed an "Equal" and accepted by the Owner or the Owner's Representative/Consultant will result in written notification to the Construction Manager and will not be in the form of a change order for an "Equal".

- C. Any request deemed a "Substitution" and rejected or approved by Owner or the Owner's Representative/Consultant may result in written notification to the Construction Manager and may be in the form of a change order if the "Substitution" is approved.

PART TWO – PRODUCTS

2.1 EQUAL OR SUBSTITUTION - CONDITIONS

- A. The Owner or the Owner's Representative/Consultant will consider the Construction Manager's request for Equal or Substitution of a product or method of construction when one or more of the following conditions are satisfied, as determined by the Owner or the Owner's Representative/Consultant. If the following conditions are not satisfied, the Owner or the Owner's Representative/Consultant will return the requests to the Construction Manager without action except to record noncompliance with these requirements.
1. The proposed request does not require extensive revisions to the Contract Documents.
 2. The proposed request is in accordance with the general intent of the Contract Documents.
 3. The proposed request is timely, fully documented, or properly submitted.
 4. The proposed request can be provided within the Contract time. However, the Owner or the Owner's Representative/Consultant will not consider the proposed request if it is a result of the Contractor/ Construction Manager's failure to pursue the Work promptly or coordinate activities properly.
 5. The proposed request will offer the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. However, if the proposed request requires the Owner to incur additional responsibilities, including but not limited to, additional compensation to Design Consultants for redesign and evaluation services, increased cost of other construction by the Owner or similar considerations, then the Owner will have just cause to reject the request for Equal or Substitution.
 6. The proposed request can receive the necessary approvals, in a timely manner, required by governing authorities having jurisdiction.
 7. The proposed request can be provided in a manner that is compatible with the work as certified by the Contractor/Construction Manager.
 8. The proposed request can be coordinated with the work as certified by the Contractor/Construction Manager.
 9. The proposed request can uphold the warranties required by the Contract Documents as certified by the Contractor/Construction Manager.

- 2.2 The Contractor / Construction Manager's submission and the Owner's or the Owner's Representative/Consultant's review of Submittals, including but not limited to, Samples, Manufacturer's Data, Shop Drawings, or other such items, which are not clearly identified as a request for an Equal or Substitution, will not be considered or accepted as a valid request for an Equal or Substitution, nor does it constitute an approval.

END OF SECTION

CITY OF UKIAH – GRACE HUDSON MUSEUM RE-ROOF**Equal or Substitute
Product Request Form**

To: CITY OF UKIAH

Attn: MARRY HOGER / PROCUREMENT MANAGER
FINANCE AND PURCHASING DIVISION
411 WEST CLAY STREET, UKIAH, CA 95482
(707) 463-6233 (mhoger@cityofukiah.com)

From:

(Name of Construction / Project Management Company)

(Street Address)

(City/State/Postal Code)

(Contact Name / Title)

(Telephone Number and email address)

GENERAL INFORMATIONProject Name: Grace Hudson Museum Re-Roof Project Number: _____

Specifications: _____ Section(s): _____

Drawings: _____ Details: _____

Contractually Specified Product: _____

Contractor Proposed Product: _____

Product is: Equal: ☐ Substitute: ☐Data Attached: Drawings: ☐ Product Data: ☐ Image: ☐ Tests: ☐Samples: ☐ Others: _____

Reason(s) for not providing the Contractually Specified Product:

NEW PRODUCT INFORMATION

Manufacturer: _____

Contact: _____

Item Name: _____ Item No.: _____

Description: _____

Will proposed substitution impact other parts of the work? No: ☐ Yes: ☐ (If yes attach explanation)Will Proposed Substitution increase contract time? No: ☐ Yes: ☐ by No. of Days _____Will proposed comply with all conditions per Section 01 25 00? No: ☐ Yes: ☐ Other _____

Actual Dollar Savings to the Owner if this substitution is accepted: \$ _____

The undersigned certifies that: (1) the proposed request for an Equal or Substitute product conforms to all of the requirements of Division 01 – General Requirements and Section 012500 Substitution Procedures. (2) The proposed substitution has been examined and verified to comply with the requirements of the project sheet drawings, construction details, construction notes, contract specifications and installation details. (3) The proposed substitution is of equal or superior construction quality and is suitable and compatible for the intended use. (4) The same or better guarantee(s) / warrantee(s) will be available for the proposed Substitution. (5) The installation of the proposed Substitution (if approved) shall be coordinated with all phases of the project construction. (6) A complete cost data comparison is provided with this request.

Request Submitted By: _____

(Name of Firm/Entity/Contractor)

By: _____

(Print – Representative Name)

(Title)

(Signature)

(Date)

Send Copies to: Owner ☐ Owner's Representative/Consultant ☐**OWNER / OWNER'S REPRESENTATIVE / CONSULTANT REVIEW**

Request received on (Date): _____

☐ Approved: (Submittals are in accordance with Division 01 – Section 01330 Submittal procedures)☐ Approved as Noted: (Submittals are in accordance with Division 01 – Section 01330 Submittal procedures)☐ Rejected: (Use contractually specified product)☐ Rejected: (See attached alternate proposed product)☐ Rejected: (Request not received within specified time – Use Contractually Specified Product)

Review Issued By: _____

(Owner or Representative Consultant)

By: _____

(Owner / Owner's Representative / Consultant)

(Title)

(Signature)

(Date)

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 — GENERAL

1.1 SUMMARY

- A. This Section includes: Administrative and procedural requirements for shop drawings, product data, samples, certificates and transcripts of submittals required for performance of the Work.
- B. Administrative Submittals: Refer to Division 1 Specification Sections and other Contract Documents for additional requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits.
 - 2. Applications for payment
 - 3. Performance and payment bonds
 - 4. Release of Liens.
 - 5. Insurance certificates.

1.2 RELATED DOCUMENTS

- A. Project sheet drawings, details, specifications, addenda and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections apply to this Section.
- B. Related Sections:
 - 1. Section: 01100 - Summary of Work
 - 2. Section: 01250 – Substitution Procedures
 - 3. Section: 01640 - Owner Furnished Contractor Installed Materials
 - 4. Section: 06100 - Miscellaneous Carpentry
 - 5. Section: 07220 - Roof Deck Board
 - 6. Section: 074100 - Metal Roofing Panels – Standing Seam
 - 7. Section: 07620 - Sheet Metal and Flashing

1.3 ADMINISTRATIVE ACTIVE SUBMITTALS

- A. This section specifies general requirements and procedures for contractor's submissions of shop drawings, product data, samples and mock-ups to the Owner or the Owner's Representative/Consultant for review.
- B. Submittal documents reviewed by the Owner or the Owner's Representative /Consultant are for design intent only. Review Approvals do not reduce the Contractor or Vendor's responsibility for verification of operator requirements, equipment, site conditions, dimensions, quantities, construction methods, details or code and regulatory requirements. Corrections or comments made on the review submittals do not relieve the contractor from compliance with the requirements of the project plans, specifications and contract documents.
- C. The Contractor / Contractors Manager shall verify all field measurements in coordination with all the affected adjacent areas of Work. The Contractor / Contractors Manager shall notify the Owner or the Owner's Representative/Consultant, in writing, of any discrepancies and deviations between actual site conditions or dimensions and the information provided in the construction documents.

- D. The Contractor / Contractors Manager shall indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.
- E. The Contractor / Contractors Manager shall review submittals prior to submission to the Owner or the Owner's Representative/Consultant verifying all the necessary requirements have been determined and that each submittal has been checked and coordinated with requirements of Work and Contract Documents.
 - 1. Present all shop drawings, product data, samples and mock-ups as addressed in the project construction documents and related project specifications.
 - 2. Notify the Owner or the Owner's Representative/Consultant, in writing, when resubmitting, of any revisions other than those requested by Owner or the Owner's Representative/Consultant.
 - 3. Submit all submittals promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- F. Submittals that are not stamped, signed, dated and identified as to specific project will be returned without being examined and shall be considered rejected.
- G. Do not proceed with work until all relevant submissions have been reviewed by the Owner or the Owner's Representative/Consultant.
- H. Corrections, modifications or comments made on submittals as part of the review shall not constitute a change of the contract. The contractor shall inform the Owner or Owner's Representative/Consultant of any changes to the contract price prior to any materials being ordered or work started. Final reviewed Shop Drawings shall not replace or be used as a vehicle to issue or incorporate change orders or substitutions. Substitutions shall be submitted in accordance with Section 01250 – Substitution Procedures.

PART 2 – ACTIVE SUBMITTALS

2.1 ACTIVE SUBMITTAL SUBMISSION

- A. Coordinate each submission with the requirements of Project Work and Contract Documents. Submit submittals, arranged in chronological order by dates required by the construction schedule.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - 4. Individual submissions will not be reviewed until all related information is available.
- B. Provide Contractor's stamp, signed by Contractor's authorized Representative/Consultant certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
- C. Accompany each submittal submission with a transmittal letter containing:
 - 1. Name of Owner and Owners Representative/Consultant.
 - 2. Project title, project number and site address.
 - 3. Submittal identification number and date.

4. Contractor's name and address.
 5. Contractor's submittal preparer's name and title.
 6. Subcontractors, Supplier and manufacturer's name as applicable.
 7. Submittal description with applicable specification section number and title.
 8. Drawing number and detail references, as applicable.
 9. Identification and quantity of each shop drawing, product data and sample and all other pertinent data.
 10. Date of all revisions with Construction Project title and submittal numbers.
 11. Name and address of Subcontractor, Supplier and/or Manufacturer.
- D. Do not proceed with work until all relevant submittals have been reviewed by the Owner or the Owner's Representative/Consultant

2.2 SHOP DRAWING SUBMITTALS

- A. The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Contractor to illustrate details of a portion of Work.
- B. Shop Drawings shall be drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- C. Minimum scale for reference drawings is (1/4" = 1'-0"). Minimum scale for detail drawings 1s (1/2" = 1'-0"). Scales must be noted on all documentation. Any drawings which have been reduced must be so noted.
- D. Submit Shop Drawings on sheets at least (8-1/2 by 11 inches) but no larger than (24 by 48 inches).
- E. Identify all shop drawings with the name of the Project, list of equipment, description of materials, classified item numbers and installation locations. Reference project drawing sheet numbers, details and specification items as shown in the Contract Documents wherever possible.
- F. Shop Drawings shall indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work including but not limited to the following:
 1. Scaled Dimensions, including dimensions established by field measurement.
 2. Identification of all products and materials included, (size, type and quantity).
 3. Connection configurations, attachment and anchorage details.
 4. Anchorage and fastener type, (size, type and quantity) as applicable.
 5. Compliance with specified standards.
 6. Notation of coordination requirements, construction sequences and relationships of separate components where necessary to avoid conflicts during construction.
 7. Indication of deviation from Contract Documents, reproducible in black and white.
 8. Seal and signature of professional engineer if specified.
- G. Submit electronic copies in scaled PDF format of shop drawings for each requirement requested in the specification Project Sections and as the Owner or Owner's Representative/Consultant may reasonably request.

2.3 Shop Drawing Review

- A. The review of shop drawings by the Owner or Owner's Representative/Consultant is for the sole purpose of ascertaining conformance with the general concept of the Protect Drawings, Details, Specifications and the Contract Documents. Review of the shop drawings does not reduce or relieve the Contractor or Vendor's responsibility for verification of operator requirements, equipment, site conditions, dimensions, quantities, construction methods, details or code and regulatory requirements. Corrections or comments made on the review submittals do not relieve the contractor from compliance with the requirements of the project plans, specifications and contract documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains to fabrication processes or to techniques of construction and installation and for coordination of the work of all sub-trades.
- B. The Contractor / Contractors Manager shall make changes in the shop drawings as the owner or Owner's Representative/Consultant has addressed, consistent with the Contract Documents. When resubmitting, notify the Owner or Owner's Representative/Consultant in writing of revisions other than those requested.
- C. Changes made on shop drawings by the Owner or Owner's Representative/Consultant are not intended to change contract price. If adjustments affect value of Work, state such in writing to the Owner or Owner's Representative/Consultant immediately after receipt of approval of shop drawings. If the value of work is to change a change order must be issued prior to proceeding with work.

2.4 PRODUCT DATA

- A. Submit an electronic copy in PDF format of product data sheets or brochures for requirements requested in the Specification Sections and as requested by Owner or Owner's Representative/Consultant where shop drawings will not be prepared due to standardized manufacture of product.
 - 1. Supplement standard information to provide details applicable to the Project and delete all information not applicable to the Project.
 - 2. Cross-reference product data information to applicable portions of the Contract Documents.
- B. If upon review by the Owner or Owner's Representative/Consultant, no errors or omissions are discovered, submitted copies will be returned and fabrication and installation of work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of work may proceed.

2.5 SAMPLES

- A. Where color, pattern or texture is criterion, submit full range of samples.
- B. Submit samples of sufficient size and quantity to clearly illustrate functional characteristics and full range of colors and patterns. Where sample size has not been specified under individual section submittal instructions, sample size shall be 8" x 11". For items which have standard units or sizes (such as tile, etc.) provide three individual units minimum per color or pattern. Where variations may occur in color or finish, provide number of units/size of sample to show full range.
- C. Make changes in samples, which the Owner or Owner's Representative/Consultant may require, consistent with the Contract Documents.
- D. Adjustments made on samples by Owner or Owner's Representative/Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to the Owner or Owner's Representative/Consultant prior to proceeding with Work.
- E. Reviewed and accepted samples will become standard of workmanship and material against which installed Work will be verified.

2.6 MOCK -UP

- A. Erect mock-ups in accordance with the requirements outlined and specified in each of the Project Sections as it applies.

PART 3 - EXECUTION

3.1 OWNER / OWNER'S REPRESENTATIVE / CONSULTANT ACTION

- A. If necessary, the Owner or the Owner's Representative/Consultant will request additional information or documentation within five (5) Business Days of receipt of the Contractor's initial submittal. The Owner's Representative/Consultant will notify the Owner of recommended acceptance or rejection of the submittal within ten (10) Business Days of receipt of the request, or five (5) Business Days of receipt of additional information or documentation, whichever is later. The Owner or the Owner's Representative/Consultant will give final acceptance or rejection by the Owner not less than ten (10) Business Days after receipt of the each submittal.
- B. The Owner's Representative/Consultant will review each submittal, make marks to indicate corrections or modifications required, and return it. The submittals will be stamped with an action stamp marked with the appropriate actions as follows:
 - 1. "Approved": The submittal is approved and no further submittal is required.
 - 2. "Furnish as Corrected" (No Resubmission Necessary): The submittal is approved, with minor corrections marked or noted. No further submittal is required, except that if the noted corrections are made on the original by the Contractor before distribution, then two copies shall be forwarded to the Architect for record.
 - 3. "Revise and Resubmit" (Revise and Resubmit as Noted): Portions of the submittal are acceptable and approved, as noted; however, there are other portions which are not approved, or yet to be provided. Those portions not approved or incomplete must be resubmitted as noted. The submittal, in its entirety, will be approved only upon acceptable submission of non-approved or missing portions, assuming that nothing in the resubmittal conflicts with the previously approved portions.
 - 4. "Rejected" (Revise and Resubmit as Noted): This submittal does not meet the requirements of the Contract Documents. Resubmit information on an item, component, or layout that will conform to the requirements of the Contract Documents.
- C. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- D. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01640 - OWNER FURNISHED PRODUCTS / CONTRACTOR INSTALLED

PART 1 — GENERAL

1.1 SUMMARY

- A. DESCRIPTION: The Owner shall procure and provide certain Garland Roofing Products and Georgia Pacific DensDeck Materials for installation as shown and specified per the Contract Documents.
- B. RELATED WORK SPECIFIED ELSEWHERE:
 - 1. General: Products furnished and paid for by the Owner are described in the following technical sections and /or in the Drawings.
 - 2. OWNER SUPPLIED MATERIAL
Note that this project includes the installation of owner-supplied materials; the Owner has acquired a significant portion of the roofing material required for the project. It is the responsibility of the contractor to review all materials provided and supply any balance of materials required for a completed roofing assembly as the plans, specifications and manufacturers shop drawings show.

1.2 DEFINITIONS

- A. GENERAL: The following are used to identify products as noted on the Drawings.
- B. OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I.): Products or equipment furnished by the Owner for installation under this contract.
- C. OWNER FURNISHED OWNER INSTALLED (O.F.O.I.): Products or equipment to be provided and installed by the Owner, but requiring surfacing, backing, utility connections or other preparation under this contract, for proper installation.
- D. NOT IN CONTRACT (N.I.C.): Products or equipment to be provided and installed by Owner, not requiring surfacing, backing, utility connections or other preparation under this contract.

PART 2 — PRODUCTS

2.1 PRODUCTS

- A. ROOFING MATERIAL FURNISHED BY OWNER (O.F.C.I.): Owner-supplied material. Related specification sections include;
 - 1. Section: 01100 - Summary of Work
 - 2. Section: 01250 – Substitution Procedures
 - 3. Section: 01330 – Submittal Procedures
 - 4. Section: 06100 - Miscellaneous Carpentry
 - 5. Section: 07220 - Roof Deck Board
 - 6. Section: 07410 - Metal roofing Panels – Standing Seam
 - 7. Section: 07620 - Sheet Metal and Flashing

B. MATERIAL LIST

Any

QUANTITY	DESCRIPTION	UNIT SIZE
15,000 ft ² Sloped Roof Area	R-Mer Span - 18" Galv. Steel G90 22 Ga. THICKNESS Kynar Finish Including Gable Wall Roof Beam End Caps	per sq. ft
34	Fixed Ridge Assembly – Ridge Cap Trim & Off-set Cleats Ridge Cap Trim G-90 Galvanized Steel 22 gauge 18"-9.5" R-Mer SS Kynar - Mocha - 10' - 0" section	10' section
440	Head Closure with Neoprene- 18" (Steel) RSHEADCL18S	each
24	Clips - Standard Galvanized - RSCLIPSTDG	100
5	Clips - Gable - 16 gauge RSGABLECPE	25
11	1/8" SS Rivets - Colored to match	250 per bag
2	Zip Screw (Color Match) #8 x 1/2" Round Washer Head	250 per bag
34	Eave Trim 10'-0" Section G-90 Galv. Steel 22 gauge R-Mer SS Kynar – Mocha	10' section
8	Eave foam closure	50 ft. roll
23	Expanding Valley Assembly – Valley trim with diverter & Off-set Cleats G-90 Galv. Steel 22 gauge R-Mer SS Kynar Mocha - 10' - 0" section	10' section
18	Valley Trim foam closure	50 ft. roll
44	Valley closure strip $\frac{3}{8}" \times \frac{13}{16}"$ – 10' - 0" length	10' length
5	Rake foam closure	50 ft. roll
15	Butyl Tape - 16 rolls per case Head Closure	45 ft. per roll
2	Tripolymer Sealant Clear, Used for Exposed Areas (24 tubes per case) – 25 lineal ft. Per Tube	24 tubes
3	Butyl Sealant (for unexposed areas and trim lap joints) (30 tubes per case) – 25 lineal ft. Per Tube	30 tubes
4	Touch up Paint	2 oz.
36	Eave Edge Stiffener - 10' length	10' length
54	Flat Stock 22 ga. Standard Color G-90 Galv. Steel 22 gauge R-Mer SS Kynar – Mocha Rake Trim, Gutters, Downspouts, Roof Beam End Caps	4'x10' Sheet
1 of each	Panel Clip Plastic Shims (1/16", 1/8" & 1/4") - 400 per case	400 per case
78	R-Mer Seal 36" x 73' Roll underlayment (200 ft ² coverage per roll)	36"x73' roll
1	Electric Seamer - Rental	2 Weeks
1	Shop drawings - Required for warranty	101-250 sq.s
	30-Year NDL Warranty Metal & BUR / No Charge	
	Manufacturer Inspections / No Charge	
Georgia Pacific – Gypsum Products		
480	DensDeck Prime – 1/4" (4'x8' Sheet)	4'x8' Sheet

material or accessories required for the installation of the roof system in excess of the Owner provided material must be supplied by the Contractor. It is the responsibility of the Contractor to determine the precise amount of material required for the completion of this project; and to provide excess material, as required. The cost to handle and break flashing metal from the Owner provided flat stock is the contractor's responsibility. The contractor is responsible to provide approved shop drawings and required measurements for all sheet metal products.

PART 3 - EXECUTION

2.2 OWNER'S RESPONSIBILITIES

- A. SUBMITTALS: Arrange for and deliver necessary shop drawings, product data and samples to Contractor.
- B. DELIVERY:
 - 1. General: Arrange and pay for product delivery to site, in accordance with construction schedule.
 - 2. Bill of Materials: Deliver supplier's documentation to Contractor.
 - 3. Inspection: Inspect jointly with Contractor.
 - 4. Claims: Submit for transportation damage and replacement of otherwise damaged, defective, or missing items.
- C. GUARANTEES: Arrange for manufacturer's warranties, bonds, service and inspections as required.

2.3 CONTRACTOR'S RESPONSIBILITIES

- A. SUBMITTALS: Review shop drawings, product data and samples and submit to The City of Ukiah with notification of any discrepancies or problems anticipated in use of product.
- B. DELIVERY:
 - 1. General:
 - a. At the time of submittal of Project Submittals provide measurements needed for all components needed to be ordered.
 - b. Designate the delivery date for each product in Progress Schedule.
 - 2. Receiving: Receive and unload products at site. Handle products at site, including uncrating and storage.
 - 3. Inspection: Promptly inspect products jointly with Owner; record shortages, damaged or defective items.
 - 4. Storage: Protect products from damage or exposure to elements.
- C. INSTALLATION:
 - 1. General: Assemble, install, connect, adjust and finish products, as stipulated in the respective section of Specifications.
 - 2. Repair and Replacement: Items damaged during handling and installations are responsibility of contractor.

END OF SECTION

DIVISION 02 – EXISTING CONDITIONS

SECTION 02070 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section describes the requirements for Selective Demolition and removal of portions of the existing building to accommodate New Work under other Sections, including, but not limited to the existing standing seam roofing system, eaves, fascia, overhangs, and soffits (as needed), and to any existing functioning, nonfunctioning or abandoned roof equipment and penetrations.

1.2 RELATED DOCUMENTS

- A. Project sheet drawings, details, specifications, addenda and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections apply to this Section.
- B. Related Sections:
 - 1. Section: 01100 - Summary of Work
 - 2. Section: 06100 - Miscellaneous Carpentry
 - 3. Section: 07220 - Roof Deck Board
 - 4. Section: 07410 - Metal roofing Panels – Standing Seam
 - 5. Section: 07620 - Sheet Metal and Flashing

1.3 SUMMARY

- A. Removal of the existing standing seam steel roofing system, removal of the existing gable wall roof beam sheet metal end caps, replace or repair all fungus or water damaged nonstructural and structural wood elements, and all unforeseen related demolition and repair work as needed for the installation of a complete and weatherproof class (A) fire rated standing seam steel roofing assembly

1.4 QUALITY ASSURANCE

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

1.5 PROJECT CONDITIONS

- A. The Museum will be open to the public during standard operating hours and Museum Staff will be occupying the building and the immediate areas surrounding the construction work. All safety measures shall be applied and adhered to by the Contractor in accordance to the Project Related Sections and Contract Documents. The Contractor shall provide not less than seventy two (72) hours written notice to the City of Ukiah and the City of Ukiah's Project Manager regarding activities that will impact the security of the Museum or its contents, beyond the Contractor's normal working hours.

- B. Access:
1. The Contractor shall maintain access to Museum, unaffected areas of the site and other adjacent facilities.
 2. The Contractor shall not close or obstruct, occupied and unoccupied facilities, parking lots, driveways and walkways without written permission from the City of Ukiah.
 3. Utility Service: The Contractor shall maintain existing utilities and protect them against damage during construction, especially fire suppression and security systems, including fences and gates currently securing the property.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

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

PART 3 – EXECUTION

3.1 EXAMINATION OF EXISTING CONDITIONS

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

3.2 PREPARATION

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

3.3 SELECTIVE DEMOLITION

A. General:

1. Remove existing metal roofing system down to the existing Garland R-Mer underlayment on the plywood roof deck. Remove damaged existing construction, only to the extent required to accommodate the new work, and as indicated in the Project Construction Documents. Use methods required to complete the work, within the limitations as follows:
2. Remove decayed, vermin or fungus-infested, or otherwise dangerous or unsuitable materials.
3. Remove all such materials, and lower to ground by methods suitable to avoid free fall, and to prevent ground impact or dust generation.
4. Dispose of demolished items and materials promptly.
5. Return elements of construction and surfaces that are to remain, to their condition existing prior to any Selective Demolition operations.

B. For all removed and reinstalled items, the Contractor shall comply with the following:

1. Clean and repair items to functional condition and adequate for the intended reuse. Paint equipment to match new equipment.
2. Protect items from damage during transport and storage.
3. Reinstall items in locations indicated on the Construction Documents, and comply with the installation requirements for new materials and equipment.
4. Provide connections, supports, and miscellaneous materials necessary to make reuse items functional for the use indicated in the Construction Documents, or that can reasonably be inferred.

C. Existing Items to Remain:

1. Protect construction indicated to remain, against damage and soiling during Selective Demolition activities. When permitted by the City Ukiah, items may be moved to a suitable, protected storage location, during Selective Demolition, until reinstalled in their original locations after Selective Demolition operations are complete.

D. Cleaning:

1. Clean adjacent structures and improvements of dust, dirt, and debris, caused by Selective demolition operations. Return adjacent areas to condition existing prior to Selective Demolition operations'.

3.4 PATCHING AND REPAIRS

A. General:

1. Promptly repair all damage to adjacent construction caused by Selective Demolition operations.

B. Repairs:

1. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

C. Finishes:

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

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Disposal: Transport demolished materials off the City of Ukiah's property and legally dispose of them.

END OF SECTION

DIVISION 06 - WOOD & PLASTICS

SECTION 06100 – MISCELLANEOUS CARPENTRY

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Project sheet drawings, details, specifications, addenda and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections apply to this Section.
- B. Related Sections:
 - 1. Section: 01100 - Summary of Work
 - 2. Section: 02010 - Selective Demolition
 - 3. Section: 07220 - Roof Deck Board
 - 4. Section: 07410 - Metal roofing Panels – Standing Seam
 - 5. Section: 07620 - Sheet Metal and Flashing
- C. Governing Documents include:
 - 1. Current California Building Code & Related Standards (CBC)
 - 2. American Society of Testing and Materials (ASTM).
 - 3. West Coast Lumber Inspection Bureau's (WCLIB) "Standard Grading Rules" B. Guideline Standards for Quality of Work
 - 4. National Design Specification for Wood Construction (NOS)
 - 5. American National Standard Institute (ANSI)

1.2 SUMMARY

- A. This Section Includes all Miscellaneous Carpentry required to complete the work as required and specified in the Construction Documents.
- B. Carpentry includes, but is not limited to selective demolition and rebuilding of the existing roof eaves, soffits, and fascia as needed to accommodate the New Work. Also, for tear-off and replacement of plywood and other roof and decking material as needed for the installation of a complete and weatherproof class (A) fire rated standing seam steel roofing assembly. This Work will be completed at a fixed material and/or hourly rate as agreed to as part of this contract.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Wood: The following shall apply:
 - 1. Framing Lumber: (S4S) Douglas Fir No. (2) & Better grade, (19%) moisture content maximum or as specified in the project Sheet Drawing, Details and Specifications.
 - 2. Fascia & Soffit Trim Boards: Redwood. kiln dried, clear heart or better. Match existing sizes and profiles.

- B. Fasteners: The following shall apply or as specified in the project Sheet Drawing, Details and Specifications:
 - 1. Vinyl coated nails shall be used for weather protected framing conditions.
 - 2. Hot dipped galvanized or stainless nails shall be used for all exterior weather exposed locations.
 - 3. Construction Adhesive: Dap Latex Construction and Sub-Floor Adhesive, or approved equal.

PART 3 - EXECUTION

3.1 CARPENTRY GENERAL

- A. Carpentry shall be done by competent workmen, experienced in Work of the types specified herein, and in accordance with the best standards of carpentry practice.
- B. Workmanship: Fit members closely, set accurately to required lines and levels, and secure rigidly in place. Set horizontal and inclined members with crown edge up. Bolt, nail, and spike thoroughly with not less than sizes and quantities required to conform to Chapter 23 of the current California Building Code (CBC), and provide full contact at all bearing surfaces for structural members.
- C. Verify all conditions at the Project site, affecting the Work. Coordinate carpentry with rough-ins and installations under other sections Work applying to this Project.

3.2 FINISH CARPENTRY GENERAL

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

END OF SECTION

DIVISION 07 – THERMAL & MOISTURE PROTECTION

SECTION 07220 - ROOF DECK BOARDS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Project sheet drawings, details, specifications, addenda and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections apply to this Section.
- B. Related Sections:
 - 1. Section: 01100 - Summary of Work
 - 2. Section: 01250 – Substitution Procedures
 - 3. Section: 01330 – Submittal Procedures
 - 4. Section: 01640 - Owner Furnished Contractor Installed Materials
 - 5. Section: 02010 - Selective Demolition
 - 6. Section: 06100 - Miscellaneous Carpentry
 - 7. Section: 07410 - Metal roofing Panels – Standing Seam
 - 8. Section: 07620 - Sheet Metal and Flashing

1.2 SUMMARY

- A. Section includes material and installation specifications for Dens Deck fiberglass-mat faced gypsum roof boards for application over a properly prepared wood plywood roof deck substrate for the installation of a complete and weatherproof class (A) fire rated standing seam steel roofing assembly.
- B. Items specified in this section are applicable whether shown or not.

1.3 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM C209 Standard Test Method for Cellulosic Fiber Insulating Board.
 - 2. ASTM C472 Standard Test Methods for Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete.
 - 3. ASTM C473 Standard Test Methods for Physical Testing of Gypsum Panel Products.
 - 4. ASTM C1177 Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing.
 - 5. ASTM D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
 - 6. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 7. ASTM E96 Standard Test Methods for Water Vapor Transmission of Materials.
 - 8. ASTM E108 Standard Test Methods for Fire Tests of Roof Coverings.

9. ASTM E136 Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 C.
10. ASTM E661 Standard Test Method for Performance of Wood and Wood-Based Floor and Roof Sheathing Under Concentrated Static and Impact Loads.
- B. Underwriters Laboratories (UL) - UL 790 Standard Test Methods for Fire Tests of Roof Coverings.
- C. Factory Mutual Research (FM) - Roof Assembly Classifications.
- D. National Roofing Contractors Association (NRCA) - Roofing and Waterproofing Manual.
- E. Underwriters Laboratories, Inc. (UL) - Fire Hazard Classifications.
- F. Warnock Hersey (WH) - Fire Hazard Classifications.
- G. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
- H. Steel Deck Institute, St. Louis, Missouri (SDI).

1.4 SUBMITTALS

- A. Product data and Installation Instructions:
 1. Submit Dens Deck Board Manufacturer's product data sheets including substrate preparation, installation instructions, specified fastener type and fastener placement required for the project roof deck and manufacturer's roofing system.
 2. Provide approval letters from both the Dens Deck Board and Roofing Manufacturers for use of the Dens Board Deck Board within the project specified roofing system.
- B. Certification:
 1. Provide approval letters from the Roof Manufacturer's specifying the Dens Deck Board fasteners furnished, and placement of fasteners is acceptable for the project specified roofing system.
 2. Provide approval letters from the Roofing Manufacturer that the Dens Deck Board used within the project roofing system meets a certified and approved Class (A) fire rated roofing assembly.
- E. Submit roof manufacturer's certification that Dens Deck Board furnished is acceptable to Roof Manufacturer as a component of the roofing system and is eligible for the Roof Manufacturer's system warranty.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class (A) for external fire and meets local or nationally recognized building codes.
- B. Manufacturer's Certificate: Certify that the roof system is fastened to meet or exceed the requirements of FM 1-90.
- C. Pre-installation meeting: Refer to Division 07 roofing specifications for pre-installation meeting requirements.
- D. Inspection: Where applicable, allow for Owner's inspection and moisture testing and reporting prior to installation of Dens Deck Roof Boards.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
 - 1. Any protective, plastic factory packaging that is used to wrap the Dens Deck Roof Boards for shipment is intended to provide temporary protection from moisture exposure during transit only and is not intended to provide protection during storage after delivery.
 - 2. Remove any plastic packaging from the Dens Deck Roof Boards immediately upon receipt of delivery. Failure to remove plastic packaging may result in entrapment of condensation or moisture.
- B. Store all Dens Deck Board materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any Dens Deck material that has been exposed to any moisture shall be removed from the project site.
 - 1. Keep materials enclosed in a watertight, ventilated enclosure.
 - 2. Store materials off the ground. Use adequate supports to keep the bundles flat, level and dry. Any warped, broken or wet Dens Deck Boards shall be discarded.
- C. Care should be taken during installation to avoid the accumulation of moisture in the system. Roof boards shall be covered the same day as installed. Avoid application of roof boards during rain, heavy fog and any other conditions that may deposit moisture on the surface. Avoid the overuse of non-vented, direct-fired heaters during winter months. Any warped, broken or wet Dens Deck Boards that occurs during installation shall be removed and replaced.

1.7 FIELD CONDITIONS

- A. Application standards shall be in accordance with design assembly specifics, system manufacturer requirements and the Dens Deck Roof Board Application and Technical Guidelines.
- B. Do not install Dens Deck Boards that are moisture damaged. Indications that panels are moisture damaged include, but not limited to, discoloration, sagging, or irregular shape.
- C. Installed Dens Deck Roof Boards shall be dry, with free moisture content of less than 1% using a moisture meter that has been set to the gypsum scale, before applying adhesive, asphalt or membrane.
- D. All components used in roofing systems, including Dens Deck Roof Boards, shall be protected from exposure to moisture before, during and after installation.

PART 2 - PRODUCTS

2.1 PRODUCTS - GENERAL

- A. Basis of Design:
 - 1. Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1 of this Section.

B. Substitutions:

1. Products proposed as equal to the products specified in this Section shall be submitted in accordance with Section 1250 – Substitution Procedures and Bidding Requirements and as outlined below:
 - a. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in California. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
 - b. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the City of Ukiah or their Representative.
 - c. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
 - d. The City of Ukiah decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 DENS DECK ROOF BOARD MATERIALS

A. Dens Deck Roof Board:

1. Qualities: Nonstructural glass mat faced, noncombustible, water resistant treated gypsum core panel.
2. Board Size: Four feet by eight feet (4'x8').
3. Thickness: Five Eighths (1/4) inch.
4. R-Value: 0.28 (Dens Board only).
5. Compliances: UL, WH or FM listed under Roofing Systems.

2.3 RELATED MATERIALS

A. Fasteners:

1. Corrosion resistant screw fastener as specified by the Dens Deck Board and Roofing Manufacturers.
2. Factory Mutual Tested and Approved with three (3) inch coated disc for I-90 rating for installation and penetration below and existing plywood deck.

2.4 MANUFACTURERS

- A. Georgia-Pacific Gypsum LLC products as specified herein.

2.5 COATED PRIME FIBERGLASS-MAT FACED GYPSUM DENS DECK ROOF BOARDS:

A. Fiberglass Mat Faced Gypsum Roof Board:

1. Georgia Pacific DensDeck® Prime with EONIC™ Technology Roof Boards.
2. Thickness: 1/4 inch.
3. 4' x 8' sheet boards.
4. Weight: 1.2 psf
5. Surfacing: Primed Fiberglass Mat.

6. Flexural Strength, Parallel (ASTM C473): 40 lbf, minimum.
7. Flute Span (ASTM E661): 2-5/8 inches.
8. Permeance (ASTM E96): Greater than 30 perms.
9. R-Value (ASTM C518): 0.28.
10. Water Absorption (ASTM C473): Less than 5 percent of weight.
11. Surface Water Absorption (ASTM C473): Nominal 1.0 grams.
12. Compressive Strength (Applicable Sections of ASTM C472): Nominal 900 pounds per square inch.
13. Flame Spread/ Smoke Development (ASTM E84): Not more than 0 Flame Spread, 0 Smoke Development
14. Combustibility (ASTM E136): Noncombustible
15. Fire resistance rating (UL 790 and ASTM E108): Class A
16. Mold Resistance (ASTM D3273): Scored a 10

PART 3 – EXECUTION

3.1 INSTALLATION

A. Attachment with Mechanical Fasteners:

1. Corrosion resistant screw fastener as specified by the Dens Deck Board and Roofing Manufacturers.
2. Factory Mutual Tested and Approved with three (3) inch coated disc for I-90 rating for installation and penetration below and existing plywood deck.
3. Fastener placement as specified by the Dens Deck Board and Roofing Manufactures for a Class (A) Fire Rated Roof Assembly with a Garland R-Mer Span roofing system mounted on hat channels secured to the structural framing of the roof with combustible plywood roof deck.

3.2 CLEANING

- #### A.
- Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive a Garland R-Mer Seal roofing underlayment or an equivalent underlayment as approved by the Roofing Manufacture and the City of Ukiah.

3.3 CONSTRUCTION WASTE MANAGEMENT

- #### A.
- Remove and properly dispose of waste products generated during installation. Comply with requirements of authorities having jurisdiction.

PART 4 - OWNER SUPPLIED MATERIALS

4.1 MATERIAL QUANTITIES

A. Contractor must include in their base bid any additional materials to complete the roofing project. Contractor must provide all labor to install owner-supplied materials as part of their bid. All materials not specifically included in the owner-supplied materials section will be the responsibility of the contractor to provide and install in compliance with sections 07220, 0741 and 07620. Freight charges of Owner supplied materials will be the responsibility of the Owner. Contractor must take delivery of materials, properly cover and store at jobsite or their shop. Contractor must be able to provide certification in writing from roof system manufacturer that the contractor is approved to install the specified roof system and provide all warranty requirements of sections 0741 and 07620. The Owner will supply the materials and quantities as listed in section 01640.

END OF SECTION

DIVISION 07 – THERMAL & MOISTURE PROTECTION

SECTION 07410: METAL ROOFING PANELS - STANDING SEAM

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work described in this section applies to a completed Class (A) Fire Rated roofing assembly consisting of a factory finished preformed standing seam steel roofing system on an existing combustible plywood roof deck with new ¼" Dens Deck Board covered with Garland R-Mer Seal or an equivalent 40 mil minimum high temperature peel and stick underlay suitable for vertical applications at curbing and parapet walls. The manufactured metal roofing system shall incorporate standing seam steel roofing panels, clips, steel hat channels, perimeter flashing and trim, roof penetration flashing and counterflashing, ridge caps, valley and ridge trim assemblies, eave closures assemblies, eave drip stiffeners, coping and rake trim, gutters with expansion joints, down spouts and all miscellaneous sheet metal flashing / trim, closure foam, sealants and fasteners to complete a waterproof Class (A) fire rated roofing assembly.

1.2 RELATED DOCUMENTS

- A. Project sheet drawings, details, specifications, addenda and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections apply to this Section.
- B. Related Sections:
 - 1. Section: 01100 - Summary of Work
 - 2. Section: 01250 – Substitution Procedures
 - 3. Section: 01330 – Submittal Procedures
 - 4. Section: 01640 - Owner Furnished / Contractor Installed Products
 - 5. Section: 02010 - Selective Demolition
 - 6. Section: 06100 - Miscellaneous Carpentry
 - 7. Section: 07220 - Roof Deck Board
 - 8. Section: 07620 - Sheet Metal and Flashing

1.3 SUMMARY

- A. This section includes materials, fabrication and installation specifications for the standing seam steel roofing panels, gutters and accessories as specified in the project contract documents for installation of a complete and weatherproof class (A) fire rated standing seam steel roofing assembly.
- B. Items specified in this section are applicable whether shown or not.

1.4 SUBMITTALS

- A. Submittals shall be prepared in accordance to Section 01330 – Submittal Procedures.
- B. Shop Drawings:
 - 1. Show fabrication and installation layouts of sheet metal roofing system, including plans, elevations, sections, expansion joint locations, keyed details and project specific specifications. Distinguish between shop and field assembled work. Provide shop drawings of the roofing system with flashings and accessories in project specific sheet drawings with associated fabrication and installation details.
 - 2. Include metal thickness and finishes, panel lengths, joining details, fastening anchorage details, flashings and special fabrication provisions for termination and penetrations. Indicate relationships with adjacent and interfacing work.
 - 3. Shop drawings must be completed by the metal panel manufacturer's engineering department. Any and/or all changes recommended by the successful bidder must be approved by the manufacturer in writing prior to submittal.
- C. Product Data: Include manufacturer's detailed material and system description, sealant and closure installation instructions, engineering performance data and finish specifications.
- D. Design Test Reports:
 - 1. Provide pullout values of the fastener types and spacing's as indicated on the project drawings.
 - 2. Submit copy of manufacturer's minimum design load calculations according to ASCE-7-16. See Garland calculations as indicated on drawings.
 - 3. Submit copy of certification from manufacturer stating that specified system has been tested in accordance with ASTM E1592 requirements by an independent Engineering Firm. All test results must be submitted including Air (ASTM E 283) Infiltration Tests. These test results must meet or exceed those listed in Section 1.8 (Performance Criteria) and be stamped by an independent Engineering Firm.

1.5 INSTALLER QUALIFICATIONS

- A. Installer:
 - 1. Engage an experienced metal roofing contractor (erector) to install a standing seam system who has a minimum of five (5) years' experience specializing in the installation of structural standing seam metal roof systems.
 - 2. Contractor must be certified by the Roofing Manufacturer specified as the supplier of structural standing seam system and obtain written certification from manufacturer that installer is approved for installation of the specified system. The contractor must supply a copy of this certification to the City of Ukiah prior to proceeding with the roofing installation.
 - 3. The contractor is required to maintain a full-time supervisor / foreman who is on the job-site at all times during installation of new roof system. Foreman must have a minimum of five (5) years' experience with the installation of system similar to that specified.

1.6 MANUFACTURER QUALIFICATIONS

- A. The materials outlined in the Material and Method Specifications are based on the performance characteristics of the R-Mer Span - Steel Panel system by the Garland Company. Metal panels must be pre-manufactured in the roofing manufacturer's shop and engineered for this project. Roofing panels will not be allowed to be formed at the job-site.

- B. Should the bidder wish to propose an alternate manufacturer and/or material than that specified, Section 1250 – Substitute Procedures must be followed and address the requirements as outlined below:
1. Submit certified test reports from a testing laboratory that bear the stamp of a registered California P.E. to show compliance with specified performance criteria. Test reports must meet the specified negative uplift pressures as listed per this specification for the gauge, panel width and clip spacing specified as confirmed by manufacturers ASTM E1592 test results. See Garland calculations as indicated on drawings.
 2. Empirical calculations for roof performance shall only be acceptable for positive loads.
 3. Indicate fastener types and spacing's and provide fastener pullout values.
 4. Submit copy of manufacturer's Factory Mutual Certification for specified system. See Garland calculations as indicated on drawings.
 5. Submit copy of certification from manufacturer stating that specified system has been tested in accordance with ASTM E1592 requirements by an Independent Engineering Firm. All test results must be submitted including Air (ASTM E 283) Infiltration and meet or exceed those listed in Section 1.8 (Performance Criteria).
 6. A list of a minimum of five (5) jobs where the proposed alternate material was used under similar conditions. The reference list shall include date of project, size of project, address and contact telephone number.
 7. A financial statement demonstrating a current ratio of 2:1 (current assets to current liabilities).
 8. A written statement from the manufacturer stating that they will provide the building owner with a daily site inspection for a minimum of one (1) hour by an experienced, full time employee of the company.
 9. A written statement from a corporate officer of the manufacturing company stating that he or she has reviewed the specifications and confirms that the proposed system meets or exceeds all performance requirements listed as well as meets the panel size, gauge, weight, clip design, sealant design, uplift pressures and height of the vertical seam.
 10. A copy of manufacturer's 30 year NDL roofing system warranty.
- C. The following samples must be submitted by alternate manufacturers:
1. Submit sample of panel section, at least 6" x 6" showing seam profile and also a sampler of color selected.
 2. Submit sample of panel clip(s).
- D. The City of Ukiah decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Manufacturer's responsibility:
1. Protect components during fabrication and packing from mechanical abuse, stains, discoloration, and corrosion.
 2. Provide protective interleaving between contact areas of exposed surfaces to prevent abrasion during shipment, storage, and handling.
 3. Deliver materials in sealed packages, with Manufacturer's labels intact and legible.

- B. Installer's responsibility:
 - 1. Store materials off ground providing for drainage; under cover providing for air circulation; and protected from wind movement, foreign material contamination, mechanical damage, cement, lime or other corrosive substances.
 - 2. Handle materials to prevent damage to surfaces, edges and ends of roofing sheets and sheet metal items. Damaged material shall be rejected and discarded.

1.8 JOB CONDITIONS

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for preformed metal roofing system.
- B. Protection:
 - 1. Provide protection or avoid traffic on completed roof surfaces.
 - 2. Support no roof-mounted equipment directly on roofing system.
- C. Ascertain that work of other trades which penetrates the roof or is to be made watertight by the roof is in place and approved prior to installation of roofing.

1.9 QUALITY CRITERIA

- A. Applicable standards:
 - 1. American Iron and Steel Institute (AISI): S100-07 Specification for the Design of Cold-Formed Steel Structural Members.
 - 2. American Society for Testing and Materials (ASTM): A653 Specification for Steel Sheet Zinc-coated (galvanized) or Zinc- Iron Alloy-coated (Galvannealed) by the Hot-Dip process. E283 Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen. E1592-01 Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
 - 3. Sheet Metal and Air Conditioning Contractors National Association (SMACNA): Architectural Sheet Metal Manual, Latest Edition.
 - 4. Underwriters' Laboratories (UL): Standard UL – 580 Tests for Wind-Uplift Resistance of Roof Assemblies. Standard UL – 790 Class A Fire Rated Materials.
- B. Applicable erection tolerances:
 - 1. Shim and align metal roof panel units within installed tolerances of (1/4 inch in 20 feet; 3/8" in 40 feet) on slope and location lines as indicated and with (1/8 inch) offset of adjoining faces and of alignment of matching profiles.

1.10 PERFORMANCE CRITERIA

- A. Thermal Movement:
 - 1. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
 - 2. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.

- B. Uniform wind load capacity:
1. Capacity shall be determined using pleated airbag method in accordance with ASTM E 1592, testing of sheet metal roof panels as follows:
 - a. (7.1) Roof test specimens shall be either full length or representative of the main body of the roof, free from edge restraint or perimeter attachments, continuous over one or more supports, and containing at least five panel modules for standing seam roof.
 - b. (7.1.2) No attachments shall be permitted at sides or end perimeter other than those that occur uniformly throughout roof. Side and end seals shall be flexible and in no way restrain crosswise distortion of panels.
 - c. (7.2.1) Panels and accessories shall be production materials of same type and thickness proposed for use on project.
 2. Installed roof system shall carry positive uniform design loads with a maximum system deflection of $L/180$ as measured at the rib (web) of the panel.
- C. Underwriters' Laboratories, Inc., (UL) fire resistance A ratings for roof assemblies. Underwriters' Laboratories, Inc., (UL) Class A fire rated materials per UL 790.
- D. ASTM E283: Static pressure air infiltration:
- | <u>Pressure</u> | <u>Leakage Rate</u> |
|-----------------|---------------------|
| 1.57 PSF | 0.0007 cfm/sq.ft. |
| 6.24 PSF | 0.0002 cfm/sq.ft. |
| 20.0 PSF | 0.0036 cfm/sq.ft. |
- E. Water penetration (dynamic pressure): No water penetration, other than condensation, when exposed to dynamic rain and 70 mph wind velocities for not less than five minutes duration, when tested in accord with principles of ASMA 501.1.
- F. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolation for conditions outside test range are not acceptable.
- G. Cool Roof Features:
- a. Aged Solar Reflectance = 0.20 or higher
 - b. Thermal Emittance = 0.75 or higher
 - c. SRI+ = 106 (initial) / 97 (3 years)
 - d. CRFC ID product = 0700-0028

1.11 WARRANTIES

- A. The City of Ukiah shall receive ONE WARRANTY from the Roofing Manufacturer covering all of the following criteria. Multiple warranties are NOT acceptable:
1. Manufacturer's 30 year no dollar limit (NDL) watertight warranty.
 2. Manufacturer's warranty shall be a total systems warranty for a complete weatherproof class (A) fire rated standing seam metal roofing assembly. The Roof Manufacturer further warrants that the roof system will not leak due to manufacturing defects or defective workmanship by the installation contractor.
 3. The Roofing Manufacturer will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur within thirty (30) years from the final completion date, with no dollar cost limit to the City of Ukiah

4. Pre-finished metal material shall require a written thirty (30) year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D2244 or chalking excess of 8 units per ASTM D659. If either occurs material shall be replaced per warranty, at no cost to the City of Ukiah.

1.12 PRE-INSTALLATION CONFERENCE

- A. Conduct pre-installation meeting at project site before each construction activity that required coordination with installation of preformed metal roofing system.
- B. The Roofing and Substrate Installer, a Representative from the Garlands Technical Team and an Engineering Representative for the City of Ukiah shall be present.
- C. Advise the City of Ukiah of scheduled meeting dates a minimum of fourteen (14) days in advance.
- D. Review progress of other construction activities and preparations for particular activity under construction at each pre-installation conference.
- E. Record significant discussions and agreements/disagreements of each conference, along with approved schedule. Distribute record of meeting to everyone concerned, promptly, including the City of Ukiah and their Project Representative.
- F. Do not proceed if conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of work and reconvene conference at earliest feasible date.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Metal Roofing System:
 1. Whenever a particular make of material, trade name and/or manufacturer's name is specified herein, it shall be regarded as being indicative of the minimum standard of quality required.
- B. Panel Material:
 1. Garland 22-gauge G-90 Galvanized Steel R-Mer Span Standing Seam Panels:
 - a. Panel Width = 18"
 - b. Standing Seam Height = $2\frac{3}{8}$ "
 - c. Standing Seam Width = 1"
 2. ASTM ASTM A 653/A 653M G-90 galvanized steel.
 3. High gloss, factory painted Kynar 500 fluorocarbon Mocha finish (30 year warranty).
- C. Gutter and Downspout Material:
 1. Roof Gutters & Downspouts shall be fabricated from Garland 22-gauge G-90 Galvanized Steel R-Mer SS Sheet Stock.
 2. ASTM A 653/A 653M G-90 galvanized steel.
 3. High gloss, factory painted Kynar 500 fluorocarbon Mocha finish to match R-Mer Span Roof Panels of same type kind and quality (30 year warranty).

D. Finish on surfaces:

1. Exposed surfaces on Steel: Metal roofing, gutters, ridge caps, drip stiffener, and flashing components shall receive factory applied Kynar 500 paint finish Mocha Color.
2. Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.

E. Characteristics:

1. Configuration: Standing seams incorporating mechanically interlocked, concealed anchor clips allowing unlimited thermal movement only in longitudinal direction of the panel and of configuration which will prevent entrance or passage of water:
 - a. Panel/Cap configuration must have a total of four (4) layers of steel surrounding anchor clip for prevention of water infiltration and increased system strength designed to limit potential for panel blow-off.
 - b. Profile of panel shall have mesa's every $\frac{1}{2}$ " o.c. continuous throughout panel which are a minimum of 1.5" wide. These will absorb thermal stresses, reduce oil canning in panel and increase load carrying capacity.
 - c. Exposed fasteners, screws and/or roof mastic is unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap (if required) and trim details (as per manufacturer's guidelines).
 - d. Panels must be furnished in continuous lengths from ridge to eave with no overlaps unless approved by manufacturer to length of run.
2. Seam must be 2-3/8" height for added upward pressures and aesthetic appeal. Seam shall have continuous anchor reveals to allow anchor clips to resist positive and negative loading and allow unlimited expansion and contraction of panels due to thermal changes. Integral (not mechanically sealed) seams are not acceptable.
3. Concealed Anchor Clips: Clips must be 16 gauge, 40,000 p.s.i. (G-90 galvanized steel) ONE (1) piece clip with projecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension:
 - a. Two-piece (2) clips are NOT acceptable.
 - b. Clip design must isolate sealant in panel cap from clip to insure that no sealant damage occurs from the clip during expansion and contraction.
 - c. Clip must maintain a clearance of a minimum of 3/8" between panel and substrate for proper ventilation to help prevent condensation on underside of panel and eliminate the contact of panel fastener head to panel.
4. Seam cap: Snap-on cap shall be a minimum of 1" wide "T" shaped of continuous length up to 45 feet accordingly to job condition and field seamed by means of manufacturer's standard seaming machine:
 - a. Cap shall be designed to receive continuous double bead of hot applied, foamed in place gasketing sealant which will not come in contact with the anchor clip to allow unlimited thermal movement of panel without damage to cap sealant.
 - b. Sealant shall be non-fatigue, nitrogen injected water barrier.
5. Panels shall be of a symmetrical design with snap on cap configuration such that individual panels may be removable for replacement without removing adjacent panels.
6. Panel ends shall be panned at ridge, headwall, and hip conditions where applicable.

F. Accessories:

1. Gable anchor clips: Standing Seam styles galvanized minimum thickness 16 gauge.
2. Fasteners:
 - a. Concealed fasteners: Corrosion resistant fasteners designed to meet structural loading requirements. The normal minimum fastener size shall be as indicated by the Roofing Manufacturer.
3. Closures: Factory pre-cut closed cell foam meeting ASTM D3575-93 a cross-linked closed cell polyolefin foam, enclosed in metal channel matching panels when used at hip and ridge.
4. Panel joint (end lap) sealant: Non-curing modified isobutylene tri-polymer tape of thickness to fully adhere to both surfaces being joined with indicated service life of 30 years.

2.2 ACCESSORY PRODUCTS

A. Sealant:

1. Acceptable products:
 - a. Concealed Application: PT1-707, Bostik Chem-Calk butyl sealant or Equal.
 - b. Exposed Application: The Garland Company, Tuff Stuff or Equal.

B. Underlayment:

1. Garland R-Mer Seal or approved equivalent 40 mil minimum high temperature peel and stick underlay suitable for vertical applications at curbing and parapet walls.
2. Underlayment shall be applied over the Dens Deck Board per Section 07220 and extend up all curbing, parapet walls and over rake wall and eave trim / fascia boards prior to placement of hat channels.

2.3 FABRICATION - GENERAL

- A. Shop fabricate metal roofing, gutter, and flashing components to the maximum extent possible, forming metal work with clear, sharp, straight, and uniform bends and rises. Hem exposed edges of flashings.
- B. Form flashing components and gutters from full single width sheet in minimum 10'-0" sections. Provide mitered corners, joined using closed end pop rivets and joint sealant.
- C. Fabricate roofing and related sheet metal work in accordance with the approved shop drawings and applicable standards.

2.4 FABRICATION – ROOF GUTTERS & DOWNSPOUTS

- A. Roof Gutters & Downspouts shall be fabricated from 22-gauge ASTM A 653/A 653M G-90 Galvanized Steel - Garland R-Mer SS Sheet Stock
- B. High gloss, factory painted Kynar 500 fluorocarbon Mocha finish to match R-Mer Span Roof Panels of same type kind and quality (30 year warranty).
- C. Fabrication of Roof Gutters & Downspout per Garland's Site Specific Drawing Sheet Details and Garland's Shop Drawing Submittal Installation Support Package Details:
 1. Gutter Joint Lap Details (Trim-1.6 through Trim-1.9) and Butt Joint Expansion Joint Detail (GEJ-1)
 2. Downspout RA Assembly Details (DS-1.1 through DS3.1)

- D. Install expansion joints on all gutter lines exceeding 50'-0" in length per SMACNA standard recommendations and Garland Butt Joint Expansion Joint Detail (GEJ-1).
- E. Gutters shall be fabricated and installed to maintain a level to a 1/8" in 12" negative downward slope to the Downspout Inlets.
- F. Downspouts shall be located at existing storm drain inlets with a watertight premanufactured or fabricated sheet metal coupler joint attached to the existing 4" diameter inlet lines.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Examine the alignment and placement of the building structure and substrate. Correct any objectionable warp, waves or buckles in the substrate before proceeding with installation of the preformed metal roofing. The installed roof panels will follow the contour of the structure and may appear irregular if not corrected.
- B. Establish straight side and crosswise benchmarks.
- C. Use proper size and length fastener for strength requirements. Approximately 5/16" is allowable for maximum fastener head diameter size beneath the panel.
- D. Pre-roofing conference: Prior to beginning metal roofing work, a pre-roofing conference shall be held to review work to be accomplished.
 - 1. Contractor, metal roofing subcontractor, metal roofing system manufacturer's representative, representative for the City of Ukiah and all other subcontractors who have equipment penetrating the roof or whose work involves access to roof shall be present.

3.2 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align metal roof panel units within installed tolerance of (1/4 inch in 20 feet; 3/8" in 40'-0" or more) on slope and location lines as indicated and with 1/8 inch offset of adjoining faces and of alignment of matching profiles.

3.3 ROOFING AND FLASHING INSTALLATION

- A. All roofing and flashing details will be shown on the roofing manufacturer's shop drawings and shall be included in the project documents. Install all roofing and flashings in accordance with the approved shop drawings, roofing manufacturer's product data and within the specified erection tolerances.
- B. Garland R-Mer Underlayment, or an approved equivalent underlayment shall be applied over the Dens Deck Board per Section 07220 and extend up all curbing, parapet walls and over rake wall and eave trim / fascia boards prior to placement of hat channels and sheet metal flashing.
- C. Install 16 gauge steel fabricated hat channels, roofing manufacturer supplied 16 gauge one piece panel clips and panel clip shims as needed to provide an even panel seam height and alignment within the specified project tolerances. Hat Channels shall be fastened to the structural roof members and spaced in accordance to the Project Specific Drawing Sheets and Detail Sheets prepared by the Roofing Manufacture. Hat channels shall not be directly fastened to the plywood roof decking without approved allowable strength and pull out data for the plywood connection as supplied by an approved third party testing laboratory and approved by the Roofing Manufacturer.

D. Installation of Roof Panels:

1. Roof panels can be installed by starting from either end and working towards the opposite end. Due to the symmetrical design of the specified panel system, it is also acceptable to start from the middle of the roof and work toward each end.
 2. A stainless steel pop rivet, as required, shall be secured through the anchor reveal of the panel leg and extend into the arms of the panel clip located at the ridge of the system. This is done at each arm of the clip along the ridge. The panel is then anchored at both sides of the clip. Be sure to capture all drilling debris during this operation with a rag or cloth placed on the panels at the drilling operation.
 2. The seam caps are shipped with two rolls of factory applied hot melt sealant located inside the caps. To install the caps, hook one side of the cap over the panel edge and rotate over the opposite panel leg. For ease of installation, start at one end of the panel and work toward the opposite end.
 3. A hand crimping tool is used to crimp the cap around the top of two adjacent panels. Caps shall then be permanently seamed with manufacturer's mechanical seamer.
- E. Isolate dissimilar metals from metals with bituminous coating. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate, and panels.
- F. Limit exposed fasteners to extent indicated on shop drawings.
- G. Anchorage shall allow for temperature expansion/contraction movement without stress or elongation of panels, clips, or anchors. Attach clips to structural substrate using fasteners of size and spacing as indicated on drawings to resist specified uplift and thermal movement forces.
- H. Seal laps and joints in accordance with roofing system manufacturer's product data. Coordinate flashing and sheet metal work to provide weathertight conditions at roof terminations in accordance with standards of SMACNA Manual.
- I. Provide temperature expansion/contraction movement of panels at roof penetrations and roof mounted equipment in accordance with system manufacturer's product data and design calculations.
- J. Installed system shall be true to line and plane and free of dents, and physical defects with a minimum of oil canning and within the applicable erection tolerances: Maximum variation from true planes or lines: ¼" in 20'-0"; 3/8" in 40'-0" or more.
- K. Form joints in linear sheet metal to allow for ¼" minimum expansion at 20'-0" o.c. maximum and 8'-0" from corners.
- L. At joints in linear sheet metal items, set sheet metal items in two ¼" beads of butyl sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.
- M. Remove damaged work and replace with new, undamaged components.
- N. Touch up exposed fasteners using paint furnished by roofing panel manufacturer and matching exposed panel surface finish.

3.4 FIELD QUALITY CONTROL

- A. Inspection will involve surveillance of work during installation to ascertain compliance with Roof Manufacturer's project site specific sheet drawings, details, specifications and installation tolerance specified for the roofing system. A Roofing Manufacturer's Representative shall inspect the work a minimum of 2 days per work week.

3.5 CLEANING

- A. To prevent rust staining on finished surfaces, immediately remove filings produced by drilling or cutting. Clean all exposed surfaces of roofing and accessories daily after completion of work.
- B. Touch up minor abrasions and scratches in finish. Touch up exposed fasteners using paint furnished by roofing panel manufacturer and matching exposed panel surface finish. Remove all scrap and construction debris from the site.

3.6 FINAL INSPECTION

- A. Final inspection will be performed by a Garland Representative, the City of Ukiah or their Representative in accordance with general requirements.

PART 4 - OWNER SUPPLIED MATERIALS

4.1 MATERIAL QUANTITIES

- A. Contractor must include in their base bid any additional materials to complete the roofing project. Contractor must provide all labor to install owner-supplied materials as part of their bid. All materials not specifically included in the owner-supplied materials section will be the responsibility of the contractor to provide and install in compliance with sections 07220, 0741 and 07620. Freight charges of Owner supplied materials will be the responsibility of the Owner. Contractor must take delivery of materials, properly cover and store at jobsite or their shop. Contractor must be able to provide certification in writing from roof system manufacturer that the contractor is approved to install the specified roof system and provide all warranty requirements of sections 0741 and 07620. The Owner will supply the materials and quantities as listed in section 01640.

END OF SECTION

DIVISION 07 – THERMAL & MOISTURE PROTECTION

SECTION 07620 - SHEET METAL AND FLASHING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Project sheet drawings, details, specifications, addenda and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections apply to this Section.
- B. Related Sections:
 - 1. Section: 01100 - Summary of Work
 - 2. Section: 01250 – Substitution Procedures
 - 3. Section: 01330 – Submittal Procedures
 - 4. Section: 01640 - Owner Furnished Contractor Installed Materials
 - 5. Section: 02010 - Selective Demolition
 - 6. Section: 06100 - Miscellaneous Carpentry
 - 7. Section: 07220 - Roof Deck Board
 - 8. Section: 07410 - Metal Roofing Panels – Standing Seam

1.2 Summary

- A. Section includes material, fabrication and installation specifications for sheet metal and roofing flashing, trim, closures, curbing, caps, coping, gutters, downspouts, gable wall roof beam end caps and required accessories as specified in the project contract documents for installation of a complete and weatherproof class (A) fire rated standing seam steel roofing assembly.
- B. Items specified in this section are applicable whether shown or not.
- C. Fabricated sheet metal items, including flashings, counter flashings, and other items in conformance with the project specification, drawings and details as follows:
 - 1. Metal edge system with continuous cleats.
 - 2. Flashing & Counterflashing
 - 3. Hat Channels
 - 4. Valley and Ridge trim Assemblies
 - 5. Eave Closures Assemblies
 - 6. Coping, Curbing and Parapet Wall sheet metal and flashing
 - 7. Ridge Caps and Rake Trim
 - 8. Roof Gutters with Expansion Joints, Downspouts & Drains
 - 9. Roof Beam End Caps at Gable Walls
 - 10. All other items as indicated in the project contract documents for installation of a complete and weatherproof class (A) fire rated standing seam steel roofing assembly.

1.3 SUBMITTALS

- A. Submittals shall be prepared in accordance to Section 01330 – Submittal Procedures.
- B. Shop Drawings:
 - 1. submit shop drawings for manufacturer and installer fabricated flashing, counterflashing, fascia, trim, capping, gutters, downspouts roof beam end caps and all other sheet metal fabrications as required for the installation of a complete and weatherproof class (A) fire rated steel standing seam roof.
 - 2. Indicate material type and gauge, finish of material, profile and dimensioning, jointing pattern, jointing details, terminations, fastening methods, fastener type, specified underlayments and installation details.
- C. Product data: Provide manufacturer's specification data sheets for each product
 - 1. Metal material characteristics and installation specifications.
 - 2. Submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specific can be approved.
 - 3. Fastener type, materials and installation specifications.
- D. Samples:
 - 1. Submit two samples 8x10 inch in size illustrating metal finish color.
 - 2. Submit two samples, 12 x 12 inch in size illustrating typical external corner, internal corner, and valley, junction to vertical dissimilar surface, material and finish.
- E. Certification:
 - 1. Submit roof manufacturer's certifications that metal fasteners furnished are acceptable to roof manufacturer.
 - 2. Submit roof manufacturer's certification that metal furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.
 - 3. Submit certification that metal and fastening system furnished is Tested and Approved by Factory Mutual for 1-90 Wind Up-Lift Requirements.
- F. Proof of contractor, fabricator and installer qualification certification from the Roofing Manufacturer for the application of the roofing system and associated sheet metal fabrication / flashing installation.
- G. ANSI-SPRI ES-1 test results for all coping and edge metal.
- H. Installer shop drawings and one installed mock-up end beam cap required for Gable Walls – Roof Beam End Caps Per Section 07620-2.4

1.4 WARRANTIES

- A. The City of Ukiah shall receive ONE WARRANTY from the Roofing Manufacturer covering all of the following criteria. Multiple warranties are NOT acceptable:
 - 1. Manufacturer's 30 year no dollar limit (NDL) watertight warranty.
 - 2. Manufacturer's warranty shall be a total systems warranty for a complete weatherproof class (A) fire rated standing seam metal roofing assembly. The Roof Manufacturer further warrants that the roof system will not leak due to manufacturing defects or defective workmanship by the installation contractor.

3. The Roofing Manufacturer will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur within thirty (30) years from the final completion date, with no dollar cost limit to the City of Ukiah
4. Pre-finished metal material shall require a written thirty (30) year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D2244 or chalking excess of 8 units per ASTM D659. If either occurs material shall be replaced per warranty, at no cost to the City of Ukiah.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements, except as otherwise indicated.
 1. Factory Mutual Loss Prevention Data Sheet 1-49 windstorm resistance: 1-90.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.
- B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials that could cause discoloration or staining.

PART 2 - PRODUCTS

2.1 SHEET MATERIALS

- A. Sheet Metal Material:
 1. Garland 22-gauge G-90 Galvanized Steel R-Mer SS Sheet Stock
 2. ASTM A 653/A 653M G-90 galvanized steel.
 3. High gloss, factory painted Kynar 500 fluorocarbon Mocha finish to match R-Mer Span Roof Panels of same type kind and quality.
- B. Should the bidder wish to propose an alternate manufacturer and/or material than that specified, Section 1250 – Substitute Procedures must be followed for approval.
- C. The City of Ukiah decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected

2.2 ACCESSORIES

- A. Fasteners:
 1. Corrosion resistant screw fastener as specified by the Roofing Manufacturer. Exposed fasteners shall have the same finish as the pre-manufactured roofing panels.
 2. Fastening shall conform to Factory Mutual 1-90 requirements or as stated on the section details, whichever is more stringent.
- B. Plastic Cement: ASTM D 4586, Type I.

2.3 FABRICATION - GENERAL

- A. Fabricate in accordance with referenced standards. Form sections true to shape, accurate in size, square, and free from distortion or defects. Form pieces as recommended by SMACNA standard for conditions required.
 - 1. Provide reinforcements and supports as required for secure anchorage.
 - 2. Make joints rigid. Seams mechanically strong and soldered or sealed to make watertight
 - 3. Fabricate corners in one piece with legs extending 30-inches each way to field joint. Lap, rivet, and solder or seal corner seams watertight.
 - 4. Turn up "end dam" flanges at ends of opening sill flashing pieces, lap with wall flashing and membranes to shed water.
 - 5. Fabricate cleats of same material as sheet, minimum 3/4 inches wide, interlockable with sheet.
 - 6. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.

2.4 FABRICATION - ROOF BEAM END CAPS - GABLE WALLS

- A. Gable wall roof beam end caps shall be fabricated from Garland 22-gauge G-90 Galvanized Steel R-Mer SS Sheet Stock.
 - 1. ASTM A 653/A 653M G-90 galvanized steel.
 - 2. High gloss, factory painted Kynar 500 fluorocarbon Mocha finish to match R-Mer Span Roof Panels of same type kind and quality.
- B. Top, sides and end of all exposed gable roof beam ends shall be covered with Garland R-Mer Seal or approved equivalent vertically applied peel and stick underlayment with mechanical anchorage as required and specified by the manufacture prior to the application of the roof beam end caps.
- C. Shop drawings for all roof beam end caps must be submitted, reviewed and approved by the City of Ukiah or approved City Representative prior to the fabrication of the remaining roof beam end caps.
- D. One roof beam end cap mock up shall be installed and approved by the City of Ukiah or approved City Representative prior to the fabrication of the remaining roof beam end caps.

2.5 FABRICATION – ROOF GUTTERS & DOWNSPOUTS

- A. Roof Gutters & Downspouts shall be fabricated from Garland 22-gauge G-90 Galvanized Steel R-Mer SS Sheet Stock.
 - 1. ASTM A 653/A 653M G-90 galvanized steel.
 - 2. High gloss, factory painted Kynar 500 fluorocarbon Mocha finish to match R-Mer Span Roof Panels of same type kind and quality (30 year warranty).

- B. Fabrication of Roof Gutters & Downspout per Garland's Site Specific Drawing Sheet Details and Garland's Shop Drawing Submittal Installation Support Package Details:
 - 1. Gutter Joint Lap Details Trim-1.6 through Trim-1.9)
 - 2. Gutter Butt Joint Expansion Joint Detail (GEJ-1)
 - 3. Downspout RA Assembly Details (DS-1.1 through DS3.1)
- C. Install expansion joints on all gutters exceeding 50'-0" length per SMACNA standard recommendations and Garland Butt Joint Expansion Joint Detail (GEJ-1).
- D. Gutters shall be fabricated to maintain as level to a 1/8" in 12" negative slope to the Downspout Inlets.
- E. Downspouts shall be located at existing storm drain inlets with a watertight premanufactured or sheet metal fabricated coupler joint to the existing 4" diameter inlet lines.

2.6 EDGE METAL SYSTEM AND METAL COPING SYSTEM

- A. ANSI SPRI ES-1 Pre Manufactured Coping system ANSI SPRI ES-1 tested and certified.

2.7 ROOF-RELATED SHEET METAL AND FLASHINGS

- A. Roof-Related Sheet Metal and Flashings: As indicated, as specified in related sections, as required by roofing material manufacturers and referenced standards. Coordinate work of this section with related sections. Provide complete systems without conflict or omission.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Inspect and clean all surfaces to receive flashing prior to installation. Commencement is indication of acceptance of condition
- B. Coordinate with affected trades work to be installed under their supervision.
- C. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- D. Verify roofing termination and base flashings are in place, sealed, and secure.
- E. Beginning of installation means acceptance of existing conditions.
- F. Field measure site conditions prior to fabricating work.

3.2 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

3.3 INSTALLATION

- A. Install work watertight, without waves, warps, buckles, fastening stress, or distortion, allowing for expansion and contraction. Conform to referenced standards. Make metal joints watertight.

- B. Fastening of metal to walls and wood blocking shall comply with SMACNA Architectural Sheet Metal Manual, Factory Mutual 1-90 wind uplift specifications and/or manufacturer's recommendations whichever is of the highest standard.
- C. All accessories or other items essential to the completeness of sheet metal installation and water tight envelope of the building, whether specifically indicated or not, shall be provided.
- D. Reglets: Install in accordance with manufacturer's installation instructions.
- E. Metal fascia and copings shall be secured to wood nailers at the bottom edge with a continuous cleat. Cleats shall be at least one gauge heavier than the metal it secures.
- F. Install Sheet Membrane Waterproofing at closure flanges, under metal copings, caps and platforms; fully adhered, free of voids, blisters and buckling; roll as soon as practical following layout. Minimize exposure time to that period recommended by the manufacturer.
- G. Flashing: Joints at 10-foot maximum spacing and at 2-1/2-feet from corners. Butt joints with 3/16-inch space centered over matching 8-inch long backing plate with sealer tape in laps.
- H. Flanged flashings and roof accessories: Set on continuous sealer tape. Nail flanges through sealer tape and at 3-inch maximum spacing.
- I. Isolate metal from dissimilar metal with 2 coats of specified asphaltic paint, sealer tape or other approved coating, specifically made to stop electrolytic action. Use only stainless steel fasteners to connect isolated dissimilar metals.
- J. Joints, fastenings, reinforcements and supports: Sized and located as required to preclude distortion or displacement due to thermal expansion and contraction. Conceal fastenings wherever possible.
- K. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- L. Flexible Flashing Installation:
 - 1. Prime substrates as recommended by flexible flashing manufacturer and allow to dry.
 - 2. Install flexible flashings in maximum feasible lengths to minimize lap joints.
 - 3. Peel release paper from roll to expose rubberized asphalt and position flashing to center over joint location before applying. Move along opening or joint, being careful to put flashing as evenly as possible over the opening. Avoid fishmouths.
 - 4. Press flashing firmly into place with heavy hand pressure. Ensure continuous and intimate contact with substrate.
 - 5. If wrinkles develop, carefully cut out affected area and replace as outlined above.
- M. Apply plastic cement compound between metal flashings and felt flashings.
- N. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- O. Seal prefinished metal joints watertight.
- P. Solder other metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.
- Q. Install roof drains per manufacturer's recommendations.
- R. Repair and replace damaged Work, or Work of poor or unacceptable workmanship, as determined by the industry standards cited, or as determined to be in non-conformance with the project plans, specification and details.

3.4 FIELD QUALITY CONTROL

- A. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements. Manufacturer's representative shall inspect the work a minimum of 2 days per work week.
- B. Tolerances
 - 1. Exposed surfaces: Free of dents, scratches, abrasions, or other visible defects; clean, ready for painting.
 - 2. Set flashings and sheet metal to straight, true lines with exposed faces aligned in plane as indicated.

3.5 SHOP FABRICATED SHEET METAL

- A. Installation Contractor shall be responsible for determining all sheet metal systems are in conformance with the project and roof manufacturer's plans, drawings and details.
- B. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.
- C. Hem exposed edges.
- D. Angle bottom edges of exposed vertical surfaces to form drip.
- E. All corners for sheet metal shall be lapped with adjoining pieces fastened and set in sealant.
- F. Joints for gravel stop fascia system, cap flashing, and surface-mount counterflashing shall be formed with a 1/4" opening between sections. The opening shall be covered by a cover plate or backed by an internal drainage plate formed to the profile of fascia piece. The cover plate shall be embedded in mastic, fastened through the opening between the sections and loose locked to the drip edges.
- G. Install sheet metal to comply with Architectural Sheet Metal manual, Sheet Metal and Air Conditioning Contractor's National Associations, Inc.

PART 4 - OWNER SUPPLIED MATERIALS

4.1 MATERIAL QUANTITIES

- A. Contractor must include in their base bid any additional materials to complete the roofing project. Contractor must provide all labor to install owner-supplied materials as part of their bid. All materials not specifically included in the owner-supplied materials section will be the responsibility of the contractor to provide and install in compliance with sections 07220, 0741 and 07620. Freight charges of Owner supplied materials will be the responsibility of the Owner. Contractor must take delivery of materials, properly cover and store at jobsite or their shop. Contractor must be able to provide certification in writing from roof system manufacturer that the contractor is approved to install the specified roof system and provide all warranty requirements of sections 07410 and 07620. The Owner will supply the materials and quantities as listed in section 01640.

END OF SECTION



SHOP DRAWING SUBMITTAL

INSTALLATION SUPPORT PACKAGE *8 1/2" x 11" spiral bound attachment*

- **(SC)** Panel System Components Tab
- **(PS)** Panel System Installation Support Tab
- **(RA)** Roof Application Support Tab
- **(FT)** Field Transition Support Tab

ARCHITECTURAL REVIEW

**CUSTOM ENGINEERED 11" X 17" SHOP DRAWINGS
DEVELOPED SPECIFICALLY FOR THIS PROJECT'S
DESIGN CONCEPT & REVIEW**

- **START AT THE YELLOW SECTION TAB •**

Provided by:

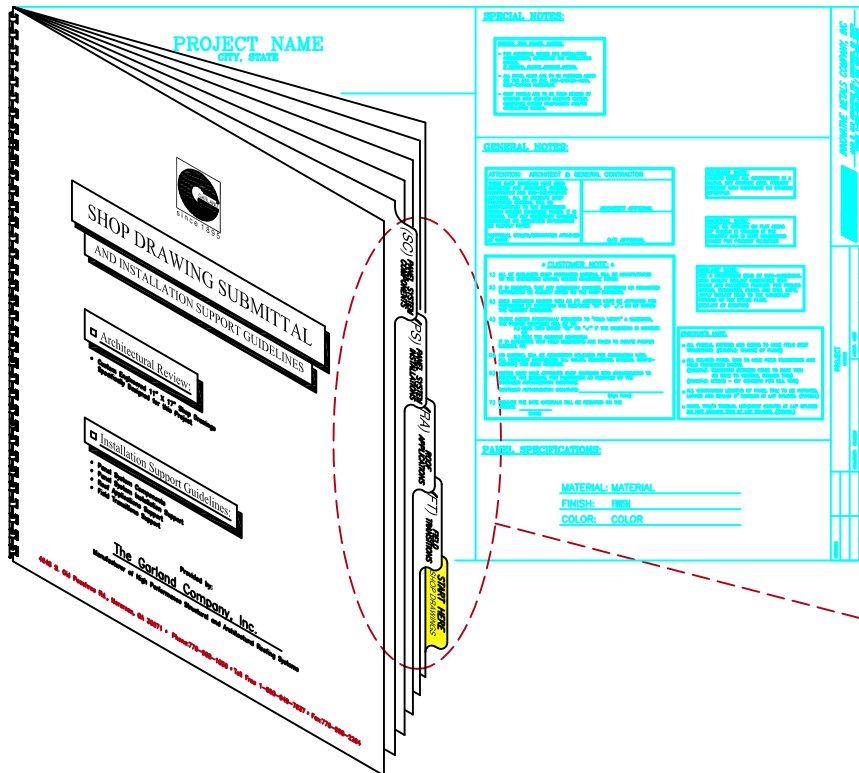
The Garland Company, Inc.

Manufacturer of High Performance Roofing and Building Envelope Solutions



THE GARLAND COMPANY, INC.
GARLAND CANADA, INC.
THE GARLAND COMPANY UK, LTD

GETTING STARTED!



Architectural Review:

ARCHITECT/INSTALLER REVIEW:
START AT THE YELLOW SECTION TAB!
REVIEW THE CUSTOM ENGINEERED,
PROJECT SPECIFIC 11" X 17" SHOP DRAWINGS
FOR ARCHITECTURAL APPROVAL.

Installation Review:

INSTALLATION GUIDELINES:
THE 8 1/2" X 11" DETAILS ARE PROVIDED FOR
INSTALLATION USE ONLY AND NOT REQUIRED FOR
ARCHITECTURAL REVIEW.

DURING SHOP DRAWING REVIEW:
"QUICK REFERENCE TABS" WILL REFER YOU TO THE
APPROPRIATE SUPPORTING 8 1/2" X 11"
INSTALLATION DETAIL OR COMPONENTS AVAILABLE
BY IMETCO.

(SC) Panel System Components

This section contains information on available parts, sealants, fasteners, snow guards and other components available from Innovative Metals.

(PS) Panel System Installations Support

This section contains supporting isometric assembly details. Not all of these details apply to your project! Your shop drawings will refer you to the appropriate supporting drawing(s).

(RA) Roof Applications Support

This section contains supporting isometric details such as trim laps, curbs, pipe boots, gutter and downspouts. Your roof plan will refer you to the appropriate supporting drawing(s).

(FT) Field Transitions Support

This section contains supporting isometric transition details you may encounter on your project. These details will NOT be referenced in your shop drawings, but are provided for your general use.

REVIEW THE CUSTOM 11" X 17" SHOP DRAWINGS!
During review, look for "QUICK REFERENCE TAB" symbols. They will refer you to Supporting Installation Details or available IMETCO components.



START HERE!
Shop Drawings





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Section SC

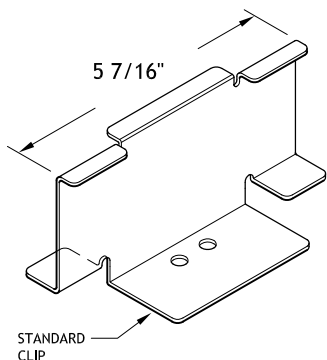
PANEL SYSTEM COMPONENTS



The following series of details is provided as a supplement to the 11" x 17" shop drawings.
ALWAYS start with your shop drawings! They will govern specific component assemblies.

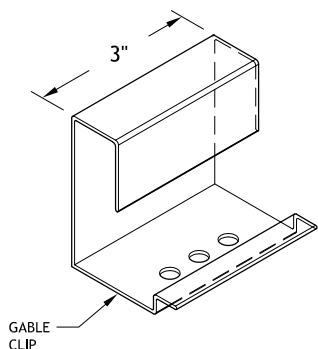
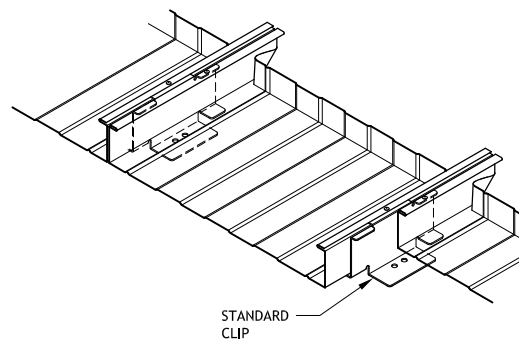
SECTION CONTENTS

DETAIL:	PAGE NO:
Panel Clips and Bearing Plate	1
Head Closure, Hip Closure and Foam Closures	2
Trim Components, Vent Strip and Hat Channel	3
Sealants, Adhered Snow Guard and Butyl Tape	4
Rivets, Drill Bits and Touch-up Paint	5
Pan-end Tool	6
Hand Crimper Tool	7
Electric Seamer Tool	8
Panel Clip Shims	9



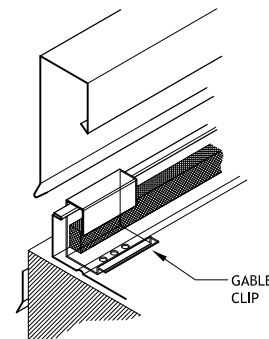
STANDARD PANEL CLIP

- ◆ ONE-PIECE DESIGN ALLOWING UNLIMITED THERMAL MOVEMENT.
- ◆ AVAILABLE IN 16 GA. GALVANIZED OR 16 GA. STAINLESS STEEL.
- ◆ EXAMPLE @ RIGHT. SEE SHOP DRAWINGS FOR COMPLETE ASSEMBLY REQUIREMENTS.

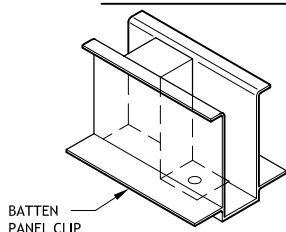


GABLE CLIP

- ◆ ONE-PIECE DESIGN ALLOWING UNLIMITED THERMAL MOVEMENT.
- ◆ ALL GABLE CLIPS ARE INSTALLED 24" o.c. MAX.
- ◆ AVAILABLE IN 16 GA. GALVANIZED OR 16 GA. STAINLESS STEEL, OR ALUMINUM.
- ◆ EXAMPLE @ RIGHT. SEE SHOP DRAWINGS FOR COMPLETE ASSEMBLY REQUIREMENTS.

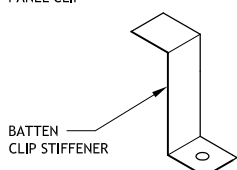
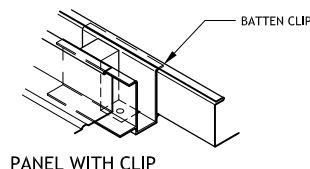


EDGE DETAIL

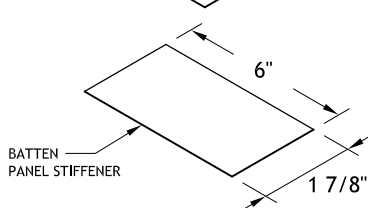
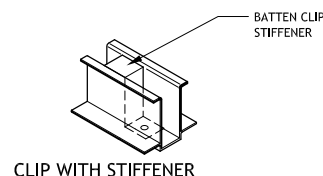


BATTEN CLIP

- ◆ BATTEN CLIP IS A ONE-PIECE DESIGN ALLOWING UNLIMITED THERMAL MOVEMENT.
- ◆ AVAILABLE IN 0.090" EXTRUDED ALUMINUM.

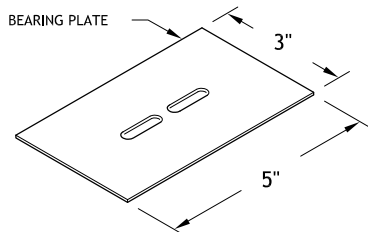
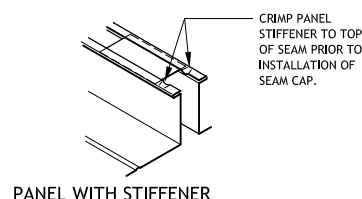


- ◆ BATTEN CLIP STIFFENER IS PART OF THE BATTEN CLIP ASSEMBLY.



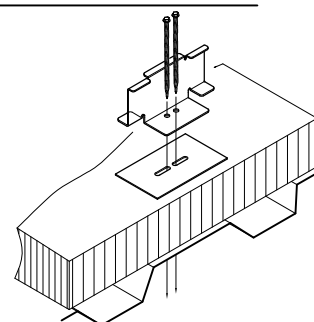
- ◆ BATTEN PANEL STIFFENER IS PART OF THE BATTEN CLIP ASSEMBLY.

- ◆ PROVIDED IN 10'-0" LENGTHS. INSTALLER CUT TO 6" PIECES. INSTALL MIDWAY BETWEEN CLIPS AS SHOWN @ RIGHT.



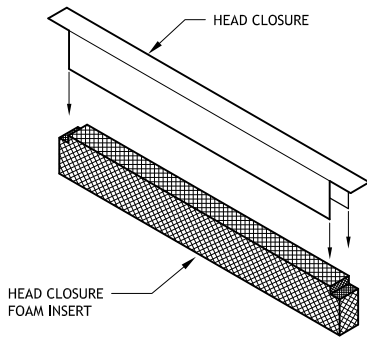
BEARING PLATE

- ◆ PROVIDES EVEN LOAD DISTRIBUTION FOR PANEL CLIPS.
- ◆ MADE OF 16 GA. STEEL. SLOTTED HOLES PROVIDE USE WITH SERIES 300 PANEL CLIPS.
- ◆ EXAMPLE @ RIGHT. SEE SHOP DRAWINGS FOR OTHER APPLICATIONS AND COMPLETE ASSEMBLY REQUIREMENTS.



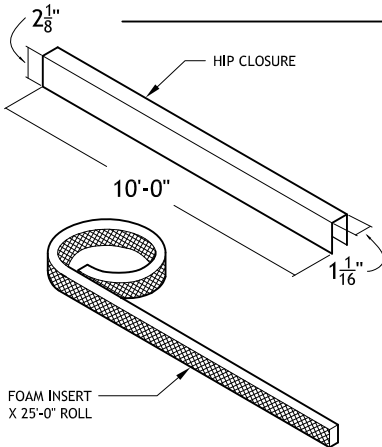
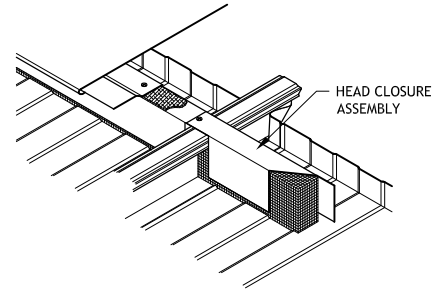
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Panel Clips and Bearing Plate (SC) PANEL SYSTEM COMPONENTS



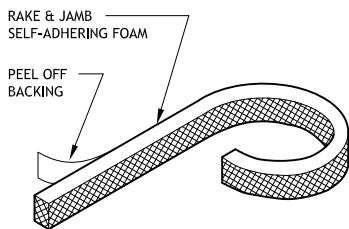
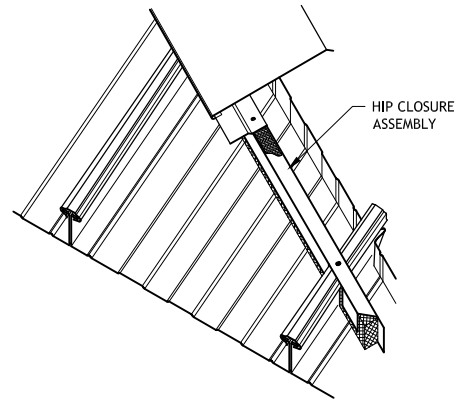
HEAD CLOSURE ASSEMBLY

- ◆ FACTORY FORMED TO INDIVIDUAL PANEL WIDTHS.
- ◆ SOLD BY MANUFACTURER AS AN ASSEMBLY WHICH INCLUDES BOTH COMPONENTS SHOWN.
- ◆ EXAMPLE @ RIGHT. SEE SHOP DRAWINGS FOR COMPLETE ASSEMBLY REQUIREMENTS.



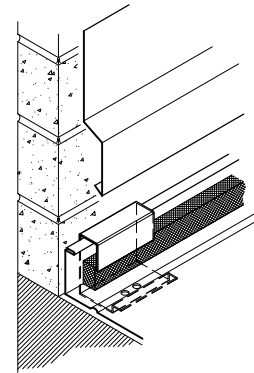
HIP CLOSURE ASSEMBLY

- ◆ PROVIDED IN 10'-0" LENGTHS. INSTALLER TO NOTCH IN FIELD TO FIT SKEWED PANEL PROFILE.
- ◆ NEOPRENE INSERT IS PROVIDED IN 25'-0" ROLLS. INSTALLER TO NOTCH IN FIELD TO FIT SKEWED PANEL PROFILE.
- ◆ EXAMPLE @ RIGHT. SEE SHOP DRAWINGS FOR COMPLETE ASSEMBLY REQUIREMENTS.



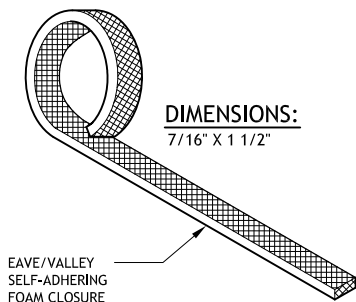
SELF-ADHERING FOAM CLOSURE

- ◆ PROVIDES ADDITIONAL PROTECTION AGAINST WATER INFILTRATION.
- ◆ SOLD BY MANUFACTURER IN ROLLS OF 50'-0".
- ◆ EXAMPLE @ RIGHT. SEE SHOP DRAWINGS FOR OTHER LOCATIONS AND COMPLETE ASSEMBLY REQUIREMENTS.



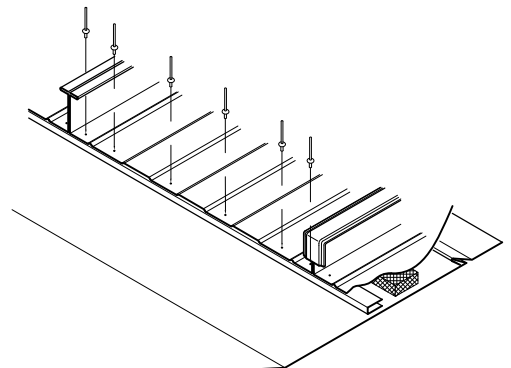
DIMENSIONS:
5/8" X 1 1/16"

ROLLS IDENTIFIED WITH A GREEN TAPE



FOAM CLOSURE

- ◆ PROVIDES ADDITIONAL PROTECTION AGAINST WATER INFILTRATION. USE WITH BUTYL SEALANT.
- ◆ SOLD BY MANUFACTURER IN ROLLS OF 50'-0".
- ◆ EXAMPLE @ RIGHT. SEE SHOP DRAWINGS FOR OTHER LOCATIONS AND COMPLETE ASSEMBLY REQUIREMENTS.

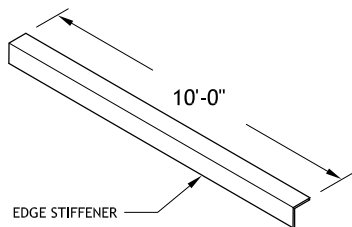


ROLLS IDENTIFIED WITH A RED TAPE



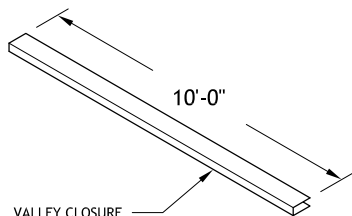
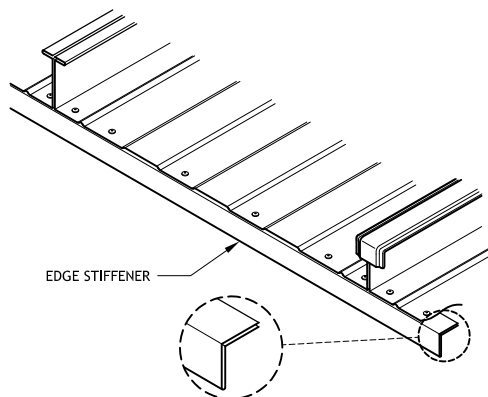
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Head Closure, Hip Closure, Rake/Jamb
Closure & Eave/Valley Closure
(SC) PANEL SYSTEM COMPONENTS



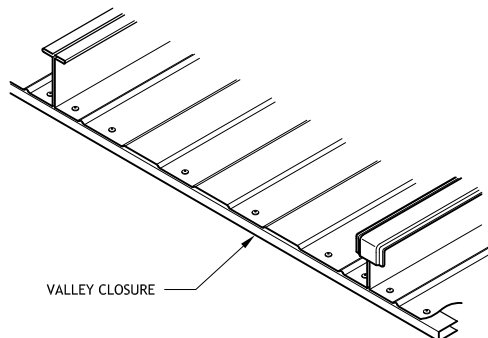
EDGE STIFFENER

- ◆ FORMED TO 1" x 1" DIMENSION.
- ◆ DOUBLE MATERIAL THICKNESS TRIM COMPONENT.
- ◆ SOLD BY MANUFACTURER IN 10'-0" LENGTHS.
- ◆ EXAMPLE @ RIGHT. SEE SHOP DRAWINGS FOR COMPLETE ASSEMBLY REQUIREMENTS.

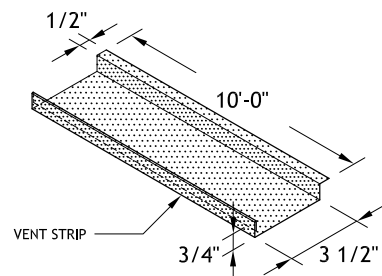


VALLEY CLOSURE

- ◆ U-SHAPED TRIM COMPONENT (13/16" x 3/8" x 13/16").
- ◆ SOLD BY MANUFACTURER IN 10'-0" LENGTHS.
- ◆ EXAMPLE @ RIGHT. SEE SHOP DRAWINGS FOR OTHER LOCATIONS AND COMPLETE ASSEMBLY REQUIREMENTS.

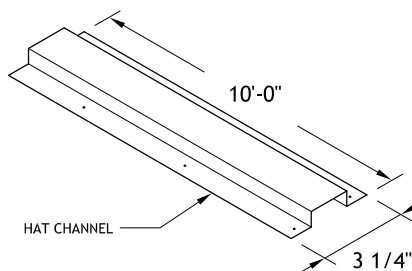
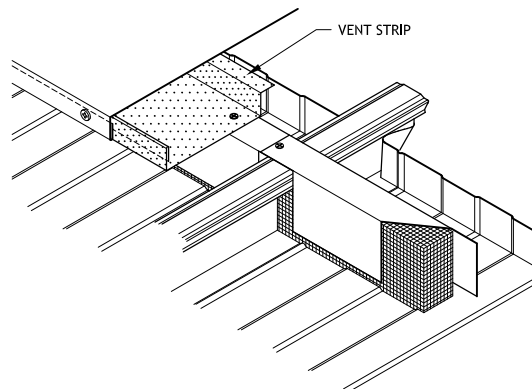


NOTE: EASIER TO INSTALL SIMULTANEOUSLY WITH PANEL INSTALLATION



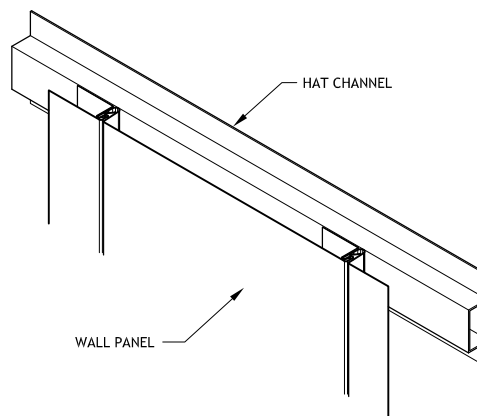
VENT STRIP

- ◆ PERFORATED, STAINLESS STEEL COMPONENT.
- ◆ SOLD BY MANUFACTURER IN 10'-0" LENGTHS.
- ◆ EXAMPLE @ RIGHT. SEE SHOP DRAWINGS FOR OTHER LOCATIONS AND COMPLETE ASSEMBLY REQUIREMENTS.



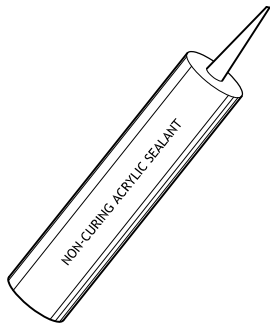
HAT CHANNEL

- ◆ 3/4", 1", & 1 1/2" HIGH COMPONENTS SOLD IN 10'-0" LENGTHS.
- ◆ MADE OF 22 GAUGE STEEL WITH PRE-PUNCHED HOLES @ 6" o.c.
- ◆ EXAMPLE @ RIGHT. SEE SHOP DRAWINGS FOR OTHER APPLICATIONS AND COMPLETE ASSEMBLY REQUIREMENTS.



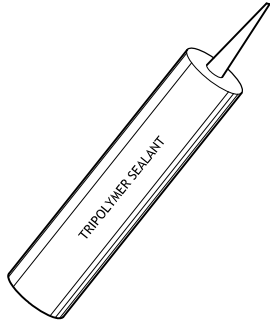
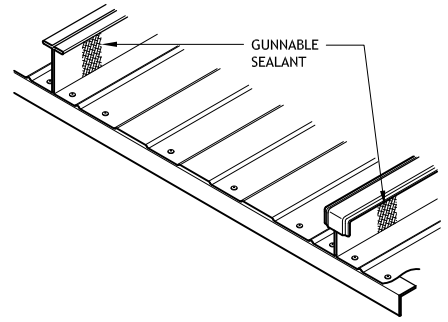
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Trim Components,
Vent Strip & Hat Channel
(SC) PANEL SYSTEM COMPONENTS



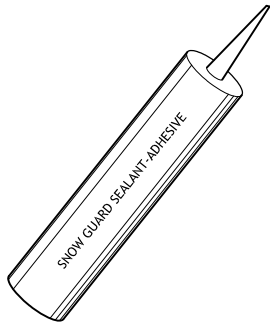
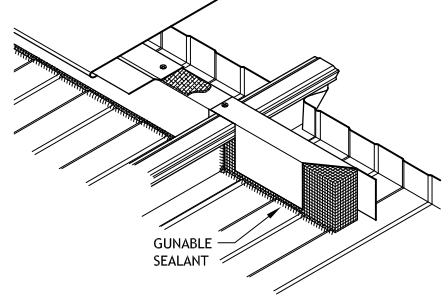
ACRYLIC SEALANT

- ◆ NON-CURING ACRYLIC SEALANT IS INTENDED TO BE APPLIED AS REQUIRED TO 'NON-EXPOSED' CONDITIONS.
- ◆ EXAMPLE @ RIGHT. SEE SHOP DRAWINGS FOR OTHER LOCATIONS AND COMPLETE ASSEMBLY REQUIREMENTS.



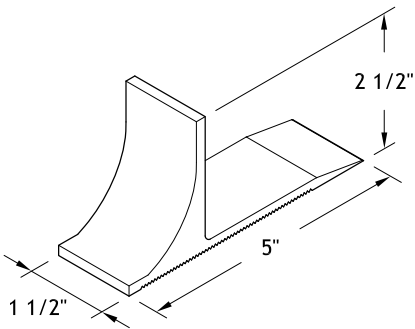
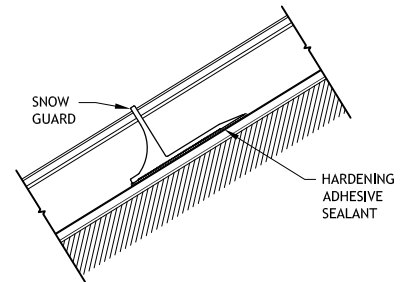
TRIPOLYMER SEALANT

- ◆ INTENDED TO BE APPLIED AS REQUIRED TO 'EXPOSED' CONDITIONS.
- ◆ SEALANT BY IMETCO IS CLEAR.
- ◆ EXAMPLE @ RIGHT. SEE SHOP DRAWINGS FOR OTHER LOCATIONS AND COMPLETE ASSEMBLY REQUIREMENTS.



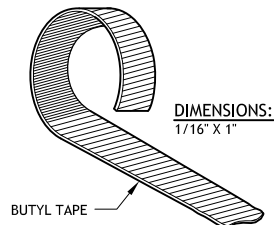
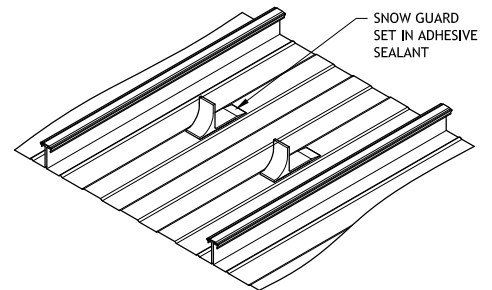
ADHESIVE/BONDING SEALANT

- ◆ INTENDED TO BE USED FOR THE ATTACHMENT OF SNOW GUARDS.
- ◆ SEALANT BY IMETCO IS CLEAR. TOUCH-UP PAINT AS REQUIRED.



