City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Agenda

City Council

THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY AS THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1 AND THE FORT BRAGG REDEVELOPMENT SUCCESSOR AGENCY

Monday, February 13, 2023 | **6:00 PM** | **Town Hall, 363 N. Main Street and Via Video Conference**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COUNCILMEMBERS PLEASE TAKE NOTICE

Councilmembers are reminded that pursuant to the Council policy regarding use of electronic devices during public meetings adopted on November 28, 2022, all cell phones are to be turned off and there shall be no electronic communications during the meeting. All e-communications such as texts or emails from members of the public received during a meeting are to be forwarded to the City Clerk after the meeting is adjourned.

ZOOM WEBINAR INVITATION

This meeting is being presented in a hybrid format, both in person at Town Hall and via Zoom.

You are invited to a Zoom webinar.
When: Feb 13, 2023 06:00 PM Pacific Time (US and Canada)
Topic: City Council Meeting

Please click the link below to join the webinar:
https://us06web.zoom.us/j/88312271344
*Or Telephone: US: +1 669 444 9171 or +1 253 215 8782 (*6 mute/unmute; *9 raise hand)*
Webinar ID: 883 1227 1344

To speak during public comment portions of the agenda via zoom, please join the meeting and use the raise hand feature when the Mayor or Acting Mayor calls for public comment on the item you wish to address.

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. 23-032 Presentation of Proclamation Declaring February 2023 as Black History Month

Attachments: 02-Black History Month

1B. 23-033 Presentation of Proclamation Declaring February as Teen Dating Violence Awareness and Prevention Month

Attachments: 03-Teen Violence Awareness Month

2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR & (3) CLOSED SESSION ITEMS

MANNER OF ADDRESSING THE CITY COUNCIL: All remarks and questions shall be addressed to the City Council; no discussion or action will be taken pursuant to the Brown Act. No person shall speak without being recognized by the Mayor or Acting Mayor. Public comments are restricted to three (3) minutes per speaker.

TIME ALLOTMENT FOR PUBLIC COMMENT ON NON-AGENDA ITEMS: Thirty (30) minutes shall be allotted to receiving public comments. If necessary, the Mayor or Acting Mayor may allot an additional 30 minutes to public comments after Conduct of Business to allow those who have not yet spoken to do so. Any citizen, after being recognized by the Mayor or Acting Mayor, may speak on any topic that may be a proper subject for discussion before the City Council for such period of time as the Mayor or Acting Mayor may determine is appropriate under the circumstances of the particular meeting, including number of persons wishing to speak or the complexity of a particular topic. Time limitations shall be set without regard to a speaker's point of view or the content of the speech, as long as the speaker's comments are not disruptive of the meeting.

BROWN ACT REQUIREMENTS: The Brown Act does not allow action or discussion on items not on the agenda (subject to narrow exceptions). This will limit the Council's response to questions and requests made during this comment period.

WRITTEN PUBLIC COMMENTS: Written public comments received after agenda publication are forwarded to the Councilmembers as soon as possible after receipt and are available for inspection at City Hall, 416 N. Franklin Street, Fort Bragg, during normal business hours. All comments will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible, except comments that are in an unrecognized file type or too large to be uploaded to the City's agenda software application. Public comments may be submitted to City Clerk June Lemos, jlemos@fortbragg.com.

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

All items under the Consent Calendar will be acted upon in one motion unless a Councilmember requests that an individual item be taken up under Conduct of Business.

5A. 23-016 Approve Scope of Work for Request for Proposals from Qualified Consulting Firms for On-Call Grant Writing Services

Attachments: On-Call Grant Writing RFP

5B. 23-018 Adopt City Council Resolution Adding Administrative Assistant (Confidential) and Manager-Special Projects (Mid-Management) Classifications, Establishing a City of Fort Bragg Master Salary Rate Plan, and Confirming the Pay Rate/Ranges for City of Fort Bragg Classifications

Attachments: RESO AAsstntConf & Mgr-SpecProj

Exhibit A

Public Comment 5B

5C. 23-024 Adopt City Council Resolution Approving Amendment of Professional Services Agreement with Engineering Solutions Services, Inc. for Grant Writing

Services and Authorizing City Manager to Execute Contract (Total Contract Amount Not To Exceed $24,900)

Attachments: Reso ESS Contract Amendment
Engineering Solutions 1st Amd
Exhibit A Scope of Work

5D. 23-025 Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

Attachments: RESO Authorize Remote Meetings
Public Comment 5D & 5E

5E. 23-026 Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

Attachments: RESO Declaring Continuing Local Emergency
Public Comment 5D & 5E

5F. 23-028 Accept Certificate of Completion for School Zone Radar Speed Sign Replacement Project and Direct City Clerk to File Notice of Completion

Attachments: Certificate of Completion
Notice of Completion - Radar Signs

5G. 23-021 Accept the Revised Public Comments Policy

Attachments: Public Comment Policy - Revised
Att A - Nine Tools of Civility
Redlined Public Comment Policy
Public Comment 5G

5H. 23-037 Approve Letter in Support of Larry Spring Museum's Redwood Time Project Grant Submittal

Attachments: 02132023 Redwood Time Support Letter

5I. 23-023 Receive and File Minutes of the September 27, 2022 Community Development Committee Meeting

Attachments: 09272022 CDC Minutes

5J. 23-022 Approve Minutes of January 23, 2023

Attachments: CCM20230123

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

When a Public Hearing has been underway for a period of 60 minutes, the Council must vote on whether to continue

with the hearing or to continue the hearing to another meeting.

8. CONDUCT OF BUSINESS

8A. 23-044 Receive Brown Act Update Regarding Continued Remote Meetings

Attachments: 02132023 Brown Act Update

8B. 23-029 Receive Report and Consider Adoption of City Council Resolution Approving the Purchase of ChargePoint Electric Vehicle Charging Stations for the EV Fleet Charging Station Project, City Project No. PWP-00126, Finding the Project Exempt from CEQA, Adopting Budget Amendment No. 2022/23-13, and Authorizing City Manager to Execute Contract (Amount Not to Exceed $146,453; Account No. 522-4550-0742)

Attachments: 02132023 ChargePoint Contract Award
Att 1 - RESO ChargePoint Purchase Award
Att 2 - RESO Ex A Budget Amendment 2022/23-13
Att 3 - ChargePoint Contract 042221
Att 4 - ChargePoint Quote

8C. 23-009 Receive Report and Consider Approving the OMNIA Partners Cooperative Purchasing Agreement for the Bainbridge Park Playground Improvements Project, City Project PWP-00096; Authorizing Construction Agreement with Akeff Construction, Inc.; Approving Budget Amendment No. 2022/23-14; Authorizing City Manager to Execute Contract (Amount Not to Exceed $341,279.48, Account No. 419-5031-0731); and Finding the Project Exempt from CEQA under 14 CCR 15301

Attachments: 02132023 Playground Contract Award
Att 1 - RESO Playground Project Award
Att 2 - RESO Exhibit A - Budget Amendment
Att 3 - RESO Exhibit B - Project Site Design
Att 4 - OMNIA Partners Gametime Contract
Att 5 - GameTIme ontract Quote
Att 6 - Construction Contract
Public Comment 8C

8D. 23-035 Receive Presentation on the Annual Comprehensive Financial Report (ACFR) for the Year Ended June 30, 2022 for the City of Fort Bragg and Consider Accepting the ACFR as Presented

Attachments: 02132023 ACFR FY21-22 Staff Report
Att 1 - ACFR Including Auditor's Report FY 2021-22
Att 2 - Announcement of Award FY 2020-21 - GFOA
Att 3 - Representation Letter FY 2021-22
Att 4 - Communications Letter FY 2021-22

9. CLOSED SESSION

ADJOURNMENT

The adjournment time for all Council meetings is no later than 10:00 p.m. If the Council is still in session at 10:00 p.m., the Council may continue the meeting upon majority vote.

NEXT REGULAR CITY COUNCIL MEETING:
6:00 P.M., MONDAY, FEBRUARY 27, 2023

STATE OF CALIFORNIA)
)ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on February 8, 2023.

_____

June Lemos, MMC
City Clerk

NOTICE TO THE PUBLIC:

DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:

- *Materials related to an item on this Agenda submitted to the Council/District/Agency after distribution of the agenda packet are available for public inspection upon making reasonable arrangements with the City Clerk for viewing same during normal business hours.*
- *Such documents are also available on the City of Fort Bragg's website at https://city.fortbragg.com subject to staff's ability to post the documents before the meeting.*

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

It is the policy of the City of Fort Bragg to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities.

If you need assistance to ensure your full participation, please contact the City Clerk at (707) 961-2823. Notification 48 hours in advance of any need for assistance will enable the City to make reasonable arrangements to ensure accessibility.

This notice is in compliance with the Americans with Disabilities Act (28 CFR, 35.102-35.104 ADA Title II).

City of Fort Bragg

416 N Franklin Street
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Text File

File Number: 23-032

Agenda Date: 2/13/2023 **Version:** 1 **Status:** Mayor's Office

In Control: City Council **File Type:** Proclamation

Agenda Number: 1A.

Presentation of Proclamation Declaring February 2023 as Black History Month

PROCLAMATION

BLACK HISTORY MONTH

FEBRUARY 2023

WHEREAS, the month of February is officially celebrated as a national event honoring Black history and recognizing the heritage and achievements of African Americans; and

WHEREAS, African Americans have played a central role in our nation's history and the contributions African Americans have made and continue to make are an integral part of our society; and

WHEREAS, Black History Month can be traced back to 1926 when the writer and scholar Dr. Carter G. Woodson, the "Father of Black History Month" began the annual observance to help rectify the omission of African Americans from history books; and

WHEREAS, in 1976, as America observed its bicentennial, the week-long commemoration was expanded to one month and is celebrated today as Black History Month; and

WHEREAS, Africans were first brought involuntarily to the shores of the United States as early as the 17th century, suffering enslavement and facing the injustices of lynch mobs, segregation, and denial of the basic and fundamental rights of citizenship; and

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

WHEREAS, across the generations, countless Black Americans have demonstrated profound moral courage and resilience to help shape our Nation for the better; and

WHEREAS, Black History Month celebrates the many achievements and contributions made by African Americans, including our local heroes; and

WHEREAS, African Americans residing in Fort Bragg have contributed to the betterment of our community through their activism, volunteerism, civic pride and involvement;

NOW, THEREFORE, **I, Bernie Norvell**, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby proclaim the month of February 2023 as Black History Month.

SIGNED this 13th day of February, 2023

_____

BERNIE NORVELL, Mayor

ATTEST:

_____

June Lemos, MMC, City Clerk

No. 02-2023

City of Fort Bragg

416 N Franklin Street
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Fax: (707) 961-2802

Text File

File Number: 23-033

Agenda Date: 2/13/2023 **Version:** 1 **Status:** Mayor's Office

In Control: City Council **File Type:** Proclamation

Agenda Number: 1B.

Presentation of Proclamation Declaring February as Teen Dating Violence Awareness and Prevention Month

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

DECLARING FEBRUARY AS TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH

WHEREAS, teen dating violence, also known as dating abuse, is a serious and growing problem throughout California and each year, an estimated 1 in 12 high school students is physically hurt by a dating partner; and

WHEREAS, according to the Center for Disease Control and Prevention, Dating Matters: Strategies to Promote Healthy Teen Relationships, 1 in 3 adolescents report verbal, emotional, physical, or sexual dating abuse each year; and

WHEREAS, according to the American Psychological Association, 1 in 3 teens have experienced dating abuse and about the same number say they have committed dating abuse themselves; and

WHEREAS, according to the Center for Disease Control and Prevention, 1 in 11 female teens and 1 in 15 male teens reported experiencing physical violence in the last year; and

WHEREAS, according to the Center for Disease Control and Prevention, 1 in 9 female teens and 1 in 36 male teens reported experiencing sexual dating violence in the last year; and

WHEREAS, 43% of LGBTQ+ identifying teens reported experiencing physical dating violence, compared to 29% of heterosexual youth, and 50% of transgender youth reported experiencing sexual violence at some point in their lives; and

WHEREAS, teen dating violence has been linked to other forms of violence and aggression against peers, including bullying, sexual harassment, sexual violence, and physical violence; and

WHEREAS, survivors of teen dating violence have increased risk for truancy, dropout, teen pregnancy, suicide, having eating disorders, and engaging in other harmful behaviors such as use of alcohol, tobacco, and other drugs; and

WHEREAS, teen dating violence intervention and prevention programs can help to ensure a positive school climate and safe learning environment for all youth ages 12 to 24; and

WHEREAS, Project Sanctuary's prevention programs works to address warning signs of teen dating violence among youth before behaviors escalate and protect the safety of targeted youth; and

NOW, THEREFORE, **I, Bernie Norvell**, Mayor of the City of Fort Bragg, on behalf of the entire City Council, join Project Sanctuary in the belief that all community members must be part of the solution to prevent adolescent violence by empowering youth to develop healthy and violence-free relationships throughout their lives, and I do hereby proclaim February as "Teen Dating Violence Awareness and Prevention Month.

SIGNED this 13th day of February, 2023

_____

BERNIE NORVELL, Mayor

ATTEST:

_____

June Lemos, MMC, City Clerk
No. 03-2023

City of Fort Bragg

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Text File

File Number: 23-016

Agenda Date: 2/13/2023 **Version:** 2 **Status:** Passed

In Control: City Council **File Type:** Scope of Work

Agenda Number: 5A.

Approve Scope of Work for Request for Proposals from Qualified Consulting Firms for On-Call Grant Writing Services

The City of Fort Bragg is seeking proposals from qualified candidates interested in contracting with the City of Fort Bragg to provide on-call grant writing, grant management, and technical grant assistance for federal, state, local, emergency and private grant programs for selected priority capital projects. The Public Works Department has identified at least four un-funded capital projects that have potential for grant competitiveness in water, sewer, cv starr, facilities, and streets categories and fund sources to cover approximately $15,000 per project for grant writing services.

CITY OF FORT BRAGG

REQUEST FOR PROPOSALS FOR ON-CALL GRANT WRITING SERVICES

PURPOSE

The City of Fort Bragg is seeking proposals from qualified candidates interested in contracting with the City of Fort Bragg to provide on-call grant writing services including grant management, and technical grant assistance. The City is seeking to contract with an individual or firm that specializes in the management of the overall grant process and can assist the City to maximize the benefits of grant funding.

BACKGROUND

The City of Fort Bragg is located approximately 165 miles north of San Francisco and 188 miles west of Sacramento, with a population of about 7,000. The City employs approximately 70 regular full-time employees in five Departments including Administration, Public Safety, Finance, Community Development, and Public Works. Each Department is led by a Director, who reports to the City Manager and then to the City Council. With current staffing levels, not all departments have the resources or expertise to apply-for and manage grant opportunities.

The City, acting through the Public Works Department is soliciting proposals for on-call consultant services to assist with writing federal, state, local, emergency, and private grant applications and preparing the baseline and existing conditions studies and concept work to strengthen the applications. The primary purpose of this contract is to assist city staff with applications for grants, which address documented needs for capital infrastructure improvements including water, sewer, facilities, and streets projects. In addition, it is the intent of the City to apply for grants which not only are consistent with identified City needs but those grants that can be properly and efficiently administered by staff taking into account existing duties and responsibilities. The goal of the City's grant program is to secure funding for services and projects which the City otherwise would be required to utilize local tax dollars.

The selected grant writing firm(s) or individual(s) will work with the Public Works Department to identify potential grant opportunities and to develop a program specific to the details and timelines of each grant. Upon approval of a master contract and authorization for specific projects, funding for pre-work as well grant writing and application processes will be covered by the City. It is anticipated that ongoing grant management would be funded by the specific grant(s) being managed.

SCOPE OF WORK

This contract would consist of the following tasks:

1. Kick-Off Meeting with the Public Works Department Staff – To discuss potential projects and to align those projects with grant funding opportunities. This meeting will culminate with the preparation of a funding needs analysis. The analysis will assess and prioritize identified capital projects, match them with valid current funding sources, and identify staff timelines for successful project implementation.
2. Grant Funding Research – Conduct research to identify grant resources including federal, state, local, and private organizations that support the City's funding needs and priorities. The following known areas of need include but are not limited to:
    - Water Infrastructure Development and Maintenance
    - Waste Water Infrastructure Development and Maintenance
    - Parks, Recreation, and Facilities
    - Transportation and Sustainability
    - CV Starr Facilities
3. On-call Grant Research – In addition to the areas defined above other areas may be also identified through the funding needs analysis process and throughout the duration of the contract.
4. Grant Proposal Development – Provide grant proposal writing services associated with the timely completion of grant applications on behalf of the City, including the preparation of funding abstracts, baseline and existing conditions studies, production, and submittal of applications to funding sources. A copy of each grant application to be approved by the City prior to submittal.
5. Grant Management and Grant Administration – Upon award of grant, provide grant management and administration services, including but not limited to:
    - Securing and finalizing agreements and monitoring funding compliance.
    - Develop schedules and timing for projects.
    - Budgeting, reporting, and fund reimbursement requests.
    - Implementation training (as needed).
6. Monthly reports – the successful consultant shall submit monthly reports to the City summarizing the amount of time expended and describing activities undertaken during the previous month.

PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send a complete digital proposal, collated into one PDF document, two (2) printed copies of the completed proposals and cost bid so that it is received by the City no later than 2:00 p.m. on March 10, 2022 to:

    City of Fort Bragg
    Attention: June Lemos, MMC, City Clerk
    416 North Franklin Street
    Fort Bragg, CA 95437
    jlemos@fortbragg.com

2. Format: Printed proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper with removable bindings, bound in a single document and organized in sections following the order specified under contents.

3. Contents: Proposal shall contain the following information:

A. Firm Description

Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.

B. Relevant Experience

Describe relevant experience in preparation of grant applications for other public agencies.

C. Key Personnel Qualifications

Identify key personnel who would work on the project as assigned, their respective roles, and a synopsis of relevant experience.

D. References

List of at least three public agencies for whom similar work has been performed, where proposers grant received funding. Include name, title and phone number of a contact person as well as grant type and amount funded. The City may request a copy of a similar report prepared previously by the firm for another agency.

E. Scope of Work

Provide an explanation of tasks associated with the project, including how you propose to complete each task.

F. Budget and Schedule of Charges

Provide a "Not to Exceed" amount and a schedule of charges including list of Personnel Rates, Equipment Charges, Travel Reimbursement Costs, and Job Descriptions for Personnel. Please be aware that prevailing wage rates apply to preconstruction work, such as inspection and land surveying, for public works projects.

G. Work Schedule

Provide a time schedule for completion of work. City shall request grant writing services on an as-needed basis for a two-year term. The selected proposer(s) is expected to respond to City requests within one week of the request confirming availability. The proposer(s) must adhere to the grant schedule listed in the grant details, including the application deadline and post grant reward requirements, such as reporting and training. Further details on project schedule will be provided per grant writing request.

H. Insurance

The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Section 5.0 of Exhibit A which is attached hereto and incorporated by reference herein. Any requests for reduction in the insurance amount shall be included in the proposal. **The cost of such insurance shall be included in the consultant's proposal.**

I. Consultant Agreement

The City's standard consultant services agreement is attached as Exhibit A. Please identify if your firm would have any issues with the provisions of the City's standard consulting services agreement. All requests for amendments to language in the agreement **must** be included in the proposal.

EVALUATION CRITERIA

Proposals will be evaluated on the basis of the following criteria:

- Demonstrated Success of grant applications for previous clients
- Qualifications and experience of key personnel and resources of the firm
- Work plan

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the course of the selection process.

Proposals will be reviewed and evaluated by the City of Fort Bragg and a recommendation for award of contract will be presented to the Fort Bragg City Council.

OTHER CONSIDERATIONS

The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Fort Bragg reserves the right to negotiate with any qualified source or to cancel, in part of or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

RFP SCHEDULE

RFP Release	February 14, 2023
Deadline for Written Questions	March 03, 2023
Proposals Due	March 10, 2023
Interviews (as needed)	March 15, 2023
Selection	March 27, 2023

QUESTIONS

Questions should be directed to:

Chantell O'Neal
Assistant Director; Engineering
City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437
(707) 961-2823 ext. 133
Email: coneal@fortbragg.com

ATTACHMENTS

Exhibit A – City's standard Professional Services Agreement

City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 23-018

Agenda Date: 2/13/2023 **Version:** 1 **Status:** Passed

In Control: City Council **File Type:** Resolution

Agenda Number: 5B.

Adopt City Council Resolution Adding Administrative Assistant (Confidential) and Manager-Special Projects (Mid-Management) Classifications, Establishing a City of Fort Bragg Master Salary Rate Plan, and Confirming the Pay Rate/Ranges for City of Fort Bragg Classifications

This Resolution authorizes the Administrative Assistant (Confidential) and Manager-Special Projects classifications and establishes the City of Fort Bragg Master Salary Rate Compensation Plan for all established City of Fort Bragg classifications.