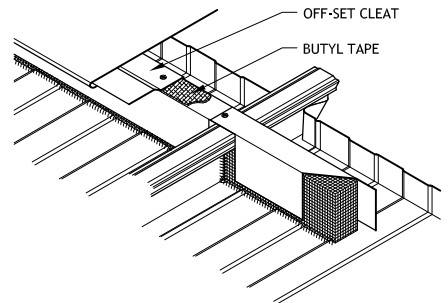
SNOW GUARD

- ◆ EXTRUDED ALUMINUM ONE-PIECE COMPONENT.
- ◆ LAYOUT PATTERNS ARE PROJECT SPECIFIC AND WILL BE ILLUSTRATED IN THE SHOP DRAWINGS IF SPECIFIED.



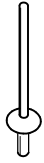
BUTYL TAPE

- ◆ NON-CURING BUTYL SEALANT TAPE IS APPLIED AS REQUIRED TO 'NON-EXPOSED' CONDITIONS.
- ◆ TAPE IS SUPPLIED IN ROLLS OF 45'-0" PER BOX (16 ROLLS PER CASE)
- ◆ EXAMPLE @ RIGHT. SEE SHOP DRAWINGS FOR OTHER LOCATIONS AND COMPLETE ASSEMBLY REQUIREMENTS.



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Sealants, Snow Guards
& Butyl Tape
(SC) PANEL SYSTEM COMPONENTS



#44-1/8" STAINLESS STEEL (OPEN-END) RIVETS

- ◆ PRE-PAINTED TO MATCH ROOF PANELS.
(EXAMPLE: ATTACHMENT OF PANEL
EDGE STIFFENER, FIXING PANEL TO CLIP
AND ATTACHING CLOSURE TO PANEL)

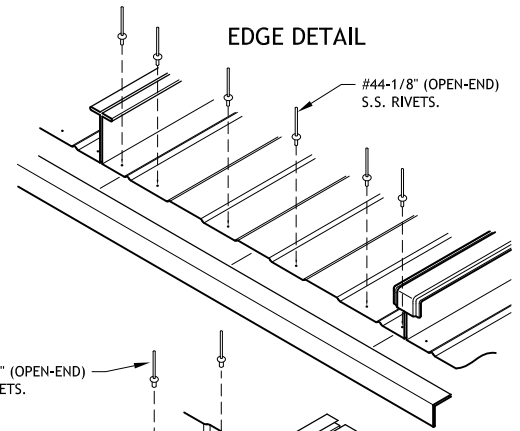


#44-1/8" STAINLESS STEEL (CLOSED-END) RIVETS

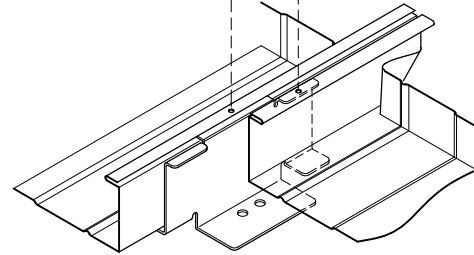
- ◆ MILL FINISH AND WATERTIGHT.
(EXAMPLE: GUTTER LAP, TRIM LAP,
LONGITUDINAL PANEL SPLICE.)

EXAMPLES @ RIGHT. SEE SHOP DRAWINGS
FOR OTHER LOCATIONS AND
COMPLETE ASSEMBLY REQUIREMENTS.

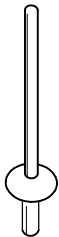
1/8"
DRILL BITS
(6 per pk.)



#44-1/8" (OPEN-END)
S.S. RIVETS.



FIXED PANEL DETAIL

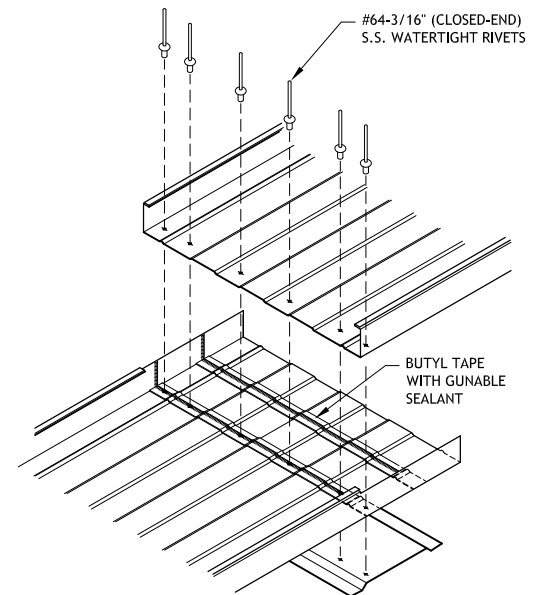


#64-3/16" STAINLESS STEEL (CLOSED-END) RIVETS

- ◆ MILL FINISH AND WATERTIGHT.
(EXAMPLE: PANEL LAP ASSEMBLY)
- ◆ RIVETS ARE SUPPLIED MILL FINISH. APPLY TOUCH-UP
PAINT TO MATCH AS REQUIRED.

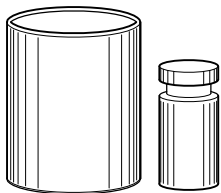
EXAMPLE @ RIGHT. SEE SHOP DRAWINGS
FOR OTHER LOCATIONS AND
COMPLETE ASSEMBLY REQUIREMENTS.

3/16"
DRILL BITS
(6 per pk.)



PANEL LAP

TOUCH-UP PAINT



- ◆ 1 QUART
- ◆ 2 OUNCE
W' BRUSH

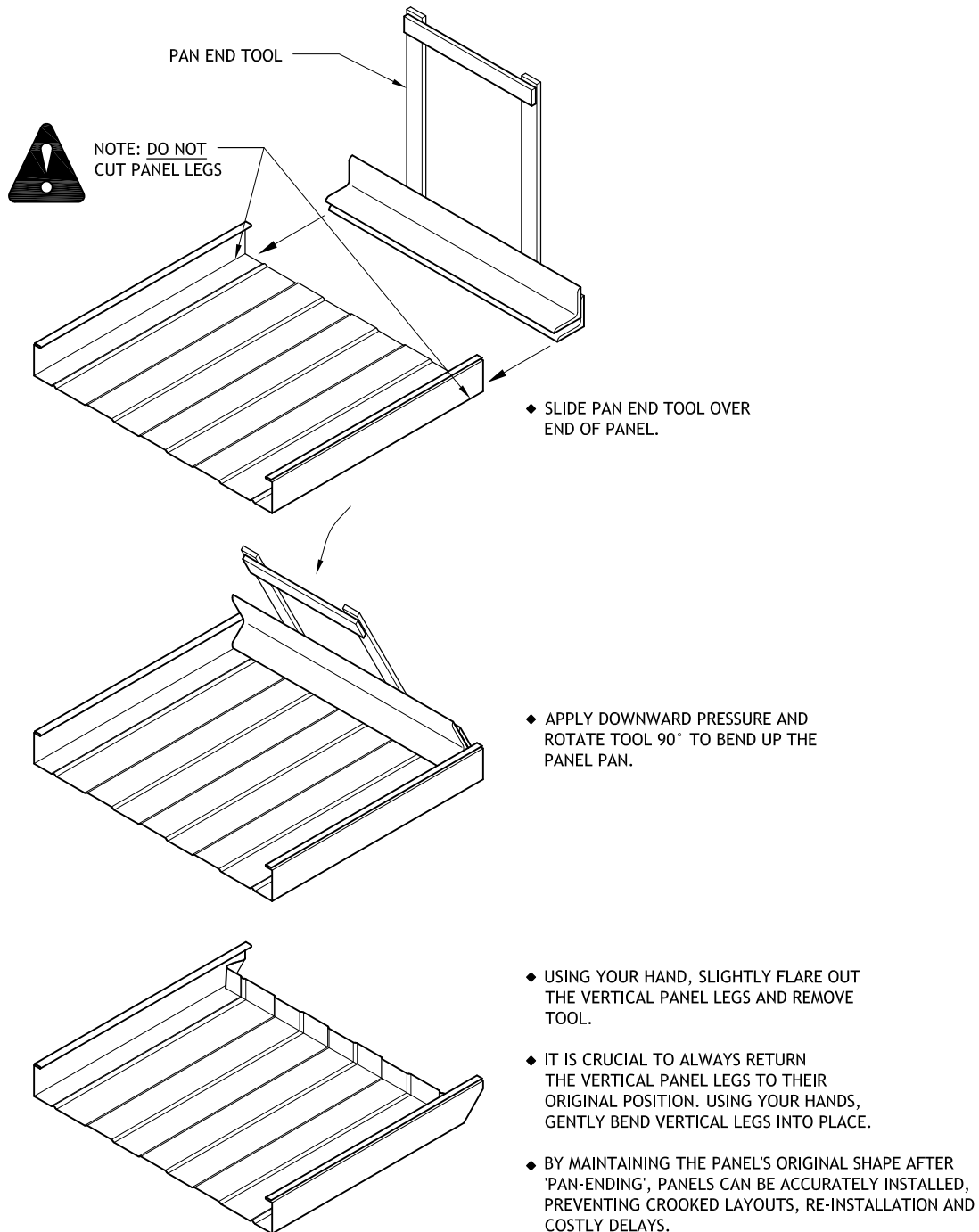
IMPORTANT NOTE:

- ◆ ALWAYS USE RIVETS WITH STAINLESS STEEL BODIES AND MANDRELS. RIVETS SHOULD
BE COLORED TO MATCH WHERE REQUIRED.
- ◆ REFERENCE IMETCO'S SHOP DRAWINGS FOR SPECIFIC LOCATIONS AND TYPE OF RIVETS
AND/OR OTHER FASTENERS TO USE.
- ◆ CONTACT YOUR LOCAL SALES REPRESENTATIVE TO ORDER YOUR PANEL SYSTEM
COMPONENTS.



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Rivets, Drill Bits &
Touch-up Paint
(SC) PANEL SYSTEM COMPONENTS



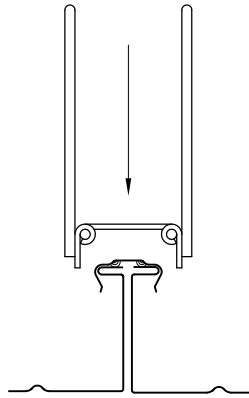
PAN END PANEL

- ◆ STRENGTHENS PANEL EDGE TO WITHSTAND INCREASED PERIMETER UPLIFT PRESSURES AT TOP OF PANEL.
- ◆ PROVIDES BACK-UP PROTECTION AGAINST WATER INFILTRATION.
- ◆ PAN END TOOL IS MADE TO FIT EACH PANEL WIDTH AND IS SOLD BY GARLAND.
- ◆ ORDER AS REQUIRED.

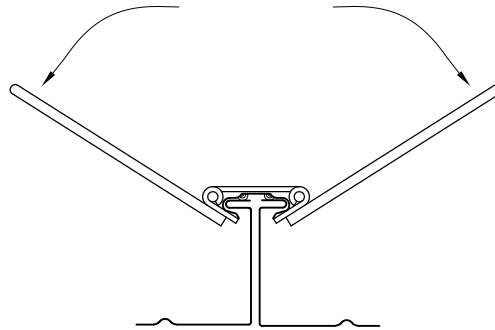


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Pan End Tool (SC) PANEL SYSTEM COMPONENTS

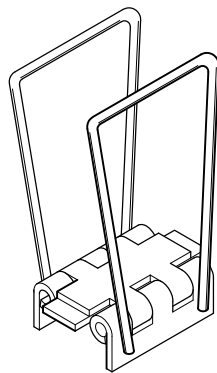


- ◆ PLACE HAND CRIMPER IN OPENED POSITION ON INSTALLED SEAM CAP.



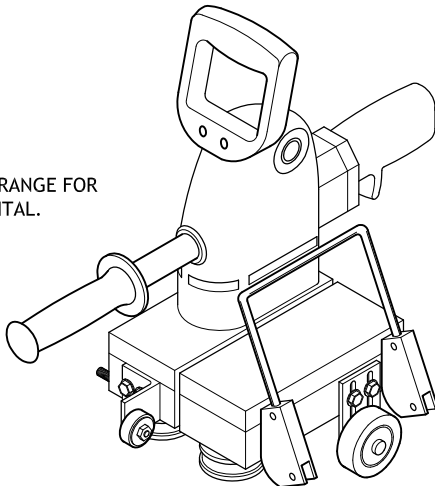
- ◆ PUSH HANDLES APART TO CRIMP CAP.
- ◆ HAND CRIMP SEAM CAP AT 5'-0" o.c. ALONG LENGTH OF SEAM TO HOLD CAP IN PLACE FOR THE ELECTRIC SEAMER.
- ◆ HAND CRIMP ALL FIXED PANEL CONDITIONS

- ◆ ORDER AS REQUIRED.

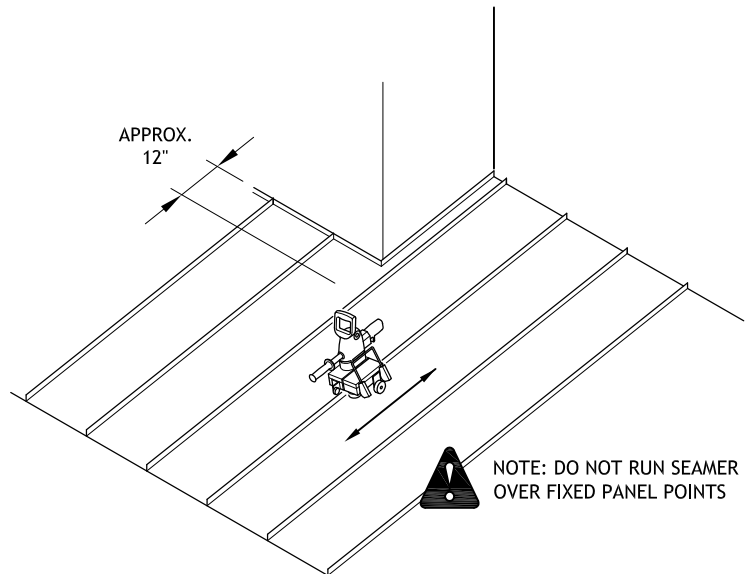


HAND CRIMPER

- ◆ CALL TO ARRANGE FOR SEAMER RENTAL.



ELECTRIC SEAMER



USING ELECTRIC SEAMER

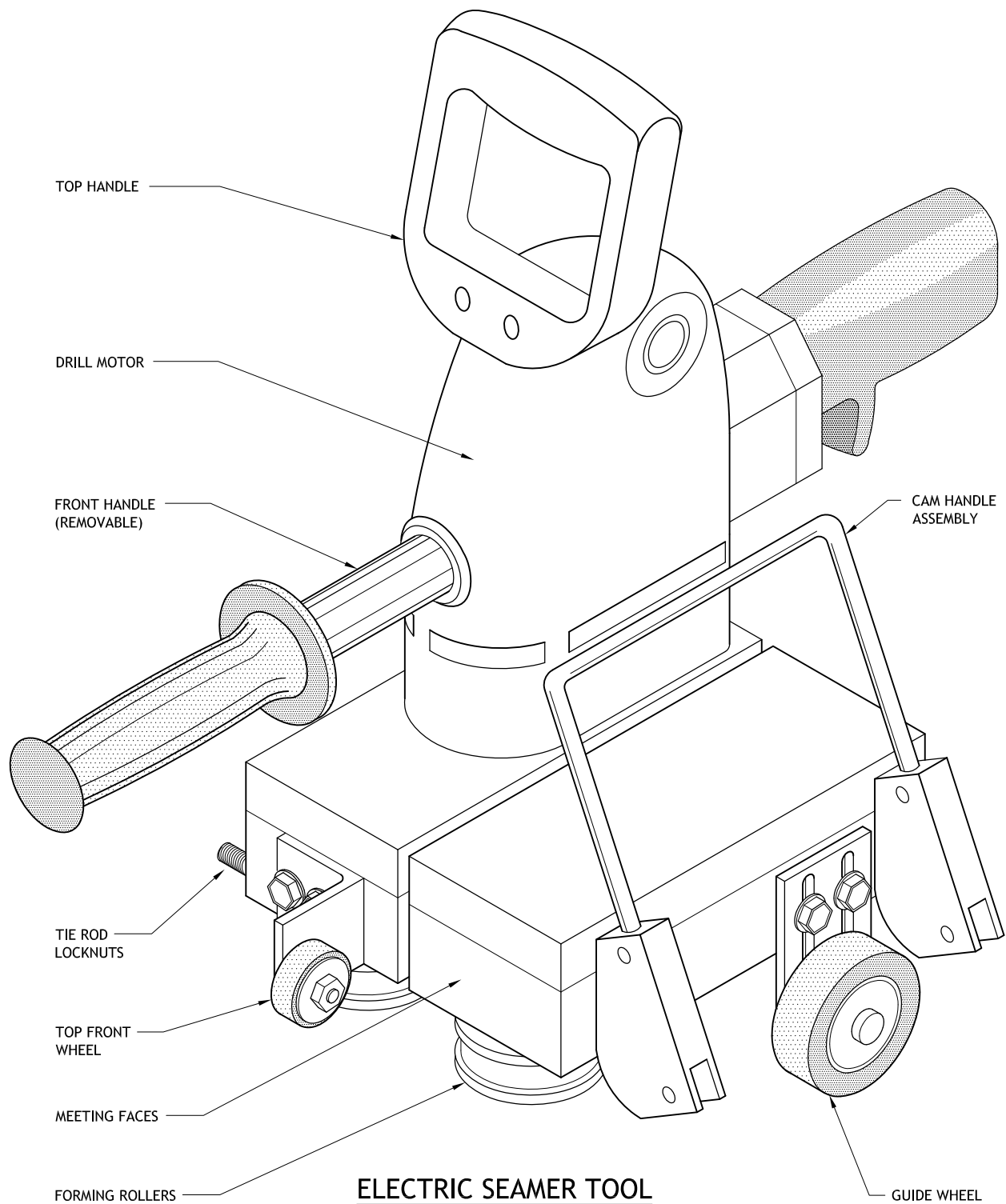
- ◆ USE HAND CRIMPER TO CRIMP CLOSED APPROXIMATELY 12" OF PANEL CAP TO ALLOW SEAMER TO BE CLAMPED INTO PLACE TO BEGIN RUNNING.
- ◆ RUN ELECTRIC SEAMER UP OR DOWN SEAMS TO CLOSE CAP AROUND PANEL EDGES.
- ◆ USE HAND CRIMPER TO CLOSE SEAMS WHERE ELECTRIC SEAMER CANNOT REACH. (APPROX. 12" FROM VERTICAL SURFACES.)

ALWAYS PUT THE SAFETY OF YOUR WORKERS FIRST. KEEP HANDS AND FINGERS CLEAR FROM SEAMER FORMING ROLLERS. READ ALL OPERATING INSTRUCTIONS PRIOR TO USE.

DO NOT LET SEAMER RUN OFF ROOF TO AVOID COSTLY REPAIRS OR INJURIES TO WORKERS.



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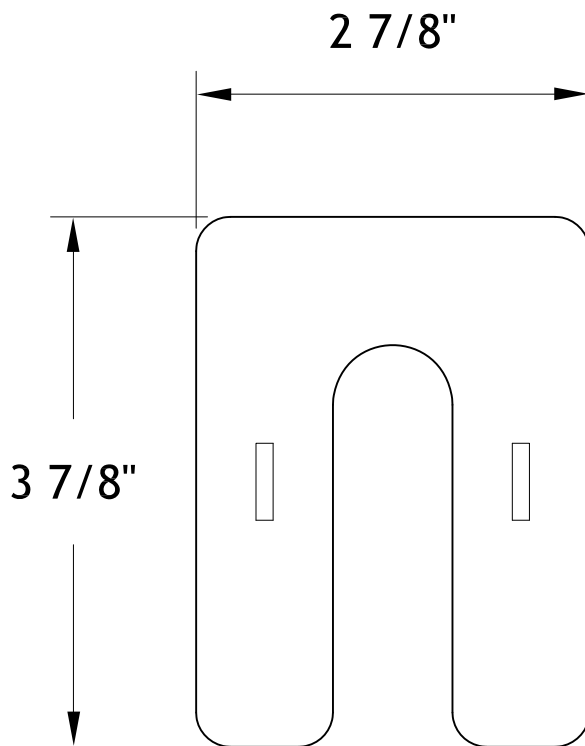


ELECTRIC SEAMER TOOL

- ◆ CONTACT YOUR LOCAL SALES REPRESENTATIVE APPROXIMATELY (4) DAYS PRIOR TO REQUIRING SEAMER ON THE JOB SITE.
- ◆ A SEAMER RENTAL AGREEMENT MUST BE SIGNED PER PROJECT PRIOR TO SEAMER RELEASE.
- ◆ CALL TO ARRANGE FOR SEAMER RENTAL.



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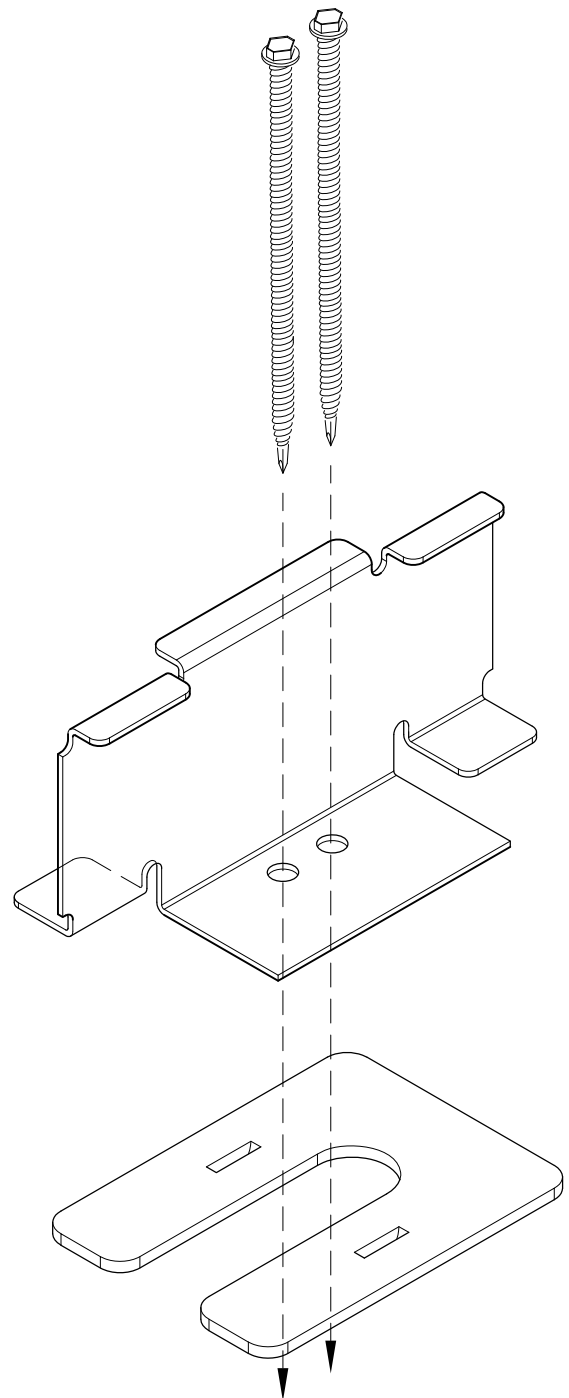


SIZES AVAILABLE	
*SHIMS ARE COLOR CODED BASED ON SHIM THICKNESS	
BLUE =	1/16" (1000 pcs / case)
RED =	1/8" (500 pcs / case)
BLACK =	1/4" (400 pcs / case)

SHIMS ARE DESIGNED FOR USE WITH UNEVEN ROOF DECKS. THE SHIM'S UNIQUE INTERLOCKING DESIGN ALLOWS FOR EASY STACKING OF SHIMS TO CREATE A WIDE RANGE OF THICKNESS COMBINATIONS.

INSTALLATION INSTRUCTIONS:

- LAY ROOF PANEL IN PLACE ON ROOF DECK.
- POSITION CLIPS ACCORDING TO THE CLIP SPACING DIAGRAM LOCATED ON THE ROOF PLAN OF THE SHOP DRAWINGS.
- CLAMP CLIP TO PANEL LEG.
- PLACE SHIMS UNDER CLIPS AS NEEDED TO MAINTAIN A TRUE AND LEVEL PLANE.



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Section PS

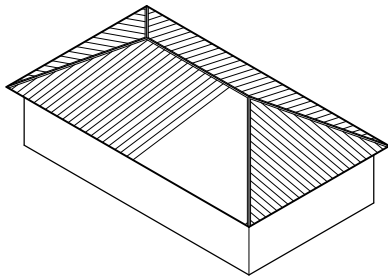
PANEL SYSTEM INSTALLATION SUPPORT



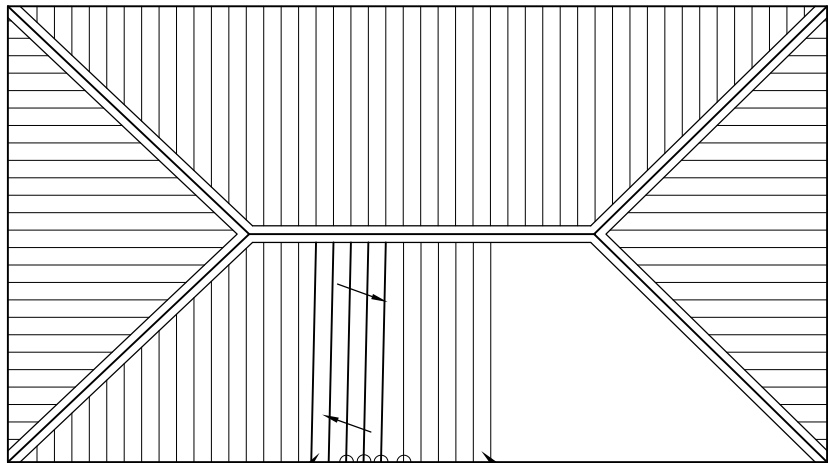
The following series of details is provided as a supplement to the 11" x 17" shop drawings.
ALWAYS start with your shop drawings! They will govern specific component assemblies.

SECTION CONTENTS

DETAIL:	PAGE NO:
Panel Adjustment - Vertical Leg Spread	ADJ-1.1
Panel Adjustment - Longitudinal Splice	ADJ-1.2
Panel Adjustment - Bending Panel Pan	ADJ-1.3
Seam Cap Lap Detail - Installation	CL-1.1
Head Assembly - Standard Offset Cleat	HA-1.1
Head Assembly - Vented Hold-down Cleat	HA-1.2
Hip Assembly - Detail 1 of 2	HA-3.1
Hip Assembly - Detail 2 of 2	HA-3.2
Hip Assembly - Deep Skew Z-Profile	HA-3.3
Knee Plate - Fabrication and Installation	K-1.1
Rake Assembly - With Self-adhering Foam Closure	NEO-1.1
Jamb Assembly - With Self-adhering Foam Closure	NEO-1.2
Seam-End Closure - 12", 16" and 18" Panel Widths	SC-1.1
Valley Closure - 12", 16" and 18" Panel Widths	VC-1.1
Snow Guard - Adhesive Installation	SNOW-1.1
Snow Guard - Installation Instructions	SNOW-1.2

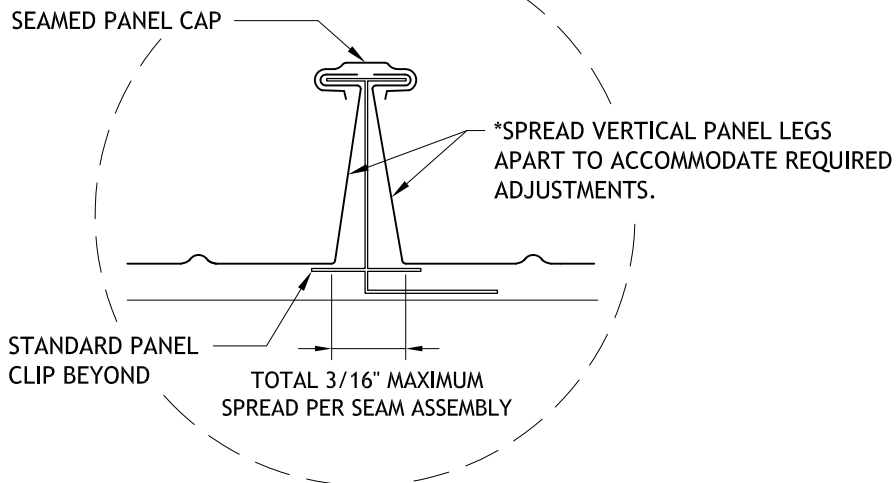


TYPICAL ROOF
CONSISTENTLY CHECK PANEL
LAYOUT FOR ACCURATE,
STRAIGHT INSTALLATION.



PROBLEM:
PANEL LAYOUT
BECOMES CROOKED.

SOLUTION!:
PANEL LAYOUT IS
STRAIGHTENED BY
GRADUALLY SPREADING THE
VERTICAL PANEL LEGS UNTIL
PANEL LAYOUT HAS BEEN
CORRECTED.



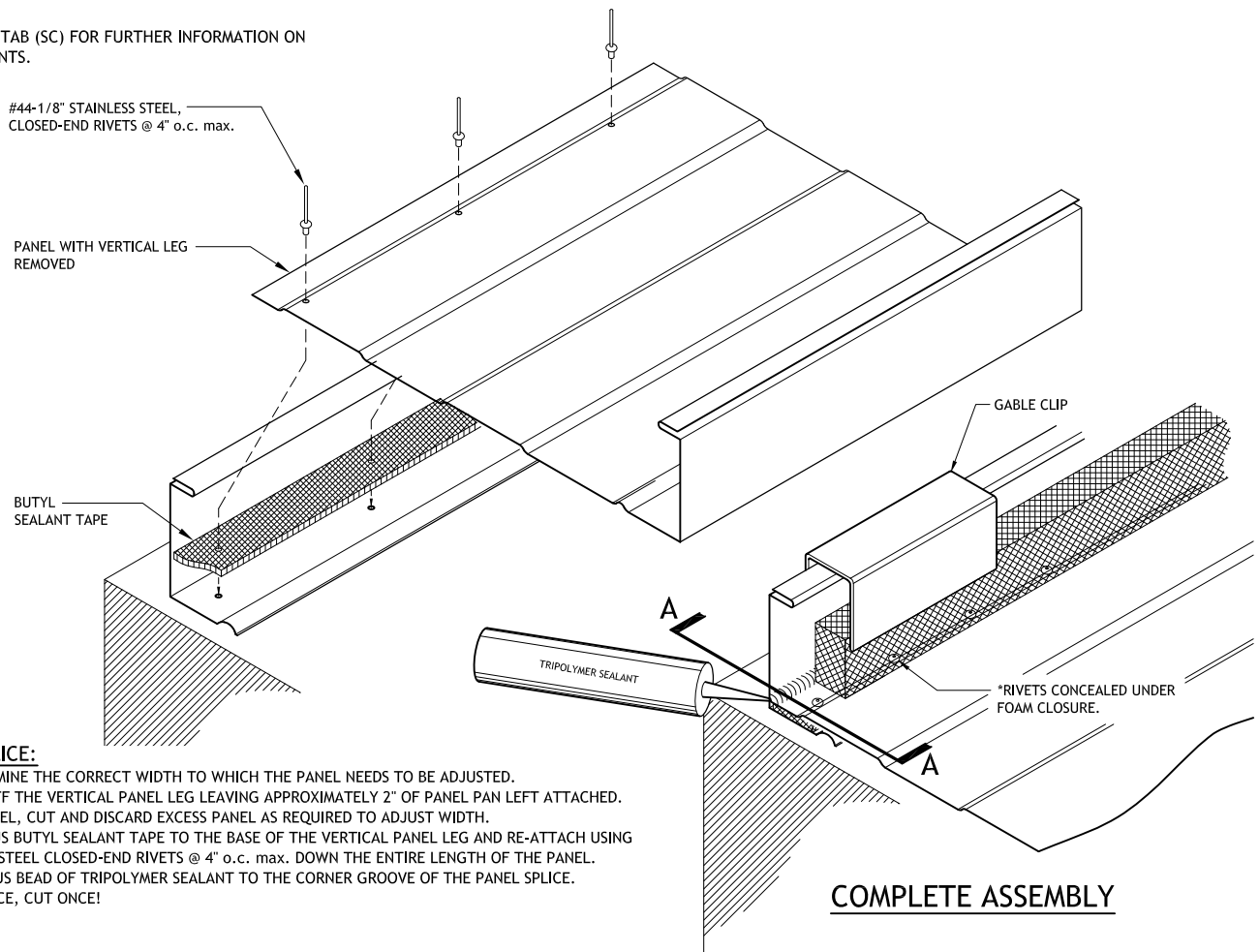
TAPERED PANELS:
*ALSO A COMMON TECHNIQUE FOR ADJUSTING
TAPERED PANELS AS INSTALLED AROUND A
RADIUS.



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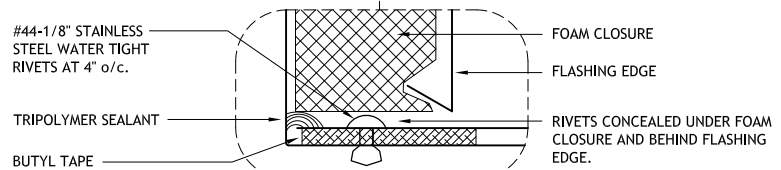
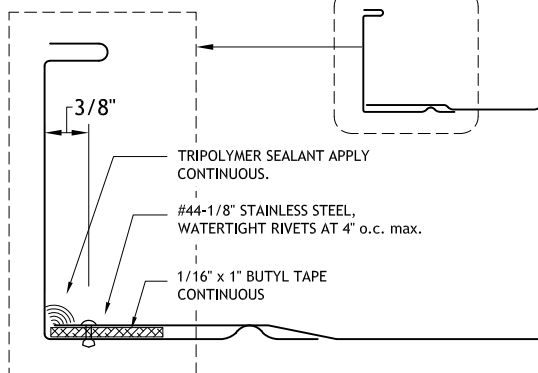
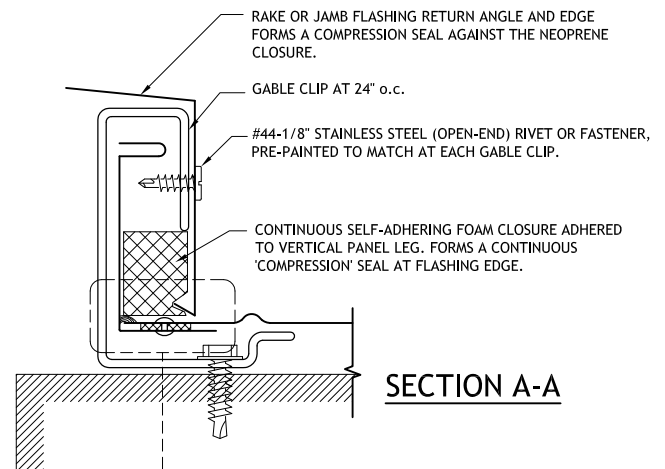
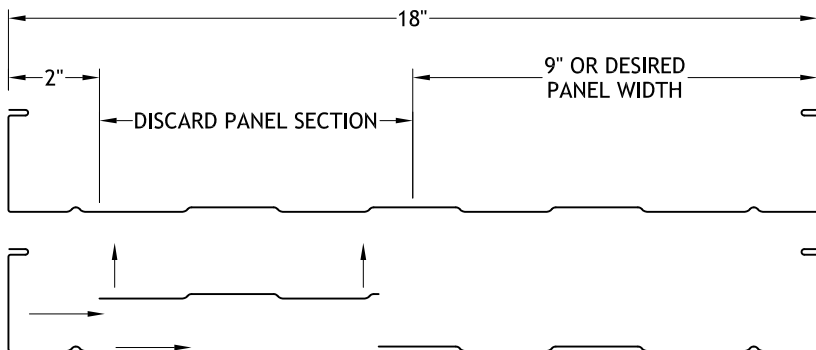
Panel Adjustment Detail Vertical Leg Spread (PS) PANEL SYSTEM ASSEMBLIES

*REFERENCE SECTION TAB (SC) FOR FURTHER INFORMATION ON INDIVIDUAL COMPONENTS.



LONGITUDINAL SPLICE:

1. MEASURE TO DETERMINE THE CORRECT WIDTH TO WHICH THE PANEL NEEDS TO BE ADJUSTED.
2. ERECTOR TO CUT OFF THE VERTICAL PANEL LEG LEAVING APPROXIMATELY 2" OF PANEL PAN LEFT ATTACHED.
3. FROM THE MAIN PANEL, CUT AND DISCARD EXCESS PANEL AS REQUIRED TO ADJUST WIDTH.
4. ADHERE CONTINUOUS BUTYL SEALANT TAPE TO THE BASE OF THE VERTICAL PANEL LEG AND RE-ATTACH USING #44-1/8" STAINLESS STEEL CLOSED-END RIVETS @ 4" o.c. max. DOWN THE ENTIRE LENGTH OF THE PANEL.
5. APPLY A CONTINUOUS BEAD OF TRIPOLYMER SEALANT TO THE CORNER GROOVE OF THE PANEL SPLICE.
6. HINT: MEASURE TWICE, CUT ONCE!



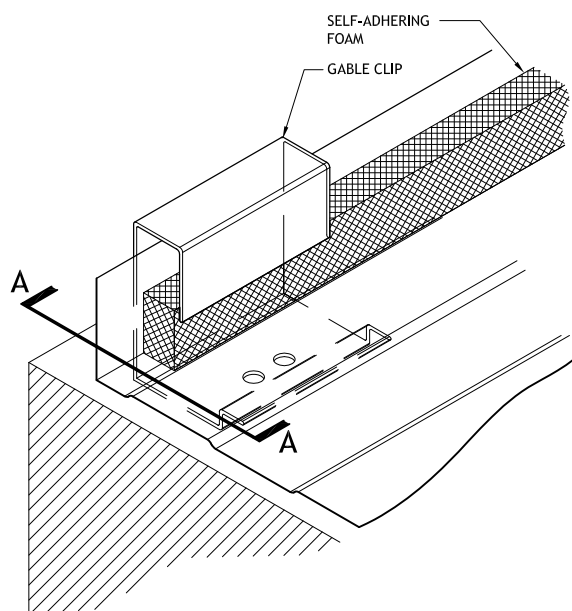
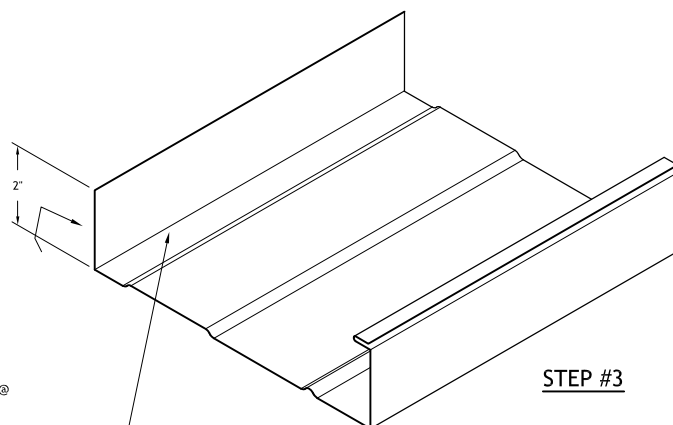
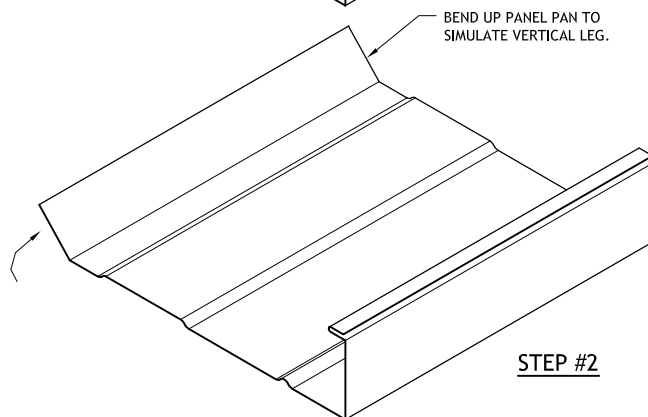
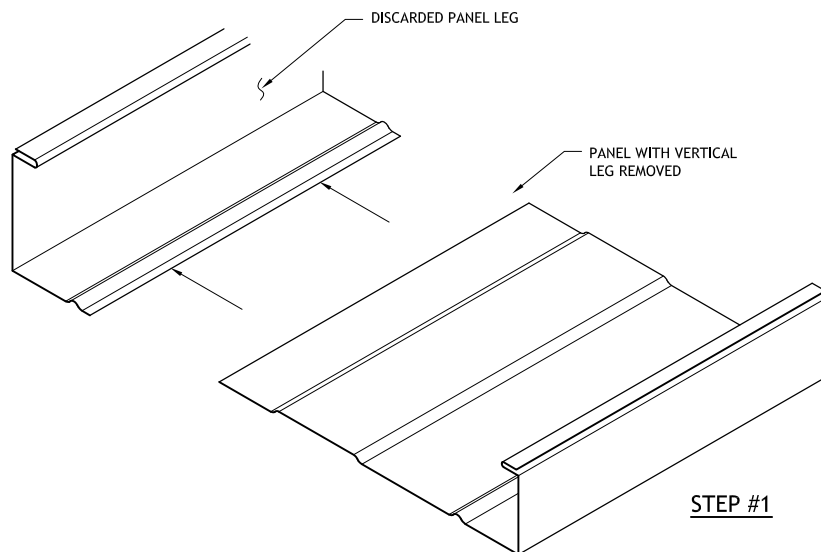
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Panel Adjustment Detail Longitudinal Splice (PS) PANEL SYSTEM ASSEMBLIES

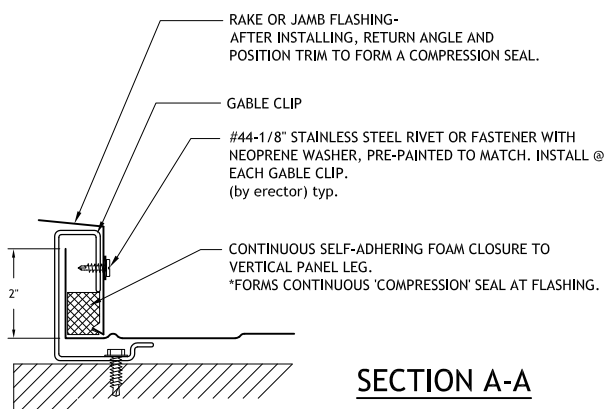
*REFERENCE SECTION TAB (SC) FOR FURTHER INFORMATION ON INDIVIDUAL COMPONENTS.

BEND PANEL PAN:

- ◆ MEASURE TO DETERMINE THE CORRECT WIDTH TO WHICH THE PANEL NEEDS TO BE ADJUSTED.
- ◆ IN ADDITION TO THE NEW PANEL WIDTH MEASUREMENT, IT IS CRUCIAL TO ADD AN EXTRA 2" OF PANEL PAN TO YOUR OVERALL MEASUREMENT. THIS WILL BE BENT UP VERTICALLY TO SIMULATE A VERTICAL PANEL LEG.
- ◆ CUT OFF AND DISCARD VERTICAL PANEL LEG AND EXCESS PANEL PAN AS REQUIRED.
- ◆ USING HAND TOOLS, BEGIN BENDING PANEL PAN VERTICALLY THE FULL LENGTH OF THE PANEL.
- ◆ IT MAY TAKE SEVERAL PASSES TO BEND PANEL PAN TO A FULL 90°. MAKE SURE THE 90° BEND HAS A SHARP RADIUS AND NOT A LARGE, ROUNDED RADIUS. DO NOT DIMPLE THE PANEL PAN DURING THE FOLDING OPERATION. SIGNS OF HAND BENDING THE PANEL EDGE SHOULD NOT BE EVIDENT IN THE PANEL PAN. THE PANEL PAN IS TO BE FLAT AND SMOOTH.
- ◆ HINT: MEASURE TWICE, CUT ONCE!



COMPLETE ASSEMBLY

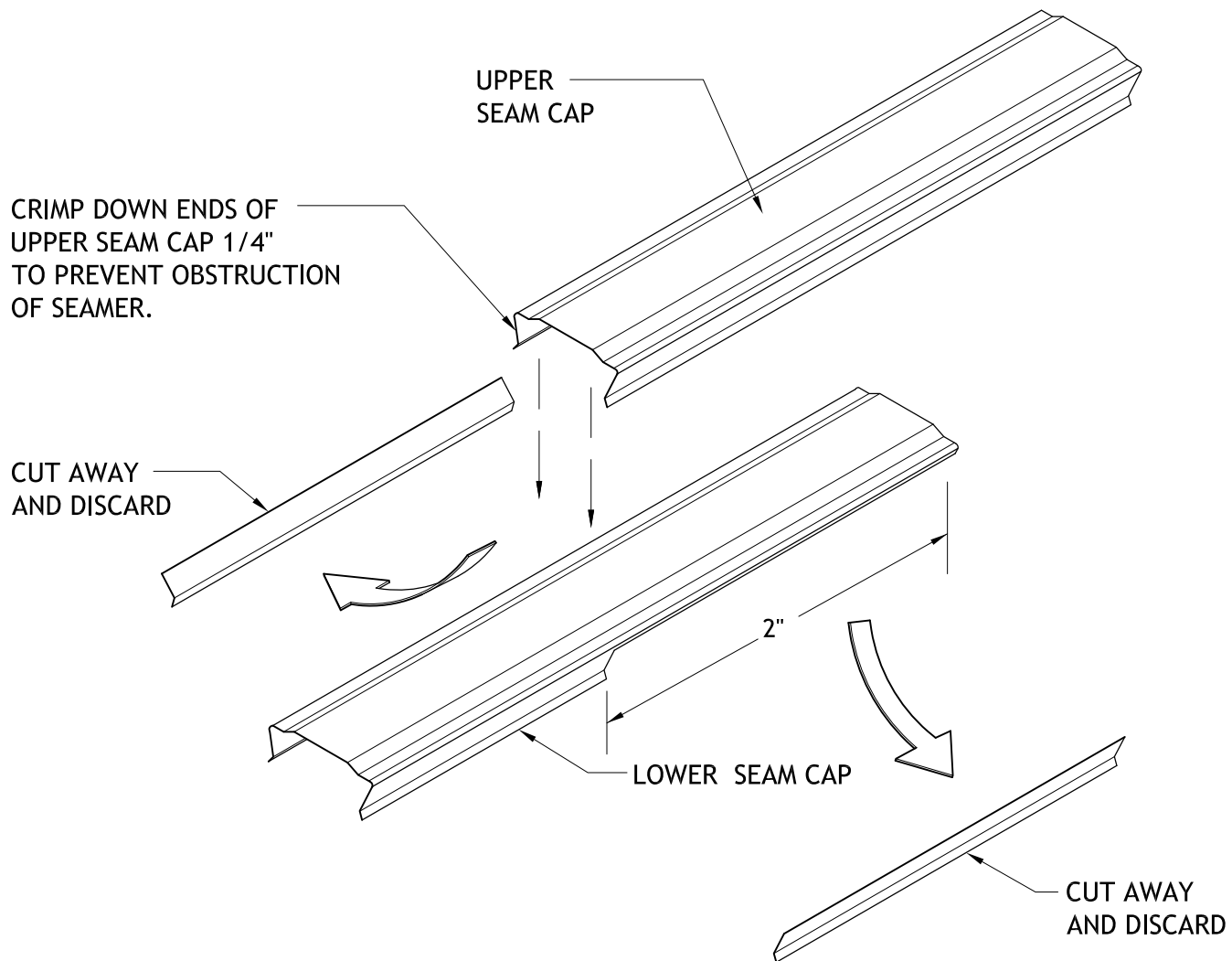


MAKE SURE THE 90° BEND HAS A SHARP RADIUS AND NOT A LARGE, ROUNDED RADIUS. DO NOT DIMPLE THE PANEL PAN DURING THE FOLDING OPERATION. SIGNS OF HAND BENDING THE PANEL EDGE SHOULD NOT BE EVIDENT IN THE PANEL PAN. THE PANEL PAN IS TO BE FLAT AND SMOOTH.



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Panel Adjustment Detail Folding Panel Pan (PS) PANEL SYSTEM ASSEMBLIES



ERECTOR NOTE:
LAP SEAM CAPS DOWN
SLOPE OF PANEL LAPS.



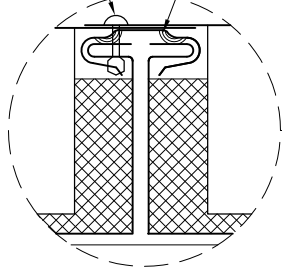
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Seam Cap Lap Detail Installation Instructions (PS) PANEL SYSTEM ASSEMBLIES

*REFER TO SHOP DRAWING SECTION DETAILS FOR PROPER PLACEMENT OF HEAD CLOSURES.

*REFERENCE SECTION TAB (SC) FOR FURTHER INFORMATION ON INDIVIDUAL COMPONENTS.

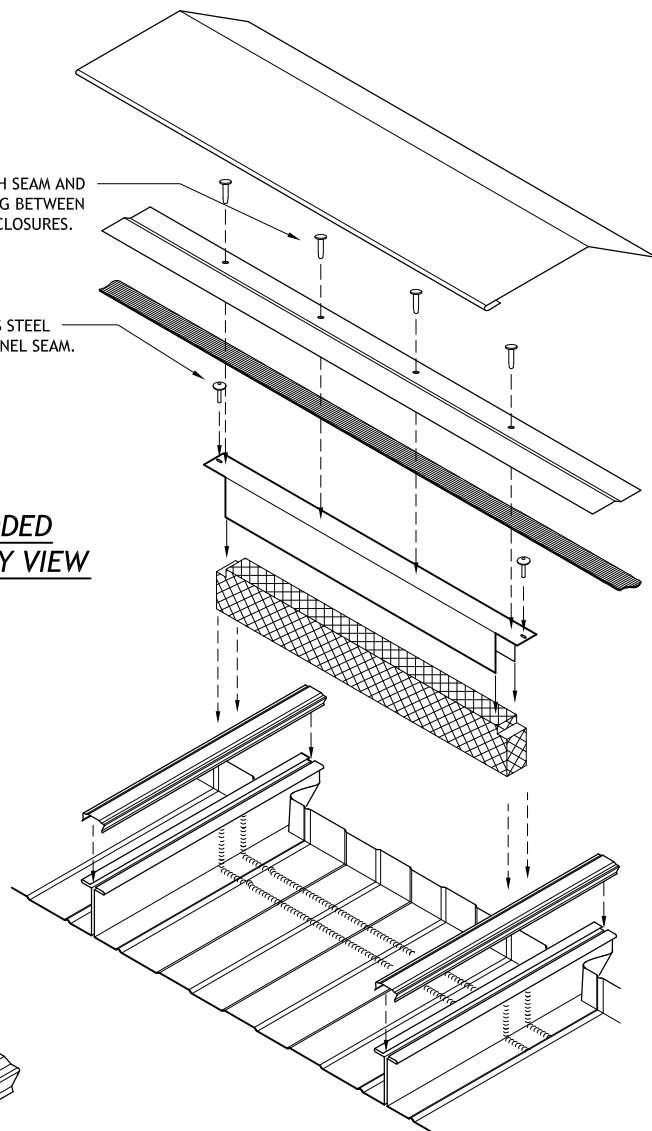
#44-1/8" STAINLESS STEEL RIVETS AT EACH SEAM.
HOT MELT SEALANT BEADS FACTORY INJECTED.



FASTENERS AT EACH SEAM AND 6"o.c. MAX. SPACING BETWEEN SEAMS INTO HEAD CLOSURES.

#44-1/8" STAINLESS STEEL RIVETS AT EACH PANEL SEAM.

EXPLODED ASSEMBLY VIEW



#44-1/8" STAINLESS STEEL RIVETS

CONTINUOUS BUTYL SEALANT TAPE

FASTENERS AT EACH SEAM AND 6"o.c. MAX. SPACING BETWEEN SEAMS INTO HEAD CLOSURES.

OFF-SET CLEAT

RIDGE/HIP TRIM

1" PANEL SEAM CAP

FIELD BEND PAN USING PAN-END TOOL SUPPLIED BY MANUFACTURER.

SEALANT BEAD UP VERTICAL LEGS.

'METAL' HEAD CLOSURE FACTORY FORMED TO FIT THE PANEL PROFILE AND WIDTH.

CONTINUOUS SEALANT BEAD, CLEAR OR TO MATCH ROOF PANELS.

'FOAM' HEAD CLOSURE FACTORY FORMED TO FIT THE PANEL PROFILE.

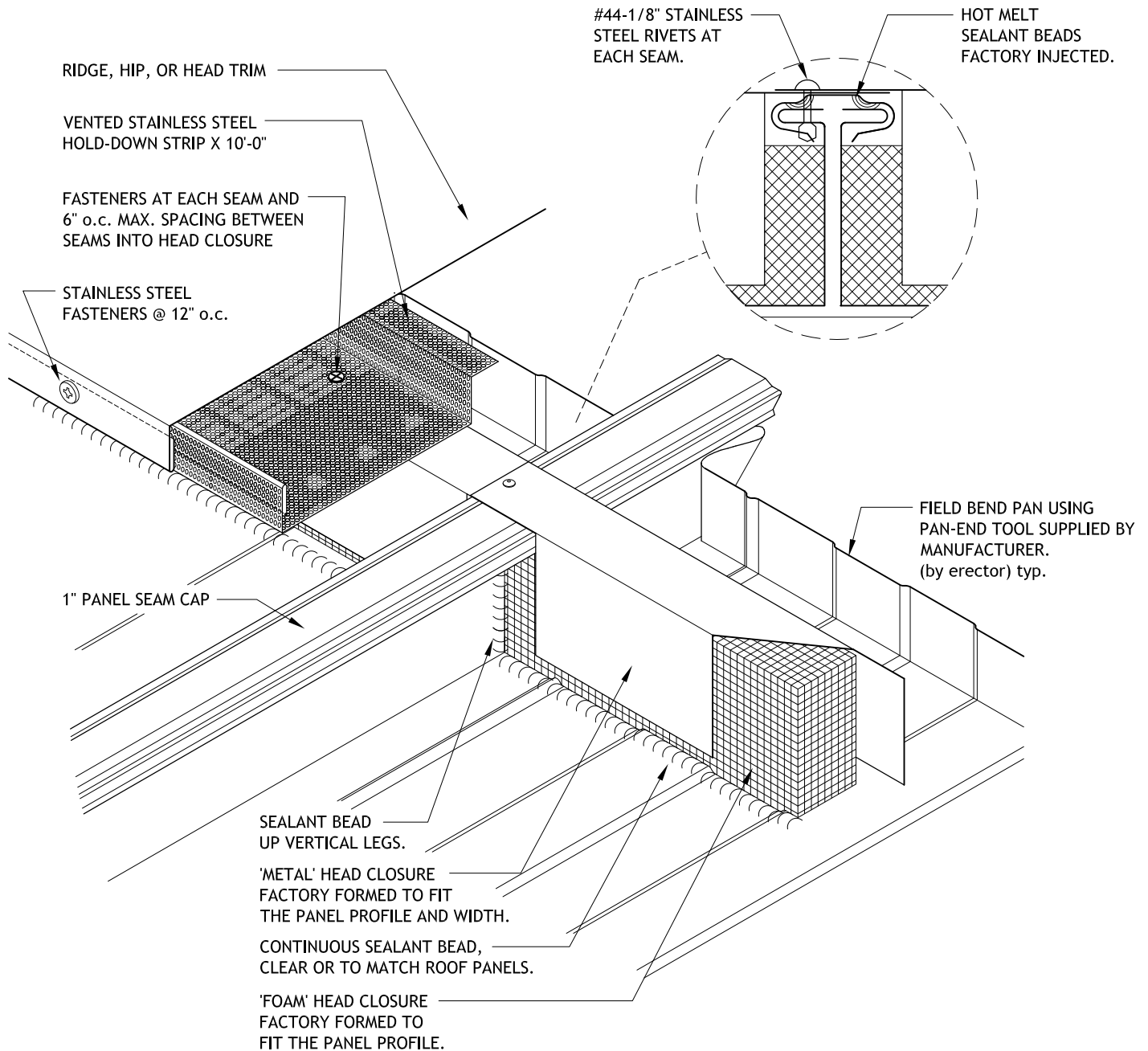


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Head Assembly Detail Standard Panel System (PS) PANEL SYSTEM ASSEMBLIES

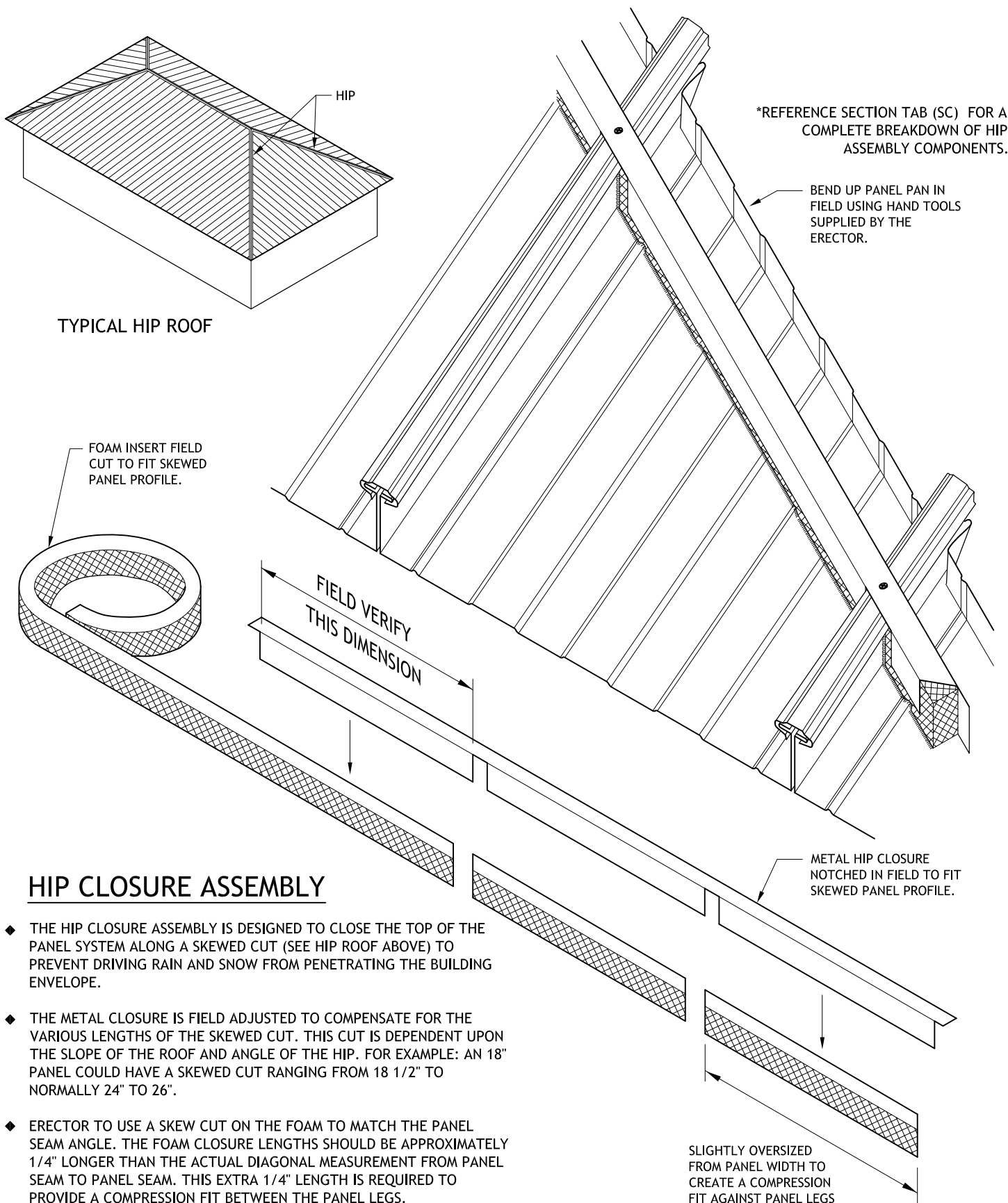
*REFER TO SHOP DRAWING SECTION DETAILS FOR PROPER
PLACEMENT OF HEAD CLOSURE AND PERFORATED VENT STRIP.

*REFERENCE SECTION TAB (SC) FOR FURTHER INFORMATION ON
INDIVIDUAL COMPONENTS.



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Vented Head Assembly Detail Standard or Batten Panel System (PS) PANEL SYSTEM ASSEMBLIES



HIP CLOSURE ASSEMBLY

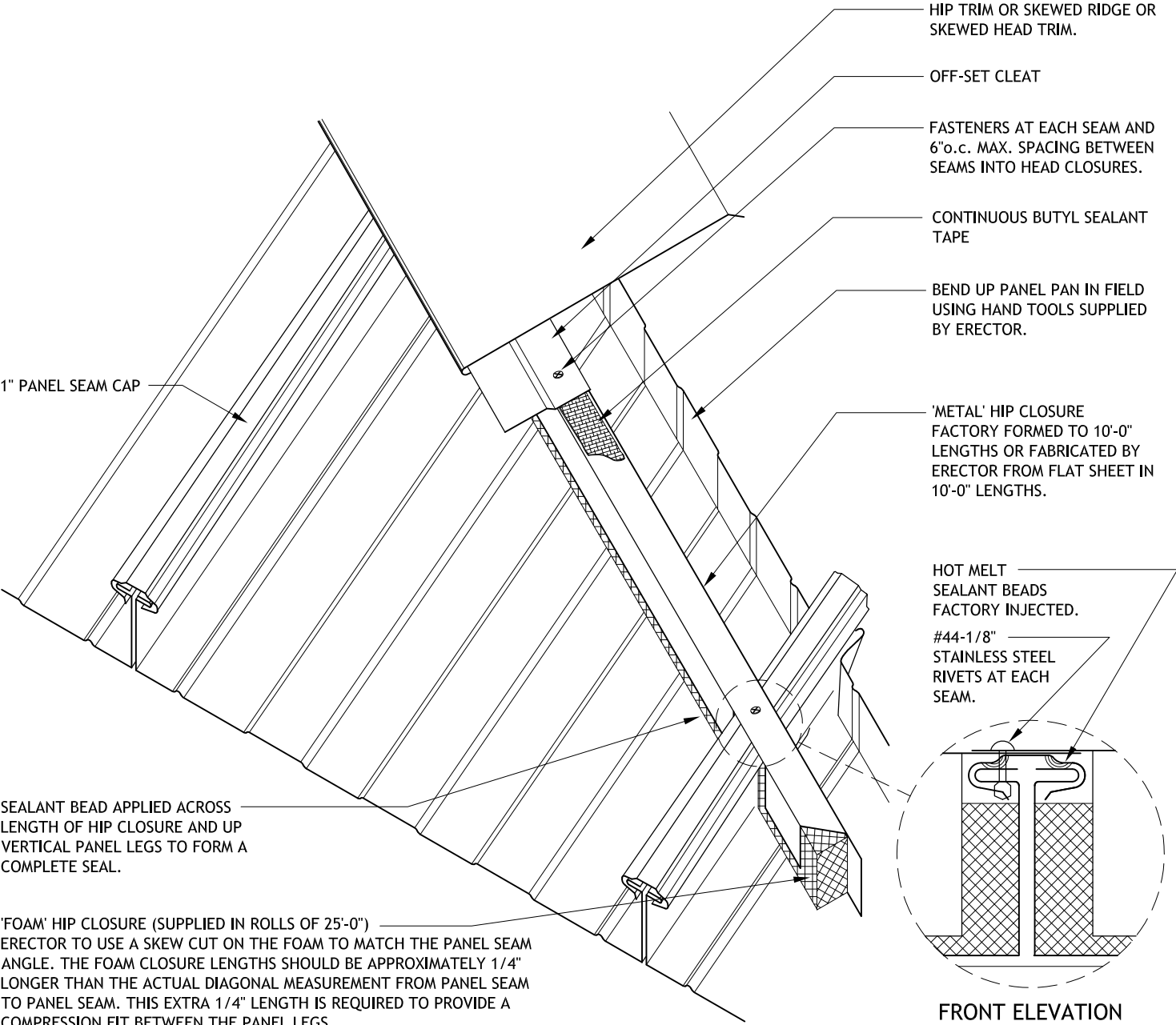
- ◆ THE HIP CLOSURE ASSEMBLY IS DESIGNED TO CLOSE THE TOP OF THE PANEL SYSTEM ALONG A SKEWED CUT (SEE HIP ROOF ABOVE) TO PREVENT DRIVING RAIN AND SNOW FROM PENETRATING THE BUILDING ENVELOPE.
- ◆ THE METAL CLOSURE IS FIELD ADJUSTED TO COMPENSATE FOR THE VARIOUS LENGTHS OF THE SKEWED CUT. THIS CUT IS DEPENDENT UPON THE SLOPE OF THE ROOF AND ANGLE OF THE HIP. FOR EXAMPLE: AN 18" PANEL COULD HAVE A SKEWED CUT RANGING FROM 18 1/2" TO NORMALLY 24" TO 26".
- ◆ ERECTOR TO USE A SKEW CUT ON THE FOAM TO MATCH THE PANEL SEAM ANGLE. THE FOAM CLOSURE LENGTHS SHOULD BE APPROXIMATELY 1/4" LONGER THAN THE ACTUAL DIAGONAL MEASUREMENT FROM PANEL SEAM TO PANEL SEAM. THIS EXTRA 1/4" LENGTH IS REQUIRED TO PROVIDE A COMPRESSION FIT BETWEEN THE PANEL LEGS.



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Hip Closure Assembly
Detail 1 of 2
(PS) PANEL SYSTEM ASSEMBLIES

*REFERENCE SECTION TAB (SC) FOR A
COMPLETE BREAKDOWN OF HIP
ASSEMBLY COMPONENTS.



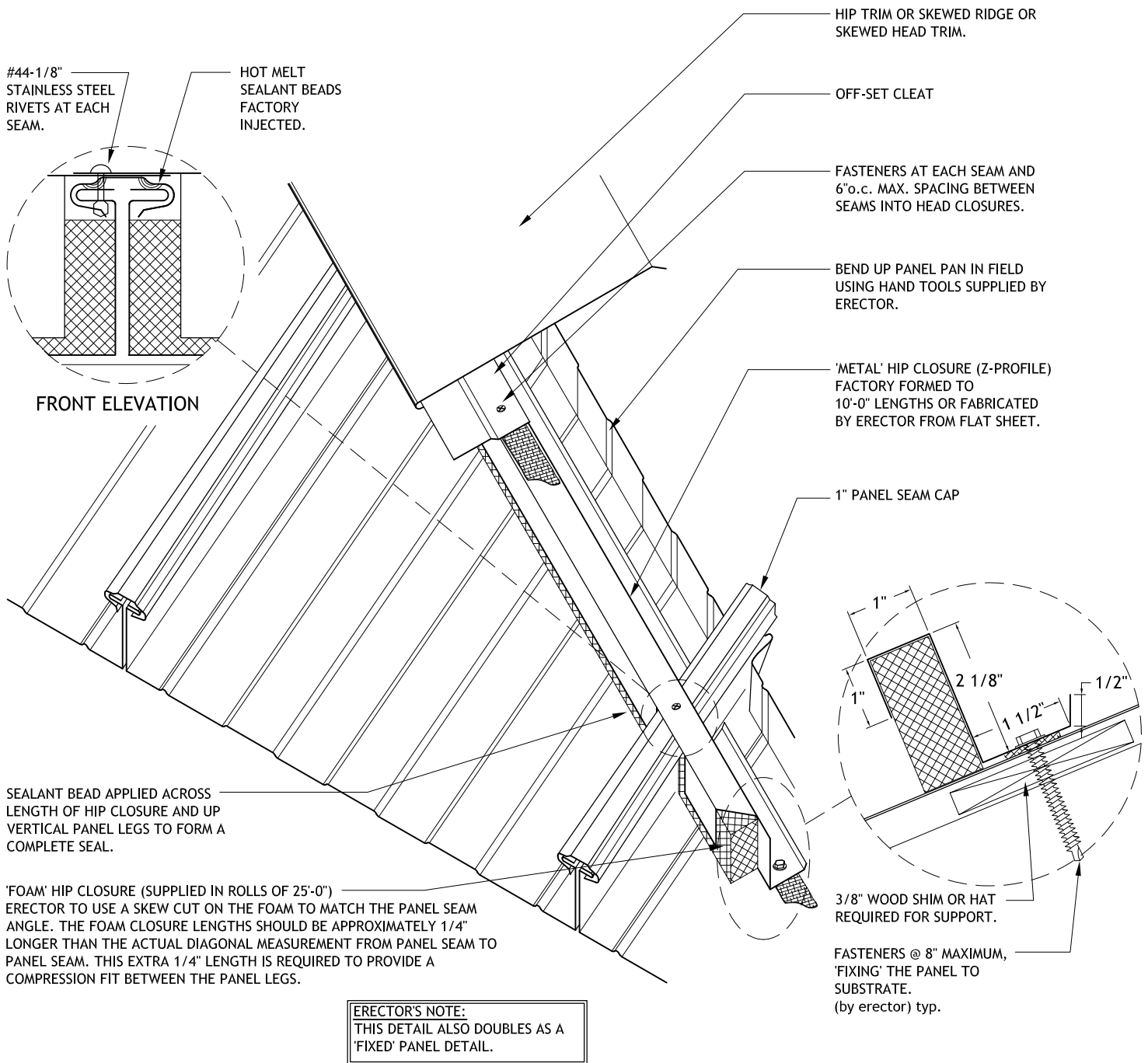
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Hip Closure Assembly Detail 2 of 2 (PS) PANEL SYSTEM ASSEMBLIES

*USED WHEN REQUIRED FOR HEAVILY SKEWED
PANEL CUTS.

*REFERENCE SHOP DRAWINGS FOR SPECIFIC
LOCATION(S) OF THIS ASSEMBLY.

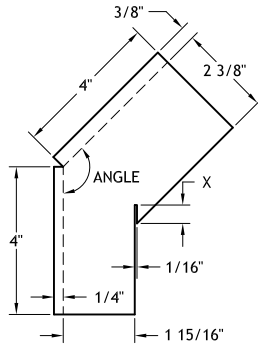
*THIS ASSEMBLY 'FIXES' THE PANEL, THEREBY
DIRECTING THERMAL MOVEMENT DOWN SLOPE.



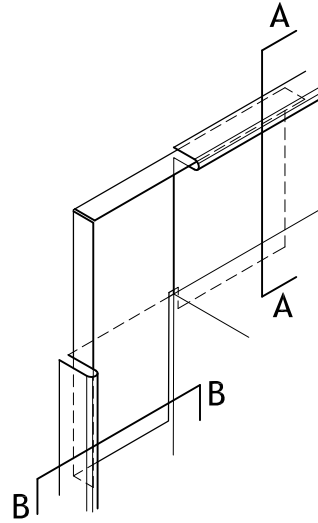
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Hip Closure Assembly Z-Profile Closure (PS) PANEL SYSTEM ASSEMBLIES

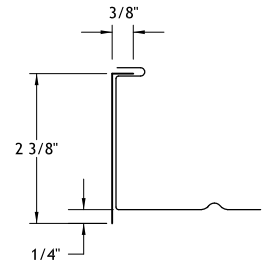
KNEE PLATE ASSEMBLY



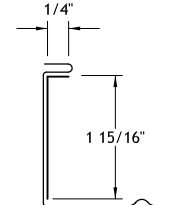
NOTE: KNEE PLATES TO BE FACTORY FORMED BY IMETCO. TWO (2) KNEE PLATES REQUIRED FOR EACH PANEL SEAM (ONE LEFT HAND AND ONE RIGHT HAND). LEFT HAND PLATE TO BE OPPOSITE HAND OF RIGHT HAND SHOWN.



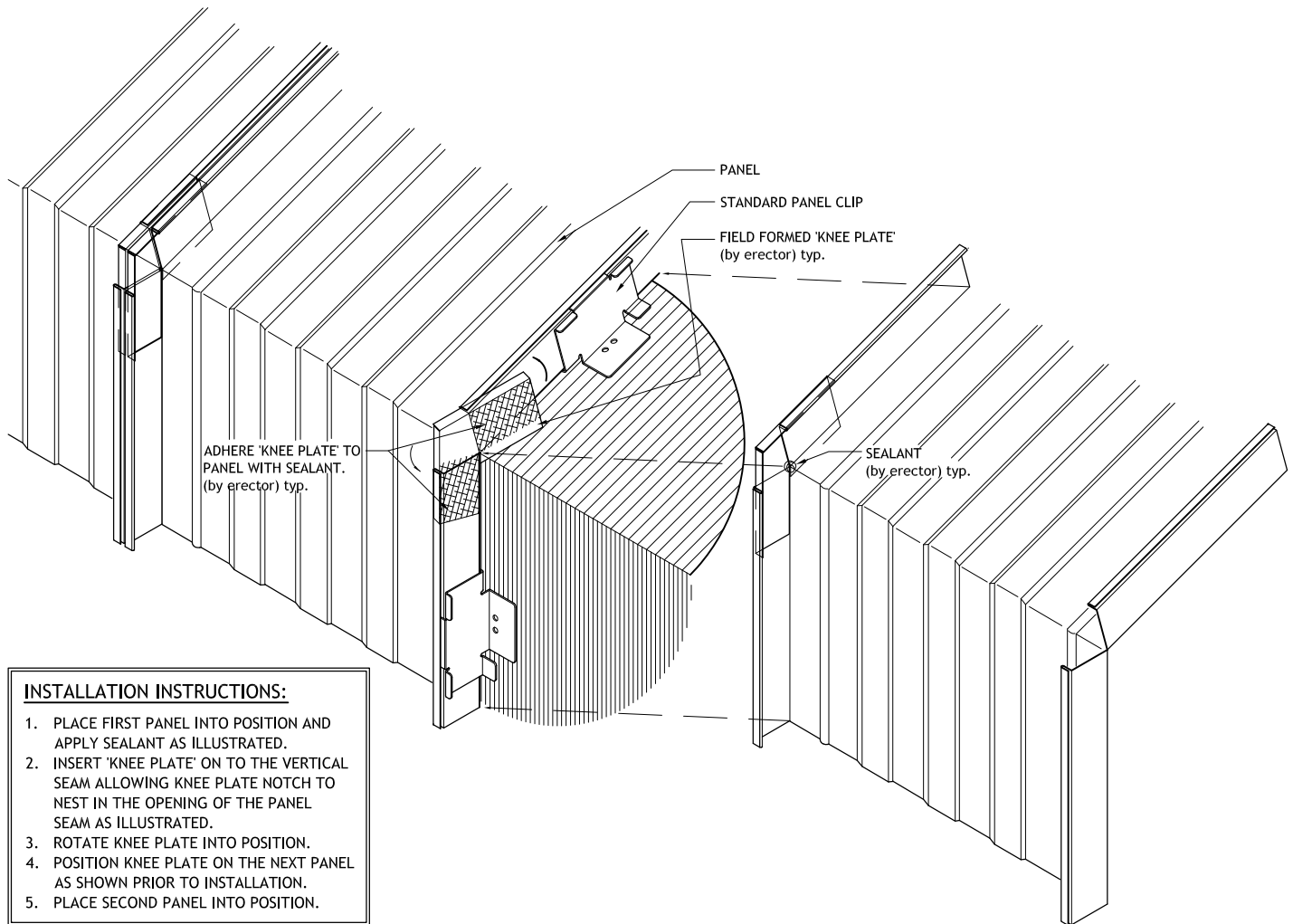
ALLOW THE KNEE PLATE TO NEST INSIDE UPPER PANEL WHILE NESTING OUTSIDE THE LOWER PANEL.



SECTION A-A
UPPER PANEL



SECTION B-B
LOWER PANEL



INSTALLATION INSTRUCTIONS:

1. PLACE FIRST PANEL INTO POSITION AND APPLY SEALANT AS ILLUSTRATED.
2. INSERT 'KNEE PLATE' ON TO THE VERTICAL SEAM ALLOWING KNEE PLATE NOTCH TO NEST IN THE OPENING OF THE PANEL SEAM AS ILLUSTRATED.
3. ROTATE KNEE PLATE INTO POSITION.
4. POSITION KNEE PLATE ON THE NEXT PANEL AS SHOWN PRIOR TO INSTALLATION.
5. PLACE SECOND PANEL INTO POSITION.

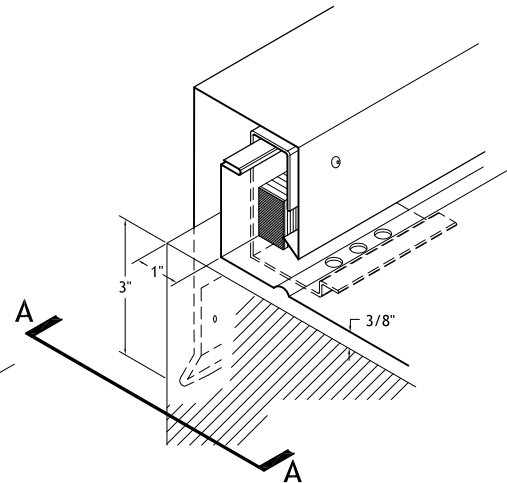
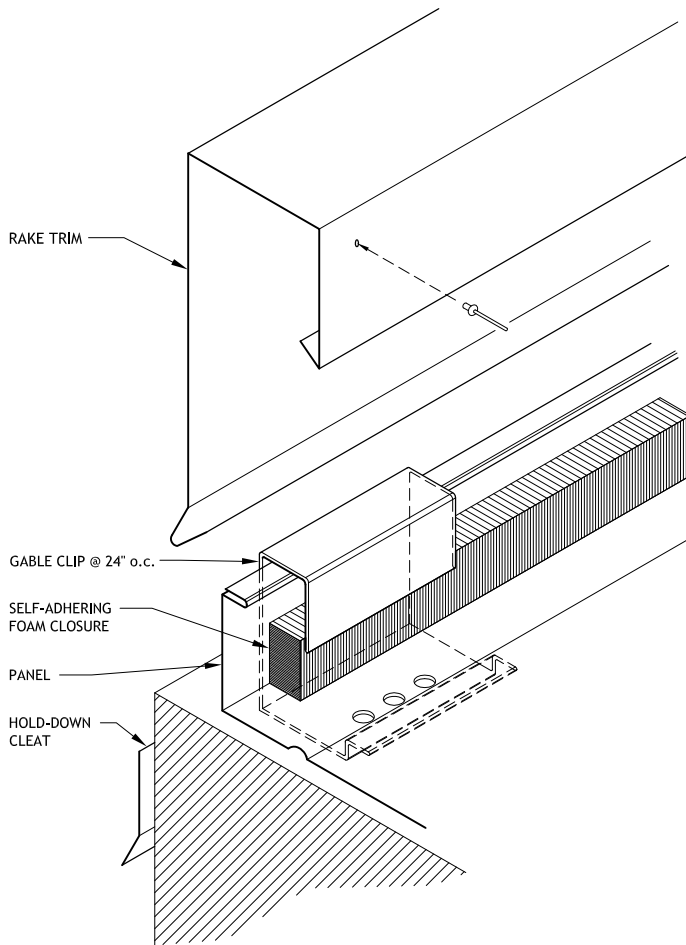


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Standard Knee Plate Detail
Fabrication and Installation
(PS) PANEL SYSTEM ASSEMBLIES

*REFERENCE SECTION TAB (SC) FOR FURTHER INFORMATION ON INDIVIDUAL COMPONENTS.

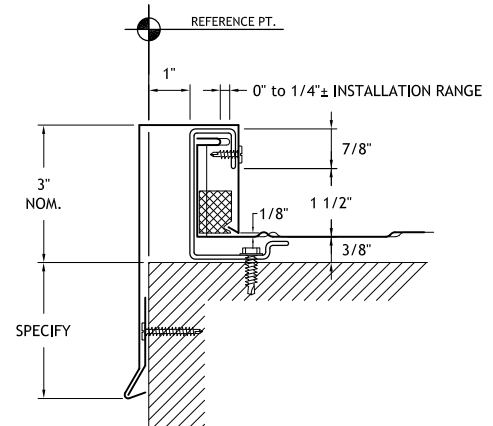
*REFERENCE SECTION TAB (PS), pg. ADJ-1.2 and ADJ-1.3 FOR PANEL TERMINATION OPTIONS AT RAKE EDGE.



COMPLETE ASSEMBLY

ERECTOR NOTE:

- ◆ ATTACH GABLE CLIPS TO SUBSTRATE AS ILLUSTRATED IN THE SHOP DRAWINGS.
- ◆ INSERT PANEL LEG INTO GABLE CLIP AT APPROXIMATELY A 45° ANGLE AND ROTATE INTO PLACE.
- ◆ ATTACH SELF-ADHERING FOAM TO VERTICAL PANEL LEG THE FULL LENGTH OF THE PANEL.
- ◆ HINT: DRY FIT RAKE TRIM TO LOCATE CORRECT PLACEMENT OF HOLD-DOWN CLEAT. FASTEN HOLD-DOWN CLEAT AS ILLUSTRATED IN THE SHOP DRAWINGS.
- ◆ FASTEN RAKE TRIM AT EACH GABLE CLIP WITH #44-1/8" STAINLESS STEEL RIVETS OR FASTENER, PRE-PAINTED TO MATCH. LOCK RAKE TRIM ONTO HOLD-DOWN CLEAT.
- ◆ THIS DETAIL REPRESENTS A TYPICAL ASSEMBLY. ALWAYS REFERENCE SHOP DRAWINGS FOR DETAILING SPECIFIC TO YOUR PROJECT.



SECTION A-A

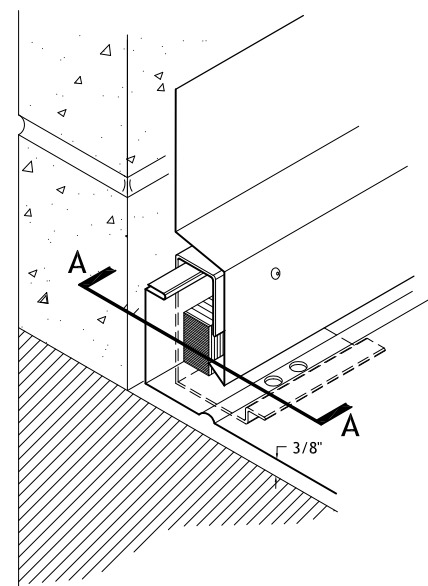
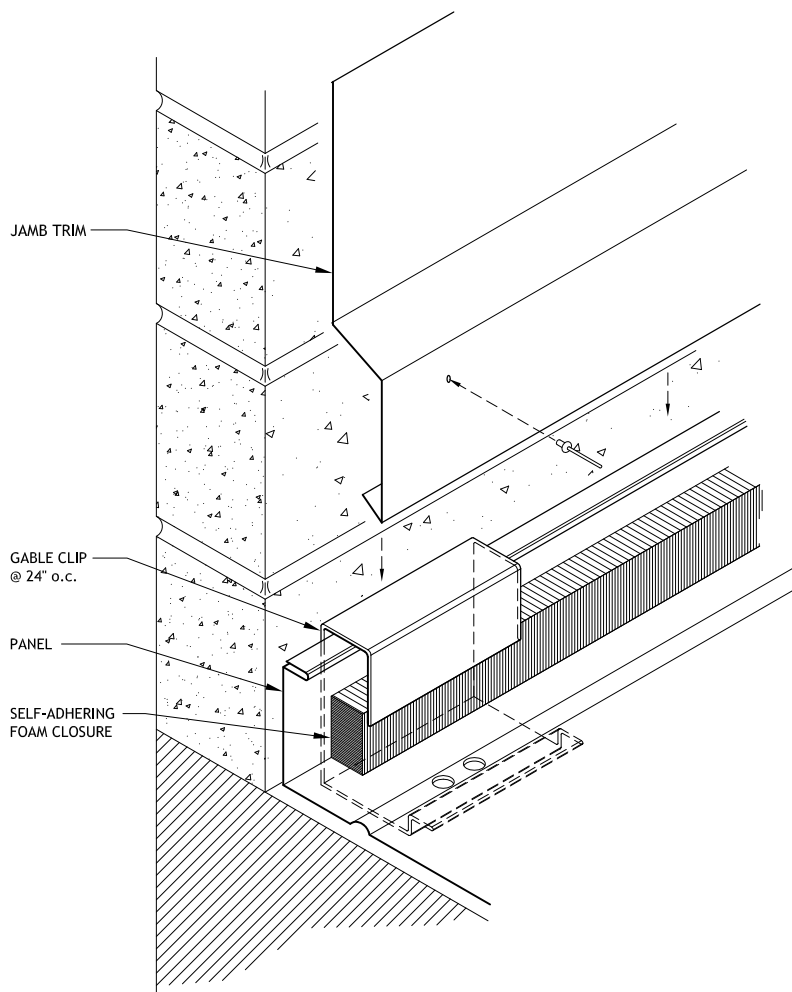


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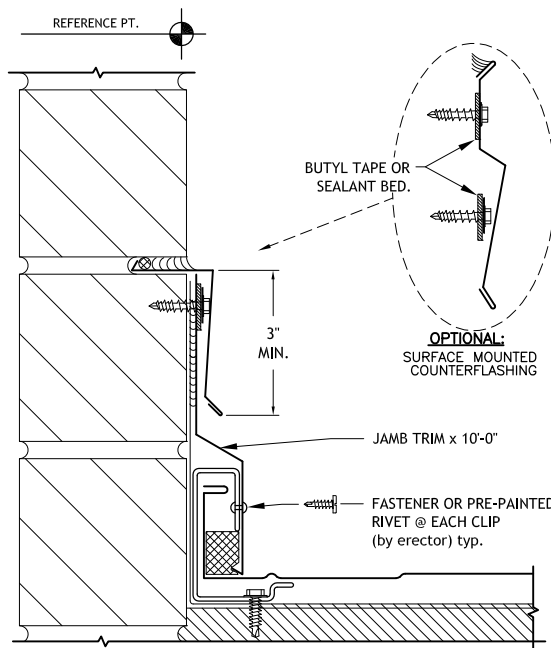
Rake Assembly Detail with Self-Adhering Foam Closure (PS) PANEL SYSTEM ASSEMBLIES

*REFERENCE SECTION TAB (SC) FOR FURTHER INFORMATION ON INDIVIDUAL COMPONENTS.

*REFERENCE SECTION TAB (PS), pg. ADJ-1.2 and ADJ-1.3 FOR PANEL TERMINATION OPTIONS AT JAMB EDGE.



COMPLETE ASSEMBLY



SECTION A-A

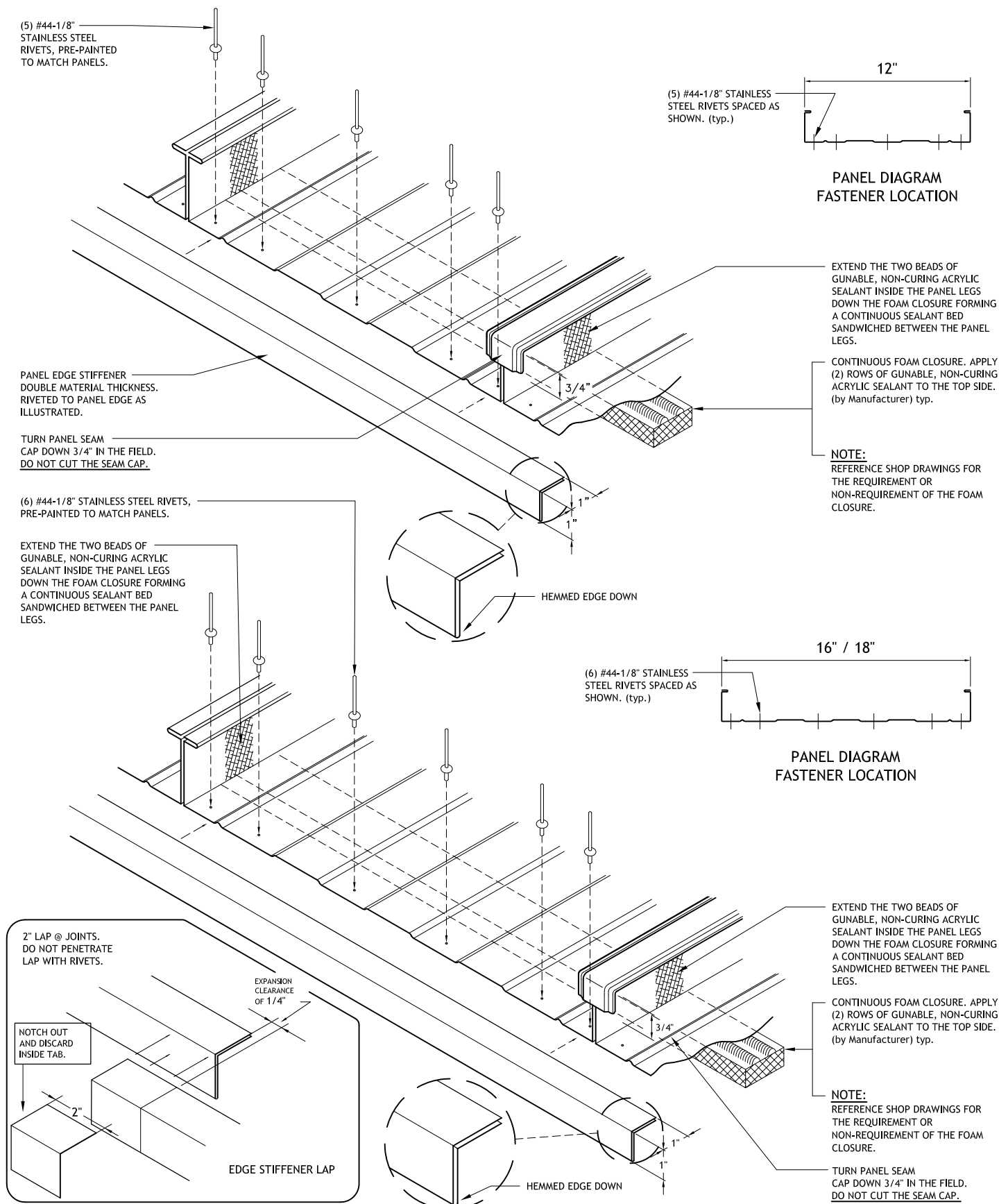
ERECTOR NOTE:

- ATTACH GABLE CLIPS TO SUBSTRATE AS ILLUSTRATED IN THE SHOP DRAWINGS.
- INSERT PANEL LEG INTO GABLE CLIP AT APPROXIMATELY A 45° ANGLE AND ROTATE INTO PLACE.
- ATTACH SELF-ADHERING FOAM TO VERTICAL PANEL LEG THE FULL LENGTH OF THE PANEL.
- COORDINATE PROPER LOCATION OF ASSOCIATED FLASHINGS, SEALANTS, AND OTHER COMPONENTS WITH JAMB TRIM.
- FASTEN JAMB TRIM AT EACH GABLE CLIP WITH #44-1/8" STAINLESS STEEL RIVETS OR FASTENER, PRE-PAINTED TO MATCH. LOCK RAKE TRIM ONTO HOLD-DOWN CLEAT.
- THIS DETAIL REPRESENTS A TYPICAL ASSEMBLY. ALWAYS REFERENCE SHOP DRAWINGS FOR DETAILING SPECIFIC TO YOUR PROJECT.



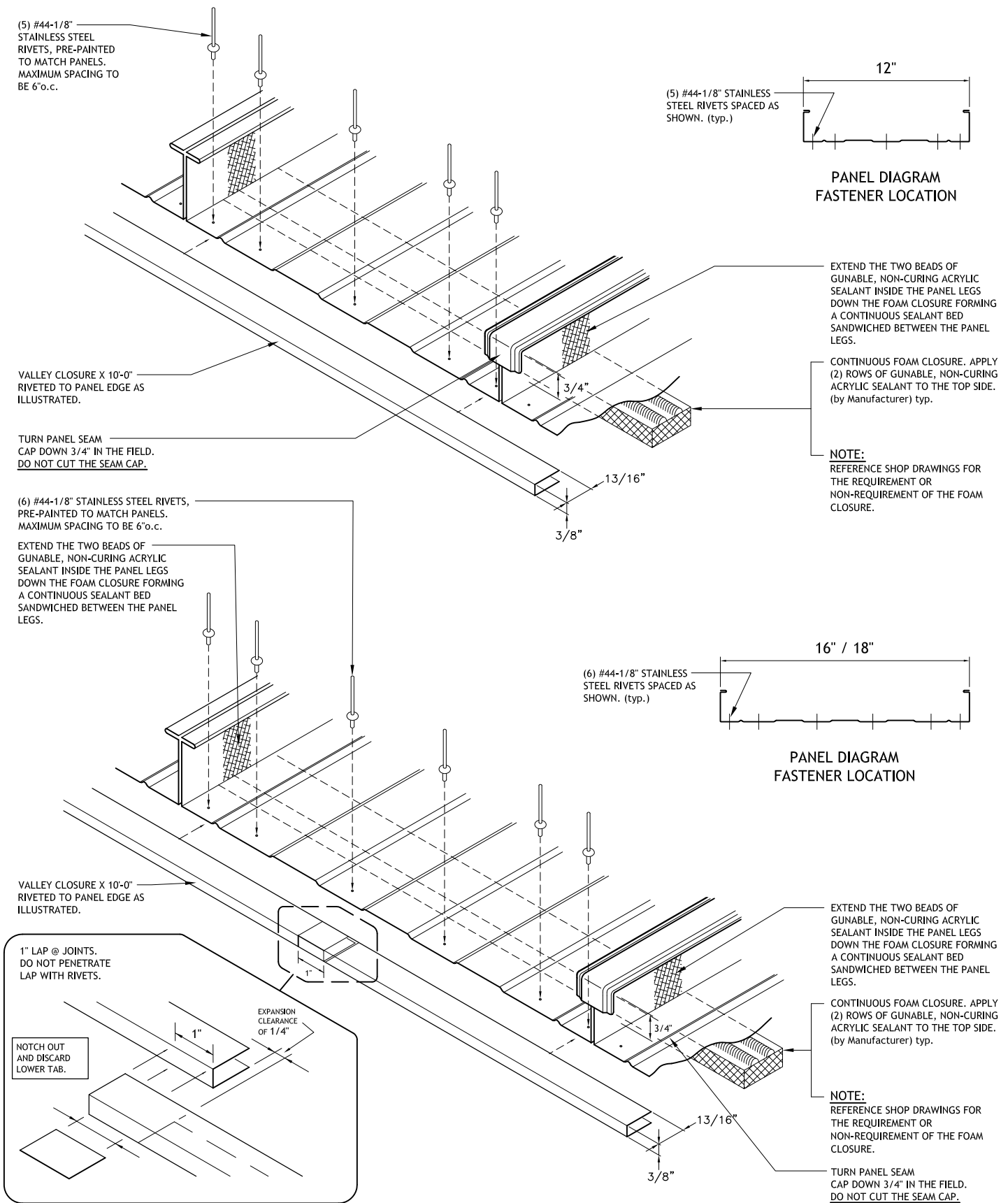
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Sloping Jamb Assembly Detail with Self-Adhering Foam Closure (PS) PANEL SYSTEM ASSEMBLIES



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Seam-End Closure Detail 12", 16" and 18" Panel Width (PS) PANEL SYSTEM ASSEMBLIES

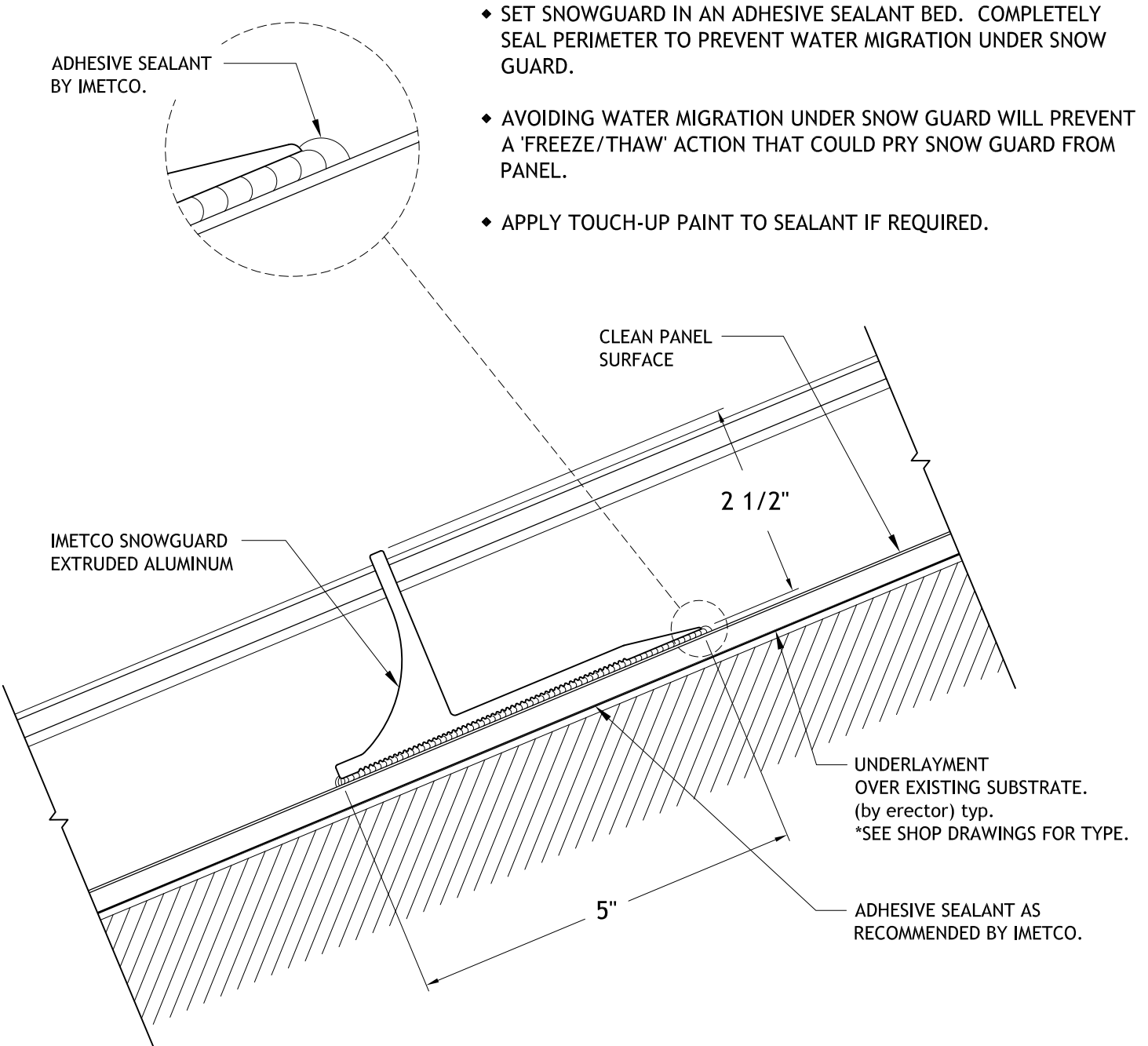


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Valley Closure Detail 12", 16" and 18" Panel Width (PS) PANEL SYSTEM ASSEMBLIES

SNOWGUARD ATTACHMENT DETAIL:

*ADHESIVE TYPE



ALWAYS REFERENCE SHOP DRAWINGS FOR APPROPRIATE NUMBER OF SNOW GUARDS AND THEIR LOCATIONS. AS WELL, REFERENCE THE ASSOCIATED SNOW GUARD DETAILS IN THIS SECTION FOR FURTHER INFORMATION.



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Adhered Snow Guard
Attachment Detail
(PS) PANEL SYSTEM ASSEMBLIES

- ♦ Air temperature must be above 50° F for the entire curing time (day and night) with no anticipated rain for at least 48 hours and no snowfall for at least (5) five days.
- ♦ The Panel surface must be clean and dry. The surface on which the snow guard is to be installed may be cleaned with isopropyl alcohol. Any damp surfaces should be dried with an absorbent cloth. Again, the surface must be clean and completely dry.
- ♦ Apply the supplied sealant to the scored side of the snow guard so that when installed, a continuous bed of sealant will adhere the snow guard to the panel surface.
- ♦ Position the snow guard onto the panel and apply pressure to force the sealant out and around the top edge and sides of the snow guard. Next, remove for 5 to 10 seconds to allow the sealant to begin curing. Reposition snow guard to the panel surface. When repositioning, be certain the sealant forms a continuous seal around the snow guard's perimeter. This will prevent melted snow and rain from collecting under the snow guard. See attached details. Check for proper placement dimensions, quantity of snow guards per panel, and aesthetic alignment of each individual guard.
- ♦ On sunny days or during warm weather, it is recommended that the snow guard be temporarily taped into position for at least 24 hours. This allows the sealant to develop sufficient adhesion in order to hold the snow guard in place. Masking tape is to be applied carefully across the snow guard's top surface.
- ♦ After the sealant has developed sufficient adhesion, any masking tape is then to be carefully removed. Areas of exposed sealant may be touched-up with paint that matches the panel surface if required.

NOTE:

Snow guard adhesive sealant is sold (12) tubes per case. Approximately 100 snow guards can be applied per case.



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**Adhered Snow Guard
Installation Instructions
(PS) PANEL SYSTEM ASSEMBLIES**



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Section RA

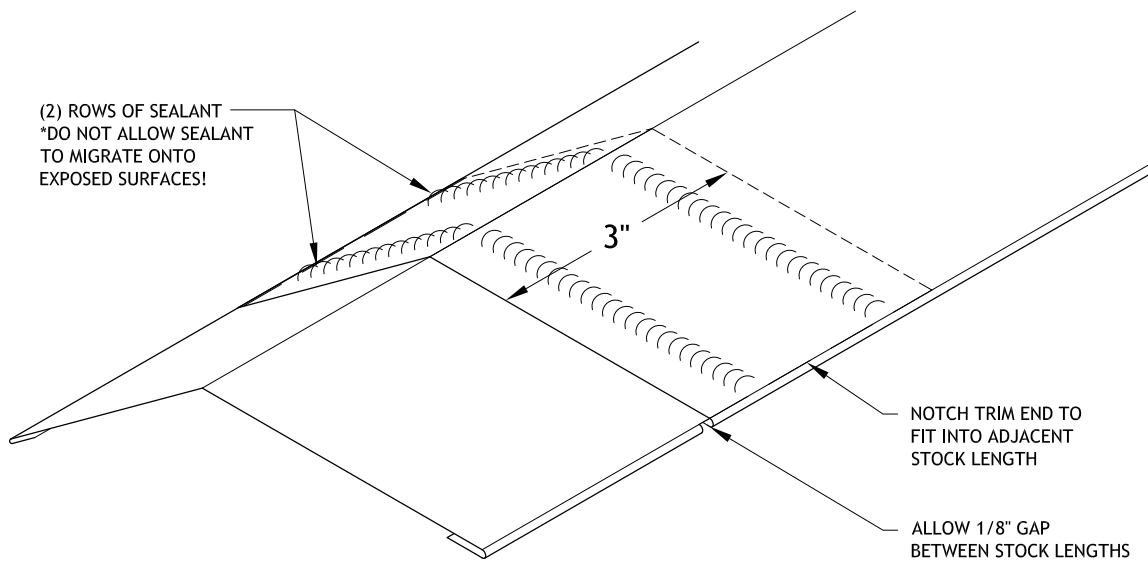
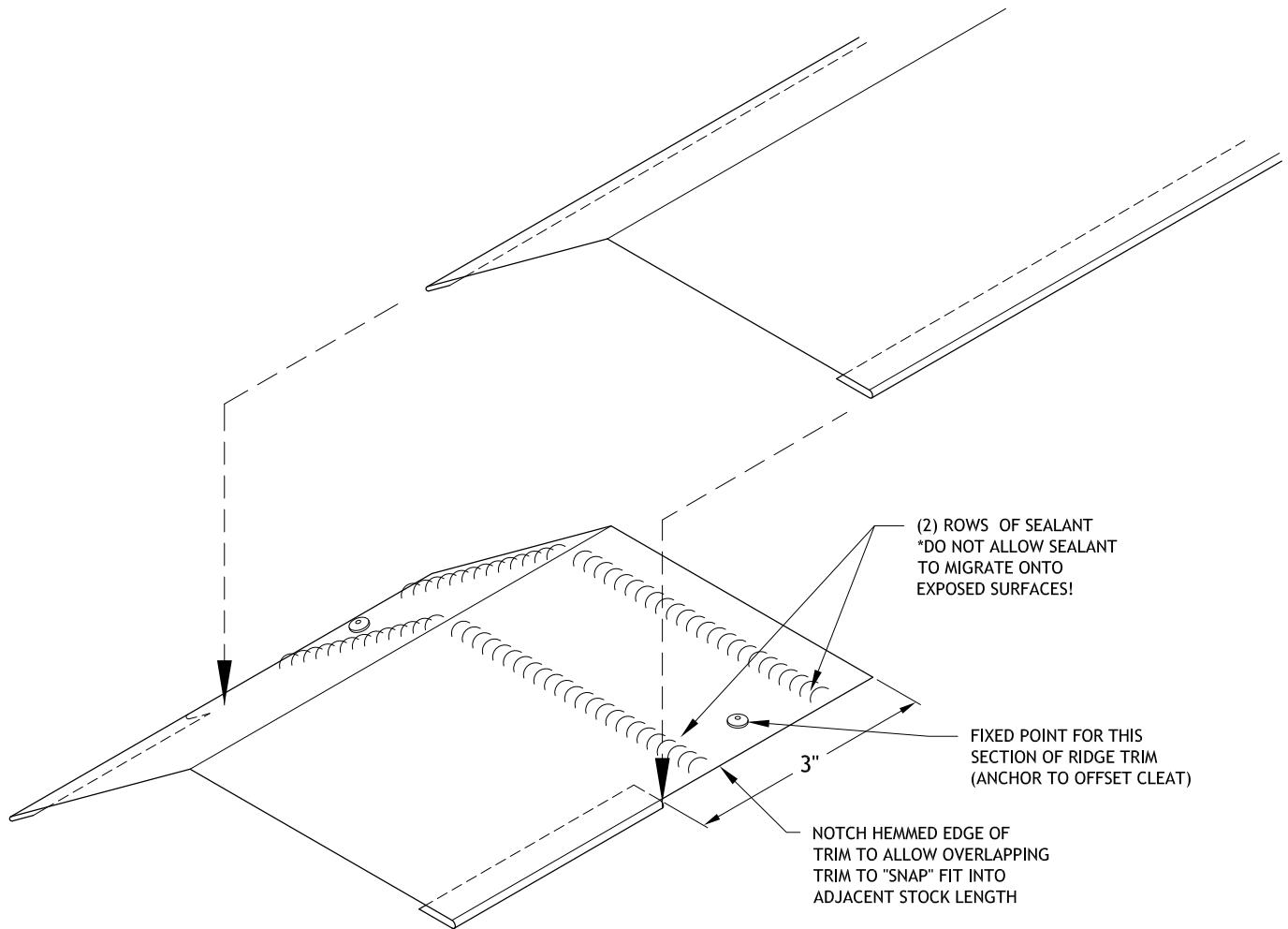
ROOF APPLICATIONS SUPPORT



The following series of details is provided as a supplement to the 11" x 17" shop drawings.
ALWAYS start with your shop drawings! They will govern specific component assemblies.

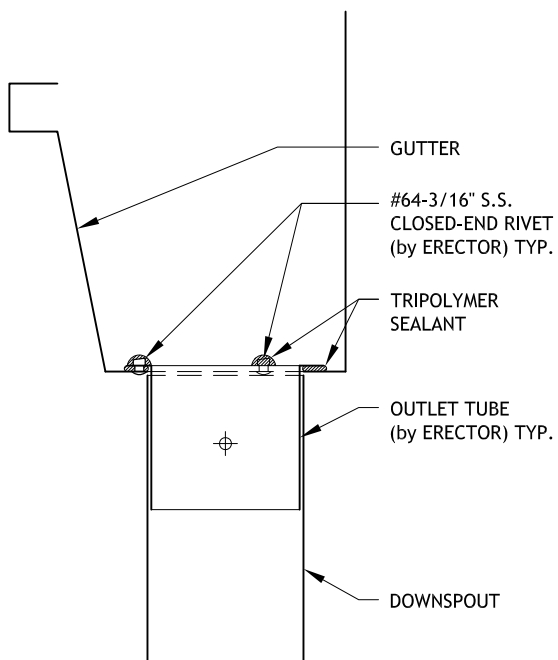
SECTION CONTENTS

DETAIL:	PAGE NO:
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Trim Lap - Standard Eave	TRIM-1.3
Trim Lap - Standard Head	TRIM-1.4
Trim Lap - Standard Valley	TRIM-1.5
Trim Lap - Standard Gutter (Option 1)	TRIM-1.6
Trim Lap - Standard Gutter (Option 2)	TRIM-1.7
Trim Lap - Standard Gutter with Aluminized Gutter Tape (Option 1)	TRIM-1.8
Trim Lap - Standard Gutter with Aluminized Gutter Tape (Option 2)	TRIM-1.9
Trim Lap - Standard Gutter Outlet Tube	TRIM-1.10
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Curb Assembly - Typical	CURB-1.2
Curb Assembly - Hot Flue	CURB-1.3
Curb Assembly - Chimney	CURB-1.4
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Curb Assembly - Section B-B (Detail 2 of 5)	CURB-2.2
Curb Assembly - Section C-C (Detail 3 of 5)	CURB-2.3
Curb Assembly - Valley Pan to Jamb Pan (Detail 4 of 5)	CURB-2.4
Curb Assembly - Jamb Pan to Panel (Detail 5 of 5)	CURB-2.5
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Pipe Boot Detail - Through Panel Seam (Detail 1 of 2)	PIPE-2.1
Pipe Boot Detail - Through Panel Seam (Detail 2 of 2)	PIPE-2.2
Heavy-Duty Pipe Boot Detail - Through Panel Seam (Detail 1 of 2)	PIPE-3.1
Heavy-Duty Pipe Boot Detail - Through Panel Seam (Detail 2 of 2)	PIPE-3.2
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Downspout Assembly - Standard 4" x 5"	DS-2.1
Downspout Assembly - Standard 5" x 6"	DS-3.1
Gutter Expansion Joint	GEJ-1.1

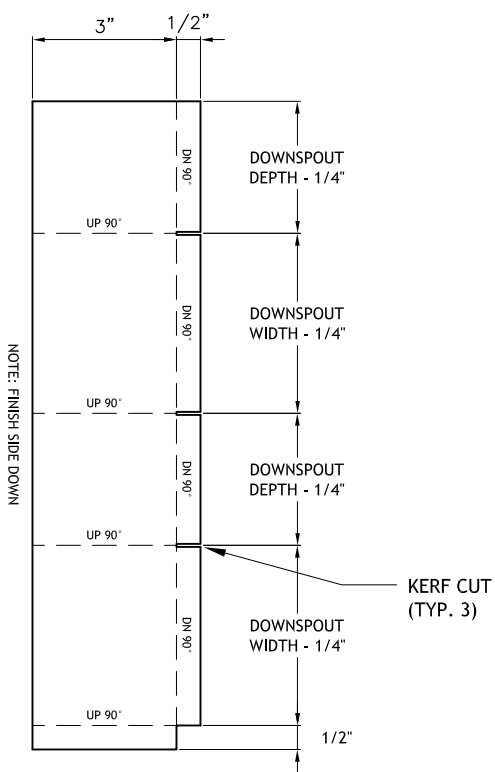


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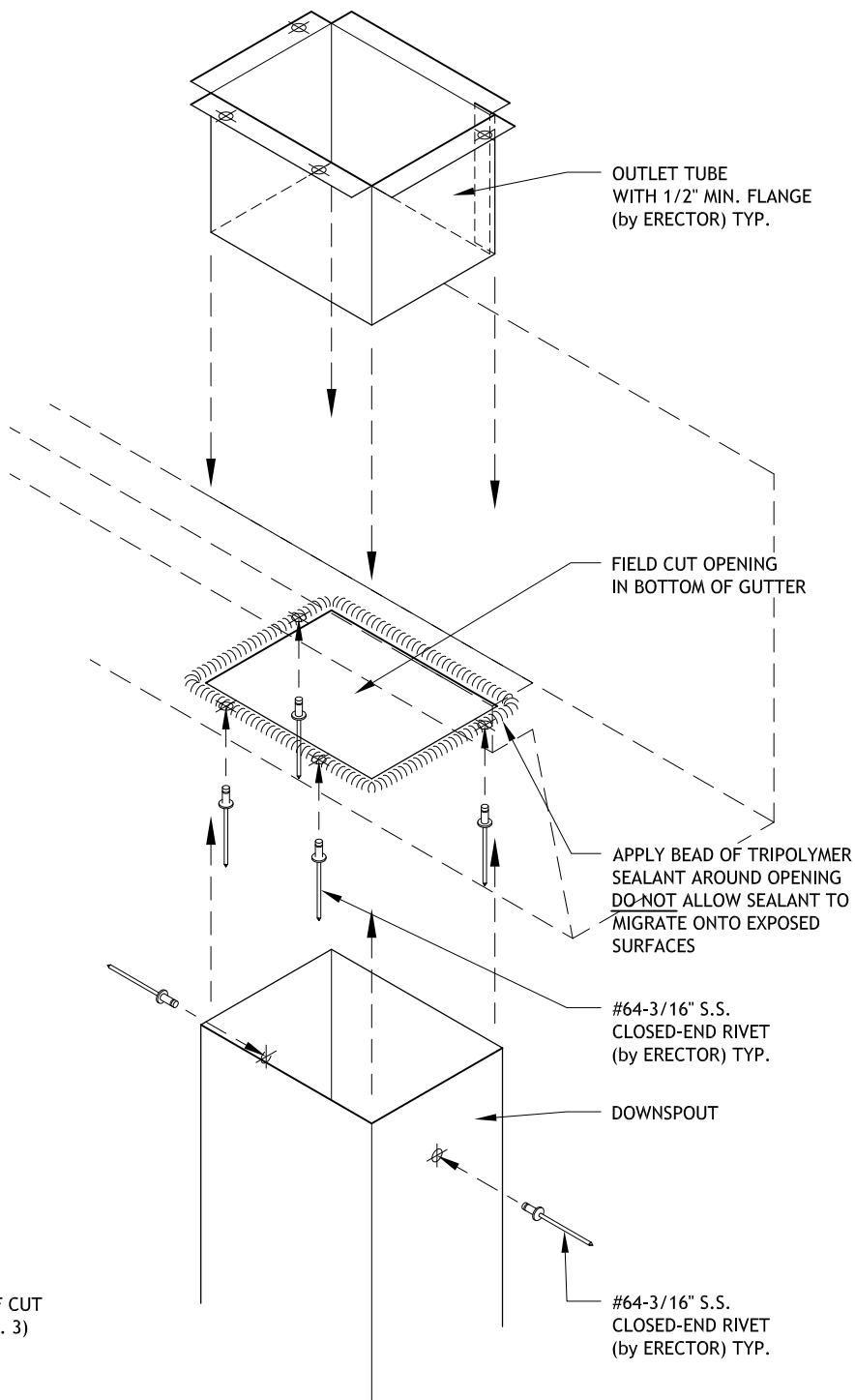
Standard Ridge Trim End Lap Detail (RA) ROOF APPLICATIONS



SECTION



FLAT LAYOUT

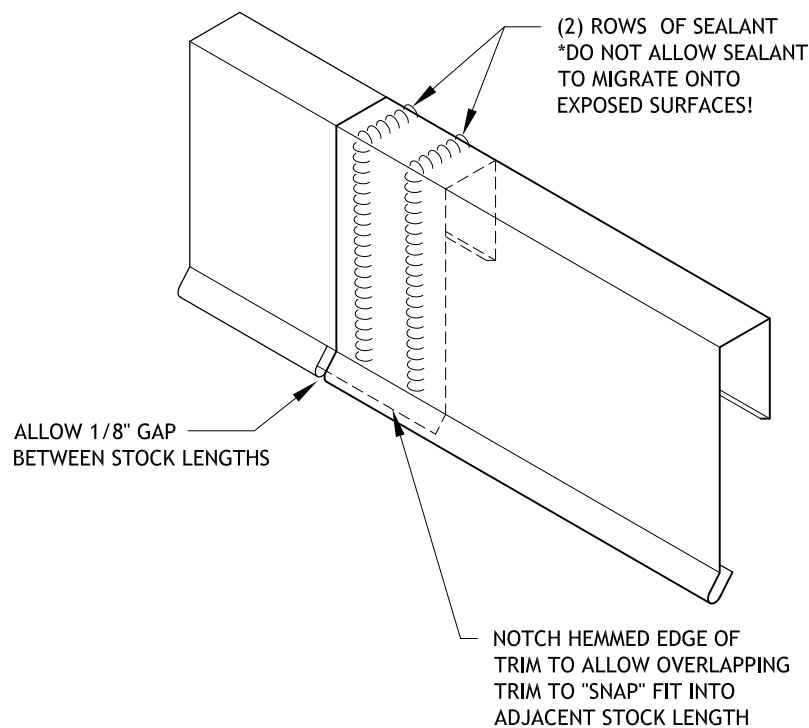
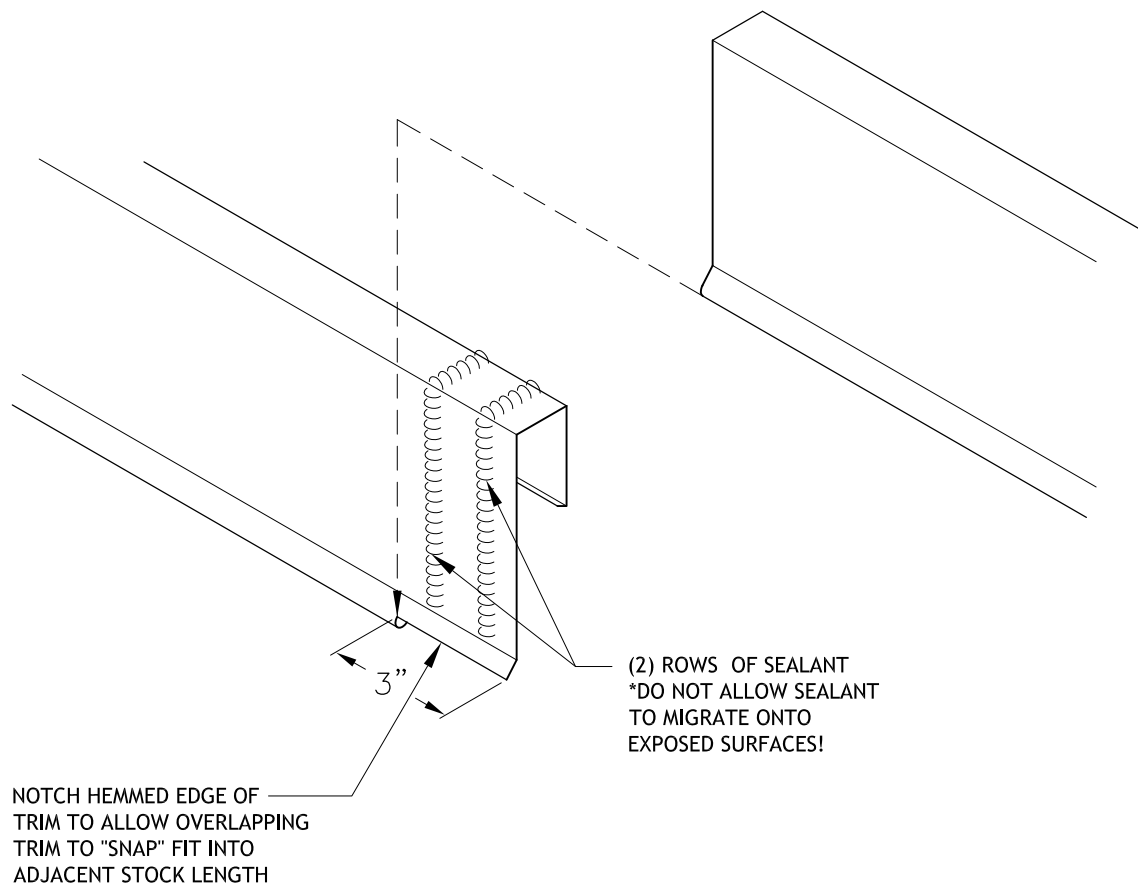


ISOMETRIC ASSEMBLY



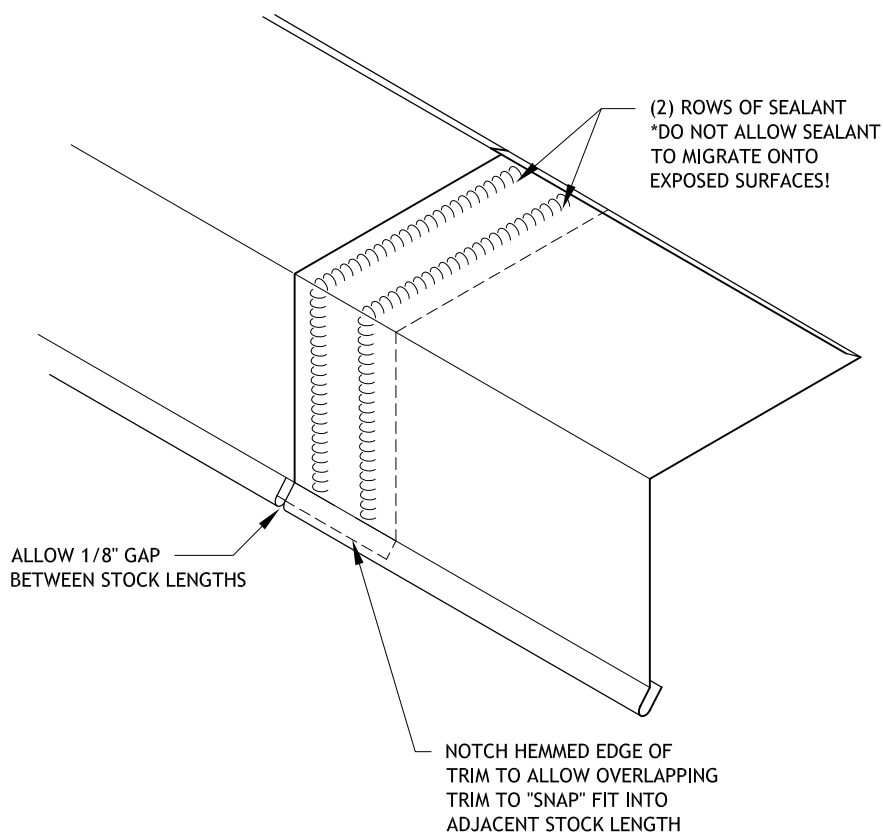
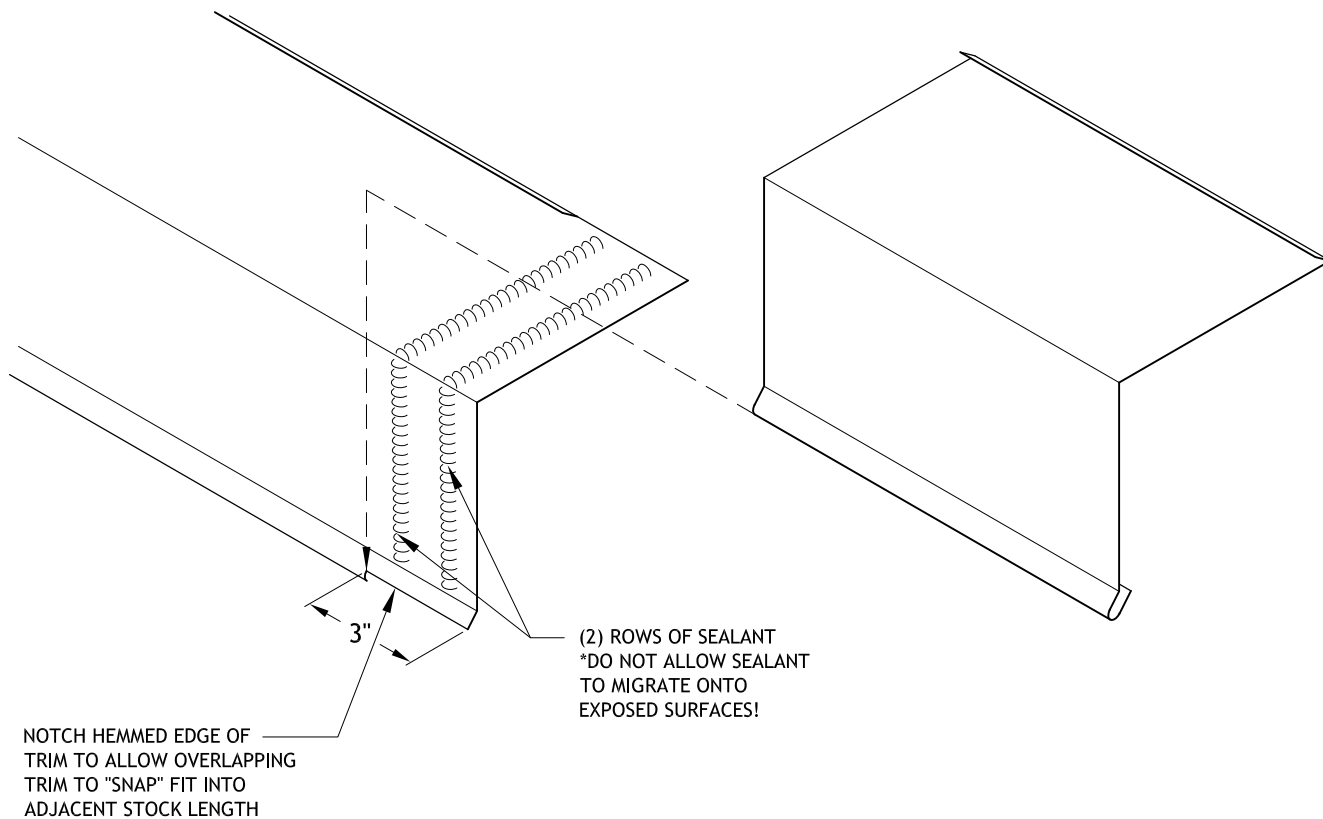
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Standard Gutter Outlet Tube (RA) ROOF APPLICATIONS



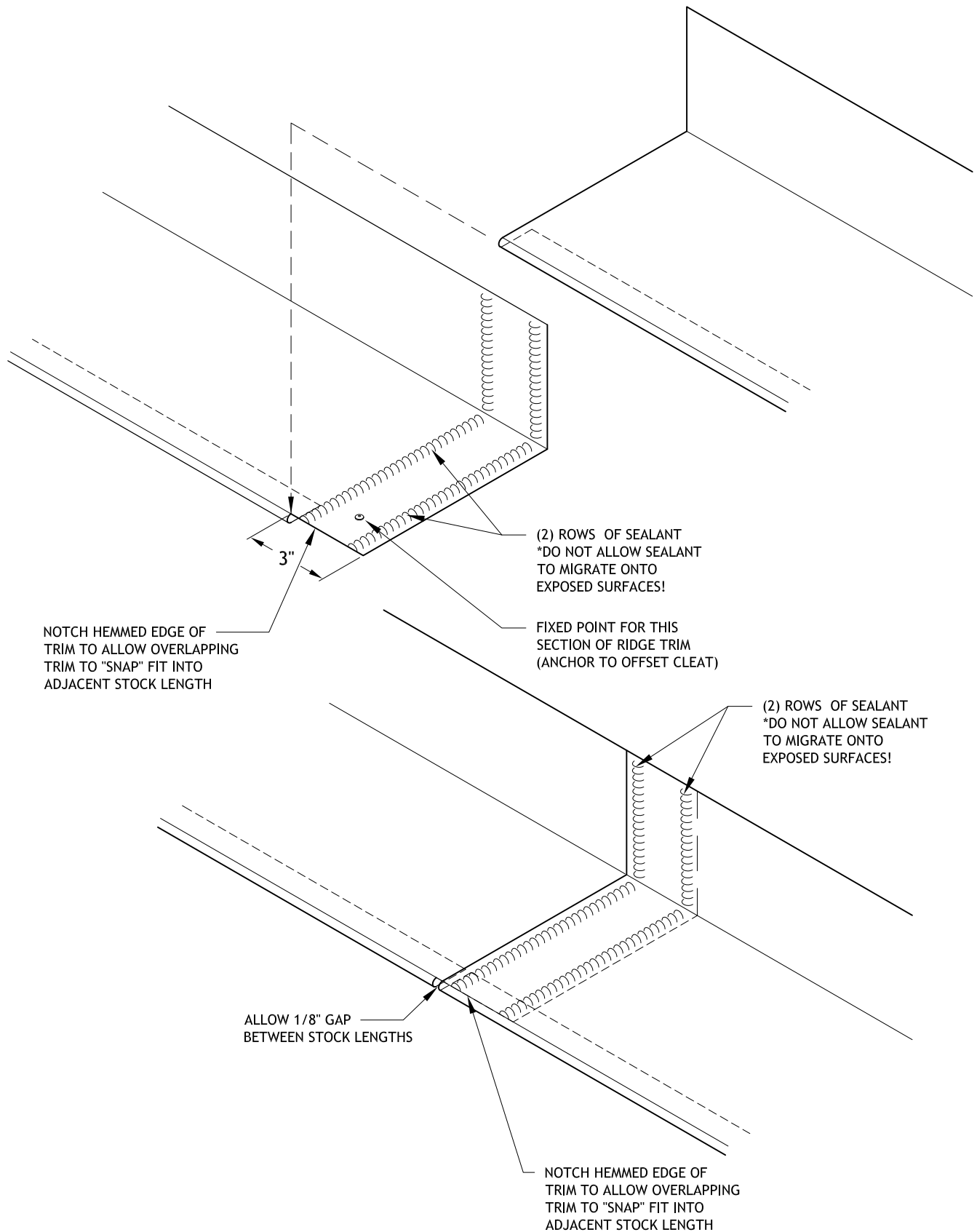
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Standard Rake Trim End Lap Detail (RA) ROOF APPLICATIONS



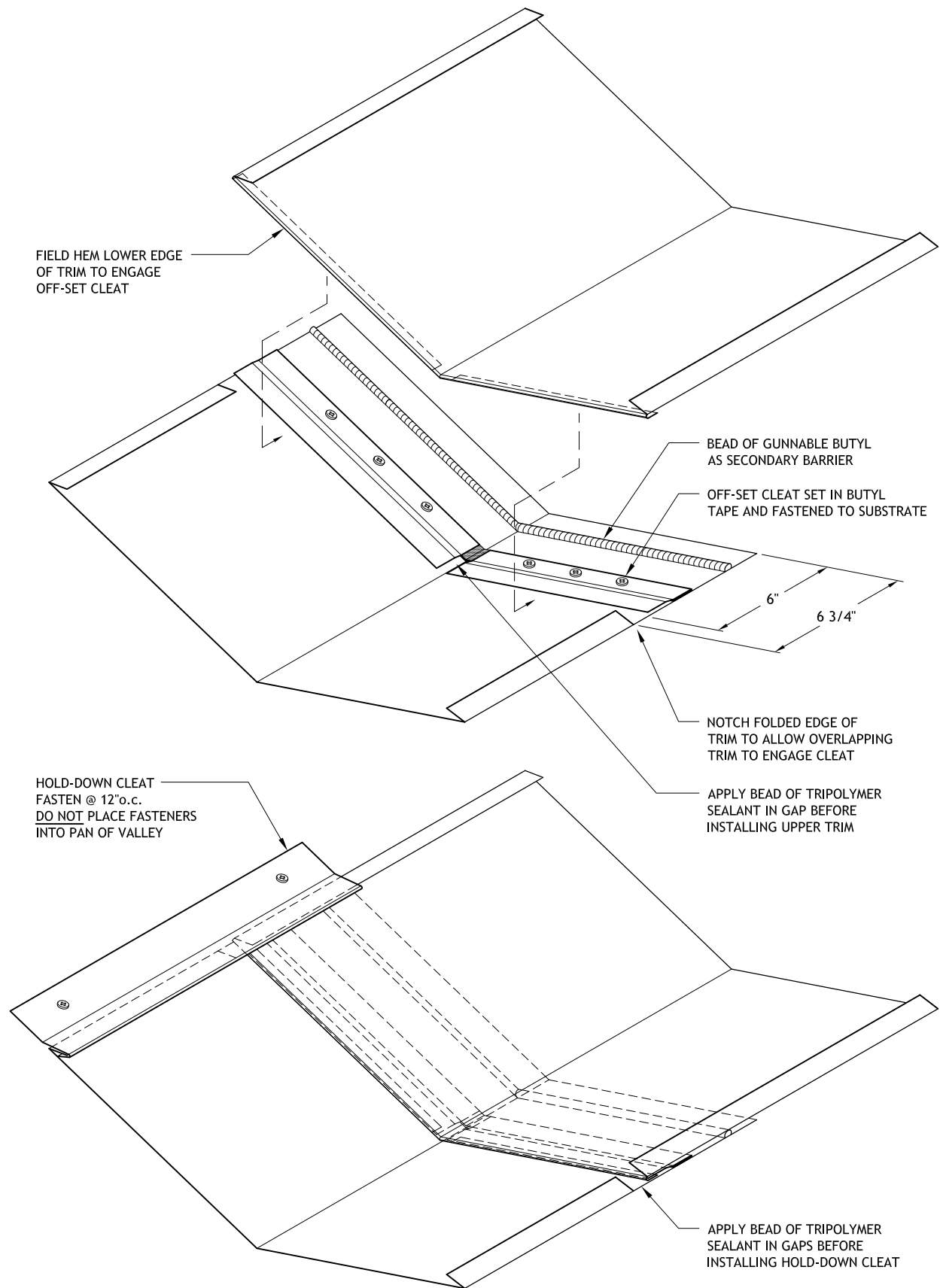
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Standard Eave Trim End Lap Detail (RA) ROOF APPLICATIONS



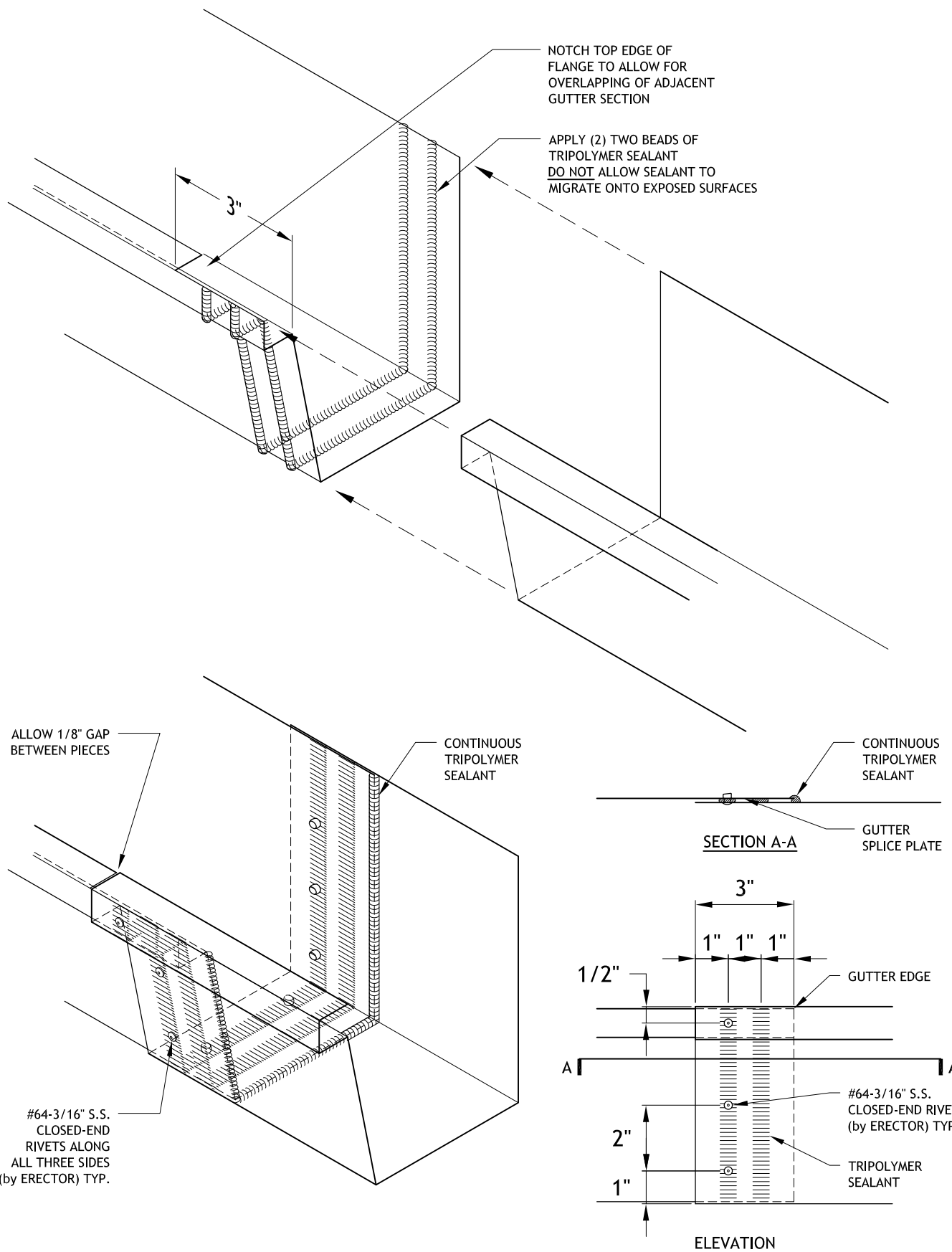
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Standard Head Trim End Lap Detail (RA) ROOF APPLICATIONS



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Standard Valley Trim End Lap Detail (RA) ROOF APPLICATIONS

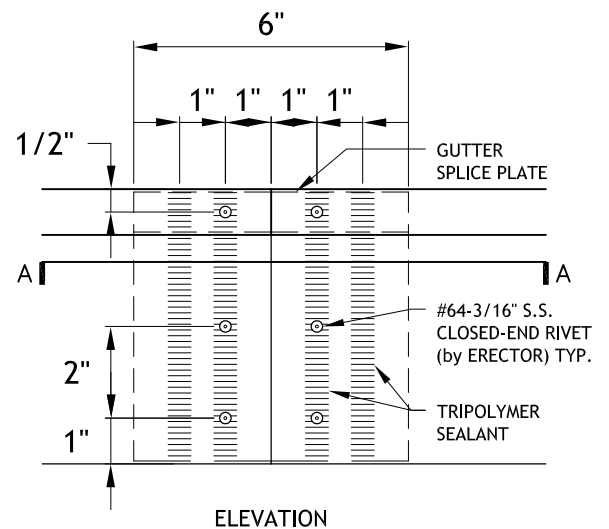
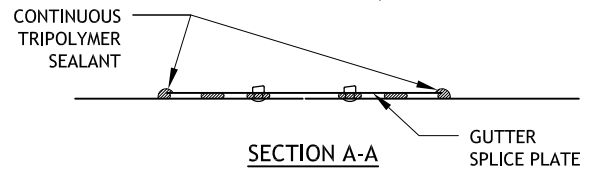
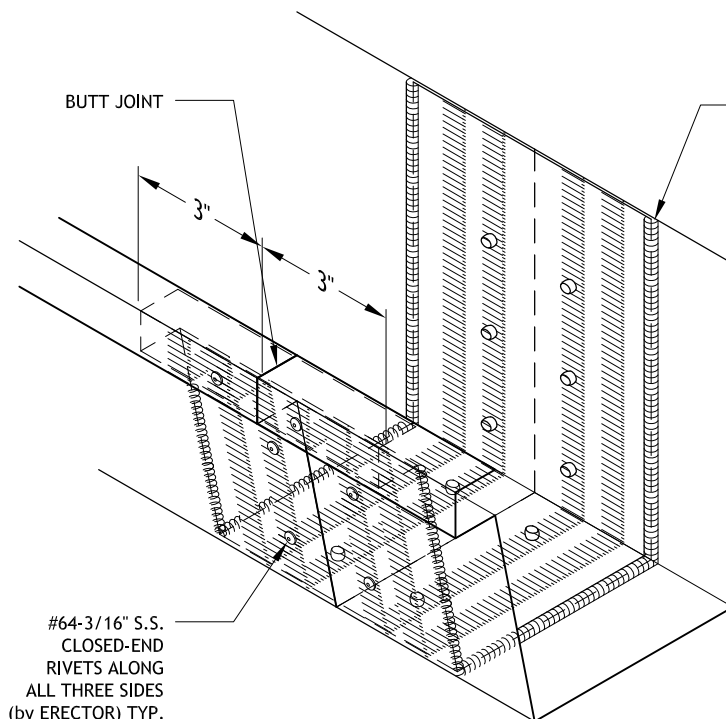
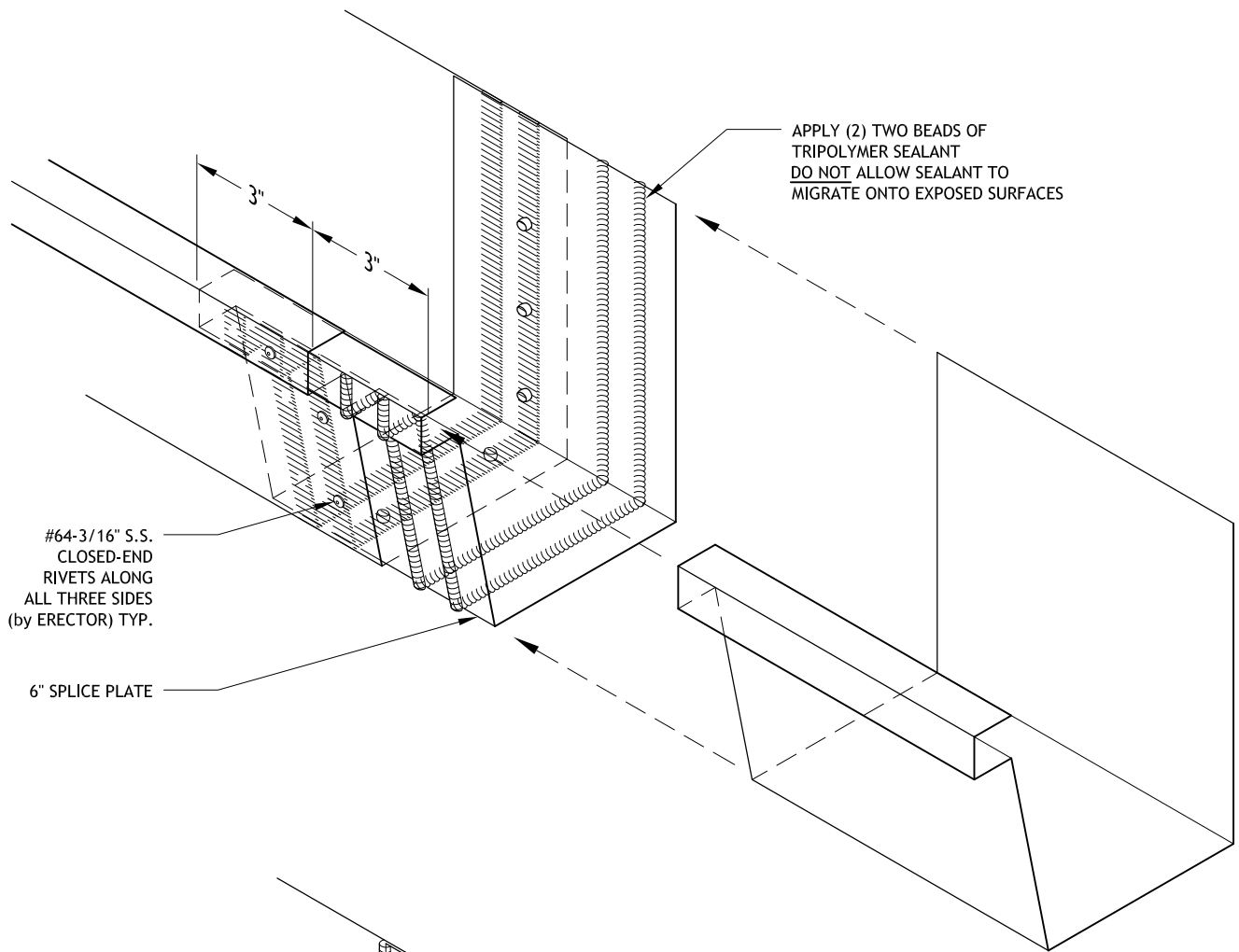


NOTE: GUTTER EXPANSION JOINT REQUIRED @ 50'-0" o.c. MAX. PER SMACNA GUIDELINES



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Standard Gutter Trim End Lap Detail - Option #1 (RA) ROOF APPLICATIONS

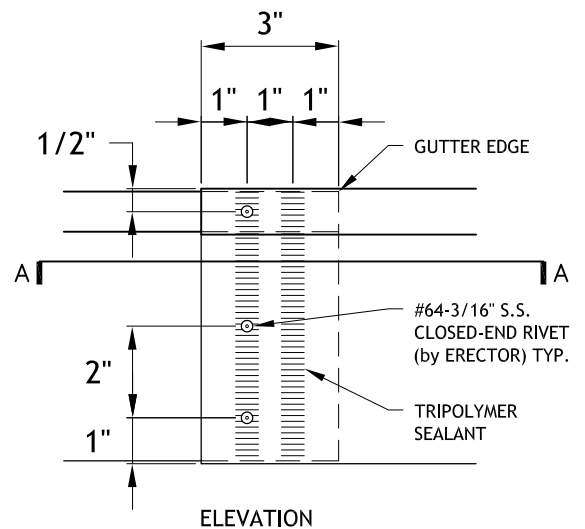
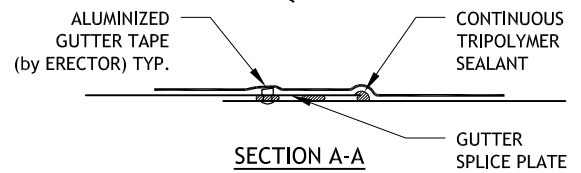
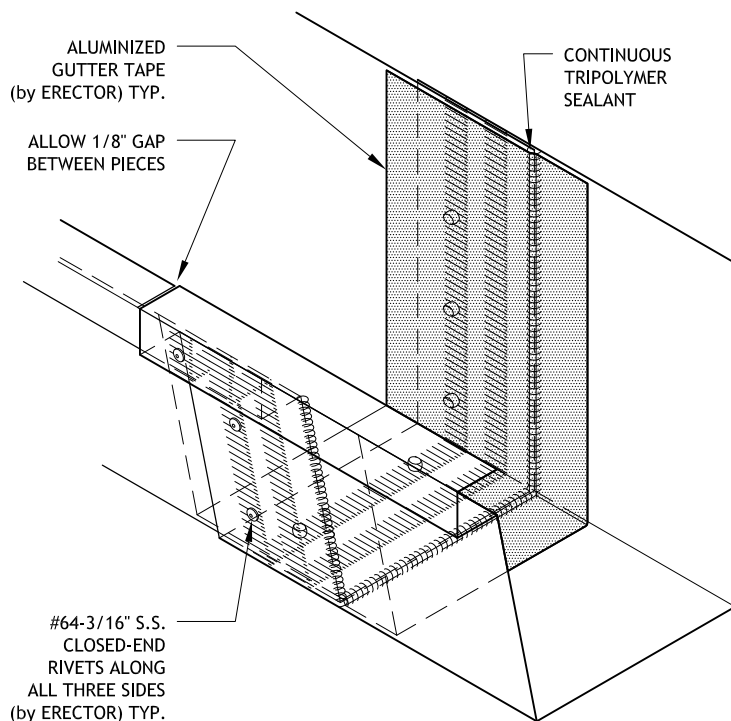
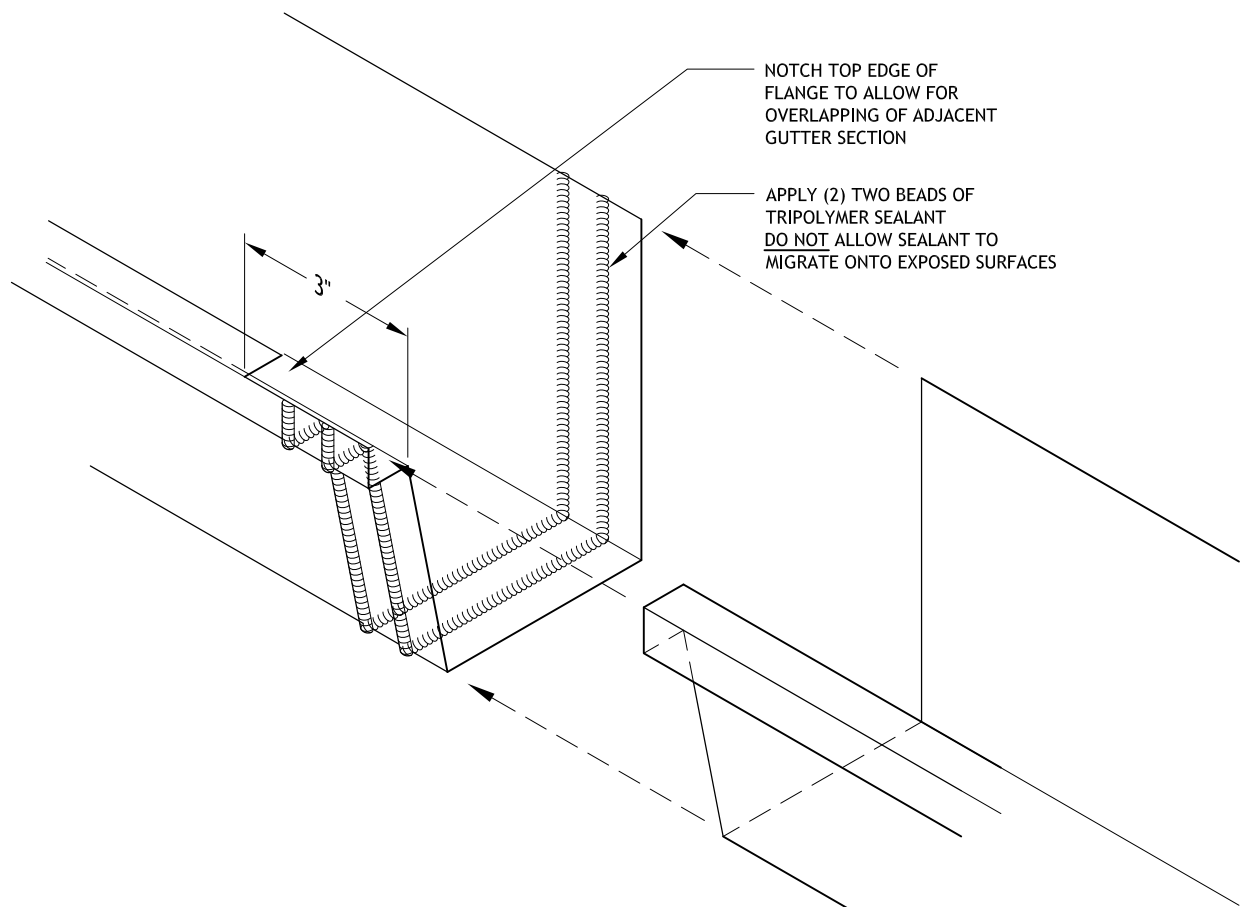


NOTE: GUTTER EXPANSION JOINT REQUIRED @ 50'-0" o.c. MAX. PER SMACNA GUIDELINES



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Standard Gutter Trim End Lap Detail - Option #2 (RA) ROOF APPLICATIONS

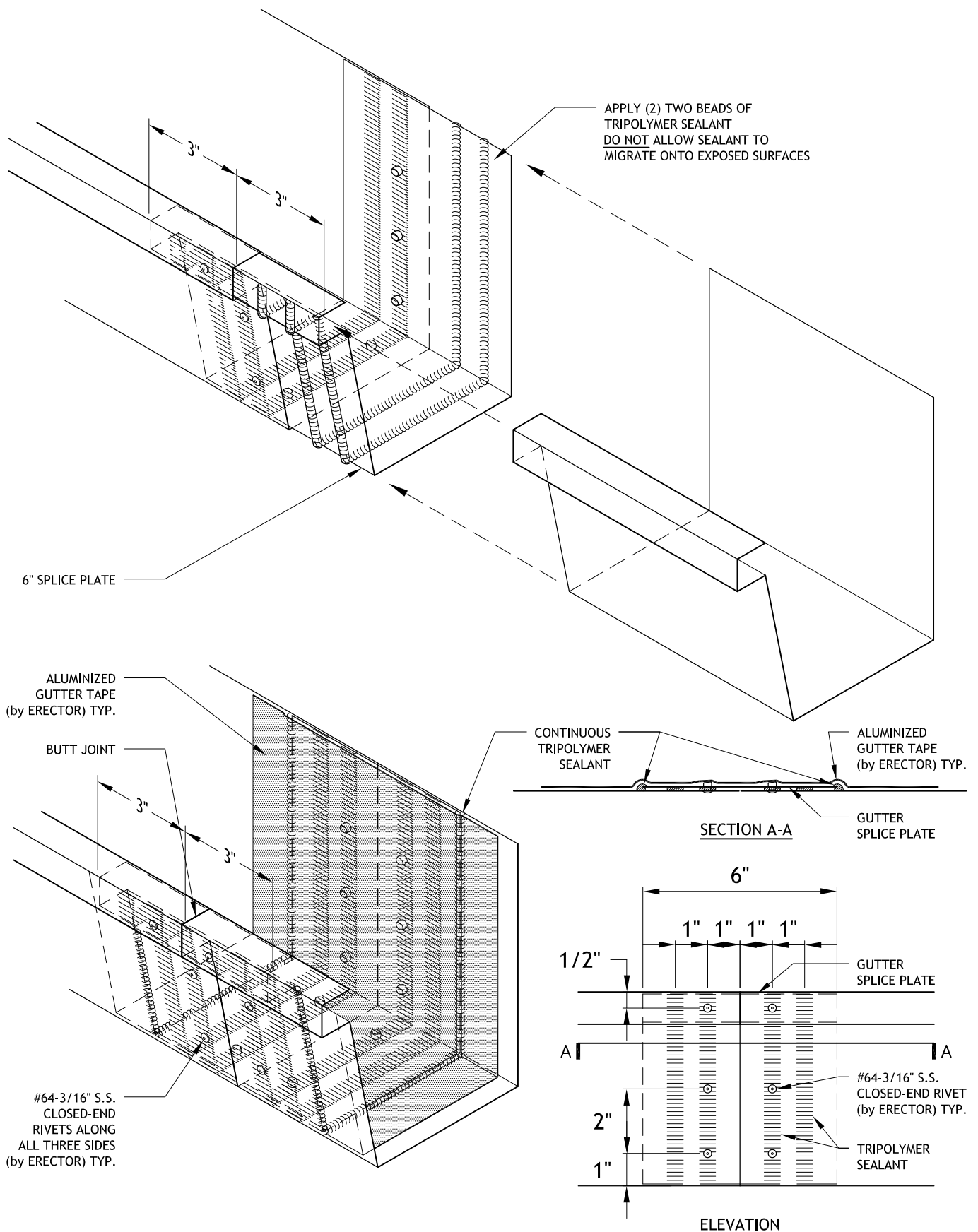


NOTE: GUTTER EXPANSION JOINT REQUIRED @ 50'-0" o.c. MAX. PER SMACNA GUIDELINES



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Standard Gutter Trim End Lap Detail Option #1 with Aluminized Gutter Tape (RA) ROOF APPLICATIONS

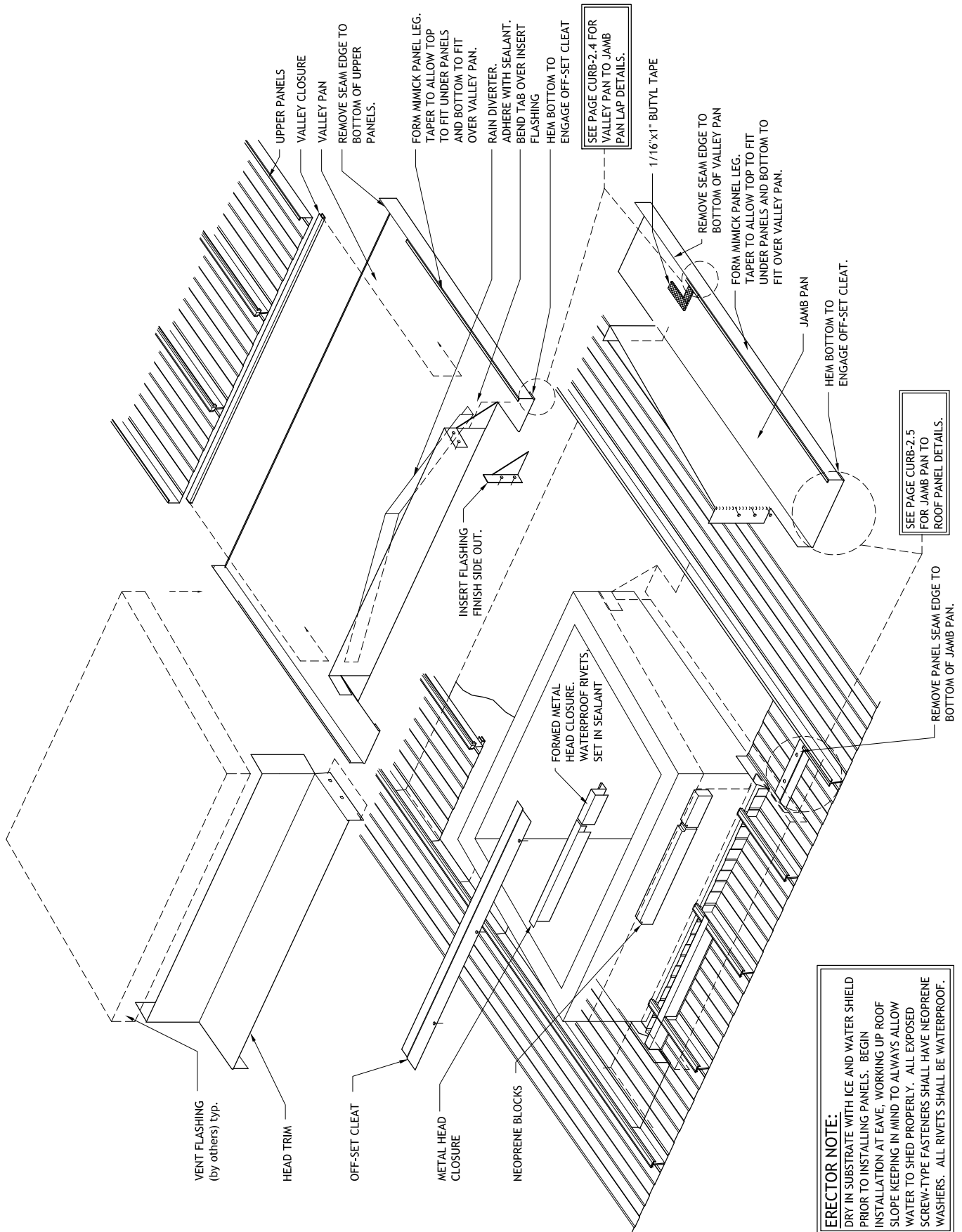


NOTE: GUTTER EXPANSION JOINT REQUIRED @ 50'-0\" o.c. MAX. PER SMACNA GUIDELINES



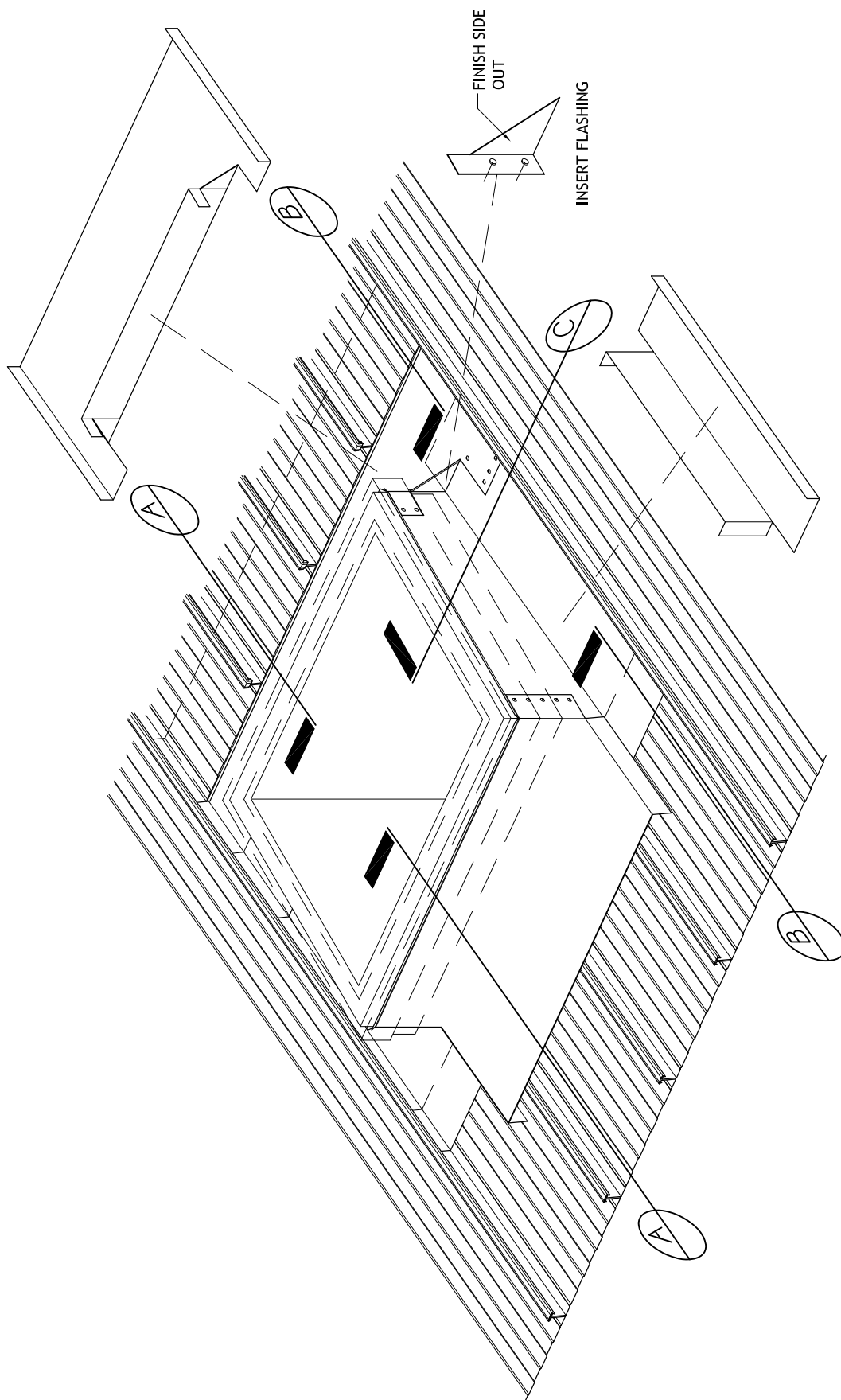
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Standard Gutter Trim End Lap Detail Option #2 with Aluminized Gutter Tape (RA) ROOF APPLICATIONS



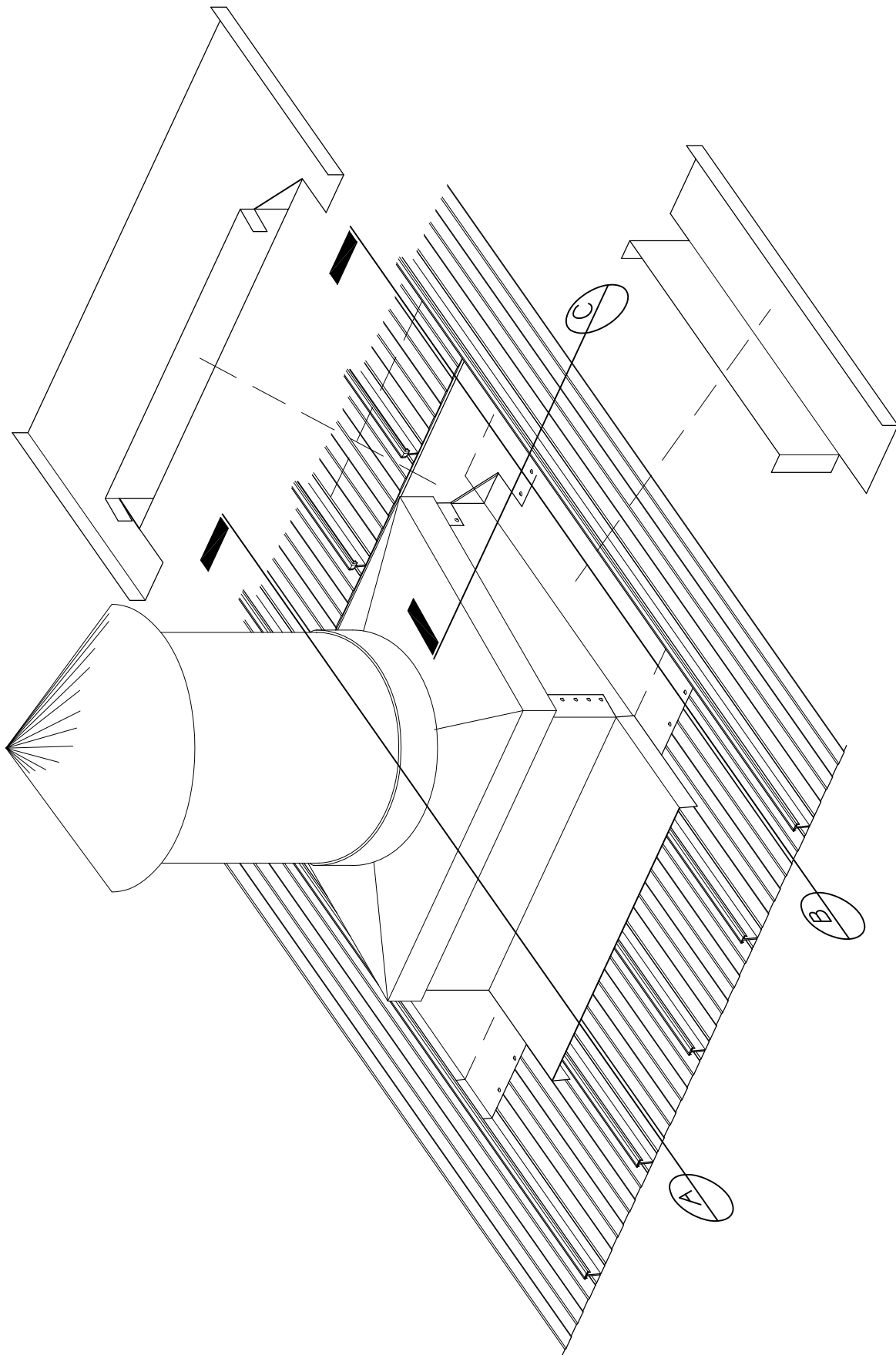
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Curb Assembly - Exploded View Refer to Supporting Details 1-5 (RA) ROOF APPLICATIONS



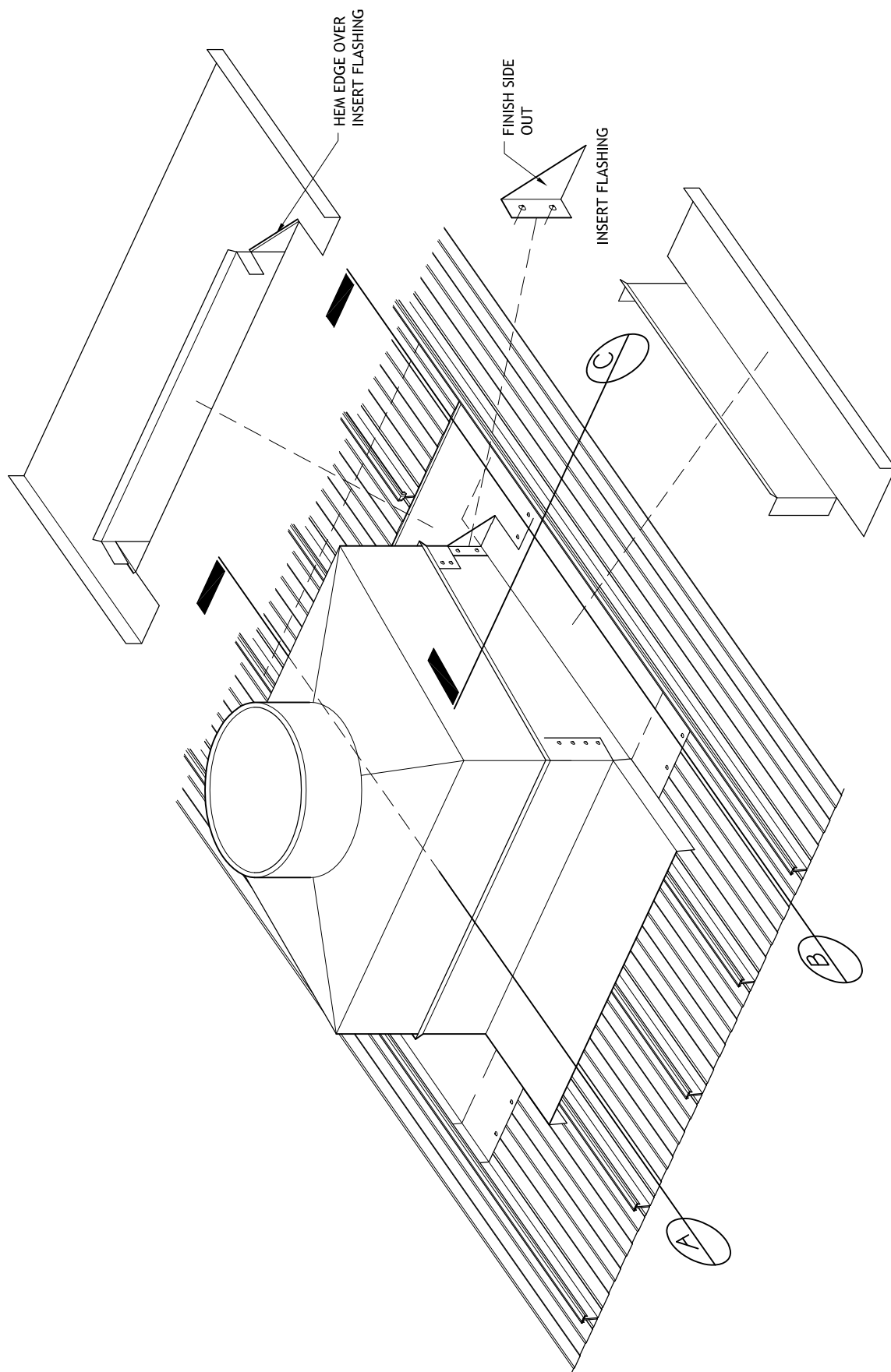
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Curb - Typical
Refer to Supporting Details 1-5
(RA) ROOF APPLICATIONS



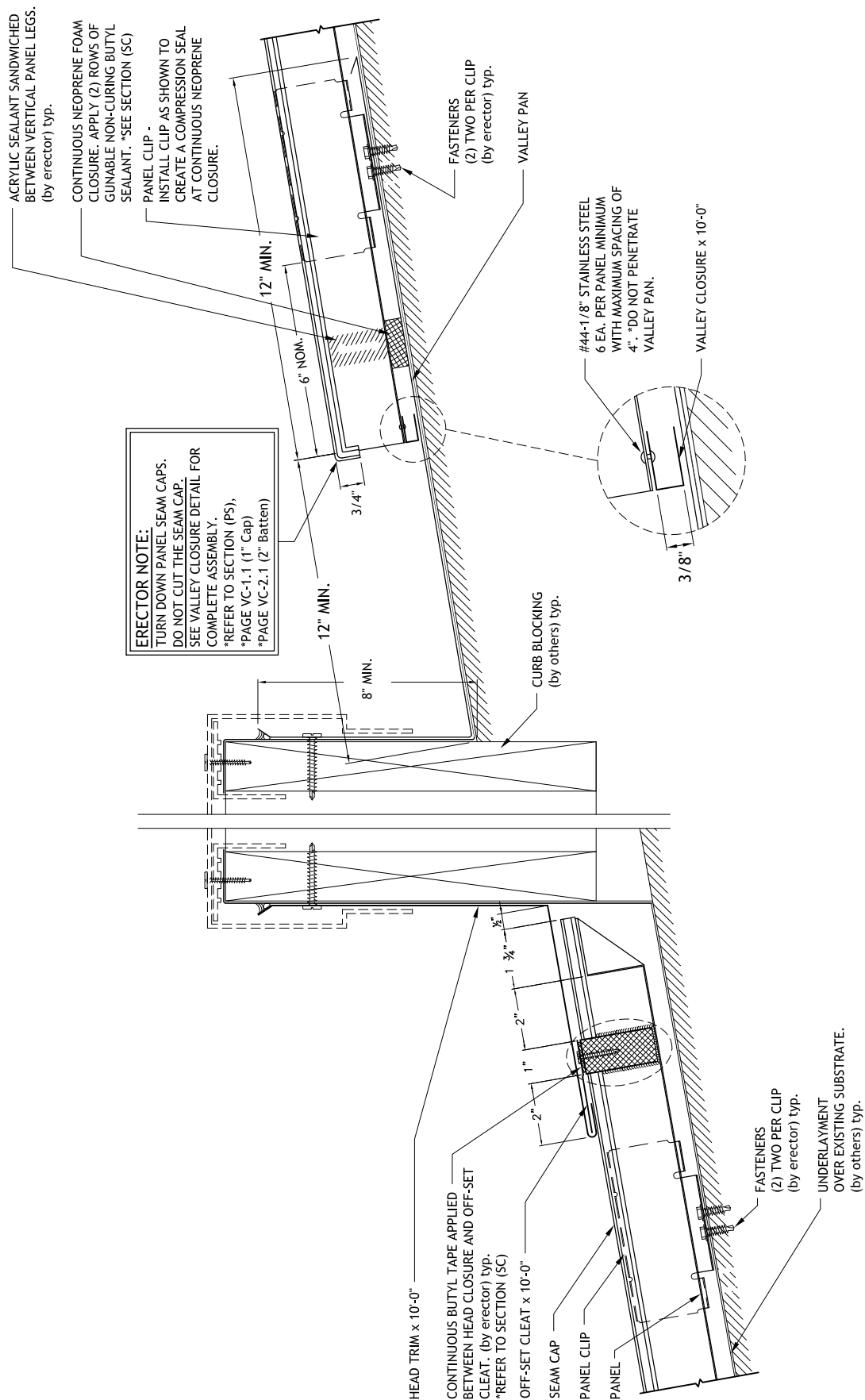
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Curb - Hot Flue
Refer to Supporting Details 1-5
(RA) ROOF APPLICATIONS



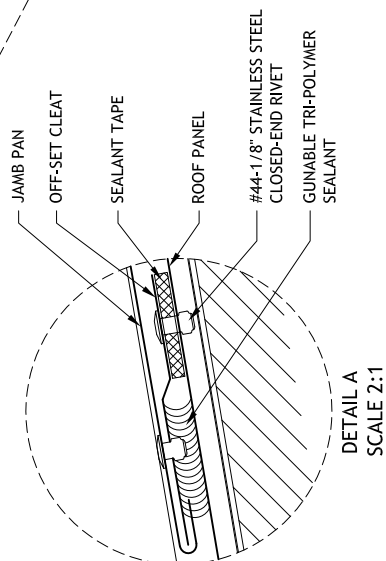
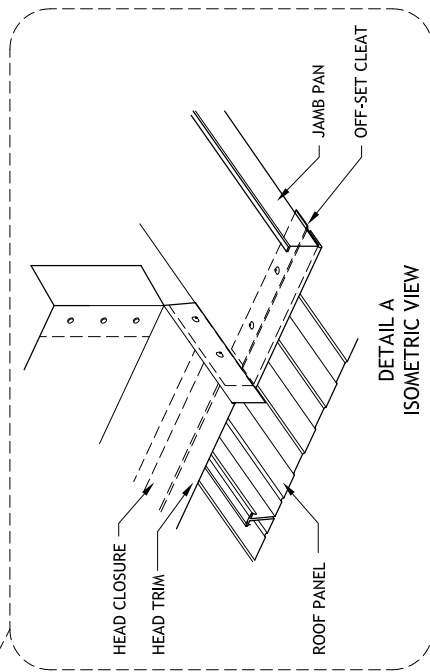
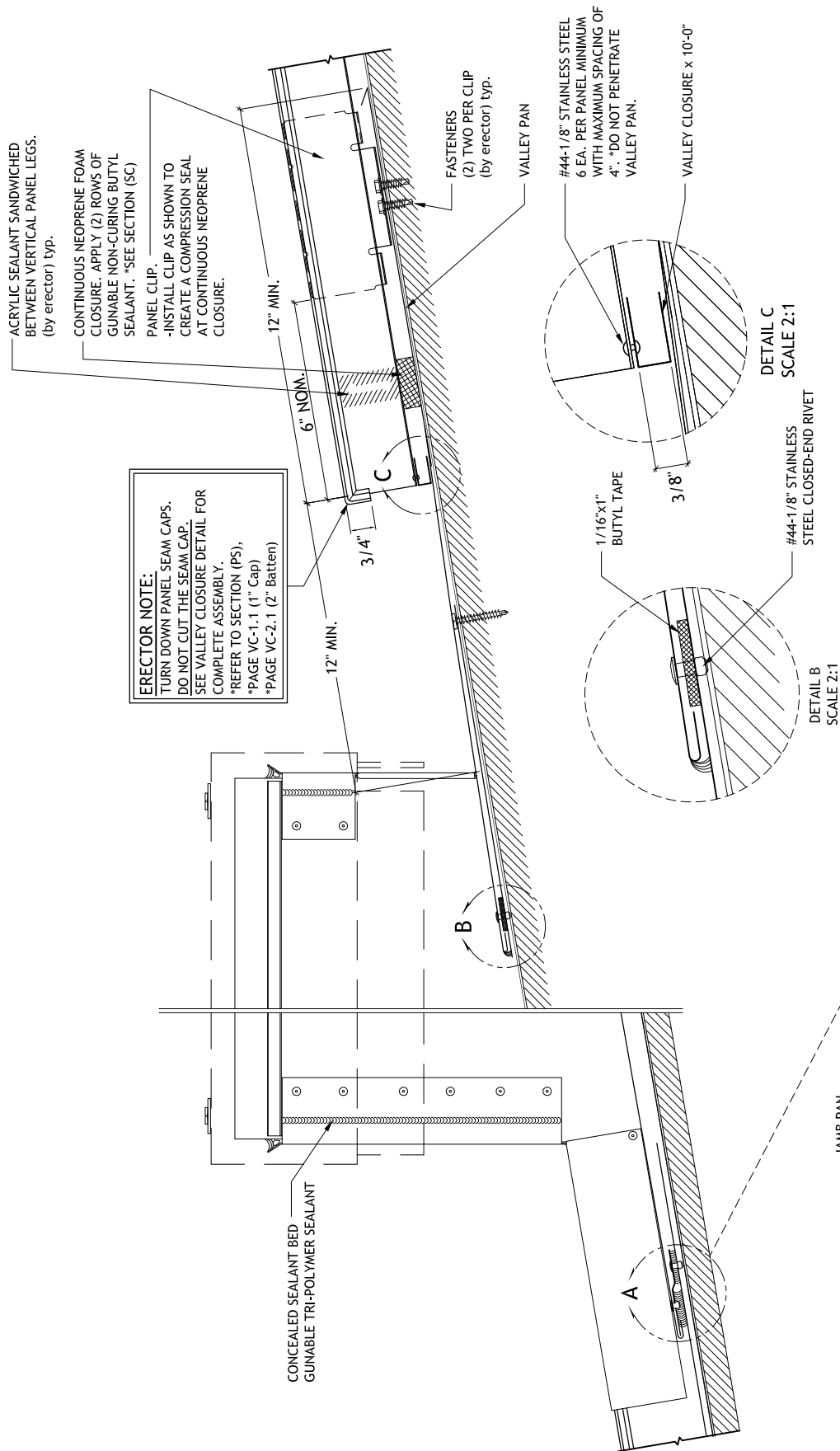
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Curb - Chimney
Refer to Supporting Details 1-5
(RA) ROOF APPLICATIONS



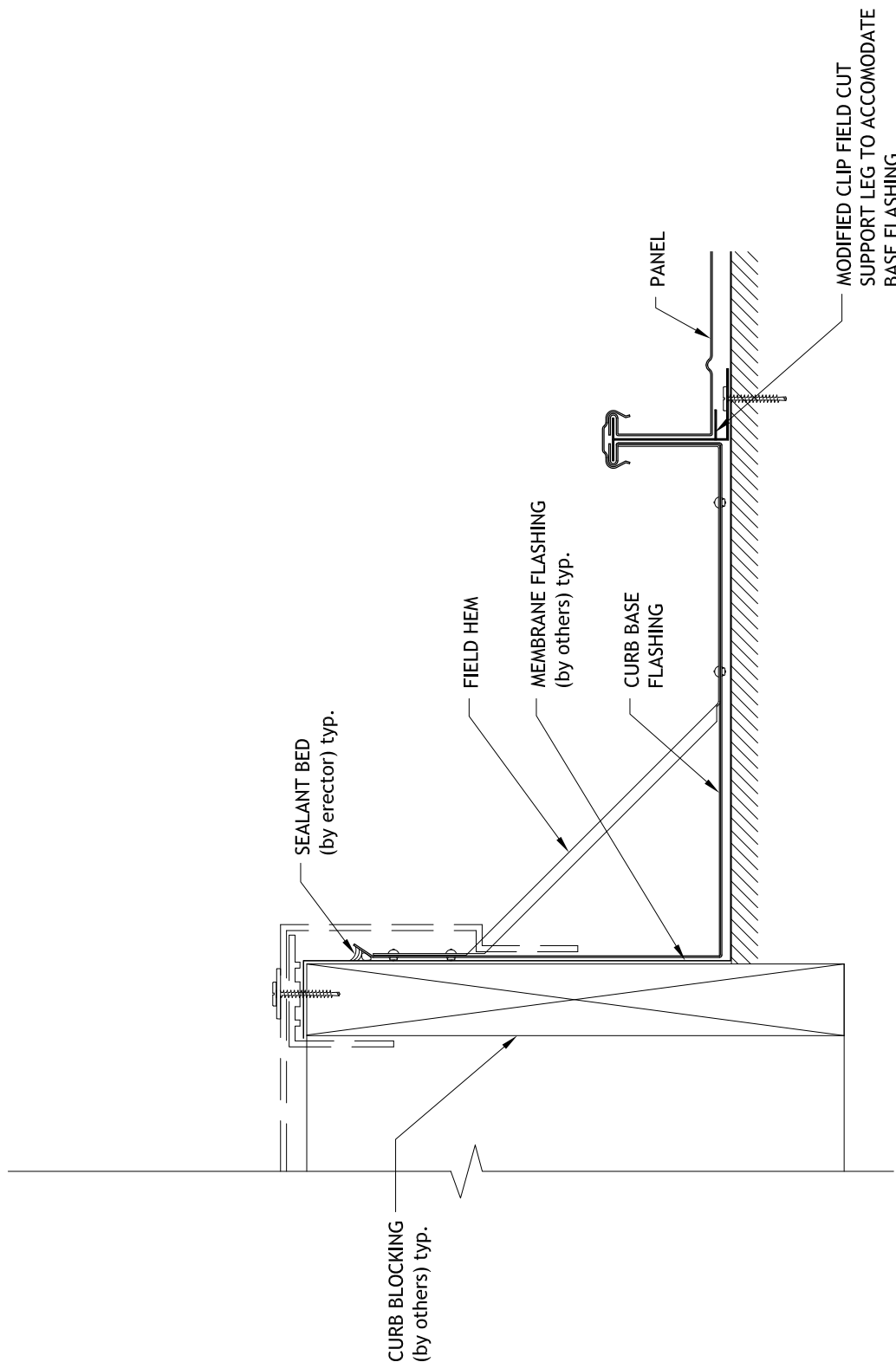
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Curb Section A-A (Detail 1 of 5) (RA) ROOF APPLICATIONS



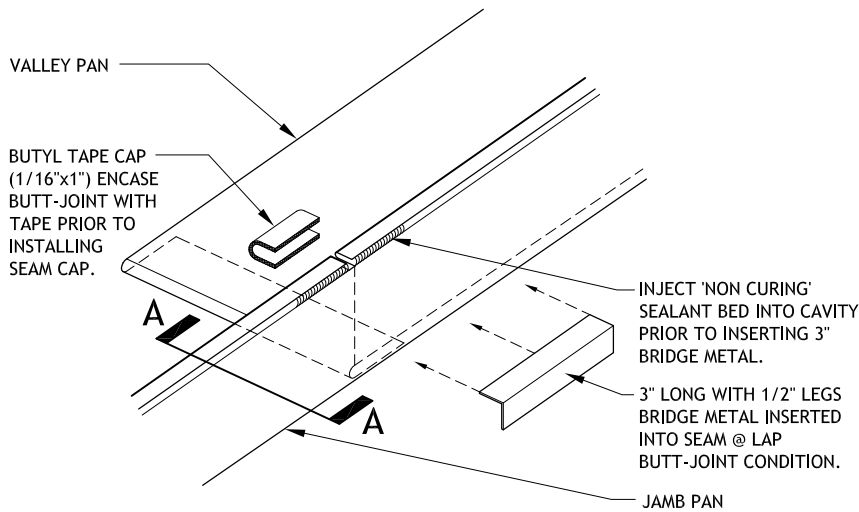
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Curb Section B-B (Detail 2 of 5) (RA) ROOF APPLICATIONS

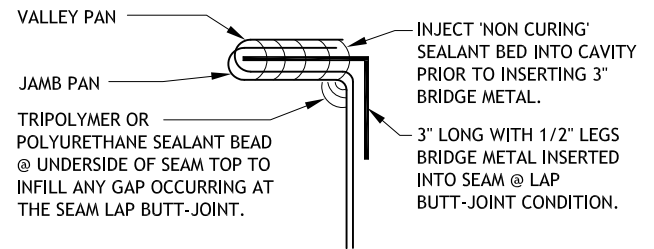


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Curb Section C-C (Detail 3 of 5) (RA) ROOF APPLICATIONS

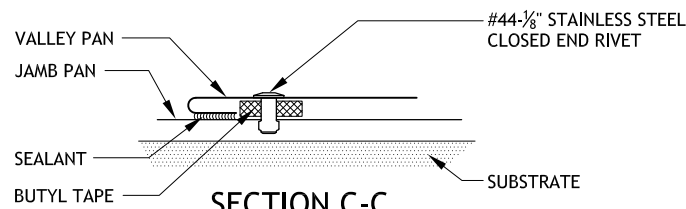
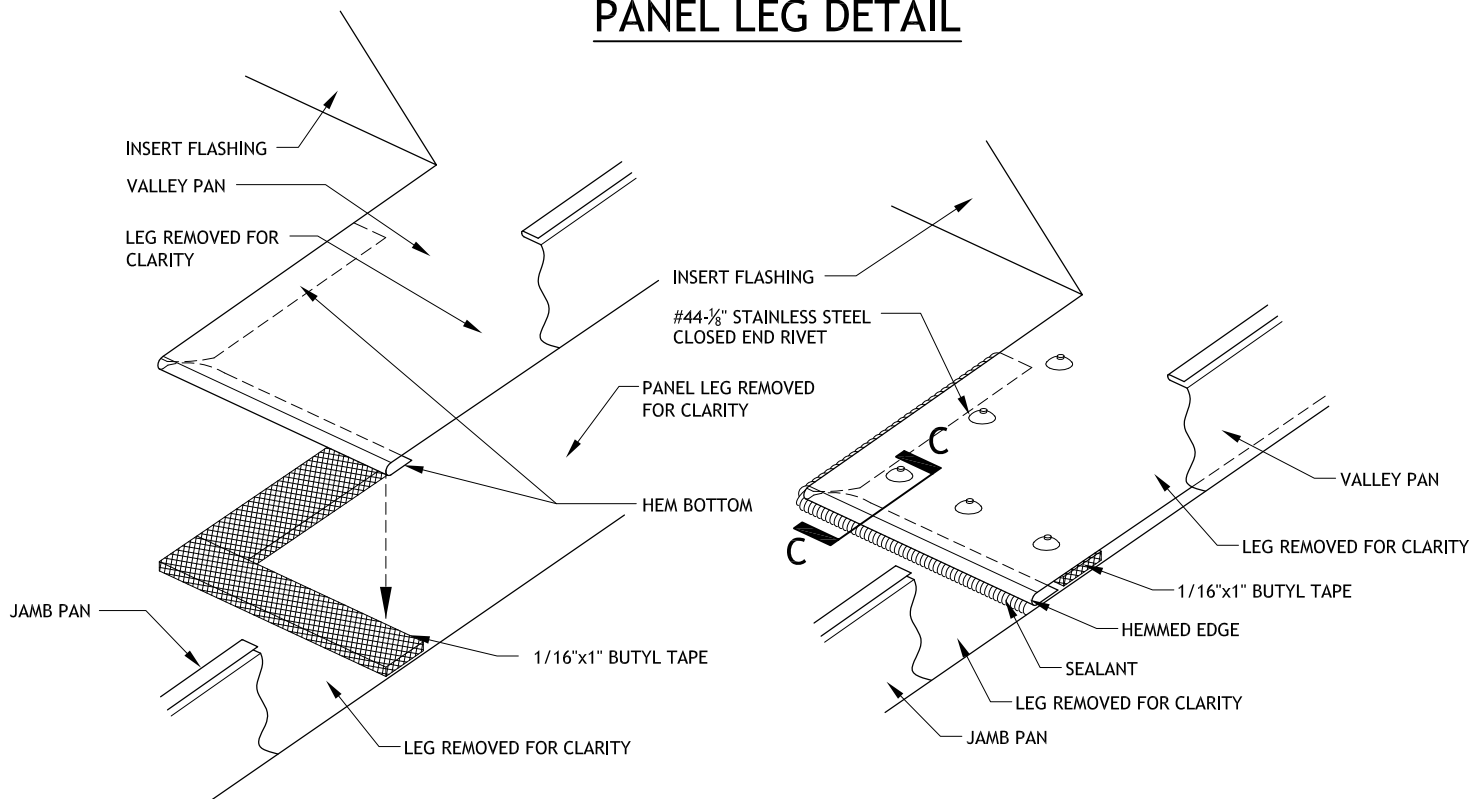


SECTION A-A
(STEP 1 OF 2)



SECTION A-A
(STEP 2 OF 2)

PANEL LEG DETAIL

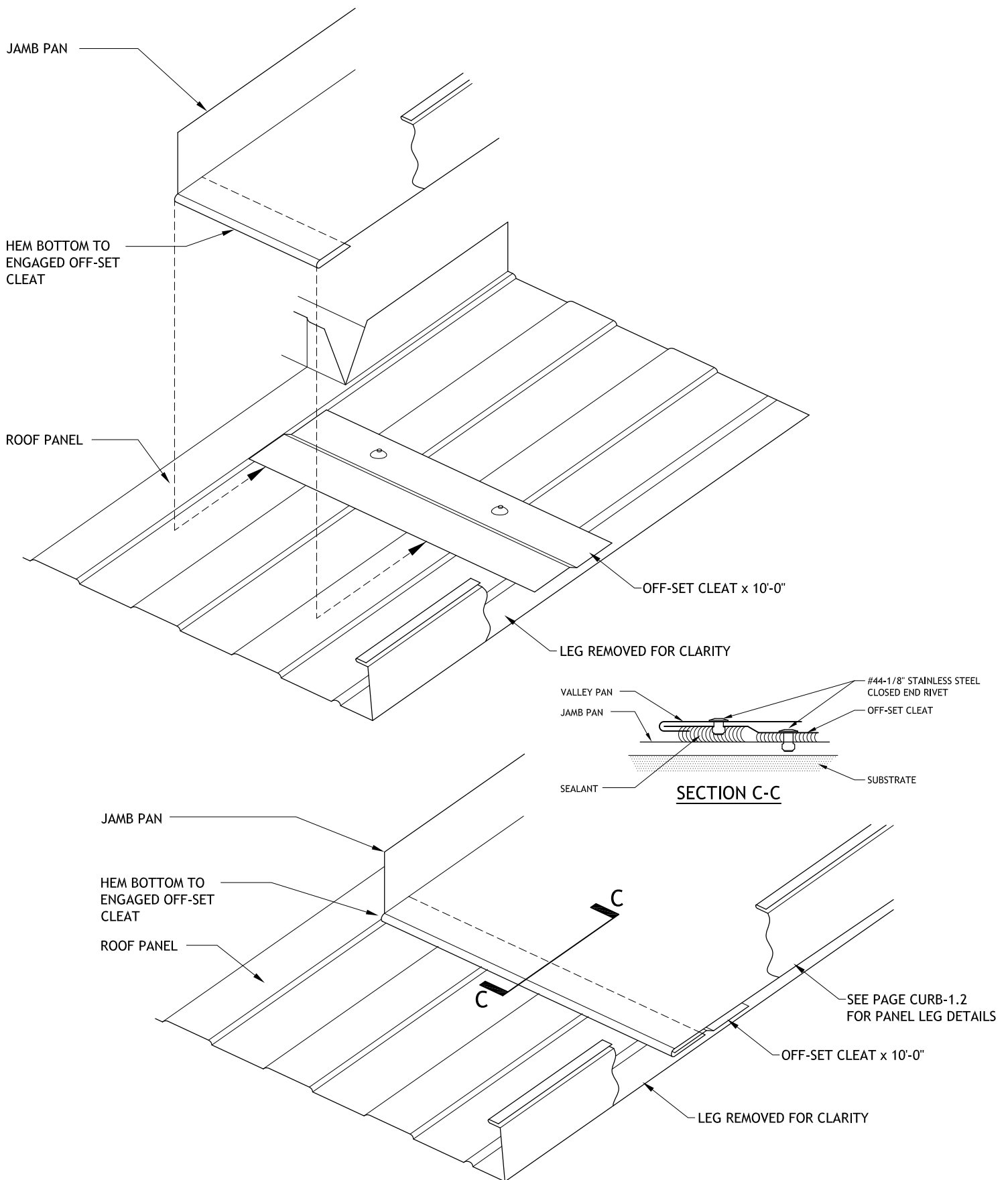


SECTION C-C



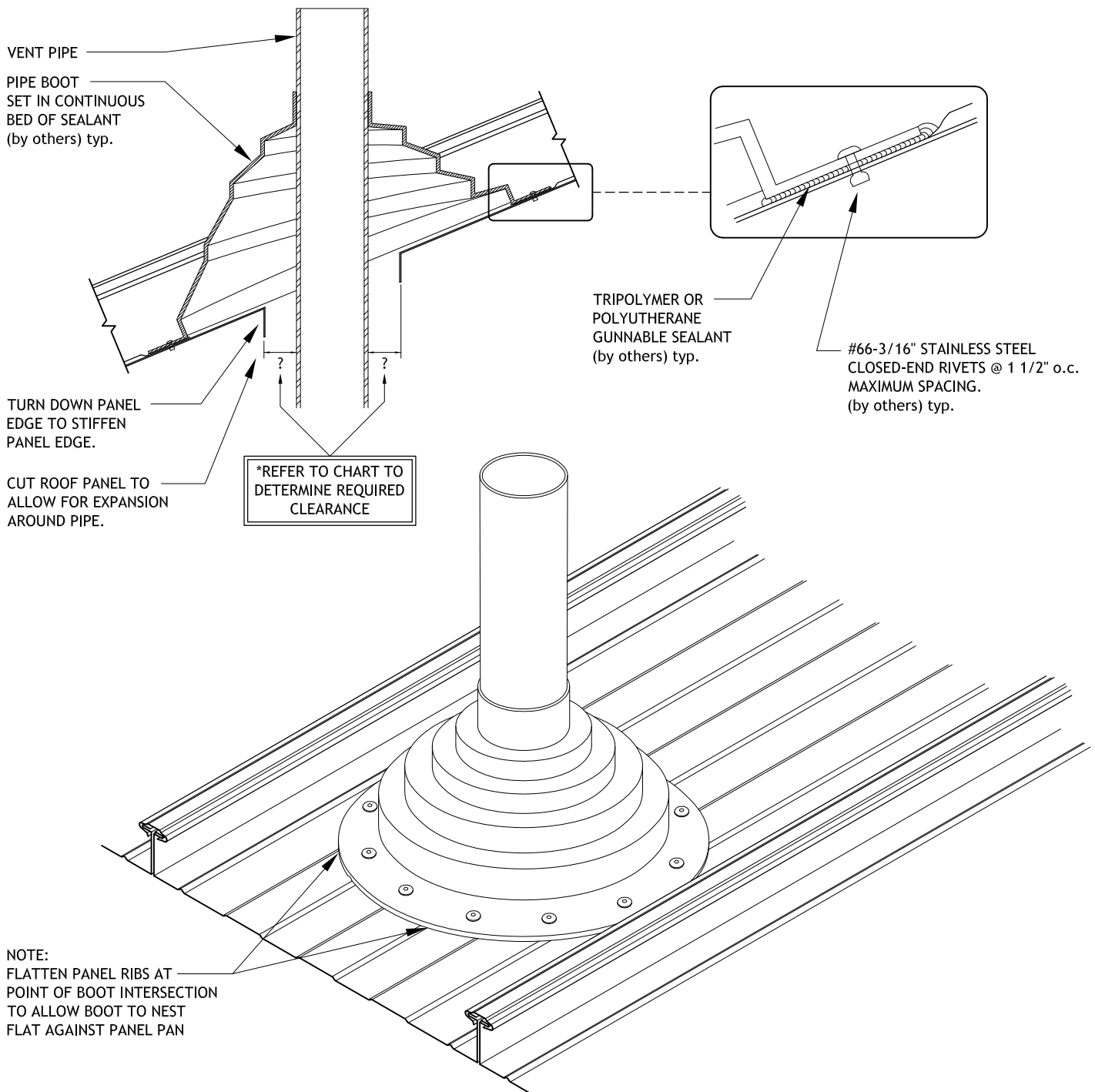
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Valley Pan to Jamb Pan Lap Detail
(Detail 4 of 5)
(RA) ROOF APPLICATIONS



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Jamb Pan to Panel Detail (Detail 5 of 5) (RA) ROOF APPLICATIONS



THERMAL MOVEMENT CLEARANCE CHART:

THERMAL MOVEMENT CLEARANCES ARE A FUNCTION OF MATERIAL TYPE AND LENGTH OF PANEL. USE THIS CHART TO DETERMINE THE REQUIRED CLEARANCE FOR THIS CONDITION.

TOTAL MOVEMENT (INCHES) FOR STEEL PANELS:					
DISTANCE FROM FIXED POINT IN FEET					
10	20	30	40	50	
EXPANSION/CONTRACTION CLEARANCE					
.145	.289	.434	.579	.724	

TOTAL MOVEMENT (INCHES) FOR ALUMINUM PANELS:					
DISTANCE FROM FIXED POINT IN FEET					
10	20	30	40	50	
EXPANSION/CONTRACTION CLEARANCE					
.279	.557	.836	1.115	1.393	



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Pipe Boot Detail Boot Through Panel Pan (RA) ROOF APPLICATIONS

PANEL CUT OUT TO ALLOW FOR EXPANSION AROUND PIPE AND TO RECEIVE Z-PURLIN FRAME.

Z-PURLIN FRAME

COMPLETELY SEAL BOTH SIDES WITH TRIPOLYMER SEALANT AT PANEL SEAM CAP AND Z-PURLIN FRAME INTERSECTION.

A A

BEND TABS OVER, SET IN SEALANT, RIVET. *SEE PLAN VIEW BELOW.

APPLY CONTINUOUS TRI-POLYMER SEALANT AROUND OUTER PERIMETER OF Z-PURLIN FRAME.

FLATTEN PANEL RIBS AROUND CUT OPENING TO ALLOW Z-PURLIN FRAME TO SEAL TIGHT AGAINST PANEL PAN.

#44-1/8" S.S. WATERTIGHT RIVET @ 2" o.c. MAX.

APPLY CONTINUOUS TRIPOLYMER SEALANT AROUND OUTER PERIMETER OF Z-PURLIN FRAME

SECTION A-A

TOP FLANGE OF Z-FRAME NOT SHOWN FOR CLARITY

BOTTOM OF Z-FRAME

#44-1/8" S.S. WATERTIGHT RIVET @ 2" o.c. MAX.

BEND TABS OVER, SET IN SEALANT, RIVET

MITER JOINT

NOTE: PANEL MESAS NOT SHOWN FOR CLARITY

SEAM CAP SEALED AT INTERSECTION (BOTH SIDES)

6" MIN. CLEARANCE

5"-6" MAX.

PANEL CUT OUT TO ALLOW FOR EXPANSION AROUND PIPE AND TO RECEIVE Z-PURLIN FRAME

SEAM CAP SEALED AT INTERSECTION (BOTH SIDES)

PLAN VIEW



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Pipe Boot Through Panel Seam (Detail 1 of 2) (RA) ROOF APPLICATIONS

VENT PIPE

#44-1/8" S.S.
WATERTIGHT RIVET
@ 4" o.c. MAX.

FILL TRIM CAP
WITH SEALANT PRIOR
TO INSTALLING

Z-FRAME

#44-1/8" S.S.
WATERTIGHT RIVET
@ 2" o.c. MAX.

APPLY CONTINUOUS TRIPOLYMER
SEALANT AROUND OUTER
PERIMETER OF Z-PURLIN FRAME

BEND Z-FRAME TABS OVER,
SET IN SEALANT, RIVET.
*SEE PLAN VIEW BELOW

APPLY CONTINUOUS TRIPOLYMER
SEALANT AROUND OUTER
PERIMETER OF Z-PURLIN FRAME

FLATTEN PANEL RIBS AROUND
CUT OPENING TO ALLOW Z-PURLIN
FRAME TO SEAL TIGHT AGAINST
PANEL PAN

WATERTIGHT RIVET
TRIPOLYMER
SEALANT

SECTION B-B

LOWER CAP

4" LAP
MIN.

7/8" X 1/8"
BUTYL TAPE
UPPER CAP

SECTION A-A

FILL VOID WITH TRIPOLYMER
SEALANT BETWEEN Z-FRAME
AND TOP OF SEAM CAP

TURN DOWN TABS FOR ADDED
STIFFENING OF TRIM CAPS

UNDERLAYMENT

SECTION

NOTE:
PANEL MESAS NOT
SHOWN FOR CLARITY

VERTICAL
LEG OF Z-FRAME
BELOW

4" LAP

CLOSE PROXIMITY TO
VERTICAL Z-FRAME
UNDERNEATH FOR MAX.
SUPPORT

6" MIN.
CLEARANCE

CAP LAP
RIVETED
AND SEALED

PIPE BOOT
FASTENERS AS RECOMMENDED
BY MANUFACTURER

KEY:

--- LOWER CAP

--- UPPER CAP

PLAN VIEW



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Pipe Boot Through Panel Seam (Detail 2 of 2) (RA) ROOF APPLICATIONS

PANEL CUT OUT TO ALLOW FOR
EXPANSION AROUND PIPE AND
TO RECEIVE ZEE FRAME

ZEE FRAME
16GA GALV. STEEL

COMPLETELY SEAL BOTH SIDES WITH
TRIPOLYMER SEALANT AT PANEL SEAM
CAP AND Z-PURLIN FRAME INTERSECTION.