RESOLUTION NO. ___*-2023*

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING THE CREATION OF THE ADMINISTRATIVE ASSISTANT - CONFIDENTIAL AND MANAGER - SPECIAL PROJECTS CLASSIFICATIONS; ESTABLISHING SALARY RATE COMPENSATION PLAN; AND CONFIRMING ALL CITY OF FORT BRAGG ESTABLISHED CLASSIFICATIONS

WHEREAS, the City has experienced significant workload challenges, particularly in the more routine administrative work involved in operating a municipality in California**;** and

WHEREAS, the City conducted a recruitment in December 2022 for the Planning Technician position to backfill the Administrative Assistant – Community Development classification vacated by an internal employee's recent promotion to Assistant Planner; and

WHEREAS, the City wishes to replace the Planning Technician position with a newly created classification of Administrative Assistant – Confidential to facilitate the organization's need to have greater flexibility in utilizing administrative resources, resulting in a net zero impact on the budget and employee headcount; and

WHEREAS, the City wishes to keep the Planning Technician classification on the Master Salary Schedule, Exhibit A, for possible future use; and

WHEREAS, the City desires to remove position classification barriers that prevent administrative personnel being able to assist other City departments outside of their respective assigned primary department thereby providing greater flexibility in utilizing administrative staff by establishing the Administrative Assistant – Confidential classification, a full-time, non-exempt, position that is part of the Confidential/Non-Bargaining employee group; and

WHEREAS, the City desires to provide opportunities for administrative staff to have exposure to other departments outside of their assigned department to increase cross-training opportunities, and better utilize administrative staff resources; and

WHEREAS, the nature of the administrative tasks in Human Resources-Administrative Services department involves labor negotiations and grievances, and requires the City to have an Administrative Assistant classification to be designated as "Confidential;" and

WHEREAS, the City has received multiple grants which will require significant project management; and

WHEREAS, to ensure compliance with requirements associated with the grants, the City wishes to establish the Manager-Special Projects, an exempt, Mid-Management, non-bargaining classification, where the incumbent would be responsible for the project management of the aforementioned grants; and

WHEREAS, the Fort Bragg City Council approves all salary schedules, which include classification titles and compensation rates as reflected in Exhibit A; and

WHEREAS, the establishment of this Resolution meets the requirements of 2 CCR Section 570.5 as confirmed by the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the newly created Administrative Assistant - Confidential classification and Manager - Special Projects classification must be approved as part of the City's Master Salary schedule; and

WHEREAS, CalPERS requires the City to have a publicly adopted and posted salary schedule; and

WHEREAS, the full salary schedule is available on the City's website; and

WHEREAS, based on all the evidence presented, the City Council finds as follows:

1. Establishing the Administrative Assistant – Confidential classification is a full-time, non-exempt position that would provide potential administrative relief for the Human Resources division within the Administrative Services Department, thereby providing fully inclusive and effective utilization of the City's administrative personnel; and
2. Establishing the Manager - Special Projects classification, an exempt, Mid-Management, non-bargaining position, would provide focused project management of grants, ensuring the City is in compliance with the requirements of the grants received; and
3. Confirming the Master Salary Rate Compensation Plan for the newly created Administrative Assistant – Confidential and Manager – Special Projects classifications and confirming all City of Fort Bragg established classifications as identified in Exhibit A attached hereto effective February 13, 2023 would allow the City to be compliant with the requirement of 2 CCR Section 570.5 California Public Employees' Retirement System (CalPERS).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby authorize the establishment of the Administrative Assistant – Confidential and Manager - Special Projects positions and confirm the City's Master Salary Schedule as outlined in Exhibit A.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13th day of February, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

_____
BERNIE NORVELL
Mayor

ATTEST:

_____
June Lemos, MMC
City Clerk

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 02.13.2023 Add Administrative Assistant - Confidential and Manager-Special Projects classifications

	Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Analyst (Confidential; Non-Bargaining)					
Hourly	26.71	28.05	29.45	30.92	32.47
Bi-Weekly	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly	4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
Administrative Analyst - Police (Confidential; Non-Bargaining)					
Hourly	26.71	28.05	29.45	30.92	32.47
Bi-Weekly	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly	4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
Administrative Assistant - Administration (FBEO)					
Hourly	24.62	25.85	27.14	28.50	29.93
Bi-Weekly	1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
Administrative Assistant - Community Development (FBEO)					
Hourly	24.62	25.85	27.14	28.50	29.93
Bi-Weekly	1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
Administrative Assistant - Confidential (Confidential; Non-Bargaining)					
Hourly	24.62	25.85	27.14	28.50	29.93
Bi-Weekly	1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
Administrative Assistant - Police (FBEO)					
Hourly	24.62	25.85	27.14	28.50	29.93
Bi-Weekly	1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)					
Hourly	36.44	38.26	40.17	42.18	44.29
Bi-Weekly	2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly	6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual	75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
Assistant City Engineer (FBEO)					
Hourly	33.24	34.90	36.65	38.48	40.40
Bi-Weekly	2,659.20	2,792.00	2,932.00	3,078.40	3,232.00
Monthly	5,761.60	6,049.33	6,352.67	6,669.87	7,002.67
Annual	69,139.20	72,592.00	76,232.00	80,038.40	84,032.00

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 02.13.2023 Add Administrative Assistant - Confidential and Manager-Special Projects classifications

	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant City Manager (Executive; At-Will)					
Hourly	49.29	51.75	54.34	57.06	59.91
Bi-Weekly	3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly	8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual	102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
Assistant Finance Director (Mid-Management; Non-Bargaining)					
Hourly	39.42	41.39	43.46	45.63	47.91
Bi-Weekly	3,153.60	3,311.20	3,476.80	3,650.40	3,832.80
Monthly	6,832.80	7,174.27	7,533.07	7,909.20	8,304.40
Annual	81,993.60	86,091.20	90,396.80	94,910.40	99,652.80
Assistant Planner (FBEO)					
Hourly	31.67	33.25	34.91	36.66	38.49
Bi-Weekly	2,533.60	2,660.00	2,792.80	2,932.80	3,079.20
Monthly	5,489.47	5,763.33	6,051.07	6,354.40	6,671.60
Annual	65,873.60	69,160.00	72,612.80	76,252.80	80,059.20
Associate Planner (FBEO)					
Hourly	32.79	34.43	36.15	37.96	39.86
Bi-Weekly	2,623.20	2,754.40	2,892.00	3,036.80	3,188.80
Monthly	5,683.60	5,967.87	6,266.00	6,579.73	6,909.07
Annual	68,203.20	71,614.40	75,192.00	78,956.80	82,908.80
City Clerk (Mid-Management; Non-Bargaining)					
Hourly	36.44	38.26	40.17	42.18	44.29
Bi-Weekly	2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly	6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual	75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
City Councilmember (Elected)					
Hourly					
Bi-Weekly	235.38				
Monthly	510.00				
Annual	6,120.00	Plus $100/mo for Special District Meeting			
City Manager (Executive; At Will; Contract)					
Hourly	76.30				
Bi-Weekly	6,104.12				
Monthly	13,225.58				
Annual	158,707.00				
City Manager (Temporary Executive; At Will)					
Hourly	76.30				

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 02.13.2023 Add Administrative Assistant - Confidential and Manager-Special Projects classifications

				Step 1	Step 2	Step 3	Step 4	Step 5
Code Enforcement Officer (FBEO)								
Hourly				31.67	33.25	34.91	36.66	38.49
Bi-Weekly				2,533.60	2,660.00	2,792.80	2,932.80	3,079.20
Monthly				5,489.47	5,763.33	6,051.07	6,354.40	6,671.60
Annual				65,873.60	69,160.00	72,612.80	76,252.80	80,059.20
Community Services Officer (FBPA)								
Hourly				22.06	23.16	24.32	25.54	26.82
Bi-Weekly				1,764.80	1,852.80	1,945.60	2,043.20	2,145.60
Monthly				3,823.73	4,014.40	4,215.47	4,426.93	4,648.80
Annual				45,884.80	48,172.80	50,585.60	53,123.20	55,785.60
Construction Project Manager (Mid-Management; Non-Bargaining)								
Hourly				42.39	44.51	46.74	49.08	51.53
Bi-Weekly				3,391.20	3,560.80	3,739.20	3,926.40	4,122.40
Monthly				7,347.60	7,715.07	8,101.60	8,507.20	8,931.87
Annual				88,171.20	92,580.80	97,219.20	102,086.40	107,182.40
Construction Project Manager (Temporary, Part-time, At-Will)								
				42.39	44.51	46.74	49.08	51.53
Director - Community Development Department (Executive; At Will)								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
Director - Finance/City Treasurer (Executive; At-Will)								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
Director of Public Works (Executive; At Will)								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
Engineering Technician (FBEO)								
Hourly				30.15	31.66	33.24	34.90	36.65
Bi-Weekly				2,412.00	2,532.80	2,659.20	2,792.00	2,932.00
Monthly				5,226.00	5,487.73	5,761.60	6,049.33	6,352.67
Annual				62,712.00	65,852.80	69,139.20	72,592.00	76,232.00

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 02.13.2023 Add Administrative Assistant - Confidential and Manager-Special Projects classifications

	Step 1	Step 2	Step 3	Step 4	Step 5
Environmental Compliance Coordinator (FBEO)					
Hourly	34.87	36.61	38.44	40.36	42.38
Bi-Weekly	2,789.60	2,928.80	3,075.20	3,228.80	3,390.40
Monthly	6,044.13	6,345.73	6,662.93	6,995.73	7,345.87
Annual	72,529.60	76,148.80	79,955.20	83,948.80	88,150.40
Finance Technician I (FBEO)					
Hourly	22.19	23.30	24.47	25.69	26.97
Bi-Weekly	1,775.20	1,864.00	1,957.60	2,055.20	2,157.60
Monthly	3,846.27	4,038.67	4,241.47	4,452.93	4,674.80
Annual	46,155.20	48,464.00	50,897.60	53,435.20	56,097.60
Finance Technician II (FBEO)					
Hourly	24.47	25.69	26.97	28.32	29.74
Bi-Weekly	1,957.60	2,055.20	2,157.60	2,265.60	2,379.20
Monthly	4,241.47	4,452.93	4,674.80	4,908.80	5,154.93
Annual	50,897.60	53,435.20	56,097.60	58,905.60	61,859.20
Finance Technician III (FBEO)					
Hourly	26.97	28.32	29.74	31.23	32.79
Bi-Weekly	2,157.60	2,265.60	2,379.20	2,498.40	2,623.20
Monthly	4,674.80	4,908.80	5,154.93	5,413.20	5,683.60
Annual	56,097.60	58,905.60	61,859.20	64,958.40	68,203.20
Government Accountant I (FBEO)					
Hourly	29.73	31.22	32.78	34.42	36.14
Bi-Weekly	2,378.40	2,497.60	2,622.40	2,753.60	2,891.20
Monthly	5,153.20	5,411.47	5,681.87	5,966.13	6,264.27
Annual	61,838.40	64,937.60	68,182.40	71,593.60	75,171.20
Government Accountant (Part-Time, Regular less than 20 hours weekly)					
Hourly	29.73	31.22	32.78	34.42	36.14
Bi-Weekly	1,189.20	1,248.80	1,311.20	1,376.80	1,445.60
Monthly	2,576.60	2,705.73	2,840.93	2,983.07	3,132.13
Annual	30,919.20	32,468.80	34,091.20	35,796.80	37,585.60
Grants Coordinator (FBEO)					
Hourly	29.73	31.22	32.78	34.42	36.14
Bi-Weekly	2,378.40	2,497.60	2,622.40	2,753.60	2,891.20
Monthly	5,153.20	5,411.47	5,681.87	5,966.13	6,264.27
Annual	61,838.40	64,937.60	68,182.40	71,593.60	75,171.20
Housing and Economic Development Coordinator (Confidential; Non-Bargaining)					
Hourly	33.25	34.91	36.66	38.49	40.41
Bi-Weekly	2,660.00	2,792.80	2,932.80	3,079.20	3,232.80
Monthly	5,763.33	6,051.07	6,354.40	6,671.60	7,004.40
Annual	69,160.00	72,612.80	76,252.80	80,059.20	84,052.80

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 02.13.2023 Add Administrative Assistant - Confidential and Manager-Special Projects classifications

				Step 1	Step 2	Step 3	Step 4	Step 5
Human Resources Analyst (Confidential; Non-Bargaining)								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
Intern (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				18.00				
Laborer-Public Works (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				21.00				
Laborer-Water/Wastewater (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				21.00				
Maintenance Worker I - Janitor (FBEO)								
Hourly				20.80	21.84	22.93	24.08	25.28
Bi-Weekly				1664.00	1747.20	1834.40	1926.40	2022.40
Monthly				3,605.33	3,785.60	3,974.53	4,173.87	4,381.87
Annual				43,264.00	45,427.20	47,694.40	50,086.40	52,582.40
Maintenance Worker II (FBEO)								
Hourly				23.64	24.82	26.06	27.36	28.73
Bi-Weekly				1,891.20	1,985.60	2,084.80	2,188.80	2,298.40
Monthly				4,097.60	4,302.13	4,517.07	4,742.40	4,979.87
Annual				49,171.20	51,625.60	54,204.80	56,908.80	59,758.40
Maintenance Worker III (FBEO)								
Hourly				24.82	26.06	27.36	28.73	30.17
Bi-Weekly				1,985.60	2,084.80	2,188.80	2,298.40	2,413.60
Monthly				4,302.13	4,517.07	4,742.40	4,979.87	5,229.47
Annual				51,625.60	54,204.80	56,908.80	59,758.40	62,753.60
Maintenance Worker IV (FBEO)								
Hourly				26.05	27.35	28.72	30.16	31.67
Bi-Weekly				2,084.00	2,188.00	2,297.60	2,412.80	2,533.60
Monthly				4,515.33	4,740.67	4,978.13	5,227.73	5,489.47
Annual				54,184.00	56,888.00	59,737.60	62,732.80	65,873.60
Maintenance Worker Lead (FBEO)								
Hourly				28.65	30.08	31.58	33.16	34.82
Bi-Weekly				2,292.00	2,406.40	2,526.40	2,652.80	2,785.60
Monthly				4,966.00	5,213.87	5,473.87	5,747.73	6,035.47
Annual				59,592.00	62,566.40	65,686.40	68,972.80	72,425.60

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 02.13.2023 Add Administrative Assistant - Confidential and Manager-Special Projects classifications

	Step 1	Step 2	Step 3	Step 4	Step 5
Manager-Special Projects (Mid-Management; Non-Bargaining)					
Hourly	36.44	38.26	40.17	42.18	44.29
Bi-Weekly	2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly	6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual	75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
Mechanic (FBEO)					
Hourly	26.71	28.05	29.45	30.92	32.47
Bi-Weekly	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly	4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
Office Assistant (Temporary Position)					
Hourly	20.00				
Operations Manager (Mid-Management; Non-Bargaining)					
Hourly	36.44	38.26	40.17	42.18	44.29
Bi-Weekly	2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly	6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual	75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
Operations Supervisor (FBEO)					
Hourly	34.87	36.61	38.44	40.36	42.38
Bi-Weekly	2,789.60	2,928.80	3,075.20	3,228.80	3,390.40
Monthly	6,044.13	6,345.73	6,662.93	6,995.73	7,345.87
Annual	72,529.60	76,148.80	79,955.20	83,948.80	88,150.40
Planning Technician (FBEO)					
Hourly	24.62	25.85	27.14	28.50	29.93
Bi-Weekly	1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly	4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual	51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
Police Captain (Mid-Management; Non-Bargaining)					
Hourly	55.55	58.33	61.25	64.31	67.53
Bi-Weekly	4,444.00	4,666.40	4,900.00	5,144.80	5,402.40
Monthly	9,628.67	10,110.53	10,616.67	11,147.07	11,705.20
Annual	115,544.00	121,326.40	127,400.00	133,764.80	140,462.40
Police Chief (Executive; At Will)					
Hourly	73.22	76.88	80.72	84.76	89.00
Bi-Weekly	5,373.60	6,150.40	6,457.60	6,780.80	7,120.00
Monthly	11,642.80	13,325.87	13,991.47	14,691.73	15,426.67
Annual	139,713.60	159,910.40	167,897.60	176,300.80	185,120.00

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 02.13.2023 Add Administrative Assistant - Confidential and Manager-Special Projects classifications

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant Intermediate POST (FBPA)					
Hourly	41.68	43.76	45.95	48.25	50.66
Bi-Weekly	3,334.40	3,500.80	3,676.00	3,860.00	4,052.80
Monthly	7,224.53	7,585.07	7,964.67	8,363.33	8,781.07
Annual	86,694.40	91,020.80	95,576.00	100,360.00	105,372.80
Police Sergeant Advance POST (FBPA)					
Hourly	44.07	46.27	48.58	51.01	53.56
Bi-Weekly	3,525.60	3,701.60	3,886.40	4,080.80	4,284.80
Monthly	7,638.80	8,020.13	8,420.53	8,841.73	9,283.73
Annual	91,665.60	96,241.60	101,046.40	106,100.80	111,404.80
Police Officer Basic POST (FBPA)					
Hourly	32.45	34.07	35.77	37.56	39.44
Bi-Weekly	2,596.00	2,725.60	2,861.60	3,004.80	3,155.20
Monthly	5,624.67	5,905.47	6,200.13	6,510.40	6,836.27
Annual	67,496.00	70,865.60	74,401.60	78,124.80	82,035.20
Police Officer Intermediate POST (FBPA)					
Hourly	34.07	35.77	37.56	39.44	41.41
Bi-Weekly	2,725.60	2,861.60	3,004.80	3,155.20	3,312.80
Monthly	5,905.47	6,200.13	6,510.40	6,836.27	7,177.73
Annual	70,865.60	74,401.60	78,124.80	82,035.20	86,132.80
Police Officer Advance POST (FBPA)					
Hourly	35.74	37.53	39.41	41.38	43.45
Bi-Weekly	2,859.20	3,002.40	3,152.80	3,310.40	3,476.00
Monthly	6,194.93	6,505.20	6,831.07	7,172.53	7,531.33
Annual	74,339.20	78,062.40	81,972.80	86,070.40	90,376.00
Police Recruit (1040 hours; FBPA)					
Hourly	27.88				
Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)					
Hourly	18.00				
Public Works Administrative Analyst (FBEO)					
Hourly	26.71	28.05	29.45	30.92	32.47
Bi -Weekly	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly	4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)					
Hourly	18.00				
Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)					
Hourly	18.00				

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 02.13.2023 Add Administrative Assistant - Confidential and Manager-Special Projects classifications

				Step 1	Step 2	Step 3	Step 4	Step 5
Social Services Liaison-Crisis Worker (Non-Bargaining, Grant-Funded Position)								
Hourly				25.00				
Bi-Weekly				2,000.00				
Monthly				4,333.33				
Annual				52,000.00				
Special Investigator Basic POST (FBPA)								
Hourly				34.07	35.77	37.56	39.44	41.41
Bi-Weekly				2,725.60	2,861.60	3,004.80	3,155.20	3,312.80
Monthly				5,905.47	6,200.13	6,510.40	6,836.27	7,177.73
Annual				70,865.60	74,401.60	78,124.80	82,035.20	86,132.80
Special Investigator Intermediate POST (FBPA)								
Hourly				35.77	37.56	39.44	41.41	43.48
Bi-Weekly				2,861.60	3,004.80	3,155.20	3,312.80	3,478.40
Monthly				6,200.13	6,510.40	6,836.27	7,177.73	7,536.53
Annual				74,401.60	78,124.80	82,035.20	86,132.80	90,438.40
Special Investigator Advanced POST (FBPA)								
Hourly				37.53	39.41	41.38	43.45	45.62
Bi-Weekly				3,002.40	3,152.80	3,310.40	3,476.00	3,649.60
Monthly				6,505.20	6,831.07	7,172.53	7,531.33	7,907.47
Annual				78,062.40	81,972.80	86,070.40	90,376.00	94,889.60
Systems Analyst - Lead (Mid-Management; Non-Bargaining)								
Hourly				36.44	38.26	40.17	42.18	44.29
Bi-Weekly				2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly				6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual				75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
Systems Analyst (Confidential; Non-Bargaining)								
Hourly				29.73	31.22	32.78	34.42	36.14
Bi-Weekly				2,378.40	2,497.60	2,622.40	2,753.60	2,891.20
Monthly				5,153.20	5,411.47	5,681.87	5,966.13	6,264.27
Annual				61,838.40	64,937.60	68,182.40	71,593.60	75,171.20
Systems Technician (FBEO)								
Hourly				22.81	23.95	25.15	26.41	27.73
Bi-Weekly				1,824.80	1,916.00	2,012.00	2,112.80	2,218.40
Monthly				3,953.73	4,151.33	4,359.33	4,577.73	4,806.53
Annual				47,444.80	49,816.00	52,312.00	54,932.80	57,678.40
Treatment Plant Operator-in-Training (FBEO)								
Hourly				20.27	21.28	22.34	23.46	24.63
Bi-Weekly				1,621.60	1,702.40	1,787.20	1,876.80	1,970.40
Monthly				3,513.47	3,688.53	3,872.27	4,066.40	4,269.20
Annual				42,161.60	44,262.40	46,467.20	48,796.80	51,230.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 02.13.2023 Add Administrative Assistant - Confidential and Manager-Special Projects classifications

				Step 1	Step 2	Step 3	Step 4	Step 5
Treatment Plant Operator I (FBEO)								
Hourly				25.16	26.42	27.74	29.13	30.59
Bi-Weekly				2,012.80	2,113.60	2,219.20	2,330.40	2,447.20
Monthly				4,361.07	4,579.47	4,808.27	5,049.20	5,302.27
Annual				52,332.80	54,953.60	57,699.20	60,590.40	63,627.20
Treatment Plant Operator II (FBEO)								
Hourly				26.43	27.75	29.14	30.60	32.13
Biweekly				2,114.40	2,220.00	2,331.20	2,448.00	2,570.40
Monthly				4,581.20	4,810.00	5,050.93	5,304.00	5,569.20
Annual				54,974.40	57,720.00	60,611.20	63,648.00	66,830.40
Treatment Plant Operator - Wastewater, Lead (FBEO)								
Hourly				30.39	31.91	33.51	35.19	36.95
Biweekly				2,431.20	2,552.80	2,680.80	2,815.20	2,956.00
Monthly				5,267.60	5,531.07	5,808.40	6,099.60	6,404.67
Annual				63,211.20	66,372.80	69,700.80	73,195.20	76,856.00
Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)								
Hourly				31.91	33.51	35.19	36.95	38.80
Biweekly				2,552.80	2,680.80	2,815.20	2,956.00	3,104.00
Monthly				5,531.07	5,808.40	6,099.60	6,404.67	6,725.33
Annual				66,372.80	69,700.80	73,195.20	76,856.00	80,704.00

From: Ducey, Peggy
To: Lemos, June
Subject: FW: Several Salary Schedule Errors
Date: Thursday, February 9, 2023 8:52:28 AM

---------- Forwarded message ---------
From: **Jacob Patterson** <jacob.patterson.esq@gmail.com>
Date: Wed, Feb 8, 2023 at 1:41 PM
Subject: Public Comment -- 2/12/2023 CC Mtg., Item No. 5B, Salary Schedule
To: <cityclerk@fortbragg.com>, Lemos, June <Jlemos@fortbragg.com>

City Council,

I noticed a few potential amendments that you might want to consider. Technically, staff has time to replace the existing Exhibit A with a revised one and you wouldn't need to explicitly make any amendments or pull it from the Consent Calendar that way...

First, the new entry for Manager -- Special Projects doesn't include the parenthetical "(Mid-Management; Non-Bargaining)" that is included in the other mid-management entries so it should be added for consistency prior to adoption.

I also noticed an error in the salary schedule relating to another mid-management classification. The (Public Works) Operations Manager shows slightly lower numbers than the other mid-management positions listed in their compensation resolution and it probably needs to be revised as well through corresponding amendments to match the other mid-management classifications, provided this is actually an error and he doesn't have a different pay range. (What happened to the Assistant to the City Manager and Senior Government Accountant, which disappeared?) I assume the listed rates for that position are the ranges prior to the latest COLA adjustment and an unintentional oversight but the City Clerk and Assistant Director -- Engineering Division were properly updated.

I think the agenda description is arguably broad enough to allow for minor corrections as part of "Confirming the Pay Rate/Ranges for City of Fort Bragg Classifications" but if the City Attorney advises otherwise, it would need to come back at the next meeting or the agenda description would need to be revised prior to 6 PM on Friday.

Regards,

--Jacob

City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 23-024

Agenda Date: 2/13/2023 **Version:** 1 **Status:** Passed

In Control: City Council **File Type:** Resolution

Agenda Number: 5C.