ZEE FRAME
16GA GALV. STEEL

#66-3/16" S.S.
CLOSED END RIVETS
@ 2" o.c. MAX.

1/16"x1" BUTYL TAPE
APPLIED CONTINUOUS
ALONG ZEE FRAME

APPLY CONTINUOUS TRIPOLYMER
SEALANT AROUND OUTER
PERIMETER OF ZEE FRAME

BEND TABS OVER,
SET IN SEALANT, RIVET.
*SEE PLAN VIEW BELOW

APPLY CONTINUOUS TRIPOLYMER
SEALANT AROUND OUTER PERIMETER
OF ZEE FRAME

FLATTEN PANEL RIBS AROUND
CUT OPENING TO ALLOW ZEE FRAME TO
SEAL TIGHT AGAINST PANEL PAN

SECTION A-A

TOP FLANGE OF ZEE FRAME
NOT SHOWN FOR CLARITY.

BOTTOM OF
ZEE FRAME

#66-3/16"
S.S. CLOSED
END RIVETS
@ 2" O.C.
MAX.

BEND TABS OVER,
SET IN SEALANT, RIVET.

MITER JOINT

NOTE:
PANEL MESAS NOT
SHOWN FOR CLARITY

SEAM CAP SEALED
AT INTERSECTION
(BOTH SIDES)

6" MIN.
CLEARANCE

PANEL CUT OUT TO
ALLOW FOR EXPANSION
AROUND PIPE

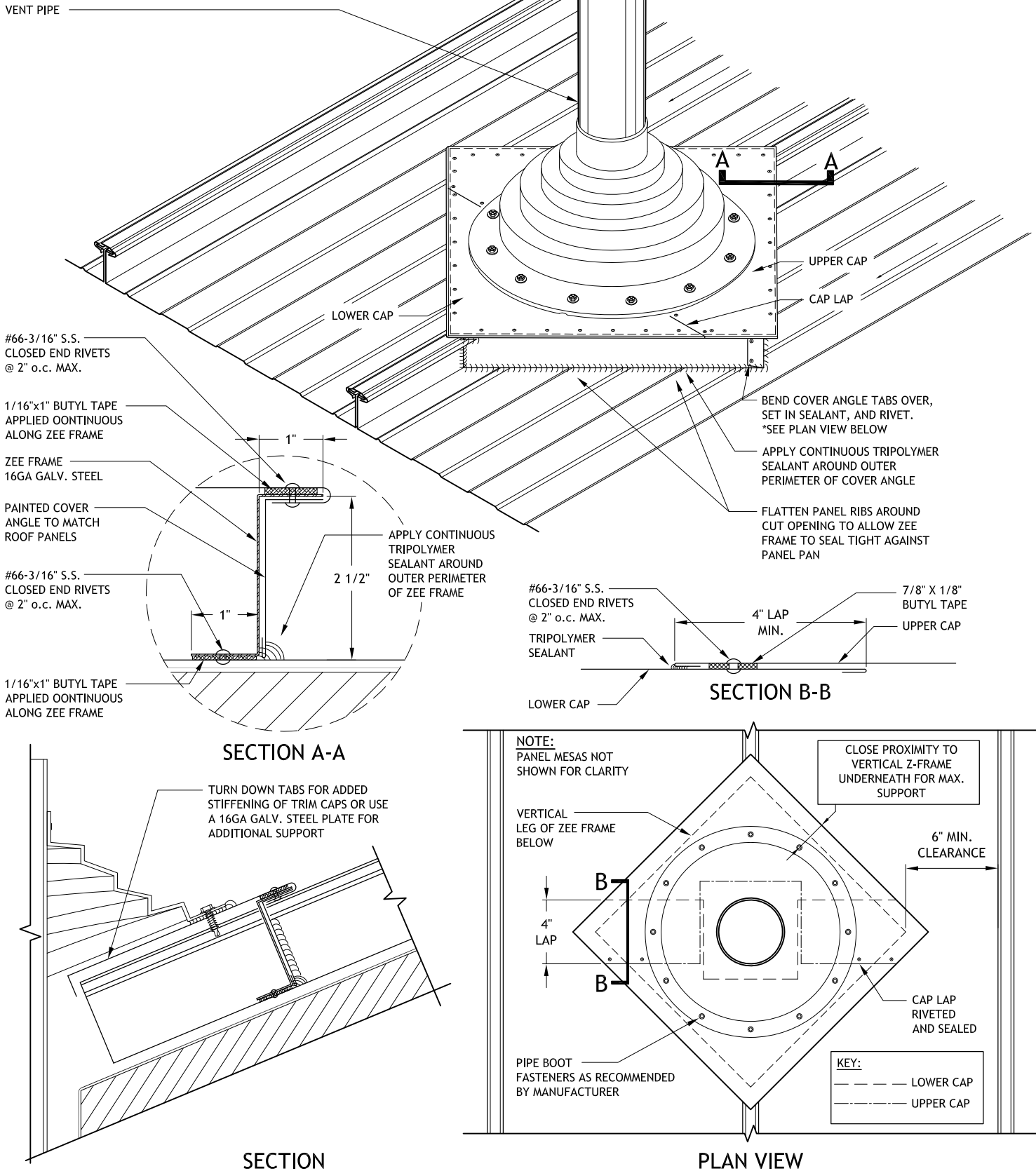
SEAM CAP SEALED
AT INTERSECTION
(BOTH SIDES)

PLAN VIEW



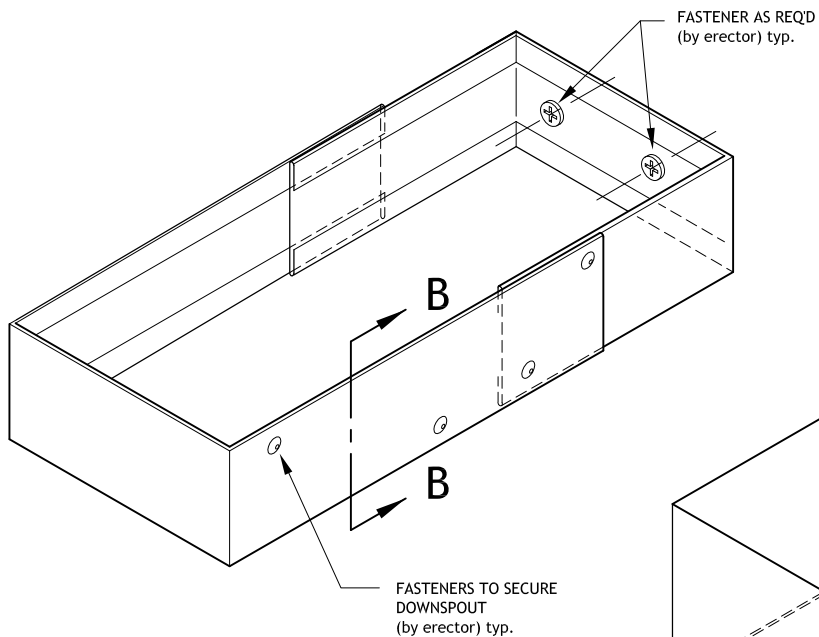
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Heavy Duty Boot Through Panel Seam (Detail 1 of 2) (RA) ROOF APPLICATIONS

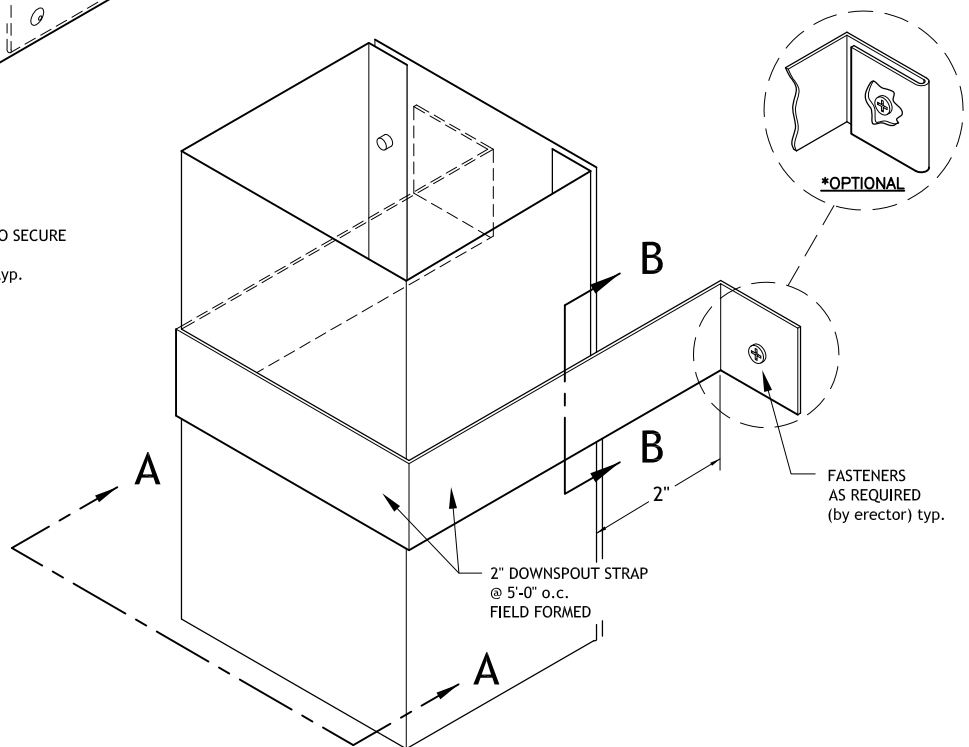


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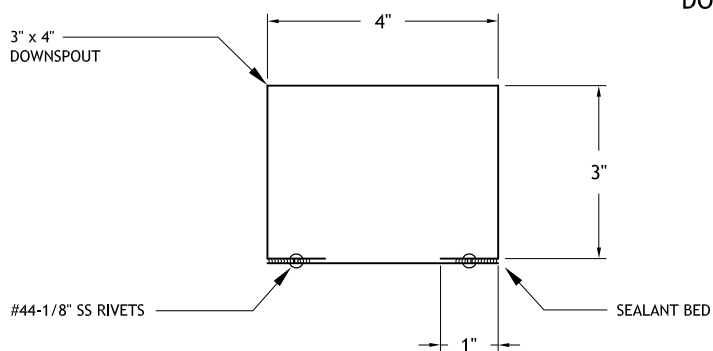
Heavy Duty Boot Through Panel Seam (Detail 2 of 2) (RA) ROOF APPLICATIONS



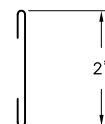
2-PIECE DOWNSPOUT STRAP
(OPTIONAL)



DOWNSPOUT STRAP ASSEMBLY



DOWNSPOUT SECTION A-A

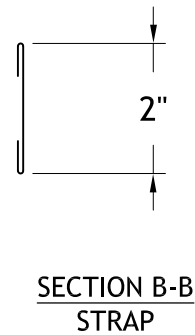
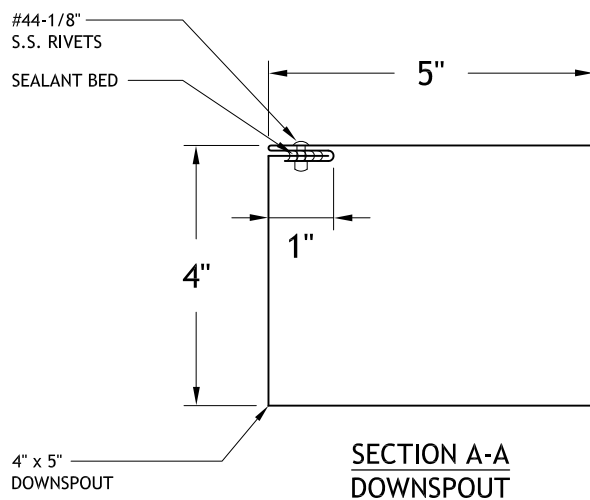
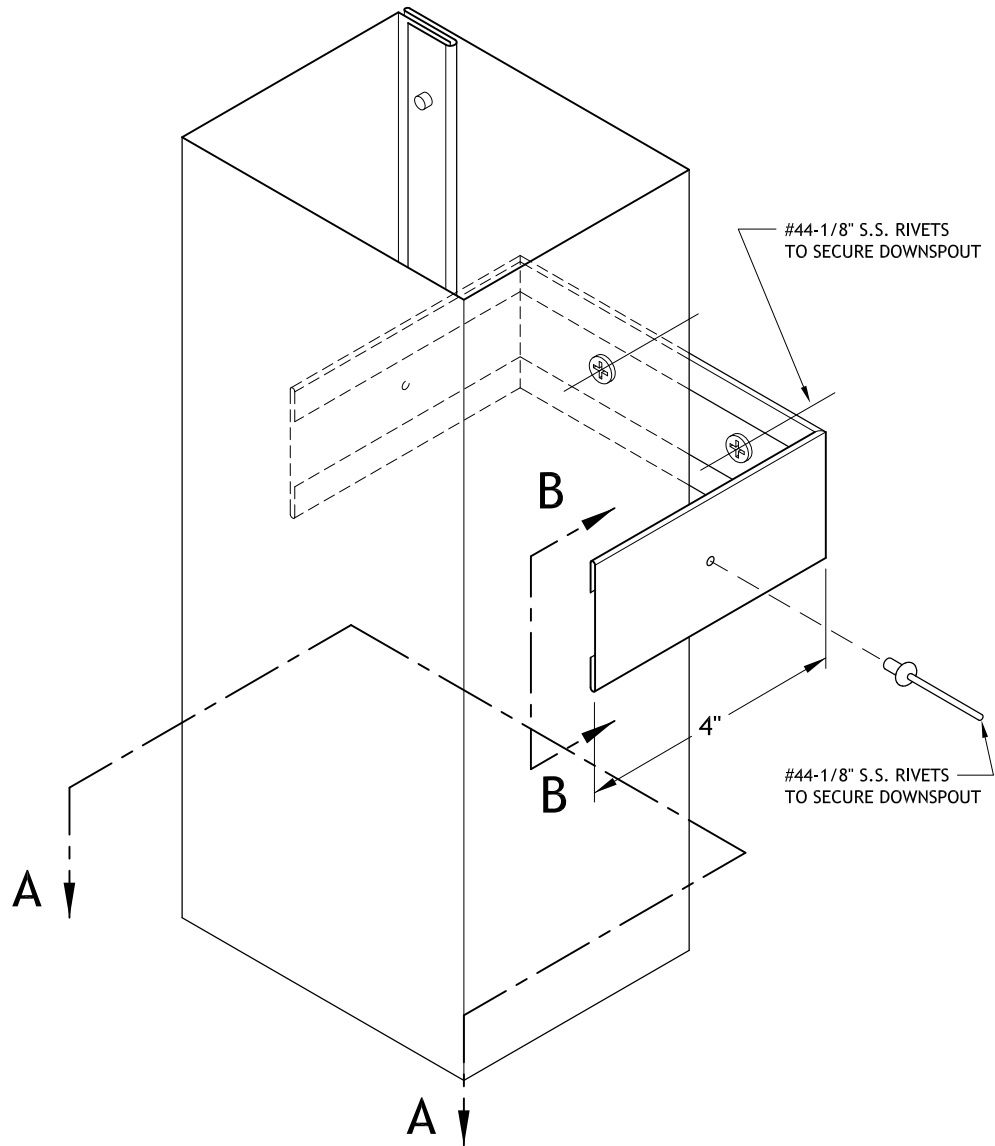


STRAP SECTION B-B



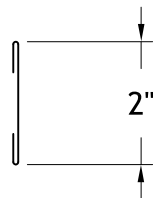
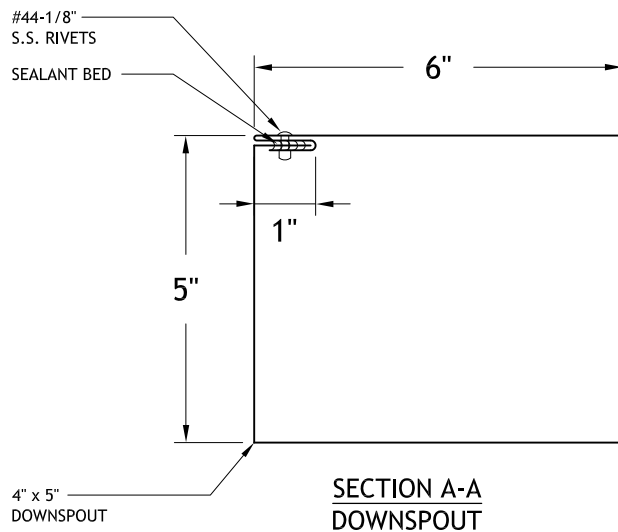
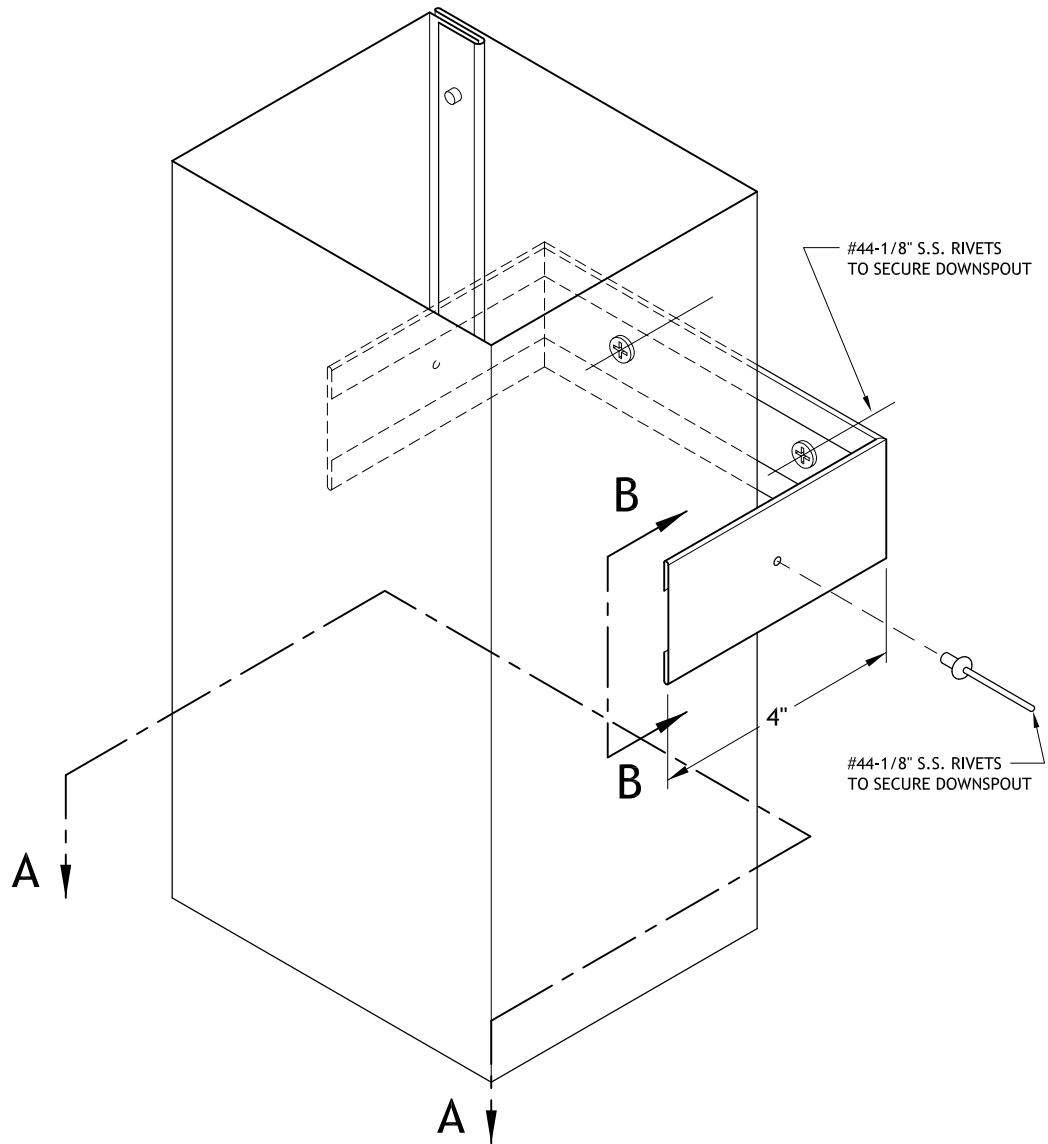
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Downspout Assembly Standard 3" x 4" Size (RA) ROOF APPLICATIONS



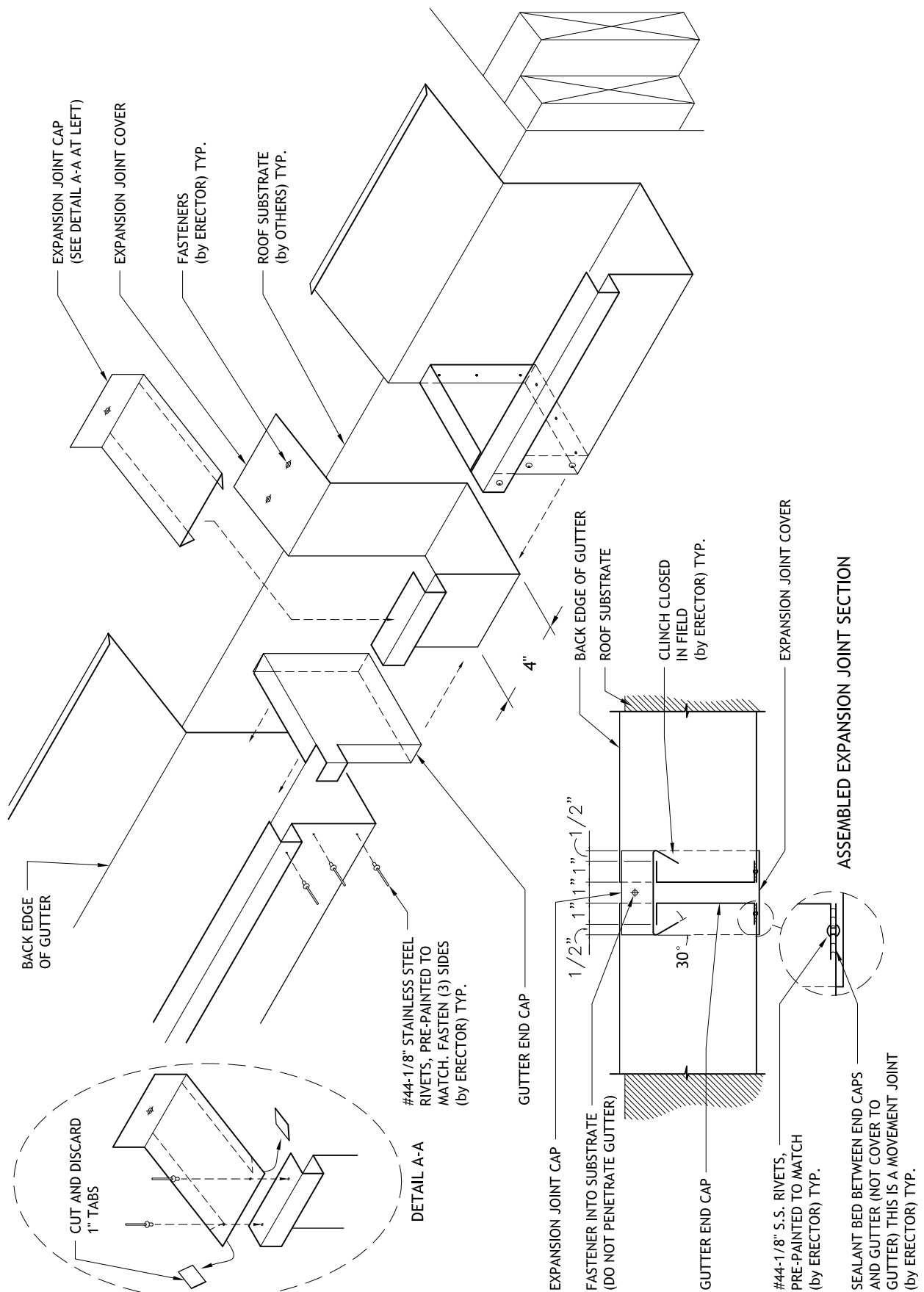
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Downspout Assembly Standard 4" x 5" (RA) ROOF APPLICATIONS



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Downspout Assembly Standard 5" x 6" (RA) ROOF APPLICATIONS



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Standard Gutter Expansion Joint Detail (RA) ROOF APPLICATIONS



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Section FT

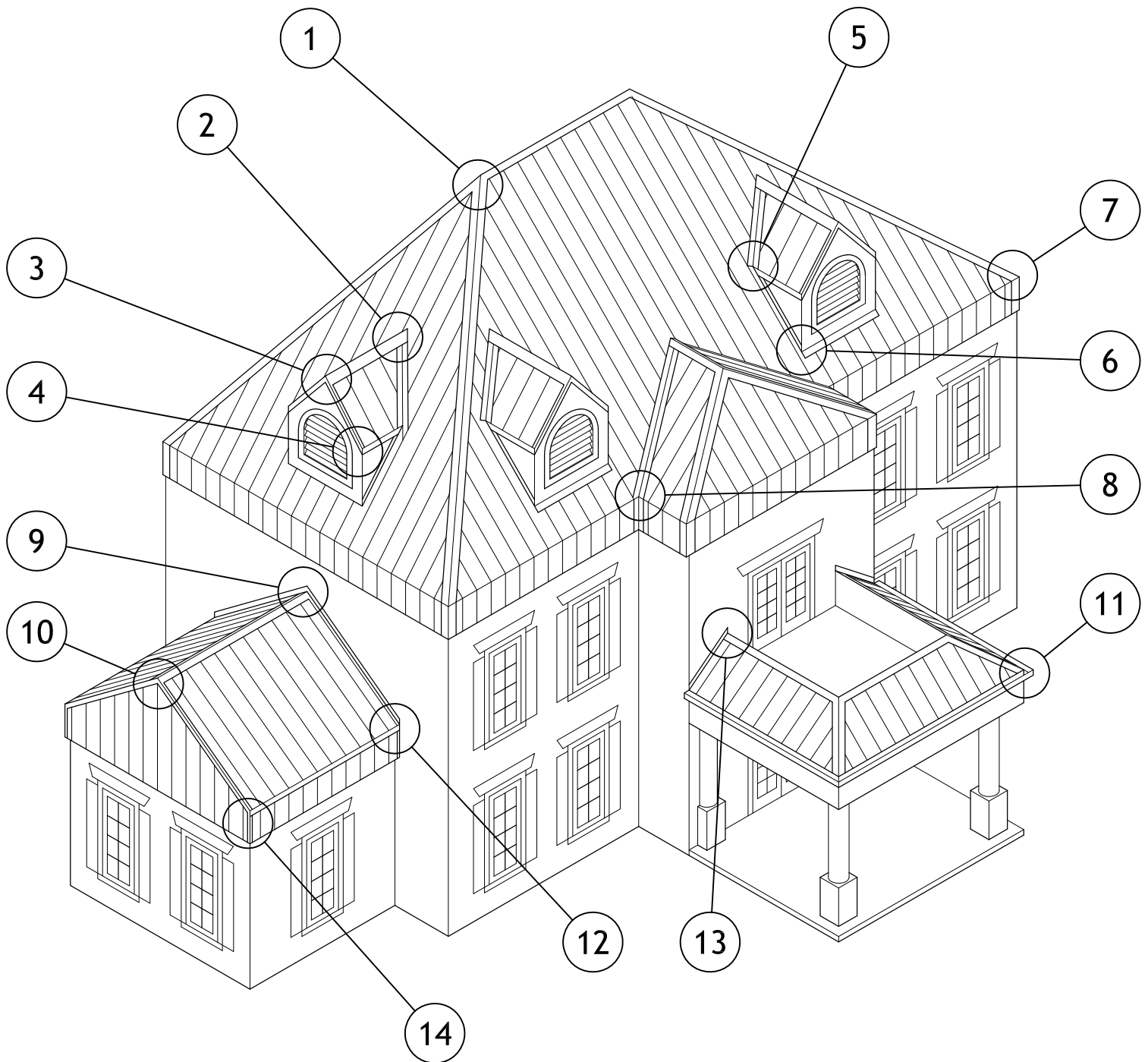
FIELD TRANSITIONS SUPPORT



The following series of details is provided as a supplement to the 11" x 17" shop drawings.
ALWAYS start with your shop drawings! They will govern specific component assemblies.

SECTION CONTENTS

DETAIL:	PAGE NO:
QUICK REFERENCE GUIDE	FT-00
Ridge to Hip (Detail 1 of 2)	FT-01.1
Ridge to Hip (Detail 2 of 2)	FT-01.2
Ridge at Dormer (Detail 1 of 2)	FT-02.1
Ridge at Dormer (Detail 2 of 2)	FT-02.2
Ridge to Rake	FT-03
Rake to Eave	FT-04
Valley to Sloping Jamb	FT-05
Sloping Jamb to Head	FT-06
Hip to Vertical Trim	FT-07
Valley to Vertical Trim	FT-08
Ridge at Jamb (Detail 1 of 2)	FT-09.1
Ridge at Jamb (Detail 2 of 2)	FT-09.2
Vertical Panel at Rake	FT-10
Hip at Gutter	FT-11
Vertical and Sloping Jamb at Eave	FT-12
Peak at Sloping Jamb	FT-13
Rake to Eave with Vertical Panel	FT-14



DETAIL REFERENCE GUIDELINE:

LOCATE THE FIELD TRANSITION FROM THE DRAWING ABOVE THAT MATCHES YOUR SPECIFIC SITUATION. REFER TO THE CALL-OUT NUMBER AND TURN TO THE CORRESPONDING PAGE.

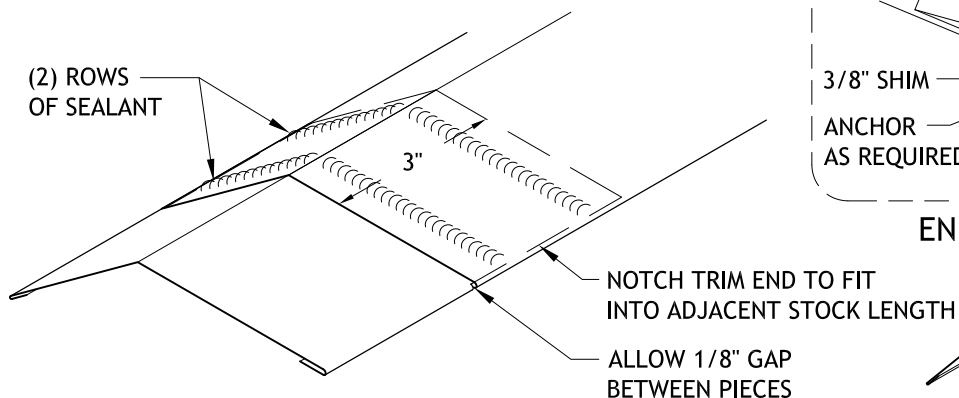
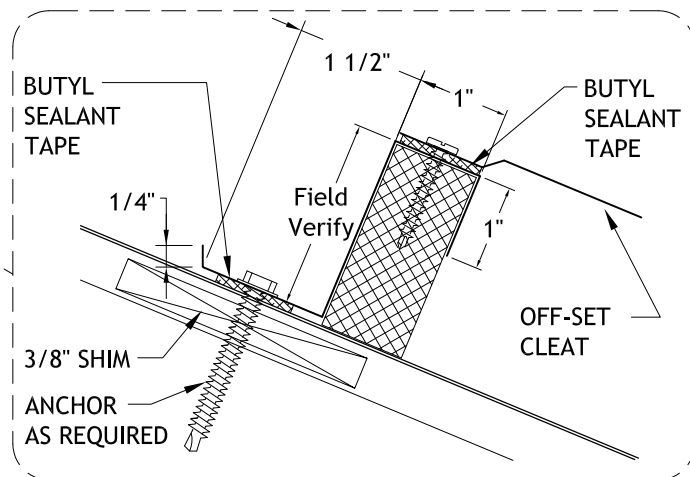
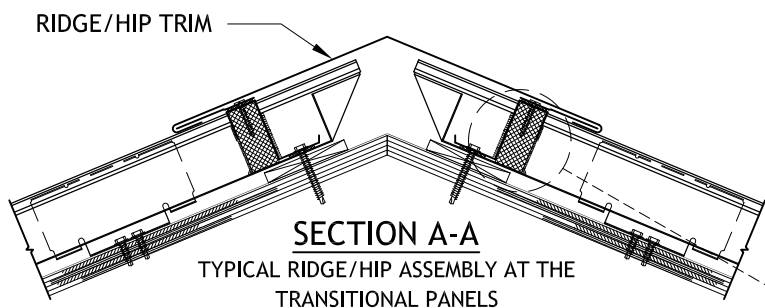
FOR EXAMPLE:

VALLEY TO SLOPING JAMB IS LOCATED ABOVE AS: **5**, TURN TO PAGE **FT-05** IN THIS SECTION.



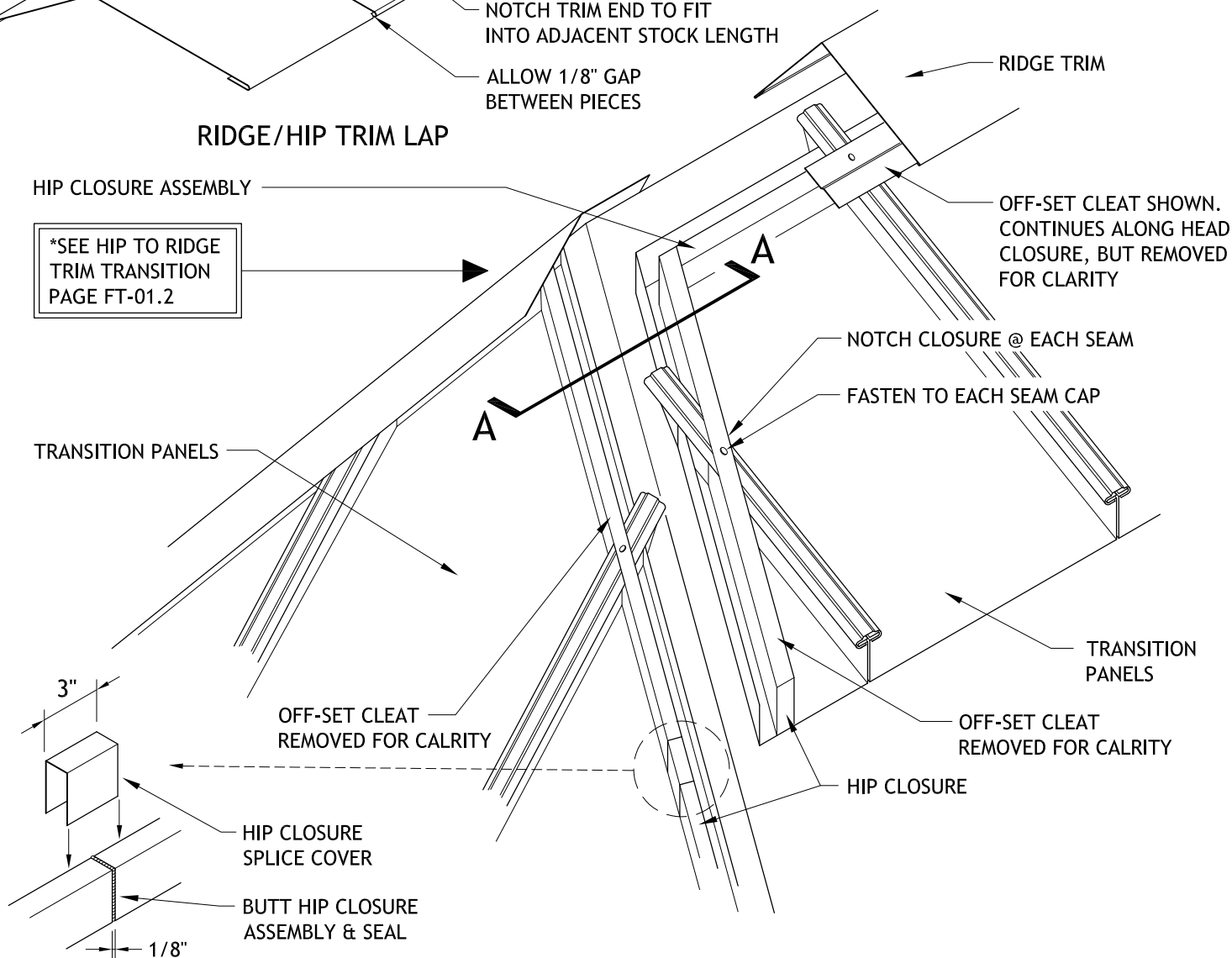
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QUICK REFERENCE GUIDE (FT) FIELD TRANSITIONS



HIP CLOSURE ASSEMBLY

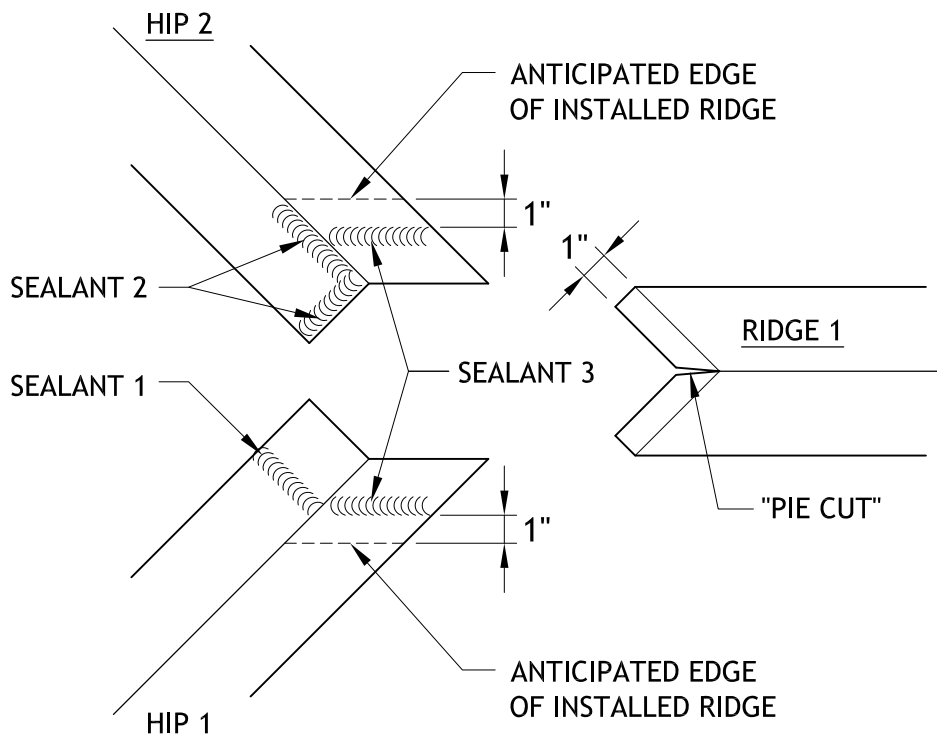
*SEE HIP TO RIDGE
TRIM TRANSITION
PAGE FT-01.2



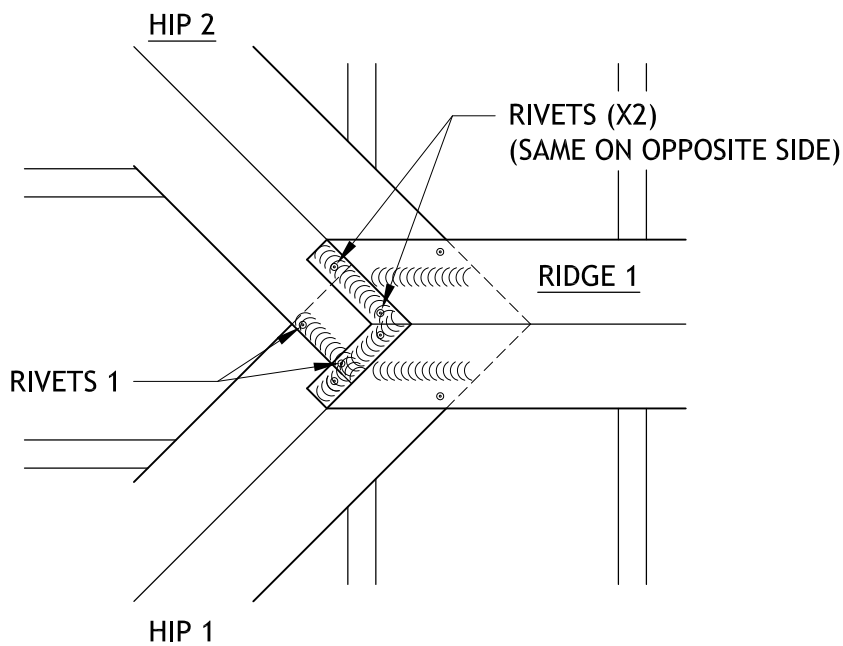
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1

Ridge to Hip Transition
(Detail 1 of 2)
(FT) FIELD TRANSITIONS



EXPLODED VIEW



PLAN VIEW

INSTALLATION STEPS:

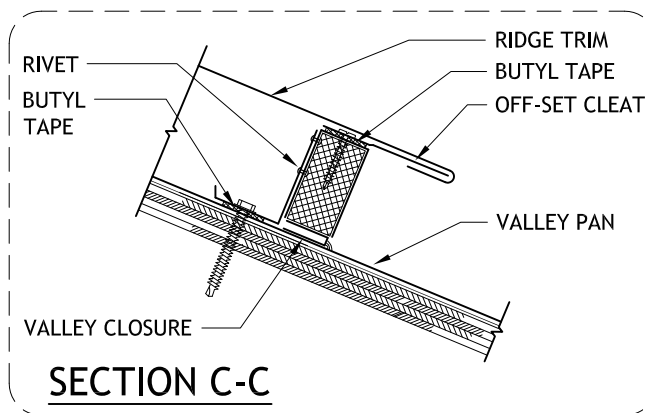
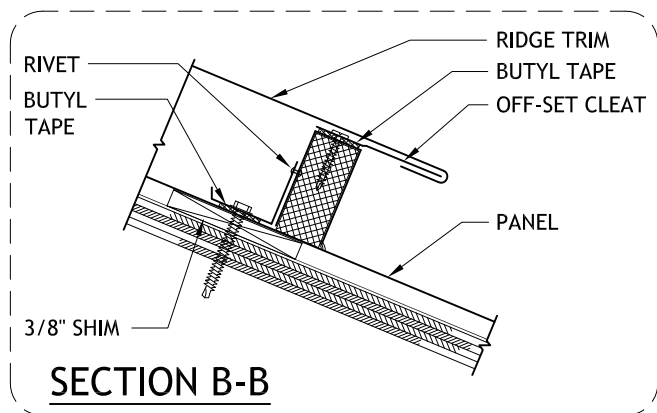
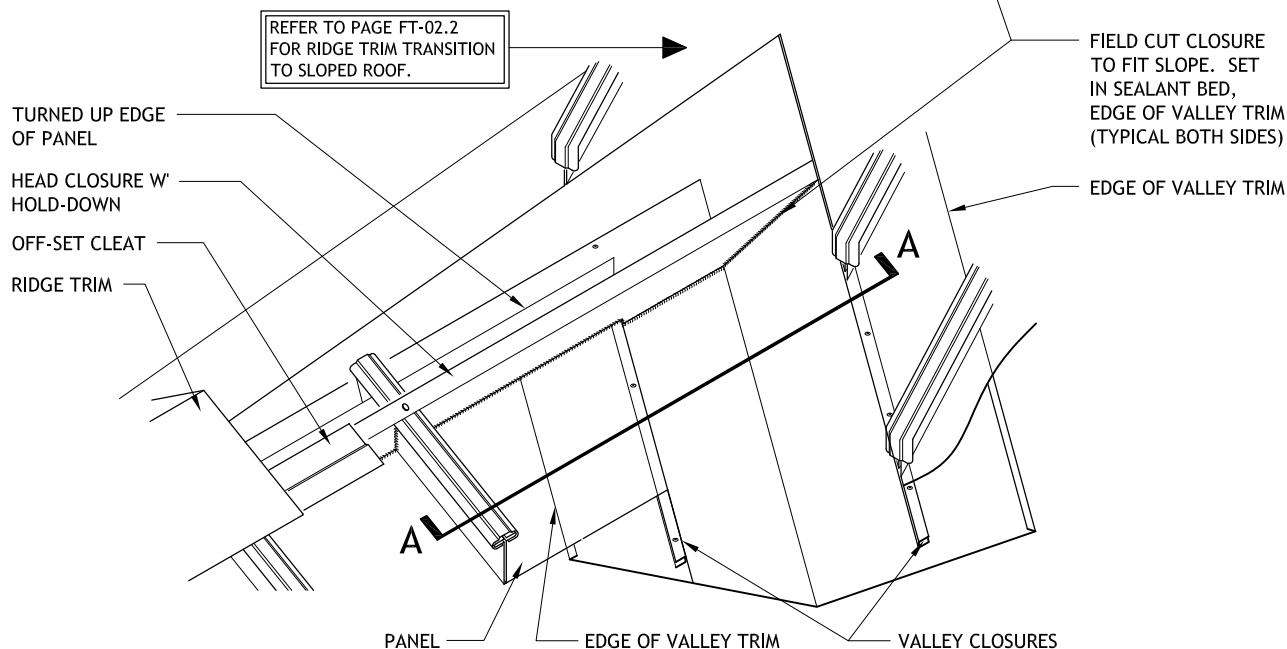
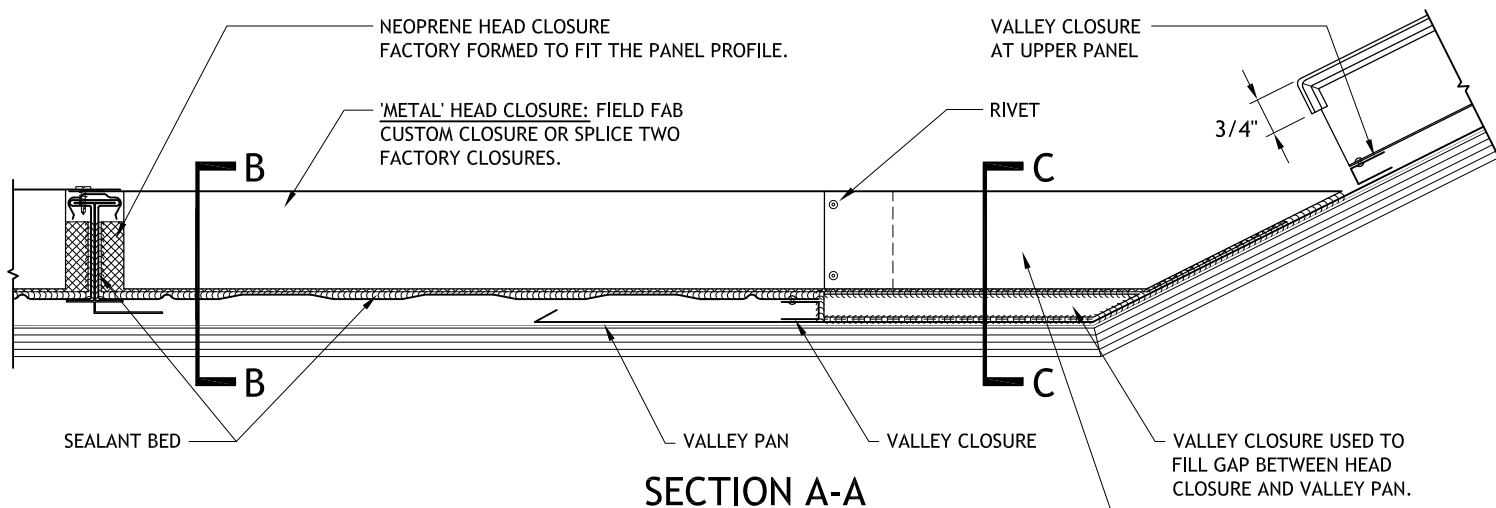
- 1) DRY FIT ALL COMPONENTS PRIOR TO APPLYING SEALANT.
- 2) INSTALL HIP 1 AND APPLY SEALANT BEAD 1 AS SHOWN.
- 3) INSTALL HIP 2 AND APPLY SEALANT BEAD 2 AS SHOWN.
- 4) INSTALL RIVETS 1*.
- 5) LOCATE EDGE OF RIDGE 1 ON HIP 1 AND HIP 2 AND APPLY SEALANT 3 AS SHOWN.
- 6) NOTCH AND FORM 1" TABS ON END OF RIDGE 1.
- 7) INSTALL RIVETS (X2)*.

*RIVETS: #44-1/8 STAINLESS STEEL, CLOSED END (WATERTIGHT) PAINTED TO MATCH WITH TOUCH-UP PAINT. REFER TO SECTION TAB (SC)



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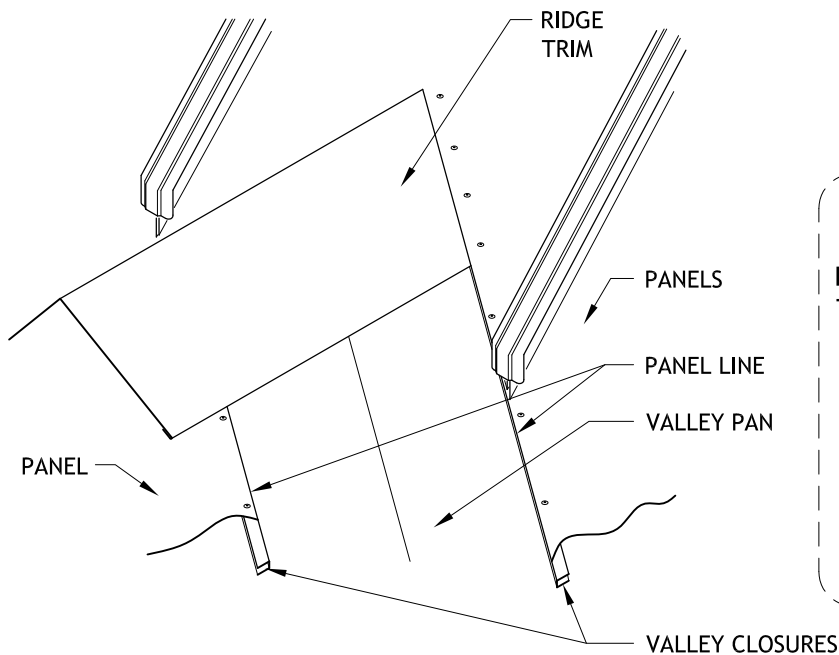
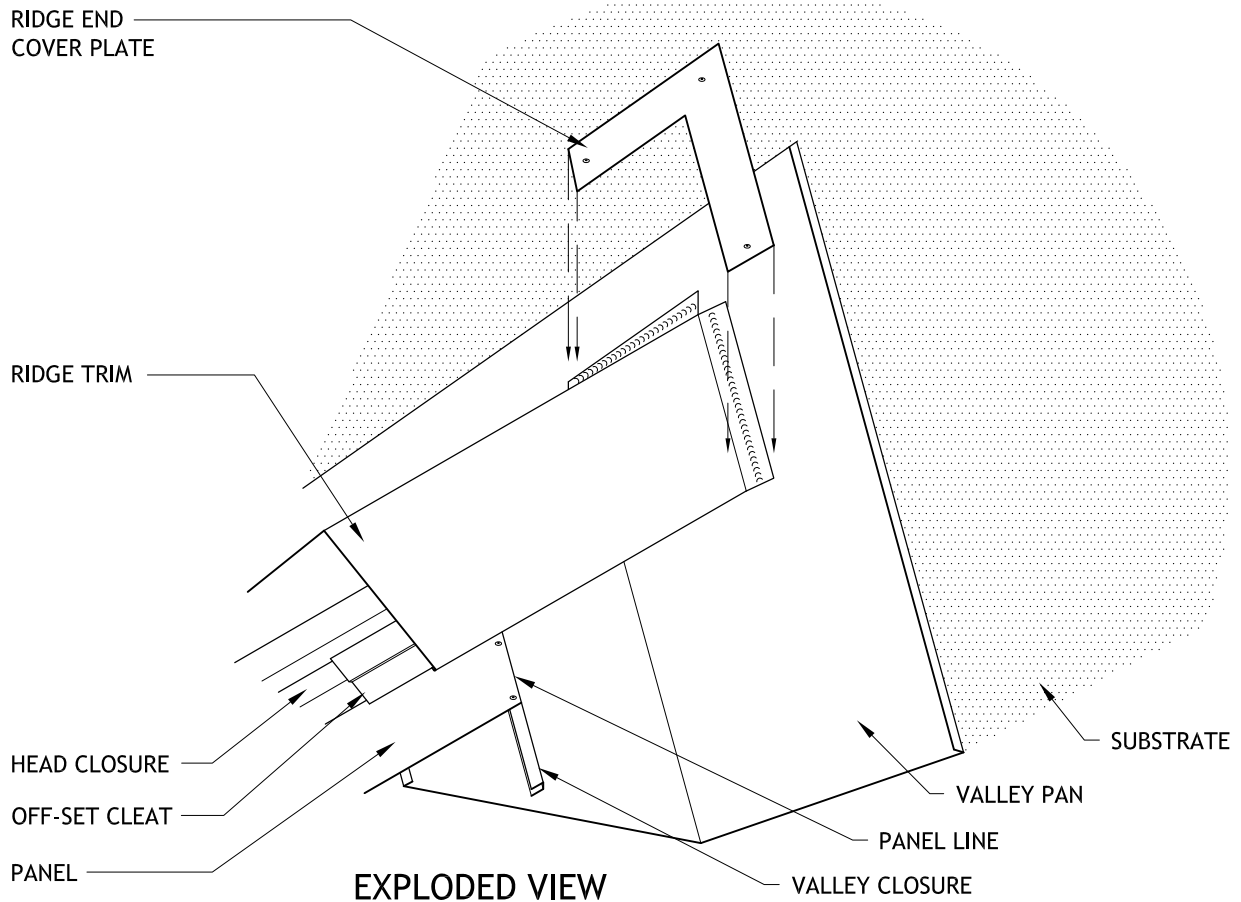




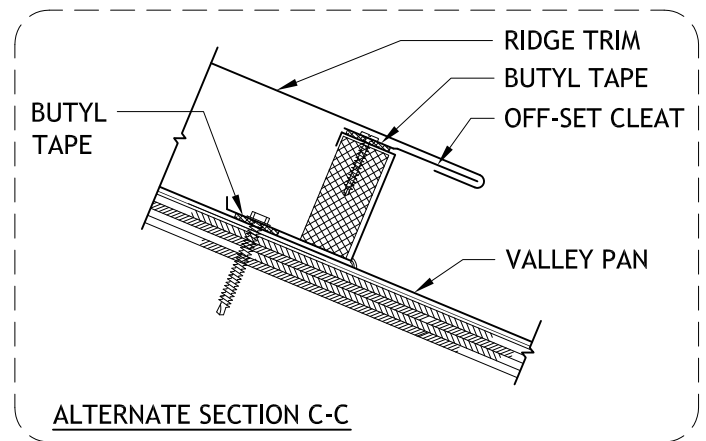
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2

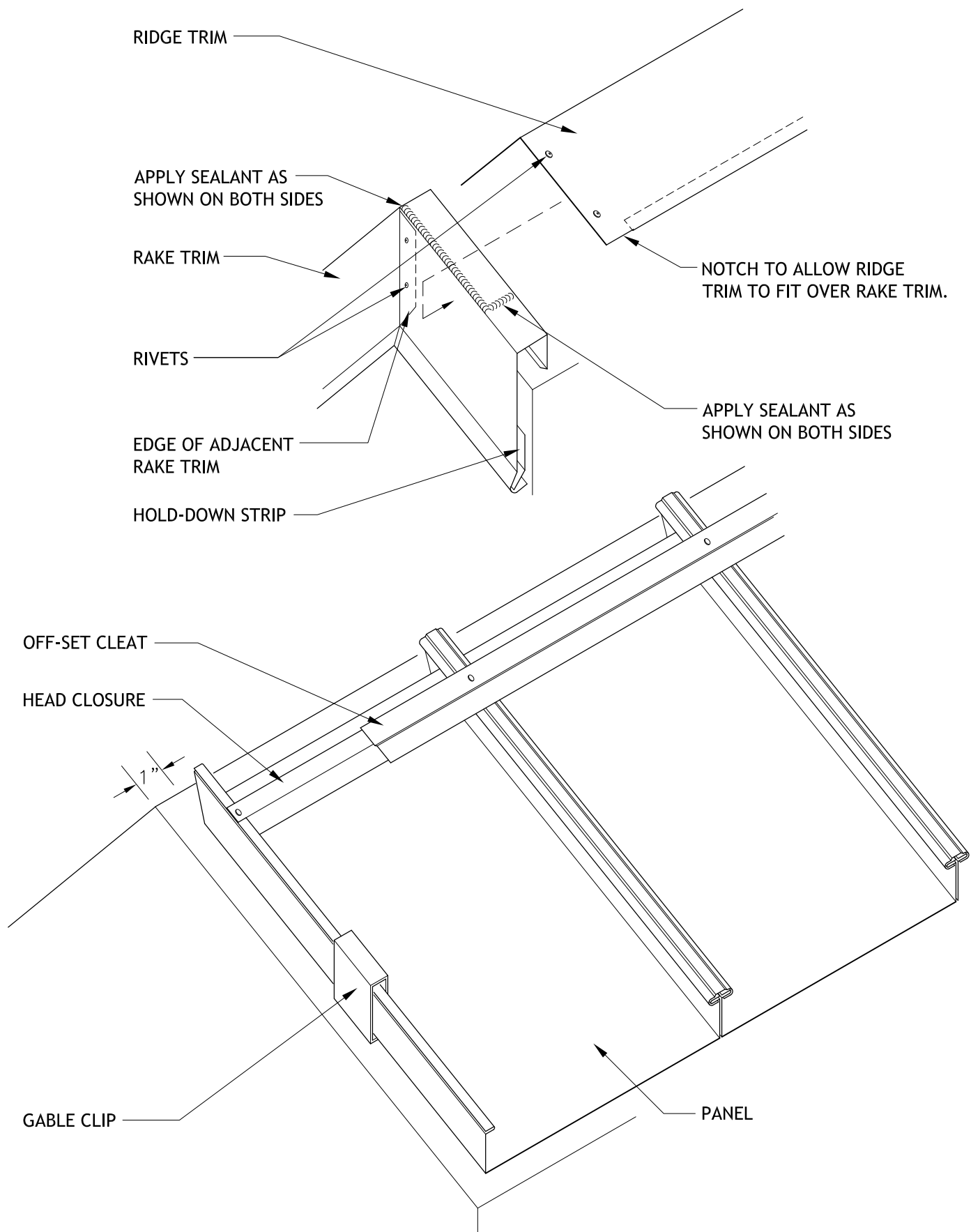
Ridge to Slope Transition (Detail 1 of 2) (FT) FIELD TRANSITIONS



PARTIAL ASSEMBLY VIEW



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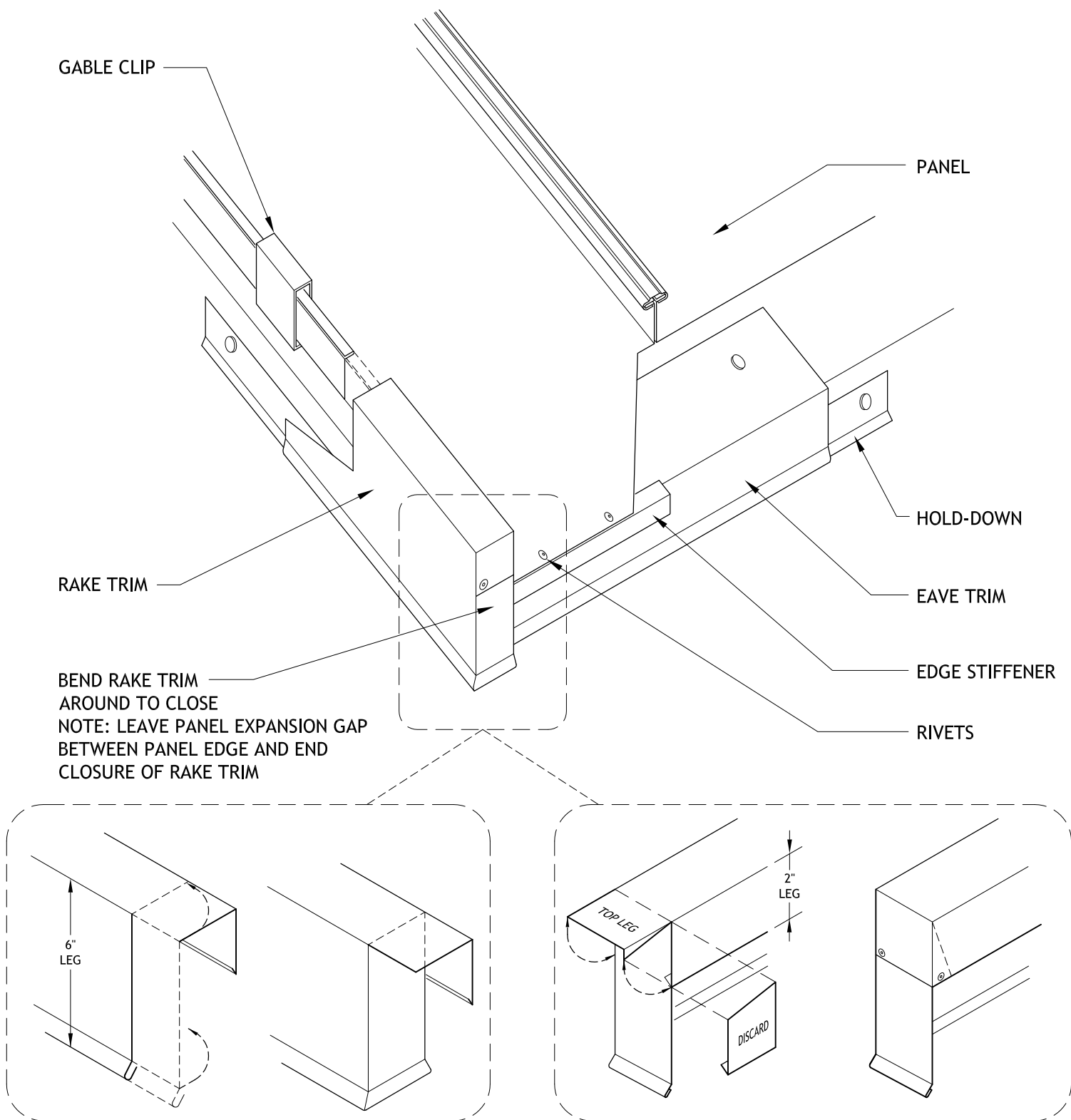


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pg. FT-03

3 Ridge to Rake Transition (FT) FIELD TRANSITIONS



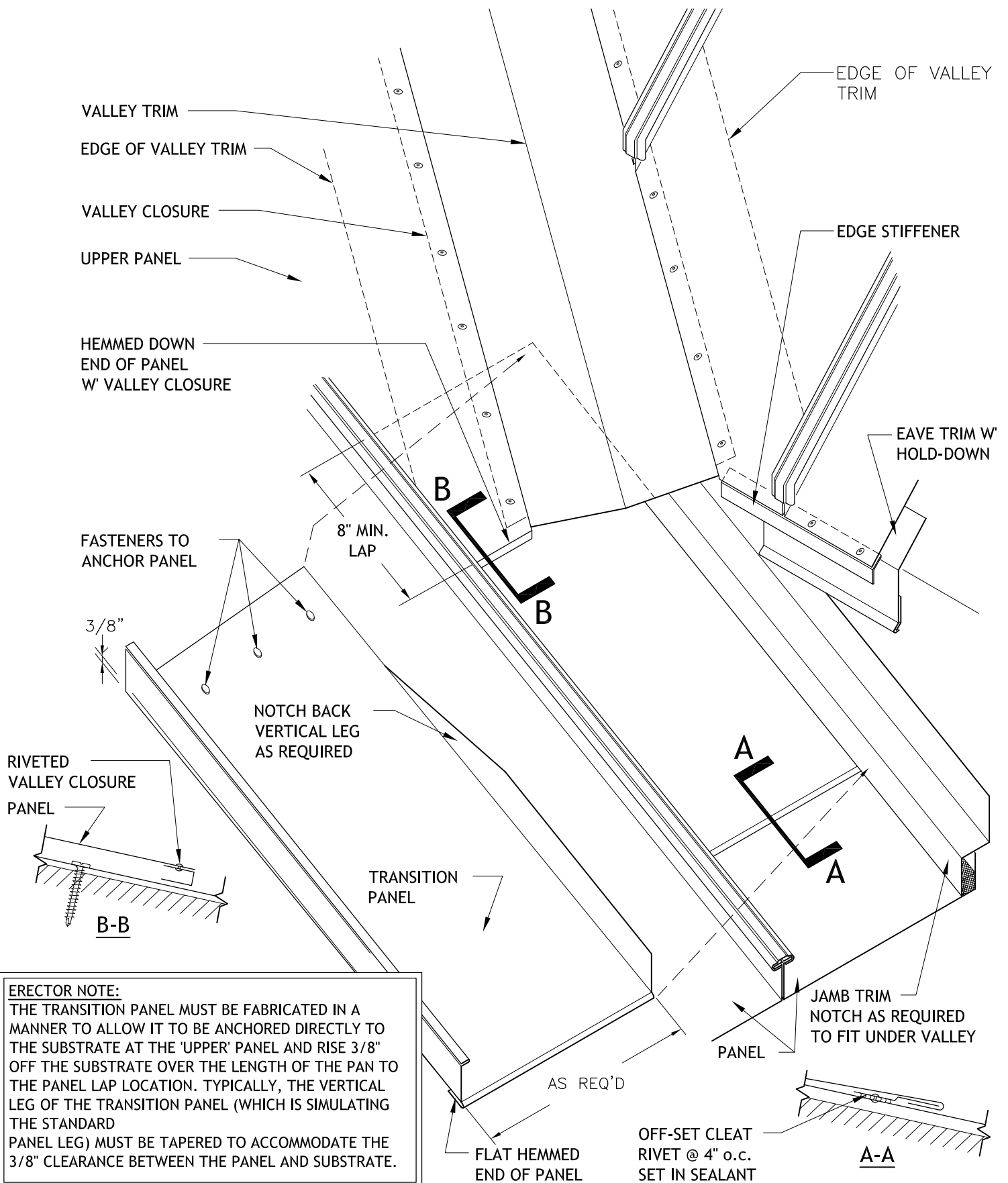
***STEP ONE:**
NOTCH 6" LEG OF RAKE TRIM, AND FOLD 90° TO "CAP" OPEN END

STEP TWO: (REVERSE IMAGE)
NOTCH TOP & 2" LEG OF RAKE TRIM, DISCARD 2" LEG, AND FOLD TOP LEG DOWN 90°, AND RIVET (2 PLACES)



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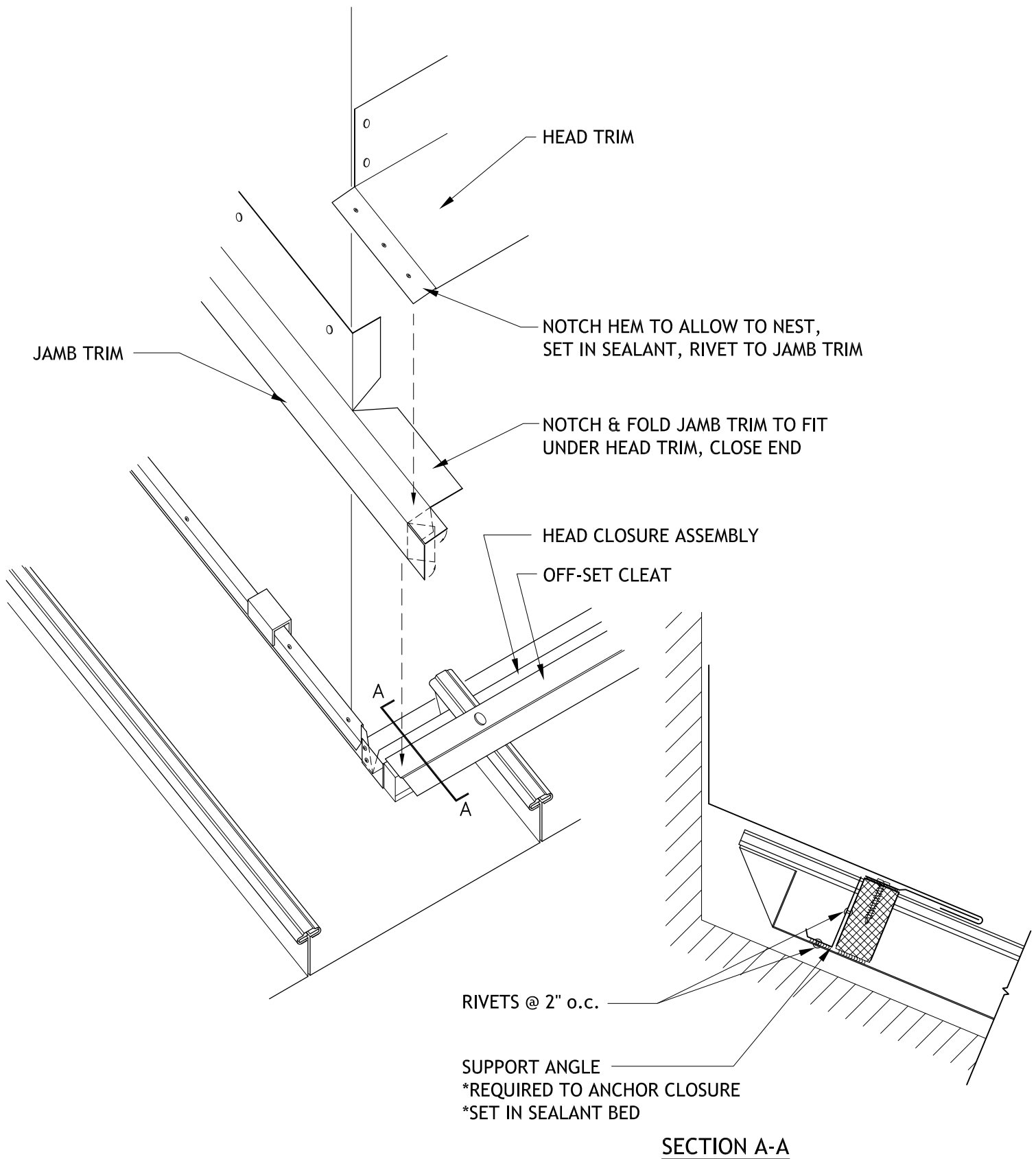
4 Rake to Eave Transition (FT) FIELD TRANSITIONS



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5

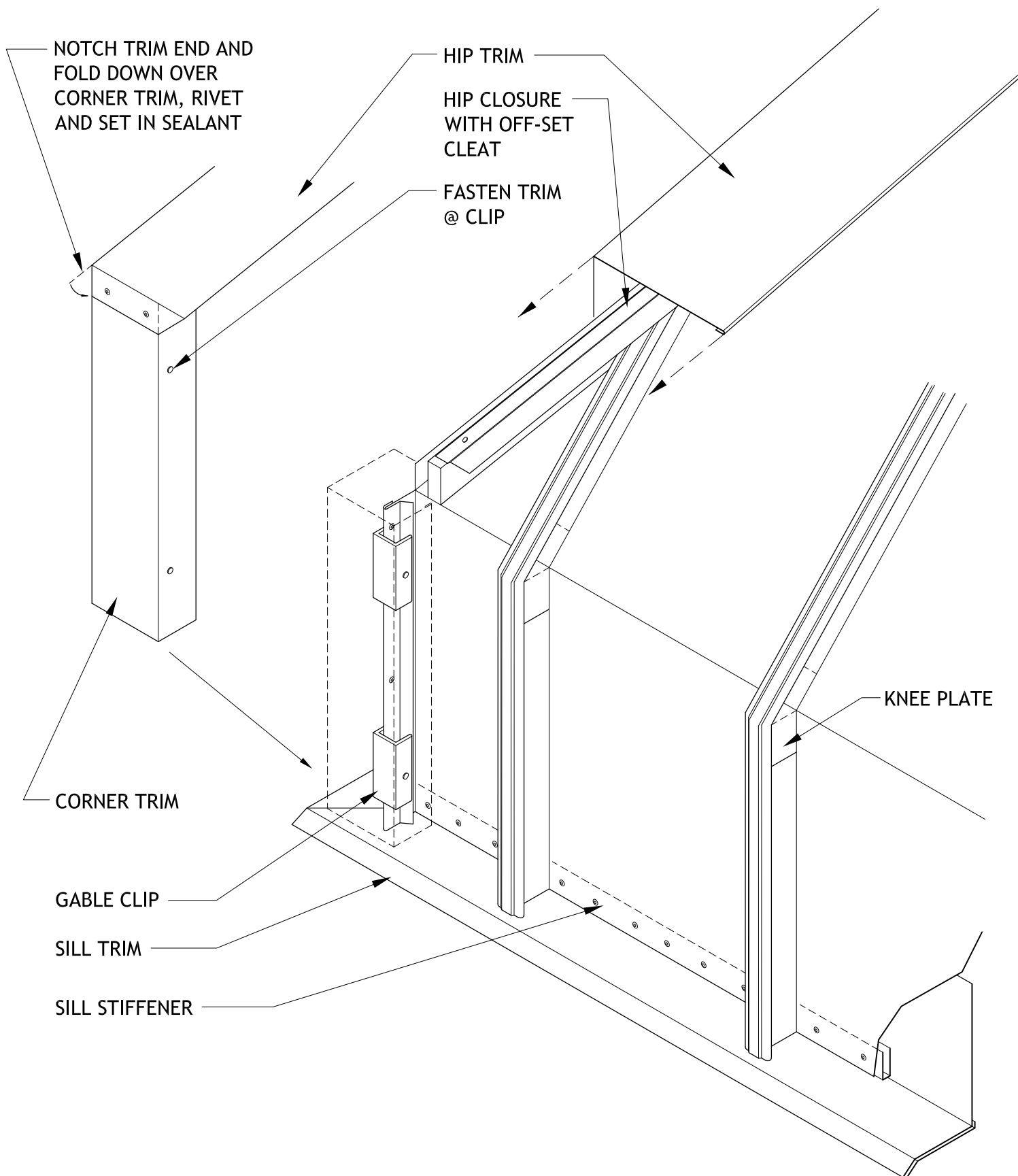
Valley to Sloping Jamb Transition (FT) FIELD TRANSITIONS



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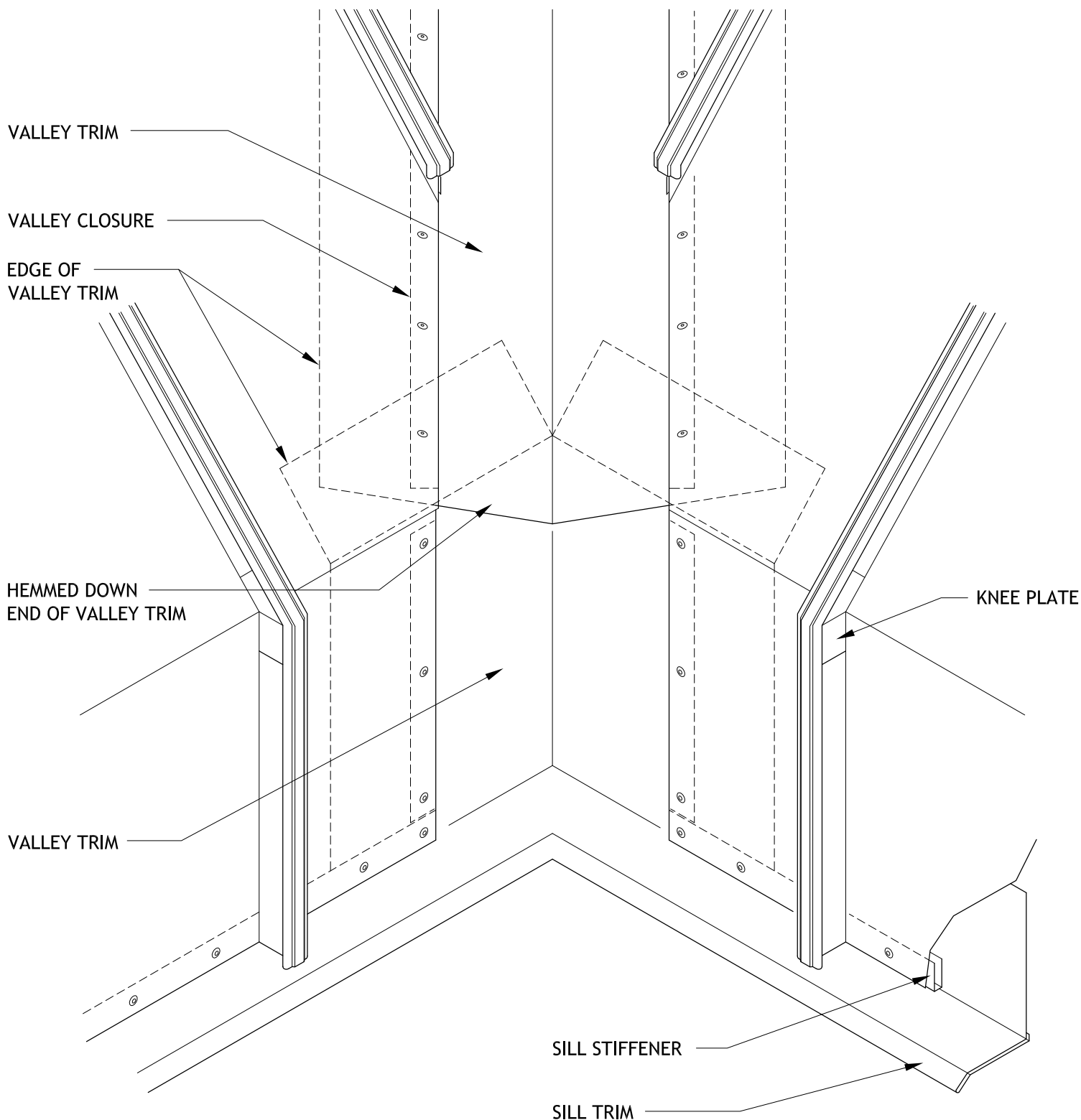
Sloping Jamb to Head Transition (FT) FIELD TRANSITIONS



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7

Hip to Vertical Trim
Transition
(FT) FIELD TRANSITIONS



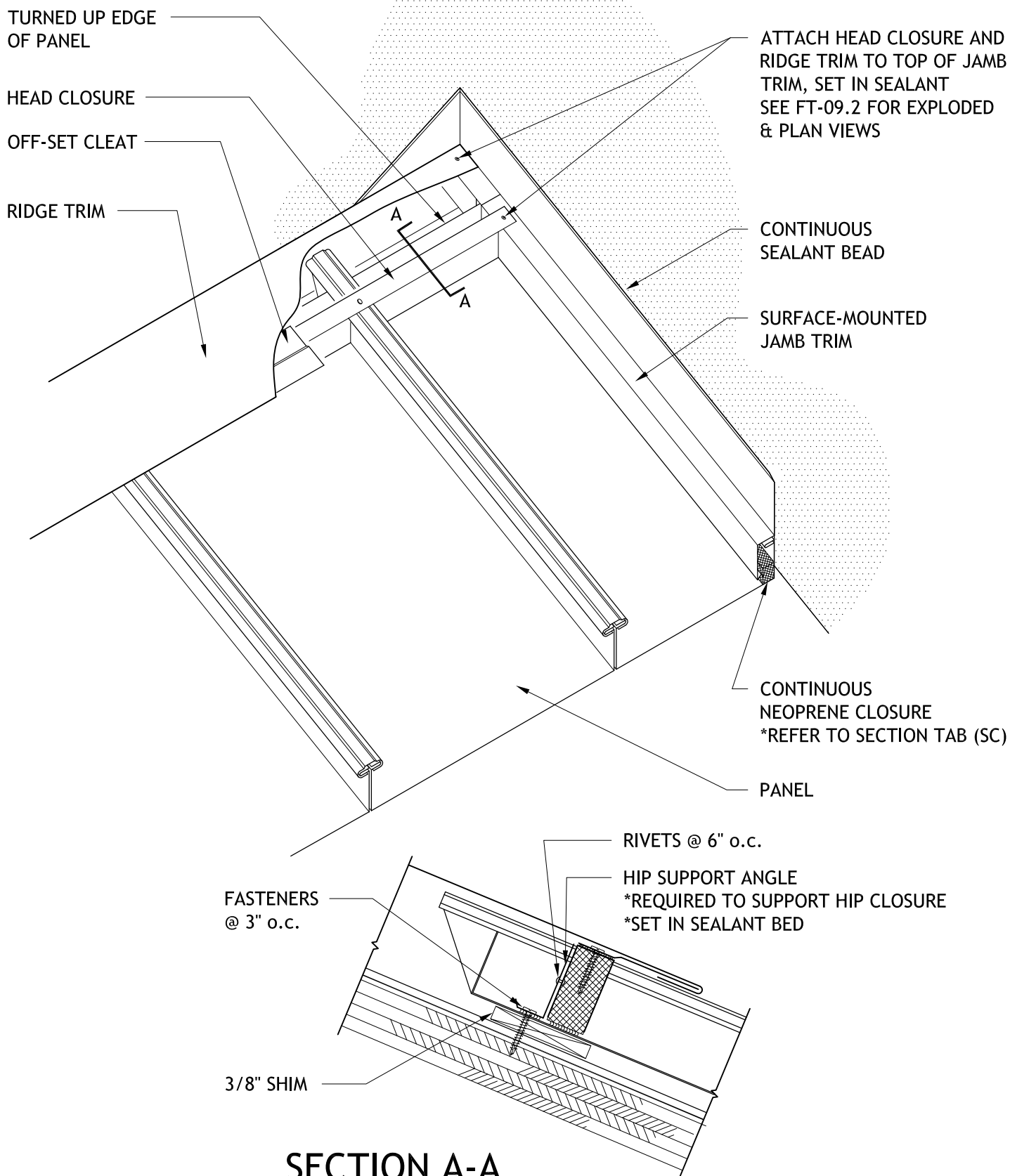
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pg. FT-08

8

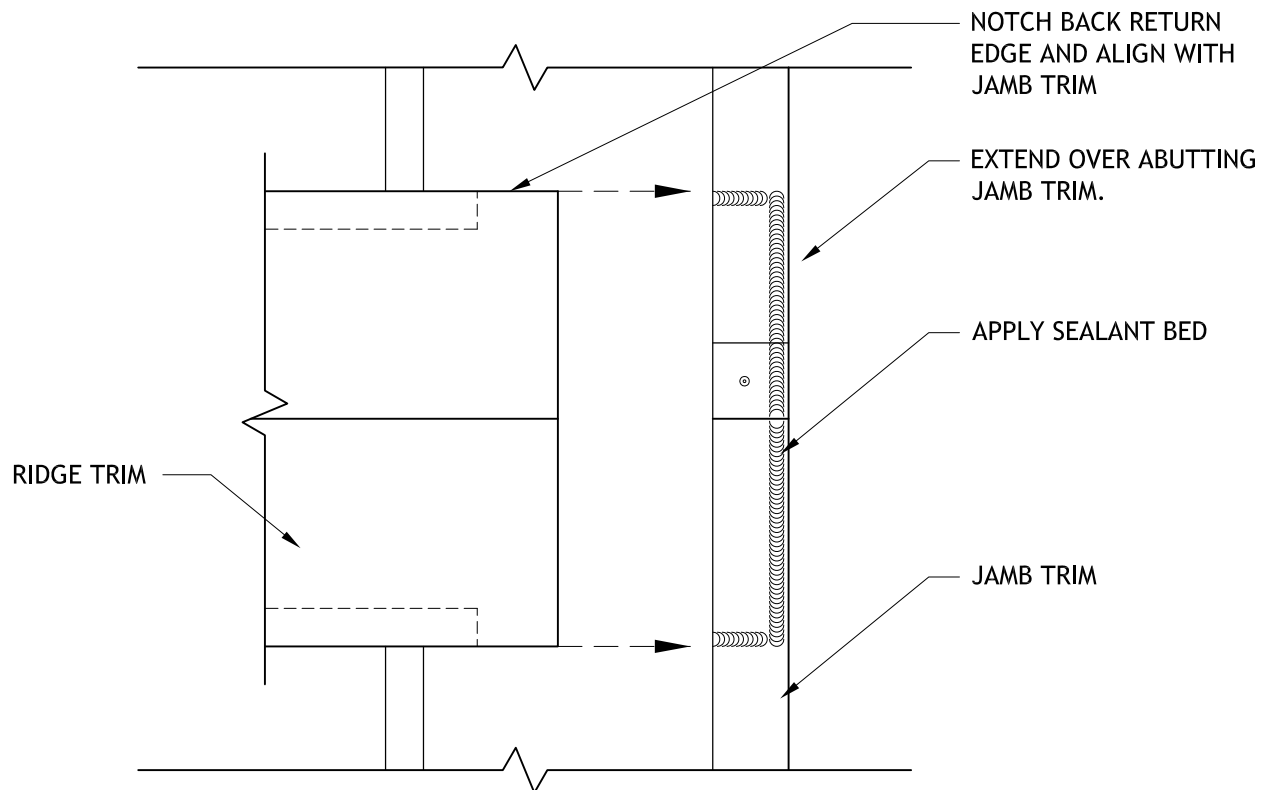
Valley to Vertical Trim Transition (FT) FIELD TRANSITIONS



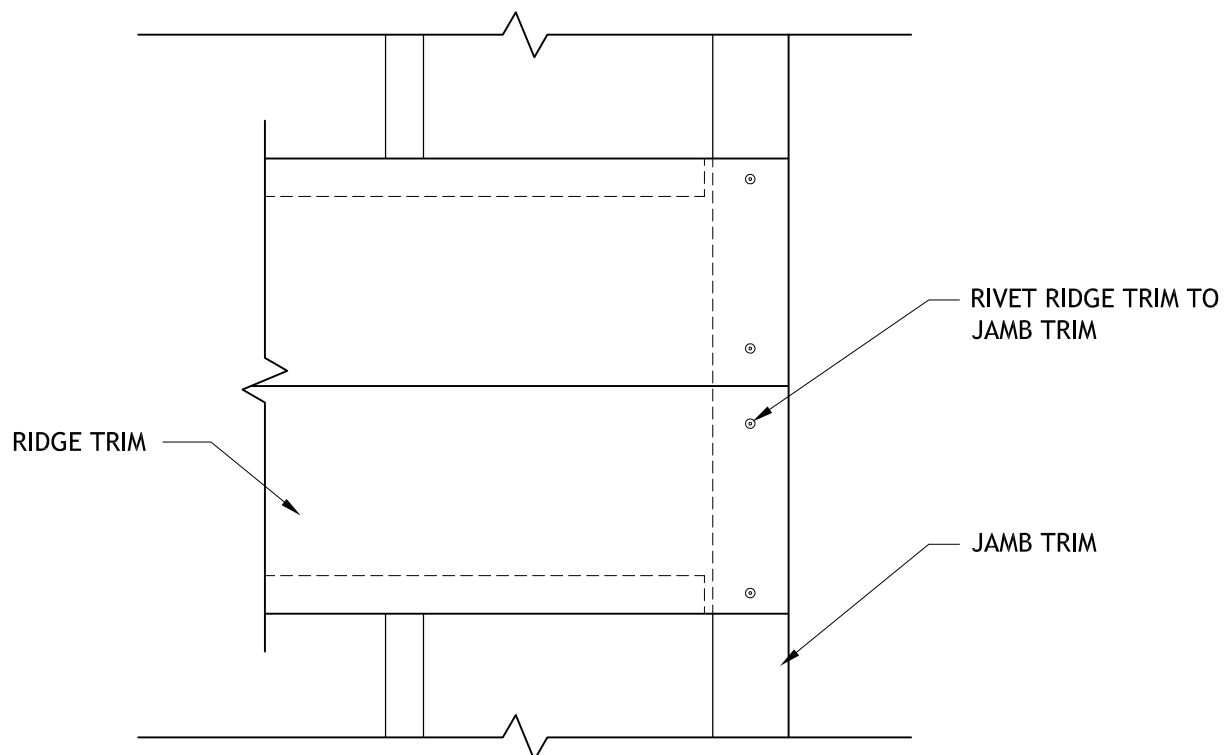
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9

Ridge to Jamb Transition
(Detail 1 of 2)
(FT) FIELD TRANSITIONS



EXPLODED VIEW



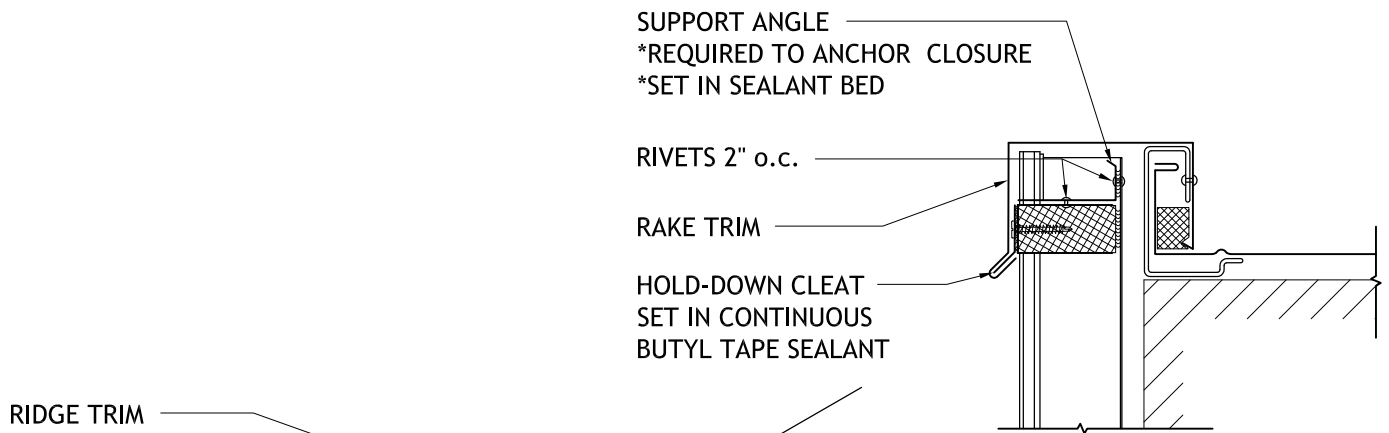
PLAN VIEW



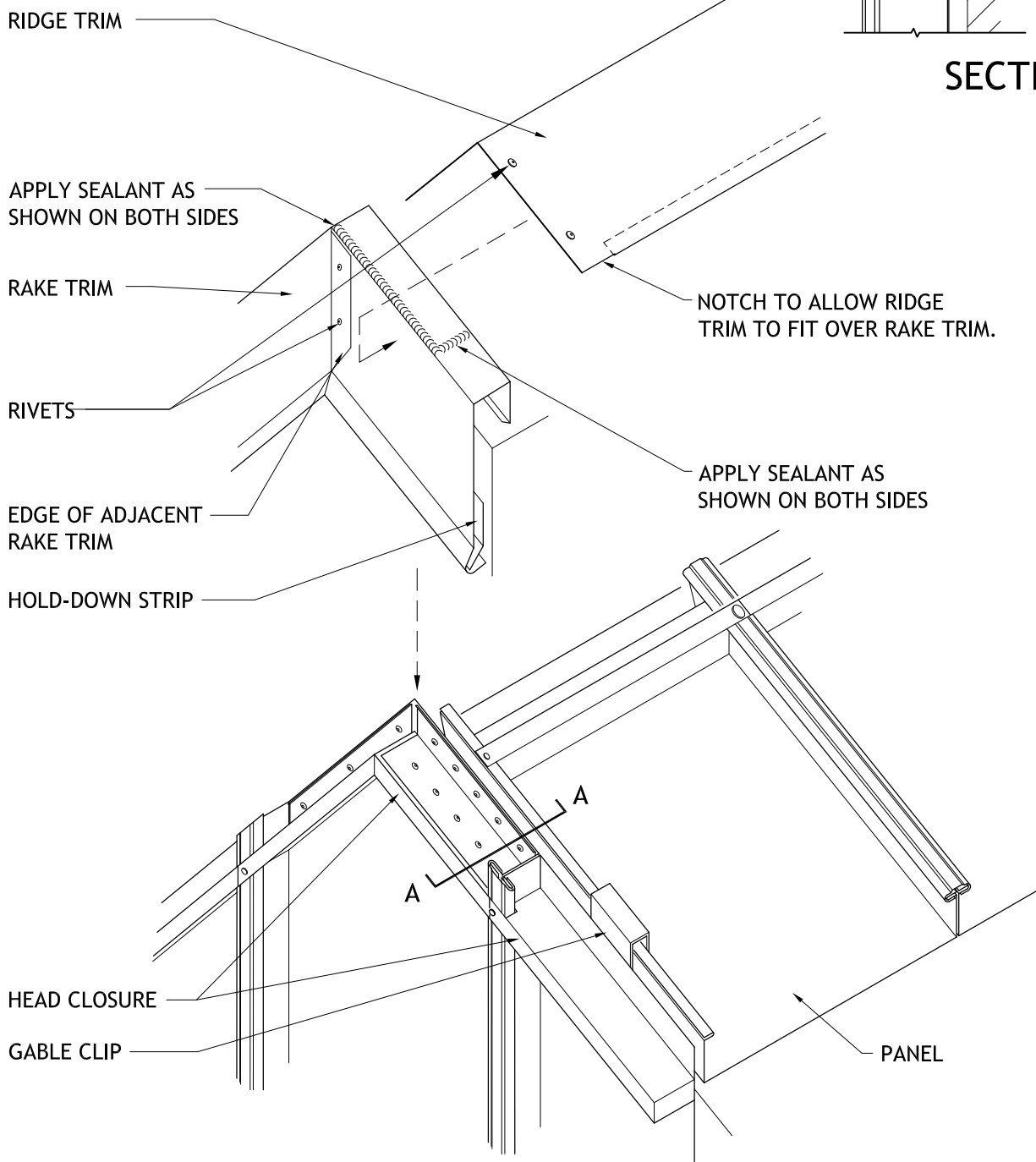
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9

Ridge to Jamb Transition
(Detail 2 of 2)
(FT) FIELD TRANSITIONS



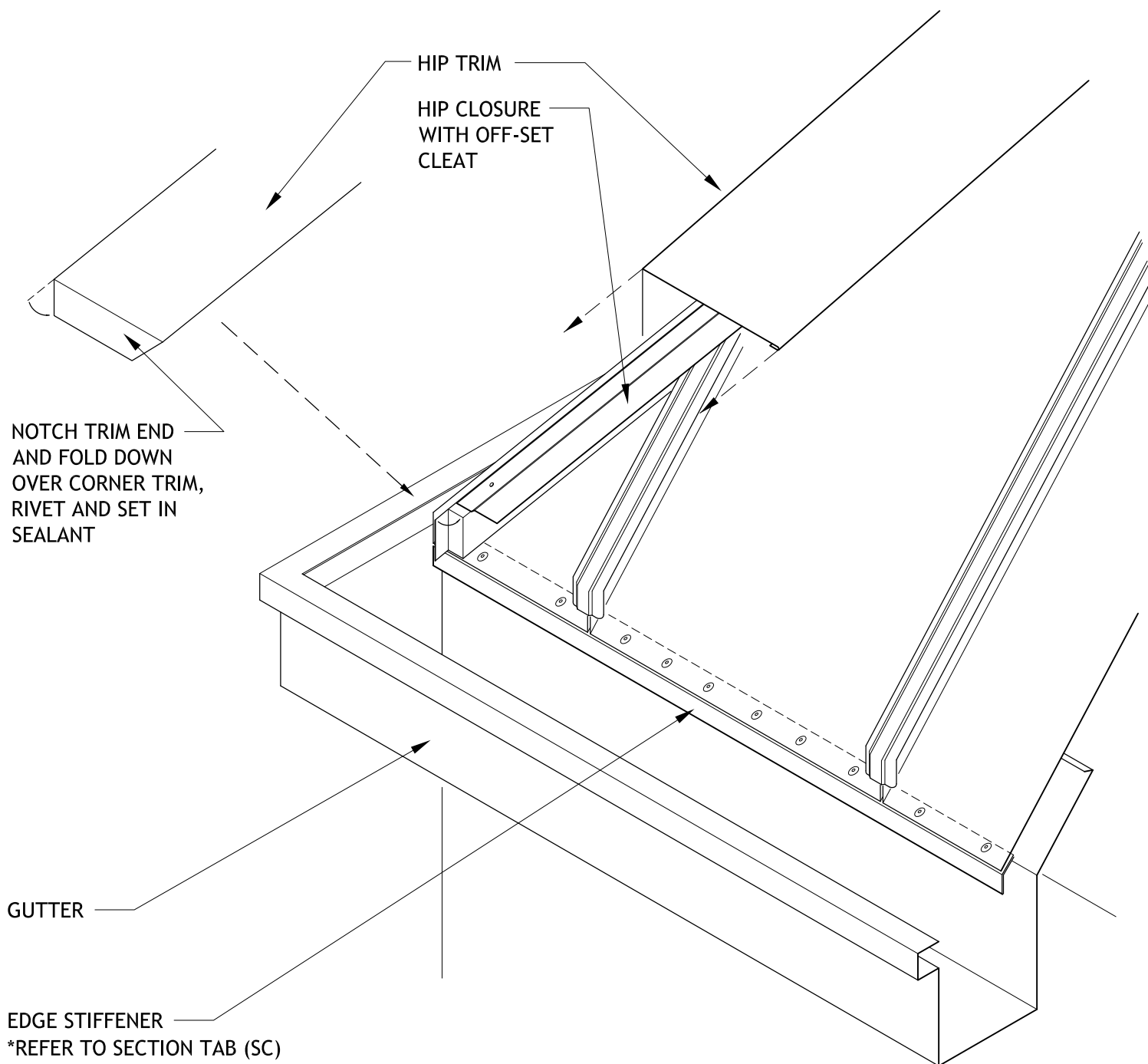
SECTION A-A



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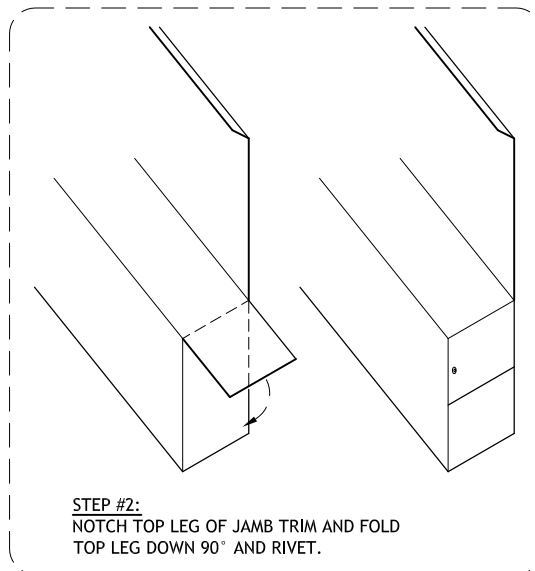
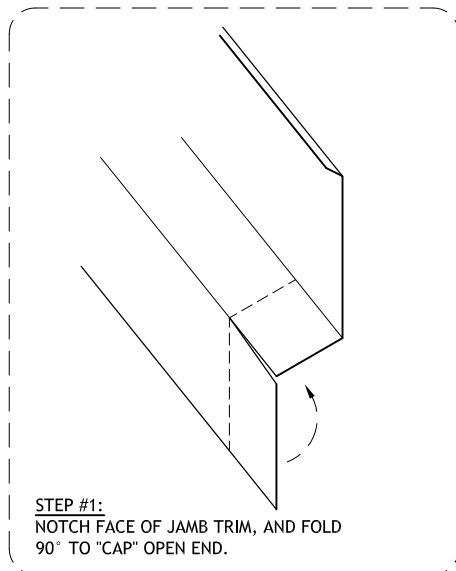
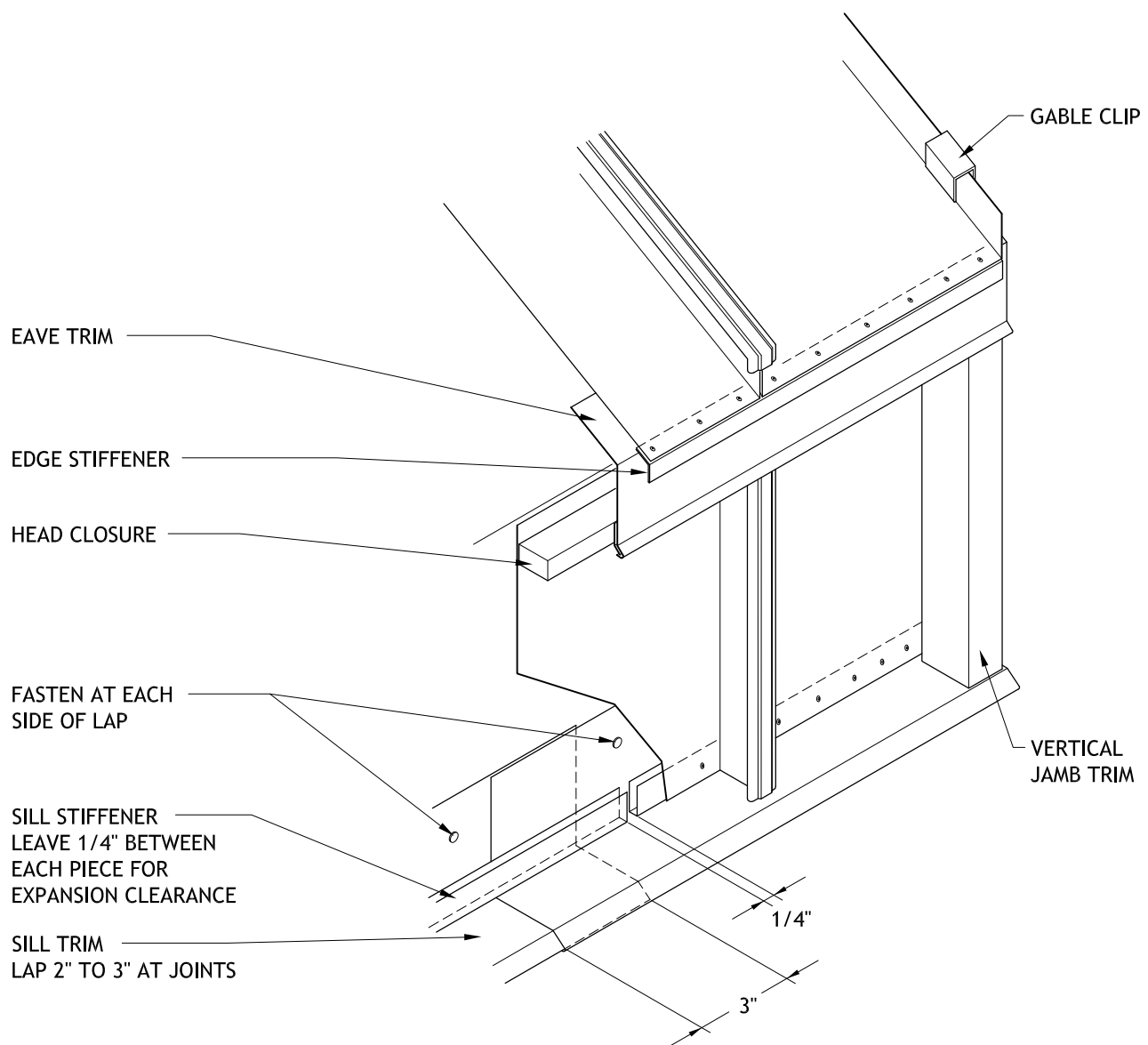
10

**Vertical Panel to Rake
Transition
(FT) FIELD TRANSITIONS**



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11 Hip at Gutter Transition (FT) FIELD TRANSITIONS



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Vertical and Sloping Detail at Jamb Transition (FT) FIELD TRANSITIONS

ATTACH HEAD CLOSURE
AND RIDGE TRIM TO TOP
OF JAMB TRIM, SET IN
SEALANT

SEALANT BEAD

SURFACE-MOUNTED
JAMB TRIM

HEAD CLOSURE

OFF-SET CLEAT

PEAK TRIM

HOLD-DOWN CLEAT

CONTINUOUS
FOAM CLOSURE
*REFER TO SECTION TAB (SC)

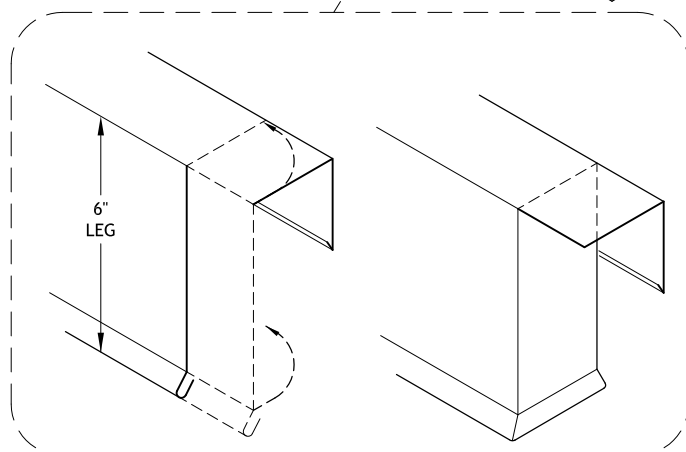
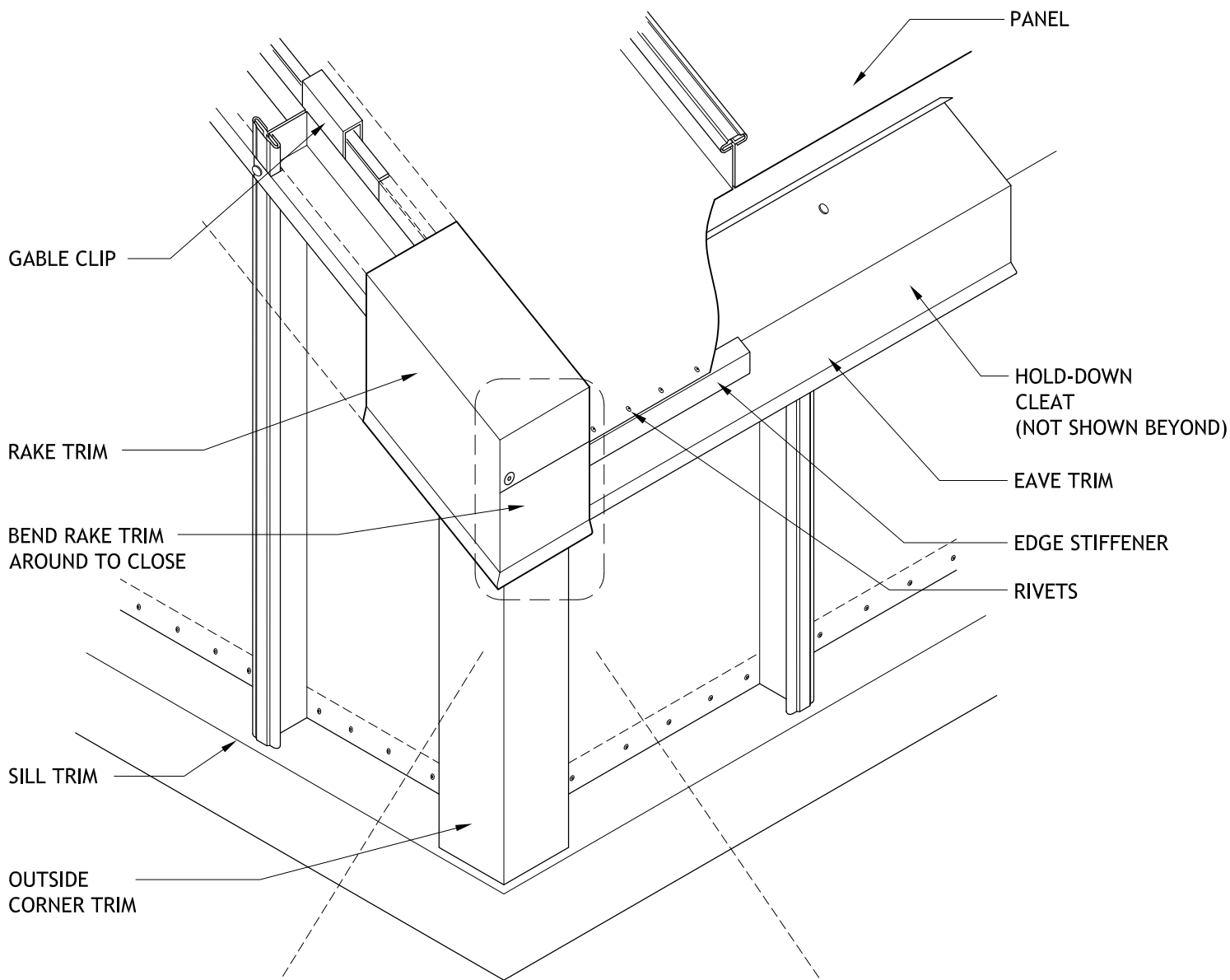
PANEL



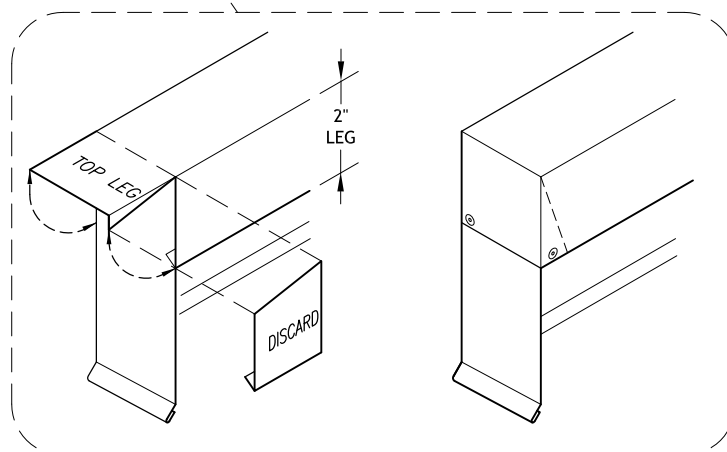
THE GARLAND COMPANY, INC.
GARLAND CANADA, INC.
THE GARLAND COMPANY UK, LTD

13

Shed Ridge to Jamb
Transition
(FT) FIELD TRANSITIONS



***STEP ONE:**
NOTCH 6" LEG OF RAKE TRIM, AND FOLD 90° TO
"CAP" OPEN END



STEP TWO: (REVERSE IMAGE)
NOTCH TOP & 2" LEG OF RAKE TRIM, DISCARD 2" LEG,
AND FOLD TOP LEG DOWN 90°, AND RIVET (2 PLACES)

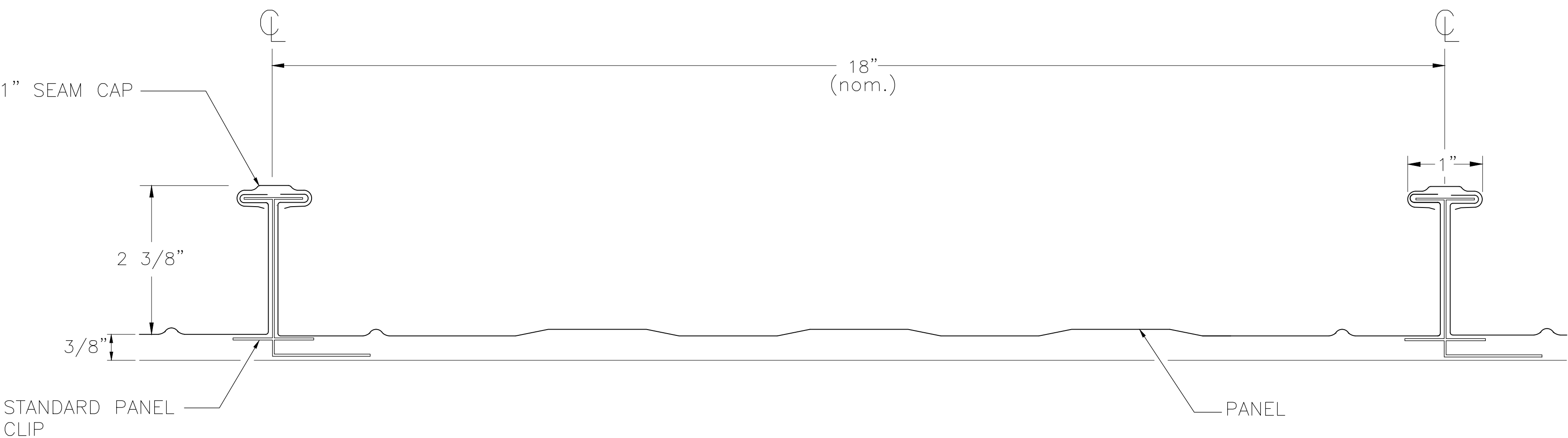


THE GARLAND COMPANY, INC.
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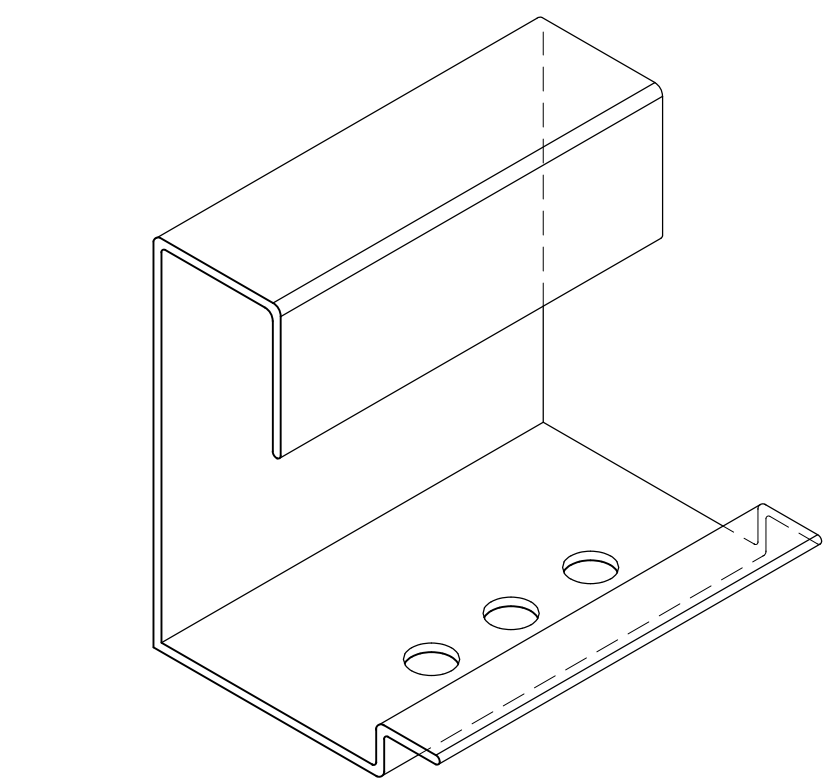
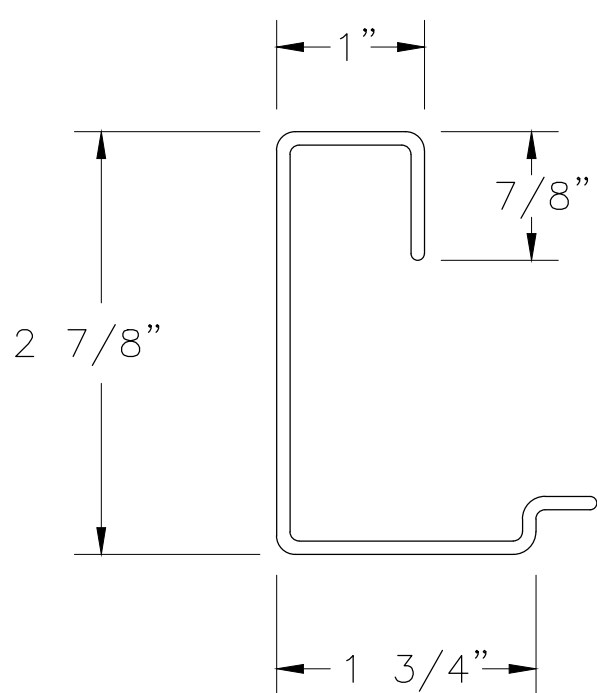
14

Rake to Eave Transition with Vertical Panels (FT) FIELD TRANSITIONS

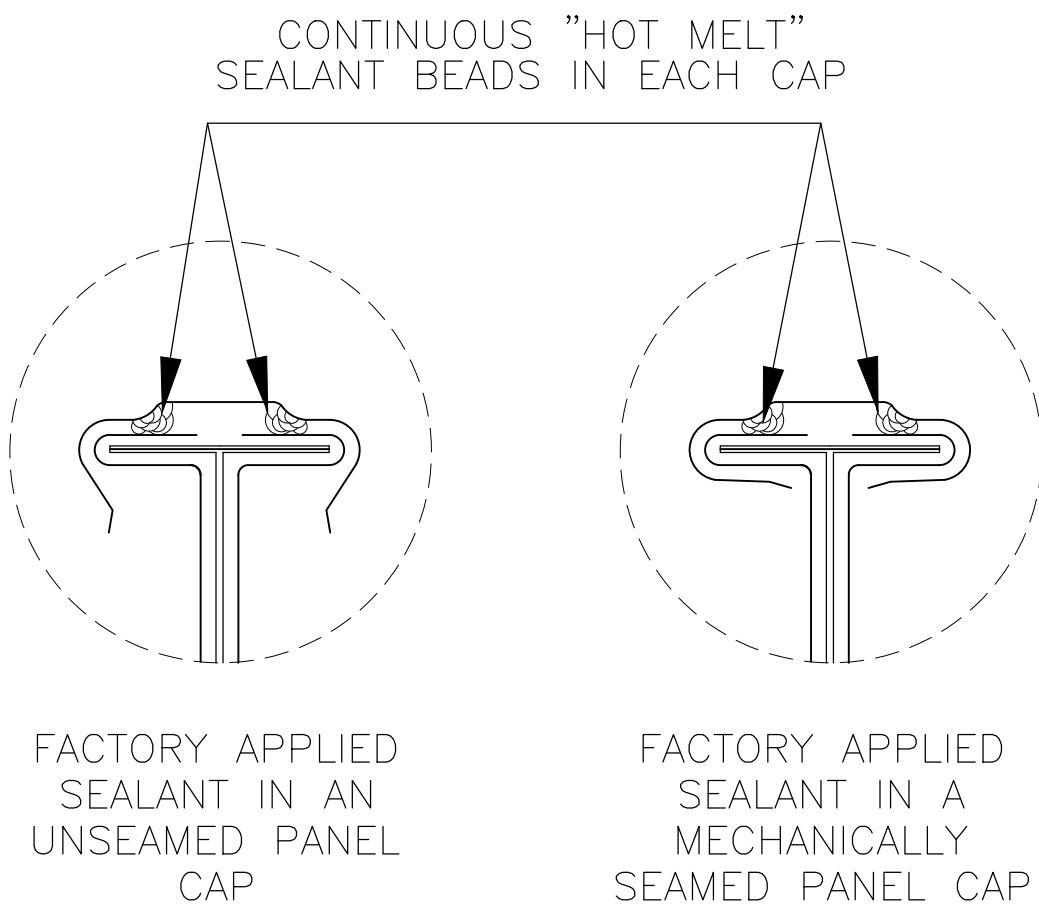
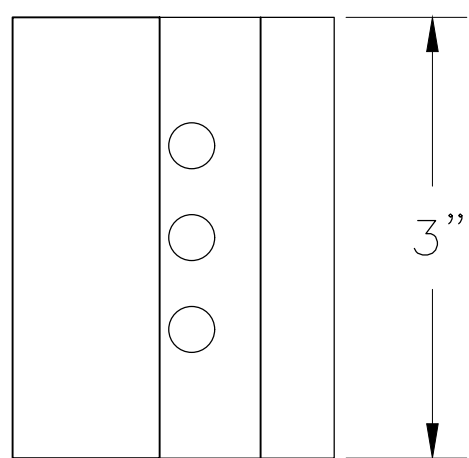
UKIAH GRACE HUDSON MUSEUM
431 S. MAIN ST., UKIAH, CA 95482



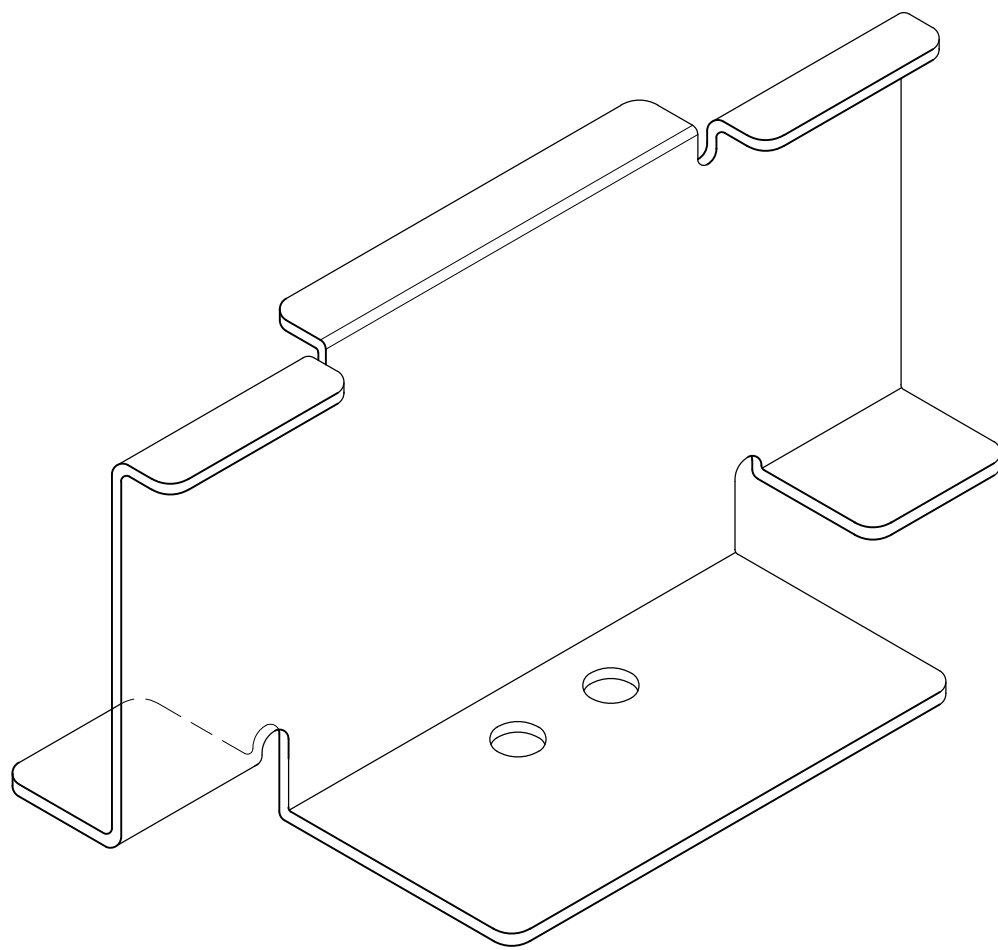
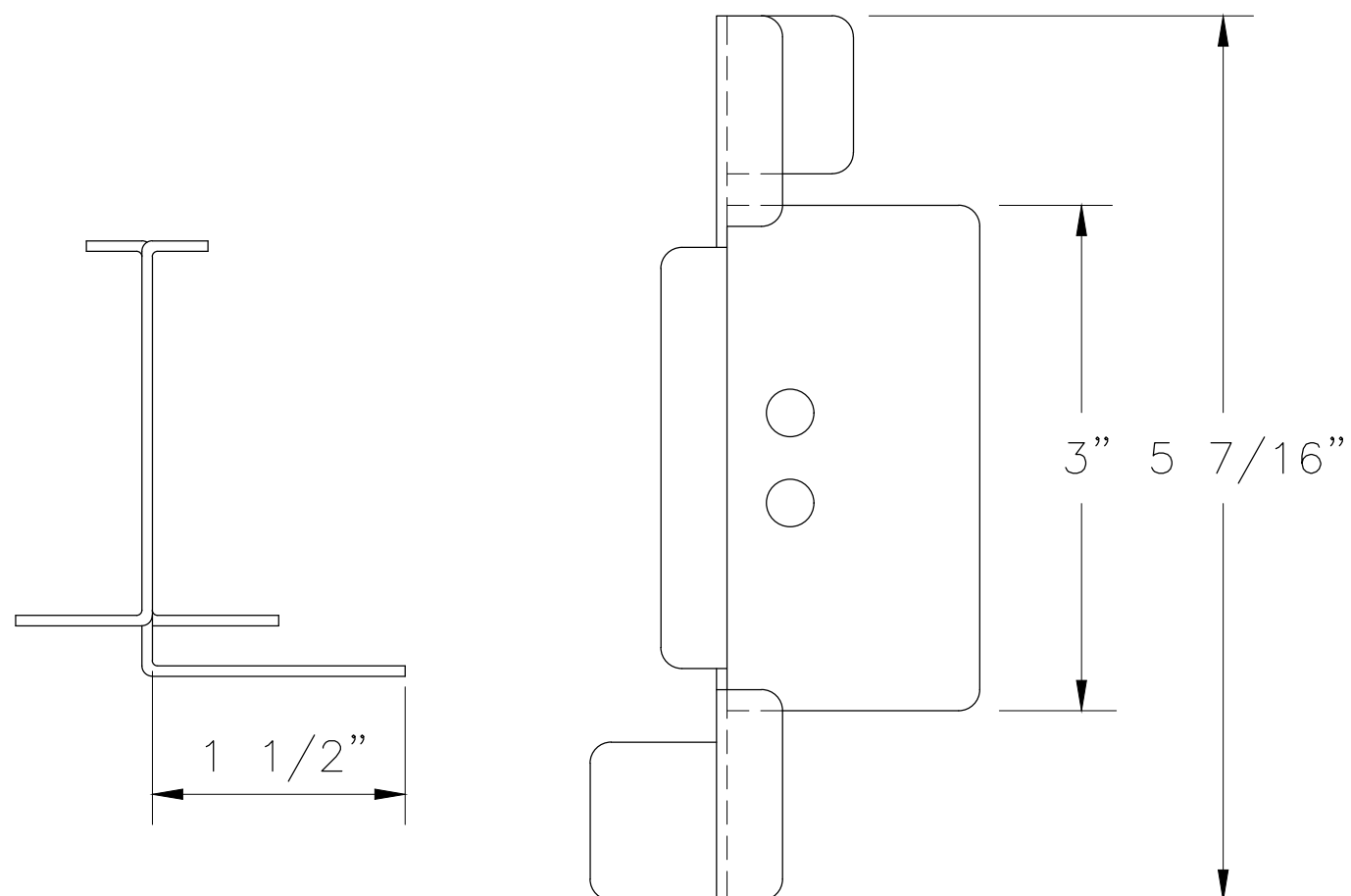
TYPICAL RMS-18 PANEL PROFILE



#3007GS GABLE CLIP
GALVANIZED STEEL



"HOT MELT" SEALANT BEADS
FACTORY APPLIED



#301016GS STD. CLIP
GALVANIZED STEEL

R-MER SPAN PANEL AND ACCESSORIES

SPECIAL NOTES:

R-MER SPAN PANEL NOTES:

- FOR ADDITIONAL R-MER SPAN INSTALLATION INSTRUCTIONS, CONTACT GARLAND FOR AN INSTALLATION GUIDELINES MANUAL.
- ALL PANEL CLIPS ARE TO BE FASTENED USING (2) TWO #14-13 DP1, CONCEALOR TYPE, SELF-TAPPING FASTENERS WITH AN ULTIMATE PULLOUT VALUE OF:
390# PER FASTENER INTO MIN. 22GA HAT CHANNEL OVER ENTIRE ROOF.
- ROOF PANELS ARE TO BE FIELD SEAMED BY ERECTOR WITH GARLAND'S ELECTRIC SEAMER. REFERENCE INSTALLATION MANUAL AND/OR OPERATING INSTRUCTIONS PROVIDED WITH SHIPMENT OF SEAMER.

UNDERLAYMENT NOTE:

- 1) GARLAND REQUIRES APPLYING A MINIMUM OF (1) LAYER OF R-MER SEAL OVER ENTIRE ROOF INCLUDING AROUND ALL PERIMETERS AND PENETRATIONS, INCLUDING, BUT NOT LIMITED TO: RAKE, EAVE, RIDGE, HIP, HEAD, SLOPING JAMB, AND VALLEY CONDITIONS. ALWAYS FOLLOW THE MANUFACTURER'S INSTALLATION GUIDELINES.

GENERAL NOTES:

ATTENTION: ARCHITECT, G/C, & SUB-CONTRACTOR

THESE SHOP DRAWINGS HAVE BEEN SUBMITTED FOR ARCHITECT, GENERAL CONTRACTOR AND SUB-CONTRACTOR APPROVAL. ALL OF GARLAND'S SHOP FABRICATED MATERIAL WILL BE MANUFACTURED TO THE DIMENSIONS SHOWN UNLESS OTHERWISE NOTED. IT IS CRUCIAL THAT ANY NECESSARY CHANGES, NOTATIONS OR REQUESTED INFORMATION BE CLEARLY NOTED.

*APPROVAL STAMPS/SIGNATURES ATTACHED AT RIGHT.

ARCHITECT APPROVAL

G/C APPROVAL

SUB-CONTRACTOR APPROVAL

STORAGE NOTE:

ALWAYS STORE ALL COMPONENTS IN A CLEAN, DRY STORAGE AREA. PREVENT CONTACT WITH CORROSIVE OR STAINING MATERIALS.

MATERIAL NOTE:

SOME OIL CANNING OF PANELS IS COMMON IN THE INDUSTRY AND IS NOT CONSIDERED CAUSE FOR PRODUCT REJECTION.

SEALANT NOTE:

USE A CONTINUOUS BEAD OF NON-HARDENING, HIGH QUALITY SEALANT COMPATIBLE WITH KYNAR AND POLYESTER FINISHES. FOR FORMED COPING, EXTENDERS, FASCIA AND WALL CAPS, APPLY SEALANT BEAD TO THE CONCEALED PORTION OF THE SPLICE PLATE. (SEALANT BY ERECTOR)



IMPORTANT CUSTOMER NOTE:
PLEASE READ AND SIGN BELOW

- 1) ALL OF GARLAND'S SHOP FABRICATED MATERIAL WILL BE MANUFACTURED TO THE DIMENSIONS SHOWN UNLESS OTHERWISE NOTED.
- 2) IT IS CRUCIAL THAT ANY NECESSARY CHANGES, NOTATIONS OR REQUESTED INFORMATION BE CLEARLY NOTED ON THE SHOP DRAWINGS AND RETURNED TO GARLAND FOR REVIEW.
- 3) EACH DIMENSION MARKED WITH AN (*) MUST BE APPROVED FOR FABRICATION BY INDICATING THE RESPONSE "OK" OR "✓", OR BY NOTING THE CORRECT DIMENSION.
- 4) WHERE GARLAND SPECIFICALLY REQUESTS TO "FIELD VERIFY" OR "SPECIFY" A DIMENSION, THE PROPER CUSTOMER RESPONSE WILL BE TO:
A) MARK WITH EITHER "OK" OR "✓" IF THE DIMENSION IS CORRECT, OR
B) NOTE THE CORRECT DIMENSION.
IT IS IMPERATIVE THAT FIELD DIMENSIONS ARE TAKEN TO INSURE ACCURATE FABRICATION AND PROPER MATERIAL FIT.
- 5) NO MATERIAL WILL BE CONSIDERED RELEASED FOR FABRICATION UNTIL ALL PERTINENT INFORMATION (i.e., COLOR, DIMENSIONS, MATERIAL CONFIGURATION) HAS BEEN RECEIVED BY GARLAND.
- 6) GARLAND MUST HAVE "APPROVED" SHOP DRAWINGS WITH AUTHORIZATION TO RELEASE THE MATERIAL FOR FABRICATION AS INDICATED BY A CUSTOMER AUTHORIZATION SIGNATURE.
- 7) INDICATE THE DATE MATERIALS WILL BE REQUIRED AT THE PROJECT LOCATION:

CUSTOMER AUTHORIZATION SIGNATURE:

(sign here)

REQUIRED AT THE PROJECT LOCATION:

(date here)

ERECTOR NOTE:

- STEEL PANELS: SAW OR TORCH CUTS ARE NOT ALLOWED. ONLY SHEARING ACTION MAY BE USED, AS ACHIEVED WITH HAND SNIPS/SHEARS OR ELECTRIC SHEARS
- ALUMINUM PANELS: TORCH CUTS ARE NOT ALLOWED. SHEARING ACTION RECOMMENDED TO CUT ALUMINUM. SAW CUTS PERMITTED, HOWEVER, CARE MUST BE TAKEN TO PREVENT BURNING PAINT FINISH, EDGE BURS AND SAW DEBRIS BEING DEPOSITED ON FINISHED PRODUCT.
- ALL PANELS, BATTENS AND SEAMS TO HAVE FIELD BENT TRANSITIONS. (EXAMPLE: CHANGE OF PLANE)
- ALL RELATED PANEL TRIM TO HAVE FIELD TRANSITIONS AND FIELD FABRICATED MITERS. (EXAMPLE: TRANSITION BETWEEN RIDGE TO RAKE TRIM OR RAKE TO VERTICAL CORNER TRIM) (EXAMPLE: MITERS - 90° CORNERS FOR SILL TRIM)
- ALL CONTINUOUS LENGTHS OF PANEL TRIM TO BE NOTCHED, LAPPED AND SEALED 3" MINIMUM AT LAP SPLICES. (TYPICAL)
- PANEL TRIM'S THERMAL MOVEMENT OCCURS AT LAP SPLICES. DO NOT ANCHOR TRIM AT LAP SPLICES. (TYPICAL)

FINISH SPECIFICATIONS:

ROOF PANEL: R-MER SPAN

MATERIAL: 22GA GALV. STEEL

FINISH: FLUOROCARBON-70% RESIN (Kynar 500)

COLOR: MOCHA

FOR REVIEW

UKIAH GRACE HUDSON MUSEUM

431 S. MAIN ST., UKIAH, CA 95482

CUSTOMER: ROOFING & SOLAR CONSTRUCTION INC

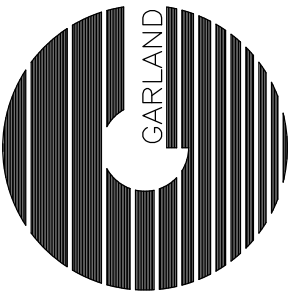
AGENT: VINCE HARPER

ARCHITECT: THOMAS HISE

DATE: 10/13/20

DWG BY: MEC

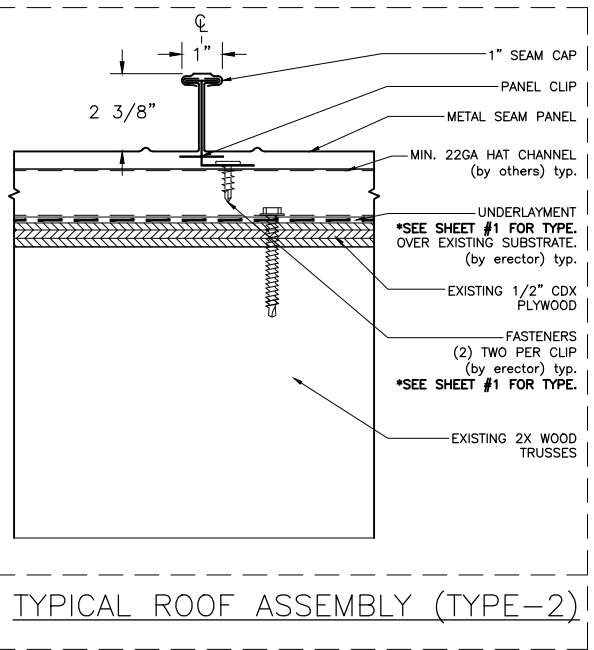
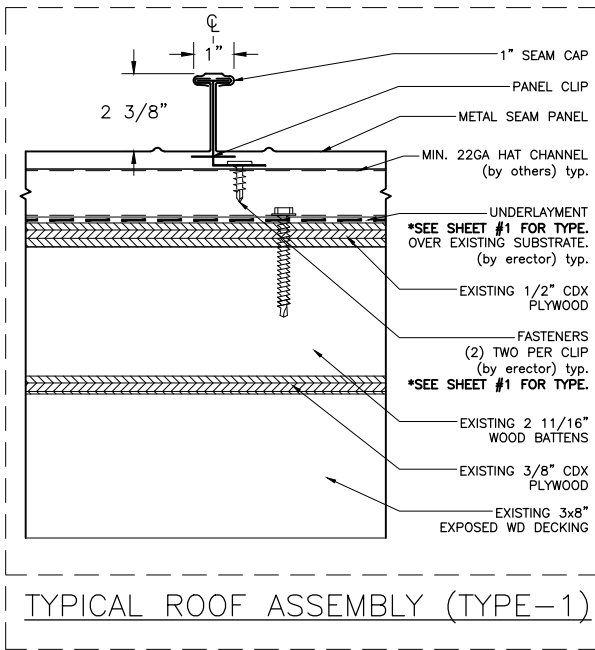
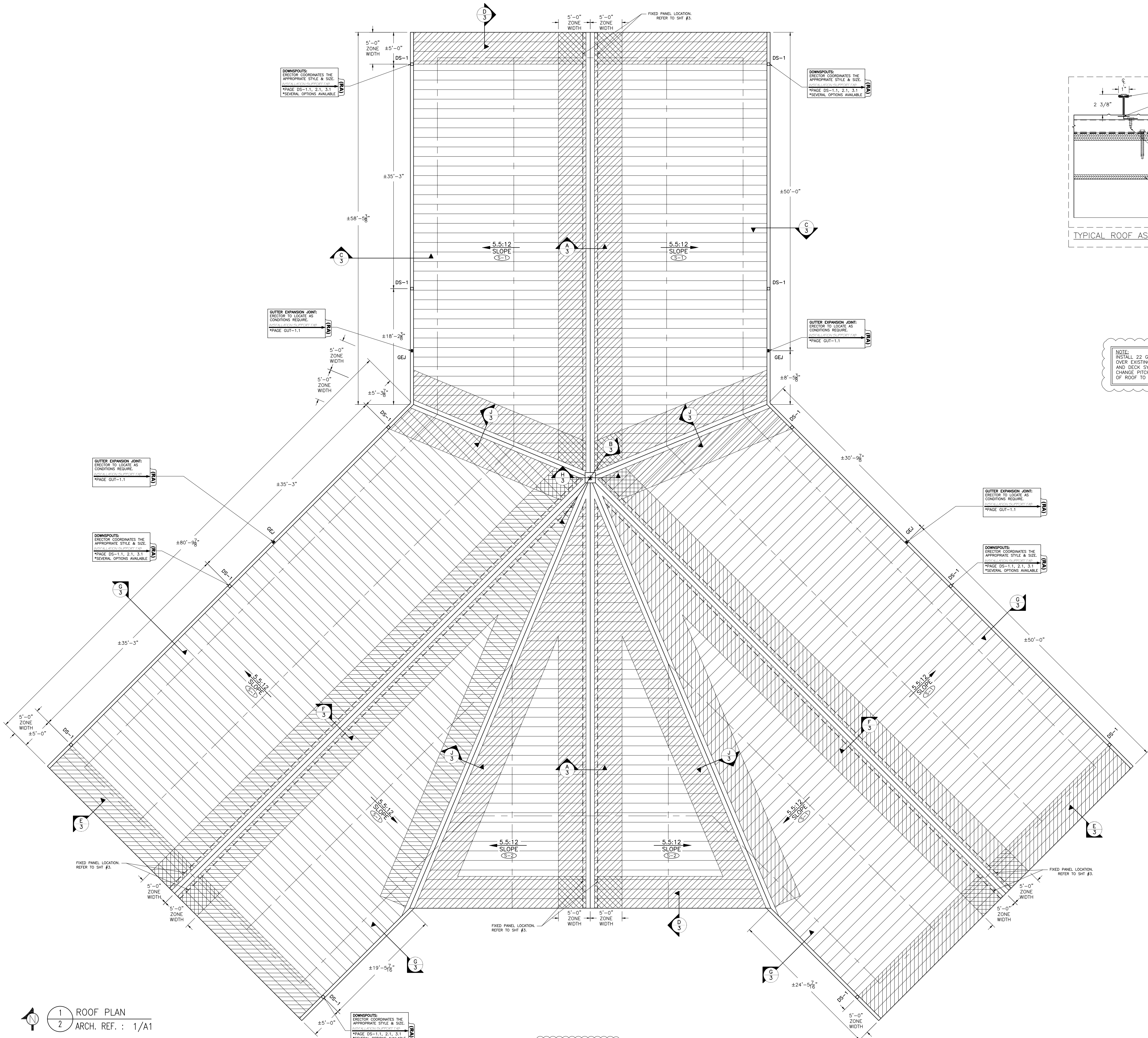
CHK BY: JH



THE GARLAND COMPANY INC.

3800 EAST 91st STREET - CLEVELAND, OHIO 44105-2197

PHONE (800) 321-9336 / FAX (216) 641-0633



TRIM LAP DETAILS:
ERECTOR TO COORDINATE WITH
MANUFACTURER'S DETAILS.
INSTALLATION SUPPORT LAP
*REFER TO TRIM LAP DETAILS
IN THIS SECTION.

SMACNA GUIDELINES:
GARLAND RECOMMENDS FOLLOWING SMACNA
GUIDELINES FOR THE SIZING AND LOCATION OF
GUTTERS, DOWNSPOUTS, AND EXPANSION JOINTS.

ERECTOR NOTE:
ALL MATERIAL SUPPLIED IS 22GA GALV. STEEL.
ALL TRIM COMPONENTS ARE TO BE FABRICATED BY
THE ERECTOR FROM FLAT SHEET SUPPLIED.

NOTE:
INSTALL 22 GAUGE HAT CHANNEL
OVER EXISTING PLYWOOD ROOFING
AND DECK SYSTEM IN ORDER TO
CHANGE PITCH IN THE MIDDLE FIELD
OF ROOF TO NEW 5.5:12 SLOPE.

PANEL CLIP SPACING			
PROVIDED BELOW ARE THE MAXIMUM ALLOWABLE ROOF PANEL CLIP SPACINGS.			
ROOF PANEL CLIPS MAY BE INSTALLED CLOSER TOGETHER THAN THE ALLOWABLE O.C. MAXIMUMS IF JOB-SITE CONDITIONS REQUIRE. HOWEVER, PANEL CLIPS MUST NOT EXCEED THE MANUFACTURER'S PROVIDED O.C. MAXIMUMS.			
ASCE 7-16 COMPONENTS and CLADDING - METHOD 2			
BASIC WIND SPEED: 98 MPH WIND IMPORTANCE FACTOR (I): III(1.15) WIND EXPOSURE: C INTERNAL PRESSURE COEFFICIENT: ±0.18 or ±0.55			
ZONE DESIGNATION:	ZONE TYPE:	DESCRIPTION:	CLIP SPACING:
	ZONE 1&2e	(Field of Roof & Eave)	5'-0" o.c. MAX.
	ZONE 2n, 2r&3e	(Gable side & Ridge)	3'-6" o.c. MAX.
	ZONE 3r	(Ridge)	2'-6" o.c. MAX.
FIXED PANEL CLIP LOCATIONS:			
LINE TYPE:	DESCRIPTION:	EXPLANATION:	
	PANEL FIXED LOCATION	DESIGNATES A ROW OF 'FIXED' PANEL CLIPS.	

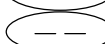
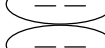
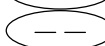
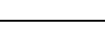
SUBSTRATE LENGTH SCHEDULE:

PROVIDED BELOW ARE **ESTIMATED SUBSTRATE LENGTHS (NOT PANEL LENGTHS)**, AS PROVIDED TO GARLAND OR AS SCALED BY GARLAND FROM CONSTRUCTION DRAWINGS.

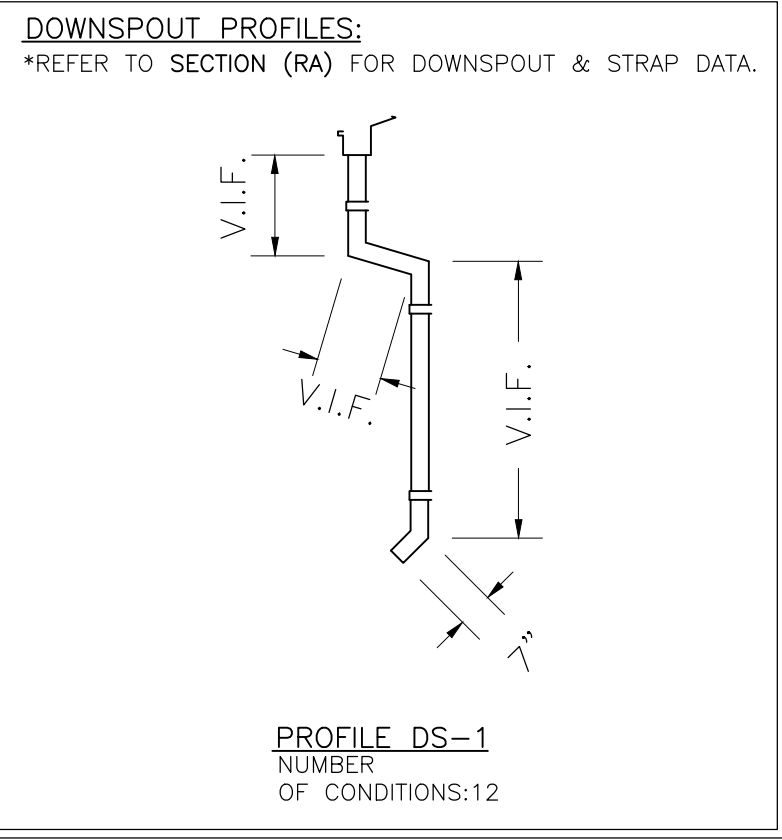
- THESE SUBSTRATE LENGTHS ARE PROVIDED FOR REVIEW AND **MUST** BE **FIELD VERIFIED**.
- ERECTOR MUST THEN REFERENCE THE APPROPRIATE DETAILS WITHIN THE SHOP DRAWINGS TO CALCULATE THE CORRECT ROOF PANEL LENGTHS REQUIRED. YOU MAY NOTE THESE CALCULATED PANEL LENGTHS IN THE SPACES PROVIDED BELOW.
- ERECTOR TO COORDINATE JOB SITE CONDITIONS WITH SHOP DRAWING DETAILS TO DETERMINE REQUIRED PANEL QUANTITIES AND LENGTHS. THIS ITEMIZED CUT IS TO BE FORWARDED TO GARLAND FOR MATERIAL RELEASE AND PRODUCTION.



DO NOT USE THE SUBSTRATE LENGTHS AS THE PANEL LENGTHS!

<u>SUBSTRATE DESIGNATION:</u>	<u>SUBSTRATE LENGTH:</u>	<u>CALCULATE:</u>	<u>REQUIRED PANEL LENGTHS:</u>
	±30'-6 3/8"	NOTE: Use the shop drawing details to adjust the substrate length dimension to the panel length required.	=
	±31'-2 1/2"		=
	---		=
	---		=
	---		=
	---		=
	---		=

IMPORTANT READ:
THE ERECTOR HAS THE SOLE RESPONSIBILITY TO COORDINATE THE SHOP DRAWINGS WITH THE ACTUAL JOB SITE CONDITIONS TO DETERMINE AN ACCURATE AND ITEMIZED MATERIAL 'CUT LIST'. THIS IS CRUCIAL FOR MATERIAL RELEASE AND PANEL PRODUCTION.



UKIAH GRACE HUDSON MUSEUM
431 S. MAIN ST., UKIAH, CA 95482

ARCHITECT: THOMAS HISE

DATE: 10/13/20 DWG BY: MEC CHK BY: JH

PM: JEFF MORGAN

CUSTOMER: ROOFING & SOLAR CONSTRUCTION INC

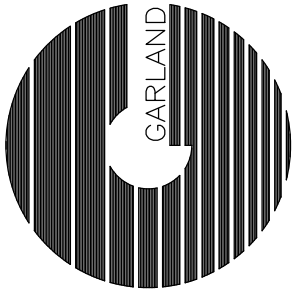
AGENT: VINCE HARPER

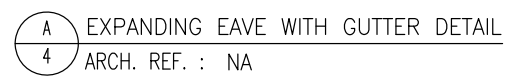
REV: 1 DATE: 02/09/21

DATE: --/--/--

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REV: <u> </u>	DATE: <u> </u> / <u> </u> / <u> </u>
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<u> </u>	DATE: <u> </u> / <u> </u> / <u> </u>

AGENT: VINCE HARPER

THE GARLAND COMPANY INC.
3800 EAST 91st STREET - CLEVELAND, OHIO 44105-2197
PHONE (800) 321-9336 / FAX (216) 641-0633





8 VICINITY MAP

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

~~The Museum has a "Cur-Tek" Burmese style matched roof system that is over 100 years old and has started to leak. The decision has been made to remove that roof and replace it with a traditional standing seam metal roof, which includes a proven complement of reliable and time-tested attachment and trim components.~~

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

~~1. Remove the existing roofing, gutters, downspouts, hat channels and FR-10 fabric down to the Garland R-Mer Seal on the existing roof plywood decking. Discard all roofing materials with the exception of the hat channels and roof gutters which will be evaluated for possible re-use after inspection and approval from a Garland Representative and the City of Ukiah. Remove all the gable wall roof beam end caps and any underlayment.~~

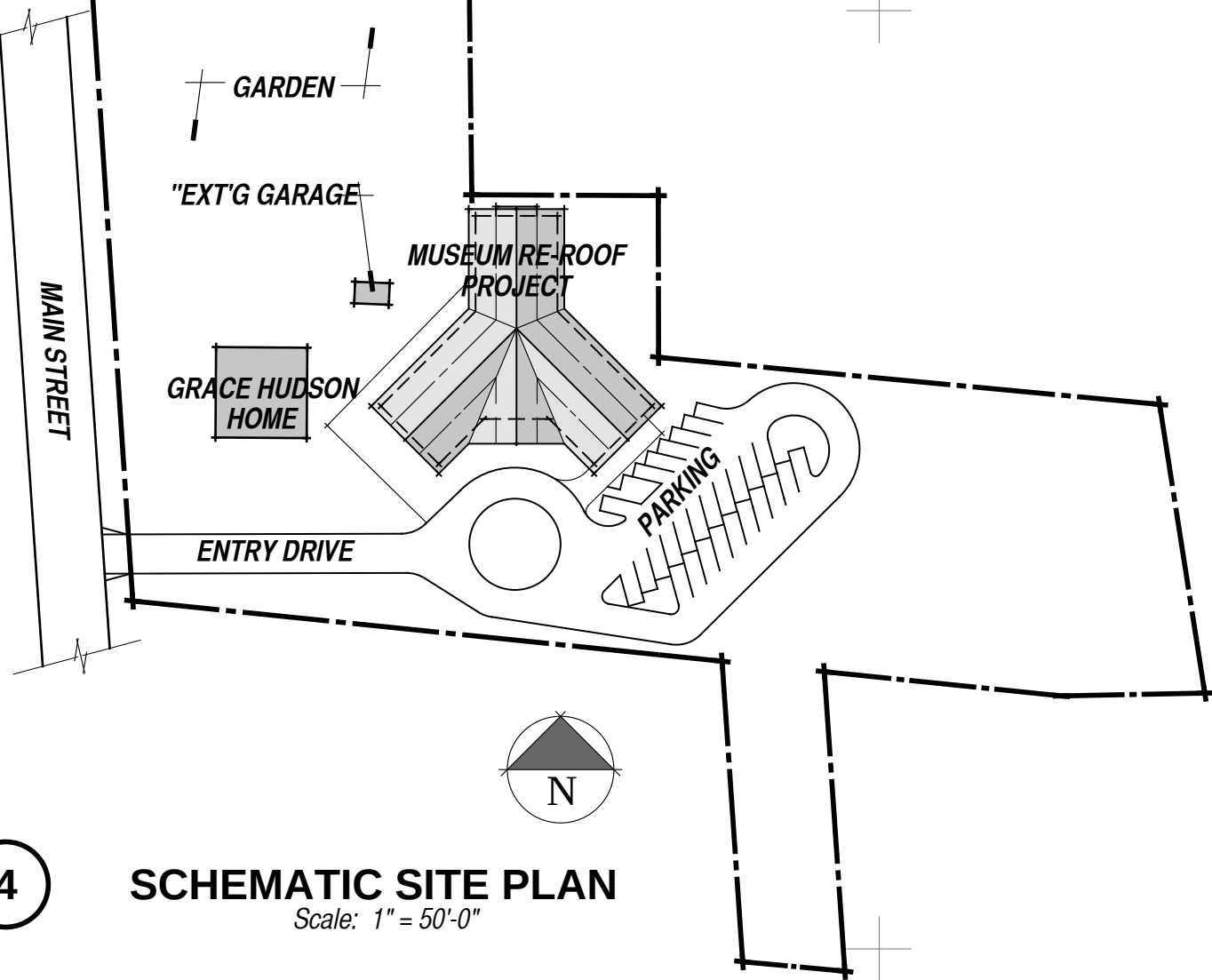
~~2. Any existing roofing material removed from the existing roofing intended for re-use must be inspected and approved in writing by a Garland Representative and approved by the City of Ukiah prior to re-replacement of the new roofing materials. Storage of any on site materials shall be coordinated with the Museum and City of Ukiah in a secured location as approved by the Museum and the City of Ukiah in accordance with the requirements of the Project Specifications and Contract Documents.~~

~~3. All damage to the (E) Garland R-Mer Seal on the roof decking, (penetration holes, cuts, rips, tears and loose dis bonded material) shall be repaired, inspected and approved by a Garland Representative and the City of Ukiah for use as a temporary waterproofing during the re-roofing construction prior to the re-application of any new roofing materials. All roofing materials and roof beam end caps shall be applied in accordance and compliance with the project plans, details and specifications.~~

7 DESCRIPTION OF WORK

- HIDDEN LINE (BELOW OR ABOVE)
- #--- GRID LINE
- ==#--- DETAIL CUT w/ DRWG & PAGE
- ▲#--- SECTION ELEVATN w/ DRWG & PAGE
- #--- DATUM LINE / POINT
- #--- SECTION CUT w/ DRWG & PAGE
- #--- ELEVATION VIEW w/ DRWG & PAGE
- #--- ACCESSIBLE or EXITG PATH
- #--- MASONRY / CONC WALL
- #--- DEMO EXISTG WALL
- #--- EXISTG WALL
- #--- NEW WALL
- #--- PARTIAL HEIGHT WALL
- #--- WALL WITH WINDOW
- #--- WALL WITH DOOR
- #--- FACE-OF-STUD TO FACE-OF-STUD
- #--- FACE-OF-STUD TO CENTER LINE OF STUD
- #--- FACE-OF-STUD TO FACE OF FINISH

5 DRAWING SYMBOLS



4 SCHEMATIC SITE PLAN

Scale: 1" = 50'-0"

1. Remove all the existing standing seam roofing, trim, flashing, gutters, downspouts, hat channels and FR-10 fabric down to the Garland R-Mer Seal on the existing roof plywood decking. Discard all roofing materials with the exception of the hat channels and roof gutters which will be evaluated for possible re-use after inspection and approval from a Garland Representative and the City of Ukiah. Remove all the gable wall roof beam end caps and any underlayment.
2. Any existing roofing material removed from the existing roofing intended for re-use must be inspected and approved in writing by a Garland Representative and approved by the City of Ukiah prior to re-replacement of the new roofing materials. Storage of any on site materials shall be coordinated with the Museum and City of Ukiah in a secured location as approved by the Museum and the City of Ukiah in accordance with the requirements of the Project Specifications and Contract Documents.
3. All damage to the (E) Garland R-Mer Seal on the roof decking, (penetration holes, cuts, rips, tears and loose dis bonded material) shall be repaired, inspected and approved by a Garland Representative and the City of Ukiah for use as a temporary waterproofing during the re-roofing construction prior to the re-application of any new roofing materials. All roofing materials and roof beam end caps shall be applied in accordance and compliance with the project plans, details and specifications.

CONTACT	
Project Name	Grace Hudson Museum / Re-Roof
Project Address	431 South Main Street Ukiah, CA 95482
APN	002-281-26 & 27
Zoning	PF-Public Facility
Permitting Agency	City of Ukiah / Building & Code Enforcement Services 300 Seminary Avenue Ukiah, CA 95482 Phone: (707) 463-6206

REVISION DATE:
1. 01/26/2023
2. 02/23/2023

CODE ANALYSIS	
Building Code Edition	CBC 2019
Construction Type	Type V-B Sprinklers (Built as V-N w/ Sprinklers)
Roof Rating	Class "A"
Energy Compliance	Nonresidential Compliance Manual 2019 Building Envelope - Additns & Altertns Page 3-76C Roofs (100%) Replacement & o/ (2,000) sqft R14 for Climate Zone 2 "E" Roof Data Exposed Deck Area (4" ave) below metal Vapor Barr (1/2") Plywd (3/4") Air Space (2") (3") Wood-Lox Deck Roof w/ Attic Fiberglass Batt
	R-0.9 R-0.2 R-0.6 R-0.8 R-10 R-3.5 R-15.2 R-30

UTILITY & SUPPORT	
Fire District	Ukiah Valley Fire Protection District (707) 462-2918
School District	Ukiah Unified School District (707) 472-5000
Utilities	City of Ukiah Utilities Department

BUILDING DATA	
"E" Building Area	(~11,137) sqft
First Floor	
Re-Roof Area	(~14,144) sqft (Contractor to Verify)

DEFERRED SUBMITTALS	
Deferred Submittal	1. Insulation Upgrade by Apperson Energy 2. Wind Calculation for Fasteners by D. Jankowski PE 3. Metal Roofing Shop Drawings by Contractor

COST DATA	
Architect's Estimate	\$390,000

PLUMBING FIXTURE DATE	
EXIST'G REMOVED	NEW ADDED
Water Delivery Fixture	(0) (0)

2 PROJECT DATA

ATTACHMENTS

(n/a)

DRAWING SHEETS

- A1.1 PROJECT DATA
- A1.2 PROJECT PHOTOS
- A1 ROOF PLAN, BLDG SECTIONS, & DETAILSs

SUMMARY OF WORK:
The project consists of removal and replacement of the existing steel standing seam roofing system, gutters, downspouts and gable wall roof beam end caps. The new replacement roofing shall consist of a completed Class (A) Fire Rated roofing assembly consisting of a factory finished preformed steel standing seam metal roofing system on the existing combustible plywood roof deck with a new 1/2" Dens Deck Board covered with a 40 mil minimum high temperature peel and stick underlay suitable for vertical applications at curbing and parapet walls. The new manufactured standing seam metal roofing system shall incorporate 22 gauge steel roofing panels, hat channels, clips, perimeter flashing and trim, roof penetration flashing, and counter flashing, ridge caps, valley and ridge trim assemblies, eave closures assemblies, eave drip stiffeners, coping / rake trim, gutters with expansion joints, down spouts and all miscellaneous sheet metal flashing / trim, closure foam, sealants and fasteners to complete a waterproof Class (A) fire rated roofing assembly. New gable wall roof beam end caps shall be fabricated from sheet metal stock from the roofing manufacture of the same gauge and finish coatings and color of the standing seam roof system and reinstalled in accordance to the project sheet drawings.

1 SHEET INDEX

REVISION DATE:
1. 01/26/2023



◆ DATE
7 / 27 / 2020

▲ REVISIONS

● PAGE

A1.1

PRINTER TRIM SHEET AFTER STAPLING INTO DRAWING SET



8 EAVE SOFFIT DETAILS



4 NORTH GABLE



7 WEST GABLE FASCIA DETAIL



3 WEST GABLE



6 EAST GABLE FASCIA DETAIL



2 EAST GABLE



5 ENTRY BEAM & FASCIA DETAIL



1 SOUTH ENTRANCE

FIELD CUT AS NEEDED

WRAP (2) SIDES, TOP, & END CAP W/ PEEL-N-STICK GARLAND (02.9M) MATCH ROOF COLOR APPROVED

FULL DEPTH OF BEAM MIN. OK TO BE LONGER

HEM VENT EDGE ALSO

HEM'D EDGE TYR

ROCKING CAP TO SIDES & WRAP W/ GUTTER TAPE BETWEEN

C BEAM WRAP VIEW LOOK'G DOWN

B SIDEVIEW END CAP SECT.

A TOP VIEW SECT.

5/31/21

SCALE: NOT TO SCALE

PB 1 OF 2

OSC SAW FASCIA TO FIT PEEL-N-STICK W/ D.P. & EXT MBT CAP (1/4") JOBB MIN. DON'T OVER CUT APPEARANCE

QUALITY REQ. TAPE & GUTTER BROWN

FASCIA

OUTRIGGER

DREMEL

Corded, Oscillating Tool Kit, 120 V AC, 3.5 A, 14 1/4 in Tool Length

Item # 491N39

UNSPSC # 27112704

Mfr. Model # MM35-01

Catalog Page # 724

Country of Origin: Mexico. Country of Origin is subject to change.

Dremel corded oscillating tools have a Quick-Fit mounting interface to accept Dremel blades and other blades that are oscillating interface system (OIS) compatible. The Quick-Fit mount speeds blade changes by allowing open-back blades to slide in when the clamping screw is [View More](#)

☐ Compare this product

TWO PIECE - ROOF BEAM END CAP OPTION (5/3/2021)

FABRICATION - ROOF BEAM END CAPS - GABLE WALLS

A. Gable wall roof beam end caps shall be fabricated from Garland 22-gauge G-90 Galvanized Steel R-Mer SS Sheet Stock.

1. ASTM A 653/A 653M G-90 galvanized steel.

2. High gloss, factory painted Kynar 500 fluorocarbon Mocha finish to match R-Mer Span Roof Panels of same type kind and quality.

B. Top, sides and end of all exposed gable roof beam ends shall be covered with Garland R-Mer Seal or approved equivalent vertically applied peel and stick underlayment with mechanical anchorage as required and specified by the manufacture prior to the application of the roof beam end caps.

C. Shop drawings for all roof beam end caps must be submitted, reviewed and approved by the City of Ukiah or approved City Representative prior to the fabrication of the remaining roof beam end caps.

D. One roof beam end cap mock up shall be installed and approved by the City of Ukiah or approved City Representative prior to the fabrication of the remaining roof beam end caps.

REVISION DATE:

1. 01/26/2023



◆ DATE

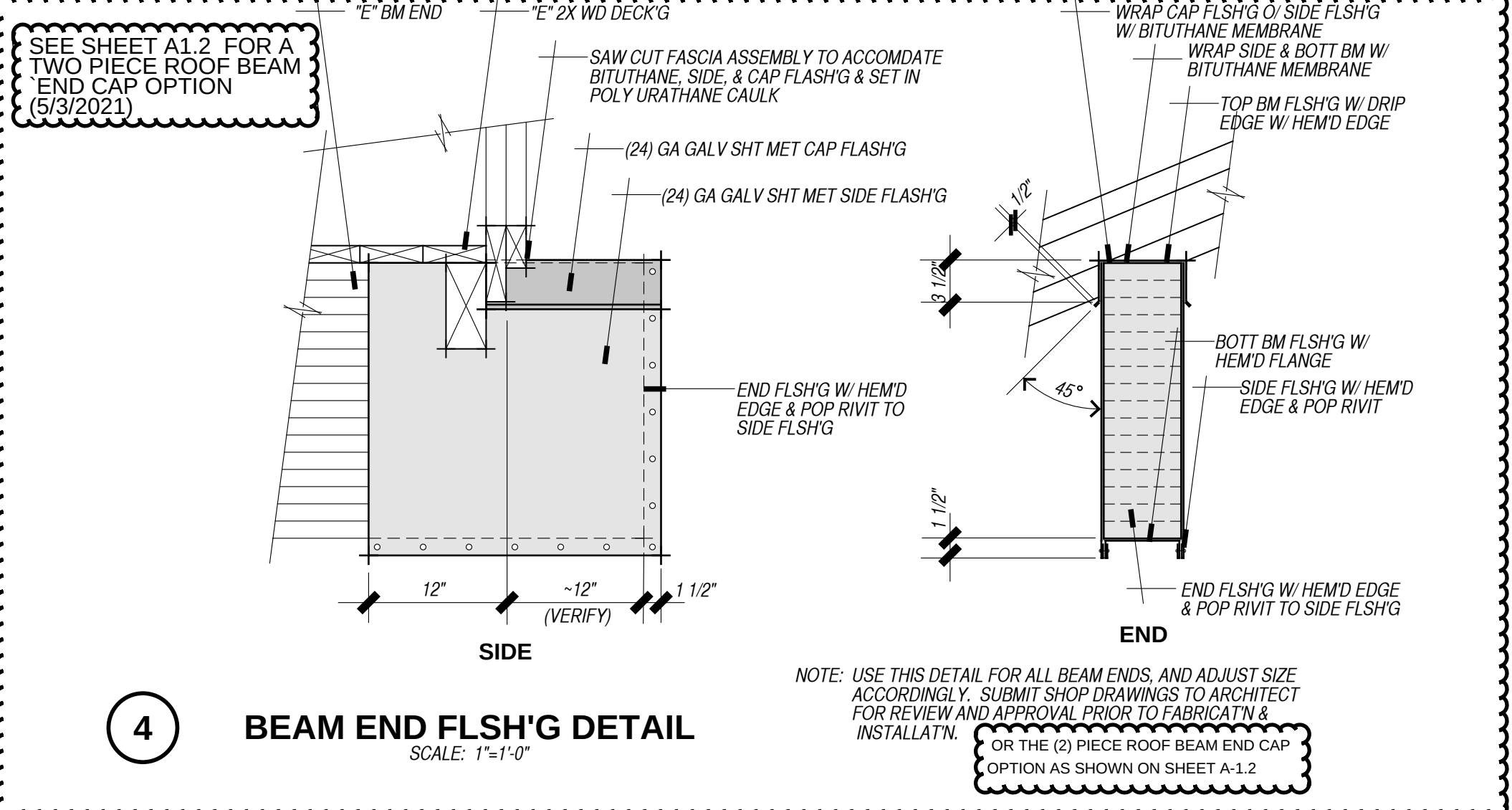
7 / 27 / 2020

▲ REVISIONS

● PAGE

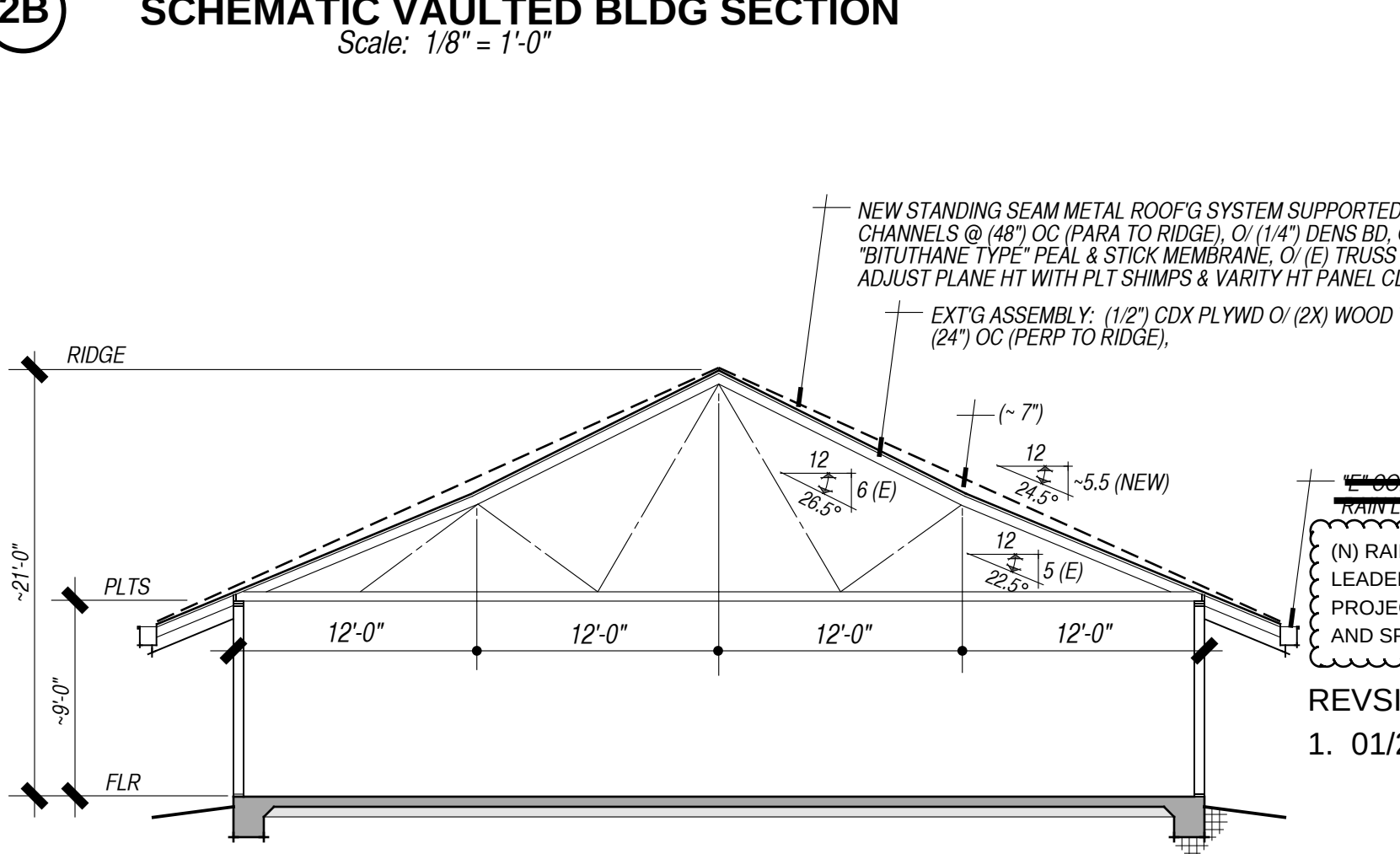
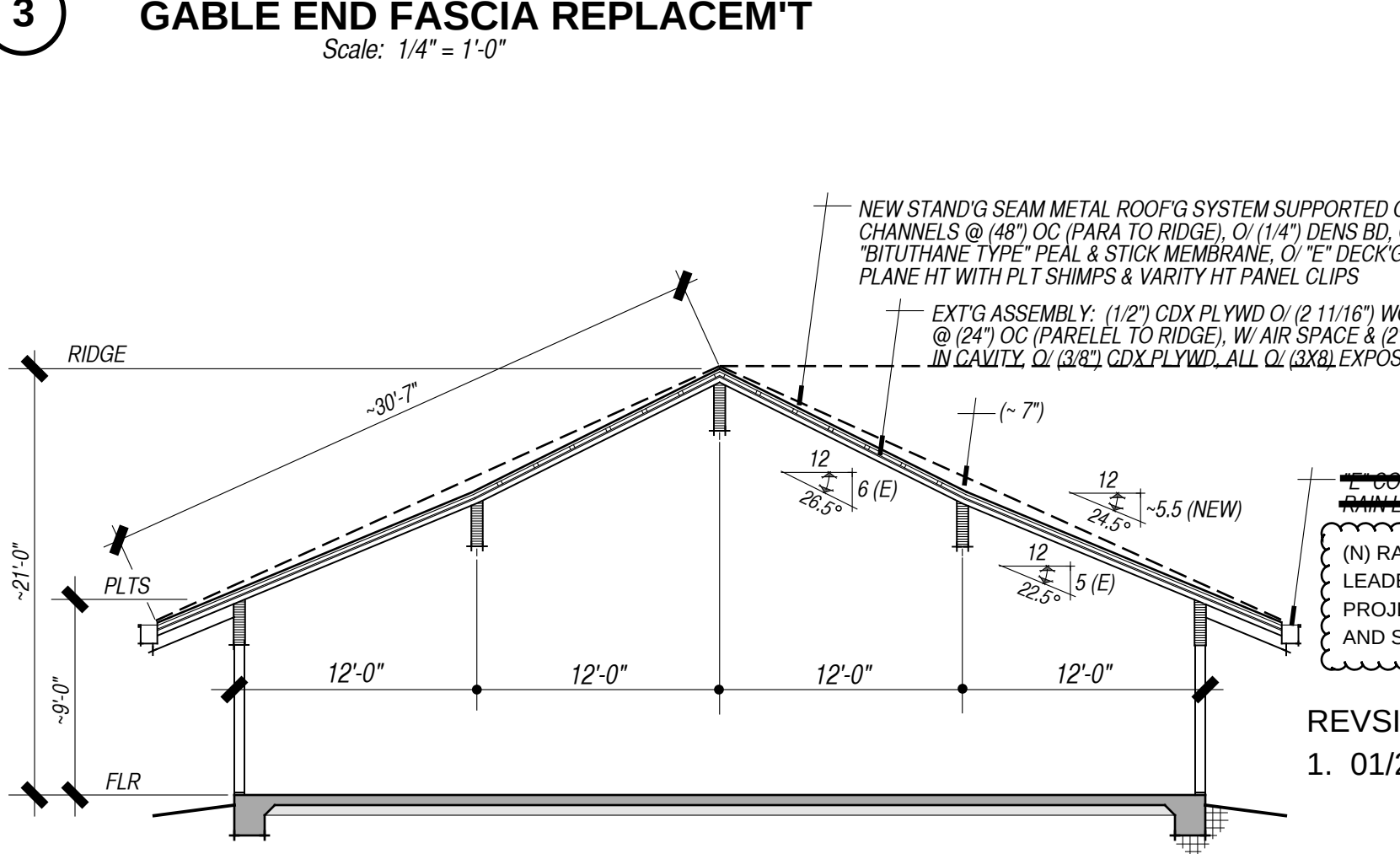
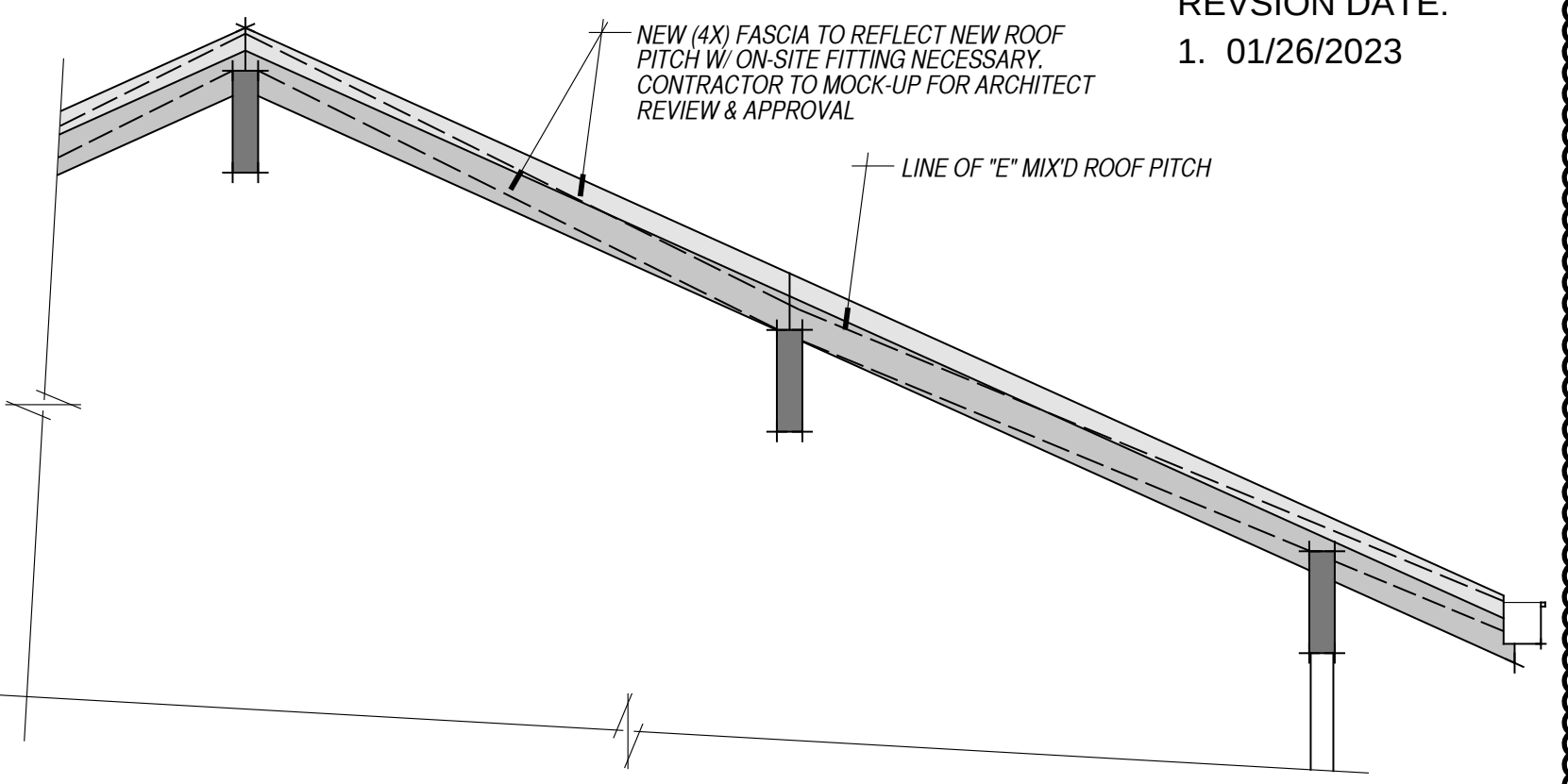
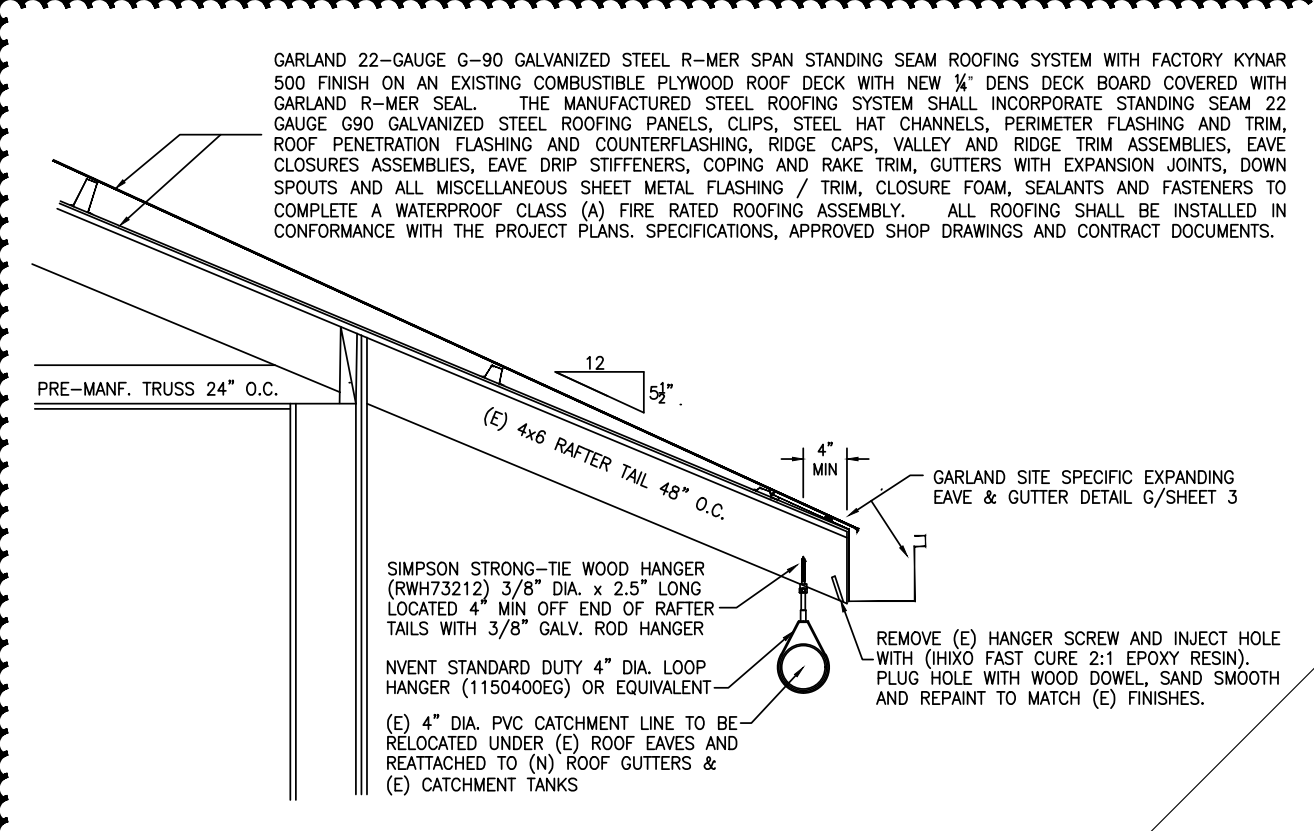
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PRINTER TRIM SHEET AFTER STAPLING INTO DRAWING SET



THE (E) SKYLIGHT & SKYLIGHT OPENING REQUIRES NEW 14" TALL WOOD FRAMED PERMETER 2x6 CRIPPLE WALLS, 2x6 RAKE END WALLS AND A NEW WOOD FRAMED ROOF WITH 3x6 LONGITUDINAL ROOF RAFTERS 24" O.C. TO SUPPORT A MINIMUM ROOF DESIGN LOAD OF 10 psf DEAD LOAD AND 20 psf LIVE ROOF LOAD. ROOF & WALL FRAMING SHALL BE SHEATHED WITH 15/32" EXPOSURE 1 GRADE PLYWOOD, COVERED WITH GEORGIA PACIFIC 1/4" MIN. DENS DECK PRIME BOARD AND GARLAND R-MER SEAL PRIOR TO THE APPLICATION OF (N) ROOFING HAT CHANNELS, GARLAND R-MER SPAN ROOFING PANELS, TRIM AND FLASHING PER THE PROJECT PANS & SPECIFICAITONS. SPECIFIC FRAMING AND CONNECTION DETAILS FOR THE (N) KSYLIGHT ENCLOSURE WILL BE PREPARED AS A DEFFERD SUMBITAL AFTER THE (E) STANDING SEAM ROOFING HAS BEEN REMOVED AND THE (E) AS BUILT ROOF RAMING AT THE SKYLIGHT OPENING HAS BEEN VERIFIED AND DOCUMENTED.

REVISION DATE:
1. 01/26/2023



(E) SOUTHWEST MECHANICAL VENT CURBING BOX TO BE RELOCATED 36" DOWNSLOPE FROM TOP OF RIDGE TO THE UP-SLOE FACE OF CURBING TO ACCOMODATE THE UPPER VALLEY PAN & UPPER ROOFING PANELS PER GARLAND CURBING DETAILS CURB 1.1 THROUGH CURB 1.5 & CURB 2.1 THROUGH CURB 2.3. REPAIR EXISTING OPENINGS IN ROOFING DECK WITH EXP 1 GRADE PLYWOOD SHEATHING OF SAME THICKNESS AND GRADE. REPAIR GARLAND R-MER SEAL AT RELOCATION AREA AS REQUIRED.

REVISION DATE:
1. 01/26/2023

GABLE ROOF ENDS REQUIRE A GARLAND SITE SPECIFIC LEDGER ANGLE DETAIL TO SUPPORT THE RAKE TRIM CLIPS 24" O.C.

REVISION DATE:
1. 01/26/2023

(E) NORTHEAST MECHANICAL VENT CURBING LOCATION TO REMAIN. INSTALL UPPER VALLEY PAN, ROOFING PANELS & CURBING FLASHING PER GARLAND CURBING DETAILS CURB 1.1 THRU CURB 1.5 & CURB 2.1 THRU CURB 2.3.

REQUIRES A GARLAND SITE SPECIFIC DETAIL FOR A MULTI COMBINATION VALLEY AND RIDGE LINE CAP DETAIL WITH CLOSURE DETAILS

REVISION DATE:
1. 01/26/2023

(E) SOUTHEAST MECHANICAL VENT CURBING BOX TO BE RELOCATED 36" DOWNSLOPE FROM TOP OF RIDGE TO THE UPSLOPE FACE OF CURBING TO ACCOMODATE THE UPPER VALLEY PAN & UPPER ROOFING PANELS PER GARLAND CURBING DETAILS CURB 1.1 THROUGH CURB 1.5 & CURB 2.1 THROUGH CURB 2.3. REPAIR EXISTING OPENINGS IN ROOFING DECK WITH EXP 1 GRADE PLYWOOD SHEATHING OF SAME THICKNESS AND GRADE. REPAIR GARLAND R-MER SEAL AT RELOCATION AREA AS REQUIRED.

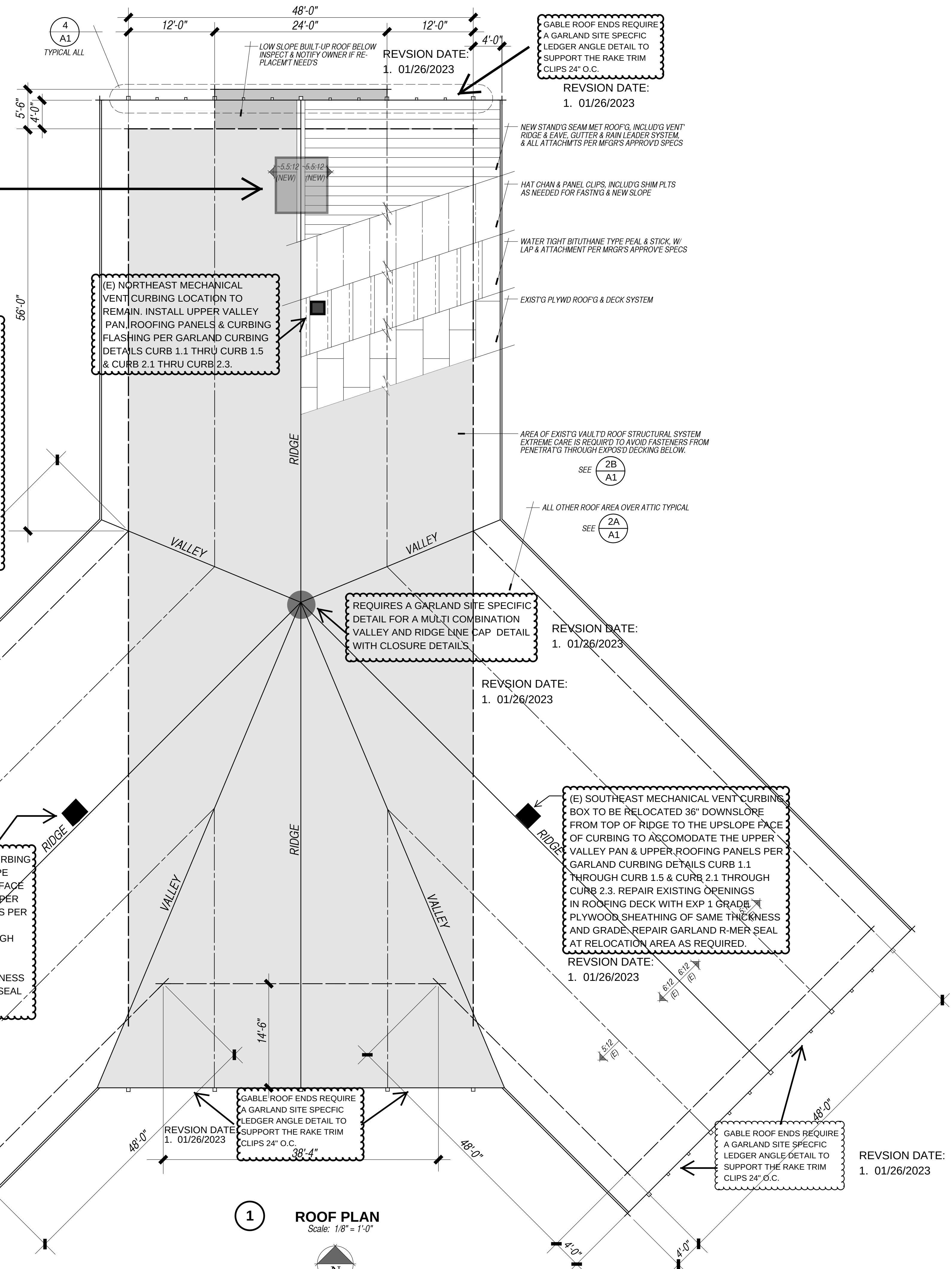
REVISION DATE:
1. 01/26/2023

GABLE ROOF ENDS REQUIRE A GARLAND SITE SPECIFIC LEDGER ANGLE DETAIL TO SUPPORT THE RAKE TRIM CLIPS 24" O.C.

REVISION DATE:
1. 01/26/2023

GABLE ROOF ENDS REQUIRE A GARLAND SITE SPECIFIC LEDGER ANGLE DETAIL TO SUPPORT THE RAKE TRIM CLIPS 24" O.C.

REVISION DATE:
1. 01/26/2023



**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
GRACE HUDSON MUSEUM ROOF REPLACEMENT – NEGOTIATED CONTRACT**

Specification No. 23-04

San Francisco Roofing
Name of Bidder Services, Inc. Business Phone _____
Business Address _____
Place of Business _____

Contractor's License No. _____
License Expiration Date 12/31/2024
Classification Type C-39

Department of Industrial Relations Public Works Contractor Registration Number: _____

The undersigned Bidder submits this Proposal and binds itself on award by the City of Ukiah under this bi to execute a Contract in accordance with its Bid and, Contract Documents, The Contract Documents, including but not limited to the Notice to Bidders, Instructions to Bidders, Form of Agreement. General Conditions, Technical Specifications, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranted required thereby are hereby affirmed.

This offer shall be irrevocable for a period of sixty (60) days after the date on which bids are opened.

The undersigned Bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Proposals, other than that requested, may render the bid non-responsive.

The undersigned Bidder declares that only persons or parties interested in this Proposal as principals are those named herein that this Proposal is made without collusion with any other person, firm, or corporation; that Bidder has carefully examined the location of the proposed work, the attached Form of Agreement, the Contract Drawings, the Special Provisions and other Contract Documents; and agrees that, if this Proposal is accepted that it will,

- 1) contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the Agreement herein contained
- 2) to provide all necessary machinery, tools, apparatus and other means of construction;
- 3) to do all the Work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according the requirements of the Engineer, as therein set forth;
- 5) indemnify the City against any loss or damage arising from any act of the undersigned as Contractor; and
- 6) accept as full payment therefor the prices indicated in the Bidding Schedule, including all Work modified by Addendum number _____ (IF NONE< STATE NONE).

The Bidder shall set forth for each item of Work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose in the Bidding Schedule.

The prices included within the Bidding Schedule include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance with the Contract Documents.

The names of all persons interested in the foregoing Proposal as Principals, are as follows:

_____.

If **SOLE OWNER**, sign here:

I sign as sole owner of the business named above:

If **PARTNERSHIP**, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

If **CORPORATION**, execute here:

Corporate Name: San Francisco Roofing Services, Inc.

Incorporated under the laws of the State of California

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By _____

Signature of Authorized Official

Secretary

Title

Manuel Avila Jr.

Typewritten or Printed Name

By _____

*Signature of Authorized Official**

Title

Typewritten or Printed Name

If **JOINT VENTURE**, execute here:

Joint Venture name composed of:

The undersigned certify that they sign this bid with the full and proper authorization so to do:

*Signature of Authorized Official**

Title

Typewritten or Printed Name

*Signature of Authorized Official**

Title

Typewritten or Printed Name

*If Bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If Bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the City is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

BIDDING SCHEDULE

Bidders are directed to submit firm unit and lump sum prices for all Work set forth in the Contract Documents on this Bidding Schedule.

Unit prices and lump sum prices must be entered in the appropriate spaces provided in the Bidding Schedule. Unit prices shall be multiplied by the Quantities shown and the total shall be inserted in the "Total" column.

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 all other Contract Documents and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Contract Documents, including all labor, materials, tools, equipment, services, subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, 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.

The Bidding Schedule is a summary list of all of the work required by the Contract Documents and is in no way intended to describe all items of work to be performed. Bidders must carefully examine the Contract Documents, including the Contract Drawings and the site of the work and perform such inquiries and investigations, as they deem appropriate in the formulation of their bids. All costs estimated to be incurred by Bidders must be included within one of the line items in the Bidding Schedule.

NAME OF BIDDER: San Francisco Roofing Services, Inc.
SPEC #: 23-05
PROJECT NAME: GRACE HUDSON MUSEUM ROOF REPLACEMENT

BASE BID

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	PRICE
1	Provide all necessary equipment, materials, labor and fees for roof replacement	LS	1	\$ 450,000.00

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

GRACE HUDSON MUSEUM ROOF REPLACEMENT

(Signature of Bidder) 0 _____

Business Location: _____

(The Bidder shall execute the certification of this page prior to submitting its 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 7th day of April, 20 23

Signature of Bidder, with Business Address:





CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

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

[Redacted]

[Redacted]

Date 4/7/2023

[Redacted]

(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.)

N/A

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	PORTION/ TYPE OF WORK

The Bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of its experience, skill and business standing and its ability to conduct work as completely and rapidly as required under the terms of the contract.

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Job Number	Job Name	Location	Start Date	End Date	Value	Stop Notice Filed	Lawsuits?	Liquidated Damages?	Owner	GC	GC Contact Name	Description
1900	BaySide Academy		8/19/2019	4/10/2021	\$ 207,000.00	No	No	No	San Mateo-Foster City School District	Roden Builders	Andrew Christensen	stal Roof
1907	Ukiah Fire Station		9/16/2019	9/4/2021	\$ 127,000.00	No	No	No	City of Ukiah	SF Roofing		
1909	University Mound		3/8/2019	5/26/2019	\$ 27,600.00	No	No	No	City of San Francisco	Garland	Jay Mulligan	Intance/Cleaning
1910	PGE Vault		6/27/2019	7/27/2019	\$ 12,496.00	No	No	No	PG&E	SIG Engineering	Sonny Silbo	ster proofing Miradri
1912	Walter Hays & Duveneck Roof Restoration Project		6/16/2019	9/26/2019	\$ 692,432.00	No	No	No	Monte Rio Union School District	DBS Garland	Vince Harper	stal Roof/Shingles
1913	Walter Hays & Duveneck Roof Restoration Project		6/16/2019	7/27/2019	\$ 69,020.00	No	No	No	Palo Alto Unified School District	SF Roofing	Adam	
1914	SF Westside Recycle		6/7/2021			No	No	No		JMB Construction	Colin Larkin	t Asphalt
1915	Sam Jones Hall, Pump Station 4, Pump Station 13		9/16/2019	12/11/2021	\$ 877,800.00	No	No	No		Amtz Builders	Dave Amtz	stal Roof/Torch Roof
1916	North Middle School		6/7/2020	1/2/2021	\$ 391,836.00	No	No	No		Beas Martins	Mamie Amongol	stal Roof/ TPO Roof
1917	Fire Station 92 Daly City		7/21/2019	8/11/2019	\$ 33,400.00	No	No	No	City of Daly City	SF Roofing	Jeffrey Fornesi	plings
1920	University Mound #2		12/1/2019	12/7/2019	\$ 10,000.00	No	No	No		Garland	Jay Mulligan	wer Washing
1921	Midpeninsula Open Regional Office		7/12/2020	12/18/2021	\$ 195,820.00	No	No	No		Agbayani	Cesar Tomas	stal Panels and Metal Siding
2022	Daly City City Hall			1/13/2020	\$ 3,750.16	No	No	No	City of Daly City	SF Roofing	Jeffrey Fornesi	shing in equipment
2024	Pacific District Office			4/20/2020	\$ 2,550.00	No	No	No				
2025	Marina Middle School		4/19/2020	2/12/2022	\$ 654,300.00	No	No	No	SPUSD	Amtz Builders	JP Vanzee	w Single ply Roof
2026	Muni Roebuck		12/17/2019	8/22/2020	\$ 7,690.00	No	No	No		Roebuck	Ruini Murphy	ters, Window Flashing
2027	Alternative Education High School		1/3/2021	1/21/2021	\$ 96,000.00	No	No	No		Roden Builders	Andrew Christensen	stal Roofs
2028	Carimont High School		3/3/2020	5/14/2020	\$ 25,500.00	No	No	No	Sequoia HSD	SF Roofing	Jay Newman	rch in Conduits
2029	Petaluma Jr. High School		4/26/2020	7/2/2020	\$ 398,500.00	No	No	No	Petaluma City SD	SF Roofing	Lisa Delis	Single Ply Roof
2030	James Ranch		5/17/2020	6/4/2020	\$ 23,700.00	No	No	No		Agbayani	Cesar Tomas	Two ply Torch repair work
2031	Novato High School		6/28/2020	1/7/2021	\$ 491,000.00	No	No	No		Grey Stone West	Shane Copeland	Shingle Roof, TPO roof
2032	Fire Station 37					No	No	No				
2033	APA Charter School		6/14/2020	8/27/2020	\$ 205,000.00	No	No	No		Telexu Construction Managem	Norine Bruno	Metal Roof and Single Ply
2034	250 Baden Ave		10/4/2020	(Don Active)	\$ 1,400,000.00	No	No	No		Zone 4 Construction	Ricardo Espinoza	Wall Panels
2035	Sonoma Clean Water		6/21/2020	7/9/2020	\$ 10,800.00	No	No	No		Agbayani	Cesar Tomas	Flashing in new units
2036	South East Water		1/13/2022	7/7/2022	\$ 92,500.00	No	No	No		BCI	Eric Van Slyke	Two ply Asphalt roof
2037	Sheridan Elementary School		9/13/2020	11/11/2021	\$ 66,000.00	No	No	No		Wickman	MJ Tacoban	Install new metal flashing
2038	Western Motel		9/27/2020	10/15/2020	\$ 21,000.00	No	No	No		Sday	Friday Ignacio	Fix Leaks
2039	F St Pump Station		9/30/2020	9/24/2020	\$ 46,800.00	No	No	No	City of Daly City	SF Roofing	Joshua Cosgrove	2 ply Modified roof
2040	Marine Middle School Repairs		8/23/2020	10/15/2020	\$ 60,332.00	No	No	No		Garland	Jay Mulligan	Remove wet areas and install like kind roof
2041	Sonoma County Fire Station #8		10/18/2020	1/7/2021	\$ 81,000.00	No	No	No		Garland	Vince Harper	Metal Panels
2042	Clear Lake (Yuba City Community College)		11/29/2020	5/14/2021	\$ 43,000.00	No	No	No		DBS Garland	Vince Harper	Repair metal panels
2043	Garden View Apartments		11/1/2020	11/20/2020	\$ 3,200.00	No	No	No		Galeo Paving	Lee Pellicciotti	Patch conduits
2144	Windsor Middle School		11/27/2021	9/23/2021	\$ 412,000.00	No	No	No		DBS Garland	Vince Harper	Two ply torch system
2145	St Francis SQ Apartments		1/3/2021	1/14/2021		No	No	No				
2146	Silicon Valley Clean Water		2/28/2021	3/11/2021	\$ 16,000.00	No	No	No		DBS Garland	Adam Paville	Install new gutter
2147	SLVUSD Gutters		3/21/2021	5/20/2021	\$ 40,200.00	No	No	No	SLVUSD		John Bergquist	Install new gutters
2148	Harbor Shelter		4/11/2021	4/22/2021	\$ 2,726.53	No	No	No		Roden Builders	Matthew Walker	Install flashing
2149	Konkoti School District		5/23/2021	12/2/2021	\$ 354,500.00	No	No	No		DBS Garland	Vince Harper	New Asphalt roofing system
2150	Old Adobe Elementary		6/6/2021	12/16/2021	\$ 340,000.00	No	No	No		DBS Garland	Vince Harper	New Metal Roof
2151	Hillsdale Pavers		4/18/2021	2/24/2022	\$ 23,220.00	No	No	No		Zone 4 Construction	Ricardo Espinoza	Pavers
2152	Alexander Rose Elementary School		5/16/2021	9/30/2021	\$ 736,000.00	No	No	No		Kitchell CEM	Stephen Goltiao	New single ply roof and new coating roof
2153	Potrero Hills		8/15/2021	11/24/2021	\$ 79,000.00	No	No	No	Potrero Hill Neighborhood House		Edward Hetter	New Shingle Roof
2154	Burbank Hill SRJC		5/2/2021	11/4/2021	\$ 60,800.00	No	No	No		DBS Garland	Vince Harper	New Copper gutters
2155	BaySide Noise Migration			4/10/2021	\$ 32,000.00	No	No	No		Garland	Jay Mulligan	Repair Work
2156	Crane Cove Park		8/1/2021	7/7/2021	\$ 201,000.00	No	No	No		Wickman	Jorge Flores	New Hot Asphalt Roof
2157	Ozama High School		8/1/2021	11/4/2021	\$ 22,500.00	No	No	No		Roden Builders	Matthew Walker	Patch in new conduits
2158	Ambassador Hotel		3/6/2022	In Progress	\$ 348,000.00	No	No	No		DHH Construction	Alvin Seachoo	New Single ply Roof
2159	Marina Library		9/26/2021	2/17/2022	\$ 160,000.00	No	No	No		Buhler Commercial	Eric Skyta	Repair perimeter roofing
2160	299 s Hill Blvd		9/5/2021	9/23/2021	\$ 8,140.00	No	No	No	Zach Eisenberg	(Residential Home)		Home roof repairs
2161	Konkoti Repairs		7/11/2021	9/23/2021	\$ 53,600.00	No	No	No		Climatec	Laurie O'Brien	Flash in new units
2162	Mary Elizabeth Inn		11/28/2021	4/14/2022	\$ 150,000.00	No	No	No	Mary Elizabeth Inn	SF Roofing	Dion Roberts	Install new two ply roofing system
2163	Hudson Park		10/10/2021	10/21/2021	\$ 3,117.13	No	No	No	Ukiah City			
2164	Ukiah Water Treatment Plant		11/7/2021	2/17/2022	\$ 56,500.00	No	No	No	Ukiah City		Mary Williamson	
2165	Madeline ES		10/17/2021	10/28/2021		No	No	No				
2166	Pox Teli Golf Course		11/7/2021	4/21/2022	\$ 175,200.00	No	No	No	Rohnert Park	SF Roofing	Terrie Zwilling	Flood Coat on metal roof
2167	Live Oak		10/31/2021	11/24/2021	\$ 24,500.00	No	No	No	Live Oak School District		Chip Odum	
2168	Shotwell		10/24/2021	1/20/2022	\$ 3,950.00	No	No	No		Zone 4 Construction	Ricardo Espinoza	Install new two ply roofing system
2169	Oakland Waste Management		2/20/2022	In Progress	\$ 7,500.00	No	No	No		Oakland Waste Management	Ovaldo	New gutters and repair Metal roof
2170	Van Dyke Warehouse		11/14/2021	12/23/2021	\$ 35,000.00	No	No	No	David Eisenberg	(Residential Home)		Flashing in new curbs
2171	Terra Nova					No	No	No				Roof Repair
2172	City Hall Rohnert Park		12/5/2021	12/30/2021	\$ 38,053.35	No	No	No	City of Rohnert Park			
2173	Fire Station 34 and 35		7/17/2022	In Progress	\$ 42,800.00	No	No	No	City of San Rafael	Wickman	Jorge Flores	New Metal Roof
2274	Alameda Creek		5/8/2022	Canceled	\$ 36,000.00	No	No	No		Anvill Builders	Ria Schwalbe	New Kemper roofing systme
2275	Jefferson ES		3/27/2022	4/7/2022	\$ 52,000.00	No	No	No	SPUSD	SF Roofing	Gloia Suplick	Coat metal roofs
2276						No	No	No				
2277	San Mateo County Job Order		7/24/2022		\$ 35,117.37	No	No	No	San Mateo County		Vernon Jones	
2278	Garfield ES		5/15/2022	8/18/2022	\$ 64,300.00	No	No	No		Roden Builders	Andrew Christensen	Install downspouts
2279	East Bay Mud		3/6/2022	3/24/2022	\$ 11,500.00	No	No	No				
2280	Tamalpais		3/13/2022	3/24/2022	\$ 948.00	No	No	No				
2281	South East Community Facilities		4/17/2022	5/5/2022	\$ 46,500.00	No	No	No		Buhler Commercial	Eric Skyta	Gutters
2282	Fairlands PUSD		7/31/2022	8/25/2022	\$ 759,000.00	No	No	No		Amtz Builders	JP Vanzee	New Metal Roofs
2283	Analy High School		6/5/2022	8/13/2022	\$ 110,000.00	No	No	No	WSCUSD		Jennie Bruneman	New Two ply Roofing system
2284	Westlake Melli		4/17/2022	6/2/2022	\$ 36,000.00	No	No	No		Zone 4 Construction	Ricardo Espinoza	Flashing in new curbs
2285	E-Bay Building #5		5/8/2022	7/7/2022	\$ 235,500.00	No	No	No	EBAY		David Van Deren	Overlay single ply roofing system
2286	Landmark ES		6/5/2022	In Progress	\$ 32,000.00	No	No	No	PVUSD		Ian Goldspink	Install new wall panels, new single ply roof
2287	Round Valley HS		6/26/2022	In Progress	\$ 810,000.00	No	No	No		Kirby Construction	Joe P	New Shingle roofs
2288	E-Bay Building #7		5/29/2022	10/20/2022	\$ 330,000.00	No	No	No	EBAY		David Van Deren	Overlay single ply roofing system
2289	Joaquin Miller Community Center		8/29/2022	3/23/2023	\$ 137,000.00	No	No	No	City of Oakland	Garland DBS	Doug Clark	Shingle Roof
2290	Rainbow Rec Center		9/11/2022	In progress	\$ 39,400.00	No	No	No		Garland DBS	Doug Clark	Coating
2291	Hope Church		8/14/2022	8/20/2022	\$ 16,100.00	No	No	No				
2292	Eastbay Dischergers Authority		10/23/2022	In Progress	\$ 226,500.00	No	No	No		Garland DBS	Doug Clark	2 ply cold adhesive
2293	Scott House		10/9/2022	10/29/2022		No	No	No				
2294	SRJC Building 600		10/23/2022	In progress	\$ 140,200.00	No	No	No	Santa Rosa Junior College	Garland DBS	Vince Harper	Metal Roof
2295	Park Elementary School		summer 2023		\$ 933,000.00	No	No	No		SF Roofing	Brian Rasmussen	Single Ply Roofing System
2296	Golden Gate Golf Course					No	No	No				
2297	Hayward Switch Gear		2024			No	No	No		Biotta Construction		
2298	Fire Department Work					No	No	No	San Francisco Fire Department			
2299	Citrus Pumpstation					No	No	No				
23100	Mobile Kitchen					No	No	No				
23101	T&M Work		1/8/2023			No	No	No				

23102	Marina Community Center		In Progress	No	No	No	City of San Leandro	Garland DBS	Doug Clark		Roof Coating
23103	South City High School		\$ 81,500.00	No	No	No	S.F. Unified School District	SF Roofing	Manny Avila		Tremco Torch System
23104	Rubecon Work			No	No	No		Rubecon Builders			Hot Asphalt
23105	Walnut Grove Elementary			No	No	No	Pleasanton Unified School District	Artzn Builders	JP Vanzee	7	Single Ply Roofing System
23106	Brookhill Elementary			No	No	No	Santa Rosa Elementary School District	Wright Construction	David Hamilton	7	Torch Roofing System
23107	Haehl Pavilion SRUC Haehl			No	No	No	Santa Rosa Junior College	Garland DBS	Vince Harper		Metal Roof and KEE roofing
23108											

NON-COLLUSION AFFIDAVIT

The undersigned declares:

San Francisco

I am the Secretary of Roofing Services, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/7/2023 [date], at San Francisco [city], CA [state].



v

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under the penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No X _____

If the answer is yes, explain the circumstances in the space below.