Adopt City Council Resolution Approving Amendment of Professional Services Agreement with Engineering Solutions Services, Inc. for Grant Writing Services and Authorizing City Manager to Execute Contract (Total Contract Amount Not To Exceed $24,900)

RESOLUTION NO. ____*-2023*

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING AMENDMENT OF PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING SOLUTIONS SERVICES, INC. FOR GRANT WRITING SERVICES AND AUTHORIZING CITY MANAGER TO EXECUTE AMENDMENT (TOTAL CONTRACT AMOUNT NOT TO EXCEED $24,900)

WHEREAS, on May 2, 2022, the City of Fort Bragg ("City") entered into a Professional Services Agreement ("Contract") in an amount not to exceed $12,500 with Engineering Solutions Services Inc. (ESS) ("Consultant") for grant writing services on a time and materials basis; and

WHEREAS, the Consultant has demonstrated a skillful expertise in grant writing and research services; and

WHEREAS, the Consultant recently introduced an open grant solicitation to staff City for a water reclamation feasibility study; and

WHEREAS, ESS provided the attached scope of work describing the additional services (Exhibit A); and

WHEREAS, the City desires to extend the length of the existing contract from April 27, 2023 to April 27, 2024; and

WHEREAS, the City desires to add funds in the amount of $12,400 to cover the grant writing services which changes the contract amount from $12,500 to $24,900; and

WHEREAS, per Fort Bragg Municipal Code Section 3.20.050, the City Manager's signing authority for change orders may not exceed 10% of the approved contract cost.

WHEREAS, funds in the amount of $750,000 were appropriated in the FY 2022/23 budget for design activities for water reclamation and sufficient funds are available for this contract; and

WHEREAS, based on all the evidence presented, the City Council finds as follows:

1. ESS is qualified to perform the grant writing services.
2. Account 651-6134-0310 for the design of the water reclamation project has sufficient funds to cover the contract amendment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve an Amendment to the Professional Services Agreement (Exhibit B) with Engineering Solutions Services, Inc. and Authorizes City Manager to Execute the Amendment (Total Contract Amount Not to Exceed $24,900).

The above and foregoing Resolution was introduced by Councilmember_____, seconded by Councilmember_____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13th day of February, 2023, by the following vote:

AYES: .
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT WITH
ENGINEERING SOLUTIONS SERVICES, INC.

THIS FIRST AMENDMENT is made and entered into this ____ day of February, 2023, by and between the CITY OF FORT BRAGG, a California municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437, hereinafter referred to as "City," and ENGINEERING SOLUTIONS SERVICES, INC., a California corporation, 23232 Peralta Drive, Suite 112, Laguna Hills, California 92653, hereinafter referred to as "Consultant."

WHEREAS, the City and Consultant entered into a Professional Services Agreement ("Contract") on May 2, 2022 to complete grant funding applications for the Water Enterprise, in the amount of $12,500.00; and

WHEREAS, the parties desire to amend the Contract to extend the Scope of Work, as set forth in Exhibit A attached hereto; and

WHEREAS, the cost of the additional work described in Exhibit A is $12,400.00, making the total sum of the project Not to Exceed $24,900.00; and

WHEREAS, there are still sufficient funds budgeted for these activities; and

WHEREAS, the time of completion of the project was initially set for April 27, 2023; and

WHEREAS, City and Consultant desire to amend the Contract to extend the time of completion to April 27, 2024 and the term of the contract to July 27, 2024.

NOW, THEREFORE, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for grant funding application services between the City and Consultant dated May 2, 2022, is hereby amended as follows:

1. **Scope of Work:**
   Paragraph 1.1 (Scope of Work) is hereby amended to include the additional work described in Exhibit A attached hereto and incorporated herein by reference.

2. **Compensation and Billing:**
   Paragraph 2.1 (Compensation) is hereby amended to state that total compensation shall not exceed **Twenty-four Thousand Nine Hundred Dollars ($24,900.00)**.

3. **Time of Performance:**
   Paragraph 3.1 (Commencement and Completion of Work) is hereby amended to extend the time of completion of the project to **April 27, 2024.**

4. **Term and Termination:**
   Paragraph 4.1 (Term) is hereby amended to extend the expiration date of the Contract to **July 27, 2024.**

5. Except as expressly amended herein, the Professional Services Agreement between the City and Consultant dated May 2, 2022, is hereby reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

CITY OF FORT BRAGG:

By:_____
Peggy Ducey
City Manager

CONSULTANT:

By:_____
Sudi Shoja
Principal/Owner

ATTEST:

_____
June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

_____
Keith F. Collins
City Attorney

Engineering Solutions Services

Mr. John Smith, PE
City Engineer
City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437

January 30, 2023

RE: Proposal to Provide Grant Writing

Dear John,

Thank you very much for the opportunity to submit this proposal to provide a funding analysis for City of Fort Bragg's projects and start the process to apply for the grants that the City would like to pursue. The proposed scope of work may include the below tasks based on City's direction:

1. Develop Funding Strategy:

- Review City's documents, upcoming and unfunded project list, discuss project status and priorities.
- Conduct funding research to identify grant resources including but not limited to federal, state, and local agencies, as well as private foundations that fund municipalities for opportunities that match a specific City project or program, City's strategic goals, legislative platform, or policy objectives. Also, provide a list of documents that will be required to qualify for various grants for City's consideration.
- Research any grant opportunities that may be identified by the City.
- Provide the City with a summary of potential funding opportunities relevant to its needs on monthly basis.

Upon completion of the above task, ESS will provide a cost estimate for the specific type of grant and project selected to pursue.

2. Technical Grant Writing Assistance:

- Prepare a list of items needed for each grant
- Grant submittal requires access to various portals need to be set up if the City does not have access to a certain portal.
- Develop timelines and checklists to ensure timely grant completion and submission.
- Compose grant proposals on behalf of the City as directed, including all technical sections, preparation of budget and schedule, preparation of exhibits such as graphs and schematics, drafting support letters and compiling demographic data and other necessary items for grant applications.

We have now secured over **$600 million** for our clients and appreciate the opportunity to do the same for the City.

Engineering Solutions Services

I will serve as the program manager for this contract, and I can be reached at (949)637-1405 or via email at Sudi@engineeringsolutionsservices.net. My project team and I look forward to working with you to develop a work plan that identifies grants that meet the short- and long-term needs for funding projects and answering any questions you may have about our proposal.

Sincerely,

S. Shoja

Sudi Shoja, PE
Principal

Engineering Solutions Services	
Employee	**Hourly Rate**
Project Manager	$185
Grant Writer	$175
Project Engineer/ Grant Analyst	$160
CADD Operator/Grant Support	$150
Clerical	$ 78
Technical Experts	$205
Reimbursable	**Cost**
Reproduction	Cost
Courier Service	Cost

City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 23-025

Agenda Date: 2/13/2023 **Version:** 1 **Status:** Passed

In Control: City Council **File Type:** Resolution

Agenda Number: 5D.

Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

RESOLUTION NO. ____*-2023*

RESOLUTION OF THE FORT BRAGG CITY COUNCIL MAKING THE LEGALLY REQUIRED FINDINGS TO CONTINUE TO AUTHORIZE THE CONDUCT OF REMOTE "TELEPHONIC" MEETINGS DURING THE STATE OF EMERGENCY

WHEREAS, on March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency**;** and

WHEREAS, on September 17, 2021, Governor Newsom signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 added subsection (e) to Gov. Code Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings; and

WHEREAS, as of January 27, 2023, the COVID-19 pandemic has killed more than 102,000 Californians; and

WHEREAS, social distancing measures decrease the chance of spread of COVID-19; and

WHEREAS, this legislative body previously adopted a resolution to authorize this legislative body to conduct remote "telephonic" meetings; and

WHEREAS, Government Code 54953(e)(3) authorizes this legislative body to continue to conduct remote "telephonic" meetings provided that it has timely made the findings specified therein;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Fort Bragg as follows:

1. This legislative body declares that it has reconsidered the circumstances of the state of emergency declared by the Governor and at least one of the following is true: (a) the state of emergency continues to directly impact the ability of the members of this legislative body to meet safely in person; and/or (2) state or local officials continue to impose or recommend measures to promote social distancing.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13th day of February, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

From: Ducey, Peggy
To: Lemos, June
Subject: FW: Public Comment -- 2/13/2023 CC mtg., Item Nos. 5D & 5E
Date: Thursday, February 9, 2023 8:51:19 AM
Attachments: RESO Rescinding Local Emergency.pdf

From: Jacob Patterson <jacob.patterson.esq@gmail.com>
Sent: Wednesday, February 8, 2023 1:08 PM
To: Lemos, June <jlemos@fortbragg.com>; City Clerk <cityclerk@fortbragg.com>
Subject: Public Comment -- 2/13/2023 CC mtg., Item Nos. 5D & 5E

City Council,

Please see the attached alternative resolution, also prepared by City staff, that should have been included on this agenda instead of the one you are being asked to adopt in Item No. 5E. The simple fact that the City prepared both resolutions--one to continue and one to terminate the local emergency--demonstrates that the City doesn't actually have a valid basis of reasonable justification for continuing to declare a local emergency. .

Declared emergencies grant unusual powers to the local government that serve to impinge on the rights of members of the public and which excuse the City from complying with some usual procedural requirements. It also grants the City Manager special authorization to do things without prior approval from the City Council and limits public review and transparency over some of those actions.

We are also only weeks away from losing our ability to continue to hold remote meetings (concerning Councilmember participation only, remote participation by members of the public in hybrid-meetings can continue) when the Governor's Covid-emergency expires in a few weeks so this is a confusing proposal as a practical matter...

Regards,

--Jacob

City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 23-026

Agenda Date: 2/13/2023 **Version:** 1 **Status:** Passed

In Control: City Council **File Type:** Resolution

Agenda Number: 5E.

Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

RESOLUTION NO. ____*-2023*

RESOLUTION OF THE FORT BRAGG CITY COUNCIL CONFIRMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY IN THE CITY OF FORT BRAGG

WHEREAS, California Government Code section 8630 empowers the Fort Bragg City Council to proclaim the existence of a local emergency when the City is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City; and

WHEREAS, California Government Code section 8558(c) states that a "local emergency" means the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city; and

WHEREAS, COVID-19, a novel coronavirus causing infectious disease, was first detected in China in December 2019 and has spread across the world and to the United States. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the Governor of the State of California and the Public Health Officer of the County of Mendocino have both issued Shelter-in-Place orders to combat the spread of COVID-19; and

WHEREAS, on March 17, 2020 the City Manager, as the City's Director of Emergency Services, issued Proclamation No. CM-2020-01 declaring a local emergency as authorized by Government Code section 8630 and Fort Bragg Municipal Code section 2.24.040(B); and

WHEREAS, at a special meeting on March 24, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4242-2020, ratifying the City Manager's Proclamation declaring the existence of a local emergency; and

WHEREAS, at a special meeting on April 6, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4245-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on April 20, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4247-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 11, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4250-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 26, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4253-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 8, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4266-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 22, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4270-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 13, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4284-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 27, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4289-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on August 10, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4294-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on August 31, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4300-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on September 21, 2020, the City Council of the City of Fort Bragg adopted Resolution 4304-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 13, 2020, the City Council of the City of Fort Bragg adopted Resolution 4317-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 26, 2020, the City Council of the City of Fort Bragg adopted Resolution 4319-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 9, 2020, the City Council of the City of Fort Bragg adopted Resolution 4323-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 23, 2020, the City Council of the City of Fort Bragg adopted Resolution 4329-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on December 14, 2020, the City Council of the City of Fort Bragg adopted Resolution 4333-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on December 22, 2020, the City Council of the City of Fort Bragg adopted Resolution 4340-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 11, 2021, the City Council of the City of Fort Bragg adopted Resolution 4343-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 25, 2021, the City Council of the City of Fort Bragg adopted Resolution 4347-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on February 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4351-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on February 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4358-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on March 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4363-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on March 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4366-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on April 12, 2021, the City Council of the City of Fort Bragg adopted Resolution 4376-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on April 26, 2021, the City Council of the City of Fort Bragg adopted Resolution 4381-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 10, 2021, the City Council of the City of Fort Bragg adopted Resolution 4385-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 24, 2021, the City Council of the City of Fort Bragg adopted Resolution 4391-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 14, 2021, the City Council of the City of Fort Bragg adopted Resolution 4396-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 28, 2021, the City Council of the City of Fort Bragg adopted Resolution 4405-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 12, 2021, the City Council of the City of Fort Bragg adopted Resolution 4418-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 26, 2021, the City Council of the City of Fort Bragg adopted Resolution 4422-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on August 9, 2021, the City Council of the City of Fort Bragg adopted Resolution 4427-2021 by which it continued the local emergency; and

WHEREAS, at a special meeting on August 30, 2021, the City Council of the City of Fort Bragg adopted Resolution 4434-2021 by which it continued the local emergency; and

WHEREAS, at a special meeting on September 20, 2021, the City Council of the City of Fort Bragg adopted Resolution 4447-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 12, 2021, the City Council of the City of Fort Bragg adopted Resolution 4451-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 25, 2021, the City Council of the City of Fort Bragg adopted Resolution 4460-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4463-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4473-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on December 13, 2021, the City Council of the City of Fort Bragg adopted Resolution 4480-2021 by which it continued the local emergency; and

WHEREAS, at a special meeting on December 27, 2021, the City Council of the City of Fort Bragg adopted Resolution 4491-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 10, 2022, the City Council of the City of Fort Bragg adopted Resolution 4497-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 24, 2022, the City Council of the City of Fort Bragg adopted Resolution 4504-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on February 14, 2022, the City Council of the City of Fort Bragg adopted Resolution 4509-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on February 28, 2022, the City Council of the City of Fort Bragg adopted Resolution 4513-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on March 14, 2022, the City Council of the City of Fort Bragg adopted Resolution 4518-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on March 28, 2022, the City Council of the City of Fort Bragg adopted Resolution 4525-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on April 11, 2022, the City Council of the City of Fort Bragg adopted Resolution 4529-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on April 25, 2022, the City Council of the City of Fort Bragg adopted Resolution 4535-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 9, 2022, the City Council of the City of Fort Bragg adopted Resolution 4540-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 23, 2022, the City Council of the City of Fort Bragg adopted Resolution 4543-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 13, 2022, the City Council of the City of Fort Bragg adopted Resolution 4553-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 27, 2022, the City Council of the City of Fort Bragg adopted Resolution 4557-2022 by which it continued the local emergency; and

WHEREAS, at a special meeting on July 18, 2022, the City Council of the City of Fort Bragg adopted Resolution 4565-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on August 8, 2022, the City Council of the City of Fort Bragg adopted Resolution 4575-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on September 12, 2022, the City Council of the City of Fort Bragg adopted Resolution 4591-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on September 26, 2022, the City Council of the City of Fort Bragg adopted Resolution 4600-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 11, 2022, the City Council of the City of Fort Bragg adopted Resolution 4608-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 24, 2022, the City Council of the City of Fort Bragg adopted Resolution 4612-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 14, 2022, the City Council of the City of Fort Bragg adopted Resolution 4623-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 28, 2022, the City Council of the City of Fort Bragg adopted Resolution 4631-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on December 12, 2022, the City Council of the City of Fort Bragg adopted Resolution 4637-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 9, 2023 the City Council of the City of Fort Bragg adopted Resolution 4643-2023 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 23, 2023 the City Council of the City of Fort Bragg adopted Resolution 4649-2023 by which it continued the local emergency;

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the City Council of the City of Fort Bragg that for reasons set forth herein, said local emergency shall be deemed to continue to exist until the City Council of the City of Fort Bragg, State of California, proclaims its termination; and

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg will review the need for continuing the local emergency at least once every 21 days until the City Council terminates the local emergency; and

BE IT FURTHER RESOLVED that this resolution confirming the continued existence of a local emergency shall be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, as well as the Mendocino County Office of Emergency Services.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13th day of February, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

_____
BERNIE NORVELL
Mayor

ATTEST:

_____
June Lemos, MMC
City Clerk

From:	Ducey, Peggy
To:	Lemos, June
Subject:	FW: Public Comment -- 2/13/2023 CC mtg., Item Nos. 5D & 5E
Date:	Thursday, February 9, 2023 8:51:19 AM
Attachments:	RESO Rescinding Local Emergency.pdf

From: Jacob Patterson <jacob.patterson.esq@gmail.com>
Sent: Wednesday, February 8, 2023 1:08 PM
To: Lemos, June <jlemos@fortbragg.com>; City Clerk <cityclerk@fortbragg.com>
Subject: Public Comment -- 2/13/2023 CC mtg., Item Nos. 5D & 5E

City Council,

Please see the attached alternative resolution, also prepared by City staff, that should have been included on this agenda instead of the one you are being asked to adopt in Item No. 5E. The simple fact that the City prepared both resolutions--one to continue and one to terminate the local emergency--demonstrates that the City doesn't actually have a valid basis of reasonable justification for continuing to declare a local emergency. .

Declared emergencies grant unusual powers to the local government that serve to impinge on the rights of members of the public and which excuse the City from complying with some usual procedural requirements. It also grants the City Manager special authorization to do things without prior approval from the City Council and limits public review and transparency over some of those actions.

We are also only weeks away from losing our ability to continue to hold remote meetings (concerning Councilmember participation only, remote participation by members of the public in hybrid-meetings can continue) when the Governor's Covid-emergency expires in a few weeks so this is a confusing proposal as a practical matter...

Regards,

--Jacob

City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 23-028

Agenda Date: 2/13/2023 **Version:** 1 **Status:** Filed

In Control: City Council **File Type:** Certificate of Completion

Agenda Number: 5F.

Accept Certificate of Completion for School Zone Radar Speed Sign Replacement Project and Direct City Clerk to File Notice of Completion

The School Zone Radar Speed Sign Replacement Project included the removal and replacement of seven (7) radar signs in the school zone between Redwood Elementary and Fort Bragg High School. The initial and final Construction contract cost was $49,837.00, as there were no contract change orders.

Following acceptance of the Certificate of Completion by the City Council, the City Clerk will file a Notice of Completion with the Mendocino County Recorder.

CITY OF FORT BRAGG
Incorporated August 5, 1889
416 N. Franklin Street, Fort Bragg, CA 95437
Phone: (707) 961-2823 Fax: (707) 961-2802
www.FortBragg.com

CERTIFICATE OF COMPLETION

All items of work and the provisions of the contract executed with Fort Bragg Electric, Inc., for labor, materials, equipment, and supervision for the School Zone Radar Speed Sign Replacement Project, as shown in the Plans and Specifications dated August 1, 2023, have been completed.

This project as described above was awarded by the Fort Bragg City Council by resolution at their meeting of September 12, 2022.

It is recommended that the completed project be accepted by the City Council.

Chantell Oneal
Chantell O'Neal
Assistant Director; Engineering

DATED: February 13, 2023.

EXHIBIT "A"

RECORDING REQUESTED BY:

City of Fort Bragg

AND WHEN RECORDED, RETURN TO:

City of Fort Bragg
416 North Franklin Street
Fort Bragg, California 95437
Attention: June Lemos, MMC, City Clerk

The City is exempt from recordation fees per Government Code §27383.

NOTICE OF COMPLETION

1. The undersigned is the duly authorized agent of the owner, City of Fort Bragg.

2. The full name of the owner is City of Fort Bragg, a municipal corporation.

3. The nature of the interest of the owner is a fee interest.

4. This project was constructed in accordance with the Construction Agreement entitled **Speed Radar Signs Replacement Project** dated September 13, 2022.

5. The name of the contractor of the improvement work is **Fort Bragg Electric, Inc.,** a California Corporation, P.O. Box 1578, Fort Bragg, California 95437. The contract was awarded to this firm on September 12, 2022, pursuant to Resolution 4587-2022 by the Fort Bragg City Council.

6. The address of the owner is City of Fort Bragg, 416 North Franklin Street, Fort Bragg, California 95437.

7. On February 13, 2023, Chantell O'Neal, Assistant Director, Engineering, executed a Certificate of Completion for the above-referenced project indicating that this project was completed as of that date. See Certificate of Completion attached hereto as Exhibit A.

State of California)

County of Mendocino)

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

City Council Approval

_____
(Date)

CITY OF FORT BRAGG

By: _____
June Lemos, MMC
City Clerk

PROOF OF SERVICE BY MAIL
(Code of Civil Procedure Sections 1013a, 2015.5)

I am over the age of 18 years, employed in the County of Mendocino, and not a party to the within action; my business address is Fort Bragg City Hall, 416 North Franklin Street, Fort Bragg, California 95437.

On February ____, 2023, I served the attached document by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully prepaid, via Certified Mail, Return Receipt Requested, in the United States mail at Fort Bragg, California addressed as follows:

Fort Bragg Electric, Inc.
P.O. Box 1578
Fort Bragg, CA 95437

Executed on February ___, 2023, at Fort Bragg, Mendocino County, California.

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

ATTEST:

_____

June Lemos, MMC
City Clerk

City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 23-021

Agenda Date: 2/13/2023 **Version:** 1 **Status:** Filed

In Control: City Council **File Type:** Report

Agenda Number: 5G.

Accept the Revised Public Comments Policy
The City Council considered the proposed Public Comments Policy at its meeting of January 23, 2023 and directed staff to make a number of changes. This revised Public Comments Policy incorporates those changes plus two other updates that clarify the policy, shown in the redline copy attached.

	City of Fort Bragg **Administrative Regulation No. _____**

PUBLIC COMMENTS

I. OBJECTIVE

The objective of this Administrative Regulation aims to establish policies and procedures for receiving and distributing public comments in a consistent manner and style.

II. PROCEDURES

Verbal Comments

1. The public can speak about anything within the jurisdiction of the City Council and Planning Commission, but the legislative body generally cannot act on or discuss an item that is not on the agenda, pursuant to the Ralph M. Brown Act.
2. The public members who wish to address the City Council or Planning Commission on the non-agenda, consent calendar, closed session, public hearing, or conduct of business items may do so when the Mayor calls for public comments at the meeting.
3. For hybrid meetings where the Zoom platform will be used, the public can use the "raise hand" feature to notify staff that they would like to make a public comment during designated public comment times. The speaker will need to provide a name in the Zoom application to allow the City Clerk to identify them.
4. All speakers before the City Council and Planning Commission shall approach the public microphone and wait to be recognized by the Mayor/Acting Mayor or the Planning Commission Chair/Acting Chair. A member of the public is not required to provide his or her name prior to addressing the Council (Government Code §54953.3).
5. Questions to staff from the public and staff responses should be directed through the Mayor or Chair.
6. To encourage and respect the expression of all views, meeting rules prohibit clapping, booing, shouts of approval or disagreement, or other disruptive audience participation.
7. The audience is requested to be seated in the Council Chambers. Obstructing aisles is prohibited, unless they are in queue to provide a verbal comment at the podium.
8. In accordance with the Brown Act [Government Code section 54954.3, subdivision (b)], reasonable regulations may be adopted limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. Depending upon the extent of the agenda, and the number of persons desiring to speak on an issue, the Presiding Officer may, at the beginning of the hearing, limit testimony.
9. All verbal and written comments should conform to the City's adopted Rules of Civility (Attachment A).
10. All verbal comments will be limited to one per agenda item.