NAME OF BIDDER: San Francisco Roofing Services, Inc.

SIGNATURE OF BIDDER:  _____

Explanation, if any:

CITY OF UKIAH

CONTRACT CHANGE ORDER

ORDER NO. 1

DATE: November 7, 2023

Contract for (Description of Facility): Grace Hudson Museum Roof Replacement, Specification No. 23-05Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400To (Contractor): San Francisco Roofing, [REDACTED]

You are hereby directed to make the herein described changes from the contract plans and specifications or do the following described work not included in the contract plans and specifications:

Change requested by: Project Manager/Engineer.

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
1. Install new galvanized gutter screens on all gutters (approximately 400 LF).		\$5,030
ESTIMATED NET CHANGE IN CONTRACT PRICE		\$5,030

Justification (Detailed and Concise): These items were not included in the original bid documents. Work will improve future maintenance.The amount of the Contract will be (~~decreased~~/**increased**/~~unchanged~~) by the estimated sum of five thousand and thirty dollars (\$5,030.00).The contract total including this and previous Change Orders will be: four hundred fifty-five thousand dollars and thirty dollars (\$455,030).The contract period provided for completion will be (~~increased~~/~~decreased~~/~~unchanged~~): 0 day.

This document will become a supplement to the contract and all provisions will apply hereto.

Approved By: [Signature]
(City)11/10/2023

Date

Accepted: Ulises Avila. San Francisco Roofing Services Inc.
(Contractor) [REDACTED]11/10/2023

Date

This information will be issued as a record of any changes to the original construction contract.
--



Change Order Proposal

To:
From: Ulises Avila, SF Roofing Services Inc.
Attention: Mary Horger
Job Name: Grace Hudson Museum

- Install new Galvanized Gutter Screens on all Gutters (Approx 400 LF)

Total : Five Thousand & Thirty Dollars (\$5,030.00)
--

Authorized by: Ulises Avila

Top View

Bracket

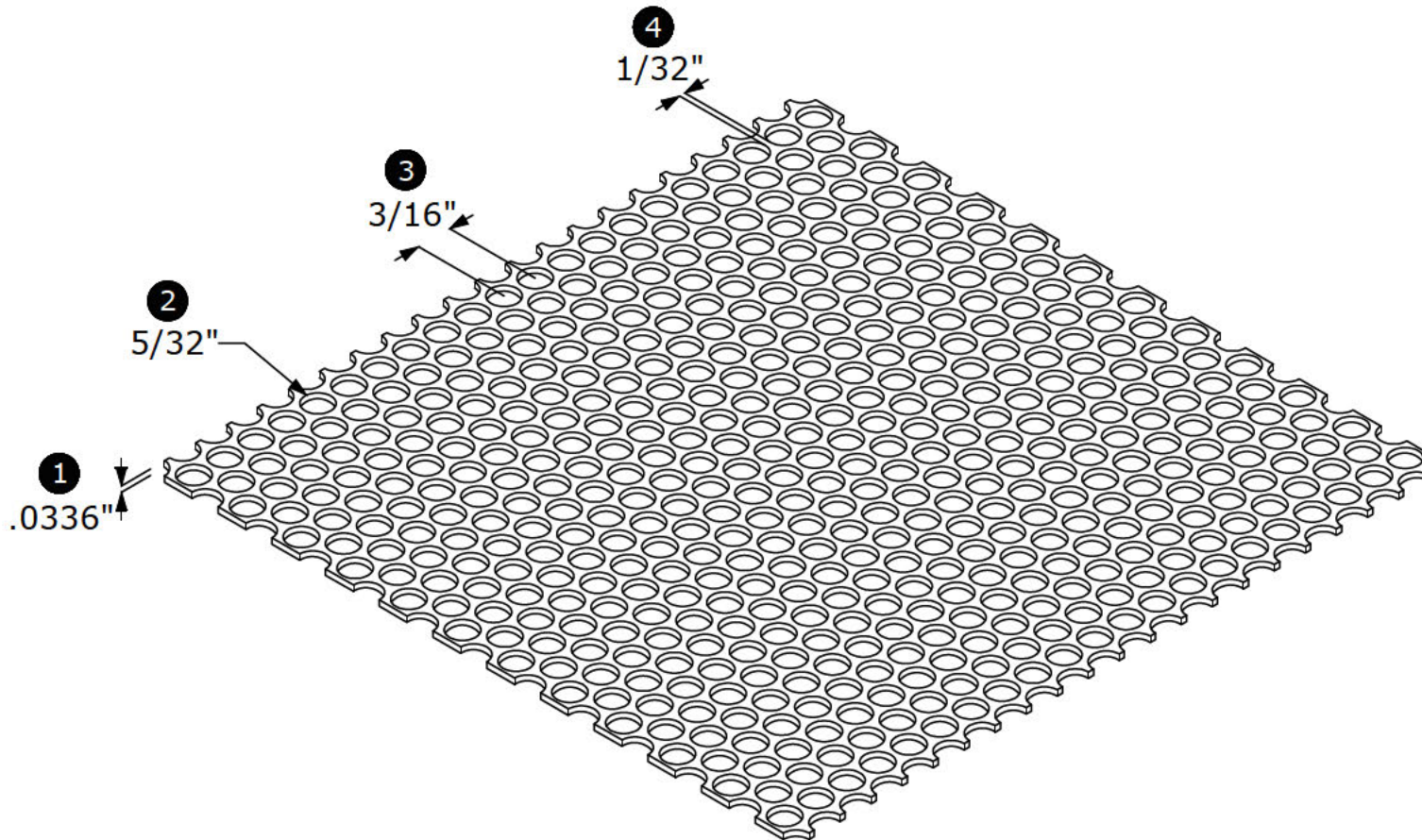
Gutter Screen Sits on Top of Gutter Brackets

Side View

#10 x 3/4" Self Drill

24" O.C.

3"



McNICHOLS CO.



McNICHOLS CO. has based these drawings on the data provided by you, and they are intended solely for visual and conceptual information purposes as part of the order process. ANY USE OF THESE DRAWINGS (INCLUDING DESIGN AND DIMENSIONS) MUST BE CHECKED BY YOUR ENGINEER TO DETERMINE WHETHER THE DRAWINGS (INCLUDING DESIGN AND DIMENSIONS) ARE ADEQUATE FOR THE INTENDED USE. McNICHOLS CO. makes no representation or warranty (express or implied) regarding such drawings and expressly disclaims all implied warranties regarding them including but not limited to any implied warranties of merchantability of fitness for a particular purpose. McNICHOLS CO. will in no event be liable for your use or the results of your use of these drawings, and you assume all risk and liability for any losses, damage, claims or expenses resulting from such use.

McNICHOLS® PERFORATED METAL

HOLE TYPE: Round
 PRIMARY MATERIAL: Galvanized Steel
 HOLE PATTERN: 5/32" Round on 3/16" Stg Ctrs
 HOLE ARRANGEMENT: 60° Staggered Centers
 PERCENT OPEN AREA: 63%
 ① GAUGE/THICKNESS: 22 Gauge (.0336" Thick)
 ② HOLE SIZE: 5/32"
 ③ HOLE CENTERS: 3/16"
 ④ BAR WIDTH: 1/32"

APPROVAL

JOB NAME:
 DATE:
 COMPANY:
 NAME:
 TITLE:
 SIGNATURE:

DRAWING INFORMATION

NOT TO SCALE

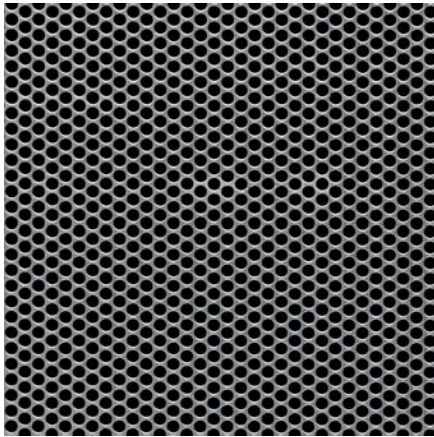
DWG NUMBER

REVISION

14533122

A

Inspired to Serve!®
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McNICHOLS® Perforated Metal

Round, Galvanized Steel, G90, 22 Gauge (.0336" Thick), 5/32" Round on 3/16" Staggered Centers, 63% Open Area, 48" x 120"

McNICHOLS® Perforated Metal, Round, Galvanized Steel, G90, Mill Finish, 22 Gauge (.0336" Thick), 5/32" Round on 3/16" Staggered Centers, 1/32" Bar Width, 32.86 Holes Per Square Inch (HPSI), Minimum Solid Margins Both Sides of Sheet Parallel to Length of Sheet, Holes Sheared Through Both Ends of Sheet Parallel to Width of Sheet, 63% Open Area

ITEM 1453312241 - 48" x 120"

ITEM SPECIFICATIONS

Item Number	1453312241
Product Line	Perforated Metal
Hole Type	Round
Primary Material	Galvanized Steel (GV)
Alloy, Grade or Type	G90 (G90)
Material Finish	Mill Finish
Gauge/Thickness	22 Gauge (.0336" Thick)
Hole Pattern	5/32" Round on 3/16" Staggered Centers
Hole Size (Diameter)	5/32"
Hole Centers	3/16"
Bar Width	1/32"
Hole Arrangement	60° Staggered Centers
Holes Per Square Inch (HPSI)	32.86
Straight Rows Parallel to	Length of Sheet
Margins Parallel to Width	Sheared Through Both Ends
Margins Parallel to Length	Minimum Solid Both Sides
End Pattern	Sheared Through Both Ends
Percent Open Area	63%
Weight	0.52 Lbs./Square Foot
Product Form	Sheet
Sizes (Width x Length)	36" x 96"; 48" x 120" (Cut Sizes Available)

ATTACHMENT 5

Please return to:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the project described as: Grace Hudson Museum Roof Replacement – Specification No. 23-05.
2. That the nature of the work was the replacement of roof and gutters.
3. That on the 9th day of February 2024, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is San Francisco Roofing Services, Inc. 2115 Jennings Street, San Francisco California 94124.
5. That the property location of work performed herein referred to is situated in the County of Mendocino, State of California, and is described as follows: Grace Hudson Museum, 431 South Main Street, Ukiah California 95482.

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

City Council Approval CITY OF UKIAH, a Municipal Corporation

_____	By: _____	_____
Date	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: Consideration and Possible Adoption of a Resolution Amending the Fee Schedule for the Planning and Building Divisions of the Community Development Department.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter, Community Development Director

PRESENTER: Craig Schlatter, Community Development Director

ATTACHMENTS:

1. 2023 Fee Comparisons with other Jurisdictions
2. Cost of Services Analysis Planning Building 2024
3. Planning-Services-Fees-2023_Final
4. 2024 Resolution Planning and Building Fees
5. 12a Presentation given at Meeting

Summary: Council will consider and possibly adopt a resolution amending the Fee Schedule for the Planning and Building Divisions of the Community Development Department.

Background: The Community Development Department currently consists of the Divisions of Planning, Building, Housing, Code Enforcement, Fire Prevention, Grants Management, and Business Licensing. Below is a brief background of the Department and how the Divisions of Planning and Building fund a portion of expenses through fees.

Background on Structural Changes to the Department: 2017-2023

Prior to 2017, the Community Development Department had historically consisted of the Divisions of Planning and Building. In December 2017, after approving the creation of a new Housing Division for the Department a couple months earlier, Council approved a plan for the major restructuring of the Department. Along with the renaming of the Department from "Community Development and Planning" to "Community Development," the restructuring was undertaken to fully integrate the Divisions of the Department- at that time the Planning, Building, and Housing Divisions- and enhance service delivery.

Over the last six and a half years, the Divisions of Code Enforcement (2020), Grants Management (2021), Fire Prevention (2022), and Business Licensing (2023) were added to the Department to further enhance this service delivery approach and bring development-related services "under one roof." Team members in each Division are cross-trained in the basic duties of the other six Divisions to eliminate silos and to emphasize the team approach to the services of the Department.

This integrated service delivery model has proven effective, enabling streamlined processing of planning and building applications, as well as improving the Department's responsiveness to customers and creating opportunities for additional customer education and improved communication. The embracing and deployment of this model by Community Development Department Staff has also, at least in part, resulted in the facilitation of additional housing units citywide and the City's earning of the ProHousing Designation.

As the Department has brought more development-related services under one roof, its overall fiscal impact to

the General Fund has also been reduced. The success of the Housing and Grants Management Divisions in securing grants and building up new programs and resources has also brought in additional revenue to offset costs, both within the Department and citywide. Although the number of staff has increased in the Department from 6 Full Time Employees (FTEs) in 2017 to 10 FTEs in 2023, because of the additional divisions and services added, multiple team members perform multiple services, spreading out costs. In comparing staffing within the planning and building divisions of 2024 to 2017, for example, the number of staff assigned primarily to those divisions has been reduced from 6 FTEs in 2017 to 5 FTEs in 2024. In this instance, Staff really is doing more with less.

Past updates to the Fee Schedule were completed by Council to the two cost recovery divisions of the Department, Planning and Building. See below for a summary.

2017 - 2023 Fee Schedule Changes to Planning and Building Divisions

- December 2017 - increase to the minimum building permit fee (note: building permit fees had not been adjusted since 2003). Council directed this building permit fee increase be an incremental first step towards a more comprehensive update to be undertaken in 2018. No changes to fees of Planning Division (note: Planning Division fees were comprehensively updated in 2016 but prior had not been updated since 2007).
- December 2018 - new building permit fee for temporary structures and second part of two-part building permit fee increase directed in 2017. No changes to fees of the Planning Division.
- January 2020 (public hearing continued from December 2019) - for the Building Division, amendments to building permit and MEP fees, plus new cost recovery hourly rate for building division, "red tag" violation fee increase, and adjustments to be in compliance with AB 1414 related to the solar permit fee. For the Planning Division, increases in the flat fee rate for minor planning permits, Director Determination, and appeals plus elimination of the Mendocino County Airport Land Use Commission referral fee, adjustments to align fees for environmental document filing with the California Department of Fish and Wildlife published rates, and increasing the fee for public appeals.

At the January 2020 meeting, Council directed Staff to undertake the next comprehensive fee review and update in five years, or by December 31, 2025, and that a CPI percentage adjustment be applied to select fees for each of the years from 2021 to 2025. Council also directed that Staff provide annual status reports to Council as to the continued appropriateness of adopted fees.

Discussion: Staff completed one of the directed CPI adjustments to the Department's hourly rate, increasing the rate from \$105/hour to \$116/hour but did not complete the CPI adjustments for 2022 or 2023. In July 2023, the City Manager directed Staff to analyze costs and revenues within the Planning and Building Divisions and make recommendations. A City Council Ad Hoc Committee, consisting of Councilmembers Crane and Orozco, was appointed by the Council in December 2023 to provide input on possible changes.

Fee Schedule Analysis Methodology

As a part of this analysis and to make recommendations, Staff utilized the following:

1. Deployment of a study to analyze the Chief Planning Manager and (former) Planning Manager's time, over an approximately three and a half month period, spent on eight different non-cost recovery activities- community zoning inquiries, developer zoning inquiries, building permit plan checks, major City-led projects, and General Plan implementation activities. The study also tracked time spent on flat fee minor site development permits and minor use permits, both level 1 and level 2.
2. Review of final costs of major site development permits and major use permits in 2022 and 2023.
3. Comparison of the Planning Division's fees to other planning divisions of jurisdictions within an approximately 100-mile radius of Ukiah (Attachment 1).

4. Cost of Services Analysis utilizing fully burdened hourly rate from the City Finance Director to calculate the actual City staff costs on select permits (Attachment 2).

5. Input from the Community Development Department Fee Schedule City Council Ad Hoc Committee.

Conclusions and Recommendations

A summary of conclusions and recommendations is below. For details, please see Attachment 3 for the Cost of Services Analysis.

Conclusion #1: Planners spent over 40% of their time on community and developer zoning inquiries not subject to cost recovery. This involved time spent at the public counter, as well as responding to questions via email and phone related to the zoning code. Although data was not tracked as to the exact nature of the inquiries, historically these types of inquiries involve basic questions about the code and often do not lead to the submittal of a project application. Planners also spent nearly 5% of their time on building permit plan checks.

Recommendation: The Department has already instituted changes in procedure to address this issue and will annually monitor to ensure the changes are effective. No additional action from Council is recommended.

Conclusion #2: Staff time costs on the processing of "Level 1" minor use permits, minor site development permits, and minor variances, including the cost of public noticing, was estimated at \$949. The current flat fee is \$500. Staff time costs in the processing of "Level 2" minor permits was estimated within the range of \$1,387-\$2,344, including the cost of public noticing, and the current flat fee is \$900. The majority of minor permits processed by the Planning Division are level 2 minor permits.

Recommendation: Eliminate "Level 1" and "Level 2" minor permits, instead having one minor permit type. Increase the amount of the flat fee for the new minor permits from \$900 to \$1,000.

Additionally, Staff is recommending Council either appoint an ad hoc or continue the work of the existing Fee Schedule Ad Hoc to explore the creation of a streamlined "ministerial" permit. Although such a permit would be envisioned to, at the minimum, take the place of former "level 1" minor permits, Staff is interested in exploring further zoning code streamlining with the ad hoc.

Conclusion #3: In 2022 and 2023, final costs on Major Site Development Permits and Major Use Permits ranged from \$5,000 to \$22,000, with the cost for the majority of projects between \$3,000 and \$8,000. Costs for other "Major" planning permits such as annexations were similar.

Recommendation: Establish one initial deposit of \$3,000 for all Major projects, subject to 100% cost recovery.

Additionally, Staff recommends Council eliminate the Department-wide hourly rate for cost recovery, instead basing the hourly rate upon the "fully burdened" hourly rate per staff position. Such rates would be updated each year within the Master Fee Schedule or as position rates change and included within the Department's published Fee Schedule.

Conclusion #4: Staff time costs for Boundary Line Adjustments, Lot Mergers, Pre-Application Conference and Review, and Director Determinations are misaligned with the fees for such services.

Recommendation: For Boundary Line Adjustments (BLAs) and Lot Mergers for non-residentially zoned parcels, Staff recommends an increase from a flat fee of \$350 to a \$500 flat fee. For Pre-Application Conferences/Reviews of more than one hour's worth of time, Staff recommends an increase from \$200 (cost recovery) to \$500 (cost recovery); and for Director Determinations, Staff recommends an increase from a \$300 flat fee to a \$500 flat fee.

Staff additionally recommends that for BLAs and Mergers undertaken on residentially-zoned parcels, the rates

for such applications remain unchanged at \$350. This results in a reduced fee to incentivize the production of infill housing, in alignment with Housing Element Implementing Program 2g: *Facilitate the consolidation of smaller, multi-family parcels by providing technical assistance to property owners and developers in support of lot consolidation*; and 3c: *Explore other policies and regulations that facilitate new infill housing development*.

Conclusion #5: Building Services Division fees are still adequate and appropriate for existing services, except the Department-wide hourly rate for cost recovery applications.

Recommendation: As noted above, Staff recommends eliminating the Department-wide hourly rate for cost recovery applications, instead basing the hourly rate upon the "fully burdened" hourly rate per staff position. With this exception, Staff recommends no other changes to the fees within the Building Services Division.

Other Recommendations

In addition to the proposed recommendations in this staff report, the Council Ad Hoc had input that Staff would like to incorporate into two additional recommendations. Specifically:

1. Staff to revise the layout of the online fee schedule posted on the webpage of the Planning Division and available at the front counter (Attachment 3) such that terms are well-explained and the information is easier to access/understand; and
2. Staff to do further research and analysis into the existing fee reduction categories (see the table within the Fee Schedule Resolution in Attachment 4, under #13) and present a report to Council with recommendations on those fee reductions. Such report would be produced for Council review within four months, or by June 30, 2024.

To move forward these recommendations, Staff recommends Council adopt the Resolution in Attachment 4 amending the Fee Schedule for the Planning and Building Divisions of the Community Development Department. Staff additionally recommends Council direct the aforementioned "Other Recommendations."

Recommended Action: Adopt Resolution amending the Fee Schedule for the Planning and Building Divisions of the Community Development Department.

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: Fee Schedule Ad Hoc; Daniel Buffalo, Finance Director

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

Fee Comparisons with Other Jurisdictions - Planning Services

Hourly Rates

Windsor	\$220.00
Fort Bragg	\$190.00
Cloverdale	\$183.00
Healdsburg	\$182.22
Ukiah	\$116.00
Eureka	\$95.00
Mendocino County	\$90.00
Willits	\$50.00
Mean	\$140.78

Note: data collected October 2023.

Fee Comparisons with Other Jurisdictions - Planning Services

Annexation

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Cloverdale	\$9,130.00	Flat Fee	Yes	Flat fee at \$9,130 then CR after fee amount reached.
Clearlake	\$6,000.00	Flat Fee	Yes	Flat fee at \$6000 then CR after fee amount reached. Plus 50% of fee for overhead.
Eureka	\$3,000.00	Deposit	Yes	
Healdsburg	\$2,534.34	Flat Fee	No	
Willits	\$2,500.00	Deposit	Yes	
Windsor	\$2,340.00	Flat Fee	No	
Lakeport	\$2,199.73	Flat Fee	No	
Ukiah	\$1,000-\$3,000	Deposit	Yes	Full CR
Fort Bragg	\$0.00	No initial deposit	Yes - T&M	No deposit but full CR

Major Subdivision

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Cloverdale	\$14,970.00	Deposit	Yes	Non-refundable deposit of \$14,970-then cost recovery; does not include subdiv map fees.
Mendocino County	\$11555+\$90/hr	Deposit	Yes	Non-refundable deposit of \$11,555-then cost recovery at \$90/hr.
Windsor	\$6389+\$28/lot	Flat fee	No	Per lot additional cost
Clearlake	\$6000+50% OH	Deposit	Yes	Non-refundable deposit of \$6,000+50% for overhead; then CR
Healdsburg	\$5,421.29	Flat fee	No	
Eureka	\$3,000.00	Deposit	Yes	
Lakeport	\$2,987.32	Flat fee	No	
Ukiah	\$1,000-\$3,000	Deposit	Yes	Full CR

T&M = time and materials

CR = cost recovery

Note: data collected October 2023.

Fee Comparisons with Other Jurisdictions - Planning Services

Minor Subdivision

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Mendocino County	\$5796+\$90/hr	Deposit	Yes	Non-refundable deposit of \$5796-then cost recovery at \$90/hr.
Healdsburg	4,541.99	Flat Fee	No	
Windsor	4,340.00	Flat Fee	No	
Clearlake	3,950.00	Flat Fee	No	
Cloverdale	3,915.00	Flat Fee	Yes	Non-refundable deposit of \$3915-then cost recovery at T&M costs.
Lakeport	2,069.62	Flat Fee	No	
Ukiah	900.00	Flat Fee	No	
Eureka	285.00	Flat Fee	No	
Fort Bragg	N/A	N/A	Yes	Full CR
Willits	N/A	N/A	Yes	CR for all costs. Additional fees for other departments.

Minor Conditional Use Permit

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Cloverdale	\$3,155.00	Deposit	Yes	Non-refundable deposit of \$3155-then cost recovery.
Mendocino County	2650+90/hr	Deposit	Yes	Non-refundable deposit of \$2650-then cost recovery at \$90/hr.
Healdsburg	\$2,089.18	Flat fee	No	
Clearlake	\$2,000.00	Flat fee	No	
Windsor	\$1,630.00	Flat fee	No	
Fort Bragg	\$1,160.00	Flat fee	No	City of Fort Bragg charges a hearing cost of \$1,180 in addition to the permit fee
Ukiah	Level 1 \$500 Level 2 \$900	Flat fee	No	
Eureka	\$400.00	Flat fee	No	
Lakeport	\$191.35	Flat fee	No	
Willits	Cost Recovery	Cost Recovery	Yes	T&M

T&M = time and materials

CR = cost recovery

Note: data collected October 2023.

Fee Comparisons with Other Jurisdictions - Planning Services

Lot Line Adjustment

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Cloverdale	\$2,435.00	Deposit	Yes	Non-refundable deposit of \$2435-then T&M cost recovery after
Healdsburg	\$1,908.47	Flat fee	No	
Mendocino County	\$1439+\$90/hr	Deposit	Yes	Non-refundable deposit of \$1439-then cost recovery at \$90/hr.
Windsor	\$1,181.00	Flat fee	No	Range of 741-1621, depending on size of project. Used average of range.
Lakeport	\$989.39	Flat fee	No	
Clearlake	\$800.00	Flat fee	No	
Eureka	\$610.00	Flat fee	No	
Fort Bragg	\$495.00	Flat fee	No	
Ukiah	\$350.00	Flat fee	No	
Willits	\$300.00	Flat fee	No	

T&M = time and materials
CR = cost recovery

Note: data collected October 2023.

Fee Comparisons with Other Jurisdictions - Planning Services

Major Conditional Use Permit

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Windsor	\$4,963.00	Flat fee	No	
Arcata	\$4,773.43	Deposit	Yes	Cost recovery after deposit.
Mendocino County	4216+\$90/hr	Deposit	Yes	Non-refundable deposit of \$4216-then cost recovery at \$90/hr.
Cloverdale	\$3,155.00	Deposit	Yes	Non-refundable deposit of \$3155-then cost recovery.
Healdsburg	\$2,759.13	Flat fee	No	
Clearlake	\$2,200.00	Flat fee	No	
Ukiah	\$1000-\$3000	Deposit	Yes	Full CR
Lakeport	\$725.59	Flat fee	No	
Eureka	\$400.00	Flat fee	No	
Fort Bragg	N/A	N/A	Yes	Full cost recovery.
Willits	N/A	N/A	Yes	CR for all costs. Additional fees for other departments.

Major Variance

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Cloverdale	\$3,405.00	Deposit	Yes	Non-refundable deposit of \$3405-then cost recovery.
Healdsburg	\$2,338.21	Flat fee	No	
Mendocino County	2149+90/hr	Deposit	Yes	Non-refundable deposit of \$2149-then cost recovery at \$90/hr.
Ukiah	\$1,000-\$3,000	Deposit	Yes	Full CR
Eureka	\$1,170.00	Flat fee	No	
Windsor	\$881.00	Flat fee	No	
Fort Bragg	\$775.00	Flat fee	No	
Lakeport	\$758.56	Flat fee	No	
Willits	\$500.00	Flat fee	No	
Clearlake	\$500.00	Flat fee	No	

T&M = time and materials

CR = cost recovery

Note: data collected October 2023.

Fee Comparisons with Other Jurisdictions - Planning Services

Pre-Application Review and/or Meeting

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Cloverdale	\$1,060.00	Deposit	Yes	No charge for first meeting; then non-refundable deposit of \$1,060 and CR.
Windsor	\$895.00	Flat fee	No	Range of \$364-\$1426 as decided by Director. Using average of range.
Arcata	\$417.68	Flat fee	No	
Healdsburg	\$402.19	Flat fee	No	
Fort Bragg	\$350.00	Flat fee	No	
Ukiah	\$200.00	Deposit	Yes	No charge for first meeting- then refundable deposit of 200 plus full cost recovery.
Willits	\$100.00	Flat fee	No	

Director Determination

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Healdsburg	\$965.25	Flat	No	
Arcata	\$477.39	Flat	No	
Windsor	\$331.00	Flat	No	
Lakeport	\$296.97	Flat	No	
Mendocino County	\$235.00	Flat	No	
Ukiah	\$200.00	Flat	No	
Cloverdale	\$185.00	Deposit	Yes	Non-refundable deposit of \$185- then cost recovery.
Willits	\$50.00	Flat	No	

T&M = time and materials

CR = cost recovery

Note: data collected October 2023.

Cost of Services Analysis
2024 City of Ukiah Planning and Building Divisions Fee Schedule
Proposed Amendments and New Fees



Fee Type: Department Wide Hourly Rate		Notes
Description	Hourly rate charged for cost recovery projects	
Current Rate / Description	\$116/hour adjusted annually depending on rate of inflation	
Proposed Rate / Description	Hourly rate to be "fully burdened," inclusive of salary and benefits for each staff position of the Community Development Department, plus overhead costs.	
Fee Type: Major Planning Permits		Notes
Description	Major site development permits, major use permits, major amendments to major site development permits and major use permits, major variances, major subdivisions, general plan amendments, pre-zonings, annexations, and re-zonings, planned developments, and specific plan/master plan reviews	
Estimated Staff Time	Chief Planning Manager / Planning Manager = 25 - 50 hours Community Development Director = 5 - 10 hours Community Development Technician = 1 hour	
Range of Final Fees for Past Major Planning Permits (2023)	\$5,000 - \$22,000	
Current Fee / Description	Initial deposit of \$1,000 - \$3,000; 100% cost recovery	
Proposed Fee / Description	Initial deposit of \$3,000; 100% cost recovery	
Fee Type: Level 1 Minor Permits		Notes
Description	Level 1 Minor Use Permits, Minor Site Development Permits, Minor Amendments to Minor Use Permits and Minor Site Development Permits, Minor Variances, and Minor Subdivisions	
Estimated Staff Time	Chief Planning Manager / Planning Manager = 3 hours Community Development Director (Zoning Administrator) = 2 hours Community Development Technician = 0.5 hours	
Estimated Costs (staff time plus direct and indirect costs)	\$949	
Current Fee / Description	Flat fee of \$500	
Proposed Fee / Description	Eliminate "level 1" and "level 2" minor permits and process all permits as "minor permits"	Study possibility of administrative zoning permit for permits formerly in the "level 1" category at future date with City Council

Fee Type: Level 2 Minor Permits		Notes
Description	"Level 2" (formerly) Minor Use Permits, Minor Site Development Permits, Minor Amendments to Minor Use Permits and Minor Site Development Permits, Minor Variances, and Minor Subdivisions	
Estimated Staff Time	Chief Planning Manager / Planning Manager = 5-10 hours Community Development Director (Zoning Administrator) = 2 hours Community Development Technician = 0.5 hours	
Estimated Costs (staff time plus direct and indirect costs)	\$1,387-\$2,344	
Current Fee / Description	Flat fee of \$900	
Proposed Fee / Description	Increase Flat Fee to \$1,000	Level 1 and Level 2 permits proposed to be eliminated

Fee Type: Boundary Line Adjustments and Lot Mergers		Notes
Description	Boundary Line Adjustments (BLAs) and Lot Mergers	
Estimated Staff Time	Chief Planning Manager / Planning Manager = 3 hours Community Development Director (Zoning Administrator) = 0 hours Community Development Technician = 0.5 hours	
Estimated Staff Time Costs (not including public noticing)	\$566	
Current Fee / Description	Flat fee of \$350	
Proposed Fee / Description	Increase Flat Fee to \$500 for non-residentially zoned parcels; For applications of residentially-zoned parcels, fee to remain at \$350 with further fee reductions as already existing in current fee schedule for affordable housing projects (\$260) and special needs housing projects (\$170)	

Fee Type: Director Determinations		Notes
Description	Determinations of appropriate use and other similar administrative determinations issued by the Community Development Director.	
Public Noticing Cost	N/A	
Estimated Staff Time	Chief Planning Manager / Planning Manager = 1-2 hours Community Development Director = 2-3 hours Community Development Technician = 0.5 hours	
Estimated Staff Time Costs	\$545-\$875	
Current Fee / Description	Flat fee of \$300	
Proposed Fee / Description	Increase flat fee to \$500	



Planning Services Division
 300 Seminary Avenue
 Ukiah, CA 95482
planning@cityofukiah.com
www.cityofukiah.com/planning-services
 Phone: (707) 463-6268
 Fax: (707) 463-6204

2023 Fees for Permits and Services

Application Type & Account Number	Adopted Fee
Address Change (10023110-44153)	\$100
Amendment – Site Development Permit/Use Permit (10023110-42320)	
Amendment - Major	\$1000-\$3000 Deposit (1)
Amendment - Minor Level 1	\$500
Amendment - Minor Level 2	\$900
Annexation (10023122-44152)	\$1000-\$3000 Deposit (1)
Appeal (10023110-42320)	
By Project Applicant	\$500 Deposit (1)
By Public	\$500 (10)
Boundary Line Adjustment (BLA) (10023110-44128)	
BLA	\$350
BLA - Affordable Housing Project	\$260
BLA - Special Housing Needs Project	\$170
Lot Merger	\$350
Business License	
Staff Review	\$0
California Environmental Quality Act (CEQA) (4)	
Archeological Search for Environmental Review	SSU Northwest Information Center Fee
Document Filing (6)	\$50
Special CEQA Document or Complex Initial Environmental Study (10023123-42330)	Full Consultant Fee plus 15% Administration Fee
Environmental Impact Report (EIR) (Deposit Account-Project Specific)	Full Consultant Fee plus 15% Administration Fee
Fish & Game Fee EIR (5) (6)	CDFW Filing Fee
Fish & Game Fee Negative Declaration (5) (6)	CDFW Filing Fee
Mitigation Monitoring (10023110-44153)	\$200
Determinations of Appropriate Use (10023110-42320)	
Planning Director Review	\$200
Document and Map Fees (10000000-48110)	
General Plan	\$30
Zoning Ordinance	\$30
Subdivision Ordinance	\$30
Master Bike/Pedestrian Plan	\$30
Airport Master Plan	\$15
Landscaping Guidelines	\$15
Design Guidelines	\$15
Creek Plans	\$15
General Plan Map	\$30
Zoning Map	\$30
Other Plans	\$5-\$30
Misc. Maps, Graphics and Reports	\$5-\$30

Photo Copy (First 5 copies per day are free and scanning/emailing is free)	\$.10 per page
Encroachment into Right of Way (10023300-42310)	
Special Encroachment for signs, planters, etc.	\$50
General Plan Amendment (10023122-44152)	\$1000-\$3000 Deposit (1)
General Plan/Advance Planning Maintenance Fee (9) (900.205.234)	15% of total building permit cost
MuralPermit(10023110-42320)	
Planning Commission Review (10023110-)	\$450.00
Outdoor Dining Permit (Building 10023300-42210 / Public Works 10024200-42403)	
New Outdoor Dining Permit (\$120 Building / \$130 Public Works)	\$250.00
Renew Outdoor Dining Permit (\$50 Building 10023110-42315)	\$50.00
Pre-Application Review (10023122-44153)	
Planning Commission	\$300 Deposit (1)
Planning Staff Level 1 (less than 1 hour meeting)	\$0
Planning Staff Level 2 (more than 1 hour with research & preparation)	\$200 Deposit (1)
Project Review Committee	\$250 Deposit (1)
Public Notice (10023122-44153)	
Continuation of Public Hearings at Applicant Request	\$50
Rezoning (10023122-44152)	
Pre-zoning	\$1000-\$3000 Deposit (1)
Rezoning	\$1000-\$3000 Deposit (1)
Planned Development	\$1000-\$3000 Deposit (1)
Planned Development - Affordable Housing Project (7)	\$800 Deposit (7)
Planned Development - Special Housing Needs Project (8)	\$600 Deposit (8)
Sign Permit (10023300-42310)	
Minor (up to 1 hour of analysis and administrative review)	\$50
Major (more than 1 hour)	\$150
Site Development Permit (10023110-42320)	
Major	\$1000-\$3000 Deposit (1)
Major - Affordable Housing Project (7)	\$800 Deposit (7)
Major - Special Housing Needs Project (8)	\$600 Deposit (8)
Minor - Level 1 (parking lot expansions, minor exterior modifications, to existing commercial/industrial buildings, and similar projects)	\$500
Minor - Level 2 (Minor additions, significant exterior alterations, and similar projects)	\$900
Site Inspection Request	
Property owner/Applicant	\$0
Special Meeting (10023300-42260)	
Planning Commission	\$300
Specific Plan/Master Plan (10023110-42320)	
Specific Plan/Master Plan Review	\$2000-\$3000 Deposit (1)
Specific Plan/Master Plan - Affordable Housing Project (7)	\$800 Deposit (7)
Specific Plan/Master Plan - Special Housing Needs Project (8)	\$600 Deposit (8)
Staff Review/Research (10023110-44153)	
Building Permit Review Fee Discretionary Review Projects	\$50
Certificate of Compliance (recognize existing parcels)	\$300
Staff Hourly Rate (adjusts annually)	\$116(16)
Demolition Permit Historical Review	\$350
Zoning/Planning Research - Level 1 (up to 1 hour)	\$0
Zoning/Planning Research - Level 2 (more than 1 hour)	\$200 Deposit (1)
Subdivision (10023110-44151)	
Exception	\$500 Deposit (1)
Exception – Affordable Housing Project (7)	\$400 Deposit (7)
Exception – Special Housing Needs Project (8)	\$200 Deposit (8)
Major	\$1000-\$3000 Deposit (1)
Major - Affordable Housing Project (7)	\$800 Deposit (7)

Major - Special Housing Needs Project (8)	\$600 Deposit (8)
Minor	\$900
Minor - Affordable Housing Project	\$720
Minor - Special Housing Needs Project	\$540
Modification to Recorded Subdivision Map	\$600
Subdivision/Parcel Map Time Extension	\$200
Temporary Objects/Sidewalk Café Encroachment Permit (Planning 1023300-42310 / Public Works 10024200-42402)	
Planning Fee \$50 plus Public Works Fee \$45	\$95
Use Permit (10023110-42320)	
Major	\$1000-\$3000 Deposit (1)
Major - Affordable Housing Project (7)	\$800 Deposit (7)
Major - Special Housing Needs Project (8)	\$600 Deposit (8)
Minor - Level 1 (Temporary outdoor sales/display, special events and similar small projects)	\$500
Minor - Level 2 (Minor expansions or changes in use per the provisions contained in Article 20, Chapter 2 of the City Code)	\$900
Cannabis Related Business Use Permit Renewal	\$1000 Deposit (1)
Variance (10023110-42320)	
Major	\$1000-\$3000 Deposit (1)
Major - Affordable Housing Project (7)	\$800 Deposit (7)
Special Housing Needs Project (8)	\$600 Deposit (8)
Minor - Level 1 (Seeking 3 feet or less of relief from a yard setback requirement)	\$500
Minor - Level 2 (Seeking more than 3 feet but less than 50% relief from yard setback requirements)	\$900
Violation/Penalty (10023110-44153)	

Work without Required Permit	Double the Cost of the Permit
- The application is subject to full cost recovery of staff time and materials required to process the application. Applicants will be billed for the full cost of processing the application based on staff time and materials over and above the amount of the deposit. For applications requesting multiple discretionary permits, the deposit shall be the sum of the individual application fees and/or deposits. - Very minor projects such as parking lot expansions, minor exterior modifications to existing commercial/industrial buildings, etc. - See Article 20, Chapter 2 of the Ukiah Municipal Code. - The cost for basic CEQA Initial Studies and Negative Declarations will be recovered through the 100% cost recovery for the discretionary permit. - Fee is required unless the applicant provides the City with Dept. of Fish & Game determination that the project will not have an effect on fish and wildlife. - Mendocino County Clerk processing fee. Check made payable to Mendocino County. - Affordable Housing Projects. Project proposing 100% of the housing units to be "locked-in" affordable to citizens earning less than 80% of the area median income, "sweat equity" residential projects and residential second units. The project is subject to 80% cost recovery. - Special Needs Project. Projects involving housing for identified groups in need such as seniors, homeless persons, and the mentally ill. The project is subject to 60% cost recovery. - General Plan/Advance Planning Maintenance Fee. This fee is charged on all Building Permit and will be used to update the General Plan, Zoning Ordinance and other long range planning documents. - When an application is appealed by a member of the public, the appeal is processed as a flat fee application. - A reduced Fee of 80% cost recovery rather than 100% will be applied to the following Planning Permit Projects: Solar PV, LEED certification, public access easement (creeks, streets, pedestrian paths, etc.), substantial over-planting of trees, significant creek restoration and/or public access, and similar design elements. - A reduced Fee of 80% cost recovery rather than 100% will be applied to Planning Applications made by downtown businesses (DZC area) for new business or expansion of existing businesses. - A reduced Fee of 80% cost recovery rather than 100% will be applied to locally inspired Public Art that is publicly "accessible" and included as a prominent component in a project. - No Planning Permit or Fees required for Community gardens, outdoor dining, live entertainment, sidewalk cafés and tasting rooms if they comply with specific standards. - A reduced Fee of 80% cost recovery rather than 100% will be applied for projects that provide Energy and Water Conservation measures including the installation of significant energy or water conservation fixtures, appliances or equipment beyond green building code requirements. - The hourly rate is subject to an automatic adjustment based on the Consumer Price Index (CPI) annual rate beginning January 2021. The City of Ukiah hourly rate will be updated annually through the end of 2025.	

Amended: March 21, 2007 Updated 12/30/2013 for 2014 CEQA Fees, Updated 5/21/2014 for Outdoor Dining and Temp Encroachment,
Amended: June 1, 2016, Amended January 22, 2018. Amended January 15, 2020. Updated March 30, 2023

RESOLUTION NO. 2024-__**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING UPDATED FEES FOR PLANNING AND BUILDING PERMITS AND SERVICES PURSUANT TO CITY ADOPTED ORDINANCE 880****WHEREAS:**

1. Community Development Department ("Department") Planning and Building Permit service fees have not been updated since 2020; and
2. The Department conducted a Planning Division fee analysis and time study for permits processed from 2022 and 2023, comparing to data from a previous fee analysis conducted from 2017 to 2019, to determine the average amount of processing time per permit, as well as the total costs to process the permit. Planning permit fee modifications are in part based on this analysis; and
3. The City Council appointed a Community Development Department Fee Schedule Ad Hoc Committee comprised of Councilmembers Crane and Orozco to provide input and recommendations in the updating of the Department's Fee Schedule; and
4. The existing fee for 100% cost recovery projects was first adopted in 2007. To reduce invoicing and processing time for the Finance Department and the number of requests made to the applicant for additional deposits plus reflect the actual cost of the City in processing these permits, it is reasonable and appropriate to set the Community Development Department cost recovery hourly rate based on a per staff position "fully burdened" hourly rate adjusted annually by the Finance Director within the Master Fee Schedule. The fully burdened hourly rate will be inclusive of salary and benefits for each staff position of the Community Development Department, as well as overhead costs, which will include the at-cost charge for direct costs and a percentage of costs according to the most recently adopted Cost Allocation Plan; and
5. Due to the increased costs (salary, benefits, legal ads, postage, etc.) for processing of major planning permits- defined for the purposes of this Fee Schedule as major use permits, major site development permits, major amendments to major use permits and major site development permits, major variances, major subdivisions, general plan amendments, pre-zonings/re-zonings/annexations, planned developments, and specific plan/master plan reviews- and to reduce invoicing and processing time for the Finance Department and the number of requests made to the applicant for additional deposits plus reflect the actual cost of the City in processing these permits, it is reasonable and appropriate to increase the initial deposit amount for such permits, which are fully cost recoverable, from \$1,000.00-\$3,000.00 to \$3,000; and
6. Due to the generally non-controversial nature and limited community impact of level 1 minor permits- defined for the purposes of this Fee Schedule as minor site development permits, minor use permits, amendments to minor site development permits and minor use permits, minor variances, and minor subdivisions -and the opportunity for streamlined processing of such permits, the two different levels for minor permits, level 1 and level 2, are hereby eliminated, and all minor permits will be processed as what was formerly the level 2 permit; and
7. Due to the increased costs (salary, benefits, legal ads, postage, etc.) for processing of minor planning permits- defined for the purposes of this Fee Schedule as minor site development permits, minor use permits, amendments to minor site development permits and minor use permits, minor variances, and minor subdivisions- it is reasonable and appropriate to increase the fee for such permits from \$900.00 to \$1,000.00; and

8. Due to the increased costs (salary, benefits, legal ads, postage, etc.) for processing of Director Determinations, it is reasonable and appropriate to increase the fee from \$300.00 to \$500; and
9. Due to the increased costs (salary, benefits, legal ads, postage, etc.) for processing of Boundary Line Adjustments and Lot Mergers on non-residentially zoned parcels, it is reasonable and appropriate to increase the fee from \$350 to \$500; and
10. In alignment with the City's housing goals, the City has determined that a fee reduction is appropriate for Boundary Line Adjustments and Lot Mergers undertaken on residentially zoned parcels. Fees for the processing of such applications on residentially-zoned parcels shall be \$350; with fees further discounted to \$260 for affordable housing projects and \$170 for special needs housing projects; and
11. Due to the cost recovery nature of major permits, and to reduce the invoicing and processing time for the Finance Department and the number of requests made to the applicant for additional deposits plus reflect the actual cost of the City in processing these permits, it is reasonable and appropriate to eliminate the stand-alone flat fee of \$50 for "Continuations of Public Hearings at the Applicant's Request" and instead roll these costs directly into the cost of the major planning permit(s); and
12. A public notice was posted in the Ukiah Daily Journal on February 11, 2024 and online on the City's Press Releases, Notices, and Bulletins webpage to notify the public of the possible changes to the Fee Schedule and give the public an opportunity to make their comments known; and
13. The City has determined that a fee reduction for projects that promote/provide economic development, affordable and special needs housing, energy conservation and public benefits are still reasonable and appropriate. These fees have not been adjusted and include the following:

Economic Development Energy Conservation Public Benefit Components	Fee Reduction (No change)
Project Design: Solar PV, LEED certification, public access easement (creeks, streets, pedestrian paths, etc.), substantial over-planting of trees, significant creek restoration and/or public access, and similar design elements.	80% cost recovery rather than 100% on Planning Permits
Downtown Businesses: Planning Applications made by downtown businesses (DZC area) – new business or expansion of existing business	80% cost recovery rather than 100% on Planning Permits
Industrial/Light Manufacturing: Planning Applications for industrial or light manufacturing businesses.	80% cost recovery rather than 100% on Planning Permits
Public Art: Locally inspired publicly "accessible" art included as prominent component in project	80% cost recovery rather than 100% on Planning Permits

Community gardens, outdoor dining, live entertainment, sidewalk cafés and tasting rooms.	No Planning Permit or Fees required – must comply with specific standards
Energy and Water Conservation: Installation of significant energy or water conservation fixtures, appliances or equipment beyond green building code requirements	80% cost recovery rather than 100% on Planning Permits
Affordable Housing Projects:	80% deposit and 80% cost recovery rather than 100% on Planning Permits
Special Needs Housing Projects:	60% deposit and 60% cost recovery rather than 100% on Planning Permits

14. The City Council conducted a duly noticed public hearing on February 21, 2024 to discuss and receive public comments on the proposed fees.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby adopts the updated fee schedule for planning and building permits and services of the Community Development Department, as listed on the attached Exhibit A.

PASSED AND ADOPTED this ____ day of February, 2024, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A
Permits and Services for the Planning and Building Services Divisions
Fee Resolution

Planning Services Fees

PERMIT APPLICATION OR SERVICE	CURRENT FEE	NEW FEE
Staff Hourly Rate	\$116.00 Department-wide hourly rate with an automatic adjustment to the hourly rate based on the Consumer Price Index (CPI) annual rate beginning January 2021, and continuing for each of the subsequent four years through the end of 2025.	Fully burdened hourly rate, inclusive of salary and benefits for each position and overhead costs. Overhead includes the at-cost charge for direct costs and a percentage of City costs according to the most recently adopted Cost Allocation Plan
Site Development Permit Major	\$1,000.00-\$3,000.00 deposit and 100% cost recovery. Affordable Housing Project: \$800.00 and 80% cost recovery Special Needs Housing Project: \$600 and 60% cost recovery	\$3,000.00 deposit and full cost recovery at the fully burdened hourly rate per position, as indicated above Affordable Housing Project: \$2,400.00 and 80% cost recovery at the fully burdened hourly rate per position, as indicated above Special Needs Housing Project: \$1,800 and 60% cost recovery at the fully burdened hourly rate per position, as indicated above
Site Development Permit Minor	\$500.00 (level 1) \$900 (level 2)	No Level 1 permit; all permits processed at former Level 2 level; and new fee is \$1,000
Use Permit Major	\$1,000.00-\$3,000.00 deposit and 100% cost recovery. Affordable Housing Project: \$800.00 and 80% cost recovery Special Needs Housing Project: \$600 and 60% cost recovery	\$3,000.00 deposit and full cost recovery at the fully burdened hourly rate per position, as indicated above Affordable Housing Project: \$2,400.00 and 80% cost recovery at the fully burdened hourly rate per position, as indicated above Special Needs Housing Project: \$1,800 and 60% cost recovery at the fully burdened hourly rate per position, as indicated above

PERMIT APPLICATION OR SERVICE	CURRENT FEE	NEW FEE
Cannabis Related Business Use Permit Renewal	\$1,000.00 deposit and subject to 100% cost recovery	No change to deposit; and permit still subject to cost recovery but will be billed at the fully burdened hourly rate per position, as indicated above
Use Permit Minor	\$500.00 (level 1) \$900 (level 2)	No Level 1 permit; all permits processed at former Level 2 level; and new fee is \$1,000
Use Permit Site Development Permit Amendment	\$500.00 (level 1) \$900.00 (level 2) \$1,000.00-\$3,000.00 deposit and 100% cost recovery (Major Amendment)	\$1,000 Flat Fee (Minor Amendment) \$3,000 Deposit and 100% cost recovery (Major Amendment) at the fully burdened hourly rate per position, as indicated above
Variance Major (seeking more than 50% relief from the Code)	\$1,000.00-\$3,000.00 deposit and 100% cost recovery. Affordable Housing Project: \$800.00 and 80% cost recovery Special Needs Housing Project: \$600 and 60% cost recovery	\$3,000.00 deposit and full cost recovery at the fully burdened hourly rate per position, as indicated above Affordable Housing Project: \$2,400.00 and 80% cost recovery at the fully burdened hourly rate per position, as indicated above Special Needs Housing Project: \$1,800 and 60% cost recovery at the fully burdened hourly rate per position, as indicated above
Variance Minor (seeking less than 50% relief from the Code)	\$500.00 (level 1) \$900.00 (level 2)	No Level 1 Variance; all variances processed at former Level 2 level; and new fee is \$1,000
Subdivision Major	\$1,000.00-\$3,000.00 deposit and 100% cost recovery. Affordable Housing Project: \$800.00 and 80% cost recovery Special Needs Housing Project: \$600 and 60% cost recovery	\$3,000.00 deposit and full cost recovery at the fully burdened hourly rate per position, as indicated above Affordable Housing Project: \$2,400.00 and 80% cost recovery at the fully burdened hourly rate per position, as indicated above Special Needs Housing Project: \$1,800 and 60% cost recovery at the fully burdened hourly rate per position, as indicated above

PERMIT APPLICATION OR SERVICE	CURRENT FEE	NEW FEE
Subdivision Minor	\$900.00 Affordable Housing Project: \$720.00 Special Needs Housing Project: \$540.00	\$1,000 Affordable Housing Project: \$800 Special Needs Housing Project: \$600
Subdivision Exception (Minor Subdivisions)	\$500.00 Affordable Housing Project: \$400 Special Needs Housing Project: \$200	No change
Boundary Line Adjustment Residentially Zoned Parcel(s)	\$350 Affordable Housing Project: \$260 Special Needs Housing Project: \$170	No change
Boundary Line Adjustment Non-Residentially Zoned Parcel(s)	\$350	\$500
Lot Merger Residentially Zoned Parcel(s)	\$350 Affordable Housing Project: \$260 Special Needs Housing Project: \$170	No change
Lot Merger Non-Residentially Zoned Parcel(s)	\$350	\$500
Modification to Recorded Subdivision Map	\$600.00	No change
Subdivision/Parcel Map Time Extension	\$200.00	No change
Appeal	\$500 Deposit and full cost recovery (Project Applicant) \$500 Flat Fee (Public)	No change, except that cost recovery will be billed at the fully burdened hourly rate per position, as indicated above
General Plan Amendment	\$1,000.00-\$3,000.00 deposit and 100% cost recovery	\$3,000.00 deposit and full cost recovery at the fully burdened hourly rate per position, as indicated above

PERMIT APPLICATION OR SERVICE	CURRENT FEE	NEW FEE
Annexation	\$1,000.00-\$3,000.00 deposit and 100% cost recovery	\$3,000.00 deposit and full cost recovery at the fully burdened hourly rate per position, as indicated above
Pre-zoning	\$1,000.00-\$3,000.00 deposit and 100% cost recovery	\$3,000.00 deposit and full cost recovery at the fully burdened hourly rate per position, as indicated above
Rezoning	\$1,000.00-\$3,000.00 deposit and 100% cost recovery	\$3,000.00 deposit and full cost recovery at the fully burdened hourly rate per position, as indicated above
Planned Development	\$1,000.00-\$3,000.00 deposit and 100% cost recovery Affordable Housing Project: 80% cost recovery Special Needs Housing Project: 60% cost recovery	\$3,000.00 deposit and full cost recovery at the fully burdened hourly rate per position, as indicated above Affordable Housing Project: \$2,400.00 and 80% cost recovery at the fully burdened hourly rate per position, as indicated above Special Needs Housing Project: \$1,800 and 60% cost recovery at the fully burdened hourly rate per position, as indicated above
CEQA Document Filing Fee (fee subject to change based on County requirement)	\$50 or current recording fee for CEQA document filing as posted by the Mendocino County Clerk-Recorder's Office	No change
CA Fish and Wildlife CEQA Fee (fee subject to increase based on State requirement)	CDFW Filing Fee: https://www.wildlife.ca.gov/conservation/CEQA/Fees (fee subject to increase every January 1st based on State requirement)	No change
CEQA Mitigation Monitoring	\$200	No change
Pre-Application Review and Zoning Research (Planning Division Staff)	Level 1: \$0 Level 2: \$200 Deposit and 100% cost recovery	No change (level 1) Level 2: No change, except that cost recovery will be billed at the fully burdened hourly rate per position, as indicated above

PERMIT APPLICATION OR SERVICE	CURRENT FEE	NEW FEE
Demolition Permit Historical Review	\$350	No change
Certificate of Compliance (to recognize existing parcels)	\$300	No change
Temporary Objects / Sidewalk Café Encroachment Permit	\$95 (Planning Div. = \$50; Public Works Dept. = \$45)	No change
Pre-Development Review (Project Review Committee)	\$250.00	No change
Pre-Application Review (Planning Commission)	\$300.00 deposit and 100% cost recovery	No change, except that cost recovery will be billed at the fully burdened hourly rate per position, as indicated above
Environmental Impact Report (EIR), Special CEQA Document or Complex Initial Environmental Study	Full Consultant Cost plus 15% administration fee	No change
Archaeological Search – for Environmental Review	Full Cost – Paid directly to Sonoma State University Northwest Information Center	No change
Public Hearing Continuations requested by applicants that require re-noticing	\$200.00	No change
Penalty/Violation (proceeding without permit)	Double the cost of the permit	No change
Specific Plan/Master Plan Review	\$2,000.00-\$3,000.00 deposit and 100% cost recovery Affordable Housing Project: \$800 deposit and 80% cost recovery Special Needs Housing Project: \$600.00 deposit and 60% cost recovery	\$3,000.00 deposit and full cost recovery at the fully burdened hourly rate per position, as indicated above Affordable Housing Project: \$2,400.00 and 80% cost recovery at the fully burdened hourly rate per position, as indicated above Special Needs Housing Project: \$1,800 and 60% cost recovery at the fully burdened hourly rate per position, as indicated above

PERMIT APPLICATION OR SERVICE	CURRENT FEE	NEW FEE
Address Change	\$100.00	No change
Site Inspection Request by Property Owner/Applicant	\$0.00	No change
Sign Permit	Minor: \$50.00 (up to 1 hour of staff time) Major: \$150.00 (more than 1 hour of staff time)	No change
Building Permit Planning Review Fee	\$50	No change
General Plan/Advance Planning Maintenance Fee	15% of the total cost of a Building Permit (Building Permit, Mechanical Permit, Electrical Permit, Plumbing Permit and Plan Check)	No change
Reproduction of the following: Document and Map Fees General Plan Zoning Ordinance Subdivision Ordinance Master Bike/Ped Plan Airport Master Plan Landscaping Guidelines Design Guidelines Creek Plans General Plan Map Zoning Map Other Plans (misc. maps, graphics, and reports)	 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$15.00 \$15.00 \$15.00 \$30.00 \$30.00 \$5.00-\$30.00 \$5.00-\$30.00	No change
Photocopying	\$0.10 per page First 5 copies are provided at no cost	No change
Director's Determination (Determinations of Appropriate Use)	\$300	\$500
Mural Permit	Private Property: \$450 Public Property: No fee	No change
Violation / Penalty (Zoning Code)	Double the Cost of the Permit	No change
Continuation of Public Hearing at Applicant's Request	\$50	Eliminate stand-alone flat fee and incorporate any costs of continuation into cost recovery

Building Services Fees

SERVICE	CURRENT FEE	NEW FEE
Mandatory Training and Certification Surcharge	4% on all Building Permits	No change
Technology and Records Management Surcharge	3% on all Building Permits	No change
Minimum Building Permit Temporary Certificate of Occupancy	Based on the project size and timeframe >\$100,000 = \$500.00/ 60 days <\$100,000 = \$1,000.00/ 60 days	No change
Request for Alternate Materials and Methods Review	\$ 100% Cost Recovery	No change, except that cost recovery will be billed at the fully burdened hourly rate per position, as indicated above
Appeal to Building Regulations Appeal Board	100% Cost Recovery, 2-hour minimum	No change, except that cost recovery will be billed at the fully burdened hourly rate per position, as indicated above
Postage – Structural Plan Check	Actual Cost	No change, except that cost recovery will be billed at the fully burdened hourly rate per position, as indicated above
New Outdoor Dining Permit	\$250 (\$120 Building Division; \$130 Public Works Dept)	No change
Outdoor Dining Permit Renewal	\$50	No change
Minimum Building Permit Fee for Temporary Structures	\$225	No change
Minimum Building Permit Fee	\$105	No change
Building Permit Review Fee for Discretionary Projects	\$50	No change

**Community Development Department - Building Division
Fees - Building Permits**



Building Fees				
1.00 -500.00	\$ 105.00			
501.00 - 2,000.00	\$ 105.00	for the first 500.00 plus	\$ 4.75	for each additional 100.00 or fraction thereof, to and including 2,000.00
2,001.00 - 25,000.00	\$ 107.62	for the first 2,000.00 plus	\$ 21.76	for each additional 1,000.00 or fraction thereof, to and including 25,000.00
25,001.00 - 50,000.00	\$ 608.78	for the first 25,000.00 plus	\$ 15.69	for each additional 1,000.00 or fraction thereof, to and including 50,000.00
50,001.00 - 100,000.00	\$ 1,000.38	for the first 50,000.00 plus	\$ 10.88	for each additional 1,000.00 or fraction thereof, to and including 100,000.00
100,001.00 - 500,000.00	\$ 1,545.04	for the first 100,000.00 plus	\$ 8.55	for each additional 1,000.00 or fraction thereof, to and including 500,000.00
500,000.00 - 1,000,000.00	\$ 5,025.24	for the first 500,000.00 plus	\$ 7.38	for each additional 1,000.00 or fraction thereof, to and including 1,000,000.00
1,000,000.00 - And Up	\$ 8,715.99	for the first 1,000,000.00 plus	\$ 5.67	for each additional 1,000.00 or fraction thereof
Red Tagged work w/o permit		Permit fee plus 3 times permit fee.		
Other inspection fees				
Inspections outside of normal business hours			\$ 105.00	* (mininum charge - Two hours)
Reinspection fees assessed under provisions of section 305.8			\$ 105.00	*
Inspections for which no fee is specifically indicated			\$ 105.00	*
Additional plan review required by changes, additions or revisions to plans			\$ 105.00	*
For use of outside consultants for plan checking and inspections, or both.			Cost	** Actual Cost
* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.				
** Actual cost includes administrative and overhead costs.				

Community Development Department - Building Division Fees
Mechanical, Electrical, and Plumbing (MEP)



Mechanical Permit Fees	Fee
For the issuance of each mechanical permit.	\$ 105.00
For issuing each supplemental permit for which the original permit has not expired, been cancelled or finaled.	\$ 12.88
Unit Fee Schedule	
Furnaces	
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 KW)	\$ 26.29
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 Btu/h (29.3 KW)	\$ 32.32
For the installation or relocation of each floor furnace, including vent.	\$ 26.29
For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater.	\$ 26.29
Appliance Vents	
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit.	\$ 12.88
Repairs or Additions	
For the repair of, alteration of, or additions to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code.	\$ 24.34
Broilers, Compressors and Absorption Systems	
For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kw), or each absorption system to and including 100,00 Btu/h (29.3kw)	\$ 26.11
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6kw), to and including 15 horsepower (52.7kw) or each absorption system over 100,00 Btu/h (29.3kw) to and including 500,000 Btu/h (146.6kw)	\$ 48.22
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7kw), to and including 30 horsepower (105.5kw) or each absorption system over 500,000 Btu/h (146.6kw) to and including 1,000,000 Btu/h (293.1kw)	\$ 66.16
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kw), to and including 50 horsepower (176kw) or each absorption system over 1,000,000 Btu/h (293.1kw) to and including 1,750,000 Btu/h (512.9kw)	\$ 98.48
For the installation or relocation of each boiler or compressor over 50 horsepower (176kw), or each absorption system over 1,750,000 Btu/h (512.9kw)	\$ 164.54
Air Handlers	
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto. Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.	\$ 18.91
For each air-handling unit over 10,000 (cfm) (4719 L/s)	\$ 32.14
Evaporative Coolers	
For each evaporative cooler other than portable type.	\$ 18.91
Ventilation and Exhaust	
For each ventilation fan connected to a single duct.	\$ 12.88
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit.	\$ 18.91
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood.	\$ 18.91
Incinerators	
For the installation or relocation of each domestic-type incinerator.	\$ 32.32
For the installation or relocation of each commercial or industrial-type incinerator.	\$ 25.76
Miscellaneous (Mechanical)	
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in this code.	\$ 18.91
Other Inspections and Fees (Mechanical)	
*Inspection outside of normal business hours, per hour (Minimum charge two hours)	\$ 105.00
*Reinspection fees assessed under provisions of section 305.5, per inspection.	\$ 105.00
*Inspection for which no fee is specifically indicated, per hour (Minimum charge one half hour)	\$ 105.00
*Additional plan review required by changes, additions or revisions to plans or to plans which an initial review has been completed. (Minimum charge one half hour)	\$ 105.00
*Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	

Electrical Permit Fees	Fee
For the issuance of each electrical permit.	\$ 105.00
For the issuance of each supplemental permit for witch the original permit has not expired, been cancelled, or finaled.	\$ 12.88
System Fee Schedule (note: the following do not include permit issuing fee)	
New Residential Buildings	
The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time.	
Multifamily - For new multifamily buildings (apartments and condominiums) having three or more dwelling units constructed at the same time, not including area of garages, carports, and accessory buildings, per square ft (0.09m2)	\$ 0.96
Single and two family - For new Single and two family residential buildings constructed at the same time, not including area of garages, carports, and accessory buildings, per square ft (0.09m2)	\$ 0.96
For other types of residential occupancies and for alteration, additions, and modifications to existing residential buildings, use the unit fee schedule.	
Private Swimming Pools	
For new private, in-ground swimming pools for single-family and multifamily occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, under-water lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each pool.	\$ 87.92
Carnivals and Circuses	
Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions.	
For electric generators and electrically driven rides, each	\$ 41.74
For mechanically driven rides and walk-through attractions or displays having electric lighting, each.	\$ 12.88
For a system of area and booth lighting, each	\$ 12.88
For permanently installed rides, booths, displays and attractions, use the Unit Fee Schedule.	
For a temporary service power pole or pedestal-mounted receptacle outlets and appurtenances, each	\$ 41.74
For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lights, Christmas tree sales lots, fireworks stands, etc. each	\$ 21.84
UNIT FEE SCHEDULE	
(Note: The following does not include permit-issuing fee.)	
Receptacle, Switch and Lighting Outlets	
For receptacle, switch, light or other outlets at which current is used or controlled, except services, feeders and meters: First 20, each	\$ 1.95
Additional fixtures, each	\$ 1.30
Note: For multi-outlet assemblies, each 5 feet (1524 mm) or fraction thereof may be considered as one outlet.	
Lighting Fixtures	
For lighting fixtures, sockets or other lamp-holding devices:	
First 20 fixtures, each	\$ 1.95
Additional fixtures, each	\$ 1.30
For pole or platform-mounted lighting fixtures, each	\$ 1.95
For theatrical-type lighting fixtures or assemblies, each	\$ 1.95
Residential Appliances	
For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges, self-contained room, console or through-wall air conditioners; space heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances not exceeding one horsepower (HP) (746 W) in rating, each	\$ 8.43
Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.	
Nonresidential Appliances	
For nonresidential appliances and self-contained factory-wired, nonresidential appliances not exceeding 1 horsepower (HP), kilowatt (kW) or kilovolt-ampere (kVA), in rating, including medical and dental devices, food, beverage and ice cream cabinets; illuminated show cases, drinking fountains, vending machines, laundry machines, or similar types of equipment, each. Note: For other types of air conditioners and motor-driven appliances having larger electrical ratings, see Power Apparatus.	\$ 8.43
Power Apparatus	
For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus, as follows:	
Rating in horsepower (HP), kilowatts (kW), kilovolt-amperes (kVA), or kilovolt-amperes-reactive (kVAR):	
Up to and including 1, each	\$ 8.43
Over 1 and not over 10, each	\$ 21.84

Over 10 and not over 50, each	\$ 43.70
Over 50 and not over 100, each	\$ 87.92
Over 100, each	\$ 132.32
Note: For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used.	
Note: These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment.	
Busways	
For trolley and plug-in-type busways, each 100 feet (30 480 mm) or fraction thereof	\$ 12.88
Note: An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in-type busways. Fee not required for portable tools.	
Signs, Outline Lighting and Marquees	
For signs, outline lighting systems or marquees supplied from one branch circuit, each	\$ 43.70
For additional branch circuits within the same sign, outline lighting system or marquee, each	\$ 8.43
Services	
For services of 600 volts or less and not over 200 amperes in rating, each	\$ 54.18
For services of 600 volts or less and over 200 amperes to 1,000 amperes in rating, each	\$ 110.38
For services over 600 volts or over 1,000 amperes in rating, each	\$ 220.75
Miscellaneous Apparatus, Conduits, and Conductors	
For electrical apparatus, conduits, and conductors for which a permit is required but for which no fee is herein set forth	\$ 32.32
Note: This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs or other equipment	
OTHER INSPECTIONS AND FEES (Electrical)	
*Inspection outside of normal business hours, per hour (Minimum charge two hours)	\$ 105.00
*Reinspection fees assessed under provisions of section 305.8, per inspection.	\$ 105.00
*Inspection for which no fee is specifically indicated, per hour (Minimum charge one half hour)	\$ 105.00
*Additional plan review required by changes, additions or revisions to plans or to plans which an initial review has been completed. (Minimum charge one half hour)	\$ 105.00
*Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
Plumbing Fees	Fee
For the issuance of each plumbing permit.	\$ 105.00
For issuing each supplemental permit for which the original permit has not expired, been cancelled or finaled.	\$ 12.88
Unit Fee Schedule	
Fixtures and vents. For each plumbing fixture or trap set of fixtures on one trap. (Including water, drainage piping and backflow protection thereof)	\$ 17.41
For repair or alteration of drainage or vent piping each fixture.	\$ 8.43
Sewers, Disposal Systems and Interceptors	
For each building sewer and each trailer park sewer.	\$ 43.78
For each cesspool.	\$ 66.16
For each private sewage disposal system.	\$ 132.32
For each industrial waste pretreatment interceptor, Including its trap and vent (exception kitchen-type grease interceptors functioning as fixture traps).	\$ 35.34
Rainwater systems per drain (inside building).	\$ 17.41
Water Piping and Water Heaters	
For installation, alteration, or repair of water piping or water treating equipment, or both, each.	\$ 8.43
For each water heater including vent. (For vents only see Table 3-C).	\$ 21.84
Gas Piping Systems	
For each gas piping system of one to five outlets.	\$ 10.93
For each additional outlet over five, each.	\$ 1.95
Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices	
For each lawn sprinkler system on any one meter, including, backflow protection devices thereof.	\$ 26.29
For atmospheric-type vacuum breakers or backflow protection devices not included in Item 1: 1 to 5 devices.	\$ 21.84
For over 5 devices, each	\$ 4.00
For each backflow-protection device other than atmospheric-type vacuum breakers: 2 inches (50.8mm) and smaller.	\$ 21.84
Over 2 inches (50.8mm)	\$ 43.78

Swimming Pools For Each Swimming Pool Or Spa.	
Public Pool	\$ 162.06
Public Spa	\$ 107.89
Private pool	\$ 107.89
Private Spa	\$ 53.73
Miscellaneous (Plumbing)	
For each appliance or price of equipment regulated by the plumbing code but not classed in other appliance categories, or for which no other fee is listed in this code.	\$ 17.41
Other Inspections and Fees (Plumbing)	
*Inspection outside of normal business hours, per hour (Minimum charge two hours)	\$ 105.00
*Reinspection fees assessed under provisions of section 305.5, per inspection.	\$ 105.00
*Inspection for which no fee is specifically indicated, per hour (Minimum charge one half hour)	\$ 105.00
*Additional plan review required by changes, additions or revisions to plans or to plans which an initial review has been completed. (Minimum charge one half hour)	\$ 105.00
*Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
City Of Ukiah Fees	
Mandatory Training and Certification surcharge. (based on a % of building permits, plan review, and utility permit fees)	4%
Technology and records management surcharge. (based on a % of building permits, plan review, and utility permit fees)	3%
General plan update fund. (based on a % of building permits, plan review, and utility permit fees)	15%
Temporary certificate of occupancy. (Based on the project size and timeframe.) (60 Days)	
> \$100,000.00	\$ 500.00
<\$100,000.00	\$ 1,000.00
Request for alternate materials and methods review. (100% cost recovery fully burdened rate per hour)	\$ 230.00
Appeal to building regulations appeal board. (Two Hours of Building Official time minimum)	Cost
Postage - 3rd party plan check. (100% cost recovery)	
Red Tagged work without permits violation fee (Permit fee plus violation fee)	3 Times
New deck/decking. (per square foot)	\$ 37.80
Re-roofing shingles only. (per square foot)	\$ 2.70
Re-roof sheathing/ plywood. (per square foot)	\$ 2.70
Temporary structure (Max 60 days)	\$ 225.00
Residential Solar permit. Max permit Fee 450.00 to come in to compliance with AB 1414	\$ 368.50



2024 Fee Schedule Update

DIVISIONS OF PLANNING AND BUILDING

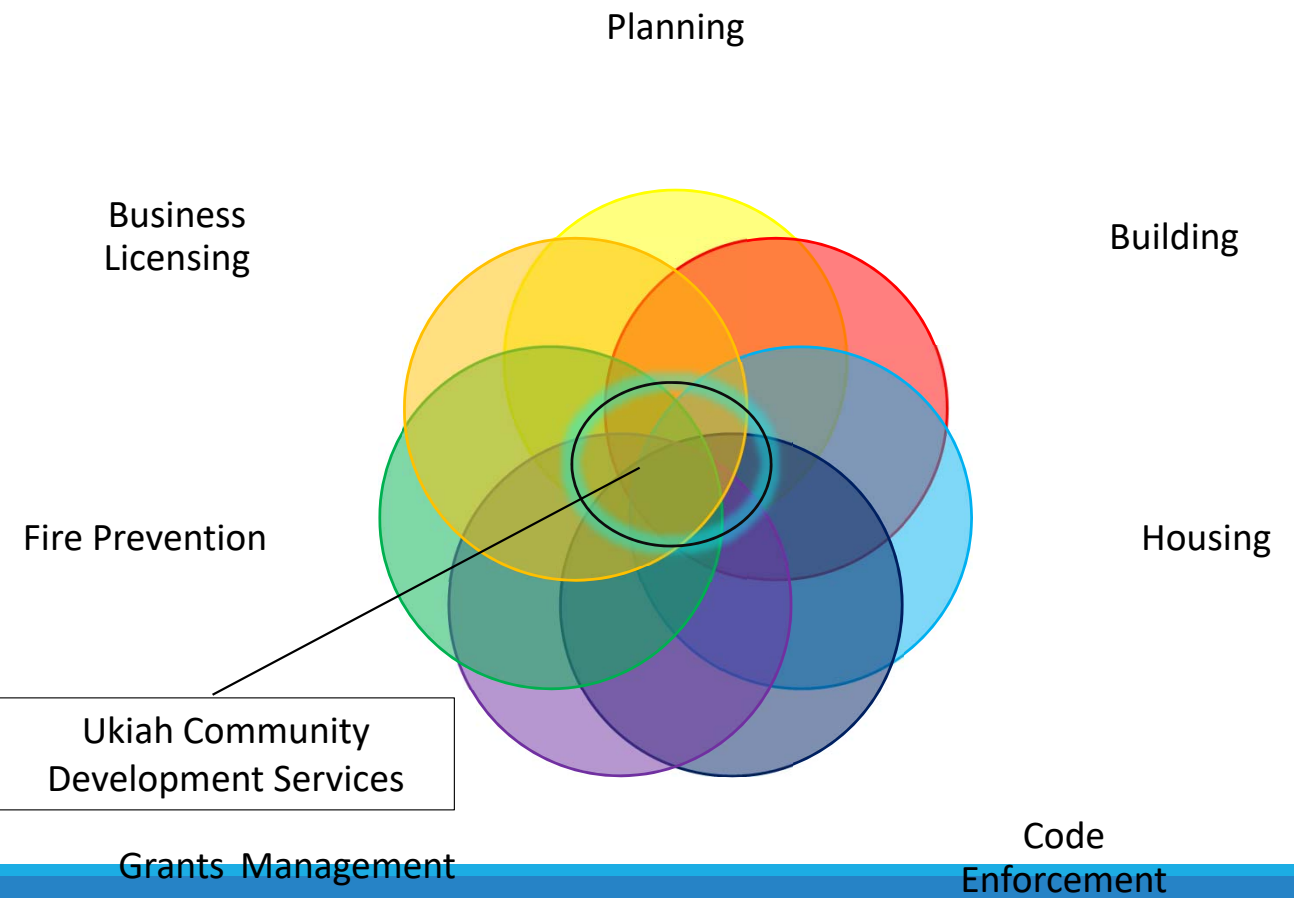
Background

- Prior to 2017, Department consisted of Planning and Building Divisions (typical)
- 2017 – Housing Division created; Department becomes “Community Development” (CD) and restructured to integrate and emphasize team approach to development services.
- 2020 – Code Enforcement Division added (CDBG augmentation in 2022)
- 2021 – Grants Management Division
- 2022 – Fire Prevention Division
- 2023 – Business Licensing

Pre-2017



2024



Results from Restructure

1. Team approach to development services – delivering projects and programs quickly and efficiently while providing responsive, informative, and friendly customer service.
2. Innovation – evaluating effectiveness and seeking out new solutions to better deliver on #1.
3. Cost savings to the Department overall through spreading out costs among Divisions.
 - Do not have to rely on fee increases as much to sustain Department.
 - 6 FTE in Planning and Building pre-2017; 5 FTE in Planning and Building 2024
4. ProHousing designation/increased housing production, record-breaking permit issuance times, improved community safety, significant grant revenue generation, advanced planning projects completed and being completed, etc.

Terms Defined for Presentation

- Cost recovery (CR) = cost for time spent by staff in performing activity and overhead, materials, and/or related organizational costs and charged directly to customer. Variations on this:
 - Time and Materials (T&M) = (usually) full cost of time and materials; similar to fully burdened rate
 - Some jurisdictions charge flat overhead rate, like 50% per service/activity/application; others charge according to cost allocation plan or other Council-approved rate plan
 - Flat fee = one fee charged to customer regardless of cost to City; if fees not equal to costs to City, then in essence General Fund subsidizes difference.
- Deposit = minimum deposit required; usually billed at CR and any funds remaining refunded.
- Variations on the above = non-refundable initial deposit and full CR at dept-wide or fully burdened rate.
- Fully burdened vs. Department-wide hourly rate

2017-2023 Fee Schedule Changes

- 12/2017 – minimum building permit fee increase (part 1 of 2); no changes to planning fees.
- 12/2018 – temp structures fee and minimum bldg. permit fee increase (2 of 2); no changes to planning fees.
- 01/2020 (continued public hearing from 12/2019)
 - Building Division: permit and MEP fee amendments; new CR rate; red tag violation fee increase; rate adjustments for AB 1414
 - Planning Division: increase to flat fee rate for minor planning permits and Director Determinations; elimination of ALUC referral fee; increase in fee for public appeals; CDFW fee amendments; cost recovery rate for division.
 - Direction to 1) complete next fee update in 5 years; 2) annually adjust the hourly rate per CPI
- 03/2021 – Hourly rate adjusted

2023-24 Fee Schedule Analysis

1. Time study of planning division staff
2. Review of final costs of MaSDPs and MaUPs in 2022 and 2023.
3. Comparisons with other jurisdictions (Attachment 1, pg. 436 of agenda packet)
4. Cost of Services analysis (Attachment 2, pg. 442)
5. Input from Council Ad Hoc

Fee Schedule Recommendations (Resolution - Attachment 4, Pg. 447-461)

1. Eliminate Level 1 minor planning permits, instead having one permit type (formerly Level 2)
2. Increase fee for minor planning permits (formerly Level 2) from \$900 to \$1,000.
3. Appoint an ad hoc or continue work of existing Fee Schedule Ad Hoc to explore new ministerial permit for former level 1 permits; and additional zoning code streamlining.
4. Increase initial deposit for major planning permits from the range of \$1,000-\$3,000 to \$3,000 (still CR with unspent funds refunded to applicant).
5. Eliminate department-wide hourly rate for CR and use instead fully burdened hourly rate per staff position working on application/service/activity (for both planning and building). Direct that rates updated annually within Master Fee Schedule and/or as position rates change.
6. Increase flat fee from \$350 to \$500 for BLAs and mergers for non-residentially zoned parcels
7. Increase flat fee from \$300 to \$500 for Director Determinations
8. Increase deposit (CR) from \$200 to \$500 for pre-app conferences/reviews of more than 1 hour.

Note: no changes recommended to fees of Building Division, with exception of hourly rate (#5)

Other Recommendations

1. Direct Staff to revise layout of online fee schedule posted on webpage of Planning Division and available at front counter (Attachment 3, pg. 444) such that terms well-explained and information is easier to access/understand; and
2. Direct Staff to further research and analyze existing fee reduction categories and present report to Council with recommendations by 6/30/24.

Additional Slides for Information

Number of applications- last 5 years- Ukiah							
Application Type	2018	2019	2020	2021	2022	2023	Total by App. Type
Annexation or Rezone	0	1	0	0	0	0	1
Staff Review of CEQA ISND	0	0	0	0	0	0	0
Staff Review of CEQA EIR	0	0	0	0	0	0	0
General Plan Amendment (Map or Text)	0	0	1	0	1	0	2
Major Subdivision	0	0	0	0	0	0	0
Minor Subdivision	2	1	0	1	0	0	4
Lot Line Adjustment/Merger	4	6	3	5	4	2	24
Appeal to City Council	1	0	0	0	0	2	3
Major Conditional Use Permit	7	5	3	5	4	1	25
Minor Conditional Use Permit / minor amendment	8	10	6	12	8	4	48
Major Site Development Permit	6	2	4	4	6	0	22
Minor Site Development Permit	6	2	1	2	0	1	12
Major Variance	1	0	0	0	0	0	1
Minor Variance	2	0	1	0	0	1	4
Mural permit	1	0	0	1	1	0	3
Totals	38	27	19	30	24	11	

Cost of Services Analysis
2024 City of Ukiah Planning and Building Divisions Fee Schedule
Proposed Amendments and New Fees



Fee Type: Department Wide Hourly Rate		Notes
Description	Hourly rate charged for cost recovery projects	
Current Rate / Description	\$116/hour adjusted annually depending on rate of inflation	
Proposed Rate / Description	Hourly rate to be "fully burdened," inclusive of salary and benefits for each staff position of the Community Development Department, plus overhead costs.	
Fee Type: Major Planning Permits		Notes
Description	Major site development permits, major use permits, major amendments to major site development permits and major use permits, major variances, major subdivisions, general plan amendments, pre-zonings, annexations, and re-zonings, planned developments, and specific plan/master plan reviews	
Estimated Staff Time	Chief Planning Manager / Planning Manager = 25 - 50 hours Community Development Director = 5 - 10 hours Community Development Technician = 1 hour	
Range of Final Fees for Past Major Planning Permits (2023)	\$5,000 - \$22,000	
Current Fee / Description	Initial deposit of \$1,000 - \$3,000; 100% cost recovery	
Proposed Fee / Description	Initial deposit of \$3,000; 100% cost recovery	
Fee Type: Level 1 Minor Permits		Notes
Description	Level 1 Minor Use Permits, Minor Site Development Permits, Minor Amendments to Minor Use Permits and Minor Site Development Permits, Minor Variances, and Minor Subdivisions	
Estimated Staff Time	Chief Planning Manager / Planning Manager = 3 hours Community Development Director (Zoning Administrator) = 2 hours Community Development Technician = 0.5 hours	
Estimated Costs (staff time plus direct and indirect costs)	\$949	
Current Fee / Description	Flat fee of \$500	
Proposed Fee / Description	Eliminate "level 1" and "level 2" minor permits and process all permits as "minor permits"	Study possibility of administrative zoning permit for permits formerly in the "level 1" category at future date with City Council

Fee Type: Level 2 Minor Permits		Notes
Description	"Level 2" (formerly) Minor Use Permits, Minor Site Development Permits, Minor Amendments to Minor Use Permits and Minor Site Development Permits, Minor Variances, and Minor Subdivisions	
Estimated Staff Time	Chief Planning Manager / Planning Manager = 5-10 hours Community Development Director (Zoning Administrator) = 2 hours Community Development Technician = 0.5 hours	
Estimated Costs (staff time plus direct and indirect costs)	\$1,387-\$2,344	
Current Fee / Description	Flat fee of \$900	
Proposed Fee / Description	Increase Flat Fee to \$1,000	Level 1 and Level 2 permits proposed to be eliminated
Fee Type: Boundary Line Adjustments and Lot Mergers		Notes
Description	Boundary Line Adjustments (BLAs) and Lot Mergers	
Estimated Staff Time	Chief Planning Manager / Planning Manager = 3 hours Community Development Director (Zoning Administrator) = 0 hours Community Development Technician = 0.5 hours	
Estimated Staff Time Costs (not including public noticing)	\$566	
Current Fee / Description	Flat fee of \$350	
Proposed Fee / Description	Increase Flat Fee to \$500 for non-residentially zoned parcels; For applications of residentially-zoned parcels, fee to remain at \$350 with further fee reductions as already existing in current fee schedule for affordable housing projects (\$260) and special needs housing projects (\$170)	
Fee Type: Director Determinations		Notes
Description	Determinations of appropriate use and other similar administrative determinations issued by the Community Development Director.	
Public Noticing Cost	N/A	
Estimated Staff Time	Chief Planning Manager / Planning Manager = 1-2 hours Community Development Director = 2-3 hours Community Development Technician = 0.5 hours	
Estimated Staff Time Costs	\$545-\$875	
Current Fee / Description	Flat fee of \$300	
Proposed Fee / Description	Increase flat fee to \$500	

Fee Comparisons with Other Jurisdictions - Planning Services

Hourly Rates

Windsor	\$220.00
Fort Bragg	\$190.00
Cloverdale	\$183.00
Healdsburg	\$182.22
Ukiah	\$116.00
Eureka	\$95.00
Mendocino County	\$90.00
Willits	\$50.00
Mean	\$140.78

Note: data collected October 2023.

Lot Line Adjustment

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Cloverdale	\$2,435.00	Deposit	Yes	Non-refundable deposit of \$2435-then T&M cost recovery after
Healdsburg	\$1,908.47	Flat fee	No	
Mendocino County	\$1439+\$90/hr	Deposit	Yes	Non-refundable deposit of \$1439-then cost recovery at \$90/hr.
Windsor	\$1,181.00	Flat fee	No	Range of 741-1621, depending on size of project. Used average of range.
Lakeport	\$989.39	Flat fee	No	
Clearlake	\$800.00	Flat fee	No	
Eureka	\$610.00	Flat fee	No	
Fort Bragg	\$495.00	Flat fee	No	
Ukiah	\$350.00	Flat fee	No	
Willits	\$300.00	Flat fee	No	

T&M = time and materials

CR = cost recovery

Note: data collected October 2023.

Fee Comparisons with Other Jurisdictions - Planning Services

Annexation

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Cloverdale	\$9,130.00	Flat Fee	Yes	Flat fee at \$9,130 then CR after fee amount reached.
Clearlake	\$6,000.00	Flat Fee	Yes	Flat fee at \$6000 then CR after fee amount reached. Plus 50% of fee for overhead.
Eureka	\$3,000.00	Deposit	Yes	
Healdsburg	\$2,534.34	Flat Fee	No	
Willits	\$2,500.00	Deposit	Yes	
Windsor	\$2,340.00	Flat Fee	No	
Lakeport	\$2,199.73	Flat Fee	No	
Ukiah	\$1,000-\$3,000	Deposit	Yes	Full CR
Fort Bragg	\$0.00	No initial deposit	Yes - T&M	No deposit but full CR

Major Subdivision

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Cloverdale	\$14,970.00	Deposit	Yes	Non-refundable deposit of \$14,970-then cost recovery; does not include subdiv map fees.
Mendocino County	\$11555+\$90/hr	Deposit	Yes	Non-refundable deposit of \$11,555-then cost recovery at \$90/hr.
Windsor	\$6389+\$28/lot	Flat fee	No	Per lot additional cost
Clearlake	\$6000+50% OH	Deposit	Yes	Non-refundable deposit of \$6,000+50% for overhead; then CR
Healdsburg	\$5,421.29	Flat fee	No	
Eureka	\$3,000.00	Deposit	Yes	
Lakeport	\$2,987.32	Flat fee	No	
Ukiah	\$1,000-\$3,000	Deposit	Yes	Full CR

Minor Subdivision

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Mendocino County	\$5796+\$90/hr	Deposit	Yes	Non-refundable deposit of \$5796-then cost recovery at \$90/hr.
Healdsburg	4,541.99	Flat Fee	No	
Windsor	4,340.00	Flat Fee	No	
Clearlake	3,950.00	Flat Fee	No	
Cloverdale	3,915.00	Flat Fee	Yes	Non-refundable deposit of \$3915-then cost recovery at T&M costs.
Lakeport	2,069.62	Flat Fee	No	
Ukiah	900.00	Flat Fee	No	
Eureka	285.00	Flat Fee	No	
Fort Bragg	N/A	N/A	Yes	Full CR
Willits	N/A	N/A	Yes	CR for all costs. Additional fees for other departments.

Minor Conditional Use Permit

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Cloverdale	\$3,155.00	Deposit	Yes	Non-refundable deposit of \$3155-then cost recovery.
Mendocino County	2650+90/hr	Deposit	Yes	Non-refundable deposit of \$2650-then cost recovery at \$90/hr.
Healdsburg	\$2,089.18	Flat fee	No	
Clearlake	\$2,000.00	Flat fee	No	
Windsor	\$1,630.00	Flat fee	No	
Fort Bragg	\$1,160.00	Flat fee	No	City of Fort Bragg charges a hearing cost of \$1,180 in addition to the permit fee
Ukiah	Level 1 \$500 Level 2 \$900	Flat fee	No	
Eureka	\$400.00	Flat fee	No	
Lakeport	\$191.35	Flat fee	No	
Willits	Cost Recovery	Cost Recovery	Yes	T&M

Major Conditional Use Permit

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Windsor	\$4,963.00	Flat fee	No	
Arcata	\$4,773.43	Deposit	Yes	Cost recovery after deposit.
Mendocino County	4216+\$90/hr	Deposit	Yes	Non-refundable deposit of \$4216-then cost recovery at \$90/hr.
Cloverdale	\$3,155.00	Deposit	Yes	Non-refundable deposit of \$3155-then cost recovery.
Healdsburg	\$2,759.13	Flat fee	No	
Clearlake	\$2,200.00	Flat fee	No	
Ukiah	\$1000-\$3000	Deposit	Yes	Full CR
Lakeport	\$725.59	Flat fee	No	
Eureka	\$400.00	Flat fee	No	
Fort Bragg	N/A	N/A	Yes	Full cost recovery.
Willits	N/A	N/A	Yes	CR for all costs. Additional fees for other departments.

Major Variance

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Cloverdale	\$3,405.00	Deposit	Yes	Non-refundable deposit of \$3405-then cost recovery.
Healdsburg	\$2,338.21	Flat fee	No	
Mendocino County	2149+90/hr	Deposit	Yes	Non-refundable deposit of \$2149-then cost recovery at \$90/hr.
Ukiah	\$1,000-\$3,000	Deposit	Yes	Full CR
Eureka	\$1,170.00	Flat fee	No	
Windsor	\$881.00	Flat fee	No	
Fort Bragg	\$775.00	Flat fee	No	
Lakeport	\$758.56	Flat fee	No	
Willits	\$500.00	Flat fee	No	
Clearlake	\$500.00	Flat fee	No	

Pre-Application Review and/or Meeting

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Cloverdale	\$1,060.00	Deposit	Yes	No charge for first meeting; then non-refundable deposit of \$1,060 and CR.
Windsor	\$895.00	Flat fee	No	Range of \$364-\$1426 as decided by Director. Using average of range.
Arcata	\$417.68	Flat fee	No	
Healdsburg	\$402.19	Flat fee	No	
Fort Bragg	\$350.00	Flat fee	No	
Ukiah	\$200.00	Deposit	Yes	No charge for first meeting- then refundable deposit of 200 plus full cost recovery.
Willits	\$100.00	Flat fee	No	

Director Determination

	Amount	Deposit or Flat Fee?	Cost Recovery	Notes
Healdsburg	\$965.25	Flat	No	
Arcata	\$477.39	Flat	No	
Windsor	\$331.00	Flat	No	
Lakeport	\$296.97	Flat	No	
Mendocino County	\$235.00	Flat	No	
Ukiah	\$200.00	Flat	No	
Cloverdale	\$185.00	Deposit	Yes	Non-refundable deposit of \$185- then cost recovery.
Willits	\$50.00	Flat	No	



AGENDA SUMMARY REPORT

SUBJECT: Possible Approval of Joint Exercise of Powers Agreement for the Ukiah Valley Water Authority and if Approved Appoint Two Representatives to the Ukiah Valley Water Authority.

DEPARTMENT: Water Resources

PREPARED BY: Sean White, Water Resources Director

PRESENTER: Sean White, Water Resources Director.

ATTACHMENTS:

1. UVWA.JPA.Final 02142024

Summary: Council will consider approving the Joint Exercise of Powers Agreement for the Ukiah Valley Water Authority and appointing two representatives to the Ukiah Valley Water Authority.

Background: There are a number of governmental water service providers in the greater Ukiah Valley. Providers include: the City of Ukiah (City), Willow County Water District (Willow), Millview County Water District (Millview), Calpella County Water District (Calpella) and Redwood Valley County Water District (Redwood). The concept of consolidating these service providers into a single entity has been a long-term community goal. Potential benefits of consolidation are numerous and include a cohesive water policy for the region, maximization of water rights, more uniform water security and availability, staffing, expanded rate base and reduced litigation. There have been a number of past attempts at accomplishing this goal, most notably the Valley-wide Task Force initiated in 1990, as well as a number of Mendocino County Grand Jury Reports.

The Upper Russian River Water Agency (URRWA) was formed in 2014 with the intent of accomplishing these goals. URRWA is a Joint Powers Authority (JPA) "working together for the voluntary consolidation of Ukiah Valley's Water Districts". The board includes a single member from Willow County Water, Calpella County Water, Redwood Valley County Water, Millview County Water, and most recently the Ukiah Valley Sanitation District. URRWA's goals include creating a more logical form of governance over our water resources, coordinating the operations of our districts into one regional water agency, sharing resources to create a unified approach to consolidation, to provide economies of scale that keep rates affordable, and to ensure a reliable long-term water supply for all land uses. URRWA has made significant progress on many of these goals, but it has not significantly improved water supply reliability or streamlined governance. The URRWA model is commonly referred to as managerial consolidation, rather than complete consolidation. In this model there is a single operator, but multiple boards and decision-making bodies remain.

Discussion: Issues related to numerous, small agencies serving a single community are not unique to the Ukiah Valley. In an attempt to address similar issues state-wide, the State Water Resources Control Board (SWRCB) started the Safe and Affordable Funding for Equity and Resilience (SAFER) program in 2019. Since that time, the SWRCB has made consolidation of water providers through the SAFER program a top priority. Districts consolidating through the SAFER program are eligible for SWRCB grants and loans to facilitate the consolidation processes well as construct and update required infrastructure.

City Staff was contacted in the summer of 2022 by SAFER about participating in the program. City Staff then reached out to the members of URRWA to see if there was interest in consolidating through the SAFER Program. An ad hoc committee with members from the City, Willow, Millview, Calpella, and Redwood has been meeting regularly since October of 2022 to discuss the opportunity and develop a Joint Powers Authority

(Attachment 1) to serve as the vehicle for consolidation through the SAFER program.

The Ukiah Valley Water Authority JPA (UVWA) is the result of many staff meetings, ad hoc meetings, as well as counsel input from each of the entities. In some ways, the UVWA is similar to URRWA. It is different, however, in that it explicitly intends to go beyond "managerial consolidation" and to eventually achieve complete consolidation over time, which is the goal of the SAFER program.

Key points of the agreement (Attachment #1) are:

- JPA is a separate legal entity from members and is separately liable for its debts.
 - The Agreement creates the Ukiah Valley Water Authority, a Joint Exercise of Powers Authority.
 - Other initial members are Millview County Water District and Redwood Valley County Water District.
 - Other public agencies may join. (See Section 14).
 - UVWA will be run by the Water Executive Committee (Sections 5 and 6).
 - Two representatives from each member serve on the Water Executive Committee.
 - The Water Executive Committee sets an annual budget for the Combined Water System.
 - The Water Executive Committee has the power to set rates and collect levies (Section 6.A).
 - The City will provide management and O&M services to the JPA under contract.
 - The City will hire any District employees who wish to be.
 - City may be asked to provide services to additional non-parties (Section 9).
 - The Parties commit to mutual cooperation.
 - City to submit Out of Areas Service Agreements to LAFCo for services outside the City and the Districts.
 - Districts will support the City Annexation of the entire territory of Districts when allowed by LAFCO law.
 - A Party may withdraw with an effective date of July 1st on 90 days' notice. (Section 10).
 - Upon withdrawal, withdrawing Party regains control of its assets; provided, however, that to the extent any asset has been improved for the benefit of other Parties, the withdrawing Party must continue to serve benefitted customers.
 - Absent agreement, assets serving more than one Party remains part of Combined Water System.
 - Grant funding in excess of \$1m leads to change in organization when approved by LAFCO (Section 11.C).
 - Modification of Water Rights (Section 12).
 - Parties will work together to modify their existing water rights to allow for the provision of water service across footprint of UVWA.
 - Robust mediation and dispute resolution provisions (Section 20).
-
- Key Exhibits
 - Each Party's Water System.
 - Ukiah's Cost Allocation Plan.
 - Placement of District Employees in the City.

Recommended Action: Approve the Joint Exercise of Powers Agreement for the Ukiah Valley Water Authority and authorize the City Manager to execute the agreement on behalf of the City, and to make any modifications that do not make material, substantive changes to the agreement, including approval of Exhibits A-C thereto, and if approved appoint two representatives to the Ukiah Valley Water Authority.

BUDGET AMENDMENT REQUIRED: NA

CURRENT BUDGET AMOUNT: NA

PROPOSED BUDGET AMOUNT: NA

FINANCING SOURCE: NA

PREVIOUS CONTRACT/PURCHASE ORDER NO.: NA

COORDINATED WITH: Council Ad-hoc Crane & Orozco; Sage Sangiacomo, City Manager; David Rapport, City Attorney; Phillip Williams, Legal Counsel.

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 5** – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI): **7a** – Expand sustainable water practices.

GENERAL PLAN ELEMENTS (GP):GP-A1 - Land Use Element, GP-A2 - Economic Development Element; GP-A4 - Public Facilities, Services, and Infrastructure Element; GP A5 - Environment and Sustainability Element

Approved: 
Sage Sangiacomo, City Manager

JOINT EXERCISE OF POWERS AGREEMENT FOR THE UKIAH VALLEY WATER AUTHORITY

THIS JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) becomes effective on the date (“Effective Date”) it is executed on behalf of the last of the Parties to do so in Ukiah, California, among the City of Ukiah, a general law municipal corporation (the “City”), Millview County Water District (“Millview”), and Redwood Valley County Water District (“Redwood”), both County Water Districts formed pursuant to Division 12 of the California Water Code, commencing with Section 30000) (collectively the “Districts,” when referring to Millview or Redwood, and the “Parties,” when referring to the Districts and the City, 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 to acquire real property, construct, equip, staff, maintain, operate and lease public and private improved and unimproved real and personal property and related facilities, including, but not limited to, water sources and water rights, to provide water and wastewater collection and treatment services, set and collect fees for service, including connection fees and fees for permits and other purposes, and to borrow funds for said purposes. Each of the Parties is authorized and obligated to deliver a clean, safe, and reliable water supply to its customers and constituents.

2. Each of the Parties is a public agency, as defined in the Joint Exercise of Powers Act, Government Code Section 6500, et seq. (the “JEP Act”) at Government Code Section 6500, authorized and empowered to contract for the joint exercise of common powers under the JEP Act.