Written Comments

1. The public can provide written comments for any public meeting on a specific agenda item. Written comments should include the agenda item topic, number, and date of the meeting.
2. Written comments for Council meetings may be submitted to the City Clerk, by mail to 416 N. Franklin Street, Fort Bragg, CA 95437, or emailed to cityclerk@fortbragg.com or to the attention of the current City Clerk at the email address noted on the agenda. Written comments for Planning Commission meetings may be submitted by email to cdd@fortbragg.com.
3. Written comments are recommended to be submitted by 2 pm on the day of the public meeting so that the deciding body has time to review them.
4. Written comments submitted by 2 pm on the day of the public meeting will be added to the agenda packet and republished after 2 pm on the day of the meeting. Documents over 20 megabytes, or which have imbedded items or other complexities will not be published with the agenda. Hard copies will be available for review at City Hall prior to the meeting and at Town Hall during the meeting.
5. All communications shall be deemed received without any formal action by the hearing body.
6. All written comments will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible, except those written comments that are in an unrecognized file type or too large to be uploaded to the City's agenda software application.
7. Upon receipt, written comments will be distributed to the appropriate Board, City Council, or Planning Commission members. Additionally, a printed copy of the comments will be placed with a hard copy of the meeting agenda in City Hall for public review.
8. All writings or documents, including but not limited to emails and attachments to emails, submitted to the City regarding any item(s) listed or not listed on this agenda are public records.
9. While written comments become part of the record, they will not be read aloud at the meeting.

III. RESPONSIBILITY

1. The Community Development Department Administrative Assistant, or his/her designee, is responsible for forwarding written comments to the Planning Commission and Community Development Committee meetings.
2. The City Clerk, or his/her designee, is responsible for forwarding written comments to the City Council and Finance/Administration Committee meetings.
3. The Public Works Administrative Analyst, or his/her designee, is responsible for forwarding written comments to the Public Works Committee.
4. The Police Department Administrative Assistant, or his/her designee, is responsible for forwarding written comments to the Public Safety Committee.

IV. DEFINITIONS

1. “Agendas” are the official document stating items to be discussed by the City Council, Planning Commission or Council Committees.

2. “Verbal Public Comments” are defined as comments provided in the speakers’ own voice, and may not include video or sound recordings of the speaker or of other individuals or entities unless permitted by the Presiding Officer.
3. “Written Public Comments” are defined as comments provided in writing or print.

Approved by City Manager	_____ (Signature)	_____ (Date)
Made a part of the City’s Administrative Regulations binder and distributed to all City staff		_____ (Date)

Tools of Civility

1. Pay attention.
2. Listen.
3. Be inclusive.
4. Don't gossip.
5. Show respect.
6. Apologize.
7. Give constructive criticism.
8. Take responsibility.
9. Tell the truth as you know it.

	City of Fort Bragg **Administrative Regulation No. _____**

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9. All verbal and written comments ~~will be non-defamatory and courteous.~~ should conform to the City's adopted Rules of Civility (Attachment A).
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4. Written comments submitted by 2 pm on the day of the public meeting will be ~~published with a separate link, and will provide public comments in the order received.~~ added to the agenda packet and republished after 2 pm on the day of the meeting. Documents over 20 megabytes, or which have imbedded items or other complexities will not be published with the agenda. Hard copies will be available for review at City Hall prior to the meeting and at Town Hall during the meeting.
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3. “Written Public Comments” are defined as comments provided in writing or print.

Approved by City Manager	_____ (Signature)	_____ (Date)
Made a part of the City’s Administrative Regulations binder and distributed to all City staff		_____ (Date)

From: Ducey, Peggy
To: Lemos, June
Subject: FW: Public Comment -- 2/13/2023 CC Mtg., Item No. 5G, Revised Public Comment Policy
Date: Thursday, February 9, 2023 8:52:44 AM

From: Jacob Patterson <jacob.patterson.esq@gmail.com>
Sent: Wednesday, February 8, 2023 3:21 PM
To: Lemos, June <jlemos@fortbragg.com>; City Clerk <cityclerk@fortbragg.com>
Subject: Public Comment -- 2/13/2023 CC Mtg., Item No. 5G, Revised Public Comment Policy

City Council & Staff,

I reviewed the revised public comment policy and it looks good to me. Not only do I not object object to anything in this new version, I am happy with it. I paid particular attention to Verbal Comments # 9 and Written Comments # 4. I support the revised language and think it resolves the issues that I noticed in the version presented at the last meeting and those which were mentioned by other people in their comments. For example, simply changing language to recommendations or encouragement was critical. That way, the intent of promoting courteous and polite comments is emphasized but in a way that doesn't have the potential to impinge on speakers' rights when they don't want to be as polite.

That said, I would like to raise a remaining concern, which isn't primarily about the policy itself but about how the City actually implements public comment procedures. This concern relates to Written Comment # 7 because it starts with "Upon receipt, written comments will be distributed to the appropriate Board, City Council, or Planning Commission members." I am concerned about the language "upon receipt" because there is a significant Brown Act compliance concern relating to making sure all relevant information that is being considered by the legislative body (including that provided through public or responsible agency comments on an agenda item) has actually been made available to the public at the same time that it has been distributed to the legislative body (technically a quorum thereof). Some of this is addressed in the policy, including in the new language in # 7 but not all of it, particularly as applied to comments that have been forwarded after business hours, over the weekend, or on Wednesday in-service days. Relatively recent case law that is published and thus binding precedent discussed the situation and clarified how to comply with the Government Code requirements to make information available for public inspection.

Similarly, there are additional non-statutory considerations for formal public hearing agenda items that involve due process concerns for the meeting participants, particularly permit applicants. Those are basically addressed through the new language in #7 requiring printed copies at the meeting itself but it would also be prudent to include the applicant (and appellant if the public hearing involves an appeal) on the emails forwarding written public comments to the Planning Commission or City Council so they have sufficient opportunity to review and potentially respond to issues raised by opponents to their projects.

Anyway, the City's actual practices do not appear to meet these legal obligations based on my review of the City's history distributing public comments evaluated against the relevant Government Code Section (54957.5) and pertinent case law (e.g., *Sierra Watch v. County of Placer* (2021) 69 Cal.App.5th 1). This policy doesn't address that particular issue, which is

probably good, but City staff and management should probably review actual practices with the City Attorney's Office to ensure we are not continually creating Brown Act violations by, for example, forwarding emailed public comments to the City Council outside of normal business hours or at other times when City Hall is not actually accessible by members of the public who want to exercise their right to inspect all relevant information that is being considered by the legislative body in the upcoming meeting. It is also important that when staff forward emailed public comments to the legislative body, they contemporaneously (or even beforehand) print the comments and add them to the meeting clipboard available for public inspection at City Hall. I have tested this on numerous occasions and it has not always been done.

A related but distinct situation is when staff fails to include correspondence from other public agencies and consulting entities (e.g., The Coastal Commission, Caltrans, CDFW, and the Sherwood Valley Band of Pomo Indians) in the agenda materials but has relied on or referenced such communications in the staff reports or other agenda materials. The public has a right to review the relevant source communications if they are pertinent to the decision at hand and it is best practice to include the actual source documents in the agenda materials. The City's past practices are inconsistent, with such documents sometimes included as agenda item attachments and other times they have been omitted.

Regards,

--Jacob

City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 23-037

Agenda Date: 2/13/2023 **Version:** 1 **Status:** Filed

In Control: City Council **File Type:** Council Letter

Agenda Number: 5H.

Approve Letter in Support of Larry Spring Museum's Redwood Time Project Grant Submittal
At the Community Development Committee Meeting on January 24, 2023, a representative from the Larry Spring Museum requested a letter of support for their upcoming project. Project applicant described the project as follows “The Redwood Time proposes a project series that will facilitate a local community-initiated re-reading of the Redwood Round that stands in front of the Guest House Museum. As with similar redwood rounds in Northern California, our round naturalizes Euro- and human-centric cultural achievements as the default approach to an understanding of modern history. Notably, the markers exclude a number of local alternate histories and events that could have been added to provide us with a richer understanding of the past we inherit and the territory we inhabit. We propose creating a people’s history of our town whereby the community marks events/occurrences/experiences of significance on a facsimile of the round. We will create the facsimile by making a paper cast of the round and then removing and reassembling it at the Larry Spring Museum. Then over a period of close to 2 years, we will run a number of programs that will encourage the community to mark their alternative histories on the paper cast that will be up for display.”

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February 13, 2023

California Humanities Grant Program

To Whom It May Concern:

The City of Fort Bragg seeks to facilitate non-traditional, non-commercial public art projects that engage the local community. So while the City of Fort Bragg neither endorses, nor refutes, any expression - verbal or visual - made by the Larry Spring Museum, its agents, or the public, as part of the "Redwood Time" project, the City intends to grant permission to pull a paper cast from the large Redwood Round in front of the Guest House Museum.

Projects like this provide an opportunity for community engagement with diverse groups and improved understanding and relationship building with the rich historic and cultural vitality of the place we live. This project's mission is consistent with many policies in the City's General Plan including increasing public awareness and appreciation of the City's cultural and historic resources and supporting public art by encouraging the provision for a variety of art in public spaces and parks.

The City plans to support the project through providing meeting facilities and permits at no charge and by granting access to the Redwood Round so long as Larry Spring Museum, its agents and participants, demonstrate there will be no long-term impact to the round as part of the paper-casting process.

We appreciate the opportunity to support the Larry Spring Museums request for funding and thank you for your consideration.

Sincerely,

Bernie Norvell
Mayor

Jason Godeke
Vice Mayor

Teresa K. Albin-Smith
Councilmember

Lindy Peters
Councilmember

Marcia Rafanan
Councilmember

City of Fort Bragg

416 N Franklin Street
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Fax: (707) 961-2802

Text File

File Number: 23-023

Agenda Date: 2/13/2023 **Version:** 1 **Status:** Filed

In Control: City Council **File Type:** Committee Minutes

Agenda Number: 5I.

Receive and File Minutes of the September 27, 2022 Community Development Committee Meeting

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

City of Fort Bragg

Meeting Minutes
Community Development Committee

Tuesday, September 27, 2022 | **3:00 PM** | **Via Video Conference**

MEETING CALLED TO ORDER

Chair Norvell called the meeting to order at 3:02 P.M.

ROLL CALL

Staff Present: City Manager Ducey, Assistant Director O'Neal, Administrative Assistant Peters, Code Enforcement Officer Stump

Present: 2 - Bernie Norvell and Jessica Morsell-Haye

1. APPROVAL OF MINUTES

1A. 22-487 Approve Minutes of the August 23, 2022 Community Development Committee Meeting

A motion was made by Committee Member Norvell, seconded by Committee Member Morsell-Haye, that the Committee Minutes be approved for Council review. The motion carried by the following vote:

Aye: 2 - Committee Member Norvell and Committee Member Morsell-Haye

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Public Comment was received from Shelley Green.

3. CONDUCT OF BUSINESS

3A. 22-477 Discussion on Busking In the Central Business District

Assistant Director O'Neal presented the prepared oral report and responded to member questions related to noise making and acoustic music, the busking code and its zoning applicability, who would apply for the permits, and insurance coverage.
Discussion included consideration of amending the code to allow unamplified busking across the board, challenges with busking in the past, utilizing the Limited Term Permit process as a filter and as a starting point to see what works and what doesn't. Staff were directed to bring Visit Fort Bragg Committee meeting input to the next CDC meeting.

4. MATTERS FROM COMMITTEE / STAFF

Matters from Staff: Assistant Director O'Neal announced that the next Central Business District

downtown merchant meeting will be held at Town Hall on October 8, 2022 from 9:00-11:00 a.m. O'Neal also stated that the City received funds from the Mendocino Council of Governments to perform a downtown parking study to evaluate the potential for meters and the potential acquisition of additional parking lots. The process will include hosting public workshops to obtain input from downtown merchants.

Matters from Commissioners: Committee Member Morsell-Haye shared that we do have public restrooms available at City Hall and Town Hall, and we are working on plans to renovate theTown Hall bathrooms for easier access and a better user experience.

ADJOURNMENT

Chair Norvell adjourned the meeting at 3:21 P.M.

City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 23-022

Agenda Date: 2/13/2023 **Version:** 1 **Status:** Filed

In Control: City Council **File Type:** Minutes

Agenda Number: 5J.

Approve Minutes of January 23, 2023

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

City of Fort Bragg

Meeting Minutes

City Council

THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY AS THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1 AND THE FORT BRAGG REDEVELOPMENT SUCCESSOR AGENCY

Monday, January 23, 2023 | **6:00 PM** | **Town Hall, 363 N. Main Street and Via Video Conference**

CALL TO ORDER

Mayor Norvell called the meeting to order at 6:00 PM.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: 5 - Mayor Bernie Norvell, Vice Mayor Jason Godeke, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Marcia Rafanan

AGENDA REVIEW

Vice Mayor Godeke, appearing via Zoom, announced that he could not attend the meeting in person at Town Hall due to contracting a contagious disease. He requested Council approval to attend the meeting remotely for "just cause" pursuant to AB 2449. Mayor Norvell called for a voice vote to approve the Vice Mayor's attendance via Zoom, which was unanimously approved. Vice Mayor Godeke stated that there were no individuals over age 18 present in the room with him.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR & (3) CLOSED SESSION ITEMS

(1) Jamie Ries, board president of the Mendocino Coast Sea Dragons swim team, spoke about the proposed increase in the CV Starr Community Center's hourly lane rental fee, which would substantially increase their organization's costs if approved.
(2) Jay McMartin-Rosenquist commented on Items 5B and 5D. Marcy Snyder spoke about the climate emergency.
(3) None.

3. STAFF COMMENTS

City Manager Ducey reported that Human Resources Analyst Mortensen was appointed Vice Chair of the County Civil Service Commission.

4. MATTERS FROM COUNCILMEMBERS

Councilmembers Albin-Smith, Peters, Rafanan and Vice Mayor Godeke all reported on their

attendance at last week's League of California Cities New Mayors and Council Members Academy in Sacramento. Councilmember Peters reported that he met with State Senator McGuire regarding Care Response Unit (CRU) funding, ingress/egress to Noyo Harbor, and housing. Councilmember Rafanan encouraged people to vote. She said that the new local culture ad hoc committee, consisting of Councilmember Rafanan and Vice Mayor Godeke, will meet on the second Tuesdays of the month at 4PM at Town Hall. The Vice Mayor commented on the recent downtown community meeting.

5. CONSENT CALENDAR

Approval of the Consent Calendar

A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, to approve the Consent Calendar. The motion carried by the following vote:

Aye: 5 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

5A. 22-642 Accept and File Development Impact Fee Report, Utility Capacity Fee Reports and General Plan Maintenance Fee Report for Fiscal Year Ending June 30, 2022

These Reports were accepted on the Consent Calendar.

5B. 22-658 Approve Scope of Work for a Request for Proposals to Develop a Downtown Parking Strategy

This Scope of Work was approved on the Consent Calendar.

5C. 23-002 Receive and File Complete Streets Safety Assessment Prepared by Berkeley SafeTREC

This Report was accepted on the Consent Calendar.

5D. 23-015 Adopt AMENDED City Council Resolution No. 4647-2023 Approving Redwood Waste Solutions Proposed Residential, Commercial and Multifamily, and Rolloff Rate Changes

This Amended Resolution was adopted on the Consent Calendar.

Enactment No: RES 4647-2023 AMENDED

5E. 23-005 Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4648-2023

5F. 23-006 Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4649-2023

5G. 23-007 Adopt City Council Resolution Appointing Representatives to Represent and Vote on Behalf of the City at the League of California Cities Redwood Empire Division Business Meeting and Legislative Committee Meetings

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4650-2023

5H. 23-012 Adopt City Council Resolution Approving Budget Amendment No. 2022/2023-12 of $28,200 and Authorize the City Manager to Approve a Two-year Contract with Flock Safety to Purchase Seven Flock License Plate Reader Cameras in an Amount Not to Exceed $28,200

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4651-2023

5I. 23-004 Approve Minutes of January 9, 2023

These Minutes were approved on the Consent Calendar.

5J. 23-013 Approve Minutes of Special City Council Meeting of January 16, 2023

These Minutes were approved on the Consent Calendar.

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

8. CONDUCT OF BUSINESS

8A. 23-008 Receive Report and Consider Approval of Policy Regarding Donations to the City of Fort Bragg

City Manager Ducey presented the staff report on this agenda item.
Public Comment was received from Jay McMartin-Rosenquist.

A motion was made by Councilmember Peters, seconded by Mayor Norvell, that the Staff Donation Policy be approved. The motion carried by the following vote:

Aye: 5 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

8B. 23-010 Receive Report and Consider Approval of Policy Regarding Public Comments During City Council and Other Public Meetings

City Manager Ducey summarized the staff report on this agenda item.
Public Comment was received from Gabriel Quinn Maroney, Dennis Miller, Jenny Shattuck and

Jay McMartin-Rosenquist.
Discussion: After discussing the issues, City Council directed staff to modify the proposed policy to include the following changes to Item II, Procedures:
(1) Section II.3 - Replace "their name" with "a name" in the second sentence.
(2) Section II.7 - Remove the words "Standing or" in the second sentence.
(3) Section II.8 - Delete the phrase "but in no event to less than three (3) minutes per individual" from the last sentence.
(4) Section II.9 - Include the City's adopted "Rules of Civility" and attach them as an exhibit to the Administrative Regulation.
Council directed staff to make the above changes and bring the policy back for approval on the following Consent Calendar.

This Staff Report was referred to staff to make the changes directed by Council and to return for approval on the next Consent Calendar.

8C. 22-624 Receive Report and Consider Adoption of City Council Resolution Authorizing the City Manager to Execute Agreement with Precision Wireless Services for Procurement and Installation of Four (4) Police Vehicle Build Kits (Amount Not to Exceed $91,054.64, Fleet Account No. 522-4550-0742)

Public Works Director Smith gave the staff report on this agenda item. Chief Cervenka commented that he desires to transfer the entire Police vehicle fleet to electric vehicles.
Public Comment was received from Anthony Nicholas Sarkis.

A motion was made by Councilmember Peters, seconded by Councilmember Rafanan, that the Resolution be adopted. The motion carried by the following vote:

Aye: 5 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

Enactment No: RES 4652-2023

8D. 22-594 Receive Fiscal Year 2022-23 First Quarter Financial Report

Finance Director Whippy presented the staff report on this agenda item.
Public Comment was received from Jay McMartin-Rosenquist, Dennis Miller and Jenny Shattuck.

This Staff Report was approved.

9. CLOSED SESSION

Mayor Norvell Recessed the meeting at 7:42 PM. The meeting reconvened to Closed Session at 7:53 PM.

9A. 23-014 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Gov. Code Section 54956.9: (One Case)

Mayor Norvell reconvened the meeting to Open Session at 8:02 PM and reported that no reportable action was taken on the Closed Session item.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 8:02 PM.

_____
BERNIE NORVELL, MAYOR

_____
June Lemos, MMC, City Clerk

IMAGED (_____)

City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 23-044

Agenda Date: 2/13/2023 **Version:** 1 **Status:** Filed

In Control: City Council **File Type:** Report

Agenda Number: 8A.

Receive Brown Act Update Regarding Continued Remote Meetings

AGENCY:	**City Council**
MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Administration**
PRESENTED BY:	**City Attorney Keith Collins**

AGENDA ITEM SUMMARY

TITLE:
Brown Act Update: Continued Remote Meetings

This will be an oral presentation from
City Attorney Keith Collins

AGENDA ITEM NO. 8A

City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 23-029

Agenda Date: 2/13/2023 **Version:** 1 **Status:** Passed

In Control: City Council **File Type:** Resolution

Agenda Number: 8B.

Receive Report and Consider Adoption of City Council Resolution Approving the Purchase of ChargePoint Electric Vehicle Charging Stations for the EV Fleet Charging Station Project, City Project No. PWP-00126, Finding the Project Exempt from CEQA, Adopting Budget Amendment No. 2022/23-13, and Authorizing City Manager to Execute Contract (Amount Not to Exceed $146,453; Account No. 522-4550-0742)

AGENCY:	**City Council**
MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Public Works**
PRESENTED BY:	**Chantell O'Neal**
EMAIL ADDRESS:	**coneal@fortbragg.com**

AGENDA ITEM SUMMARY

TITLE:
Receive Report and Consider Adoption of City Council Resolution Approving the Purchase of ChargePoint Electric Vehicle Charging Stations for the EV Fleet Charging Station Project, City Project No. PWP-00126, Finding the Project Exempt from CEQA, Adopting Budget Amendment No. 2022/23-13, and Authorizing City Manager to Execute Contract (Amount Not to Exceed $146,453; Account No. 522-4550-0742)

ISSUE:
In September 2022, City Council gave direction to proceed with USDA funding for the purchase of Electric Fleet Vehicles for the Police Department. The Police Department, in keeping with the vehicle replacement plan, has committed to purchasing four (4) Ford Lightning F-150 electric pickup trucks. In order for the vehicles to be Fleet ready, Electric Vehicle Supply Equipment (EVSE) needs to be installed at the Police Department. In accordance with Fort Bragg Municipal Code (FBMC) 3.20.030 (F), staff is recommending use of a cooperative purchasing contract with SourceWell for this purchase.

ANALYSIS:

This project scope includes purchase of the new charging equipment, which consists of two Level-II AC Chargers and two Level-III DC Fast Chargers from ChargePoint using the cooperative purchasing service of SourceWell consistent with FBMC 3.20.030 (F). The Sourcewell service leverages an existing competitively bid contract from another government agency for assurances on best pricing for equipment.

In October 2022, staff started work with PG&E to discuss how the EV Fleet Incentive Program could benefit the City's deployment of the EV chargers and fleet vehicles. This program supports the conversion of public fleets through rebates on vehicles and chargers. The City applied to the program and is now on step 4 of the 15 step process (Figure 1). In January 2023, PG&E gave the go ahead for charger procurement. Since the charger procurement process takes approximately 6 months from the time of purchase, staff is recommending this be completed timely in order to have the chargers available when the vehicles arrive.

RECOMMENDED ACTION:
Adopt Resolution accepting ChargePoint contract using SourceWell Cooperative Purchasing Services for the Electric Vehicle Charging Station Project and approve Budget Amendment 2022/23-13.

ALTERNATIVE ACTION(S):
Refuse cooperative purchasing contract and solicit additional quotes.

AGENDA ITEM NO. 8B

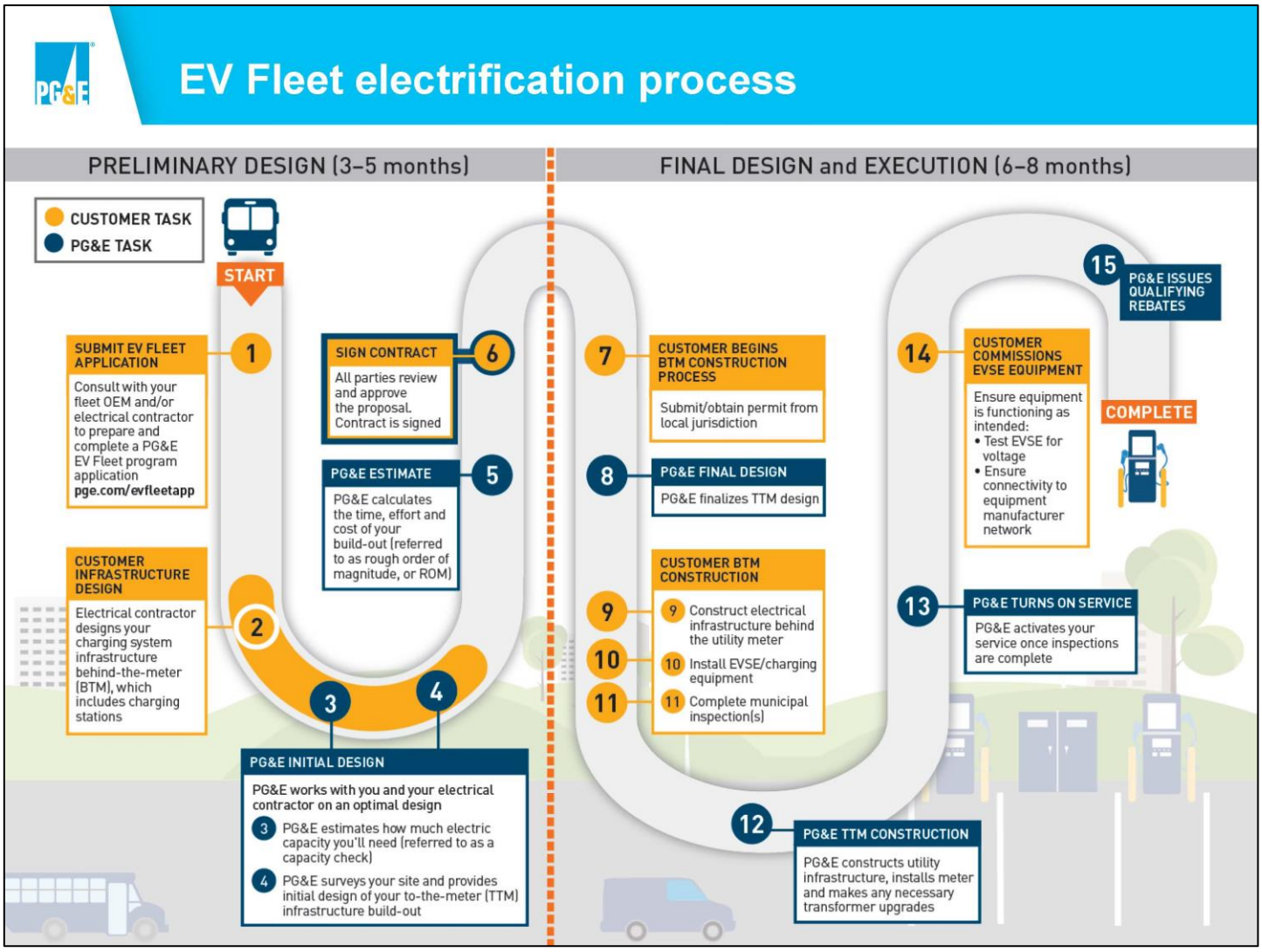


Figure 1: PG&E Fleet Incentive Program

FISCAL IMPACT:

This project is not budgeted in the FY 22/23 budget. The project came about as the Police Chief recommended the police vehicles transition to electric when discussions about vehicle attrition were held in the fall. Staff has worked diligently to research and secure funding for the project implementation, however most of the current programs provide for rebates and other savings that occur after installation (as described below).

1. The **PG&E Fleet Program** offers the following incentives:
   a. PG&E constructs, owns, and maintains the electrical infrastructure to the meter panel while the customer (City of Fort Bragg) constructs, owns, and maintains the infrastructure from the meter to the charger.
   b. PG&E offers vehicle rebates in the amount of $3,000 - $9,000 per new vehicle purchased between program application and 2026 (as agreed upon during program

evaluation). The City's per vehicle estimate is $4,000.

c. PG&E offers charger infrastructure rebates of 50% of the cost of the EVSE, up to $25,000 per charger.

Given the variety of factors from the program and stage of the fleet evaluation process, staff estimates that the savings from this program for the chargers (only) is approximately $52,000, which will be directly credited to reduce the $146,453 cost.

2. Sonoma Clean Power CALeVIP estimates

Additionally, staff has applied for the CALeVIP 1.0 Sonoma Clean Power and is awaiting determination of rebates, which are expected to be in the amount of $22,000.

If both the PG&E and Sonoma Clean Power incentives are approved the total out of pocket expense for the infrastructure purchase reduces to approximately $72,453.

3. Other Savings and Credits

a. Fuel Costs

Below is an image (Figure 2) created using the PG&E Fleet Fuel Savings Calculator, where the four (4) Ford Lightning F-150 data was entered for an annual fuel savings of $6,000 per year (total).

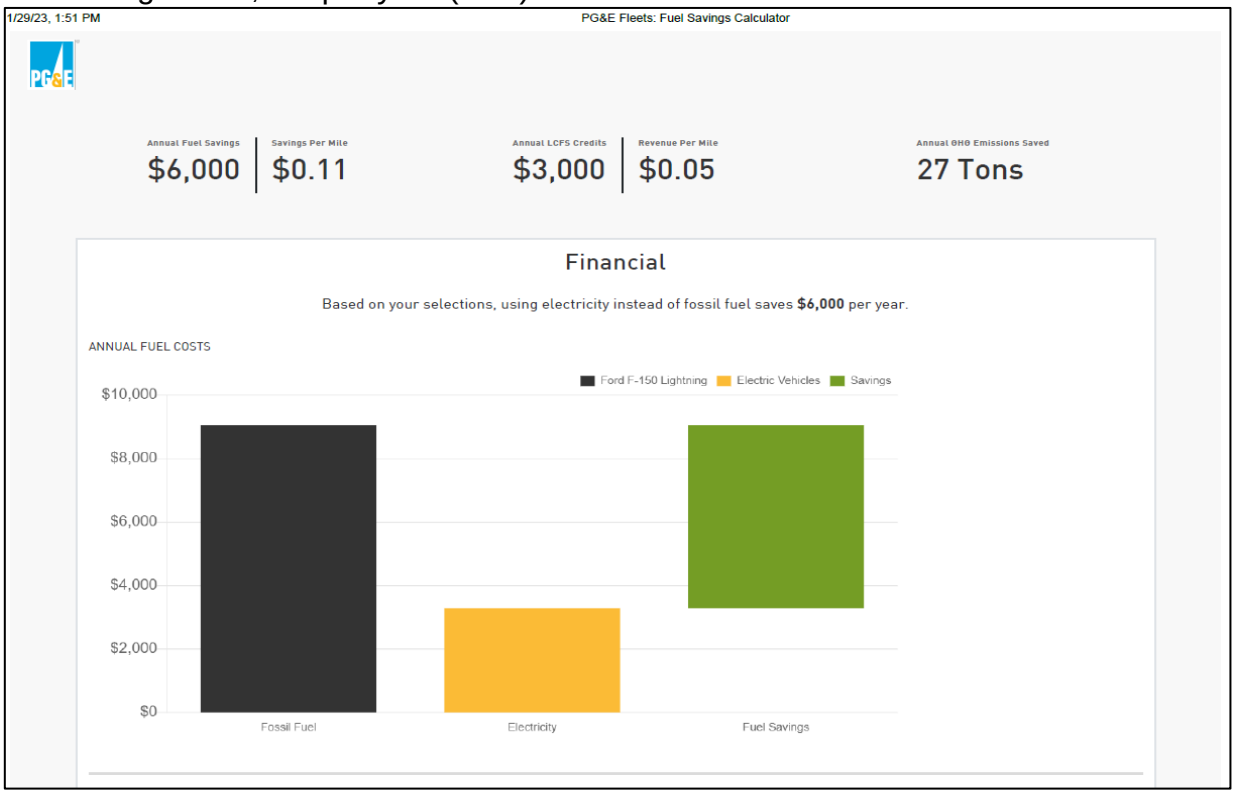


Figure 2: PG&E Fuel Savings Calculator

b. Low Carbon Fuel Standard (LCFS) Credits

LCFS is a comprehensive set of programs in California to cut GHG emissions and other smog-forming and toxic air pollutants by improving vehicle technology, reducing fuel consumption, and increasing transportation mobility options. In 2018, the California Air Resources Board (CARB) approved amendments to the regulation, adding credit opportunities to promote zero emission vehicle adoption and other advanced technologies to achieve deep decarbonization in the transportation sector. Below is an estimate of the LCFS credits which the City may generate and claim each year with the fleet transition.

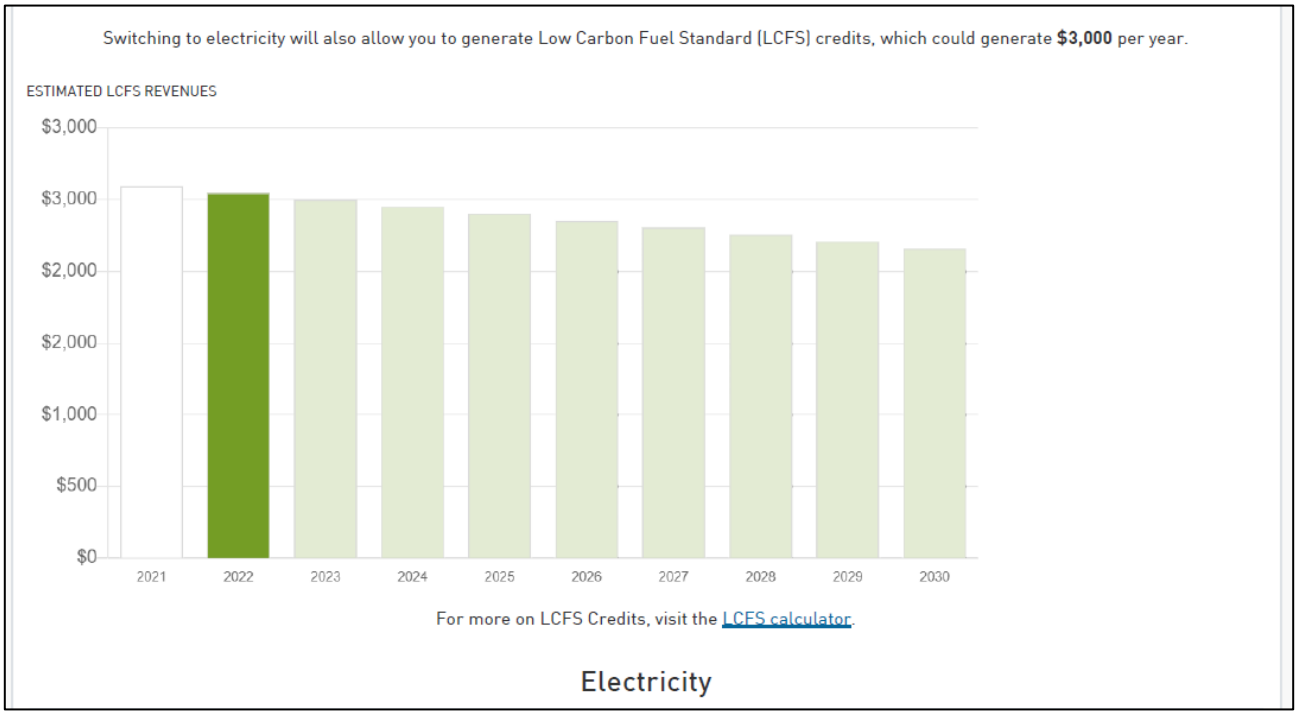


Figure 3: Estimate of LCFS Revenue from PG&E

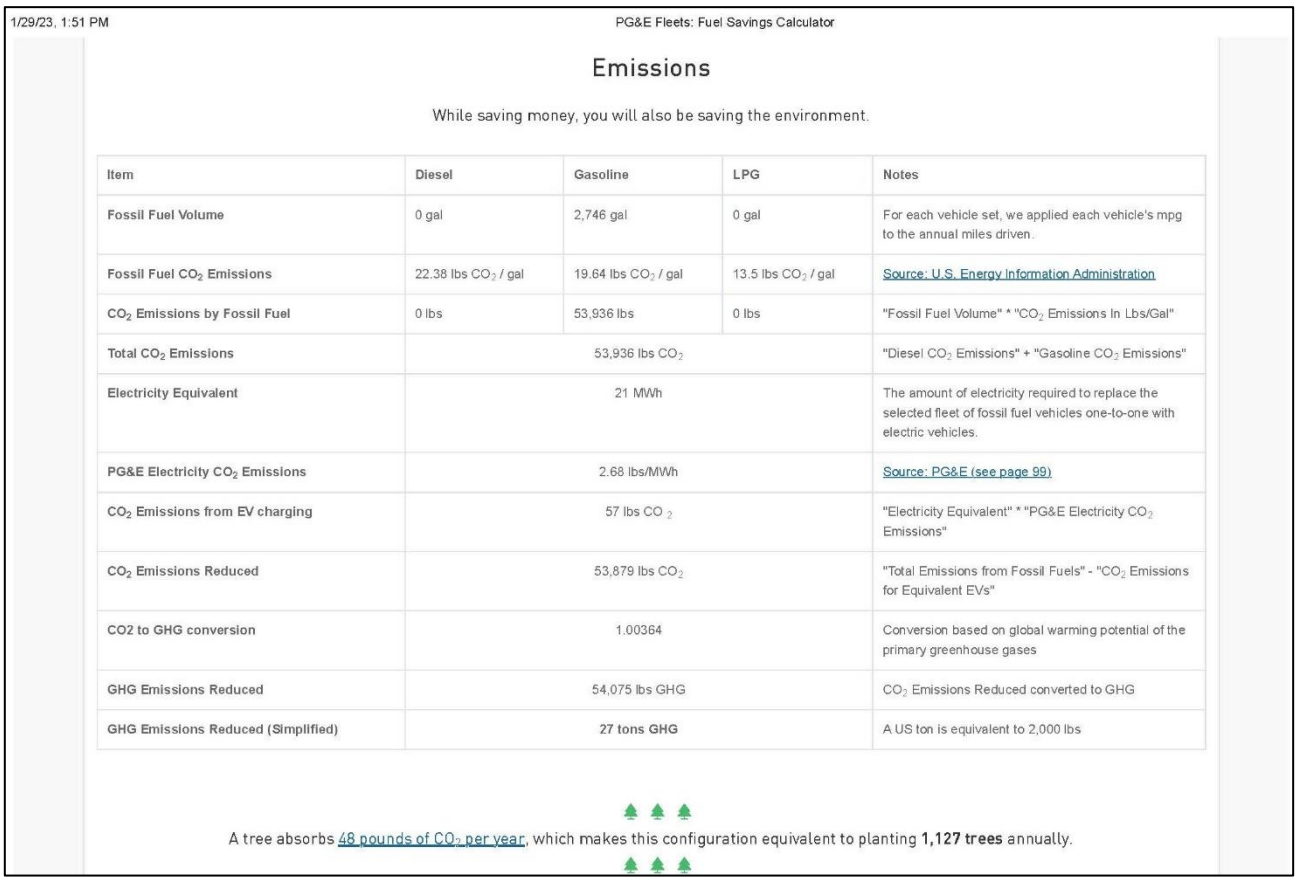
c. Alternative Fuel Vehicle Refueling Property Credit.

The City may be able to take advantage of the federal tax credit under Section 30C of the IRS code, which allows up to a 30% tax credit, up to $100k per charger if located in either a non-urban area or census tract where the average income is no more than 80% of the median income. This credit is available for chargers installed by tax-exempt entities by treating the company that sold the chargers as the taxpayer.

This project is proposed to be funded through facilities fund. A budget amendment 2022/23-13 is included in Attachment 2.

GREENHOUSE GAS EMISSIONS IMPACT:

There will be a short-lived increase of greenhouse gas emissions during the shipping and installation of the chargers. All Air Quality Management District best management practices for minimizing greenhouse gas emissions during construction will be incorporated into the daily activities of this project. After construction, this project will have a positive GHG impact, and according to the PG&E calculator, transitioning the vehicles will reduce GHG emissions by 27 tons annually (Figure 4).



1/29/23, 1:51 PM PG&E Fleets: Fuel Savings Calculator

Emissions

While saving money, you will also be saving the environment.

Item	Diesel	Gasoline	LPG	Notes
Fossil Fuel Volume	0 gal	2,746 gal	0 gal	For each vehicle set, we applied each vehicle's mpg to the annual miles driven.
Fossil Fuel CO_2 Emissions	22.38 lbs CO_2 / gal	19.64 lbs CO_2 / gal	13.5 lbs CO_2 / gal	Source: U.S. Energy Information Administration
CO_2 Emissions by Fossil Fuel	0 lbs	53,936 lbs	0 lbs	"Fossil Fuel Volume" * "CO_2 Emissions In Lbs/Gal"
Total CO_2 Emissions	53,936 lbs CO_2			"Diesel CO_2 Emissions" + "Gasoline CO_2 Emissions"
Electricity Equivalent	21 MWh			The amount of electricity required to replace the selected fleet of fossil fuel vehicles one-to-one with electric vehicles.
PG&E Electricity CO_2 Emissions	2.68 lbs/MWh			Source: PG&E (see page 99)
CO_2 Emissions from EV charging	57 lbs CO_2			"Electricity Equivalent" * "PG&E Electricity CO_2 Emissions"
CO_2 Emissions Reduced	53,879 lbs CO_2			"Total Emissions from Fossil Fuels" - "CO_2 Emissions for Equivalent EVs"
CO2 to GHG conversion	1.00364			Conversion based on global warming potential of the primary greenhouse gases
GHG Emissions Reduced	54,075 lbs GHG			CO_2 Emissions Reduced converted to GHG
GHG Emissions Reduced (Simplified)	27 tons GHG			A US ton is equivalent to 2,000 lbs

A tree absorbs 48 pounds of CO_2 per year, which makes this configuration equivalent to planting **1,127 trees** annually.

Figure 4 GHG Emissions Calculator - PG&E

CONSISTENCY:

Implementation of the EV Fleet Charging Station Project is consistent with several local General Plan policies and State policies. The Project meets the intent of:

- **City Coastal General Plan Goal OS-7**: Improve air quality of the Coastal General Plan;
- **Policy OS-7.2 Air Quality Standards:** Seek to comply with State and Federal standards for air quality;
- **Program OS-7.2.2:** Consider adopting a plan and timeline to eliminate emissions from the City's transportation sector by replacing internal combustion vehicles with zero emission vehicles (ZEV) to maintain compliance with AB 32, the California Global Warming Solutions Act passed in September 2006.

Additionally, the 2021–2023 Investment Plan Update for the Clean Transportation Program Guidance prepared by the California Energy Commission included the table below (Figure 5) which highlights examples of the significant policy goals and milestones addressed through the development of Clean Transportation Programs including reduced emissions and reduced petroleum use in California.

Policy Origin	Objectives	Goals and Milestones
Assembly Bill 32	GHG Reduction	Reduce GHG emissions to 1990 levels by 2020
Senate Bill 32	GHG Reduction	Reduce GHG emissions to 40 percent below 1990 levels by 2030
Executive Order B-55-18	GHG Reduction	Achieve carbon neutrality by 2045
Low Carbon Fuel Standard	GHG Reduction	Reduce carbon intensity of transportation fuels in California by 20 percent by 2030 Increase zero-emission vehicle infrastructure
Clean Air Act; California State Implementation Plans	Air Quality	80 percent reduction in NOx by 2031
Senate Bill 1275; Executive Order B-16-2012; Executive Order B-48-18; Executive Order N-79-20	Increase Zero-Emission Vehicles	Infrastructure to accommodate 1 million electric vehicles by 2020 1 million zero-emission and near-zero-emission vehicles by 2023 1.5 million electric vehicles by 2025 250,000 electric vehicle chargers, including 10,000 DC fast chargers, and 200 hydrogen fueling stations by 2025 5 million zero-emission vehicles by 2030 100% of new passenger cars and trucks will be ZEVs by 2035 100% of operating drayage trucks, off-road vehicles, and equipment will be ZEVs by 2035 100% of operating medium- and heavy-duty trucks and buses will be ZEVs by 2045
Zero-Emission Vehicle Regulation	Increase Zero-Emission Vehicles	Increase the deployment of plug-in hybrid, battery, and fuel cell electric vehicles
Innovative Clean Transit Regulation	Increase Zero-Emission Vehicles	100 percent of all new transit buses will be zero-emission by 2029; all operating buses will be zero-emission by 2040
Advanced Clean Trucks Regulation	Increase Zero-Emission Vehicles	Requires truck manufacturers to transition from diesel trucks and vans to zero-emission trucks beginning in 2024. By 2045, every new truck sold in California will be zero-emission.

Source: California Energy Commission

Figure 5 Policy Consistency from the Clean Transportation Investment Plan

IMPLEMENTATION/TIMEFRAMES:
Award Contract – February 13, 2023
Shipping – 6-month lead-time
Start Construction – July 2023
Project Close-Out – October 2023

ATTACHMENTS:
1. Resolution
2. Reso Exhibit A – Budget Amendment
3. ChargePoint Contract 042221
4. ChargePoint Quote

NOTIFICATION:
1. Dean Kunesh, Electric Vehicle Onboarding
2. Liebson, Michael, EVSE Sales
3. Tony Chang, ChargePoint Account Manager
4. Brendan Odonnell, ChargePoint Reg Manager
5. Scott Carr, SourceWell Contract Rep

RESOLUTION NO. ____*-2023*

Resolution of the Fort Bragg City Council Approving the Purchase of ChargePoint Electric Vehicle Charging Stations for the EV Fleet Charging Station Project, City Project No. PWP-00126, Finding that the Project is Exempt from CEQA, Approving Budget Amendment No. 2022/2023-13, and Authorizing City Manager to Execute Contract (Amount Not to Exceed $146,453; Account No. 522-4550-0742)

WHEREAS, in accordance with Fort Bragg Municipal Code (FBMC) 3.20.030 (F) a cooperative purchasing contract through SourceWell is to be used for the purchase of the Electric Vehicle Supply Equipment (EVSE) for the Electric Vehicle Charging Station Project, City Project No. PWP-00126 (the "Project")**;** and

WHEREAS, the City of Fort Bragg is a SourceWell member; and

WHEREAS, SourceWell is a Government Purchasing Cooperative Service used for procurement on Public Works contracts; and

WHEREAS, using the SourceWell purchasing service ensures competitive purchasing price for the equipment and leverages an existing competitively bid contract from another government agency; and

WHEREAS, SourceWell Contract # 042221-CPI will be leveraged for the purchase of EVSE from ChargePoint; and

WHEREAS, budget amendment 2022/2023-13 is needed to secure sufficient funds by appropriating $146,453 from Facilities Fund Account No. 520-7999-0799 to Account No. 522-4550-0742; and

WHEREAS, based on all the evidence presented, the City Council finds as follows:

1. The SourceWell Contract # 042221-CPI complies with Public Works Project Procurement.
2. The adjustments to the FY 2022-23 Budget have been identified and are necessary, as shown in Exhibit A.
3. Sufficient funds are available to purchase the EVSE with the Budget Amendment 2022/2023-13.
4. The foregoing recitals are true and correct and are made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that this Project (including Installation of EVSE) is exempt from CEQA as installation of Electric Vehicle Chargers are considered a ministerial action in accordance with Assembly Bill 1236.