3. The JEP Act provides that two or more public agencies may by agreement jointly exercise any powers common to the parties to the agreement, including, but not limited to, the authority to levy a fee, assessment, or tax. Under Government Code Section 6502, it shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised.

4. The Parties recognize the benefits to each and all of them that will result from the coordinated use of their respective water resources and water systems before or without formal annexation or consolidation of the Parties into a single agency. The Parties enter into this Agreement to immediately maximize use of their respective and collective existing resources, create cost-saving opportunities, reduce duplication, maintain local control, and continue to deliver water services at a high level of service for the benefit of their customers and constituents.

5. The Parties desire to, and by this Agreement do, create a joint powers authority pursuant to the JEP Act that is named the Ukiah Valley Water Authority (“UVWA”).

6. The Parties recognize the benefits to each and all of them that will result from the immediately combined administration, operation, and maintenance of their respective water systems as a single and integrated water system before or without formal annexation or consolidation of the Parties into a single agency. The Parties intend this Agreement in part to enable UVWA’s receipt of much-needed State funding to improve and integrate water system infrastructure across the Parties’ respective service areas. As any such funding becomes available, the Parties recognize UVWA or another local government agency will be responsible for obtaining and allocating such funds and implementing projects and improvements and integrating the Parties’ respective water systems into a Combined Water System.

7. The Parties recognize that the coordination of water resources and combination of water services as

provided for in this Agreement will require the City to seek changes in organization as provided for by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (the “CKH Act”) and which changes in organization may need to be approved by the Mendocino Local Agency Formation Commission, and other local agencies.

8. The Parties desire to accomplish the aforesaid purposes by jointly exercising their common powers in the manner set forth in this Agreement.

9. The Parties have determined that the goal of this Agreement shall be to combine and coordinate the operations of their respective water systems to obtain efficiencies not otherwise available by operation as a Combined Water System in accordance with the terms of this Agreement before or without formal annexation or consolidation of the Parties into a single agency, except as the law may otherwise require, as they may otherwise subsequently agree, or as this Agreement provides otherwise.

10. Each Party shall retain ownership of its respective system as it exists on the Effective Date or as it may be modified, added to, or enlarged in the future, unless and until a change of organization affecting such ownership is approved pursuant to the CKH Act or other law, as may be required as a condition of grant funding.

11. Among the assets the Parties bring to the Combined System are water rights. Nothing in this Agreement shall be interpreted to transfer such a water right from a Party to UVWA or to another Party; any such transfers shall occur in the manner required by law. Other than as expressly addressed herein, this Agreement shall not be interpreted to require the use of a water right other than as currently permitted by law. Similarly, some assets are subject to liens for debt and other such claims. Nothing in this Agreement shall require or authorize any act in contravention of such third-party rights. However, it is the goal of this Agreement to achieve a Combined Water System and to obtain the right to serve water throughout the combined service areas of the Parties without respect to its source.

12. The approval of this Agreement is not a project subject to the California Environmental Quality Act (CEQA) because it does not require more than the operation of the Parties’ respective Water Systems to serve their existing customers and will therefore have no reasonably foreseeable impact on the environment. (State CEQA Guidelines section 15378(b)(2), (4), (5); section 15061(b)(3) [the “common sense” exemption].) However, the implementation of this Agreement will likely involve “projects” within the meaning of CEQA, such as annexations under the Cortese-Knox-Hertzberg Act, the construction of water utility infrastructure, and the amendment of water rights. It is not presently possible to accurately foresee the details of such projects and evaluation of their impacts now would be unduly speculative. Accordingly, review of the environmental impacts of such projects is therefore appropriately undertaken when those projects are proposed, and their details better known. Such review shall be informed by applicable law, including these CEQA exemptions: CEQA Guidelines sections 15301 (existing facilities), 15302 (replacement or reconstruction), 15303 (new construction or conversion of small structures), 15319 (annexations of existing facilities), and 15320 (changes in organization of local governments).

AGREEMENT:

Based on the foregoing Recitals, which are incorporated in this Agreement by this reference, 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. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings indicated below unless

the context shall plainly require otherwise:

“Collaborate” is defined in Section 5.B.4 below.

“Combined Water System” means two or more Parties’ Water Systems and all the components thereof as may be altered, improved, constructed, or added to after the date the respective Party executes this Agreement, which have been operationally integrated in the performance of this Agreement.

“Effective Date” is defined in the introductory paragraph above.

“Legislative Body(ies)” means each District’s Board of Directors and the City Council of the City.

“Representative” means a member of a Party’s Legislative Body appointed by that Legislative Body to serve on the Water Executive Committee.

“Revenues” means any and all revenues produced by the Combined Water System and other operations authorized in this Agreement, including, but not limited to, revenues from fees and charges described in Sections 6.A.3, 6.A.4 and 6.A.5.

“Services” means the City’s exercise of the joint powers conferred by this Agreement pursuant to Section 6.

“Services Start Date” means the first July 1 after the Effective Date unless the City and the Water Executive Committee otherwise agree in writing.

“Water Executive Committee” means the body comprised of two Representatives from each Party and the duties, authorities, and responsibilities of which as to the Combined Water System are defined in this Agreement.

“Water System” means a Party’s infrastructure, components, and parts which are owned, operated, and/or used by that Party to capture, treat, deliver, and/or manage water for any use provided for by law. A description of each Party’s respective Water System as of the Effective Date is attached hereto as Exhibit A. Rolling stock and other tangibles the City uses to provide the Services do not constitute part of any other Party’s Water System.

“Water System Enterprise Fund” means the fund or funds established by the City to account for receipts and expenditures, assets, and liabilities for the Combined Water System in which all such Revenues are accounted.

Section 2. UVWA’s MANNER OF EXERCISE OF POWERS.

- A. UVWA is a public entity separate from the Parties.
- B. The City shall file with the Secretary of State, State Controller, and the Mendocino Local Agency Formation Commission a notice in accordance with Government Code Sections 6503.5 and 6503.6, and shall file notices, as appropriate, in accordance with Government Code Section 53051 promptly following the Effective Date and upon any amendment to this Agreement. The City shall file a further report under Government Code Section 53051 upon each change in the membership of the Water Executive Committee.
- C. For purposes of Government Code Section 6509, UVWA shall exercise its powers subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Ukiah, a general law city.

Section 2.1. OFFICERS, EMPLOYEES AND AGENTS; IMMUNITIES.

- A. Any UVWA officer, employee, or agent may also be an officer, employee, or agent of any Party with the consent of all Parties. The Water Executive Committee's approval of the appointment or employment of such a person shall constitute a determination that the two positions are compatible.
- B. All privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workers' compensation, and other benefits which apply to the activities of officers, agents, or employees of a Party when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and duties under this Agreement.
- C. No officer, agent, or employee directly employed by UVWA, if any, shall be deemed, by reason of that employment, to be employed by any Party or to be subject to any of the requirements of any Party.

Section 2.2. LIABILITIES; PENSION LIABILITY.

- A. UVWA's debts, liabilities, and obligations shall be its debts, liabilities, and obligations alone and not those of the Parties except as they may otherwise agree by written contract.
- B. During the effectiveness of Government Code Section 6508.2 or other law imposing liability on the Parties for unfunded liabilities due the California Public Employees' Retirement System or another pension provider to be paid upon termination of this Agreement and dissolution of UVWA, the Parties agree that any such liability shall be apportioned among them as they shall agree in writing when a contract with Cal PERS is approved or, failing such agreement, in proportion to the rate revenue from customers within the territory of each Party in the last fiscal year for which audited financial reports exist when the determination is made.

Section 2.3. EXERCISE OF JOINT POWERS.

This Agreement is made pursuant to the JEP Act to permit the joint exercise of powers common to the Parties. The purpose of this Agreement is to exercise these powers jointly by managing, equipping, maintaining, and operating the Combined Water System. Such purpose will be accomplished, and common powers exercised, in the manner set forth in this Agreement. The Parties may use the designation "Ukiah Valley Water Authority" to identify the provision of the services provided under this Agreement, including those on equipment, uniforms, buildings, letterhead, phone, and other directories. All pre-existing obligations, rights, and privileges of the Parties shall continue hereunder, subject to the terms and conditions of this Agreement.

Section 3. SERVICE LEVEL.

Commencing on Services Start Date, the City shall provide the Services to allow efficient, coordinated operation of Combined Water System inclusive of wells, storage facilities, pump stations, treatment facilities, distribution systems, and related managerial and administrative services and water rights, to the extent and in the manner consistent with this Agreement and annual budgets approved by the Water Executive Committee.

Section 4. TERM.

This Agreement shall commence on the Effective Date and shall be binding upon the Parties, and shall

continue in full force and effect until such time as the Parties agree to terminate the Agreement as set forth in Sections 10 or 11, or only one Party to the Agreement remains due to annexations, other changes of organization under the CKH Act, or other reasons. A Party may withdraw from this Agreement as provided in Section 10 below.

Section 5. WATER EXECUTIVE COMMITTEE.

A. The Water Executive Committee shall perform the duties set forth in Section 6.

B. MEETINGS OF THE WATER EXECUTIVE COMMITTEE.

1. The Water Executive Committee shall establish a schedule for its regular meetings, which must be at least monthly. The Water Executive Committee may call special meetings, as may be needed from time to time, and/or may cancel regular meetings if deemed appropriate.
2. A majority of the Water Executive Committee's members shall constitute a quorum for the transaction of business. A majority vote of the Water Executive Committee's members is required to take action, although a lesser number may adjourn for lack of a quorum.
3. The Water Executive Committee shall comply with the Ralph M. Brown Act, Gov. Code sections 54950, *et seq.*
4. For those duties of the Water Executive Committee requiring collaboration, "collaboration," "collaborate," or "collaborative" shall mean the meaningful and timely process of the Representatives each seeking, discussing, and carefully considering the information and views of each Party in a manner that is cognizant of all Parties' values, reasonably attempting to reach agreement through cooperative efforts for the mutual benefit of the Parties. Collaboration among the Representatives shall be conducted in a way that is mutually respectful of each District's authority and responsibilities as a County Water District and the City's authority and responsibilities as a general law city, and shall consider the views of a Party as expressed by its Representatives. A Representative need not engage in dialog with Legislative Bodies other than his or her own appointing authority.

C. VOTING RIGHTS. Each Party shall have two seats on the Water Executive Committee and each member of the Water Executive Committee shall have one vote, with these exceptions:

1. If a member is the sole representative of a Party at a meeting due to an absence or vacancy, he or she may cast all votes that Party is authorized to cast.
2. If a Party merges or consolidates into another, the successor agency shall acquire the votes of the merged or consolidated agency. So, for example, if a District is merged into the City, the City shall hold its own votes and the votes previously assigned that District.

D. TIE VOTES. Any tie vote of the Water Executive Committee shall be resolved as provided in Section 20 below unless the Water Executive Committee otherwise directs at the meeting at which the tie vote occurs.

Section 6. POWERS AND DUTIES OF THE WATER EXECUTIVE COMMITTEE.

A. DUTIES. The Water Executive Committee shall be the governing body of UVWA. The Water Executive Committee shall take any and all actions within the authorities specified in this Agreement which are necessary and appropriate to implement the purposes of this Agreement, including, but not limited to, any or all of the following:

1. To prepare and adopt budgets for the Water System Enterprise Fund in accordance with all applicable

legal requirements. The budgets shall include the annual expenses for the Services, including, but not limited to, costs of administration, operation, maintenance, repair of, and capital improvements to, the Combined Water System, including those included in Capital Improvement Plans, debt service on bonds, and any other costs of providing the Services;

2. To set rates to fund the Services in accordance with all applicable legal requirements, including the procedural and substantive requirements of California Constitution, Article XIII D, Section 6 (“Proposition 218”) for property-related fees charged for the services of the Combined Water System, which rates shall be adopted with the same notice and right to object or protest provided to City and District ratepayers except as the law may otherwise require. Such rates may be adopted as to zones which reflect the boundaries of one or more Parties and shall neither exceed the reasonable cost of service provided to any such zone nor require ratepayers in one zone to subsidize the cost to serve another zone. To the extent rates cannot cover the cost of service in a zone, the difference must be covered by grants, discretionary revenues, or other non-rate revenues. In particular, and without narrowing the foregoing, the Water Executive Committee’s ratemaking in compliance with Proposition 218 and other law shall account for assets each Party brings to this Agreement as depicted in Exhibit A and will not charge that Party’s customers to recreate the remaining utility of those assets
3. To establish connection and/or capacity fees for the temporary or permanent connection of residential, commercial, and industrial users to the Combined Water System except as the law may otherwise require;
4. To establish any other taxes, assessments, fees, or charges reasonably necessary to provide the Services, including fees for permits or inspections, provided that all such fees shall comply with this Agreement and applicable provisions of Proposition 218 and California Constitution, Article XIII C, section 1, subdivision (e) (“Proposition 26”), and other applicable law;
5. To adopt ordinances and regulations enforceable within the jurisdictional boundaries of each Party governing the Combined Water System and service to its users as required, and to the extent authorized, by law as necessary to provide the Services. The Parties shall collaborate to avoid conflicts or inconsistencies between ordinances or regulations adopted by a Party and ordinances or regulations adopted by the Water Executive Committee pursuant to this Agreement. No Party shall have any duty to enforce an ordinance or regulation other than its own; and
6. To maximize the availability of water to meet the collective needs of the Parties within the boundaries of each Party through the use of the collective water rights and supplies of each Party, subject to the terms and conditions of Section 12 of this Agreement.
7. All customers of the Parties, including agricultural customers, either before, after or absent consolidation or merger into the Combined Water System, shall have the same right and entitlement to water supplies and service that they enjoyed before the effective date of this Agreement, without discrimination or limitation. This reflects, but is not intended to alter, the legal principle that acquisition of a water supply on which users rely is subject to a duty to continue to serve them. (E.g., *Durant v. City of Beverly Hills* (1940) 39 Cal.App.2d 133.)
8. To accept grants, loans, and subventions which the Water Executive Committee shall appropriate consistently with the terms of those grants, loans, and subventions; applicable law, and the goal of this Agreement as reflected in the Recitals above.

B. AUTHORITIES RETAINED BY THE PARTIES.

Notwithstanding the foregoing, the Parties retain all their respective authorities to the extent the exercise of those authorities does not directly conflict with the duties and authorities granted to the Water Executive Committee. No Party shall exercise its authorities in a way that directly contravenes the purposes of this Agreement.

Section 7. KEY MANAGEMENT SERVICES.

The City shall provide the Services described in this Section 7 commencing on the Services Start Date. To provide the Services described herein, the City shall hire all the Districts' respective employees with a start date of no earlier than the Service Start Date. The employees of the Districts who wish to continue employment and the bargaining unit of the City to which each will be assigned are identified in Exhibit C to this Agreement. The City hereby waives the right to subject these new employees to probationary periods. Those employees' rights vis-à-vis the City will otherwise be governed by the City's collective bargaining agreements with its bargaining units; its current policies, procedures, and ordinances; and applicable law. The management and personnel services identified in Subsections A and B below ("Key Management Services") shall be provided by the City in accordance with this Agreement.

A. OPERATION AND MAINTENANCE OF THE COMBINED WATER SYSTEM.

1. Other than duties and obligations of the Water Executive Committee, and in consultation with the Water Executive Committee, the City shall provide general administration, operation, and oversight of UVWA all in accordance with this Agreement, applicable statutes, regulations, and applicable ordinances, adopted by the Water Executive Committee consistently with this Agreement. The following are examples of activities and deliverables the City shall provide in performing under this Agreement:
 - a. Read the meters in the service area;
 - b. Perform all necessary sampling, including for purposes of water quality;
 - c. Complete all required and routine reports;
 - d. Respond to all service calls;
 - e. Schedule a minimum of one on-call service personnel to respond to all after-hours and weekend calls in all service areas covered by this Agreement and/or any contract authorized under this Agreement; and
 - f. Any other levels of service as requested by the Water Executive Committee and funded in the annual budget.
2. Other than duties and obligations of the Water Executive Committee, and in consultation with the Water Executive Committee, the City may exercise on behalf of the Parties the following powers, and any other powers exercised by a general law city, as needed to perform under Section 7.A.1:
 - a. To manage, operate, maintain, and repair the Combined Water System, including any buildings, works or improvements comprising part of the systems and located either inside or outside the boundaries of the Parties, in accordance with sound engineering and accounting practices and with all applicable local, state, and federal laws and regulations; provided that the City and UVWA need not enforce any local ordinances but their own;
 - b. To implement the budgets approved by the Water Executive Committee.
 - c. The City cannot increase the total amount of the approved expenditure budget without prior approval of the Water Executive Committee, except as: (i) warranted for an urgent and/or emergency provision of water or sewer service which shall be reported to the Water Executive Committee before its next regular meeting following the expenditure of the funds; or (ii) to services within the City to be funded by rates levied for those services or other City revenues;
 - d. To contract for the provision of personal or professional services in connection with providing Services;
 - e. To enforce ordinances and regulations of the Combined Water System for the Parties and UVWA, including the use of the Combined Water System;
 - f. To bill for and collect revenue measures established under this Agreement, including the

- authority of a general law city to terminate water service or other utility services contained in the same bill for nonpayment in accordance with the Public Utilities Code;
- g. To allocate and assign water rights and water supplies of each Party within the boundaries of the Parties, as necessary for the efficient and cost-effective supply of water to the customers of the Parties, subject to the terms and conditions of Section 12 of this Agreement.
 - h. With the approval of the Water Executive Committee and at City's sole election, to use any statutory power available to the City under the JEP Act and any other applicable laws, whether heretofore or hereinafter enacted or amended, for issuance and sale of any revenue bonds or other evidences of indebtedness necessary or desirable to finance the exercise of any Services of the City under Section 7, and to borrow from any source including, without limitation, the federal or state governments, for these purposes:
 - 1. To contract for the provision of personal or professional services in connection with providing the Services for the Parties;
 - 2. To contract for the installation or construction of capital improvements to the Combined Water System;
 - 3. To acquire, lease, hold, and dispose of such equipment as may be reasonably necessary or appropriate to the proper operation, maintenance, administration, and management of the Combined Water System or the provision of Services;
 - 4. To file reports associated with the operation, maintenance, administration and management of the Combined Water System and the provision of Services;
 - 5. To implement all requirements of laws and ordinances, applicable to the provision of Services, including, but not limited to, permitting, inspections, monitoring, reporting, and enforcement activities; and
 - 6. To provide City staff or contractors to support UVWA or the Parties in performing functions and responsibilities as requested by the Water Executive Committee.

B. FINANCIAL AND GENERAL SERVICES.

- 1. The City agrees to provide the Services to UVWA and the Parties for the term of the Agreement, including accounts payable, procurement, billing and accounts receivable, general accounting and reporting, budget development and monitoring, and other general services such as human resources and city clerk services as the City reasonably deems necessary to provide the Services at the level requested by the Water Executive Committee and as can be funded by the budget approved by the Water Executive Committee.
- 2. The City will perform these services pursuant to any applicable state and federal law and pursuant to City policies and regulations, unless the City and the Water Executive Committee otherwise agree in writing. The City shall perform procurement, contracting and personnel services in accordance with laws applicable to California cities, including, but not limited to, the Uniform Construction Cost Accounting Act. The City is not performing these services as the Parties' agent, but as a service provider, and the Parties agree that the City does not assume a fiduciary duty to the Parties in the performance of these financial and general services. Nor need the City provide Services beyond what can be funded by the budget approved by the Water Executive Committee.
- 3. The Parties shall compensate the City for the Services consistently with the annual budget approved by the Water Executive Committee. The City shall have the right to withhold performance of a particular level of service if it considers the funding in an approved budget insufficient to cover the City's cost in providing that level of service; provided, however, that nothing in this sentence detracts from the City's obligation to maintain service as provided in Section 6.A.7 of this Agreement.
- 4. The City's cost to provide the Services includes indirect costs, such as general administration and

overhead. Unless the City and the Water Executive Committee agree otherwise in writing, the City shall charge indirect costs of the Services consistently with Exhibit B.

Section 8. MUTUAL COOPERATION.

- A. OUT OF AREA SERVICE AGREEMENT (“OASA”). The City may prepare OASAs on the recommendation of the Water Executive Committee to serve areas outside the boundaries of the Parties but within the City’s sphere of influence, where development could occur with the provision of water services. The City shall submit such OASAs to the Water Executive Committee for review and approval before filing with LAFCo. This Agreement and any OASA-related tax sharing agreement with Mendocino County shall be attached to and incorporated by reference into any OASA submitted to LAFCo under this Agreement.
- B. As long as this Agreement remains in effect and the Parties comply with Sections 8 and 10.B, the City agrees that it will not apply to LAFCo for detachment of District Parties’ territory from the Districts’ boundaries when that territory is annexed to the City unless and until all of the territory of a District is annexed to the City.
- C. The Districts agree to support City Annexations and to work cooperatively with the City regarding revisions to the City’s General Plan, Municipal Service Review (“MSR”) and Sphere of Influence (“SOI”) necessary or advisable to enable City Annexations and not to propose or seek LAFCo approval for or support proposed provisions in a District’s MSR or SOI that would inhibit, conflict with, or prevent such City Annexations and/or reorganizations, as described in this Agreement.
- D. Pursuant to Government Code Section 57105 or other applicable provisions of state law, the Districts will support LAFCo either designating a District as a subsidiary district of the City or merger of a District with the City at such time as 70% or more of registered voters in a District are within the City limits and 70% of the area of land within a District is within the City’s jurisdictional boundaries or when those reorganizations are otherwise authorized by state law.
- E. The Districts will support and cooperate with the City in seeking legislation to amend the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (“CKH Act”) to authorize merger of a District with the City or the establishment of a District as a subsidiary district of the City when 70% or more of registered voters in a District are within the City limits without regard to the area of a District’s land that is within the City.

Section 9. SERVICES TO OTHER AGENCIES.

The Water Executive Committee may recommend that the City provide water services to agencies not party to this Agreement. Such services may be provided with the concurrence of all Parties and upon execution of an amendment to this Agreement by all Parties or upon execution of a contract authorized by all Parties. The charges for such services shall be determined by the Water Executive Committee in accordance with the budget provisions of this Agreement. The City retains the power to provide services to other agencies on terms of its choosing provided that its doing so does not impair its ability to provide the Services.

Section 10. WITHDRAWAL; TERMINATION.

- A. A Party may withdraw from this Agreement with a July 1st effective date on 90 days’ notice to the Water Executive Committee and all Parties. Such withdrawing Party shall perform all obligations under this Agreement until the agreed upon date of withdrawal. A withdrawing Party shall remain obligated to perform obligations, including financial obligations, arising before the withdrawal date, even after the date

of withdrawal.

- B. Upon withdrawal from UVWA, a departing Party shall regain control of, and responsibility for, its Water System as it existed as of the Effective Date, to the extent feasible. The Parties acknowledge that a Party's Water System as of a withdrawal date may differ from that in existence on the Effective Date. Any infrastructure, such as tanks, pipes, pumps, treatment facilities, and water rights, that UVWA uses only to serve that Party shall be the withdrawing Party's property as of the withdrawal date. If any infrastructure serves more than one Party, the withdrawing Party shall recover ownership and control of that infrastructure upon agreement of the other Party or Parties it serves, but will remain obligated to serve all customers of other Parties served by such infrastructure and water supplies at the time of withdrawal, with appropriate compensation paid by UVWA or the Par(ies) benefitted by such service. Absent such agreement, infrastructure serving more than one Party shall remain part of the Combined Water System and operated by the City until the Parties served by that infrastructure reach an agreement or the dispute is resolved pursuant to Section 20 of this Agreement or otherwise.
- C. In negotiating the disposition of infrastructure which serves more than one Party, these general principles shall inform discussion:
 - 1. The primary obligation shall be to provide uninterrupted service to all customers of the Combined Water System.
 - 2. All other things being equal, a withdrawing Party should resume possession and control of infrastructure which was part of its Water System on the Effective Date.
 - 3. Any infrastructure acquired, constructed, or improved with grant or other funds available only by virtue of this Agreement should not be separated from the Combined Water System unless it is necessary to do so to allow a Party to withdraw and will allow both uninterrupted service to all customers of the Combined Water System and compliance with grant, loan, and other conditions on the use of the infrastructure.

Section 11. DISSOLUTION/REORGANIZATION.

- A. The Agreement shall terminate if the number of parties to this Agreement becomes less than two, or if the Parties unanimously agree to terminate it. If the Parties have accumulated any assets relating to the shared management of water services before termination, such assets shall be distributed among the Parties in proportion to their respective contributions, unless the Parties agree otherwise. Any dispute as to the disposition of such assets shall be resolved as provided in Section 20 of this Agreement.
- B. The CKH Act shall govern any change of organization or reorganization of a District. This Agreement is intended to allow for the administration and operation of a Combined Water System on behalf of the Parties, until:
 - i. City annexations result in 70% of a District's territory and 70% of the registered voters of a District being within the City's limits; or
 - ii. satisfaction of other provisions of the CKH Act or other provisions of state law authorize a merger of the District with the City or establishing the District as a subsidiary district of the City;

in which event this Agreement will be deemed to be the affected Parties' joint request to LAFCO, pursuant to Government Code Sections 56078 and 57105, to either merge the District with the City or establish the District as a subsidiary district of the City with the City Council serving as the Board of Directors of the District.

- C. If any of the Parties to this Agreement receives grant funding of \$1,000,000 or more to develop capital assets to serve more than one of those Parties, the City shall apply to LAFCO to combine the Parties to benefit from the capital asset into a new or existing public entity to own and operate that asset, if and as required by the terms of the grant. If the Cortese-Knox-Hertzberg Act does not authorize the City to make the application, the City shall invite LAFCO to exercise its own authority to initiate the change of organization. Each of the Parties to this Agreement agrees to support such a change of organization and, by making this Agreement, authorizes the City to propose such changes of organization on its behalf.

Section 12. TRANSFER, MODIFICATION, AND USE OF WATER RIGHTS.

To achieve the goal of applying and using the water rights of all Parties collectively to serve the customers of all Parties, and the eventual customers of the Combined Water System, without limit or restriction, and in recognition of the eventual need to operate, maintain, and administer the Parties' water resources and transmission and treatment systems as a Combined Water System, the Parties agree to the following:

- A. Within 60 days of the execution of this Agreement, each Party shall identify and disclose (1) all water rights it currently holds and uses, (2) how it must modify or amend the water rights to allow a Combined Water System to use the water rights, (3) to the extent possible, the process and procedure each Party must undertake to allow a different entity to use of the water rights as part of a Combined Water System, including any necessary approvals, and (4) a plan and estimated time period to modify and transfer such water rights.
- B. The Parties shall take any and all actions which are necessary and appropriate to modify, amend or transfer the water rights of the Parties to UVWA, the City, or other entity that will own or operate the Combined Water System, for the collective use of such water rights within the service areas of all Parties, if possible. Each Party shall support and cooperate with the other Parties to effectuate the modification, amendment to, or transfer of, its water rights, including, but not limited to, granting approvals, signing agreements, meeting and working with local and state officials and regulators, responding to and defending against protests, objections, and legal challenges to the modification, amendment, or transfer of water rights, and the Parties agree to separately or collectively conduct and support any required environmental review in support of the modification, amendment to, or transfer of, the water rights of the Parties.
- C. While the Parties are undertaking efforts to modify, amend, or transfer their water rights, each Party will, as necessary to effectuate the purpose of this Agreement and to the extent feasible, allow its water rights to be used collectively, even if on a temporary or short-term basis, by the Combined Water System. Each Party, however, will still have the primary right and authority to continue to use its respective water rights within its current service areas and for the benefit of its current customers, up to the time that the rights are transferred to, or obtained for the benefit of, the Combined Water System.
- D. The Parties agree to initiate, fund, and pursue all efforts necessary to modify, amend, or transfer the water rights of the Parties for use in the Combined Water System, but UVWA and all Parties will ultimately be responsible for costs, expenses and fees associated with and arising out of such efforts, and the Parties will have the right to seek reimbursement from UVWA for recovery of such costs, expenses, and fees.
- E. If a Party withdraws from this Agreement, the Agreement is terminated, or the Combined Water

System ceases to function or exist, the affected Party or Parties will retain all of its or their water rights, or if necessary the rights shall revert to the original right holder, and the Parties will take any and all actions which are necessary and appropriate and shall support and cooperate with the other Parties to return or restore the water rights to the Party that formerly held such rights. The water rights of a withdrawing Party shall remain dedicated and committed to the Combined Water System until the later of the withdrawal date or the date those rights may be lawfully used by the withdrawing Party alone.

- F. Notwithstanding any other provision of this Agreement, the Parties agree, represent, and confirm that they will endeavor to and will take any and all reasonable and necessary steps to ensure that the customers of each Party will continue to receive a clean, safe, and reliable water supply at all times, without delay or disruption.
- G. Notwithstanding the foregoing, this Agreement does not and shall not be interpreted to authorize or require the use of a water right or related asset other than as permitted by law, nor shall this Agreement require or authorize any act in contravention of any third-party rights, to the extent any of the water rights or other assets of the Parties are subject to liens for debt and other such claims.

Section 13. AMENDMENT TO AGREEMENT.

The Water Executive Committee may recommend an amendment to this Agreement. This Agreement may only be amended by approval of all the Parties to this Agreement. The Water Executive Committee shall forward a proposed amendment with its recommendation to the legislative body of each Party. The proposal shall be adopted, properly executed, and returned to the Water Executive Committee if the Party approves the amendment. This Section 13 shall not prevent the Parties from adopting an amendment to this Agreement that is not recommended by the Water Executive Committee.

Section 14. ADDITIONAL PARTIES TO THE AGREEMENT.

A public agency, as that term is defined in the JEP Act (Government Code section 6500), located in Mendocino County may become a Party to this Agreement upon:

1. Its approval and execution of this Agreement as required by law, and;
2. Approval of the Water Executive Committee.

Section 15. NOTICES.

Whenever notice or other communication is permitted or required by this Agreement, it shall be deemed given when (i) personally delivered or (ii) when received, if delivered by overnight courier or email (if email receipt is acknowledged in writing), or (iii) 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 Attn: Mayor and City Manager 300 Seminary Ave. Ukiah, CA 95482 Email: swhite@cityofukiah.com
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To Millview County Water District:

Millview County Water District
Attn: Mr. Tim Price
151 Laws Ave.
Ukiah, CA 95482
Email: jwalker@willowc wd.org

To Redwood Valley County Water District: Redwood Valley County Water District

Attn: Mr. Tom Schoeneman
151 Laws Ave.
Ukiah, CA 95482
Email: jwalker@willowc wd.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 16. SEVERABILITY.

Except as otherwise provided in this Section 16, should any part, term, portion, or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any state or federal law, or otherwise be rendered unenforceable or ineffectual, including by amendment or repeal of a statute, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the Parties intended to enter into in the first instance. The City's promise to provide Services is dependent on and not severable from the validity and enforceability of Sections 7, 8 and 10.B.

Section 17. HOLD HARMLESS AND INDEMNITY.

To the fullest extent permitted by law, each of UVWA and the Parties (the "Indemnifying Party") agrees to save, indemnify, defend and hold harmless UVWA and each other Party and its officers, agents and employees ("Indemnified Parties") from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threatened, including reasonable and actual attorney fees and costs, court costs, interest, defense costs, and expert witness fees, which arise out of, or are in any way attributable in whole or in part to, negligent or intentional acts or omissions of an Indemnifying Party or its employees except such losses as arise from the sole negligence or intentional act of an Indemnified Party.

Section 18. LEGAL REPRESENTATION AND ADVICE.

In the course of performing this Agreement, each Party shall seek legal advice from its own counsel. If a legal matter or issue relates to two or more Parties where the Parties involved will benefit from joint representation, the Parties may choose to be represented by the same legal counsel so long as no conflict of interest arises by such representation and the representation is permitted by the Rules of Professional Conduct of the California State Bar. In that event, the Parties may agree on an apportionment of costs, if applicable, as allowed by law. Under any circumstances when two or more Parties are represented by the same legal counsel, no Party may bind the others to a settlement agreement without the written consent of the other Parties to be bound.

Section 19. INSURANCE.

- A. Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations; provided funding is provided in a budget approved by the Water Executive Committee to pay the premiums for said insurance or the Water Executive Committee elects to provide insurance coverage for all Parties. While the City provides the Services pursuant to Section 6 of this Agreement under rates adopted pursuant to Section 5: (i) no District need fund insurance at its own expense and (ii) the Water Executive Committee shall maintain or, at its option, fund directors and officer's liability coverage for each of the Districts.
- B. Without in any way affecting the indemnity herein provided and in addition thereto, unless the Executive Committee provides insurance to cover the Parties, each Party shall secure and maintain throughout the Agreement the following types of insurance:

1. WORKERS' COMPENSATION.

A program of Workers' Compensation Insurance or a state-approved self-insurance 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. This coverage may be waived if a Party's legislative body certifies that the Party has no employees and does not treat volunteers as employees for worker's compensation purposes.

2. 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). This requirement can be waived by the Water Executive Committee, if the Board of Directors of a District certifies that it has no vehicles and that no non-owned, uninsured vehicles are used on District business.

3. ADDITIONAL NAMED INSURED.

All policies, and/or memoranda of coverage, except Workers' Compensation, shall contain additional endorsements naming each Party and its officers, employees, and agents as additional named insureds with respect to liabilities arising out of each Party's performance hereunder.

4. 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 20. MEDIATION AND DISPUTE RESOLUTION.

- A. Except as otherwise provided in Sections 10.B and 11.A, if (1) any dispute arises at any time between or among the Parties regarding interpretation or implementation of this Agreement that does not concern a decision of the Water Executive Committee, or (2) if a minority of members of the Water Executive Committee file a written appeal with the Water Executive Committee within 14 days of a decision or action of the Water Executive Committee, or (3) if one or more Parties fails or refuses to follow the order or direction of the Water Executive Committee or breaches this Agreement, the Parties will, in the first instance, attempt in good faith to meet to discuss and informally resolve the dispute through their representatives or their designees. The Parties must give written notice of the existence and subject of a dispute, which notice shall commence the dispute resolution process of this Agreement.

- B. If, within 30 days of service of notice of a dispute, the Parties cannot resolve the disputed issue through informal mediation, unless extended by mutual agreement of all Parties, the matter shall be submitted to JAMS, or a comparable mediation service, or a mutually agreeable mediator, for formal mediation by a single mediator who should have technical or legal expertise or experience with water resources and supplies, utility services, or local government agencies. The mediator will be selected by unanimous consent of the Parties, but if unanimous consent cannot be obtained, the mediator will be selected at random from a list of mediators maintained by the Water Executive Committee based on the qualifications set forth in this paragraph.
- C. Any Party may commence formal mediation by providing to the mediator and the other Parties a written request for mediation, setting forth the subject of the dispute and the relief requested. If the formal mediation process has not concluded or has not resolved the dispute within 60 days of a written request for mediation, the mediation process will be deemed completed, unless the Parties extend the 60-day period in writing.
- D. If the dispute is not resolved by informal or formal mediation, each Party will be free to pursue whatever legal or equitable remedies may be available. No Party shall be permitted to file a legal action without first complying with the requirements of this Section 20. This provision shall not waive or otherwise affect the applicable provisions of law governing claims against a public entity or the applicable statutes of limitation.
- E. The fees and expenses incurred as a result of any dispute resolution activities, including attorney fees, mediator fees and costs, expert costs, and other expenses, shall be borne solely by the Parties involved in the dispute and participating in the mediation. The Parties involved in the dispute will share the mediator's expenses on an equal basis. No Party shall be deemed the prevailing party for purposes of recovery of fees, costs, or expenses.

Section 21. 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 22. SUCCESSORS.

This Agreement shall bind and inure to the benefit of all successors and assigns of the Parties and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

Section 23. WARRANTY OF LEGAL AUTHORITY.

The Parties' Legislative Bodies have each authorized execution of this Agreement, as evidenced by the signatures below. Those who sign below warrant for the benefit of the Parties for which they do not sign that they have actual authority to execute this Agreement and to bind to it the Party for which they sign.

Section 24. ASSIGNMENT / DELEGATION.

No Party shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Parties, and no assignment shall be of any force or effect whatsoever unless and until the other Parties shall have so consented.

Section 25. NO THIRD-PARTY BENEFICIARY.

This Agreement is only for the benefit of UVWA and the Parties as municipal or public entities and shall not be construed or deemed to operate as an agreement for the benefit of any third party and no third party shall have any right of action or obtain any right to benefits or position of any kind by reason of this Agreement.

Section 26. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 27. AGREEMENT CONTROLLING.

In the event of a conflict between the text of this Agreement and any attachment to it, the text shall prevail.

Section 28. ENTIRE AGREEMENT; COUNTERPARTS.

This Agreement, including its attachments, is intended both as the final expression of the Agreement among the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be transmitted electronically and executed in counterparts, each such executed electronic copy shall be admissible for any purpose and in any judicial or administrative proceeding as evidence of the agreement between the Parties. Signatures may be exchanged by emailed pdf or other electronic form with the same force as original signatures.

Section 29. EXHIBITS.

All exhibits to which reference is made are incorporated into this Agreement as though fully set forth at length, whether or not actually attached.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the day and year first above written.

CITY OF UKIAH

By: _____,
_____, Mayor

Approved to Form:

City Attorney

Attest:

Kristine Lawler, City Clerk

MILLVIEW COUNTY WATER DISTRICT

By: _____
_____, Board President

Approved to Form:

District Counsel

Attest:

District Secretary

REDWOOD VALLEY COUNTY WATER DISTRICT

By: _____
_____, Board President

Approved to Form:

District Counsel

Attest:

District Secretary

Exhibits

- A: Each Party's Water System As of the Effective Date
- B: Ukiah's cost allocation plan in effect as of the Effective Date
- C: District Employees to be hired by City and Bargaining Units to which they are to be assigned



AGENDA SUMMARY REPORT

SUBJECT: Possible Adoption of Resolution Making Findings of Fact Regarding the Need for Additions and Amendments to the California Fire Code, Including the National Fire Protection Association (NFPA) 1 Chapter 38 Due to Local Conditions; and Consideration and Possible Introduction of an Ordinance by Title Only to Adopt the Amended 2022 California Fire Code.

DEPARTMENT: Community Development

PREPARED BY: Matt Keizer, Chief Building Official / Fire Code Official UVFD

PRESENTER: Matt Keizer, Chief Building Official / Fire Code Official UVFD

ATTACHMENTS:

1. 13a Proposed Resolution
2. Proposed 2022 Fire Code Ordinance - Redline
3. Proposed 2022 Fire Code Ordinance - Clean

Summary: Council will consider the adopting a resolution making Findings of Fact regarding the need for additions and amendments to the California Fire Code, including the National Fire Protection Association (NFPA) 1 Chapter 38 due to local conditions; and introducing an Ordinance to adopt the amended 2022 California Fire Code.

Background: California utilizes the International Fire Code (IFC) as published by the International Code Council (ICC) and amends the Code to specifically meet the hazards encountered statewide. The state also allows local jurisdictions to amend the Code based upon local conditions and needs, and then adopt the amended version of the Code via ordinance.

The IFC and California Fire Code are updated every three (3) years and were last updated and adopted in 2019. On November 2, 2022, Staff brought an update to Council, and Council at that time appointed an ad hoc committee comprised of two Council Members (Crane/Orozco) and two Ukiah Valley Fire District (UVFD) Board Members (Jennings/Bushby) to discuss and review the Ordinance to ensure that the version of the Ordinance considered by the City and the UVFD were in alignment.

Discussion: Staff recommends that Council adopt the Resolution in Attachment 1, which sets forth findings of fact regarding the need for modifications to the Code due to local conditions.

The Ordinance for Council's consideration is the result of input from the ad hoc committee, in which all parties are in agreement. A redline version of the amended Ordinance, depicting the work of the ad hoc, is within Attachment 2. A clean version of the final Ordinance is within Attachment 3.

Staff recommends adopting the Resolution, then introducing the Ordinance by title only amending Division 6, Chapter 3, Articles 1 and 3, of the Ukiah City Code, entitled: 'Fire Prevention Code,' to adopt the 2022 Edition of the California Fire Code, including additions or amendments, as well as NFPA 1 Chapter 38 thereto to address local conditions.

Recommended Action: Adopt resolution making Findings of Fact regarding the need for additions and amendments to the California Fire Code, including the National Fire Protection Association (NFPA) 1 Chapter 38 due to local conditions; and introduce an Ordinance by title only to adopt the amended 2022 California Fire Code.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Community Development-Fire Prevention / UVFA

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): GP-A6 - Safety Element

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION 2024-**RESOLUTION OF THE CITY OF UKIAH CITY COUNCIL ESTABLISHING FINDINGS OF FACT AND NEED FOR CHANGES OR MODIFICATIONS TO THE STATE BUILDING STANDARDS CODE BECAUSE OF LOCAL CONDITIONS**

CHANGES OR MODIFICATIONS: Pursuant to Section 13869.7, 17958.5, 17958.7, 17922, and 18941.5 of the State of California Health and Safety Code, the City of Ukiah City Council in its ordinance adopting and amending the 2022 Edition of the California Fire Code with reference to the 2021 Edition of the International Fire Code, changes or modifies certain provisions of the 2022 California Building Standards Code (Title 24, Part 9) as it pertains to the regulation of buildings used for human habitation. A copy of the text of such changes or modifications is attached.

Findings: Pursuant to Sections 17958.5, 17958.7, 17922, and 18941.5 of the State of California Health and Safety Code, the City of Ukiah City Council has determined and finds that the attached changes or modifications to the 2022 California Building Standards Code are needed and are reasonably necessary because of local climatic, geographic, and topographic conditions.

Local Conditions: Local conditions have an adverse effect on the prevention of (1) major loss fires, (2) major earthquake damage, and (3) the potential for life and property loss, making necessary changes or modifications to the 2022 California Fire Code, 2021 International Fire Code and the 2022 California Building Standards Code in order to provide a reasonable degree of property security and fire and life safety in this Fire District.

Below are listed adverse local climatic (see No. 1), geographic, and topographic (see No. 2) conditions.

1. Climatic

- a. **Precipitation**. Precipitation ranges from 13 to 71 inches per year with an average of approximately 37 inches per year. Approximately eighty-nine percent (89%) falls during the months of November through April, and eleven (11%) from May through October.
- b. **Relative Humidity**. Humidity generally ranges from 35% during daytime to 85% at night. The humidity can drop to 12% or lower during the summer months.
- c. **Temperatures**. Temperatures have been recorded as high as 115 degrees F. Average summer highs are in the 86 to 91 degree range.
- d. **Winds**. Prevailing winds are from the northwest. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the 3 – 18 mph range, gusting to 33 mph, particularly during the summer months. Extreme winds, up to 50 mph, have been known to occur.
- e. **Summary**. These local climatic conditions affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, of low humidity and high temperatures create extremely hazardous conditions, particularly as they relate to the ignition of structure fires which have the potential to burn into the vegetation (wildland), and vice versa. The winds experienced in this area can have a tremendous impact upon structure fires in buildings of close proximity to one another, commonly found in the residential neighborhoods throughout the Ukiah Valley. During structure, or wildland fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires,

winds can literally force fire back into the building and create a blowtorch effect, in addition to preventing “natural” ventilation and cross-ventilation efforts.

2. Geographic and Topographic

- a. The fire environment of a community is primarily a combination of two factors: the area’s physical geographic characteristics and the historic pattern of urban-suburban development. These two factors, alone and combined, create a mixture of environments, which ultimately determines the area’s fire protection needs.

The basic geographical boundaries of the District include Nelson Ranch Road to the south, Cleland Mountain to the west, Gold Gulch to the north and Cow Mountain to the east.

Because of the size of the Ukiah Valley Fire District (98 square miles), the characteristics of the fire environment changes from one location to the next. Therefore, the District has not one, but a number of fire environments, each of which has its individual fire protection needs.

The service area of the Ukiah Valley Fire District has a varied topography and vegetative cover. A conglomeration of valley floor, mountainous slopes, and ridges make up the terrain. Development has occurred on the flat lands in the central portion of the District. However, over the last thirty years, development has spread onto the surrounding mountainous slopes.

- b. **Seismic Location.** The relatively young geological processes that have created the San Francisco Bay Area are still active today. The District sits on the Maacama fault between the San Andreas fault to the west and the Bartlett Springs fault to the east.
- c. **Size and Population.** The Ukiah Valley Fire District covers 98 square miles including a population estimated at 35,000. Ukiah Valley Fire has the largest number of dispatches of any fire district in Mendocino County. Within the Fire Protection District are four (4) fire stations and a total of 34 Fire District personnel. The Fire Protection District handles diverse responsibilities including wildland, urban, freeway, and medical.
- d. **Roads and Streets.** The 2005 Regional Transportation Plan states that the mountainous nature of Mendocino County tends to minimize ground transportation options throughout the region. As a result, lengthy cul-de-sacs, dead-end roads, and looped road systems generally service many of the existing and new developments. Some planned unit developments are served by private roads, which create access problems (i.e., narrow paved widths and on-street parking).

The roadway systems on the flat lands within the Ukiah Valley Fire District are for the most part a grid or loop system. Many of the roads servicing residential areas on the east and west foothills of the District are narrow and winding affording difficult ingress to emergency apparatus. Ingress and egress into the foothill areas will be made extremely difficult by large-scale emergencies such as earthquake and wildland fire.

- e. **Topography.** The District’s service area is a conglomeration of valley floor, mountainous slopes, and ridges. The flatter lands are found in the central portion of the District. Most of the existing urban and suburbanized areas are on relatively flat lands (0 – 5% slope).

Correspondingly, there is much diversity in slope percentages to the east and west of the valley floor. Slopes on the northeast side of the valley floor average 26% and range from 8-80%. Slopes on the southeast side of the valley floor average 35% and range from 9-80%. Slopes

on the northwest side of the valley floor average 32% and range from 13-80%. Slopes on the southwest side of the valley floor average 48% and range from 6-80%. Slope is an important factor in fire spread. As a basic rule of thumb, the rate of spread will double as the slope percentage doubles, all other factors remaining the same.

Elevations are varied in the District with the most southwest turn on Ruddick Cunningham Road listed as 566 feet above sea level. The average elevation of the valley floor within the District is 585 feet above sea level. The highest elevation is located above Willow Creek on the east side of the District at 2600 feet above sea level.

- f. **Vegetation.** The Ukiah Valley's semi-arid Mediterranean-type climate produces vegetation similar to that of most of Mendocino County, with specific growth locale a result of topography and prevailing wind. The south facing exposures are primarily annual grass with occasional clumps of Oak trees. The east, north, west facing slopes are heavily wooded from lower elevations to ridge with Oak, Madrone, Douglas-fir, Redwood, and minor shrubs of the general Chaparral class.

Expansion of the residential community into areas of heavier vegetation has resulted in homes existing in close proximity to dense natural foliage. Often such dwellings are completely surrounded by highly combustible vegetation compounding the fire problem from a conflagration point of view.

- g. **Hydrology.** The Ukiah Valley Fire District contains Lake Mendocino, the Russian River, Mill Creek, Robinson Creek and multiple ephemeral streams. Annual precipitation at or above the annual average of 37 inches can result in flooding along the Russian River and its tributaries. These flooding events lead to increased emergency response times for apparatus responding through or around the flooded roadways.

- h. **Summary.** The above local geographic and topographic conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to the Ukiah Valley Fire District.

Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself.

The majority of the Ukiah Valley's industrial/commercial complexes are located in close proximity to the Maacama fault. This fault zone also contains the largest concentration of hazardous materials. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. The District's resources would have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single-dwelling or structure fires.

Other variables may tend to intensify the situation:

- 1) The extent of damage to the water system;
- 2) The extent of isolation due to bridge and/or freeway overpass collapse;
- 3) The extent of roadway damage and/or amount of debris blocking the roadways;
- 4) Climatic conditions (hot, dry weather with high winds);
- 5) Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours;
- 6) The availability of timely mutual aid or military assistance;

Conclusion: Local climatic, geographic, and topographic conditions impact fire prevention efforts, and the frequency, spread, acceleration, intensity and size of fire involving buildings in this community. Further, they affect potential damage to all structures from earthquake, or flood, and subsequent fire. Therefore it is found to be reasonably necessary that the California Fire Code and the State Building Standards Code be changed or modified to mitigate the effects of the above conditions.

Furthermore, California Health and Safety Code Section 17958.7 requires that the modification or change be expressly marked and identified as to which each finding refers. Therefore, the City of Ukiah City Council finds that the following table provides code sections that have been modified pursuant to **Ordinance 2023-1** which are building standards as defined in Health and Safety Code Section 18909, and the associated referenced conditions for modification due to local climatic, geological and topographical reasons.

<u>Section Number</u>	<u>Local climatic, geological and topographical conditions</u>
315.8	1e,2h
315.8.1	1e,2h
315.8.2	1e,2h
315.8.3	1e,2h
315.8.4	1e,2h
315.8.5	1e,2h
315.8.6	1e,2h
315.8.7	1e,2h
315.8.8	1e,2h
315.8.9	1e,2h
315.8.10	1e,2h
503.3.1	1e, 2a, 2d, 2e, 2f
503.4.2	1e, 2a, 2d, 2e, 2f
505.1	1e, 2h
505.3	1e, 2h
505.4	1e, 2c
505.5	1e, 2h
506.3	1e, 2h
1201.4	1e, 2h
903.2	1e, 2h
3314.1	1e, 2h
Table B105.2	1e, 2h
BB105.1	1w, 2h
5704.2.9.6.1	1e, 2h
5706.2.4.4	1e, 2h
5806.2	1e, 2h
6104.2	1e, 2h

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED that the Fire Chief of the Ukiah Valley Fire District shall provide a copy of the change or modification together with a copy of this resolution to the County of Mendocino pursuant to California Health and Safety Code Section 13869.7(b)

PASSED AND ADOPTED, by the City of Ukiah City Council, County of Mendocino, State of California on February 21, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Josefina Dueñas, Mayor

ATTEST: _____
Kristine Lawler, City Clerk

ORDINANCE NO. 20242

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ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 6, CHAPTER 3, ARTICLES 1 AND 3, OF THE UKIAH CITY CODE, ENTITLED: FIRE PREVENTION CODE.

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

SECTION ONE.

Article 1 of Chapter 3 in Division 6 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§5200 ADOPTION OF CALIFORNIA FIRE CODE

A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Ukiah, being marked and designated as the California Fire Code, ~~2019-2022~~ Edition, including Appendix Chapter 4 and Appendices B, BB, C, CC, D, E, F, G, H, I, K, N and O as published by the International Code Council, and National Fire Protection Association (NFPA) 1 Chapter 38, be and is hereby adopted as the Fire Code of the City of Ukiah, in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City Clerk are hereby referred to, adopted, and made part hereof, as if fully set out in this section, with the additions, insertions, deletions, and changes, if any, prescribed in Division 6, Chapter 3, Articles 2 and 3 of this code. ~~Further, the regulations known as the "SRA Fire Safe Regulations" as set forth within Title 14, Division 1.5, Chapter 7, Subchapter 2 of the California Board of Forestry applicable to the State Responsibility Area ("SRA") are hereby incorporated, adopted verbatim and made part hereof, and such SRA Fire Safe Regulations shall be enforced and implemented within all applicable High Fire Severity Zones within the City of Ukiah.~~

**§5200.5 INSERTIONS INTO CERTAIN SECTIONS OF THE CALIFORNIA FIRE CODE
~~2019-2022~~ EDITION**

The following sections of the California Fire Code, ~~2019-2022~~ Edition, are hereby ~~revised~~ amended by inserting information specific to the City of Ukiah so that these sections read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Ukiah, hereinafter referred to as "this code."

Section 105.1, General, of Chapter 1 is amended to read as follows:

105.1 General. Permits shall be in accordance with Sections 105.1.1 through 105.~~76.25-24~~ or other provisions of this code as required by the City of Ukiah.

Section 111.1, Board of Appeals Established, of Chapter 1 is amended to read as follows:

111.1 Board of Appeals Established. In order to hear and decide appeals of orders, decisions, or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall be the Board of Directors of the Ukiah Valley Fire District or a sub-committee as appointed by the Board of Directors of the Ukiah Valley Fire District. The fire code official shall be an ex-officio member of said board but shall have no vote on any matter before the board. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the Appellant with a duplicate copy to the fire code official.

Section 111.3, Qualifications, of Chapter 1 is deleted.

Section 111.5, Appeals Process, of Chapter 1 is added to read as follows:

111.5 Appeals Process. The appeals process for appeals of orders, decisions, or determinations made by the fire code official relative to the application and interpretation of this code shall be defined by sections 111.5.1 through 111.5.5.

Section 111.5.1, Initiating Appeal, of Chapter 1 is added to read as follows:

Section 111.5.1 Initiating Appeal. Any beneficially interested party has the right to appeal the order served by the fire code official by filing a written "NOTICE OF APPEAL" with the office of the fire code official within ten days after service of such order and upon payment of the sum of \$150. In the event the order of the fire code official is overturned following the appeal, the fee shall be returned. The notice shall state the order appealed from, the identity and mailing address of the Appellant, and the specific grounds upon which the appeal is made.

Section 111.5.2, Stay of Order, of Chapter 1 is added to read as follows:

Section 111.5.2 Stay of Order. The timely filing of a properly completed notice of appeal shall have the effect of staying the implementation of the order appealed from until the final decision of the appeal. Failure to file a timely notice of appeal waives any right to further challenge the order of the fire code official. "File" means delivered to the office of the fire code official at 300 Seminary Ln, Ukiah, California 95482.

Exception: Orders affecting acts or conditions which in the opinion of the fire code official, pose an immediate threat to life, property, or the environment as a result of panic, fire, explosion, or release are enforceable when made and are not stayed by the filing of a notice of appeal.

Section 111.5.3, Hearing of Appeal, of Chapter 1 is added to read as follows:

Section 111.5.3 Hearing of Appeal. Following is the process for establishing and hearing appeals:

The Board of Appeals, or the secretary thereof, shall set the matter to be heard at a date within thirty (30) days of receipt of such notice of appeal. Written notice of the time and place set for hearing shall be served on the Appellant by first class mail to the mailing address given in the notice of appeal. A hearing may not be conducted less than 20 days after notice is given to the applicant. The Board of Appeals may adopt rules governing the conduct of its hearings. Those rules shall include, at least, the following:

1.The fire code official shall submit evidence at the hearing substantiating his/her decision. Such evidence may include testimony, fire district, police or other reports of the incident, witness statements, and other documents. Not less than 10 days prior to the scheduled hearing, the fire code official must notify the Appellant of the name, address, and phone number of any witness to the violation and furnish the Appellant with a copy of any document the fire code official intends to submit at the hearing. Not less than seven (7) days prior to the hearing, the Appellant may request the fire code official to produce at the hearing any witness he/she intends to rely upon to substantiate the violation. The written request must name the witness or witnesses who are requested to attend the hearing. The fire code official may not rely on the testimony of any witness (including such testimony contained in reports or written witness statements) whose appearance at the hearing is required by this subsection if that witness fails to appear.

2.Not less than 10 days prior to the hearing, the Appellant must notify the fire code official in writing of the name, address, and phone number of any witness the Appellant intends to call as a witness at the hearing, provide a brief description of the proposed testimony, and furnish the fire code official with a copy of any document the Appellant intends to offer as evidence at the hearing. The Appellant may not call any witness to testify at the hearing who was not identified as required by this subsection or offer any document as evidence at the hearing that was not provided to the fire code official as required by this subsection.

3.At the hearing, the Appellant may be represented by an attorney, at the Appellant's expense. Both the fire code official and the Appellant shall have the right to examine and cross-examine any witness produced at the hearing. The rules of evidence that normally apply in court shall not apply in a hearing before the Board of Appeals, but it shall only consider evidence that would be relied upon by reasonable people making an important decision, and shall disregard evidence that by its nature is unreliable or not credible.

4.The entire hearing shall be electronically or stenographically recorded. The Board of Appeals shall base its decision exclusively on the evidence presented at the hearing and shall issue a written decision, which includes a statement of the relevant facts that it finds to be true and explains how the facts support its decision. The record of the hearing shall be preserved for not less than six (6) months after the decision is served on the Appellant.

Section 111.5.4, Hearing Decision, of Chapter 1 is added to read as follows:

Section 111.5.4 Hearing Decision. The chairperson of the Board of Appeals shall issue the written decision required by subsection 4 of Section 111.4.3 Hearing of appeal. The

Board of Appeals may issue a decision affirming, modifying, or vacating the order of the fire code official. The decision shall be in writing and shall be served upon the Appellant by first class mail to the mailing address given in the notice of appeal. The hearing decision shall include notice of the Appellant's right to seek review of the decision pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

Section 111.5.5, Finality of the Decision of the Board of Appeals, of Chapter 1 is added to read as follows:

Section 111.5.5 Finality of the Decision of the Board of Appeals. The decision of the Board of Appeals shall be the final decision for the District. The Board of Appeals shall have the power to continue any hearing and may, at its discretion, take the appeal under submission. The Board of Appeals shall render a decision not later than the seventh (7th) day following the date the matter was taken under submission, and forthwith notify the interested parties as previously set forth.

Section 111.5.6, Appeal to Superior Court, of Chapter 1 is added to read as follows:

Section 111.5.6 Appeal to Superior Court. Judicial review of the decision of the Board of Appeals shall be governed by the Code of Civil Procedure Sections 1094.5 and 1094.6.

Section 111.5.7, Enforcement of Decision, of Chapter 1 is added to read as follows:

Section 111.5.7 Enforcement of Decision. Unless stayed by a court, any final decision of the Board of Appeals is effective immediately and may be implemented and enforced by the District. The remedies provided by this code are cumulative and in addition to any other remedies available at law or in equity.

1.Causing, permitting, aiding, abetting, or concealing a violation of any provision of this ordinance shall constitute a violation.

2.Violations of this code are hereby declared to be public nuisances.

3.A violation of this code constitutes a misdemeanor/infraction punishable by a fine of \$1,000 or by imprisonment in the County jail for six months, or both.

4.In addition to other remedies provided by this ordinance or by other law, any violation of this ordinance may be remedied by a civil action brought by the District, including, for example, administrative or judicial nuisance abatement proceedings, other legally authorized enforcement proceedings, and suits for injunctive relief.

Section 11~~20~~.4, Violation Penalties, of Chapter 1 is amended to read as follows:

Section 11~~20~~.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor/infraction. The first citation within a 12-month period, for violations of the Fire

Code and any amendments adopted herein shall be treated as a Civil Penalty payable directly to the ~~City of Ukiah~~Ukiah Valley Fire District and is set at \$250.00 plus the actual costs of all inspections required to gain compliance at the current rate set from time to time by the ~~City of Ukiah~~Ukiah Valley Fire District, per hour with a 1 hour minimum. Said civil penalties shall be a debt owed to the ~~City of Ukiah~~District by the person responsible for the violation within thirty (30) days after the date of mailing the citation, unless an appeal is filed as provided in this section. Upon failure to pay the ~~Civil-civil~~ penalty when due, the responsible person shall be liable for civil action brought ~~forth~~ by the ~~City of Ukiah~~Ukiah Valley Fire District for such penalty and costs of the litigation, including reasonable attorney's fees.

Any subsequent citations within a twenty-four (24) month period for any violations of the Fire Code and any amendments adopted herein shall be misdemeanors/infractions, and shall be subject to the penalties set forth herein, or a civil penalty shall be assessed in the sum of \$500.00 plus the actual costs of all inspections required to gain compliance at the current rate set from time to time by the ~~City of Ukiah~~Ukiah Valley Fire District. The imposition of a penalty for any violation shall not excuse the violation or permit it to continue and all such persons shall be required to correct or remedy such violations or defects within a reasonable time. When not otherwise specified, each day that a violation occurs or continues, after a final notice has been delivered shall constitute a separate offense. The application of both penalties shall be held to prevent the enforced correction of the prohibited condition. Nothing contained in this Section shall be construed or interpreted to prevent the ~~City of Ukiah~~Ukiah Valley Fire District from recovering all costs associated with a Fire ~~Department-District~~ response as described in the ~~City of Ukiah~~ Valley Fire District's current cost recovery ordinance, Ordinance 2004-1, or subsequent cost recovery ordinances.

Any violation of any provision of this Chapter shall constitute a public nuisance and shall entitle the Ukiah Valley Fire District to collect the costs of abatement and related administrative costs by a nuisance abatement lien as more particularly set forth in Government Code Section 38773.1, and by special assessment to be collected by the County Tax Collector as more particularly set forth in Government Code Section 38773.5. At least thirty (30) days prior to recordation of the lien, or submission of the report to the Tax Collector for collection of this special assessment, the record owner shall receive notice from the Chief of the Ukiah Valley Fire District of the intent to charge the property owner for all administrative costs associated with enforcement of this Ordinance and abatement of the nuisance. The notice shall include a summary of costs associated with enforcement of this Ordinance and abatement of the nuisance. The property owner may appeal the Chief's decision to the Board of Directors of the Ukiah Valley Fire District within fifteen (15) days of the date of the notice and request a public hearing prior to recordation of the lien or submission of the report to the County Tax Collector for collection of the special assessment. In addition to the foregoing, the Ukiah Valley Fire District is authorized to prosecute a civil action to collect such abatement costs from the property owner or other person in possession or control of the affected property and shall be entitled to recover such abatement costs, together with the cost of litigation, including reasonable attorney's fees.

Any person receiving a citation for a civil penalty pursuant to Section 112.3, Violation Penalties, of Chapter 1, may file an appeal per Section 111.5 through 111.7 of this code against the imposition of the civil penalty or response costs and expense.

Section 11~~32~~.4, Failure to Comply, of Chapter 1 is amended to read as follows:

Section 11~~32~~.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to a fine payable directly to the ~~City of Ukiah~~Ukiah Valley Fire District in the amount ~~of set at~~ not less than \$250.00 or more than \$1000.00 plus the actual costs of all inspections required to gain compliance at the rate set ~~from time to time~~ by the ~~City of Ukiah~~Ukiah Valley Fire District, ~~per hour with a 1-hour minimum~~. This civil penalty shall be a debt owed to the District by the person responsible for the violation within thirty (30) days after the date of mailing of the citation unless an appeal is filed as provided for in Section 108.4.

Section 315.8 Lithium battery storage and handling, of Chapter 3, is hereby added to read as follows:

315.8Lithium battery storage and handling. The storage and handling of lithium-ion and lithium metal batteries or cells in quantities exceeding 1,000 pounds (4086 kg) shall comply with Sections 315.8.1 through 315.8.10, and Chapter 32 where applicable.

315.8.1Permits. Permits shall be required as set forth in Section 105.6.27.

315.8.2Maximum quantity in a fire area. The aggregate amount of lithium batteries stored and handled in a single fire area shall not exceed 9,000 pounds (4086 kg).

315.8.3Construction requirements. Fire areas shall be separated from each other by fire barriers having not less than a 2-hour fire-resistance rating constructed in accordance with Section 707 of the Building Code and horizontal assemblies constructed in accordance with Section 711 of the Building Code.

315.8.4Number of fire areas. The maximum number of fire areas within a building shall be four.

315.8.5Group H, Division 2 occupancy. Storage and handling of more than 9,000 pounds of lithium batteries per fire area shall be in an approved Group H, Division 2 occupancy constructed in accordance with the Building Code and provided throughout with approved automatic smoke detection and radiant-energy detection systems.

315.8.6Automatic sprinkler system. Buildings containing fire areas used for lithium battery storage or handling shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The design of the sprinkler system within each fire area shall not be less than that required for Extra Hazard Group 2 with a minimum design area of 2,500 square feet. Where the storage arrangement is required by other provisions of this code to be provided with a higher level of sprinkler system protection, the higher level of sprinkler system protection shall be provided.

315.8.7 Automatic smoke detection system. An approved automatic smoke detection system that activates an approved occupant notification system shall be provided throughout each fire area in accordance with Section 907.

315.8.8 Radiant energy detection. An approved radiant-energy detection system that activates an approved occupant notification system shall be installed throughout each fire area in accordance with Section 907.

315.8.9 Collection containers. Containers used to collect or store lithium batteries shall be: noncombustible and shall not have an individual capacity exceeding 30 gallons (113.6 L); or be approved for transportation in accordance with the Department of Transportation (DOT).

315.8.10 Storage configuration. Lithium batteries shall be considered a high-hazard commodity in accordance with Chapter 32 and where applicable, lithium battery storage shall comply with Chapter 32 in addition to Section 315.8.

Section 503.3.1, Fire Lane Designation, of Chapter 5 is hereby added to read as follows:

Section 503.3.1 Fire Lane Designation. Where the fire code official determines that it is necessary to ensure adequate fire access, the fire code official may designate existing roadways as fire access roadways as provided by Vehicle Code section 22500.1 (public) or 22658(a) (private).

Section 503.4.2, Roadway Design Features, of Chapter 5 is hereby added to read as follows:

Section 503.4.2 Roadway Design Features. Roadway design features (speed bumps, speed humps, speed control dips, etc.) which may interfere with emergency apparatus responses shall not be installed on fire access roadways, unless they meet design criteria approved by the fire code official.

Section 505.1, Address Identification, of Chapter 5 is hereby amended to read as follows:

Section 505.1 Address Identification. Approved numbers and/or addresses shall be placed and maintained on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said number shall contrast with their background and shall meet the minimum standards as to size: 4" high with a 0.5" stroke for residential buildings, 6' high and a 0.5" stroke for commercial and multi-residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the fire code official, such as rear access doors, building corners, and entrances to commercial centers. The fire code official may establish different minimum sizes for numbers for various categories of projects.

Section 505.3, Easement Address Signs, of Chapter 5 is hereby added to read as follows:

Section 505.3 Easement Address Signs. All easements, which are not named differently from the roadway from which they originate, shall have an address sign installed and

maintained, listing all street numbers occurring on that easement, located where the easement intersects the named roadway. Minimum size of numbers on that sign shall be 4" in height with a minimum stroke of 0.5" and shall contrast with the background.

Section 505.4, Map Directories, of Chapter 5 is hereby added to read as follows:

Section 505.4 Map Directories. A lighted directory map, meeting current ~~E~~fire department District standards, shall be installed at each driveway entrance to multiple unit residential projects and mobile home parks, where the numbers of units in such projects exceed 15.

Section 505.5, Response Map Updates, of Chapter 5 is hereby added to read as follows:

Section 505.5 Response Map Updates. Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates in a format (PDF and/or CAD format as approved by the fire code official) or compatible with current ~~department-District~~ mapping services, and shall be charged a reasonable fee for updating all response maps associated with this development.

Section 506.3, Emergency Electrical Disconnects, of Chapter 5 is hereby added as follows:

Section 506.3 Emergency Electrical Disconnects. Where access to main electrical control panels requires entry to, and passage through, portions of a structure which may be involved with fire, smoke, gasses, hazardous materials, or which otherwise present unsafe conditions to emergency personnel, the fire code official may require that a means of remotely disconnecting electrical service to the structure be provided. This means of remotely disconnecting electrical service shall be by a secured key switch mechanism approved by the ~~fire code official~~Fire District.

Section ~~§041201.43.1.1~~, Alternate Power Sources, of Chapter ~~6-12~~ is hereby added to read as follows:

Section ~~§041201.4.3.1.1~~ Alternate Power Sources. All permanent installations of electrical generators, wind generators, or other power sources shall be approved by the building code official. All applicable provisions of the ~~National-California~~ Electrical Code, ~~the California Plumbing Code, the Uniform Fuel Gas Code,~~ the California Building Code, ~~California Residential Code,~~ and this Code shall be followed for any such installation. Permanent engraved and affixed signage, red in color, reading "WARNING – This premises is provided with an Alternate Power source, Disconnection of commercial power may not disable the electric power source." Lettering shall be a minimum of 0.5" tall and shall be permanently affixed on each electrical panel subject to back-feed from alternate power sources. Any and all power disabling switches shall be clearly labeled.

Section 903.2, Where required, of Chapter 9 is hereby amended to read as herein provided. This section shall not amend the portion commencing and following Section 903.2.1.

Section 903.2 Where required. Approved automatic sprinkler systems in new, additions to existing, remodeled, added to or altered buildings and structures shall be provided in the locations described in this section.

A. Approved automatic sprinkler systems shall be provided in the new buildings and structures requiring a fire flow of ~~2000~~ 2,000 ~~1,750~~ gallons per minute (GPM) or greater as determined by Appendix B of this code.

B. Approved automatic sprinkler systems shall be provided in addition to existing structures where the new total building area would require a fire flow of 2,000 gallons per minute (GPM) or greater as determined by Appendix B of this code.

C. Approved automatic sprinkler systems shall be provided in existing structures ~~which are remodeled, added to or altered, except for ordinary maintenance and repair not involving structural alterations, where improvements occur during any three (3) year period which meet the definition of a "substantial remodel" and requiring a fire flow of 2,000 gallons per minute (GPM) or greater as determined by Appendix B of this code, and when the cost of such remodels, additions, or alterations within any 36 month period exceeds \$60,000.00.~~

Exception: Projects which are solely complying with statutory regulations (examples may be Health and Safety Codes, earthquake/seismic, American Disabilities Act (ADA), or façade improvements) will not trigger this requirement.

D. Approved automatic sprinkler systems shall be provided in new structures exceeding 30 feet in height above lowest grade level.

E. Approved automatic sprinkler systems shall be provided in those new, additions to existing, remodeled, added to or altered buildings and structures which require a fire flow, as determined by Appendix B of this code, in excess of the capability of the available water supply.

F. Approved automatic sprinkler systems shall be installed per 903.3.1.3 in new mobile homes, and manufactured homes.

G. For purposes of this Section, "substantial remodel" shall mean the alteration of any structure which combined with any additions to the structure, performed within any three (3) year period, affects an area of work that exceeds fifty percent (50%) of the existing floor area of the structure. When any changes are made in the building, such as walls, columns, beams or girders, floor or ceiling joists and coverings, roof rafters, roof diaphragms, foundations, piles or retaining walls or similar components, the area of work for all rooms affected by such changes shall be included in computing floor areas for purposes of applying this definition. This definition does not apply to the replacement and upgrading of residential roof coverings or exterior wall finishes.

Definition: Area of work: (For the purpose of determining the square footage affected by a construction permit.) An area, where work activity takes place for which a permit is required plus 5 feet in all directions and does not include adjacent spaces where no work requiring a permit is being done.

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Example: A 10 foot walls are moved that will take two spaces and turn them into one. The only area of work would be the wall plus five feet on either side. Total square footage 100 square foot assuming there is no other work being done that would require a permit in the same space.

Section 3313.1, Where required, of Chapter 33 is hereby amended to read as follows:

Section 3313.1 Where required. In buildings required to have standpipes by Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such

standpipes shall be installed during construction for each story above or below the first floor grade. Such standpipes shall be provided with ~~Fire department~~District hose connections at locations adjacent to stairways complying with Section 3311.1. Such standpipes shall be extended to the floor of the highest point of construction having secured decking or flooring.

~~Section-Table~~ B105.2, Buildings other than one- and two-family dwellings, of Appendix B is hereby amended as follows:

<u>AUTOMATIC SPRINKLER SYSTEM (Design Standard)</u>	<u>MINIMUM FIRE FLOW (gallons per minute)</u>	<u>FLOW DURATION (hours)</u>
<u>No automatic sprinkler system</u>	<u>Value in Table B105.1(2)</u>	<u>Duration in Table B105.1(2)</u>
<u>Section 903.3.1.1 of the California Fire Code</u>	<u>50% of the value in Table B105.1(2)^a</u>	<u>Duration in Table B105.1(2) at the reduced flow rate</u>
<u>Section 903.3.1.2 of the California Fire Code</u>	<u>50% of the value in Table B105.1(2)^b</u>	<u>Duration in Table B105.1(2) at the reduced flow rate</u>

Exceptions:

~~1. A reduction in required fire flow of up to 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire flow shall not be less than 1,500 gallons per minute (5,678 L/min) for the prescribed duration as specified in Table B105.1.~~

Section BB105.1, Fire-Flow requirements for buildings, of Appendix BB is hereby amended as follows:

Section BB105.1 The minimum fire flow and flow duration for school buildings shall be specified in Table BB105.1.

Exception: A reduction in required fire flow of up to 50 percent is allowed when the building is provided with an approved sprinkler system.

§5201 DEFINITIONS

In the California Fire Code, herein adopted, the terms used therein shall comply with the common construction given to and usage of them in the City and as hereinafter defined.

§5202 ENFORCEMENT

A. The California Fire Code (CFC) herein adopted shall be enforced by the Chief of the ~~Fire Department of the City~~Ukiah Valley Fire District who is hereby appointed to supervise the Bureau of Fire Prevention and such regularly employed members of said ~~DDistrict department~~ in accordance with the applicable provisions of the California Fire Code.

B. Section 104.3 of the California Fire Code is amended by adding subsection 104.3.2 thereto as follows:

For the purpose of providing and maintaining functions necessary for the prevention of fire and for the protection of life and property from fire and panic, there is hereby established a "self-inspection program" assuring that certain California building code (CBC) group B, F, H, L, M, and S occupancies within the city are inspected on an annual basis for fire safety.

The Ukiah ~~Fire department~~ District shall deliver, by hand or by mail, "self-inspection worksheet" and "business and emergency record" forms as established from time to time by said ~~department~~ District to certain CBC group B, F, H, L, M, & S occupancies within the city on an annual basis, or as may be initiated through the business license application process.

The owner or manager of said occupancy or person in highest authority in said occupancy shall be allowed thirty (30) days from issue date, as noted on the self-inspection worksheet, in which to conduct an inspection for fire safety, correct any deficiencies, complete said forms, and return completed forms to the Ukiah Valley Fire District ~~Ukiah fire department~~ as directed by the fire chief or his designee.

Any person who fails to comply with the requirements to return said forms duly completed and to correct the deficiencies noted in said occupancies within thirty (30) days of the issuance of said forms shall be guilty of an infraction, punishable by a fine of \$100 for a first offense, \$500 for a second offense and \$1,000 for a third or subsequent offense.

SECTION TWO.

Article 3 of Chapter 3 in Division 6 of the Ukiah City Code is hereby amended to read as follows:

§5216 SECTION 903.2

Section 903.2 (not including sections 903.2.1 and all subsections thereof) of the California fire code, 2010 edition, is amended to read as follows:

Section 903.2 – Where Required. Approved automatic sprinkler systems in new, additions to existing, remodeled, added to or altered buildings and structures shall be provided in the locations described in this section.

A. Approved automatic sprinkler systems shall be provided in new buildings and structures requiring a fire flow of 2,000 ~~2,000-1,750~~ gallons per minute (gpm) or greater as determined by appendix B of this code.

B. Approved automatic sprinkler systems shall be provided in additions to existing structures where the new total building area would require a fire flow of 2,000 ~~2,000-1,750~~ gallons per minute (gpm) or greater as determined by appendix B of this code.

C. Approved automatic sprinkler systems shall be provided in existing structures where improvements occur during any three (3) year period wch meet the definition of a "substantial remodel" and which are remodeled, added to or altered, except for ordinary maintenance and repair not involving structural alterations, requiring a fire flow of 2,000 2,0001,750 gallons per minute (gpm) or greater as determined by appendix B of this code, and when the cost of such remodels, additions, or alterations within any 36 month period exceeds \$60,000.

Exception: Projects which are solely complying with statutory regulations (examples may be health and safety codes, earthquake/seismic, American disabilities act (ADA), or facade improvements) will not trigger this requirement.

D. Approved automatic sprinkler systems shall be provided in new structures exceeding 30 feet in height above the lowest grade level.

E. Approved automatic sprinkler systems shall be provided in those new, additions to existing, remodeled, added to or altered buildings and structures which require a fire flow, as determined by appendix B of this code, in excess of the capability of the available water supply.

F. Approved automatic sprinkler systems shall be installed per 903.3.1.3 in new mobile homes, and manufactured homes.

G. For purposes of this Section, "substantial remodel" shall mean the alteration of any structure which combined with any additions to the structure, performed within any three (3) year period, affects an floor-area of work that exceeds fifty percent (50%) of the existing floor area of the structure. When any changes are made in the building, such as walls, columns, beams or girders, floor or ceiling joists and coverings, roof rafters, roof diaphragms, foundations, piles or retaining walls or similar components, the floor area of work of all rooms affected by such changes shall be included in computing floor areas for purposes of applying this definition. This definition does not apply to the replacement and upgrading of residential roof coverings or exterior wall finishes.

§5218 SECTION 506.3

Section 506.3 of the California fire code, 2010 edition, is added as follows:

Section 506.3 – Emergency Electrical Disconnects.

Where access to main electrical control panels requires entry to, and passage through, portions of a structure which may be involved with fire, smoke, gasses, hazardous materials, or which otherwise present unsafe conditions to emergency personnel, the chief may require that a means of remotely disconnecting electrical service to the structure be provided. This means of remotely disconnecting electrical service shall be by a secured key switch mechanism approved by the ~~fire department~~ Fire District.

§5223 GEOGRAPHIC LIMITS

~~That The~~ geographic limits referred to in certain section of the ~~2019-2022~~ edition of the California Fire Code are hereby established as follows:

Section 5704.2.9.6.1 The geographic limits referred to in Section 5704.2.9.6.1 of the ~~2022~~ ~~2219~~ edition of the California Fire Code in which storage of Class I, Class II, and liquids in outside above ground tanks is prohibited are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the ~~City of Ukiah~~ County of Mendocino, and agricultural land of less than two (2) acres.

Section 5706.2.4.4 The geographic limits referred to in Section 5706.2.4.4 of the ~~2022~~ ~~2219~~ edition of the California Fire Code in which storage of Class I, Class II, and liquids in aboveground tanks is prohibited are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the County of Mendocino ~~City of Ukiah~~, and agricultural land of less than two (2) acres.

Section 5806.2 The geographic limits referred to in the ~~2022~~ ~~2219~~ edition of the California Fire Code in which the storage of flammable cryogenic fluids in stationary containers are prohibited, are hereby established as follows: In all residential areas and heavily populated or congested commercial areas, as established by the ~~City of Ukiah~~ County of Mendocino.

Section 6104.2 The geographic limits referred to in Section ~~61-6138~~04.2 of the ~~2022~~ ~~2219~~ edition of the California Fire Code in which storage of liquefied petroleum gas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7,570 liters), is restricted, are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the City of Ukiah.

~~§5224 SECTION 7904.4.1.1~~

~~Section 7904.4.1.1 is hereby added to the California fire code to read as follows:~~

~~Section 7904.4.1.1 — Location Of Bulk Plants.~~

~~No bulk plants shall be constructed within the city limits of the city of Ukiah, except if constructed in accordance with section 7902.2.2.1 of the California fire code.~~

SECTION TWO.

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.

2. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on 11/2, 2022, by the following roll call vote:

Page 13 of 14

AYES:
NOES:
ABSENT:
ABSTAIN:

Adopted on 12/6, 20232, by the following roll call

vote: AYES:
NOES:
ABSENT:
ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk

ORDINANCE NO. 2024-**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 6, CHAPTER 3, ARTICLES 1 AND 3, OF THE UKIAH CITY CODE, ENTITLED: FIRE PREVENTION CODE.**

The City Council of the City of Ukiah hereby ordains as follows: SECTION ONE.

Article 1 of Chapter 3 in Division 6 of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§5200 ADOPTION OF CALIFORNIA FIRE CODE

A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Ukiah, being marked and designated as the California Fire Code, 2022 Edition, including Appendix Chapter 4 and Appendices B, BB, C, CC, D, E, F, G, H, I, K, N and O as published by the International Code Council, and National Fire Protection Association (NPFA) 1 Chapter 38, is hereby adopted as the Fire Code of the City of Ukiah, in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City Clerk are hereby referred to, adopted, and made part hereof, as if fully set out in this section, with the additions, insertions, deletions, and changes, if any, prescribed in Division 6, Chapter 3, Articles 2 and 3 of this code.

§5200.5 INSERTIONS INTO CERTAIN SECTIONS OF THE CALIFORNIA FIRE CODE -2022 EDITION

The following sections of the California Fire Code, 2022 Edition, are hereby amended by inserting information specific to the City of Ukiah so that these sections read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Ukiah, hereinafter referred to as "this code."

Section 105.1, General, of Chapter 1 is amended to read as follows:

105.1 General. Permits shall be in accordance with Sections 105.1.1 through 105.24 or other provisions of this code as required by the City of Ukiah.

Section 111.1, Board of Appeals Established, of Chapter 1 is amended to read as follows:

111.1 Board of Appeals Established. In order to hear and decide appeals of orders, decisions, or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall be the Board of Directors of the Ukiah Valley Fire District or a sub-committee as appointed by the Board of Directors of the Ukiah Valley Fire District. The fire code official shall be an ex-officio member of said board but shall have no vote on any matter before the board. The board shall adopt rules of procedure for

conducting its business and shall render all decisions and findings in writing to the Appellant with a duplicate copy to the fire code official.

Section 111.3, Qualifications, of Chapter 1 is deleted.

Section 111.5, Appeals Process, of Chapter 1 is added to read as follows:

111.5 Appeals Process. The appeals process for appeals of orders, decisions, or determinations made by the fire code official relative to the application and interpretation of this code shall be defined by sections 111.5.1 through 111.5.5.

Section 111.5.1, Initiating Appeal, of Chapter 1 is added to read as follows:

Section 111.5.1 Initiating Appeal. Any beneficially interested party has the right to appeal the order served by the fire code official by filing a written "NOTICE OF APPEAL" with the office of the fire code official within ten days after service of such order and upon payment of the sum of \$150. In the event the order of the fire code official is overturned following the appeal, the fee shall be returned. The notice shall state the order appealed from, the identity and mailing address of the Appellant, and the specific grounds upon which the appeal is made.

Section 111.5.2, Stay of Order, of Chapter 1 is added to read as follows:

Section 111.5.2 Stay of Order. The timely filing of a properly completed notice of appeal shall have the effect of staying the implementation of the order appealed from until the final decision of the appeal. Failure to file a timely notice of appeal waives any right to further challenge the order of the fire code official. "File" means delivered to the office of the fire code official at 300 Seminary Ln, Ukiah, California 95482.

Exception: Orders affecting acts or conditions which in the opinion of the fire code official, pose an immediate threat to life, property, or the environment as a result of panic, fire, explosion, or release are enforceable when made and are not stayed by the filing of a notice of appeal.

Section 111.5.3, Hearing of Appeal, of Chapter 1 is added to read as follows:

Section 111.5.3 Hearing of Appeal. Following is the process for establishing and hearing appeals:

The Board of Appeals, or the secretary thereof, shall set the matter to be heard at a date within thirty (30) days of receipt of such notice of appeal. Written notice of the time and place set for hearing shall be served on the Appellant by first class mail to the mailing address given in the notice of appeal. A hearing may not be conducted less than 20 days after notice is given to the applicant. The Board of Appeals may adopt rules governing the conduct of its hearings. Those rules shall include, at least, the following:

1. The fire code official shall submit evidence at the hearing substantiating his/her decision. Such evidence may include testimony, fire district, police or other reports of the incident, witness statements, and other documents. Not less than 10 days prior to the scheduled hearing, the fire code official must notify the Appellant of the name, address, and phone number of any witness to the violation and furnish the Appellant with a copy of any document the fire code official intends to submit at the hearing. Not less than seven (7) days prior to the hearing, the Appellant may

request the fire code official to produce at the hearing any witness he/she intends to rely upon to substantiate the violation. The written request must name the witness or witnesses who are requested to attend the hearing. The fire code official may not rely on the testimony of any witness (including such testimony contained in reports or written witness statements) whose appearance at the hearing is required by this subsection if that witness fails to appear.

2. Not less than 10 days prior to the hearing, the Appellant must notify the fire code official in writing of the name, address, and phone number of any witness the Appellant intends to call as a witness at the hearing, provide a brief description of the proposed testimony, and furnish the fire code official with a copy of any document the Appellant intends to offer as evidence at the hearing. The Appellant may not call any witness to testify at the hearing who was not identified as required by this subsection or offer any document as evidence at the hearing that was not provided to the fire code official as required by this subsection.
3. At the hearing, the Appellant may be represented by an attorney, at the Appellant's expense. Both the fire code official and the Appellant shall have the right to examine and cross-examine any witness produced at the hearing. The rules of evidence that normally apply in court shall not apply in a hearing before the Board of Appeals, but it shall only consider evidence that would be relied upon by reasonable people making an important decision, and shall disregard evidence that by its nature is unreliable or not credible.
4. The entire hearing shall be electronically or stenographically recorded. The Board of Appeals shall base its decision exclusively on the evidence presented at the hearing and shall issue a written decision, which includes a statement of the relevant facts that it finds to be true and explains how the facts support its decision. The record of the hearing shall be preserved for not less than six (6) months after the decision is served on the Appellant.

Section 111.5.4, Hearing Decision, of Chapter 1 is added to read as follows:

Section 111.5.4 Hearing Decision. The chairperson of the Board of Appeals shall issue the written decision required by subsection 4 of Section 111.4.3 Hearing of appeal. The Board of Appeals may issue a decision affirming, modifying, or vacating the order of the fire code official. The decision shall be in writing and shall be served upon the Appellant by first class mail to the mailing address given in the notice of appeal. The hearing decision shall include notice of the Appellant's right to seek review of the decision pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

Section 111.5.5, Finality of the Decision of the Board of Appeals, of Chapter 1 is added to read as follows:

Section 111.5.5 Finality of the Decision of the Board of Appeals. The decision of the Board of Appeals shall be the final decision for the District. The Board of Appeals shall have the power to continue any hearing and may, at its discretion, take the appeal under submission. The Board of Appeals shall render a decision not later than the seventh (7th) day following the date the matter was taken under submission, and forthwith notify the interested parties as previously set forth.

Section 111.5.6, Appeal to Superior Court, of Chapter 1 is added to read as follows:

Section 111.5.6 Appeal to Superior Court. Judicial review of the decision of the Board of Appeals shall be governed by the Code of Civil Procedure Sections 1094.5 and 1094.6.

Section 111.5.7, Enforcement of Decision, of Chapter 1 is added to read as follows:

Section 111.5.7 Enforcement of Decision. Unless stayed by a court, any final decision of the Board of Appeals is effective immediately and may be implemented and enforced by the District. The remedies provided by this code are cumulative and in addition to any other remedies available at law or in equity.

1. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this ordinance shall constitute a violation.
2. Violations of this code are hereby declared to be public nuisances.
3. A violation of this code constitutes a misdemeanor/infracton punishable by a fine of \$1,000 or by imprisonment in the County jail for six months, or both.
4. In addition to other remedies provided by this ordinance or by other law, any violation of this ordinance may be remedied by a civil action brought by the District, including, for example, administrative or judicial nuisance abatement proceedings, other legally authorized enforcement proceedings, and suits for injunctive relief.

Section 11.4, Violation Penalties, of Chapter 1 is amended to read as follows:

Section 11.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor/infracton. The first citation within a 12-month period, for violations of the Fire Code and any amendments adopted herein shall be treated as a Civil Penalty payable directly to the Ukiah Valley Fire District and is set at \$250.00 plus the actual costs of all inspections required to gain compliance at the current rate set from time to time by the Ukiah Valley Fire District, per hour with a 1 hour minimum. Said civil penalties shall be a debt owed to the District by the person responsible for the violation within thirty (30) days after the date of mailing the citation, unless an appeal is filed as provided in this section. Upon failure to pay the civil penalty when due, the responsible person shall be liable for civil action brought by the Ukiah Valley Fire District for such penalty and costs of the litigation, including reasonable attorney's fees.

Any subsequent citations within a twenty-four (24) month period for any violations of the Fire Code and any amendments adopted herein shall be misdemeanors/infractons, and shall be subject to the penalties set forth herein, or a civil penalty shall be assessed in the sum of \$500.00 plus the actual costs of all inspections required to gain compliance at the current rate set from time to time by the Ukiah Valley Fire District. The imposition of a penalty for any violation shall not excuse the violation or permit it to continue and all such persons shall be required to correct or remedy such violations or defects within a reasonable time. When not otherwise specified, each day that a violation occurs or continues, after a final notice has been delivered shall constitute a separate offense. The application of both penalties shall be held to prevent the enforced correction of the prohibited condition. Nothing contained in this Section shall be construed or interpreted to prevent the Ukiah Valley Fire District

from recovering all costs associated with a Fire District response as described in the Ukiah Valley Fire District's current cost recovery ordinance, Ordinance 2004-1, or subsequent cost recovery ordinances.

Any violation of any provision of this Chapter shall constitute a public nuisance and shall entitle the Ukiah Valley Fire District to collect the costs of abatement and related administrative costs by a nuisance abatement lien as more particularly set forth in Government Code Section 38773.1, and by special assessment to be collected by the County Tax Collector as more particularly set forth in Government Code Section 38773.5.

At least thirty (30) days prior to recordation of the lien, or submission of the report to the Tax Collector for collection of this special assessment, the record owner shall receive notice from the Chief of the Ukiah Valley Fire District of the intent to charge the property owner for all administrative costs associated with enforcement of this Ordinance and abatement of the nuisance. The notice shall include a summary of costs associated with enforcement of this Ordinance and abatement of the nuisance. The property owner may appeal the Chief's decision to the Board of Directors of the Ukiah Valley Fire District within fifteen (15) days of the date of the notice and request a public hearing prior to recordation of the lien or submission of the report to the County Tax Collector for collection of the special assessment. In addition to the foregoing, the Ukiah Valley Fire District is authorized to prosecute a civil action to collect such abatement costs from the property owner or other person in possession or control of the affected property and shall be entitled to recover such abatement costs, together with the cost of litigation, including reasonable attorney's fees.

Any person receiving a citation for a civil penalty pursuant to Section 112.3, Violation Penalties, of Chapter 1, may file an appeal per Section 111.5 through 111.7 of this code against the imposition of the civil penalty or response costs and expense.

Section 112.4, Failure to Comply, of Chapter 1 is amended to read as follows:

Section 112.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to a fine payable directly to the Ukiah Valley Fire District in the amount set at not less than \$250.00 or more than \$1000.00 plus the actual costs of all inspections required to gain compliance at the rate set from time to time by the Ukiah Valley Fire District. This civil penalty shall be a debt owed to the District by the person responsible for the violation within thirty (30) days after the date of mailing of the citation unless an appeal is filed as provided for in Section 108.4.

Section 315.8 Lithium battery storage and handling, of Chapter 3, is hereby added to read as follows:

315.8 Lithium battery storage and handling. The storage and handling of lithium-ion and lithium metal batteries or cells in quantities exceeding 1,000 pounds (4086 kg) shall comply with Sections 315.8.1 through 315.8.10, and Chapter 32 where applicable.

315.8.1 Permits. Permits shall be required as set forth in Section 105.6.27.

315.8.2 Maximum quantity in a fire area. The aggregate amount of lithium batteries stored and handled in a single fire area shall not exceed 9,000 pounds (4086 kg).

315.8.3 Construction requirements. Fire areas shall be separated from each other by fire barriers

having not less than a 2-hour fire-resistance rating constructed in accordance with Section 707 of the Building Code and horizontal assemblies constructed in accordance with Section 711 of the Building Code.

315.8.4 Number of fire areas. The maximum number of fire areas within a building shall be four.

315.8.5 Group H, Division 2 occupancy. Storage and handling of more than 9,000 pounds of lithium batteries per fire area shall be in an approved Group H, Division 2 occupancy constructed in accordance with the Building Code and provided throughout with approved automatic smoke detection and radiant-energy detection systems.

315.8.6 Automatic sprinkler system. Buildings containing fire areas used for lithium battery storage or handling shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The design of the sprinkler system within each fire area shall not be less than that required for Extra Hazard Group 2 with a minimum design area of 2,500 square feet. Where the storage arrangement is required by other provisions of this code to be provided with a higher level of sprinkler system protection, the higher level of sprinkler system protection shall be provided.

315.8.7 Automatic smoke detection system. An approved automatic smoke detection system that activates an approved occupant notification system shall be provided throughout each fire area in accordance with Section 907.

315.8.8 Radiant energy detection. An approved radiant-energy detection system that activates an approved occupant notification system shall be installed throughout each fire area in accordance with Section 907.

315.8.9 Collection containers. Containers used to collect or store lithium batteries shall be: noncombustible and shall not have an individual capacity exceeding 30 gallons (113.6 L); or be approved for transportation in accordance with the Department of Transportation (DOT).

315.8.10 Storage configuration. Lithium batteries shall be considered a high-hazard commodity in accordance with Chapter 32 and where applicable, lithium battery storage shall comply with Chapter 32 in addition to Section 315.8.

Section 503.3.1, Fire Lane Designation, of Chapter 5 is hereby added to read as follows:

Section 503.3.1 Fire Lane Designation. Where the fire code official determines that it is necessary to ensure adequate fire access, the fire code official may designate existing roadways as fire access roadways as provided by Vehicle Code section 22500.1 (public) or 22658(a) (private).

Section 503.4.2, Roadway Design Features, of Chapter 5 is hereby added to read as follows:

Section 503.4.2 Roadway Design Features. Roadway design features (speed bumps, speed humps, speed control dips, etc.) which may interfere with emergency apparatus responses shall not be installed on fire access roadways, unless they meet design criteria approved by the fire code official.

Section 505.1, Address Identification, of Chapter 5 is hereby amended to read as follows:

Section 505.1 Address Identification. Approved numbers and/or addresses shall be placed and maintained on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said number shall contrast with their background and shall meet the minimum standards as to size: 4" high with a 0.5" stroke for residential buildings, 6" high and a 0.5" stroke for commercial and multi-residential buildings, 12" high with a 1" stroke for industrial buildings. Additional numbers shall be required where deemed necessary by the fire code official, such as rear access doors, building corners, and entrances to commercial centers. The fire code official may establish different minimum sizes for numbers for various categories of projects.

Section 505.3, Easement Address Signs, of Chapter 5 is hereby added to read as follows:

Section 505.3 Easement Address Signs. All easements, which are not named differently from the roadway from which they originate, shall have an address sign installed and maintained, listing all street numbers occurring on that easement, located where the easement intersects the named roadway. Minimum size of numbers on that sign shall be 4" in height with a minimum stroke of 0.5" and shall contrast with the background.

Section 505.4, Map Directories, of Chapter 5 is hereby added to read as follows:

Section 505.4 Map Directories. A lighted directory map, meeting current Fire District standards, shall be installed at each driveway entrance to multiple unit residential projects and mobile home parks, where the numbers of units in such projects exceed 15.

Section 505.5, Response Map Updates, of Chapter 5 is hereby added to read as follows:

Section 505.5 Response Map Updates. Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates in a format (PDF and/or CAD format as approved by the fire code official) or compatible with current District mapping services, and shall be charged a reasonable fee for updating all response maps associated with this development.

Section 506.3, Emergency Electrical Disconnects, of Chapter 5 is hereby added as follows:

Section 506.3 Emergency Electrical Disconnects. Where access to main electrical control panels requires entry to, and passage through, portions of a structure which may be involved with fire, smoke, gasses, hazardous materials, or which otherwise present unsafe conditions to emergency personnel, the fire code official may require that a means of remotely disconnecting electrical service to the structure be provided. This means of remotely disconnecting electrical service shall be by a secured key switch mechanism approved by the official Fire District.

Section 041201.43.1.1, Alternate Power Sources, of Chapter 12 is hereby added to read as follows:

Section 041201.4.3.1.1 Alternate Power Sources. All permanent installations of electrical generators, wind generators, or other power sources shall be approved by the building code official. All applicable provisions of the California Electrical Code, the California Plumbing Code, the California Building Code, California Residential Code, and this Code shall be followed for any such installation. Permanent engraved and affixed signage, red in color, reading "WARNING – This premises is provided with an Alternate Power source, Disconnection of commercial power may not disable the electric power source." Lettering shall be a minimum of 0.5" tall and shall be permanently affixed on each electrical panel subject to back-feed from alternate power sources. Any and all power disabling switches shall be clearly labeled.

Section 903.2, Where required, of Chapter 9 is hereby amended to read as herein provided. This section shall not amend the portion commencing and following Section 903.2.1.

Section 903.2 Where required. Approved automatic sprinkler systems in new, additions to existing, remodeled, added to or altered buildings and structures shall be provided in the locations described in this section.

- A. Approved automatic sprinkler systems shall be provided in the new buildings and structures requiring a fire flow of 2000 gallons per minute (GPM) or greater as determined by Appendix B of this code.
- B. Approved automatic sprinkler systems shall be provided in addition to existing structures where the new total building area would require a fire flow of 2,000 gallons per minute (GPM) or greater as determined by Appendix B of this code.
- C. Approved automatic sprinkler systems shall be provided in existing structures where improvements occur during any three (3) year period which meet the definition of a “substantial remodel” and requiring a fire flow of 2,000 gallons per minute (GPM) or greater as determined by Appendix B of this code.

Exception: Projects which are solely complying with statutory regulations (examples may be Health and Safety Codes, earthquake/seismic, American Disabilities Act (ADA), or façade improvements) will not trigger this requirement.

- D. Approved automatic sprinkler systems shall be provided in new structures exceeding 30 feet in height above lowest grade level.
- E. Approved automatic sprinkler systems shall be provided in those new, additions to existing, remodeled, added to or altered buildings and structures which require a fire flow, as determined by Appendix B of this code, in excess of the capability of the available water supply.
- F. Approved automatic sprinkler systems shall be installed per 903.3.1.3 in new mobile homes, and manufactured homes.

For purposes of this Section, “substantial remodel” shall mean the alteration of any structure which combined with any additions to the structure, performed within any three (3) year period, affects an area of work that exceeds fifty percent (50%) of the existing floor area of the structure. When any changes are made in the building, such as walls, columns, beams or girders, floor or ceiling joists and coverings, roof rafters, roof diaphragms, foundations, piles or retaining walls or similar components, the area of work for all rooms affected by such changes shall be included in computing floor areas for purposes of applying this definition. This definition does not apply to the replacement and upgrading of residential roof coverings or exterior wall finishes.

Definition: Area of work: (For the purpose of determining the square footage affected by a construction permit.) An area, where work activity takes place for which a permit is required plus 5 feet in all directions and does not include adjacent spaces where no work requiring a permit is being done.

Example: 10-foot walls are moved that will take two spaces and turn them into one. The only area of work would be the wall plus five feet on either side. Total square footage 100 square foot assuming there is no other work being done that would require a permit in the same space.

Section 3313.1, Where required, of Chapter 33 is hereby amended to read as follows:

Section 3313.1 Where required. In buildings required to have standpipes by Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such standpipes shall be installed during construction for each story above or below the first-floor grade. Such standpipes shall be provided with Fire District hose connections at locations adjacent to stairways complying with Section 3311.1. Such standpipes shall be extended to the floor of the highest point of construction having secured decking or flooring.

Table B105.2, Buildings other than one- and two-family dwellings, of Appendix B is hereby amended as follows:

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^b	Duration in Table B105.1(2) at the reduced flow rate

Section BB105.1, Fire-Flow requirements for buildings, of Appendix BB is hereby amended as follows:

Section BB105.1 The minimum fire flow and flow duration for school buildings shall be specified in Table BB105.1.

Exception: A reduction in required fire flow of up to 50 percent is allowed when the building is provided with an approved sprinkler system.

§5201 DEFINITIONS

In the California Fire Code, herein adopted, the terms used therein shall comply with the common construction given to and usage of them in the City and as hereinafter defined.

§5202 ENFORCEMENT

- A. The California Fire Code (CFC) herein adopted shall be enforced by the Chief of the Ukiah Valley Fire District who is hereby appointed to supervise the Bureau of Fire Prevention and such regularly employed members of said District in accordance with the applicable provisions of the California Fire Code.
- B. Section 104.3 of the California Fire Code is amended by adding subsection 104.3.2 thereto as follows:

For the purpose of providing and maintaining functions necessary for the prevention of fire and for the protection of life and property from fire and panic, there is hereby established a "self-inspection program" assuring that certain California building code (CBC) group B, F, H, L, M, and S occupancies within the city are inspected on an annual basis for fire safety.

The Ukiah Fire District shall deliver, by hand or by mail, "self-inspection worksheet" and "business and emergency record" forms as established from time to time by said District to certain CBC group B, F, H, L, M, & S occupancies within the city on an annual basis, or as may be initiated through the business license application process.

The owner or manager of said occupancy or person in highest authority in said occupancy shall be allowed thirty (30) days from issue date, as noted on the self-inspection worksheet, in which to conduct an inspection for fire safety, correct any deficiencies, complete said forms, and return completed forms to the Ukiah Valley Fire District as directed by the fire chief or his designee.

Any person who fails to comply with the requirements to return said forms duly completed and to correct the deficiencies noted in said occupancies within thirty (30) days of the issuance of said forms shall be guilty of an infraction, punishable by a fine of \$100 for a first offense, \$500 for a second offense and \$1,000 for a third or subsequent offense.

SECTION TWO.

Article 3 of Chapter 3 in Division 6 of the Ukiah City Code is hereby amended to read as follows:

* * *

§5216 SECTION 903.2

Section 903.2 (not including sections 903.2.1 and all subsections thereof) of the California fire code, 2010 edition, is amended to read as follows:

Section 903.2 – Where Required. Approved automatic sprinkler systems in new, additions to existing, remodeled, added to or altered buildings and structures shall be provided in the locations described in this section.

- A. Approved automatic sprinkler systems shall be provided in new buildings and structures requiring a fire flow of 2,000 gallons per minute (gpm) or greater as determined by appendix B of this code.
- B. Approved automatic sprinkler systems shall be provided in additions to existing structures where the new total building area would require a fire flow of 2,000 gallons per minute (gpm) or greater as determined by appendix B of this code.
- C. Approved automatic sprinkler systems shall be provided in existing structures where improvements occur during any three (3) year period wch meet the definition of a "substantial remodel" and requiring a fire flow of 2,000 2 gallons per minute (gpm) or greater as determined by appendix B of this code.

Exception: Projects which are solely complying with statutory regulations (examples may be health and safety codes, earthquake/seismic, American disabilities act (ADA), or facade improvements) will not trigger this requirement.

- D. Approved automatic sprinkler systems shall be provided in new structures exceeding 30 feet in height above the lowest grade level.
- E. Approved automatic sprinkler systems shall be provided in those new, additions to existing, remodeled, added to or altered buildings and structures which require a fire flow, as determined by appendix B of this code, in excess of the capability of the available water supply.
- F. Approved automatic sprinkler systems shall be installed per 903.3.1.3 in new mobile homes, and manufactured homes.
- G. For purposes of this Section, "substantial remodel" shall mean the alteration of any structure which combined with any additions to the structure, performed within any three (3) year period, affects an area of work that exceeds fifty percent (50%) of the existing floor area of the structure. When any changes are made in the building, such as walls, columns, beams or girders, floor or ceiling joists and coverings, roof rafters, roof diaphragms, foundations, piles or retaining walls or similar components, the area of work of all rooms affected by such changes shall be included in computing floor areas for purposes of applying this definition. This definition does not apply to the replacement and upgrading of residential roof coverings or exterior wall finishes.

* * *

§5218 SECTION 506.3

Section 506.3 of the California fire code, 2010 edition, is added as follows:

Section 506.3 – Emergency Electrical Disconnects.

Where access to main electrical control panels requires entry to, and passage through, portions of a structure which may be involved with fire, smoke, gasses, hazardous materials, or which otherwise present unsafe conditions to emergency personnel, the chief may require that a means of remotely disconnecting electrical service to the structure be provided. This means of remotely disconnecting electrical service shall be by a secured key switch mechanism approved by the Fire District.

* * *

§5223 GEOGRAPHIC LIMITS

The geographic limits referred to in certain section of the California Fire Code are hereby established as follows: 2022 edition of the

Section 5704.2.9.6.1 The geographic limits referred to in Section 5704.2.9.6.1 of the 2022 edition of the California Fire Code in which storage of Class I, Class II, and liquids in outside above ground tanks is prohibited are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the County of Mendocino, and agricultural land of less than two (2) acres.

Section 5706.2.4.4 The geographic limits referred to in Section 5706.2.4.4 of the 2022 edition of the California Fire Code in which storage of Class I, Class II, and liquids in aboveground tanks is prohibited are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the County of Mendocino, and agricultural land of less than two (2) acres.

Section 5806.2 The geographic limits referred to in the 2022 edition of the California Fire Code in which the storage of flammable cryogenic fluids in stationary containers are prohibited, are hereby established as follows: In all residential areas and heavily populated or congested commercial areas, as established by the County of Mendocino.

Section 6104.2 The geographic limits referred to in Section 6104.2 of the 2022 edition of the California Fire Code in which storage of liquefied petroleum gas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7,570 liters), is restricted, are amended as follows: In all residential areas and in all heavily populated or congested commercial areas as established by the City of Ukiah.

SECTION TWO.

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.
2. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on February 21, 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Annual Report on Climate Initiatives.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Maria Ceja, Administrative Analyst

PRESENTER: Maria C. Ceja, Administrative Analyst

ATTACHMENTS:

1. CC Reso 2022-44 - Endorsing Climate Emergency Action
2. Climate Emergency Action_2023 action items
3. 13c Presentation given at Meeting

Summary: Council to receive a report on the 2023 Climate Initiatives.

Background: On June 15, 2022, the Ukiah City Council adopted a resolution endorsing the Declaration of a Climate Emergency and a Call to Action to Restore a Safe Climate. Following the City Council's endorsement and call to action, City Staff has worked to implement the initiatives and, further, to embed the accountability for this responsibility within our governing documents, including Agenda Summary Reports and the Annual Budget.

Discussion: On June 15, 2022, the Ukiah City Council adopted a resolution endorsing the Declaration of a Climate Emergency and a Call to Action to Restore a Safe Climate (Attachment 1). This resolution marked a significant milestone in the City's commitment to addressing the pressing issue of climate change. The restoration of a safe climate is intricately woven into the City of Ukiah's 2040 General Plan, aligning the City's long-term vision with urgent environmental responsibilities. Additionally, City Staff has worked to implement all of the initiatives and, further, to embed the accountability for this responsibility within our governing documents, including Agenda Summary Reports and the Annual Budget.

Some key achievements and initiatives include:

- Climate Resilience Webpage: The City of Ukiah launched a dedicated Climate Resilience webpage (<https://cityofukiah.com/climate-resilience/>) to provide residents with resources, updates, and information about our ongoing efforts. This platform serves as a hub for engaging the community and keeping them informed.
- Continued to incorporate Complete Streets principles into all streets projects, effectively adding nearly three miles of new bike lanes in the process.
- Secured grant funding (nearly \$54 million) to complete the Recycled Water Project.
- Implemented AI-based fire detection cameras to help protect the valley from damage and dangerous emissions related to fire.

Attachment 2 provides a summary of the action(s) taken on each of the initiatives adopted within the resolution.

For next steps, the City of Ukiah continues to move forward to develop a clear and actionable Climate Action Plan to address climate resiliency. This plan will include:

- **Emission Reduction Targets:** Establishing ambitious but achievable greenhouse gas emission reduction targets for the City, aligned with state and national goals.
- **Resilience Strategies:** Developing strategies to enhance the community's resilience to the impacts of climate change, including extreme weather events, and wildfire risks.
- **Policy and Regulation:** Implementing new policies and regulations to promote sustainable practices, energy efficiency, and renewable energy adoption.
- **Collaboration:** Strengthening partnerships with regional, state, and federal agencies, as well as seeking funding opportunities to support the City's climate initiatives.

The City of Ukiah remains steadfast in its commitment to addressing the climate emergency declared in 2022 and is actively working towards a sustainable and resilient future, as outlined in the 2040 General Plan.

Recommended Action: Receive the report on Climate Initiatives.

BUDGET AMENDMENT REQUIRED:

CURRENT BUDGET AMOUNT:

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH:

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI): **1a** – Implement a 100% Green Rate option to all City electric customers. **1b** – Increase renewable power production and storage. **1c** – Install energy-efficient outdoor lighting. **1d** – Continue plan to meet statewide goals for purchased power by 2030. **1e** – Decarbonize existing building stock. **1f** – Continue to explore rebate programs. **1g** – Perform energy and waste audits. **2a** – Transformation of the fleet. **2b** – Encourage active transportation as a viable alternative to automobiles. **2c** – Encourage clean vehicles when active transportation is not feasible. **2d** – Continue to expand the Great Redwood Trail – Ukiah. **2e** – Educate the public about the dangers of idling vehicles. **3a** – Continue to lead the way in solid waste diversion including the diversion of compostable food. **4a** – Implement nature-based climate solutions. **4b** – Maintain wild lands. **4c** – Continue to develop the City of Ukiah's Tree Management Guidelines. **4d** – Enhance carbon sequestration capacity. **5a** – Update zoning ordinance. **6b** – Continue to actively promote climate matters on City web site/social media. **6c** – Ensure that climate responsibility is integrated throughout the City's departments and operations. **7a** – Expand sustainable water practices. **8a** – Information Technology. **9a** – Eliminate pesticide use. **10a** – Protect from dangerous emission by preventing fires.

GENERAL PLAN ELEMENTS (GP):GP-A5 - Environment and Sustainability Element

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION 2022-44**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ENDORSING THE DECLARATION OF A CLIMATE EMERGENCY AND A CALL TO ACTION TO RESTORE A SAFE CLIMATE**

WHEREAS, human activities have warmed the Earth, destabilizing the climate and setting in motion catastrophic changes to the Earth's systems, including fresh water scarcity and droughts, floods, extreme weather events and increased heat, wildfires, species extinction and accelerating ice mass decline resulting in sea-level rise; and

WHEREAS, on February 27, 2022 the Intergovernmental Panel on Climate Change (IPCC) Working Group II reported, "The scientific evidence is unequivocal: climate change is a threat to human well-being and the health of the planet. Any further delay in concerted global action will miss the brief, rapidly closing window to secure a livable future"; and

WHEREAS, the U.S. moving toward rapid decarbonization will avoid economic losses and take advantage of entirely new economic opportunities that are likely to emerge; governments at all levels need to focus on setting regulation and policy; rapidly deploying and scaling advanced technologies; and accelerating critical infrastructure programs; and

WHEREAS, California's Fourth Climate Change Assessment warned that extreme weather and climate-related events in the United States are worsening, predicting increased drought cycles and heat waves in the western U.S. with a resulting three-fold increase in intensity and magnitude of wildfires, declined water supply and snow pack, increased flooding, impacted agriculture, as well as substantial damages to the U.S. economy and human health, unless greenhouse gas (GHG) emissions are curbed; and

WHEREAS, current global warming is contributing to the increased frequency and intensity of wildfires, floods, droughts, heat waves, and other extreme weather, including the Northern California wildfires of 2017 and 2018 that destroyed at least 38,333 structures, killed 118, displaced thousands, and caused serious reductions in air quality; in 2020, in California, four million acres were burned, 112 million tons of GHG's released, 11 million gallons of fire retardant used and 31 lives lost; and

WHEREAS, in 2021, drifting smoke from wildfires in California caused haze on the other side of the United States; the Pacific Northwest was gripped by a heat wave that caused thousands of emergency department visits for heat-related illness and likely killed hundreds; extreme heat has killed an estimated 3,900 people in California over the last decade; and

WHEREAS, the California State Legislature has set clear climate objectives for the next decade, including a 40% reduction in 1990 level GHG emissions by 2030; 50% renewable energy; and reduce petroleum use by 45% by 2030; and

WHEREAS, the economic impacts of climate change if left unabated will have catastrophic implications on the global economy with direct impacts at the federal, state, local and household level including storm damage, real estate losses, energy costs, water costs, and food availability; and

WHEREAS, the current pace and scale of worldwide and national climate action is not sufficient to avert substantial damage to the economy, environment, and human health over the coming decades; and

WHEREAS, on July 21, 2020, the Mendocino County Board of Supervisors unanimously adopted a Climate Emergency Resolution proposed by their appointed Climate Action Advisory Committee; and

WHEREAS, the City of Ukiah and its surrounding areas have been profoundly affected by several natural disasters due to climate change including severe drought, flooding, devastating wildfires and accompanying days-long power outages and related Public Safety Power Shutoff events; and

WHEREAS, marginalized communities including people of color, immigrants, indigenous communities, low-income people, those with disabilities, and the unhoused—are disproportionately affected by climate change impacts and must be supported in the transition to a sustainable environment and economy; and

WHEREAS, in order to avoid irreversible, catastrophic climate change impacts, we must significantly decrease our carbon emissions, incorporating new technologies, setting new policies and accelerating critical infrastructure, thus preparing for significant ecological and economic impacts due to climate change; and

WHEREAS, during emergencies such as the COVID-19 pandemic and wildfires, the City of Ukiah, along with the County of Mendocino and the State of California demonstrated a remarkable capacity to protect human health in the face of crises, based on early, preventative action in response to evidence and warnings issued by scientists, that same focus must be an ongoing focus to eliminate any activities that threaten our climate stability and the overall health of our City residents; and

WHEREAS, the City of Ukiah must actively work for a clean environment, to improve environmental standards and promote sustainable energy policies; and

WHEREAS, the City of Ukiah is committed to doing everything in its power to encourage an ecologically, socially and financially sustainable economy.

NOW, THEREFORE BE IT RESOLVED, the City of Ukiah declares that a climate emergency threatens humanity and the natural and built environments; and

BE IT FURTHER RESOLVED, that the City Council of the City of Ukiah joins a global call for supporting ecologically sustainable livelihoods creating a fair and more equal society that moves away from fossil fuels and supports an urgent collaborative climate mobilization effort, focused on enacting policies that dramatically reduce heat-trapping emissions both inside and outside the City's borders across all sectors to accelerate the necessary systems change required to restore a safe climate; and

BE IT FURTHER RESOLVED, that an urgent global climate mobilization effort to address global warming is needed to address global warming is needed to achieve carbon neutrality as soon as possible, and no later than 2045, and that full community participation, inclusion and support is integral to our efforts to safely draw down carbon from the atmosphere and accelerate adaptation and resilience strategies in preparation for intensifying climate impacts; and

BE IT FURTHER RESOLVED, that the City Council of the City of Ukiah commits to ongoing education and active engagement of all City staff, members of committees and commissions, contractors, consultants, residents and independent community groups in alignment with the goals of mitigation, drawdown; and

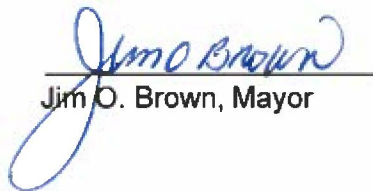
BE IT FURTHER RESOLVED, that the City Council of the City of Ukiah commits to address the climate implications of all policies and actions that come before the Council that have the potential to impact greenhouse gas emissions, carbon sequestration, and disaster preparedness within the City; and

BE IT FURTHER RESOLVED, that the City Council of the City of Ukiah will identify and consider an initial list of actions toward restoring a safe climate and meeting State goals by 2030 as detailed in Exhibit A attached hereto, and the City Council will continue to implement, evolve and update the list based on changing conditions, regulations, constraints, and policy direction;

BE IT FURTHER RESOLVED that these actions be reflected throughout the new General Plan currently being developed.

PASSED AND ADOPTED this 15th day of June, 2022, by the following roll call vote:

AYES: Councilmembers Orozco, Rodin, Duenas, and Mayor Brown
NOES: None
ABSENT: Councilmember Crane
ABSTAIN: None


Jim O. Brown, Mayor

ATTEST:


Kristine Lawler, City Clerk

EXHIBIT A

CITY OF UKIAH ACTIONS TOWARD RESTORING A SAFE CLIMATE

1. Energy Efficiency

- a. **Implement a 100% Green Rate option to all City electric customers.**
- b. **Increase Renewable Power Production and Storage:** Install renewable energy with storage capacity on City-owned land within City limits, where feasible.
- c. **Install Energy Efficient Outdoor Lighting:** Replace all streetlights and lighting in public facilities (parking lots, field lots, etc.) with LEDs. Continue to install “dark sky compliant” streetlights to reduce light pollution and eliminate light trespass into residents’ homes.
- d. **Continue Plan to Meet Statewide Goals for Purchased Power by 2030:** Prepare for an increase in overall renewable power to meet 2030 50% emission reduction plans pursuant to federal and state guidelines.
- e. **Decarbonize Existing Building Stock:** Explore opportunities to provide incentives for electrification and increased energy efficiency of existing residential and commercial buildings—both appliance-by-appliance and as whole building retrofits.
- f. **Continue to Explore Rebate Programs:** Explore additional options for rebate programs for fuel shifting and energy efficiency improvements to benefit commercial and residential properties, ensuring access to affordable power for all, including tenants.
- g. **Perform Energy and Waste Audits:** Contract with a reputable private company to conduct energy and waste audits on City buildings.

2. Transportation

- a. **Transformation of the Fleet:** Continue replacement of City fleet vehicles, light-and-heavy-duty trucks, and other mobile equipment, where feasible, with models that run fully on electricity or green hydrogen.
- b. **Encourage Active Transportation as a viable alternative to automobiles:** Encourage more walking and biking by ensuring safe and attractive paths.
- c. **Encourage Clean Vehicles when Active Transportation is not Feasible:** Continue to support the expansion of the number of Level 2 and 3 vehicle-charging stations in the City through direct installation of public charging stations and through public/private partnerships. Continue efforts to offer electric utility rebates for installation of residential and workplace EV chargers.
- d. **Continue to Expand the Great Redwood Trail – Ukiah:** Continue to extend the Trail to the north and the south, while also adding amenities like water, shade, and connectivity throughout. This trail provides direct access to major employment centers,

services, shopping, residential areas, the future Mendocino County Courthouse, and connectivity to other bicycle routes throughout the city.

- e. **Educate the Public About the Dangers of Idling Vehicles:** Utilize public service announcements and social media to discourage drivers from letting their engines run when their vehicles are not moving, which is hazardous to children's developing lungs, wastes gasoline and causes unnecessary GHG emissions.

3. Solid Waste

- a. **Continue to lead the way in solid waste diversion including the diversion of compostable food:** Take measures to ensure that the City's waste removal contractor informs and monitors customers' adherence to California's new compost law that went into effect January 1, 2022. Senate Bill (SB) 1383 was passed in September 2016 as part of a statewide effort to reduce emissions of short-lived climate pollutants. SB 1383 set the targets of reducing organic waste disposal 50% by 2020 and 75% by 2025.

4. Urban Greenhouse Gas Drawdown

- a. **Implement Nature Based Climate Solutions:** Manage parks, community gardens, greenways, riparian and aquatic zones with best practices for carbon sequestration.
- b. **Maintain wild lands:** The State of California Executive Order N-82-20 identifies land management actions that protect climate-vulnerable communities and achieve carbon neutrality; promote biodiversity protection, habitat restoration and wildfire-resilience; sustainably manage landscapes; and steward natural and working lands, building climate resilience and economic sustainability.
- c. **Continue to Develop the City of Ukiah's Tree Management Guidelines:** To reduce the City's heat island effect, continue developing the City's Tree Management Guidelines to cool streets with trees, prioritizing shade equity in neighborhoods. Explore opportunities to better protect existing trees inside the City limits and support efforts to strengthen oak protection efforts.
- d. **Enhance Carbon Sequestration Capacity:** Support regional efforts to encourage climate beneficial agriculture and land management, incorporating compost and other methods that increase urban soil carbon and nutrient cycling.

5. Land Use

- a. **Update Zoning Ordinance:** Educate the public and promote "gentle density" as a sustainable, climate friendly way to preserve small town quality of life. Utilize policies and programs within the City's 2040 General Plan to implement environmental and sustainability goals.
- b. **Protect Against Sprawl Through Completion of Annexations:** Implement the City's Annexation Policy in Resolution No. 2020-06 to avoid the consequences of continued urban sprawl and protect open space and prime agriculture lands in the Ukiah Valley, encouraging urban, compact design that relies less on the automobile and reduces overall GHG emissions.

- c. **Complete Update of 2040 General Plan:** Complete and adopt the 2040 General Plan, including a new Complete Streets policy and Climate Vulnerability Analysis. Set goals for implementation of programs and annually report to the City Council on status of completion of General Plan programs.

6. Community Engagement

- a. **Develop a Web Page with Informational and Educational Resources:** Create a dedicated page of the City's website identifying all the resources now available to City of Ukiah residents such as home energy audits, energy efficiency tool lending library, financing for energy efficiency, rebates and incentives. Also, include information on residential and commercial best practices (including all-electric), home performance best practices, green building best practices and more.
- b. **Continue to Actively Promote Climate Matters on City Web Site/Social Media:** Actively promote the City's goals, efforts and initiatives related to climate on the City's website and social media.
- c. **Ensure that climate responsibility is integrated throughout the City's departments and operations.**

7. Water Policy

- a. **Expand Sustainable Water Practices:** Continue to explore expansion of the Recycled Water Project, water conservation, and other practices that help ensure a healthy, sustainable, water supply.

8. Information Technology

- a. **Transition to Cloud Computing:** Continue to move our digital systems onto the cloud, reducing our reliance on energy intensive servers, which require batteries, battery back-up systems, and climate controls, as well as reducing paper usage.

9. Parks and Recreation

- a. **Eliminate Pesticide Use:** The City will continue to keep its parks 100% free of pesticides and use only approved organic materials for pest control, and reuse all mulch generated from those parks.

10. Fire Prevention

- a. **Protect from Dangerous Emission by Preventing Fires:** The City shall engage in multi-jurisdiction activities to reduce the risk of future fires throughout the County, including the acquisition of open space, putting in firebreaks, and clearing fuel. Additionally, the City shall use non-toxic alternatives to fire-fighting foam that are free from the PFAS and PFOS chemicals.

CITY OF UKIAH ACTIONS TOWARD RESTORING A SAFE CLIMATE

1. **Energy Efficiency**

- a. **Implement a 100% Green Rate option to all City electric customers.**

ACTION TAKEN:

- The 100% Green Rate was adopted by Council on 2/22/22 and is incorporated into the electric rates as Ukiah Green Energy Program.

- b. **Increase Renewable Power Production and Storage:** Install renewable energy with storage capacity on City-owned land within City limits, where feasible.

ACTION TAKEN:

- Solar panels are projected for the new electric facility on Hastings.
- The Electric Department is continually evaluating sites for renewable production and storage.

- c. **Install Energy Efficient Outdoor Lighting:** Replace all streetlights and lighting in public facilities (parking lots, field lots, etc.) with LEDs. Continue to install "dark sky compliant" streetlights to reduce light pollution and eliminate light trespass into residents' homes.

ACTION TAKEN:

- Seventy (70) LED streetlights were added in the past two years, and more are being added to the Streetscape Phase 2.

- d. **Continue Plan to Meet Statewide Goals for Purchased Power by 2030:** Prepare for an increase in overall renewable power to meet 2030 50% emission reduction plans pursuant to federal and state guidelines.

ACTION TAKEN:

- The City of Ukiah continues to exceed the state goals for carbon free energy.

- e. **Decarbonize Existing Building Stock:** Explore opportunities to provide incentives for electrification and increased energy efficiency of existing residential and commercial buildings-both appliance-by-appliance and as whole building retrofits.

ACTION TAKEN:

- The Electric Utility Department has provided (and continues to provide) rebate programs for over 20 years.

- Since July 2011, there have been 1,672 rebate applications processed. That's roughly 130 applications/year.
 - Additional rebates were added after Council approved in June 2023:
 - HVAC – Minimum efficiency requirements for SEER, EER & HSPF were increased as well as included new SEER2, EER2 & HSPF2 federal ratings' standards
 - Increased rebate amount/ton on ductless/mini-split heat pumps
 - Increased rebate amount/sq ft on window replacement
 - Added Electric ENERGY STAR certified Clothes Dryers
 - Added Induction Range & Cooktop to Residential Rebates.
 - Updated Commercial Kitchen Equipment minimum requirements for electric equipment from CA Energy Wise qualifying products list.
 - Added induction range & portable induction cooktops to Commercial Rebates
 - Added Electric Yard Equipment Rebate
 - Added Electric Bike Rebate
 - The full list of residential and commercial rebates can be found at <https://cityofukiah.com/electric-utility/>
- f. **Continue to Explore Rebate Programs:** Explore additional options for rebate programs for fuel shifting and energy efficiency improvements to benefit commercial and residential properties, ensuring access to affordable power for all, including tenants.

ACTION TAKEN:

- Electric Utility continually evaluates existing programs to utilize funding for rebates & programs to ensure customers have opportunities to reduce their energy usage by utilizing funding through rebates and programs.
- g. **Perform Energy and Waste Audits:** Contract with a reputable private company to conduct energy and waste audits on City buildings.

2. Transportation

- a. **Transformation of the Fleet:** Continue replacement of City fleet vehicles, light-and- heavy-duty trucks, and other mobile equipment, where feasible, with models that run fully on electricity or green hydrogen.

ACTION TAKEN:

- Three (3) hybrid vehicles and an all-electric Ford F-150 have been purchased.
- The general purchasing policy is that our bid specs for vehicles include priority for pricing electric/hybrid options as they are available.
- Procured an energy efficient-unmanned aerial system, which can search a large area with minimal energy use.

b. **Encourage Active Transportation as a viable alternative to automobiles:**

Encourage more walking and biking by ensuring safe and attractive paths.

ACTION TAKEN:

- All major street projects are planned through the Complete Streets lens, with input from the Complete Streets Ad Hoc Committee and in conformance with the 2040 General Plan.
- New bike lanes (July 2022-December 2023): total = 2.63 miles
 - State Street from Beacon to Cherry = 13,914 LF (2.63 miles)
- Altered bike lanes with added buffer (July 2022-December 2023): total = 2.22 miles
 - Dora Street from Beacon to Washington = 3,418 LF (0.65 miles)
 - Dora Street from Luce to Mill = 3,897 LF (0.74 miles)
 - Dora Street from Mill to Grove = 4,400 LF (0.83 miles)
- Adopted SB 743 methodology to encourage smart growth, lessen the number of vehicle miles travelled, and reduce Greenhouse Gas emissions citywide

c. **Encourage Clean Vehicles when Active Transportation is not Feasible:**

Continue to support the expansion of the number of Level 2 and 3 vehicle-charging stations in the City through direct installation of public charging stations and through public/private partnerships. Continue efforts to offer electric utility rebates for installation of residential and workplace EV chargers.

ACTION TAKEN:

- Major expansion of City-owned EV charging network in planning phase as of August 2023.

d. **Continue to Expand the Great Redwood Trail -Ukiah:** Continue to extend the Trail to the north and the south, while also adding amenities like water, shade, and connectivity throughout. This trail provides direct access to major employment centers, services, shopping, residential areas, the future Mendocino County Courthouse, and connectivity to other bicycle routes throughout the city.

ACTION TAKEN:

- Over seventy trees and close to 100 native plants planted along the trail since June 2022.
- Phase 4 on hold pending legal decision regarding railbanking.

e. **Educate the Public About the Dangers of Idling Vehicles:** Utilize public service announcements and social media to discourage drivers from letting their engines run when their vehicles are not moving, which is hazardous to children's developing lungs, wastes gasoline and causes unnecessary GHG emissions.

ACTION TAKEN:

- No-idling signs were posted at all public City facilities in September 2023.
- A no-idling social media campaign has been started and will continue in 2024.

3. Solid Waste

- a. **Continue to lead the way in solid waste diversion including the diversion of compostable food:** Take measures to ensure that the City's waste removal contractor informs and monitors customers' adherence to California's new compost law that went into effect January 1, 2022. Senate Bill (SB) 1383 was passed in September 2016 as part of a statewide effort to reduce emissions of short-lived climate pollutants. SB 1383 set the targets of reducing organic waste disposal 50% by 2020 and 75% by 2025.

ACTION TAKEN:

- Trash tote sizing guide placed in Civic Center lobby and added as an attachment to the utility service application.
- The trash tote sizing guide was developed and send out with utility bills in December 2023.
- Greenwaste totes were placed (by C&S) at all City facilities
- Countertop compost bins were placed in breakrooms of City facilities
- Compost informational board placed in the employee breakroom December 2023
- Public Works Department Analyst is tracking SB 1383 including audits.

4. Urban Greenhouse Gas Drawdown

- a. **Implement Nature Based Climate Solutions:** Manage parks, community gardens, greenways, riparian and aquatic zones with best practices for carbon sequestration.

ACTION TAKEN:

- Council approved the acquisition of additional 25 acres of land in the Western Hills in accordance with the City Council's Strategic Plan
- Community Services developed a draft management plan adopted by City Council in January of 2024 for the Western Hills property and identifies watershed protection as the primary goal of management.
- Parks Division developed a landscape update plan for Observatory Park, which includes the removal of old landscape plants, to be replaced with Native Plants. The plan is part of a larger effort: rely on native, habitat friendly landscaping plants.
- Parks is gradually transitioning away from gas-powered landscaping equipment. Social media post about battery-powered landscaping equipment published in March 2023.

- b. **Maintain wild lands:** The State of California Executive Order N-82-20 identifies land management actions that protect climate-vulnerable communities and achieve carbon neutrality; promote biodiversity protection, habitat restoration and wildfire-resilience; sustainably manage landscapes; and steward natural and working lands, building climate resilience and economic sustainability.

ACTION TAKEN:

- Council approved the acquisition of additional 25 acres of land in the Western Hills
- Community Services developed a draft management plan adopted by City Council in January of 2024 for the Western Hills property and identifies watershed protection as the primary goal of management. The plan outlines goals and strategies for climate friendly management.
- Energy Efficiency-unmanned aerial system can assist in maintaining wild lands by searching a large area with minimal energy use.

- c. **Continue to Develop the City of Ukiah's Tree Management Guidelines:** To reduce the City's heat island effect, continue developing the City's Tree Management Guidelines to cool streets with trees, prioritizing shade equity in neighborhoods. Explore opportunities to better protect existing trees inside the City limits and support efforts to strengthen oak protection efforts.

ACTION TAKEN:

- Additional training in tree care is provided to staff consistent with new guidelines.
- Council adopted the resolution updating the Tree Management Guidelines April 2023.

- d. **Enhance Carbon Sequestration Capacity:** Support regional efforts to encourage climate beneficial agriculture and land management, incorporating compost and other methods that increase urban soil carbon and nutrient cycling.

ACTION TAKEN:

- Forty (40) oak trees have been planted at Riverside Park
- Forty-two (42) trees planted along the Great Redwood Trail and Orr Creek Trail since January 1, 2024.
- Over 500 native grasses planted along the Orr Creek Trail. The extensive root systems of native grasses have been shown to have significant capacity for carbon sequestration.
- Council approved the acquisition of additional 25 acres of land in the Western Hills
- Free compost distributed (131 tons total)
- Compost tracking through 3A

5. Land Use

- a. **Update Zoning Ordinance:** Educate the public and promote "gentle density" as a sustainable, climate friendly way to preserve small town quality of life. Utilize policies and programs within the City's 2040 General Plan to implement environmental and sustainability goals.

ACTION TAKEN:

- Completed two zoning code ordinance amendments to prioritize production of new housing units over parking spaces, creating a

flexible parking policy, and de-prioritizing the development of new parking spaces.

- Completed a zoning code ordinance amendment to allow multi-family housing production “by-right” if meeting the City’s newly created (and adopted) Objective Design and Development Standards. The Standards require buildings be solar-ready.
- Completed a zoning code ordinance amendment to establish a Housing Overlay Zone on two parcels on Gobbi Street.
- Utilized the three above ordinance amendments and the City’s Ukiah Housing Trust Fund to facilitate the construction of a 71-unit mixed use project on Gobbi Street.
- Staff is currently developing a zoning code Ordinance Amendment to the City’s residential zoning districts (R1, R2 & R3) to encourage new housing development by updating setbacks, parking minimums and other development standards. Staff plans to further recommend the streamlining of ADU regulations, as well as updating definitions and allowances for residential structures like townhomes, duplexes, and cottage housing clusters.
- Promoted the City’s Pre-Designed and Pre-Approved Accessory Dwelling Units (ADUs), resulting in three (3) new units being constructed across the City. Since 2020, the City has issued approximately thirty (30) permits for ADUs, the majority of which were conversions of existing residential or outbuildings (e.g. garages, storage structures, etc.).

- b. **Protect Against Sprawl Through Completion of Annexations:** Implement the City’s Annexation Policy in Resolution No. 2020-06 to avoid the consequences of continued urban sprawl and protect open space and prime agriculture lands in the Ukiah Valley, encouraging urban, compact design that relies less on the automobile and reduces overall GHG emissions.

ACTION TAKEN:

- Annexation of City owned properties was completed 9/11/23 and the new annexation application for Western Hills will be completed in approximately 6 months.

- c. **Complete Update of 2040 General Plan:** Complete and adopt the 2040 General Plan, including a new Complete Streets policy and Climate Vulnerability Analysis. Set goals for implementation of programs and annually report to the City Council on status of completion of General Plan programs.

ACTION TAKEN: Council certified the Environmental Impact Report (Resolution No. 2022-78) and adopted the 2040 General Plan (Resolution No. 2022-79)

6. Community Engagement

- a. **Develop a Web Page with Informational and Educational Resources:** Create a dedicated page of the City’s website identifying all the resources now available to City of Ukiah residents such as home energy audits, energy efficiency tool lending library, financing for energy efficiency, rebates and

incentives. Also, include information on residential and commercial best practices (including all-electric), home performance best practices, green building best practices and more.

ACTION TAKEN: March 2023, developed landing page for the City of Ukiah website, which is updated regularly.

- b. **Continue to Actively Promote Climate Matters on City Web Site/Social Media:** Actively promote the City's goals, efforts and initiatives related to climate on the City's website and social media.

ACTION TAKEN: Climate resilience webpage added to City of Ukiah website and referenced in multiple social media posts. Additionally, press releases and social media campaigns have been done for related milestones, i.e. delivering over one billion gallons of recycled water.

- c. **Ensure that climate responsibility is integrated throughout the City's departments and operations.**

ACTION TAKEN:

- Compost informational board in the employee breakroom December 2023
- Countertop compost bins placed in breakrooms November 2023
- Greenwaste totes were placed (by C&S) at City facilities
- Field trip to C&S recycling facility in June 2023
- SB 1383 Recycled paper sourcing
- Applied for and received \$927,000 grant to hire Chief Resilience Officer (CRO); CRO currently in background process. CRO will collaborate with County and community to draft a Community Resilience Plan, participate in the update of the Multi-Jurisdiction Hazard Mitigation Plan (MJHMP) and apply for mitigation funding.

7. Water Policy

- a. **Expand Sustainable Water Practices:** Continue to explore expansion of the Recycled Water Project, water conservation, and other practices that help ensure a healthy, sustainable, water supply.

ACTION TAKEN:

- Council approved the acquisition of additional 25 acres of land in the Western Hills
- Almost 90% of the water used by Ukiah is replenished back into the water basin
- Additional infrastructure replacement occurring with Streetscape Phase 2 and Recycled water Phase 4 (the latter is underway).
- McGarvey Park conceptual landscape update plan developed and approved by the Public Spaces Commission that will decrease water use at the park.

8. Information Technology

- a. **Transition to Cloud Computing:** Continue to move our digital systems onto the cloud, reducing our reliance on energy intensive servers, which require batteries, battery back- up systems, and climate controls, as well as reducing paper usage.

ACTION TAKEN:

- The s-drive migration to SharePoint was completed November 2023
- The Munis SaaS migration to the cloud was completed September 2023
- RestoreVault – a “Trusted System” (aka WORM) was implemented in 2022, which is a state requirement to go paperless.
- The Police Department is transitioning to the cloud. The unmanned aerial system platform records all video footage to Axon's Cloud. Also uploading to the Axon cloud are vehicle and body camera footage, as well as evidentiary photos and recordings.

9. Parks and Recreation

- a. **Eliminate Pesticide Use:** The City will continue to keep its parks 100% free of pesticides and use only approved organic materials for pest control, and reuse all mulch generated from those parks.

ACTION TAKEN: Pesticides are not used in parks.

10. Fire Prevention

- a. **Protect from Dangerous Emission by Preventing Fires:** The City shall engage in multi-jurisdiction activities to reduce the risk of future fires throughout the County, including the acquisition of open space, putting in firebreaks, and clearing fuel. Additionally, the City shall use non-toxic alternatives to fire-fighting foam that are free from the PFAS and PFOS chemicals.

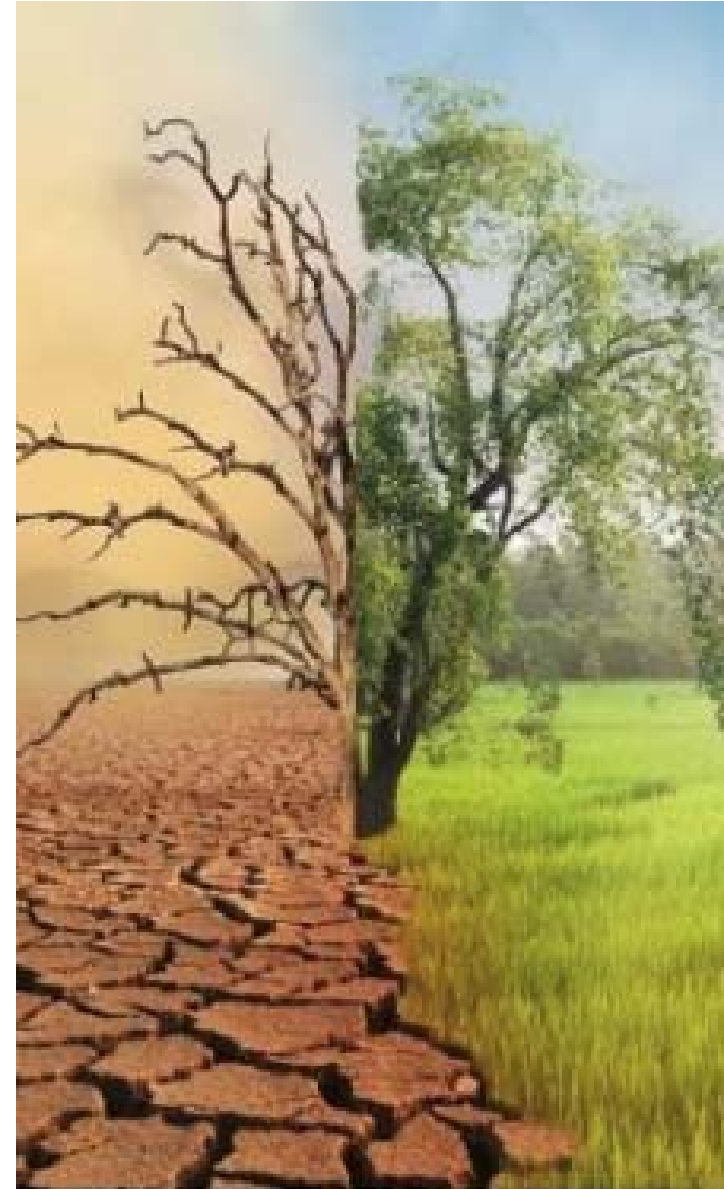
ACTION TAKEN:

- March 2023—City of Ukiah awarded \$7.2 million grant from the US Dept. Of Agriculture to conduct fire mitigation work in the Ukiah Valley and surrounding areas, which will include the hiring of a dedicated crew of 11 to conduct this work.
- Council approved the acquisition of additional 25 acres of land in the Western Hills, allowing for more efficient maintenance of fuel breaks.
- The City of Ukiah prioritizes the importance of hosting the CalFire Air Attack base, which significantly reduces the response time for wildfires and decreases the risk and rate of spread.
- City of Ukiah participates in the development and maintenance of the shaded fuel break along the western hills, as well as the removal of invasive, fire-prone vegetation.

- The Electric Utility was awarded a \$3.8 million grant from the Federal Emergency Management Agency for the undergrounding of primary electrical facilities as well as enhanced vegetation management in high fire threat areas.
- AI-driven fire detection system deployed in October 2023
 - 360-degree panoramic visibility
 - 24/7 Pano Intelligence Center screening
 - Multi-camera incident location triangulation
 - Ability to quickly share incident detail, imagery

Climate Initiative

2023 Report



June 15, 2022

The City Council adopted the Resolution Endorsing the Declaration of a Climate Emergency and a Call to Action to Restore a Safe Climate.

RESOLUTION 2022-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ENDORSING THE DECLARATION OF A CLIMATE EMERGENCY AND A CALL TO ACTION TO RESTORE A SAFE CLIMATE

WHEREAS, human activities have warmed the Earth, destabilizing the climate and setting in motion catastrophic changes to the Earth's systems, including fresh water scarcity and droughts, floods, extreme weather events and increased heat, wildfires, species extinction and accelerating ice mass decline resulting in sea-level rise; and

WHEREAS, on February 27, 2022 the Intergovernmental Panel on Climate Change (IPCC) Working Group II reported, "The scientific evidence is unequivocal: climate change is a threat to human well-being and the health of the planet. Any further delay in concerted global action will miss the brief, rapidly closing window to secure a livable future"; and

WHEREAS, the U.S. moving toward rapid decarbonization will avoid economic losses and take advantage of entirely new economic opportunities that are likely to emerge; governments at all levels need to focus on setting regulation and policy; rapidly deploying and scaling advanced technologies; and accelerating critical infrastructure programs; and

MEETING DATE/TIME: 6/15/2022

ITEM NO: 2022-1755



AGENDA SUMMARY REPORT

SUBJECT: Possible Adoption of Resolution Endorsing the Declaration of a Climate Emergency and a Call to Action to Restore a Safe Climate.

DEPARTMENT: City Manager / Admin

PREPARED BY: Shannon Riley, Deputy City Manager

PRESENTER: Shannon Riley, Deputy City Manager

ATTACHMENTS:

1. Resolution Climate Emergency 2022
2. 13a Correspondence Received - Peter McNamee
3. 13a Correspondence Received - S. Margo Frank
4. 13a Correspondence Received - Victoria Patterson
5. 13a Correspondence Received - Karen Rosen
6. 13a Correspondence Received - Laura Fogg
7. 13a Correspondence Received - Melissa Eleftherion Carr
8. 13a Correspondence Received - N. Leveille
9. 13a Correspondence Received - Peter Good
10. 13a Correspondence Received - Judy Luria
11. 13a Correspondence Received - Peggy Backup
12. 13a Correspondence Received - Cassandra Elberg-Gibson
13. 13a Correspondence Received - Jeanene Chapes
14. 13a Correspondence Received - Cindy Plank and League of Women Voters
15. 13a Correspondence Received - Marcy Snyder
16. 13a Correspondence Received - Betty Lacy
17. 13a Correspondence Received - Emily Tecchio and Mendocino County Fire Safe Council

Summary: The Council is asked to consider adoption of a Resolution Endorsing the Declaration of a Climate Emergency and a Call to Action to Restore a Safe Climate, which memorializes the City's commitment to green and sustainable practices.

Background: Over the last two years, the Climate Action Mendocino group has engaged with City Staff and other local jurisdictions on a variety of matters related to climate and environmental issues. More recently, the group has urged the City to pass a resolution declaring a climate emergency, along with an exhibit containing specific action items. Under their encouragement, the County of Mendocino passed a resolution declaring a climate emergency on July 21, 2020. According to climateemergencydeclaration.org, 2,104 jurisdictions in 39 countries have also passed climate emergency declarations.

Discussion: The City of Ukiah has a long history of pursuing forward-looking goals that keep the Ukiah community green. In the 1980's, Ukiah was among the first cities to install an electric vehicle charging station. In 2022, City Staff continues to look forward by striving to not only meet, but exceed, the State's sustainability goals. Following are just a few of the "eco-initiatives" undertaken by the City of Ukiah:

- Installed solar panels on City of Ukiah facilities.

Change Assessment warned that extreme weather and fires are worsening, predicting increased drought cycles a resulting three-fold increase in intensity and magnitude now pack, increased flooding, impacted agriculture, as economy and human health, unless greenhouse gas

contributing to the increased frequency and intensity of, and other extreme weather, including the Northern that destroyed at least 38,333 structures, killed 118, as reductions in air quality; in 2020, in California, four as of GHG's released, 11 million gallons of fire retardant

wildfires in California caused haze on the other side of was gripped by a heat wave that caused thousands of ated illness and likely killed hundreds; extreme heat has rnina over the last decade; and

ure has set clear climate objectives for the next decade, GHG emissions by 2030; 50% renewable energy; and and

climate change if left unabated will have catastrophic direct impacts at the federal, state, local and household losses, energy costs, water costs, and food availability;

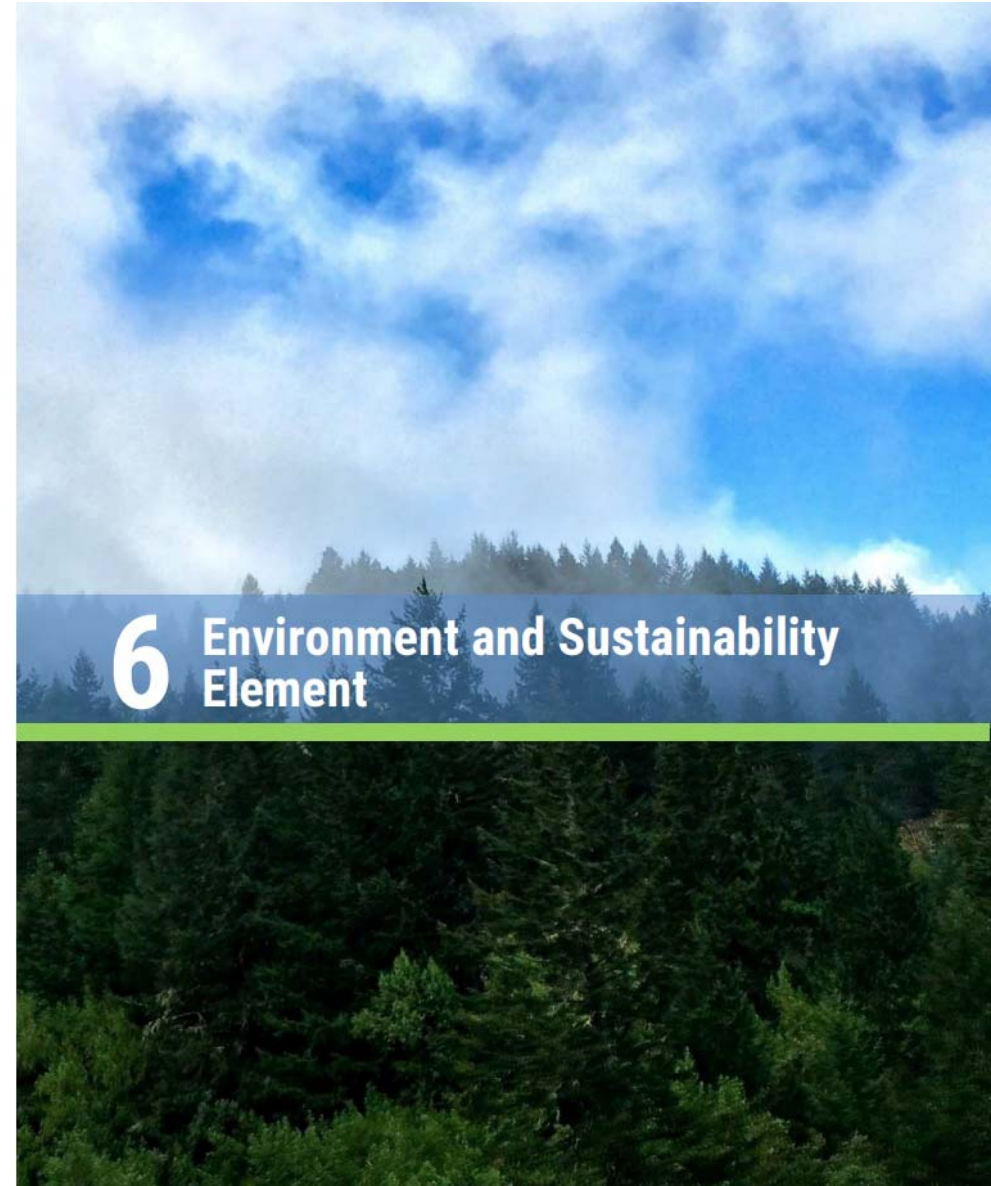
Tracking Progress

- 21% of the ASRs presented to the Council in 2023 have to do with Urban Greenhouse Gas Drawdown and another 21% regarding transportation
- Tracked in the annual budget
- ...and more



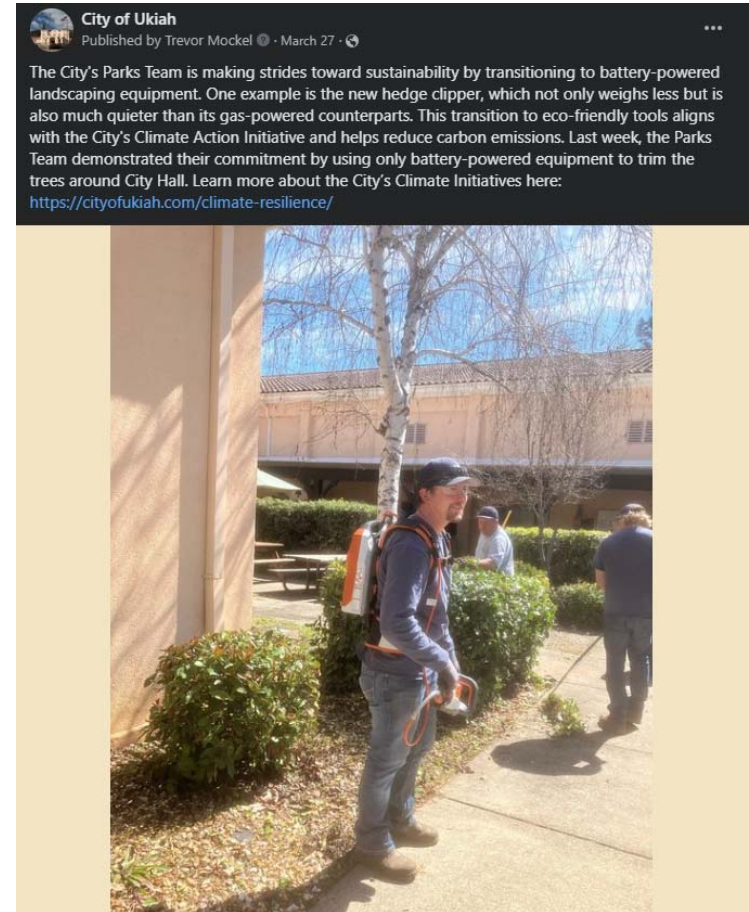
Embedded in the 2040 General Plan

Development of the
Climate Action Plan
is underway



Initiative #1: Energy Efficiency

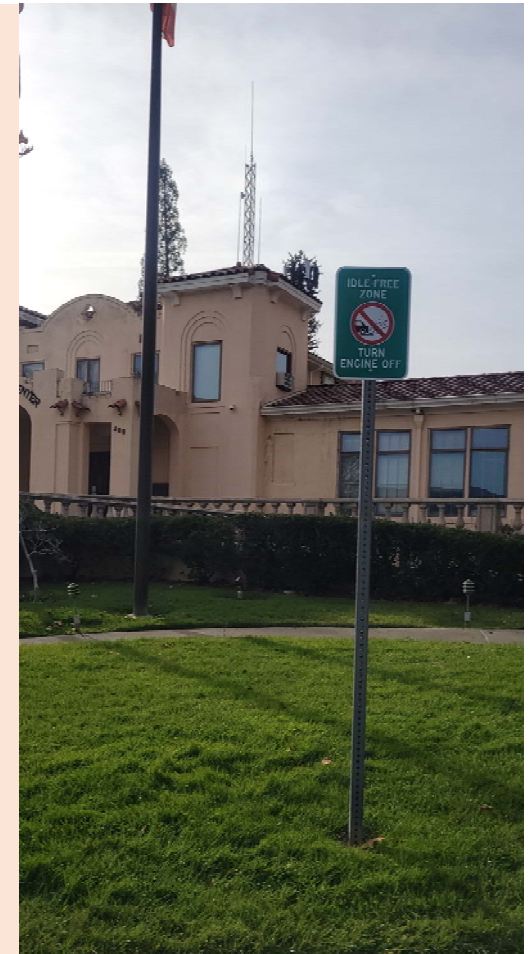
- 100% Green Rate launched
- 70 LED streetlights; more coming
- Social media post: battery powered landscaping equipment
- Rebate programs (now available in Spanish)
 - <https://cityofukiah.com/electric-utility/>
 - 1,672 applications processed (since July 2011)





Initiative #2: Transportation

- Complete Streets
- Purchasing policy
 - Priority for pricing electric/hybrid
- Bike lanes
 - 2.63 miles added
 - 2.22 miles altered (with added buffer)
- Planned expansion of EV charging network
- No idling campaign
 - Signs
 - Social media campaign



Initiative #3: Solid Waste

- 10-gallon container program
- Green waste totes and countertop compost bins added to all City facilities
- SB 1383: requires organic waste facilities and operations to measure and report organic waste material activity



Select an appropriate size to avoid overflowing.
(All services include 96 gal. green and blue totes.)

Escoja el tamaño apropiado para evitar multas por el desbordamiento de basura en su contenedor.
(Todos los servicios incluyen los contenedores verde y azul de 96 gal. cada uno.)

	10 gal.*	20 gal.	32 gal.	64 gal.	96 gal.
# bags / bolsas	< 1	2	3	4-6	5-9
# people / personas	1-2	1-2	2-4	4-6	6+

*Special application and approval required for 10 gal. tote
For application visit: CityofUkiah.com/utility-services and click on the "applications" tab

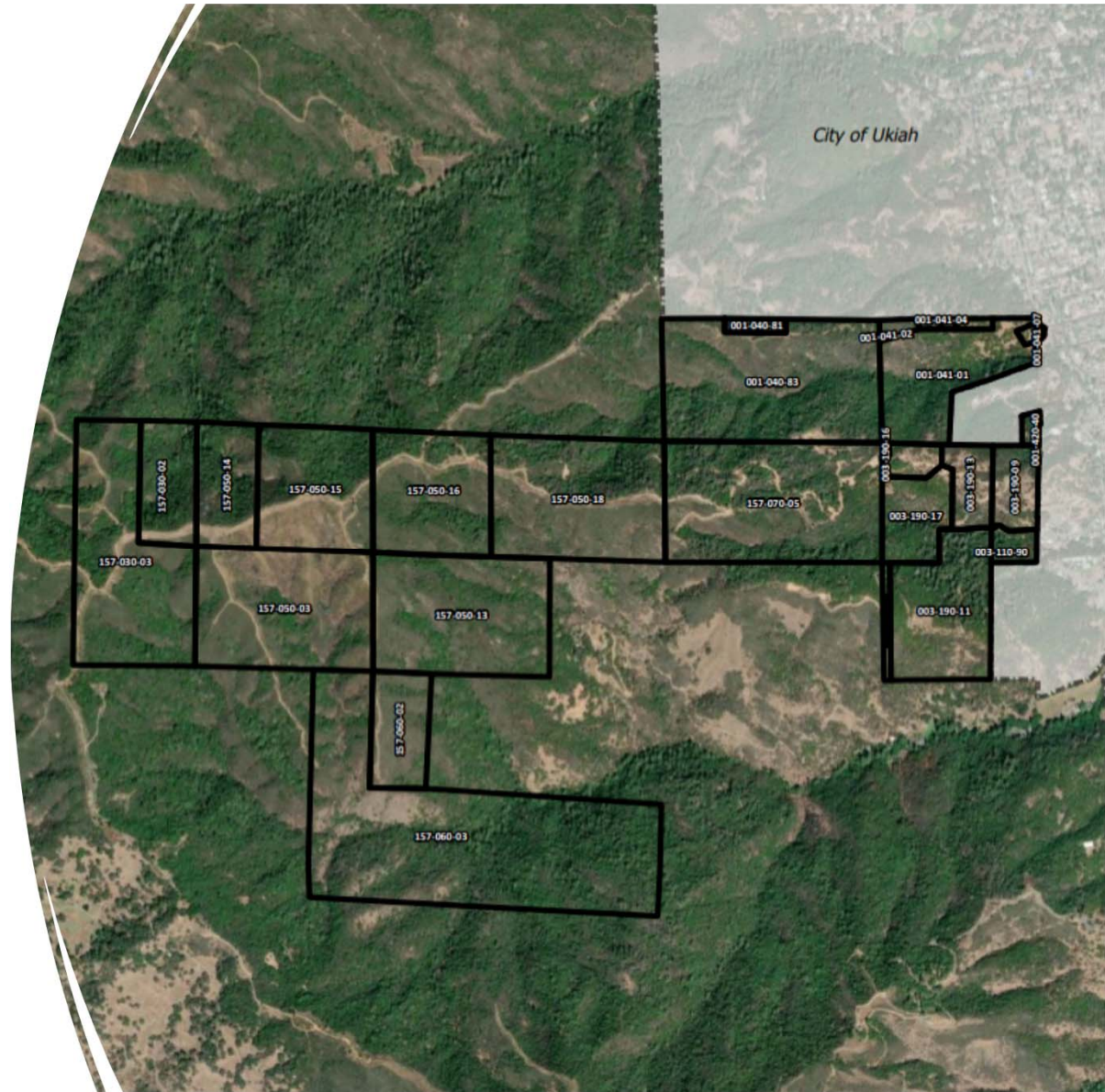
*Solicitud y aprobación son requeridas para un contenedor de 10 gal.
visite: CityofUkiah.com/utility-services para obtener la solicitud y haga clic en la pestaña con el título "solicitud"

For assistance in selecting or changing service, contact Customer Service:

Para asistencia seleccionando o para cambiar el servicio contacte nuestro servicio al cliente:

Initiative #4: Urban-Greenhouse Gas Drawdown

- Open space acquisition in the Western Hills
 - Management plan
- Transitioning away from gas-powered equipment
- Expanding the urban forest



Initiative #5: Land Use

- Zoning Code amendments to facilitate new housing development
- Streamline Accessory Dwelling Unit (ADU) regulations
- Update definitions and allowances
- Pre-Designed and Pre-Approved ADUs
 - 3 new units
 - 30 ADU permits issued (since 2020)



Initiative #6: Community Engagement

- Webpage
- Social media
- Integrating climate responsibility

City of Ukiah Eco-Initiatives



Converting to Solar
Energy



Lighting Upgrades
at City Facilities



Water-Efficiency,
Treatment, and
Storm Water
Improvements



Our Hybrid Fleet
and Clean
Equipment



Reducing Vehicle
Miles Traveled



Transition to Cloud
Computing



Increasing
Recycling and
Reducing Organic
Waste



Our Electric Utility



Parks and
Recreation



Protecting Our
Emissions Savings
by Preventing Fires



Environmentally
Friendly Land Use
Policies

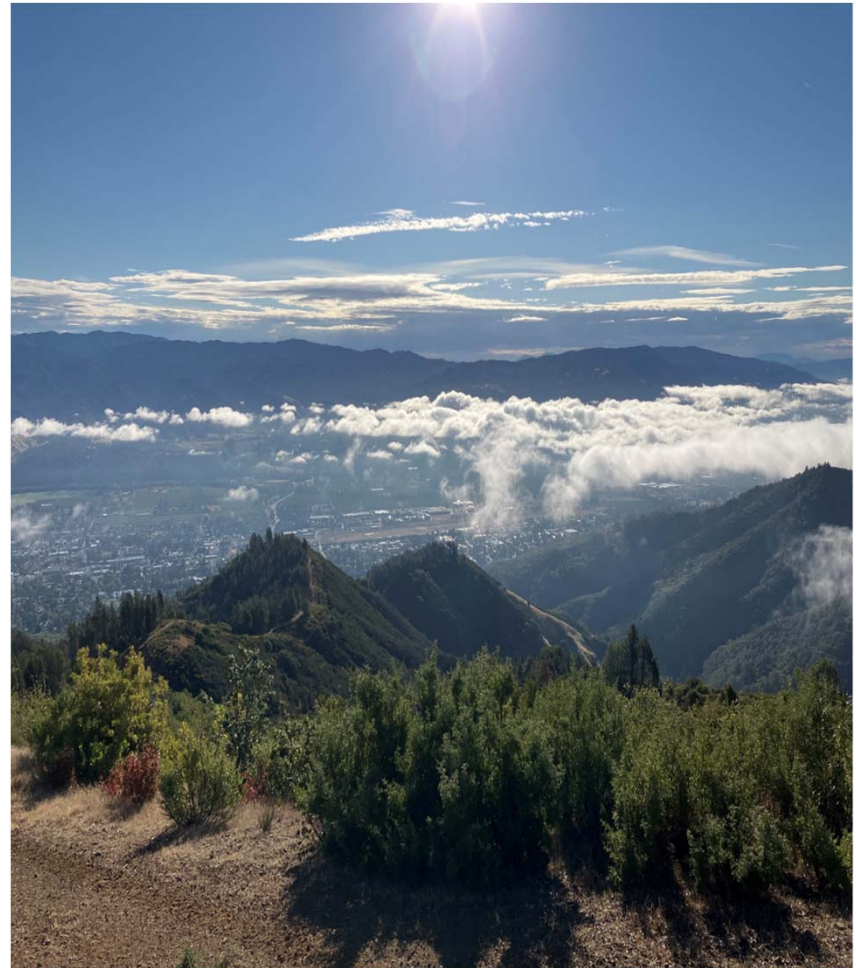
Initiative #7 Water Policy

- Almost 90% of the water used by Ukiah is replenished back into the water basin
- Phases 1-3 provide 1,000 acre feet of water; Phase 4 increases that to 1,500



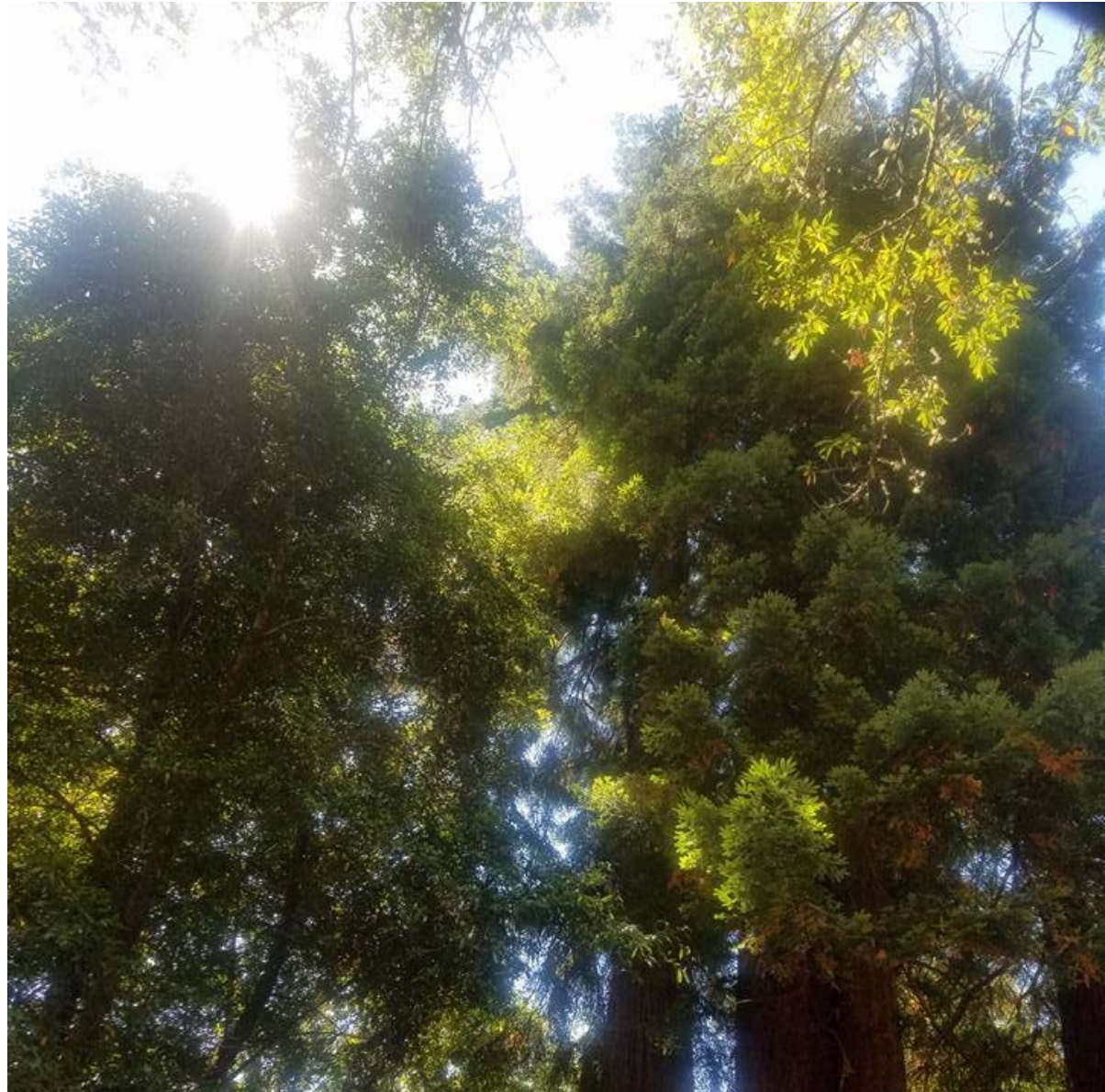
Initiative #8: Information Technology

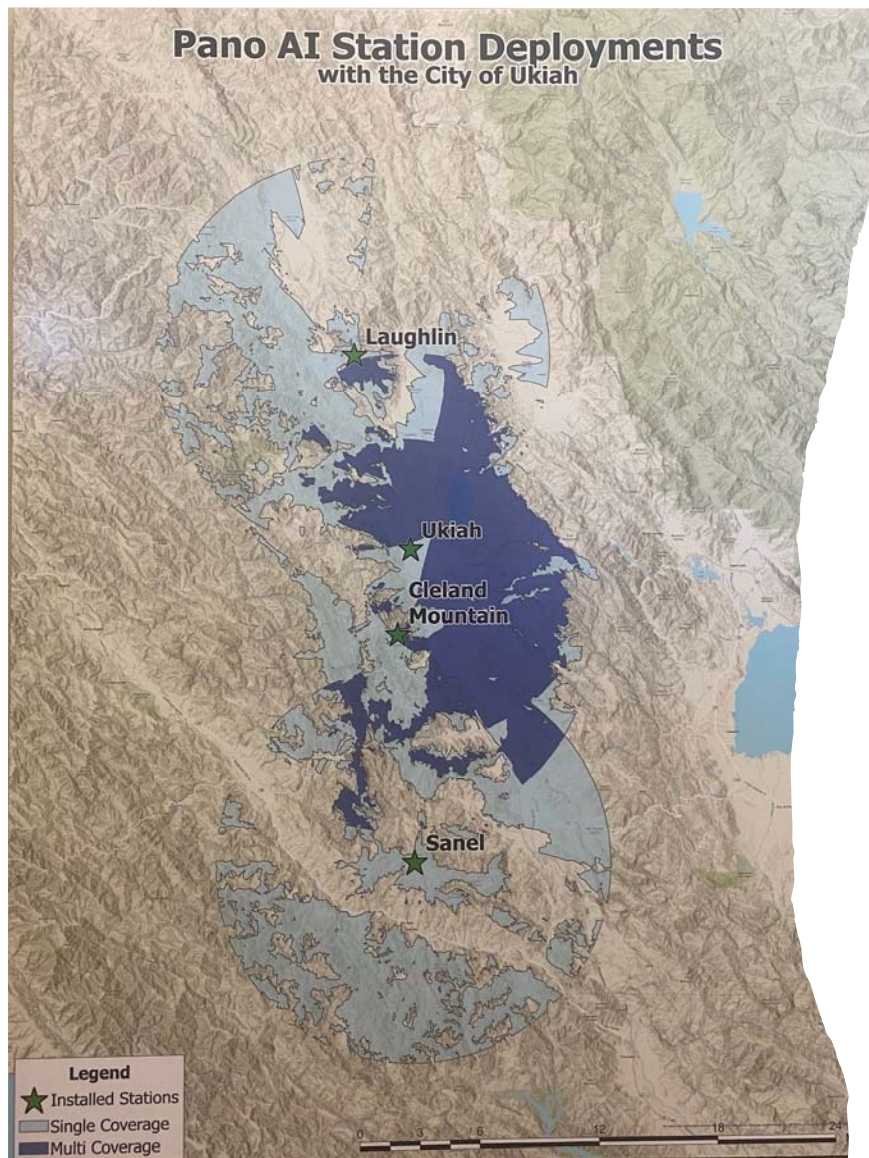
City systems moving toward
cloud-based storage and
reduced paper usage



Initiative #9: Parks and Recreation

City Staff adhere to the
Integrated Pest Management
Plan





Initiative #10: Fire Prevention

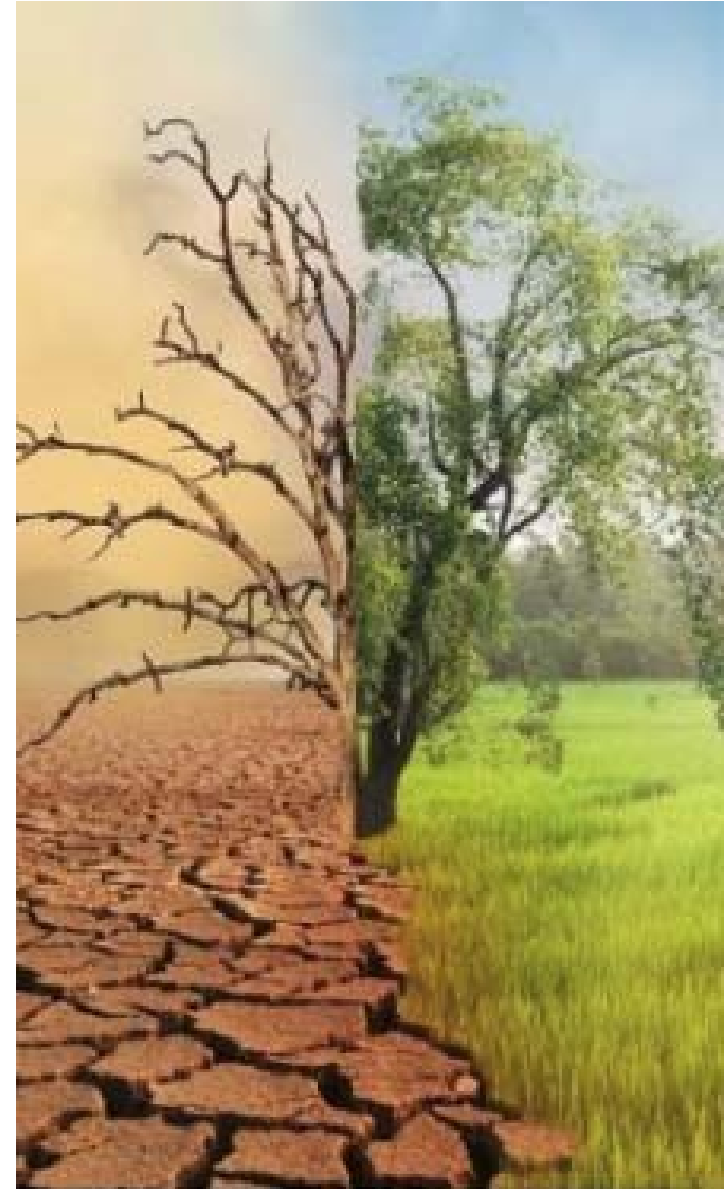
- Artificial Intelligence-driven cameras for early fire detection
- Undergrounding powerlines and tree trimming
- Maintaining and expanding the shaded fuel break

Next steps

- Council member ad hoc and a working group were formed to participate in the development of the Climate Action Plan
- Resiliency officer
- Continue tracking and demonstrating accountability



Questions





AGENDA SUMMARY REPORT

SUBJECT: Discuss and Provide Direction for the Establishment of an Oversight Committee, with Possible Appointments, to Review Measure P Expenditures for Fiscal Years 2021 and 2022 per Resolution 2014-28 as well as Fiscal Years 2023 and 2024.

DEPARTMENT: Police

PREPARED BY: Cedric Crook, Police Chief

PRESENTER: Cedric Crook, Police Chief

ATTACHMENTS:

1. Resolution 2014-28

Summary: Council will discuss and provide direction for the establishment of an Oversight Committee, with possible appointments, to review Measure P expenditures for fiscal years 2021 and 2022 per resolution 2014-28 as well as Fiscal Years 2023 and 2024.

Background: During the summer of 2014, the City of Ukiah began the effort to renew Measure S, which was due to sunset, and was ultimately replaced with Measure P. During this process, the City Council unanimously approved Resolution 2014-28 (Attachment #1), which established an expenditure plan for public safety and an Oversight Board to review and report on the performance of the public safety spending plan, to include expenditures of Measure P revenues, every other year. Since the passage of Measure P, the City has enhanced its reporting practice and produces a Measure P report with each annual operating budget and audited financial statements. Although this information has been publicly reported by the City annually, it is overdue in appointing a new Measure P Oversight Committee and completing the biannual review consistent with the original resolution.

Discussion: The process for the review of Fiscal Years 2021 and 2022 would normally occur after the completion of the second Fiscal Year and was delayed due to the effects of the pandemic on operations two years ago. To efficiently and effectively complete this review, one option for City Council would be to appoint members of the public from prior committees to complete this review, with the alternative option being for City Council to provide direction to staff to seek out new community applicants for the next committee. Staff would ask that this committee also review Measure P Expenditures for the Fiscal Years of 2023 and 2024 to expedite the reviews and be current.

The last active Measure P Oversight Committee Community members were Edward Eversole, Roe Sandelin, and Larry Olson. Resolution 2014-28 states that the committee will be comprised of persons appointed to the committee who should represent a broad range of interests, such as business owners, ethnic minorities, (1) Ukiah City Firefighter, (1) Ukiah City Peace Officer, homeowners and tenants. Staff also identified Max Brazill as representing the Ukiah Police Department and Tony Selvitella as representing the Ukiah Valley Fire Authority.

Recommended Action: Approve the establishment of an Oversight Committee to review Measure P expenditures for the fiscal years 2021 and 2022, as well as 2023 and 2024; and appoint Max Brazill representing the Ukiah Police Department; Tony Selvitella representing the Ukiah Valley Fire Authority; and three community members as persons representing members at large to the Measure P Oversight Committee.

BUDGET AMENDMENT REQUIRED: None

CURRENT BUDGET AMOUNT: None

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager; Dan Buffalo, Finance Director: Douglas Hutchison, Fire Chief

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): GP-A6 - Safety Element

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2014-28**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING AN EXPENDITURE PLAN FOR PUBLIC SAFETY AND AN OVERSIGHT BOARD TO MAKE PERIODIC REPORTS ON THE PERFORMANCE OF THE EXPENDITURE PLAN****WHEREAS:**

1. The City of Ukiah is 4.7 square miles in size, but is surrounded by additional urban areas and residential subdivisions within an unincorporated portion of Mendocino County. The Ukiah Valley is the most populous portion of Mendocino County, containing, at least, 2/3 of the total county population; and
2. The California Department of Finance estimates the population of the City of Ukiah ("City") as of January 1, 2004, at 15,907 people and 16,185 as of January 1, 2014; and
3. Ukiah is the County Seat for Mendocino County and a commercial center for Mendocino County, Lake County, Southern Humboldt County and Northern Sonoma County; and
4. As such during business hours, the City population swells to perhaps as many as 40,000 people, including people who work, shop and receive services in Ukiah; and
5. Ukiah also is located on U.S. Highway 101, which is the major north-south highway west of Interstate Highway 5, and links southern California to Northern California and Oregon; and
6. Consequently, a small city with a population of 15,907 people in 2004 and 16,185 in 2014 must provide law enforcement, fire protection and emergency medical services to a day time population of 40,000, and respond to emergencies within the City, on U.S. Highway 101, and on a mutual aid basis within the larger Ukiah Valley; and
7. Public safety services are a general fund obligation of the City, which receives revenues from ad valorem property taxes, sales taxes and vehicle license fees. The City receives only 1% of the gross receipts from taxable retail sales within the City and less than 10% of the property taxes collected from real property located within the City; and
8. While population within the Ukiah Valley and City of Ukiah has grown over the last 30 years, calls for police services have also grown significantly. Calls for police services has increased from around 2500 calls in 1969 to over 25,000 in 2014, or by 1000%. Calls for service have increased in virtually every category, including assaults with weapons, burglary, thefts and shoplifting, drugs, sexual assaults and domestic violence; and
9. In contrast, between the years 1989 and 2003, the number of sworn officers in the Ukiah Police Department has remained constant at 28 officers; and
10. Calls for fire services have also grown. Between 1986 and 2012, fire calls increased 61% from 1,353 in 1986 to 3,277 in 2012; and
11. In 1988, the Ukiah Valley Fire District contracted with the City of Ukiah to provide fire services. The combined fire department had 15 firefighters; and
12. In 1988, the Ukiah Valley Fire District and City of Ukiah fire departments elected to independently provide fire services to their communities. Over the next 20 years, City of Ukiah Fire Department continued to provide at least 15 firefighter staffing; and
13. In 2003, due to the State of California's budget deficit, the City's general fund revenues were decreased significantly; and

14. As a result, the City was faced with substantial deficits for fiscal years 2004-2005, which required lay-offs or other reductions in expenditures for public safety services in the City; and
15. These budget deficits lead to deferment of equipment replacements, including fire engines, the City's ladder truck and police patrol cars; and
16. To address the significant demands of an increased public safety workload and provide funding for necessary equipment, in June of 2005, the Citizens of Ukiah passed by a majority vote, Measure S, a ½ cent general sales tax measure ("Measure S Sales Tax"), and Measure T, an accompanying advisory measure, which said that the first priority for additional sales tax funds should be support of essential public safety services; and
17. Measure S provided funding that has been used to increase the Police Department staffing from 28 sworn officers to 32 sworn officers. The 4 additional officers (one per work shift) were added to address workload increases and decrease response times; and
18. Measure S allowed the Fire Department to replace aging fire equipment, including the City's essential ladder truck, and other fire vehicles, and maintain a staff of at least 15 firefighters, with at least 4 firefighters on duty per shift for emergency services; and
19. In 2008, the Nation, State of California and the City of Ukiah, experienced a recession which significantly reduced city revenues from sales taxes, including revenues received from Measure S. Due to these budget deficits, the City's general fund revenues were significantly decreased; and
20. This unanticipated nation-wide recession forced the City of Ukiah to eliminate open positions, layoff personnel and reduce general fund budgets; and
21. Over the last six years, every employee in the City of Ukiah has had a 5% reduction in pay, and absorbed increases to their health insurance costs, in addition to various unpaid furloughs and reduced work hours which were made necessary by significantly reduced sales and property tax revenues ; and
22. The City of Ukiah fully complied with the PERS retirement cost reductions, reducing retirements costs for new employees; and
23. The Police Department was reduced over a two year period from 32 sworn officers to 30 sworn, then 26 sworn officers, because of the 2008 recession and reduction in General Fund revenues and Measure S revenues; and
24. The Fire Department operated ambulance service was eliminated as an additional measure to economize in response to the 2008 recession and reduction in Measure S Sales Tax and General Fund revenues, because the cost of the ambulance service exceeded the limited compensation from reduced Medi-Cal and Medi-Care reimbursements; and
25. As the economy improved, and General Fund revenues and Measure S Sales Tax revenues have been restored to the levels prevailing before the 2008 recession, the City of Ukiah has worked to improve public safety services to the Ukiah community; and
26. For a two year period commencing January 1, 2014 and ending on December 31, 2015, the City of Ukiah and the Ukiah Valley Fire District have entered a contract to provide fire services to the entire Ukiah Valley and City of Ukiah; and

27. This agreement has increased the available on-duty firefighting staff to 18 firefighters, (11-City paid personnel, 6-District personnel, and shared Fire Chief) a combined two-department volunteer firefighter force, with an increased firefighter capacity to at least 6 firefighters on-duty each day for firefighting and Paramedic medical services; and
28. The City Council has reauthorized the Police Department to increase staffing back to 32 sworn officers. The additional officers (which allow for an extra officer per work shift) were added to address workload increases and decreased response times; and
29. Unlike the City's 1% share of the current 8.25% statewide sales tax, all sales taxes produced by Measure S must remain in the City of Ukiah. These taxes cannot be taken away by the State of California. Although enacted as a general tax which can lawfully be used for any municipal purpose, the City Council has and by this resolution will continue to place the Measure S Sales Tax revenue in a designated account within its budget and financial statements so that its use for public safety services can be reviewed, audited and accounted for; and
30. In addition, it is the intent of this resolution to commit the City to maintain the amount of general fund revenues supporting public safety at or above current levels. This resolution also commits the City to maintain the current level of public safety services, including a minimum of 32 sworn police officer, and the level of fire prevention and protective services commensurate with the City of Ukiah's portion of any City and District contractual agreement for joint fire, paramedic and fire prevention operations; and
31. Measure S will sunset in September of 2015. Without the continuation of Measure S Sales Tax revenue, the City of Ukiah could not maintain current Police and Fire services. Without Measure S Sales Tax revenues, the City of Ukiah would be forced to reduce or eliminate some or all of these essential public safety services.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. EXPENDITURE PLAN: While the revenue received by the City from Measure S Sales Tax is unrestricted general fund revenue, by this resolution, the City Council commits to using these revenues to provide public safety services. "Public safety services" means law enforcement and crime prevention services provided by the Ukiah Police Department, and fire protection and prevention and emergency medical services provided by the Ukiah Fire Department, by contract with the Ukiah Valley Fire Protection District or any other arrangement approved by the City Council. These taxes may be used to pay for such public safety services expenses as the training and salaries, including overtime and specialty pay, and fringe benefits, of public safety officers and support staff working in the Police Department and of firefighters, emergency medical technicians and support staff providing fire prevention and protection services to the City. These funds may also be used for operating expenses, and the purchase of vehicles, equipment and supplies, and capital improvements used exclusively for Public safety services.

A. Accounting for Public Safety Services Revenue. In each fiscal year commencing with the 2014-2015 fiscal year, for purposes of accounting for the use of these revenues, the City shall continue to credit to an account or fund in the City's budget and financial records, to be designated by the Finance Director, all of the following: (1) Measure S Sales Tax revenue; and (2) "Public Safety Revenue" which is the revenue produced by the Police and Fire Departments.

B. Minimum level of Public Safety Services. The City shall maintain a minimum level of public safety services, but nothing in this resolution prevents the City Council from establishing a higher level of public safety services, reorganizing or changing the method of providing public safety services or reducing staffing for public safety where required by financial necessity resulting from circumstances beyond the control of the City, such as a prolonged recession like the one experienced in 2008 or other prolonged and substantial reduction in general fund revenues. The minimum level of public safety services shall be the level of such services available in the City in the 2014-15 fiscal year, including the following: (1) thirty-two (32) full-time peace officers as defined in Penal Code Section 7 and Title 3, Part 2, Chapter 4.5 (commencing with Section 830), and the level of fire prevention and protective services commensurate with the City of Ukiah's portion of any City and District contractual agreement for joint fire, paramedic, and fire prevention operations .

2. OVERSIGHT COMMITTEE. Every two years after the Effective Date of Ordinance No. 1149, extending the Measure S sales tax, the City Council shall appoint five people to an "Oversight Committee" the only function of which shall be to review the City's budget for public safety services and the expenditure of the revenues so budgeted. The persons appointed to the Oversight Committee should represent a broad range of interests in the City, including such interests as business owners, ethnic minorities, (1) Ukiah City firefighter, (1) Ukiah City peace officer, homeowners and tenants.

The City Manager shall provide the Oversight Committee with any information it requests which is not exempt from disclosure under the California Public Records Act and shall assist it in organizing and analyzing the information so provided. The Oversight Committee must prepare a written report which shall be presented to the City Council at a noticed public hearing and which shall be available to the general public for not less than 10 calendar days prior to the scheduled hearing date. The report shall contain an analysis of the level and types of service provided by the City's police department and fire department or other arrangement approved by the City Council, the revenues and expenditures of the designated fund or account. It shall also make recommendations concerning the future use of these funds and levels and types of service. The Oversight Committee shall dissolve after it files its report with the City Council, until a new Oversight Committee is appointed for the next two year review.

3. ACCOUNTING FOR MEASURE S SALES TAX REVENUE. All Measure S Sales Tax revenues and all interest on said revenues shall be credited to the designated fund or account and shall be designated for use in accordance with this Resolution.

PASSED AND ADOPTED ON JUNE 24, 2014, BY THE FOLLOWING ROLL CALL VOTE:

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


Philip E. Baldwin, Mayor

ATTEST:


Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Review and Update, if Warranted, the Ukiah City Council Strategic Plan.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Traci Boyl, City Manager's Office Senior Analyst

PRESENTER: Sage Sangiacomo, City Manager

ATTACHMENTS:

1. Draft City Council Strategic Plan 24

Summary: Each year during the annual budget process, the Ukiah City Council reviews and updates the City's Strategic Plan.

Background: The Strategic Plan provides a framework that prioritizes focus on core functions and ensures City Departments are working together to meet the needs of our residents and businesses as directed by the City Council. The priorities identified in the plan will guide decision-making to desired outcomes through strategies and specific actions.

The priorities, strategies, and actions that make up the strategic plan evolve over time with the changing needs of the community and organization.

- Priorities are broad guiding statements that describe the hopes of the community for the future. A priority may never be completely attainable, but it is used as a point towards which to strive.
- Strategies describe what is needed to move the City in the direction of completing each priority.
- Actions outline specific steps to be taken to achieve the strategy. Actions are further defined, detailed, and assigned as objectives within each departmental budget.

Throughout the annual budget process, the City Council reviews and modifies the Plan as necessary and sets annual objectives for all departments (within departmental budgets) that are in line with the City's priorities.

Discussion: The City Council will review and discuss the Strategic Plan (Attachment #1). The plan includes updates and edits (in redline) to reflect the Council's recent policy changes and priorities over the previous year. This year's update also includes incorporating the City Equity Action Plan goals and strategies.

The Equity Action Plan, developed by the City of Ukiah Diversity and Equity Committee, was adopted by the City Council in January 2022 as a two-year plan. It has been implemented across all departments of the City and is creating a positive impact on the agency and community based on employee demographics polls, surveys, and feedback from team members. Therefore, with direction and guidance provided by the City's Diversity and Equity Committee, City Staff recommends the Equity Action Plan goals and strategies be incorporated into the City Council's Strategic Plan. This step would memorialize the ongoing commitment to this work and ensure diversity, equity, transparency, and justice are embedded into policymaking, accountability, and delivery of City services.

Additional updates to the plan include:

- Development of a Climate Action Plan
- Protection of the community's investment in improved infrastructure
- Explore designs and plans to develop enhanced gateways into the City

Recommended Action: Review the Ukiah City Council Strategic Plan and provide direction as may be warranted to update the document.

BUDGET AMENDMENT REQUIRED: n/a

CURRENT BUDGET AMOUNT: n/a

PROPOSED BUDGET AMOUNT: n/a

FINANCING SOURCE: n/a

PREVIOUS CONTRACT/PURCHASE ORDER NO.: n/a

COORDINATED WITH: Sage Sangiacomo, City Manager

DIVERSITY-EQUITY INITIATIVES (DEI):

Goal 2 – Eliminate internal and external barriers to Diversity, Equity, and Inclusion within the systems of our organization. **Goal 5** – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI): 6c – Ensure that climate responsibility is integrated throughout the City's departments and operations.

GENERAL PLAN ELEMENTS (GP): GP-A1 - Land Use Element, GP-A2 - Economic Development Element, GP-A3 - Mobility Element, GP-A4 - Public Facilities, Services, and Infrastructure Element, GP-A5 - Environment and Sustainability Element, GP-A6 - Safety Element, GP-A7 - Agriculture Element, GP-A8 - Housing Element (2019-2027)

Approved: 
Sage Sangiacomo, City Manager



The Strategic Plan provides a comprehensive framework that prioritizes focus on core functions and ensures City Departments are working together to meet the needs of our residents and businesses. The priorities identified in the Plan will guide decision-making to desired outcomes through strategies and specific actions.

The priorities, strategies and actions that make up the strategic plan evolve over time with the changing needs of the community and organization. During the annual budget process, the City Council reviews and modifies the Plan as necessary and sets annual objectives for all departments that are in line with the City's priorities.

In addition, successful development and implementation of the Strategic Plan requires continued engagement, collaboration, and review with our commissions and citizens.

Outcomes

The primary outcomes for the Strategic Planning Process are threefold:

1. Create alignment among Councilmembers, City Staff, and the Community about the top strategic priorities for the City of Ukiah.
2. Develop a set of operational principles that will guide the practices and decisions of the Council in focusing the strategic priorities.
3. Identify specific mechanisms for tracking these strategic priorities over time that will allow the Council and City Staff to make the necessary adjustments to achieve the strategic priorities.

General Principles

A set of accepted guidelines formed to capture values and priorities that transcend broadly to the strategic plan.

- We value diversity, equity, transparency, and justice and those values are essential core elements of policy-making, accountability, and delivery of City services.
- We are mindful that our actions have a profound effect on the health and well-being of future generations.
- Our strategies and approaches maintain or enhance the positive characteristics of our community.
- Our decisions reflect fiscal responsibility, reliability, sustainability, and affordability with an understanding and consideration of impacts to the entire community and organization.
- We look to partner with our community members to promote greater ownership and involvement in their services.
- We look for strategies that increase efficiencies while enhancing customer service.
- Where applicable, we adjust rates and fees to reflect changes in the economy and cost of services.

Components of the Plan

- **Priorities** are guiding statements that describe desired outcomes for our community and organization. A priority may not be completely attainable, but it is used as a point towards which to strive.
- **Strategies** describe what is needed to move the City in the direction of completing each priority.
- **Actions** outline specific steps to be taken to achieve the strategy. Actions are further defined, detailed, and assigned as objectives within each departmental budget.

Strategic Plan Priorities

1. **Enhance Our Neighborhoods:** Foster ~~small-town life prioritizing accessible, high-quality services for all residents and the creation of vibrant community spaces that reflect the diversity of our cultures while ensuring environmental sustainability and maintaining the unique character of our neighborhoods.~~
~~a sense of small-town life by embracing our diversity and providing our residents with quality accessible services and vibrant places that reflect the diversity of cultures within our community~~ (People, Places, & Services)
2. **Develop Quality Infrastructure:** Evaluate strategies and best practices to develop and implement a prioritized plan for maintaining and improving public infrastructure and utilities
3. **Plan for the Future:** Utilize sound principles for valley-wide planning that include a focused approach on ~~identifying and leveraging partnerships for~~ service delivery to increase efficiencies, capabilities, and resiliency.
4. **Grow our Businesses:** Facilitate the development of a sound local economy that attracts investment, promotes economic diversity, supports businesses, creates employment opportunities, and generates public revenues
5. **Value our Team:** Ensure Council and staff work together to create a more diverse, inclusive, responsive, and effective workplace environment



1. Enhance Our Neighborhoods

Foster small-town life prioritizing accessible, high-quality services for all residents and the creation of vibrant community spaces that reflect the diversity of our cultures while ensuring environmental sustainability and maintaining the unique character of our neighborhoods.

a sense of small town life by embracing our diversity and providing our residents with quality, accessible services and vibrant places that reflect the diversity of cultures within our community (People, Places, Services)

A. Recommended Strategy:

Build neighborhoods that provide access for all to a compatible balance of housing, employment, commercial, medical, education, and recreational resources.

Actionable Items:

- i. Implement a housing plan that works to support the development of sustainable housing for all income levels.
- ii. Responsively engage with our neighborhoods to align services with changing needs
- iii. Seek funding opportunities and partnerships to update and add park and recreational facilities
- iv. Work to preserve, conserve, and protect the natural resources/features of the Ukiah Valley and open space
- v. Develop a *Complete Streets* transportation network that enables safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities.

B. Recommended Strategy:

Provide services that support a high quality of life for all residents, including -fostering diverse, inclusive, sustainable and accessible neighborhoods.

Actionable Items:

- i. Ensure the safety of our community through proactive and responsive community policing and fire services with a focus on ensuring that our team members have the appropriate training and resources
- ii. Promote healthy neighborhoods with access for all to quality recreational opportunities
- iii. Engage and conduct community-wide surveys to identify gaps and opportunities for changes or additions to our services and programs
- iv. Continue to work with partnering agencies and stakeholders to identify and address the needs of the community's most underrepresented

C. Recommended Strategy:

Encourage and support an environmentally sustainable and resilient community by

~~Embrace~~ new technology, ~~setting~~ policy, and ~~evaluating~~ critical infrastructure ~~to encourage and support environmentally sustainable community.~~

Actionable Items:

- i. Provide ongoing education and active engagement of City staff, members of committees and commissions, contractors, consultants, residents, and independent community groups in alignment with the goals of improving environmental standards and promoting sustainable policies
- ii. Address the climate implications of all policies and actions that come before the Ukiah City Council that have the potential to impact greenhouse gas emissions, carbon sequestration, and disaster preparedness within the City

~~iii. Implement~~ Continue to support Resolution 2022-44:

A Resolution of the City Council of the City of Ukiah Endorsing the Declaration of a Climate Emergency and a Call to Action to Restore a Safe Climate

~~...and support the implementation of the related initiatives. the City of Ukiah Climate Initiatives (Resolution 2022-44) to restore a safe climate~~

~~iii-iv. Support the development and implementation of a Climate Action Plan~~



2. Develop Quality Infrastructure

Evaluate strategies and best practices to develop and implement a prioritized plan for maintaining and improving public infrastructure and utilities

A. Recommended Strategy:

Continue the development and maintenance of a comprehensive Capital Improvement Plan that considers the climate impacts of those improvements.

Actionable Items:

- i. *Determine current conditions, needs and opportunities, and focus on specific capital improvement projects for the following areas:*
 - Streets
 - Sewer
 - Storm drains
 - Water
 - Electric
 - Landfill

B. Recommended Strategy:

Identify and/or develop funding for essential and vital infrastructure for the long-term.

Actionable Items:

- i. Conduct regular evaluation of utility rates to ensure sustainability of services
- ii. Explore and seek grant funding
- iii. ~~*Evaluate a potential trench cut fee to protect the community's investment.*~~ *Prioritize the protection of the community's investment in improved infrastructure.*



3. Plan for the Future

Utilize sound principles for valley-wide planning that include a focused approach on ~~identifying and leveraging partnerships for~~ service delivery to increase efficiencies, capabilities, and resiliency.

A. Recommended Strategy:

Review and revise land use planning documents to be reflective of the long-term vision for the community

Actionable Items:

- i. Implement the goals, policies, and programs in the Ukiah 2040 General Plan
- ii. Prepare and submit annexation applications in alignment with the City of Ukiah's updated sphere of influence (SOI) and annexation policies

~~i. Evaluate and amend the city zoning code to improve efficiencies/public service and protect natural resources~~

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B. Recommended Strategy:

Analyze and consider opportunities for regional partnerships that support or improve the delivery of municipal services

Actionable Items:

- i. Develop tax sharing agreement with the County of Mendocino
- ii. Support and implement the participation agreement with the Ukiah Valley Sanitation District
- iii. Continue the development of a plan for the delivery of fire services for the Ukiah Valley
- iv. Support newly-developed partnerships with Ukiah Valley water agencies and finalize agreements to consolidate services for improved efficiency, capability and resiliency

C. Recommended Strategy:

Instill diversity, equity, and inclusion as essential core elements of policymaking, accountability, and delivery of City services.

Actionable Items:

- i. Actively engage the community to recruit, board, commission, and committee members that reflect the diverse community we serve.
- ii. Develop and expand public education and outreach platforms to reach underrepresented individuals.

D. Recommended Strategy:

Ensure accountability in the implementation of goals and assessment of progress toward outcomes.

- i. Continue to track progress and ensure DEI alignment of projects and programs through ASR tracking and budget development tools and processes
- ii. Provide annual equity reports to Council
- iii. Make corrective actions through ongoing engagement and evaluation from the DEI Committee



4. Grow Our Businesses

Facilitate the development of a sound local economy that attracts investment, promotes economic diversity, supports businesses, creates employment opportunities, and generates public revenues.

A. Recommended Strategy:

Identify and remove barriers to economic development while leveraging economic opportunities

Actionable Items:

- i. Leverage partnerships with other local agencies and stakeholders to provide economic development resources and services for the retention and recruitment of businesses.
- ii. Identify and support the development of public infrastructure needed to support growth

B. Recommended Strategy:

Develop and preserve the historic downtown as a regional center of civic and economic activity.

Actionable Items:

- i. Develop a plan to identify and attract anchor tenants to the downtown core
- ii. Continue efforts to affect positive change with the Palace Hotel
- iii. Coordinate with the County and State for a reuse plan for the Courthouse
- iv. Continue to support the implementation of the Evaluate and implement Downtown Streetscape Improvement Plan (Phase II anticipated summer of 2023)
- v. Support public infrastructure development at the Perkins Street Depot site in support of the courthouse development and buildout of the property.
- vi. Develop and implement an improved downtown parking plan
- vii. Continue to support the development of the Great Redwood Trail
- viii. Explore designs and plans to develop enhanced gateways into the city



5. Value our Team

Ensure Council and staff work together to create a more diverse, inclusive, responsive, and effective workplace environment

A. Recommended Strategy:

Promote the core values that are embedded in the operational culture of the organization.

Actionable Items:

~~i. Develop organizational practices that reflect our e-embed the core values (Professionalism, Service, Teamwork, Innovation, and Safety) through the lens of diversity, equity, transparency, and justice. -and improve diversity, equity, transparency, and justice~~

B. Recommended Strategy:

Develop open communication and workflow practices that cultivate invested team members and community awareness/involvement

Actionable Items:

~~i. Support the implementation of the City's Equity Action Plan~~

~~ii.i. Develop and expand a public education and outreach plan~~

~~iii.ii. Continue to redesign City Council workflow calendaring and ad-hoc/committee files~~

C. Recommended Strategy:

Create, sustain, and advance a diverse and inclusive workplace and workforce that reflects, values, and celebrates the diverse community we serve.

Actionable Items:

~~i. Implement Diversity, Equity, and Inclusion-related recruitment, development, and retention initiatives.~~

~~ii. Support the work of the City's internal Opportunity and Inclusion Team (OIT)~~

~~iii. Support and expand employee programs including, the Mentorship Program, Exceptional Employee Program, and Leadership Academy.~~

~~iv. Incorporate cultural awareness celebrations and education into employee events and programs.~~



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); and Committee Appointments to serve on the Community Health Needs Assessment (CHNA) Steering Committee with Adventist Health.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Dueñas and Various Councilmembers

ATTACHMENTS:

1. 2024 City Council Special Assignments and Ad Hocs

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.

Adventist Health has extended an invitation to the City of Ukiah - and to ensure representation from the City of Ukiah, Staff is recommending committee appointments to serve on the Community Health Needs Assessment (CHNA) Steering Committee and assist in the creation of the 2025 CHNA Report for the communities served by the three Adventist Health hospitals in Mendocino County. The CHNA Report represents the collaborative work between community members, stakeholders and hospital leadership in providing insight, identifying, gathering and analyzing the health needs of our community. Additionally, this committee will partner to prioritize key health needs and assess the local resources that provide support to these needs.

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

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager

LOCAL / UKIAH VALLEY	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
City Broadband Project	TBD	TBD	Civic Center 300 Seminary Ave. Ukiah, CA 95482	to evaluate the Request for Proposal (RFP) for the Internet Service Provider (ISP) for the California's Public Utilities Commission (CPUC) Last Mile Broadband	Orozco	Jim Robbins, Grants Manager, 463-6708; jrobbins@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
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 467-5720 - Traci Boyl	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Orozco Duenas - Alternate	Traci Boyl, City Manager's Office Management Analyst; 467-5720; tboyl@cityofukiah.com
Greater Ukiah Business & Tourism Alliance (GUPTA)	4th Monday of month, 10:0 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	Marianne Davison - Community Services Department Staff Duenas - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@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	Rodin Orozco - Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport	Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Burgess	Jake Burgess, Community Services Supervisor; 463-6201 jburgess@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	Duenas Neil Davis - Alternate	David Burton, Museum Director; 467-2836 dburton@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 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
MENDOCINO COUNTY	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
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 - Primary; Vice Mayor - Alternate)	Mayor Duenas Vice Mayor Crane - Alternate	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
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
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	Sher Rodin - Alternate	Kristine Lawler, City Clerk; 463-6217; klawler@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	Rodin 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	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	Duenas Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@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	Liaisons: Owen/Schlatter	Greg Owen, Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter, Director of Community Development; 463-6219; cschlatter@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	Rodin Crane - Alternate for both city seat members on Commission	Craig Schlatter, Director of Community Development; 463-6219; cschlatter@cityofukiah.com

2024 CITY COUNCIL SPECIAL ASSIGNMENT LIST

MENDOCINO COUNTY Continued	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
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	Crane Sher - 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	Sher Duenas - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
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, Police Chief Duenas - Alternate	Cedric Crook, Police Chief; 463-6771; ccrook@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
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	Duenas Rodin - Alternate Sage Sangiacomo, City Manager Cedric Crook, Police Chief	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@cityofukiah.com
REGIONAL	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Great Redwood Trail Agency	Bi-monthly, 3rd Thursdays, 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	Rodin Duenas - Alternate	Neil Davis, Community Services Director 467-5764 ndavis@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	Duenas Orozco - Alternate	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@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 425 South Main St., Sebastopol, CA 95472 508-3670	Consider issues related to Russian river - plans projects and funding requests	Rodin Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Northern California Power Agency (NCPA) - Commission	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 State and local power utilities developing and operating power generation, providing scheduling and related energy services and providing regulatory and legislative support.	Crane - Commissioner Sher - City Council Alternate Sauers - Alternate and Commissioner in absence of Commissioner Crane	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com
Northern California Power Agency (NCPA) – Lodi Energy Center (LEC) Appointment	2nd Monday of month, 10:00 AM	Lodi, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4299	Committee oversees the operation, maintenance and expenditures of the LEC 300 MW generating project.	Sauers – Project Participate Appointee	Cindy Sauers, Electric Utility Director, 463-6286, csauers@cityofukiah.com
Transmission Agency of Northern California (TANC)	4th Wednesday of month, 10 a.m.	35 Iron Point Circle Suite 225 Folsom, CA		35 Iron Point Cir #225 Folsom, CA 95630 916-852-1673; info@tanc.us	Provide electric transmission to its Member utilities through transmission line ownership or contract arrangements.	Crane Sauers - Alternate	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com
STANDING COMMITTEES	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Diversity and Equity	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 Boyd, City Manager's Office Management Analyst; 467-5720; tboyd@cityofukiah.com
Fire Executive Committee	2nd Tue, every other month beginning in January; 5:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		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/Sher	Doug Hutchison, Fire Chief; 463-6263; dhutchison@cityofukiah.com
Countywide Oversight Board to the RDA Successor Agencies	4th Thursday of January, 4:00 p.m.; meets annually	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		City of Ukiah ATTN: City Clerk 300 Seminary Ave. Ukiah, CA 95482	Oversee and direct the Successor Agencies of the former redevelopment agencies	Crane	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Kristine Lawler, City Clerk; 463-6217, klawler@cityofukiah.com

2024 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Orozco	Cindy Sauers, Electric Utility Director; 463-629586 csauers@cityofukiah.com
Trench Cut Policy Development	Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@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	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.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/Orozco	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sean White, Water Resources Director 463-5712 swhite@cityofukiah.com
Orr Street Bridge Corridor	Rodin/Sher	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Complete Streets	Rodin/Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com
Special Districts (Water District Consolidation)	Orozco/Crane	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Corp Yard Planning	Crane/Orozco	Jason Benson, Senior Civil Engineer 463-6284 jbenenson@cityofukiah.com
Mendocino County Courthouse Project and Reuse	Sher/Orozco	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Climate Action Plan <i>Will coordinate with the Community Development Director to identify and assign representation to each of the identified categories, and also coordinate with the Community Development Director and the Climate Action Plan Working Group related to other outreach efforts during the development of the draft municipal Climate Action Plan related to the 2040 General Plan</i>	Sher/Duenas	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
City's 150-Year Anniversary Planning	Orozco/Rodin	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Planning & Building Fee Schedule Review	Crane/Orozco	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com