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby Approve Budget Amendment No. 2022/2023-13 Amending the FY 2022/23 Budget to Appropriate $146,453 from Account No. 520-7999-079 to Account No. 522-4550-0742; and

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby accept the SourceWell Contract for the purchase of the Electric Vehicle Charging

Equipment (EVSE) for the Electric Vehicle Charging Station Project, City Project No. PWP-00126, and Authorize City Manager to Execute Contract (Amount Not to Exceed $146,453; Account No. 522-4550-0742).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember_____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13th day of February, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

_____
BERNIE NORVELL
Mayor

ATTEST:

_____
June Lemos, MMC
City Clerk

BUDGET AMENDMENT FY 2022/23

Budget Adjustment #: 2022/23-13

Budget FY: FY 2022/23

Account Description	Account #			FY 22/23 Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt	Description
Expenditures								
Vehicles	522	4550	0742	$ 438,000	**$ 146,453**		$ 584,453	
Total Expenditures				$ 438,000	**$ 146,453**		$ 584,453	
						$ -	**$ -**	

Funding Source:
Fleet Internal Service Funds

Reason for Amendment:

RESOLUTION # :

Authorization:

		Signature:	Date:
Requested By:			
Approval:	Isaac Whippy		
Finance Use:	Adriana Moreno Ramos		

Attach copies of Resolution or other documentation

DocuSign Envelope ID: 70B60DB7-D64E-41C6-9705-04DD85F6669A

Sourcewell

Solicitation Number: RFP #042221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ChargePoint, Inc., 254 E. Hacienda Ave., Campbell, CA 95008-6617 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electric Vehicle Supply Equipment and Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires July 20, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for two percent (2%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	ChargePoint, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Rex S. Jackson D1F473FEF820430...
By: _____	By: _____
Jeremy Schwartz	Rex S. Jackson
Title: Chief Procurement Officer	Title: Chief Financial Officer
Date: 7/15/2021 | 11:43 AM CDT	Date: 7/15/2021 | 11:40 AM CDT

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 7/15/2021 | 11:46 AM CDT

RFP 042221 - Electric Vehicle Supply Equipment and Related Services

Vendor Details

Company Name:	ChargePoint, Inc.
Does your company conduct business under any other name? If yes, please state:	No
Address:	254 E. Hacienda Ave. Campbell , Ca 95008-6617
Contact:	Sam Ta
Email:	sam.ta@chargepoint.com
Phone:	425-229-8083
Fax:	408-841-4500
HST#:	26-1080576

Submission Details

Created On:	Monday March 08, 2021 22:21:45
Submitted On:	Thursday April 22, 2021 10:45:43
Submitted By:	Sam Ta
Email:	sam.ta@chargepoint.com
Transaction #:	f4d99719-1da2-499d-9d19-7ab18521985f
Submitter's IP Address:	98.225.2.163

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	ChargePoint Holdings, Inc.	*
2	Proposer Address:	254 E. Hacienda Ave. Campbell, CA 95008-6617	*
3	Proposer website address:	www.chargepoint.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Rex S. Jackson Chief Financial Officer rex.jackson@chargepoint.com 254 E. Hacienda Ave. Campbell, CA 95008-6617 Phone: 408-841-4500	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Gilbrook Regional Sales Director 254 E. Hacienda Ave. Campbell, CA 95008-6617 Phone: 781-588-1274	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bjorn Thorsland Account Executive 254 E. Hacienda Ave. Campbell, CA 95008-6617 Phone: 669-237-3328 bjorn.thorsland@chargepoint.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	ChargePoint was founded in 2007 with a single mission in mind – to make EV charging easy and convenient so that everyone feels confident in making the transition to electric transportation. We are one of the only EV charging technology companies that designs, manufacturers, and sells the entire ecosystem of EV charging needs – hardware, software, and services – in one seamless solution. This integrated approach allows ChargePoint to offer an unsurpassed EV driver experience while ensuring that station owners have all the tools and features necessary to keep their stations up and running while aligned with their particular use case. ChargePoint operates across a broad range of end customers and charging use cases including individual homeowners, commercial workplaces, fleets, municipalities, retail, auto OEMs, and more. Our station management software and energy management solutions help people and businesses shift away from fossil fuels and manage growing demand for EV charging. The ChargePoint mobile app, the highest rated app in its segment, allows EV drivers to easily find charging stations, review prices and availability, authenticate, and pay for charging sessions on our network wherever their journey takes them. ChargePoint advocacy and partnership with a variety of EV stakeholders and policy groups throughout the US helps pave the way for widespread EV adoption. ChargePoint has built its solution upon four core principles in support of making the charging experience easy, flexible, and efficient: 1. Scale: Ability to scale from small scale pilots to large scale adoption across multiple sites. 2. Experience: Over a decade of experience in building an effortless charging experience for all. 3. Quality: Reliable and safe charging solutions utilizing industry standards and evaluated using ChargePoint's own Advanced Testing Facility. 4. Service: Best in class services for every mission, including remote monitoring and equipment uptime guarantees. Electric mobility is the smart choice and ChargePoint is excited about our role in helping to build the new fueling network. ChargePoint has more than 110,000 activated places to charge on its network, with access to an additional 160,000 public places to charge through roaming integrations with other major networks. Below are just a few of the exciting milestones achieved as we build out the new fueling network: + More than 88,815,316 charges delivered + Drivers plug into a ChargePoint® network approximately every 2.0 seconds + Drivers have avoided more than 400 liters of gasoline, 283,855,743 kgs of CO2 emissions and 298,795,235 kgs of GHG emissions + More than 4,386,000,000 electric kilometers driven on the ChargePoint Network + ChargePoint stations have dispensed more than 711,469 Megawatt hours (MWh) of electric fuel ChargePoint employs a field, inside and channel sales team that collectively oversee all new and existing customer sales opportunities (ChargePoint employees).
8	What are your company's expectations in the event of an award?	ChargePoint is currently a qualified Sourcewell vendor of EV charging solutions and we would expect similar activities if granted a continuation of that status. As Sourcewell members inquire about purchasing EVSE and related services provided under this contract, we anticipate that Sourcewell would direct those members to ChargePoint where we can assist the member in identifying the best solution, and the best buying and installation path to fit their needs. ChargePoint and/or our channel partners would be able to deliver all of the charging station needs and software solutions described herein. ChargePoint will also proactively promote the contract. As the industry leader, ChargePoint has experience deploying large scale programs across North America and has the resources necessary to quickly train staff and partners on such initiatives. ChargePoint will continue to support listing of the opportunity on its popular EV charger incentives website, conduct marketing campaigns to raise awareness of the opportunity, and support awareness training of our various channel partners and electrical contractors to broaden the number of entities helping to conduct outreach and support Sourcewell members.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	ChargePoint has developed thousands of established commercial customers and have shipped more than 100,000 charging ports, providing a solid revenue pipeline and financial standing. ChargePoint has raised over $550 million in investment funding prior to becoming a public company from some of the largest and best-known companies including: American Electric Power, Quantum Energy Partners, Linse Capital, Daimler AG, Rho Capital, Braemar Energy Ventures, Canada Pension Plan (CCPIB), Siemens, Constellation Technology Ventures, Chevron Technology Ventures, and BMW. In February of 2021, ChargePoint became the world's first publicly traded global EV charging network when we were listed on the New York Stock Exchange (NYSE) under the stock symbol CHPT. At the close of the transaction to become a publicly traded company, ChargePoint had approximately $615 million in cash (prior to payment of its outstanding term loan), which it anticipates will fund ongoing operations and to support the expansion of the Company's commercial, fleet and residential businesses in North America and Europe. Please refer to the following link for additional information and financials associated with investor relations: https://investors.chargepoint.com/overview/default.aspx	*
10	What is your US market share for the solutions that you are proposing?	ChargePoint has an estimated ~70% market share of networked public L2 chargers within North America.	*
11	What is your Canadian market share for the solutions that you are proposing?	ChargePoint has an estimated ~70% market share of networked public L2 chargers within North America.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	ChargePoint has not petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ChargePoint is best described as a manufacturer and service provider. ChargePoint designs and develops a turnkey EVSE solution: we design and manufacturer our own networked charging stations, develop cloud-based network management software, provide driver app and web portal analytics, and maintain dedicated driver and station owner support teams. ChargePoint has a national direct sales force including regionally based teams and corporate inside sales department. Support activities are out of our Arizona facility. All direct Sales and Support are employees of ChargePoint. In addition, ChargePoint also has a full, local and national, network of partners across the US that we engage for sales, installation, and maintenance depending on their discipline. Our partners are not employees of ChargePoint. ChargePoint intends to be a single vendor contact for Sourcewell members from project planning to sales, installation, and station support. If members require turnkey equipment sales and installation services, ChargePoint would likely work together with an appropriate channel partner to provide the desired proposal structure.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	ChargePoint's local and national network of partners across the US and Canada are trained and certified on the installation of our products through our Training and Certification program. All of our partners have licensed electricians on-staff or maintain partnerships with such electricians. Sourcewell members have the option of using their own licensed electrician for installation of ChargePoint stations. ChargePoint has installation manuals and videos available to help facilitate a successful install. In this case, ChargePoint would need to validate the installation prior to activating an Assure warranty for equipment maintenance and support; this is a simple review and approval of the work performed.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	ChargePoint has never been suspended or disbarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	ChargePoint Awards + 2019 London Business Awards: Social Impact International Company • Acterra Award: Environmental Innovation 2018 Global Cleantech Hall of Fame + 2017 East Bay Clean Cities, Clean Air Champion Award Architizer A+ Award Popular Choice Winner: Smart Home Category • Electrek Best of CES 2017: Best EV Accessory + 2016 Edison Awards: Silver in the Electric Energy & Propulsion Systems category Climate Change Business Journal: Business Model Innovation for Energy and Carbon Management + 2015 United Nations: Momentum for Change Goldman Sachs: 100 Most Intriguing Entrepreneurs Verizon: Supplier Award for Environmental Excellence Smart Grid Today: 2015 Smart Grid Pioneer Global Cleantech 100 winner for 6 years running + 2014 CNBC: Disruptor 50: The End of the Gas Station? Sustainia: World's 100 Leading Sustainability Innovations + 2013 Pike Research: Top electric vehicle charging station manufacturer World Economic Forum: "Technology Pioneer" Winner Green Parking Council: "Sustainability Leadership Pioneer" + 2012 AlwaysOn: Top 200 green tech companies Winner Sustainia100, a top sustainable solution announced at the Rio+20 conference "The Green Garage" races into The Tech Museum display + 2011 Top ranking and top overall score in Pike Research report of the EV supply equipment industry; + 2010 Time Magazine: 50 Best Inventions Edmund's Green Car Breakthrough Award BusinessWeek: 20 Small Businesses of the Future Greentech Media: Top 50 VC-Funded Startups	*
17	What percentage of your sales are to the governmental sector in the past three years	In the past three years is approximately 20% of our sales are in the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	In the past three years is also approximately 10% of our sales are from the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	ChargePoint is listed on numerous states, provincial and cooperative purchasing contracts, either directly or indirectly via channel partners. It is likely that every state or province where an EVSE contract or authorized vendor list exists, ChargePoint's products are available either directly or through authorized channel partners. As a privately held company, ChargePoint does not release financial detail related to customer transactions.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	+ ChargePoint holds a Kinetic GPO contract ($0) + ChargePoint holds an Equalis Group/Sourcing Alliance contract ($0)	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NY NJ Port Authority	Charles Goldberg	(212) 435-6497	*
City of Long Beach	Joe Hunter	(714) 655-3951	*
Austin Energy	Shems Duvall	(512)-799-4785	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Long Beach	Government	California - CA	Mix of CT4000, CPF50 and CPE250	Various, up to $1.3M	$6.0M	*
City of New York	Government	New York - NY	Mix of CT4000, CPF50 and CPE250	Various, up to $515k	$3.3M	*
County of Santa Clara	Government	California - CA	Mix of CT4000	Various, up to $630k	$1.0M	*
State of Utah	Government	Utah - UT	Mix of CT4000	Various, up to $800k	$900k	*
Long Beach Community College	Education	California - CA	Mix of CT4000	Various, up to $430k	$500k	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	ChargePoint has over 50 employees in sales. ChargePoint has its own regionally based outside sales teams covering every state within the US and all of the provinces in Canada. We also have dedicated sales teams for federal, fleet and public sectors. Our outside sales team is empowered to travel safely anywhere within their territory to meet with Sourcewell member onsite. They are also capable of hosting online webinars and training sessions when needed. In addition to our outside sales team, we also have corporate based inside sales teams. Through our marketing efforts, existing client base, and market reputation, we receive a significant number of inbound inquiries. To streamline this process for customers, we have a designated inside sales team devoted to all inbound calls and inquiries from existing and prospective clients. Having a designated team handling these inbound phone calls ensures inquiries are handled quickly and efficiently. Once a call is answered and qualified, the inside salesperson connects the customer with the local regional sales representative. The regional sales representative will work with the customer from this point. We also have an inside sales team dedicated to outbound calls. This team could be focused on proactive outreach to Sourcewell members and will also be following up on leads that are generated through various marketing initiatives. ChargePoint also has a team of Solutions Engineers and complex project support resources that can assist in any presale technical education required to get help Sourcewell members understand their EV charging options and ultimately develop an optimized deployment. After deployment, ChargePoint also has a team of Customer Success Managers (CSMs) who look after all existing customers and would make sure Sourcewell members are getting the most out of their ChargePoint solutions. As you know, ChargePoint has held an active Sourcewell award since 2018 and has always been eager to partner with Sourcewell to perform joint marketing or any other contract development activity believed to drive additional success in all forms. Upon securing a new contract, ChargePoint would be pleased to work with Sourcewell to perform a "relaunch" with the intent of building new momentum around the refreshed award. As an example, ChargePoint could leverage our marketing team to run campaigns to generate interest and promote Sourcewell. This has been a productive approach for other initiatives, such as grants that we have been awarded. Our go-to-market approach is quick and seamless which creates a simple process for clients and partners.	*

24	Dealer network or other distribution methods.	ChargePoint has a network of over 65 Value Added Resellers located throughout the US and Canada. These resellers are capable of on-site evaluation, installation, installation quotation, and EV stations sales. A subset of these partner are also Operations and Maintenance (O&M) partners as described below. ChargePoint has a network of over 2,000 certified installers and 13 O&M (Operations & Maintenance) partners located through the United States and Canada who are qualified to perform engineering, permitting, and construction services for any type of EVSE. ChargePoint works closely with our customers and partners to ensure site design, charging station layout, and driver experience is the best in the industry. We have 6 national distribution partners covering us in every state. These partners total nearly 4,000 locations combined and give us the reach to over 70,000 electrical contractors as well as access to local and state gov't agencies across the country. ChargePoint's network of distribution partners have their own sales and marketing teams that they will use to promote the contract to existing and prospective clients. As stated above, ChargePoint will train all distribution partners and installers on the Sourcewell contract details so they can effectively inform customers and generate opportunities. Regardless the sales channel, ChargePoint works closely with our customers and partners to ensure site design, charging station layout, and driver experience is the best in the industry.	*
25	Service force.	ChargePoint's charging solutions come complete with 24/7 driver support, extended hours station owner technical support and maintenance if desired. ChargePoint Support is the largest and most experienced customer service force in the EV charging industry. The ChargePoint support team is based in Scottsdale, AZ with over 50 trained employees and is understood to be the largest in-house EV charging support team in the industry. These numbers do not include our 13 O&M partners that also offer support services and are located throughout the United States and Canada. The support organization is divided into driver, station owner, and activations support teams, with representatives sharing duties and knowledge. In addition, we have plans to add additional headcount by nearly a dozen more by year end. ChargePoint Support works remotely via the ChargePoint Network to assist drivers and diagnose station issues. Once issues are determined, Support works with our network of local O&M partners to perform any require site visits including repairs. Beyond standard technical support, ChargePoint offers ChargePoint Assure, a comprehensive maintenance and management program that is outlined in greater detail in section 9A.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	ChargePoint operates an in-house Customer Call Center primally based at our Scottsdale, AZ office. Our Customer Call Center supports both EV drivers as well as our station owners and installation partners. Our 40+ Driver Support agents provide 24/7/365 coverage for EV drivers in English, Spanish, and French via a toll-free telephone number clearly posted on the charging equipment. Live representatives will answer the phone quickly and customers will not be routed through a confusing calling tree. The customer service representatives will provide a variety of services to address customer concerns at the charging station. If t possible the Agent will resolve the issue remotely, whether station or driver related. If unable to resolve, the issue will be escalated to Station Support and the driver provided the address of a nearby station if one is not available on site. Driver Support agents handle over 230,000 calls annually with an average speed of answer of 30 seconds or less. Our Customer Support Center also includes Technical Support for station owners and installation partners. This toll-free line is available Monday through Saturday from 5 AM PT to 6 PM PT. Representative help resolve issues from symptom identification, diagnosis, parts logistics, labor logistics, and resolution validation. Our 38 support agents resolve over 100,000 cases annually with an estimated average speed of answer of 30 seconds. All ChargePoint charging equipment include remote diagnostics and “remote start” capabilities. When customer service receives notice that minor operational maintenance is needed, the representative will remotely diagnose the EVSE to verify the extent of the service need. If issues cannot be remotely addressed, ChargePoint will dispatch service personnel to the site for repairs for which parts costs will be covered for items covered by an active warranty. Customer utilizing our Assure offering can rest easy knowing that ChargePoint will proactively monitor the station for any issues. If an issue is detected, ChargePoint will acknowledge the issue within one business day and, if an onsite visit is required, will dispatch labor to the site within one business day of receipt of parts onsite. Our clients also get 98% annual station uptime guarantee with a non-performance penalty for outages caused by station hardware or software failures. Repairs in the field our handled by ChargePoint’s national operations and maintenance (O&M) partners that have all committed to audit requirements and penalties against service level, liability indemnification, customer warranty, pricing accuracy under fixed unit pricing terms, and maintenance of required credentials to perform the work contracted.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	ChargePoint is already a qualified EV charging vendor with Sourcewell and your members within the United States and we look forward to continuing to support your members moving forward. ChargePoint has an established install base, dedicated sales force, partners, and provide all listed charging hardware, software, and services throughout the United Sates.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ChargePoint is already a qualified EV charging vendor with Sourcewell and your members within Canada and we look forward to continuing to support your members moving forward. ChargePoint has an established install base, dedicated sales force, partners, and provide all listed charging hardware, software, and services throughout Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	ChargePoint, either directly or by leveraging our extensive list of partners, has the ability to fully service all geographic areas of the US and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any contract issues related to Hawaii and Alaska. We have a large number of stations in operation in Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	ChargePoint will use the following strategy to promote this contract: + Outside Sales: Our sales team and account executives will proactively reach out to all Sourcewell members within their assigned territories to promote the contract. We are currently speaking to many of them already and will ensure they are aware of the contract and the value it will bring them. + Inside Sales: Our inbound team will be able to promote the contract to all inbound inquiries that come in. As mentioned in Question 18, we receive a significant number of inbound leads from potential/existing Sourcewell members, and our inbound team will promote this contract to everyone and educate them on the details of how they can take advantage of it. Our outbound team will focus on proactive outreach to Sourcewell members and all government agencies. They will also call on leads that get generated through our marketing efforts. We have the tools necessary to track leads through campaigns and call on lead lists. + Marketing: Upon award we would do a formal announcement across various channels to get the word out. We will perform regular marketing campaigns to educate the market on this contract. In addition to any help Sourcewell can provide with contact information, we have the tools necessary to quickly pull customer contact information for email campaigns. + Webinars: ChargePoint will offer to create webinars that highlight the benefits of the Sourcewell contract with real life testimonials. These webinars can be vendor neutral and positioned as an educational presentation. + Trade shows: ChargePoint participates in various tradeshows/events around the country and will have marketing material available highlighting our partnership with Sourcewell and details of the contract. + Incentives: We will match all state, local and utility incentives to Sourcewell members and proactively educate prospects about the value of both the incentive program and the Sourcewell partnership. + Distribution Network: Our large distribution/partner network also have sales and marketing teams primarily supporting electrical contractors. Contractors are often a first touch point for customer exploring a charging solution. ChargePoint will work closely with its partners to help them develop effective marketing strategies. We will also train their sales team to effectively leverage this contract. We will have regular follow up calls and trainings to make sure this contract stays top of mind. Examples of our outreach: 1. ChargePoint at the ACT Expo: North America's largest clean fleet show; 2. Incentive Announcement for $25k EVSE incentive in San Francisco and; 3. $3 million in funding available for municipalities in New York.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing approach leverages technology to quickly pull contact information from prospective customers and generate marketing campaigns. ChargePoint is often involved in new programs, contract, grant etc. and can get messaging out to market extremely quickly. We use various marketing tools for generating leads and managing them through the sales funnel. + Organic social posts (Facebook, LinkedIn, Twitter, Instagram) + Digital advertising (banner ads, social ads, paid search, retargeting) + Premium content (gated on chargepoint.com) + Syndicated content + Organic search + Charging Forward blog + Chargepoint.com business, vertical and roles pages + Credits and Incentives web page with link to lead form on chargepoint.com + Forms (content downloads) + Request a station (CP.com) + Events (webinars, industry events, partner events) + Email campaigns (purchased lists, contacts from inbounds) + Marketing automation + Downloads of content/other assets + Inbound calls + Sales Development Reps (SDR) outbound calls + Customer referrals + Driver referrals	*

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	ChargePoint has a collaborative and effective partnership in place with Sourcewell with its current contract. ChargePoint would view Sourcewell as a marketing partner to help promote this contract. We would look for support on an initial announcement to current members notifying them of this renewed opportunity. We have methods of gathering contact information, however, hope that you will be able to share membership contact information for ongoing outreach and marketing campaigns. The value of providing us with this information will allow us to move quicker and more efficiently. We would also look for opportunities to collaborate on co-branded marketing initiatives that adhere to ChargePoint's brand guidelines. With Sourcewell's well established relationship with its members and ChargePoint expertise in EV charging, working closely together on marketing initiatives will ensure members feel they are in good hands with their EV charging needs. The Sourcewell contract will be part of every discussion we have with existing and potential Sourcewell members. We are speaking with government agencies every day and leveraging this contract will benefit all stakeholders (Sourcewell, Sourcewell members and ChargePoint).	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Similar to other types of customers, for most Sourcewell members, choosing and implementing a successful charging solution is an unfamiliar experience. This is why ChargePoint has developed the most extensive, expert sales team in the industry and make these resources available to customers exploring our space. With our help, we're confident customers will be put in a position to implement successful projects. Primarily for this reason, ChargePoint does not have its own e-procurement system, our GSA Schedules are online via www.gsaadvantage.gov.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As standard practice, for free, Sourcewell members have access to: + ChargePoint will provide operational training on the station at start-up. + ChargePoint is also available for Cloud Portal/Network Training after install and station activation. + Training videos and detailed manuals are available also. + On an on-going basis the ChargePoint team is available via email or phone to answer questions or provide additional training. + If required and depending on scope of project, Sourcewell members or their contractors have access to the ChargePoint University portal which is a detailed training and testing that is designed for reseller partner and installer certification.	*
37	Describe any technological advances that your proposed products or services offer.	Since ChargePoint's inception in 2007 in Silicon Valley California, we have led the way forward with technological innovations to help make it easy for drivers to go electric and station owners to offer EV charging. Today ChargePoint uses all of the latest advances: Cloud based Network, M2M IoT Cellular station connectivity, Secure (PCI compliant) Payment processing, Power Management for installation and energy savings, Next-Generation Modular DC Fast Charging, and the largest dedicated engineering team in the industry. Below are just a sample of the latest technological innovations: Professional Services Sometimes it's not just as easy to sell a charging station. Station owners, especially for more complex deployment such as fleet charging, often need additional support to evaluate, design, install, and be trained on the stations. ChargePoint offers a complete array of professional services to support these needs including site modeling, preliminary site design and engineering, site acquisition, project management, station installation and commissioning, as well as training for operators such as at fleet depots. Charge Management Software Smart EV charging is critical to provide value to drivers and site hosts. ChargePoint offers all elements of the charging ecosystem but considers itself a "network first" company in that the software is the most important element of any solution. The associated software provides the tools and interfaces for drivers to find and use stations, and for station operators to efficiently optimize the business of EV charging. Listed below are just a few of the advanced features on the ChargePoint Network software: + Station Locations & Availability: complete visibility of stations and their availability make it easy for drivers to find a compatible charger. + Access Control: Manage and control access to charging stations based on well-defined policies. Enhance the value for the station owner with the right level of control. + Flexible Pricing: Provide the station owner with pricing controls that are in line with station usage. Provide flexibility to update pricing as usage changes. + Authorization, Authentication & Accounting: Ensure safe and secure payment for charging. Security measures include the pseudonymization and encryption of personal data and other capable security measures that ensure the ongoing confidentiality, integrity,	

		availability, and resilience of the network. + Power Management: Ensure that charging stations never draw more power than the site can provide. + Driver Notifications: Notify EV drivers about station availability, state of charge and other key messages to enhance your relationship with drivers. + Queueing (Waitlist): Increase utilization of stations and charge more vehicles by enabling drivers to get in a virtual queue for stations. Power Management For operating costs, software can allow station operators to target “off-peak” periods of lower energy costs or avoid triggering a high demand charge. In addition, use of these features can maximize the number of charging ports within a given site while still keeping overall power requirement at the site meter below a determined level. This helps reduce the necessary electrical infrastructure and utility service required to support a given site and thus save capital expenditures. Below is a summary of the available load management tools available within ChargePoint charge management software: + Power Share: Intelligently share available power across multiple stations by setting a “not to exceed” limit, which may vary by time of day and day of week. Power may be allocated based on a configurable policy using equal share or priority-based first come first served. This approach allows for NEC compliant oversubscription of available electrical service, mitigation of expensive demand charges, and the option to defer utility upgrades which can be costly and delay projects. + Load Shift: Use energy when it is cheapest, usually at night when Time of Use (ToU) charges are lower. In environments where the vehicles have sufficient dwell time during off-peak times, shifting load to the least expensive time of day can provide significant savings. Operators simply plug the vehicles in as normal when they return to the depot, and ChargePoint will automatically start charging the vehicles to align with the lowest cost of electricity, no operator intervention required. + Power Limit: Manage load via building/energy management systems, either through integration via API or installation of a ChargePoint smart meter upstream of the charging stations. This approach optimizes power use by dynamically adjusting power to the charging stations based on real-time monitoring of facility loads. + Demand Response: ChargePoint can facilitate participating in utility driven demand response programs through use of a standards based OpenADR interface or API, allowing the utility to control charging station load during peak events where supply may not meet demand. Fleet Charging Solutions Fleet vehicle can require a range of special charging considerations including optimization of depot charging, access to charging while on-route, and home charging for take-home fleets. ChargePoint provides for all of these charging needs through specialized fleet charging solutions. ChargePoint Fleet Depot software integrate with other fleet back-office systems and enables optimized charging of larger fleets while ensuring that fleet vehicles are charged and ready to meet business and operational objectives at the least possible energy cost and within electrical capacity constraints. ChargePoint also offers our Fleet Mobility plan to support charging of vehicle at publicly available charging stations while on-route and integrated with existing fleet fuel card systems. ChargePoint has partnered with US Bank (Voyager Fleet Card) and WEX to offer customers the convenience of paying for and tracking electric fuel with their existing fleet cards and is continually assessing additional integrations. Finally, ChargePoint offers our Take Home Fleet solution which integrates with our Home Flex charging station and allows fleet managers to access charging data from company vehicle charging at employee's homes to support reimbursement, as necessary. Fleet System Interfaces Fleet System Interface: To ensure a seamless integration with fleet systems relied upon by fleet operators today, ChargePoint has completed or initiated integration discussions with the most common platform including: Geotab, Viriciti, Clever Devices, AssetWorks, Trapeze, Voyager, Wright Express (WEX), and more. A full set of soap/xml-based application programming interfaces (APIs) are available to integrate into a variety of back-office systems and ChargePoint will continue to grow the partnerships with fleet solution providers to best serve fleet operators.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	ChargePoint has a dedicated team of people that works with numerous organizations, including state and federal government, to formulate policies to promote EV adoption and evolution of the grid and other infrastructure that will be necessary to realize widespread electrified transportation. ChargePoint is a member or plays an active role in the following organizations: CALSTART CALSTART is a member-supported organization of more than 140 firms, fleets and agencies worldwide dedicated to supporting a growing high-tech, clean transportation industry that cleans the air, creates jobs, cuts imported oil and reduces global warming emissions. CALSTART provides services and consulting to spur advanced transportation technologies, fuels, systems and the companies that make them. Use the staff directory to find the expert you need.	

CLEANTECH GROUP
The mission of Cleantech Group (CTG) is to accelerate sustainable innovation. Our subscriptions, events and programs are all designed to help corporates, investors, and all players in the innovation ecosystem discover and connect with the key companies, trends, and people in the market. Our coverage is global, spans the entire clean technology theme and is relevant to the future of all industries. The company is headquartered in San Francisco, with a growing international presence in London.

EDTA
The Electric Drive Transportation Association (EDTA) is the trade association promoting battery, hybrid, plug-in hybrid and fuel cell electric drive technologies and infrastructure. EDTA conducts public policy advocacy, provides education and awareness, and enables industry networking and collaboration. EDTA's membership includes vehicle and equipment manufacturers, energy companies, technology developers, component suppliers, government agencies and others.

eMI³
Under the umbrella of ERTICO – ITS Europe, the eMobility ICT Interoperability Innovation, eMI³, is an open group of significant actors from the global Electric Vehicles market who joined forces to harmonize the ICT data definitions, formats, interfaces, and exchange mechanisms in order to enable a common language among all ICT platforms for Electric Vehicles. eMI³ core objectives lie in the development, publication, sharing and promotion of ICT standards. Since 1st December 2015, eMI³ is an ERTICO Innovation Platform established as a Non-Profit International Association under Belgium law.

Parksmart
Parksmart defines and recognizes sustainable practices in parking structure management, programming, design and technology. Industry-driven and field tested, Parksmart distinguishes the forward-thinking parking facilities shaping tomorrow's sustainable mobility network.

Plug-In Electric Vehicle Collaborative
The California Plug-In Electric Vehicle Collaborative is a public/private organization comprised of 47 members that include key PEV stakeholders all working together to move the PEV market forwards in California.

Silicon Valley Leadership Group
The Silicon Valley Leadership Group is a public policy business trade organization. The Leadership Group was founded in 1978 by David Packard of Hewlett-Packard and represents more than 400 of Silicon Valley's most respected employers on issues, programs and campaigns that affect the economic health and quality of life in Silicon Valley, including energy, transportation, education, housing, health care, tax policies, economic vitality and the environment.

Green Sports Alliance
Leveraging the cultural & market influence of sports to promote healthy, sustainable communities where we live & play. Members collectively provide nearly one of every three private sector jobs in Silicon Valley and contribute more than $3 trillion to the worldwide economy.

California Energy Commission
As the state's primary energy policy and planning agency, the California Energy Commission is committed to reducing energy costs and environmental impacts of energy use - such as greenhouse gas emissions - while ensuring a safe, resilient, and reliable supply of energy.

Los Angeles Business Commission
Uniting the power of business with the power of government for education and advocacy to promote environmental and economic sustainability.

Cleantech San Diego
Cleantech San Diego is a nonprofit member organization that positions the greater San Diego region, including Imperial County, as a global leader in the cleantech economy. We foster collaborations across the private-public-academic landscape, lead advocacy efforts to promote cleantech priorities, and encourage investment in the San Diego region.
Our members include more than 100 local businesses, universities, governments, and nonprofits committed to advancing sustainable solutions for the benefit of the economy and the environment.

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ChargePoint AC L2 stations are Energy Star certified. ChargePoint DC products are intended to be Energy Star certified when the program is fully defined and available for certification. ChargePoint owns an Advanced Test Center that exposes all of our products to extreme environmental accelerated life cycle testing. Tests include solar loading, extreme heat, extreme cold, humidity, seismic, focused pressurized water, impact, and dozens of other tests designed to improve product reliability and longevity. Higher reliability, less on-site visits, fewer replacement parts, and longer life span all contribute to lessening environmental impact.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	ChargePoint has several authorized resellers with various Women or Minority Business Entity (WMBE) or Small Business Entity (SBE), and Service-Disabled Veteran owned accreditations. ChargePoint will provide a detailed list upon request.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	ChargePoint is a complete systems provider, offering the highest level of integration of hardware, software, and services, and delivering the best value in the industry. Our charging stations, mobile applications, and network management platform are designed to work seamlessly together to provide the best station owner and driver experiences in the market. ChargePoint's extensive technical expertise and fully integrated portfolio also allows ChargePoint to work rapidly with key partners to develop new, innovative solutions in support of a rapidly evolving market. Simply put, ChargePoint is unlike any other charging solution provider in that it provides the scale, experience, service, and quality necessary to make any EV charging initiative a success. Experience An integrated experience provides an effortless charging experience for station owners and drivers. It ensures consistent performance, efficiency, and reliability at every touchpoint whether one is using a mobile app, plugging into a charging station, managing the station or analyzing charging data. ChargePoint has more than 110,000 activated places to charge on its network, with access to an additional 160,000 public places to charge through roaming integrations with other major networks. ChargePoint is the only company that delivers solutions that provide an integrated EV charging experience for businesses and drivers across every touch point and for every use case. We design, develop, and manufacture complete, integrated hardware and software solutions for every charging scenario: from home and multifamily to workplace and fleet. From a top-rated mobile app and award-winning services and support to the most reliable network and stations, ChargePoint has you covered. Scale As EV adoption grows and charging becomes a necessity for your business, you want to rest assured that the charging solution you invest in today will set you up for success in the future by enabling you to support more drivers, add the latest software features and expand your EV fleet with minimal disruption to your business. The EV charging solution you invest in today must set you up for success tomorrow. ChargePoint offers seamless scalable solutions that grow with your business. We will help you get started easily, up to speed quickly and, when the time comes, ramp up effortlessly—all with minimal disruption to your business. Our extensive expertise with incentives, rebates and grants will even save you money every step of the way. No wonder 60% of Fortune 50 companies are ChargePoint customers. Quality You need an EV charging solution that just works no matter how it is used, where it is used or when it is used. A solution that is so reliable that you can just set it and forget it. Your EV charging solution has to work, every time. That is why ChargePoint is the only company that has made a major investment in quality testing on all our stations and software. ChargePoint is the only EV charging solutions company with an advanced in-house testing lab. We rigorously test all our stations and software to ensure your investment can stand up to any element, scenario, or mishap. All our products are UL-listed, ENERGY STAR® and CE (EU) certified, and our modular design minimizes downtime. With so much riding on the New Fueling Network, your EV charging solution just has to work, every time. With ChargePoint, it will. Service Best-in-class support is essential for providing a high caliber experience for all participants in the fueling network, whether one is driving a personal vehicle, delivering goods, driving work vehicles, or riding shared transport. ChargePoint knows comprehensive services are critical for an exceptional EV charging experience. ChargePoint has been in the business of electric fueling longer than anyone else. Since 2007, we have been working with our customers to design comprehensive services built around their needs. Today, from sophisticated networked solutions to top-rated service products, we have the resources to provide our own 24/7 support in multiple languages and the infrastructure to support drivers no matter where they charge on our network. Station operators do not have to take waste previous time to figure out whether the hardware or software vendor is responsible for an issue – just call ChargePoint and we will handle the rest.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	ChargePoint provides a standard one-year warranty for all commercial level 2 charging stations and a three-year warranty for our residential charging station. Standard warranty covers parts only. Beyond standard technical support, ChargePoint offers ChargePoint Assure, a comprehensive maintenance and management program that includes dispatched labor at committed service levels to perform on site repairs, proactive dispatch, monthly reports, 24x7 station health monitoring, and a long list of additional features described in more detail below. Assure is available from one to five-year term increments. + Unlimited software configuration changes + 98% annual uptime guarantee with non-performance penalty + Standard one (1) business day response time to station failures or one (1) business day from Parts arrival when required + Automated monthly summary reports and detailed quarterly reports of your station's performance metrics. We send the reports automatically, so you don't have to generate them. + Proactive station monitoring and dispatch + Labor coverage for station equipment issues typically not covered by warranty such as vandalism, abuse and accidents caused by reckless drivers or snowplows. + Additional options are available upon request, such as strategic spares, consigned inventory, and customer training for on- site repairs and maintenance.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Please see ChargePoint F_Assure Terms of Service.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, for Assure.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. ChargePoint Assure is available throughout the US and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For this proposal, ChargePoint is the original equipment manufacturer of the charging equipment, so all warranty service is covered by ChargePoint.	*
47	What are your proposed exchange and return programs and policies?	ChargePoint and its channel partners strive to avoid any situation where improper products are purchased and returns, or exchanges are requested. On a case-by-case basis ChargePoint may allow returns or exchanges with payment of a 20% restocking fee and payment of any required freight charges to correct the problem. ChargePoint channel partners may also offer returns and exchanges at their discretion. Please refer to ChargePoint Attachment G_Parts Exchange Warranty for details.	*
48	Describe any service contract options for the items included in your proposal.	ChargePoint Assure, as outlined in the response to item 42, is the primary service offering we are including in our proposal. ChargePoint is also developing an enhanced Assure offering called Assure Pro, in concert with our Managed Spares Service, to provide faster repair times.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
49	Describe any performance standards or guarantees that apply to your services (network uptime, power management, charging capabilities, etc.)	ChargePoint Assure, as outlined in section 9A in this proposal, is an optional extended and enhanced warranty offer that provides for proactive monitoring, coordinated repairs, and full parts and labor costs coverage. The SLA associated with Assure provides for a 98% or better uptime guarantee with financial penalties for non-performance. Please see the attachments titled Assure Data Sheet and Assure Terms of Service for additional detail.	*
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please refer to Line Item 49.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
51	What are your payment terms (e.g., net 10, net 30)?	Net 30. ChargePoint channel partners may offer varying payment terms at their discretion.	*
52	Describe any leasing or financing options available for use by educational or governmental entities.	ChargePoint supports the following options for procurement of charging stations and associated services. In addition to the options available below, ChargePoint's channel partners may also offer additional financing and leasing plans. Outright Purchase Upfront payment of all goods and services. ChargePoint and associated partners then fulfill installation works, network services and ongoing support in accordance with contractual agreements. ChargePoint as a Service (CPaaS) In this unique offer ChargePoint remains the owner of the stations. The customer simply pays a fixed monthly fee for ability to use the stations. ChargePoint maintains the stations with an uptime guarantee. At the end of the term the station can be replaced with the latest version or we will take them back if the Customer chooses to purchase a different solution. Hence, this resolves the problem obsolete hardware that needs to be removed or integrated and fits very nicely with the leasing business. Financing Options ChargePoint partners with major financial providers to offer a full finance offer for all ChargePoint services as well as site 'make-ready'. A simple monthly payment covers all bundled costs over the course of the agreed term with a final payment option for ownership of stations to transfer to Sourcewell and its members.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Depending on Sourcewell member needs, ChargePoint would either process orders directly with the Sourcewell member or through a local channel partner. The channel partner would process an order with the Sourcewell member and an upstream order with ChargePoint for the associated products and services. In either case the Sourcewell member would pay at or below the contract price and ChargePoint would track order details for quarterly payment of the administration fee on any products purchased from ChargePoint.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. ChargePoint and various channel partners can accept credit cards for payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	ChargePoint has provided a detailed line-item price book showing list price and proposed contract price. Freights costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis. This book is broken into distinct product categories to simplify review. Those categories are Charging Stations, Network Services, Assure Maintenance Plans, and Accessories. Notes are also provided to guide reviewers to creating estimated project pricing.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 0-20% off MSRP.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing provided takes into account an assumption of volume created by purchasing across the Sourcewell membership. However, on a case-by-case basis ChargePoint may consider providing improved pricing to individual members who intend to purchase large volumes in single orders.	*
58	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	ChargePoint would consider any installation services including materials and labor beyond the scope of our Install- Valid service listed in our pricing proposal to be “Open Market” options. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation. Install-Valid service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where an Sourcewell member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&M partner who would then provide a quote for these services to the Sourcewell member. ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the member and ChargePoint partner for those services. Furthermore, ChargePoint would not intend to track quarterly or pay Administrative fee on these services.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As described in question 58 above, ANY installation services including materials and labor beyond the scope of our Install-Valid service is not included in our pricing proposal. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation. Install-Valid service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where an Sourcewell member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&M partner who would then provide a quote for these services to the Sourcewell member. ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the Sourcewell member and ChargePoint partner for those services.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis. ChargePoint will provide pricing upon request. In addition, if Sourcewell members are able to require their own shipping carrier upon purchase.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight terms for Alaska, Hawaii and Canada are treated no different the contiguous united states. As described above freights costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis.	*

62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	No unique distribution and/or delivery methods or options offered in your proposal.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	ChargePoint is well experienced with offering contracted pricing to various public and private entities across the globe. In addition, we operate our business on a world class CRM platform with the ability to easily meet these needs. Upon award, we will leverage our CRM tools to tag any Sourcewell opportunities appropriately, so they receive the contract pricing and terms. In the event these leads require a pass-through channel or O&M partner, we will ensure the partner is conforming to any contract requirements as well. As sales are made and shipments are processed all Sourcewell tagged orders will be archived in our CRM system which can easily be queried quarterly for itemized reporting of products and revenue. From this report the Sourcewell administrative fee can be easily calculated and paid.	*
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award, ChargePoint will proactively promote the contract. As the industry leader, ChargePoint has experience deploying large scale programs across North America and have the resources necessary to quickly train staff and partners on new initiatives. Here is an outline of our training approach: + Contract Launch: Appropriate stakeholders from ChargePoint will attend this meeting to learn more about best practices and successful deployments. + ChargePoint Project Team Planning: After the contract launch our ChargePoint project team will immediately develop a training presentation and material for sales management, direct sales team, our marketing team, and our partner network. We will seek Sourcewell's input on our planned presentation prior to performing any training sessions. + Training deployment: We will coordinate training sessions for sales management, direct sales teams, our marketing team, and our partner network. We do these trainings often and typically via webinar. The partner training will be separate from our internal trainings. + Training follow up: o ChargePoint employees: After the initial training we will have follow up webinars with direct sales to make sure this is top of mind. We will share success stories with the team to keep "buzz" going. o Partner: After initial training, we will have follow-up webinars and email campaigns sent to all partners promoting the contract. We will continue to train them on how to leverage this contract within the markets they cover. We currently host several partner trainings throughout the year and will make sure this is a topic. + Website: We will have a link on the "Current Incentives" page on our website to guide Sourcewell members, ChargePoint employees, and partners to learn more about the award.	*

66	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	ChargePoint is well experienced with offering contracted pricing to various public and private entities across the globe. In addition, we operate our business on a world class CRM platform with the ability to easily meet these needs. Upon award, we will leverage our CRM tools to tag any Sourcewell opportunities appropriately, so they receive the contract pricing and terms. If these leads are required to pass through a channel or O&M partner, we will ensure the partner is conforming to any contract requirements as well. As sales are made and shipments are processed all Sourcewell tagged orders will be archived in our CRM system which can easily be queried quarterly for itemized reporting of products and revenue. From this report the Sourcewell administrative fee can be easily calculated and paid.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	ChargePoint is the only global charging solution provider that offers a complete range of AC and DC charging solutions for all vehicle types and charging use cases. Charging Equipment Charging stations must be safe, reliable, easy to use and capable of measuring detailed energy usage and enabling managed charging. In support of this RFP, we propose the following EVSEs designed, engineered, and manufactured by ChargePoint to work seamlessly with our software and service portfolio: 1. ChargePoint CPH50: The Home Flex (CPH50) is a residential charging station to support the single-family home market. It provides up charging up to 12kW all linked with a powerful mobile app. 2. ChargePoint CPF50: The preferred AC Level 2 charging station for most fleet applications that are located at a depot/behind the fence. 3. ChargePoint CT4000: A commercial AC Level 2 charging station with additional features ideal for mixed-use applications including fleets, employee workplace, and public access charging. 4. ChargePoint Express CPE250: DC Fast Charging up to 62.5kw (single) or 125kW (paired). Designed with high availability, serviceability, and universal compatibility in mind. 5. ChargePoint Express Plus: Distributed DC Fast Charging from 200 to 350kW across up to 8 charging dispensers. Designed on a modular basis to scale with vehicles and power needs. Please refer to the attached data sheets for additional information on the proposed charging stations. Charging Software ChargePoint's EV charge management software is designed to provide operational visibility and management of the complete charging ecosystem and to enable fleet operators to reduce operating costs, increase operational efficiency, and deliver on their mission critical needs. ChargePoint's cloud-based software includes a full suite of features to manage stations including a dashboard, manage access control, set pricing, collected driver fees, view real-time vehicle charging status and remote diagnostics, and track and analysis all charging sessions at the site. Software plans are available in 1-to-5-year terms and are tailored to the specific station and use case. Services ChargePoint offers a range of services to support our proposed EV charging solutions. This includes: + Assure/Assure Pro: Optional extended and enhanced warranty providing proactive monitoring, coordinated repairs, full coverage of parts and labor, and an uptime guarantee of 98%. + Professional Services: These ala carte services are available depending on the specifics of a given site deployment and the needs of the customer. Services include modeling, preliminary site design and engineering, project management, installation and commissioning, and training. Prices are available on a per project basis based on the scope of work.	*
68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ChargePoint is proposing to continue to sell charging hardware, software, and services including maintenance and service for all types of charging use cases.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Description / Comments *	
69	Non-network electric vehicle charging hardware	○ Yes ◉ No	ChargePoint does not offer non-networked charging solutions given the importance of a network to enable a more positive driver experience and to enable station owners the ability to remotely monitor and adjust operating parameters to optimize the charging experience.	*
70	Network electric vehicle charging hardware	◉ Yes ○ No	ChargePoint offers the CPF50 and CT4000 level 2 stations for private and mixed-use charging respectively, the CPE250 and Express Plus platform for DC fast charging, and the CPH50 Home Flex for residential level 2 charging.	*
71	Services related to electric vehicle charging hardware (refer to RFP Section II. B. 1. b.)	◉ Yes ○ No	ChargePoint offers final installation, commissioning, and ongoing maintenance services for all proposed charging hardware.	*
72	Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	◉ Yes ○ No	ChargePoint offers preliminary site design and engineering and final installation services. Additional site construction may also be provided by various ChargePoint channel partners and installation partners.	*
73	Network service provider or operator	◉ Yes ○ No	Via the ChargePoint Network	*
74	Charge monitoring, reporting, or billing services	◉ Yes ○ No	Via the ChargePoint Network	*
75	Grid or power management solutions	◉ Yes ○ No	Via the ChargePoint Network	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	Describe the process for installation of your products or services and explain the method of quotation, as applicable.	ChargePoint offers final installation and wiring of all ChargePoint charging stations. Our local and national network of partners across the U.S. and Canada are trained and certified on the installation of our products through our Training and Certification Program. All of our partners have access to licensed electricians which can also provide additional electrical infrastructure construction as necessary to support station installation. Sourcewell members have the option of using their own licensed electrician for installation of ChargePoint stations. ChargePoint has installation manuals and videos available to help facilitate a successful install. In this case, ChargePoint would need to validate the installation prior to activating an Assure warranty for equipment maintenance and support; this is a simple review and approval of the work performed.
77	If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.	ChargePoint uses sub-contractors to provide service, support, installation and validation of charging equipment. ChargePoint has a network of over 40 O&M (operations and maintenance) partners and 2,000 certified installers supporting North America. Our local and national network of partners across the US and Canada are trained and certified on the installation of our products through our Training and Certification Program. To ensure project success, we can work with Sourcewell members and our O&M partner to perform engineering, permitting, and construction services for any type of EVSE. ChargePoint is committed to closely with members to ensure site design, charging station layout, and driver experience meets their desires and expectations.
78	Identify the data collected during the initial installation of your equipment, products, or services. Identify the data collected when your equipment, products, and services are accessed by an end-user.	ChargePoint may use the information we collect from or about you for the following business or commercial purposes, such as uses to: + Process your application to create an account with ChargePoint; + Provide our Service to you, including information, products, and services you request from us that enable you to access our charging stations network; + Process billing functions, including payment of fees; + Notify you of changes to our Website or Service; + Manage and administer your account, including to distinguish between multiple vehicles or users under a single account, and for information regarding charging sessions (e.g., duration, energy consumption, station owner and station data); + Manage and respond to any inquiries, correspondence, concerns or complaints you have sent to us; + Communicate with you regarding the Service; + Enable you to communicate with other users; + Promote and market ChargePoint products and services; + Analyze use of the Service; + Improve any services we provide, and research or develop other products or services; + Keep our Service secure and operational; + Provide value added service, promotions, and pricing; + Fulfill the purposes for which you provided it (such as to help you find a ChargePoint station); + Maintain internal records; + Create or maintain aggregated, anonymized, or de-identified information, which we may use and disclose without restriction; + Investigate, prevent, or take action regarding unlawful or harmful activities, including potential threats to physical safety, potential fraud, and violations of our Terms and Conditions; and/or + Safeguard our and others' rights or property. We may combine any of the information that we collect from you with other information, including information that we obtain from third parties, or with information derived from any other products or services we provide. For example, we may combine personal information you provide us, such as an email address, with information automatically collected about your device.
79	Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	ChargePoint leverages Amazon AWS as our hosting provider, with instances located in the United States, Canada, EU (Germany), and Australia. All data generated through the use of charging stations is stored within the appropriate region. ChargePoint is PCI certified by a 3rd party auditor and has SOC2 Type II certification. We are also in the final stages of completing our ISO 27001 certification, which is expected to be completed by end of May 2021. ChargePoint's primary driver support call center is located in Scottsdale AZ. To provide 24/7 driver support, some driver support calls may be routed to our Amsterdam NL support center.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - ChargePoint_Financial Strength & Stability.pdf - Thursday April 22, 2021 10:42:04
- Marketing Plan/Samples - ChargePoint_Marketing Plan & Samples.zip - Thursday April 22, 2021 10:17:09
- WMBE/MBE/SBE or Related Certificates - ChargePoint_Diversity Policy.pdf - Thursday April 22, 2021 10:33:06
- Warranty Information - ChargePoint_Warranty Information.zip - Thursday April 22, 2021 10:09:14
- Pricing - ChargePoint response to RFP 042221 - Electric Vehicle Supply Equipment and Related Services_Pricing.xlsx - Wednesday April 21, 2021 23:15:02
- Upload Additional Document - ChargePoint response to RFP 042221 - Electric Vehicle Supply Equipment and Related Services_Additional Documents.zip - Thursday April 22, 2021 10:36:46

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sam Ta, Sr. RFP Manager, ChargePoint Holdings, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_EV_Supply_Eqpt_RFP_042221 Thu April 15 2021 05:17 PM	☑	2
Addendum_7_EV_Supply_Eqpt_RFP_042221 Tue April 13 2021 06:10 PM	☑	3
Addendum_6_EV_Supply_Eqpt_RFP_042221 Mon April 12 2021 06:28 PM	☑	2
Addendum_5_EV_Supply_Eqpt_RFP_042221 Tue April 6 2021 08:27 AM	☑	1
Addendum_4_EV_Supply_Eqpt_RFP_042221 Thu April 1 2021 05:07 PM	☑	1
Addendum_3_EV_Supply_Eqpt_RFP_042221 Fri March 26 2021 09:24 AM	☑	1
Addendum_2_EV_Supply_Eqpt_RFP_042221 Mon March 15 2021 06:38 PM	☑	2
Addendum_1_EV_Supply_Eqpt_RFP_042221 Thu March 11 2021 05:32 PM	☑	1

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AMENDMENT #1
TO
CONTRACT # 042221-CPI

THIS AMENDMENT is by and between **Sourcewell** and **ChargePoint, Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Electric Vehicle Supply Equipment and Related Services to Sourcewell and its Participating Entities, effective July 15, 2021, through July 20, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.

2. Article 2. Equipment, Products, or Services Section, B. Warranty is deleted in its entirety and replaced with the following:

   Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and for a period of one year and consistent with Vendor's Parts Only Warranty (the "Warranty") are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

3. Article 6 Participating Entity Use and Purchasing, A. Orders and Payment is deleted in its entirety and replaced with the following:

   To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms as agreed between the Participating Party and Vendor, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

4. Article 8 Report on Contract Sales Activity and Administrative Fee Payment, B. Administrative Fee is deleted in its entirety and replaced with the following:

   In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing.

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Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee. The Vendor will submit payment to Sourcewell of 2% multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

5. Article 11 Liability is deleted in its entirety and replaced with the following:

   Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees, to the extent arising out of the negligent performance of this Contract by the Vendor or its agents or employees or Vendor's willful misconduct; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications

6. Article 21. Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, Section D. Rights to Inventions Made Under a Contract or Agreement is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 9/27/2021 | 7:22 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 9/27/2021 | 7:54 AM CDT

ChargePoint, Inc.

By: DocuSigned by: Rex Jackson AC7507629DCF4EA...
Rex Jackson

Title: CFO

Date: 9/27/2021 | 7:18 AM CDT

REXEL ENERGY SOLUTIONS

CHARGEPOINT PARTNER

Quotation

REXEL ENERGY SOLUTIONS

Quote# FB02374615
Date: 1/18/2023
Expire Date: 2/31/2023

Bill To Address:
City of Fort Bragg
416 N Franklin Street
Fort Bragg, CA 95437

Ship To Address:
City of Fort Bragg Corporation Yard
31301 Cedar Street
Fort Bragg, CA 95437

Note: This Quote is in compliance with Sourcewell Contract #042221-CPI

QTY	Item #	Description	MSRP	Buy Price	Ext MSRP Price	Ext Buy Price
2	CPE250C-625-CCS1- 200A-CHD-CHIP	ChargePoint Express 250 Station (62.5 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed, requires UNIVERSAL-CMT-IMPERIAL, not included. Includes integrated EMV Chip Reader terminal.	$ 54,357	$ 46,203	$ 108,714	$ 92,407
2	CPE250-CMT-IMPERIAL	Concrete Mounting Template used for the base mounting for the CPE250 and Express Plus Stations and is used to align conduits and mounting bolts. This template is to be installed into the foundation before the concrete pad is poured. Imperial Units (feet and inches).. Included with the CPE250. Required for CPE200 swap to CPE250. If replacement CMT is needed, order CPE250-CMT-IMPERIAL-RP	$ -	$ -	$ -	$ -
2	CPCLD-ENTERPRISE-DC-5	5yr Prepaid, DC, Enterprise Cloud Plan	$ 4,799	$ 4,559	$ 9,598	$ 9,118
2	EXPRESS-ASSURE5	5yr Prepaid Assure Plan (per station)	$ 13,650	$ 12,968	$ 27,300	$ 25,935
2	CPE250-COMMISSIONING	***MANDATORY** This service includes on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that the station meets all ChargePoint and local code requirements. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer?s specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express CPE250 station.	$ 900	$ 855	$ 1,800	$ 1,710
2	CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	$ 349	$ 332	$ 698	$ 663
1	CP6021B-80A-L5.5	CP6021, NA, AC Station, 2 x Type 1 Cable, 80A, 1- Phase, 18' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Power Share Jumper, 1YR Parts Warranty	$ 11,100	$ 9,990	$ 11,100	$ 9,990
2	CPCLD-COMMERCIAL-5	5yr Prepaid Commercial Cloud Plan	$ 1,385	$ 1,316	$ 1,385	$ 2,632
1	CP6000-ASSURE-5	5 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	$ 2,470	$ 2,347	$ 1,385	$ 2,347
1	CPSUPPORT-SITEVALID	On-site validation for a customer not using an O&M Partner or self-validating Channel Partner to perform the construction and station installation: used to validate the installation has been performed per ChargePoint published requirements. The on-site validation consists of checking electrical capacity, transformers, panels, breakers, wiring, cellular coverage, and that the station installation meets all ChargePoint published requirements and local codes. A site is defined as a group of stations that are installed within 150 feet of each other. A successful Site Validation is a prerequisite to purchase ChargePoint Assure. CPSUPPORT-SITEVALID is priced for up to 5 stations that exist within the same 150 feet group of stations.	$ 599	$ -	$ 1,385	$ -
1	CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	$ 349	$ 332	$ 349	$ 332
	Note: Cloud, Activation, Assure and Validation Services can only be purchased with proof of hardware purchase. Serial numbers may need to be provided.			TOTAL	$ 163,714	$ 145,133
				Shipping	$ 1,320	$ 1,320
				TOTAL (Excluding Tax)	**$ 165,034**	**$ 146,453**

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the below terms and conditions and that this signed quote shall act as a purchase order.

Signature :

Title :

Name (Print) :

Date:

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact Email :

Requested Ship Date:

All sales are pursuant to our terms and conditions https://www.rexelusainc.com/terms/Rexel%20USA%20Inc.%20Terms%20Conditions%20of%20Sale%20(Rev.%2004-06-2020).pdf
Applicable taxes and freight extra - All Products are subject to manufacturers return conditions.

All product returns subject to Manufacturers Terms & Conditions

THE US GOVERNMENT HAS IMPLEMENTED AN ADDITIONAL AD VALOREM DUTY OF UP TO TWENTY FIVE PERCENT (25%) ON CERTAIN PRODUCTS. REXEL USA IS WORKING WITH MANUFACTURERS AND SUPPLIERS TO UNDERSTAND THE IMPACT OF THIS DECISION, INCLUDING THE SPECIFIC PRODUCTS SUBJECT TO SUCH ADDITIONAL DUTIES AND RESULTING PRICE INCREASES ON THE PRODUCTS IT SELLS.
ACCORDINGLY, ALL ITEMS COVERED BY THIS QUOTATON ARE SUBJECT TO PRICE INCREASES IN EFFECT THROUGH TIME OF SHIPMENT, INCLUDING ANY RESULTING FROM ANY ADDITIONAL AD VALOREM DUTY IMPOSED BY THE US GOVERNMENT. ALL PRODUCTS OR ITEMS SET FORTH ON THIS QUOTATION ARE SUBJECT TO PRICE INCREASES THROUGH TIME OF SHIPMENT UNLESS THIS QUOTATION EXPRESSLY STATES THAT PRICING FOR ANY SUCH PRODUCTS OR ITEMS IS FIRM/FIXED.

City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 23-009

Agenda Date: 2/13/2023 **Version:** 1 **Status:** Passed

In Control: City Council **File Type:** Resolution

Agenda Number: 8C.

Receive Report and Consider Approving the OMNIA Partners Cooperative Purchasing Agreement for the Bainbridge Park Playground Improvements Project, City Project PWP-00096; Authorizing Construction Agreement with Akeff Construction, Inc.; Approving Budget Amendment No. 2022/23-14; Authorizing City Manager to Execute Contract (Amount Not to Exceed $341,279.48, Account No. 419-5031-0731); and Finding the Project Exempt from CEQA under 14 CCR 15301

AGENCY:	**City Council**
MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Public Works**
PRESENTED BY:	**Chantell O'Neal**
EMAIL ADDRESS:	**coneal@fortbragg.com**

AGENDA ITEM SUMMARY

TITLE:
Receive Report and Consider Approving the OMNIA Partners Cooperative Purchasing Agreement for the Bainbridge Park Playground Improvements Project, City Project PWP-00096; Authorizing Construction Agreement with Akeff Construction, Inc.; Approving Budget Amendment No. 2022/23-14; Authorizing City Manager to Execute Contract (Amount Not to Exceed $341,279.48; Account No. 419-5031-0731); and Finding the Project Exempt from CEQA under 14 CCR 15301

ISSUE:

In March 2022, City Council gave direction to proceed with replacement of the playground equipment at Wiggly Giggly Playground in Bainbridge Park. During the summer and fall months, staff worked to engage the public in the equipment selection and planning process. On November 28, 2022, Council accepted the playground layout with minor recommended changes. As the layout was finalized, the City began work with OMNIA Partners to evaluate the use of a cooperative purchasing contract with GameTime for the purchase of the playground equipment. In accordance with Fort Bragg Municipal Code (FBMC) 3.20.030 (F), staff is recommending use of this piggybacking procurement process with OMNIA Partners and Akeff Construction for this project. The Project is exempt from further CEQA review as an alteration of existing facililties under 14 CCR 15301.

ANALYSIS:

The project scope includes purchase of the new playground equipment, demolition and disposal of the existing playground equipment, and installation of the new equipment. OMNIA Partners is a Government Purchasing Cooperative Service and use of this type of procurement on this type of project is consistent with FBMC 3.20.030 (F). The OMNIA service employs cooperative purchasing of the equipment, establishes a capped percentage price for the playground demolition and installation, and leverages an existing competitively bid contract from another government agency for assurances on best pricing.

At the November 28, 2022, Council meeting, staff was directed to find a way to maintain at least the existing number of swings since the proposed layout at that time reduced the number of swings from the ten (10) currently existing, down to six (6) proposed. Staff worked with GameTime to change the selected adult exercise equipment (Figure 1) in order to increase space and offset the costs of the additional swings. The current plan now has twelve (12) swing seats. This was accomplished by making four of the swings tandem swings (Figure 2 and Figure 3).

The final site plan (Attachment 3) shows the final proposed layout for this project. The existing concrete pathways, benches, wood mulch, and other complimentary features in the playground area are proposed to stay. The demolition will consist of displacing the wood mulch, removal of old equipment and installation of new equipment.

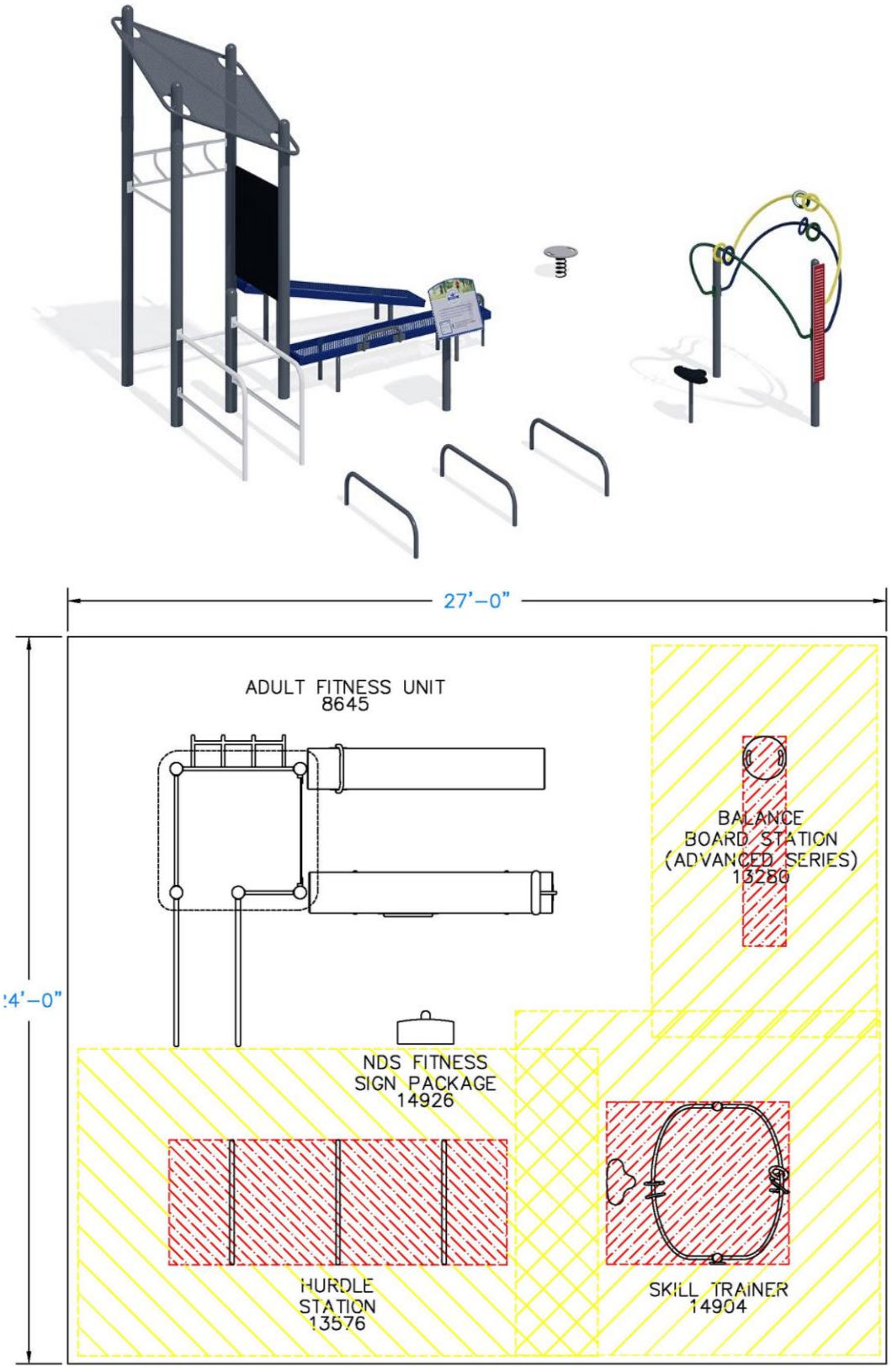


Figure 1 (a &b) Prime Mover - Selected All Level Fitness Equipment



Figure 2: Tandem Expression Swings



Figure 3 Adaptive Expression Swings

RECOMMENDED ACTION:

Adopt resolution accepting use of OMNIA Partners Government Cooperative Purchasing Contract to purchase equipment from GameTime and construction services agreement with Akeff Construction Inc. for the Playground Replacement Project and approving Budget Amendment 2022/23-14.

ALTERNATIVE ACTION(S):
Refuse the cooperative purchasing contract and put the project to bid instead.

FISCAL IMPACT:
This project will be funded by the following three different source funds.

1. The City was awarded $177,952 from the Prop 68 State Parks Per Capita Grant, and the State allocated these funds for either the playground or the soccer fields. In March 2022, Council programmed the Per Capita funds for the soccer fields (Resolution 4527-2022). The soccer field project remains viable but is delayed due to two failed bids due to excessive project costs. The soccer field project is back on the drawing board to determine other options for reducing costs and evaluating upcoming potential funding sources, including an upcoming Clean California Grant solicitation. Since the Per Capita funds do expire (Dec 2024), and this is an eligible project with a budget shortfall, staff is recommending their use.

2. The City was awarded $25,000 from the State Farm Grant last summer. These funds were programmed and budgeted for use in this project by Council in September 2022 via Resolution 4586-2022.

3. The Capital Improvement Project budget in the FY 22/23 was for $200,000 from the facilities fund.

The project total is $341,279.48, and the total budget available (with the three sources described above is $402,952. Budget Amendment 2022/23-14 (Attachment 4) is needed to re-program the Per Capita Funding as proposed in the resolution.

Playground Equipment		
Playground Equipment	$	368,875.00
GameTime Grant	$	(131,333.46)
Freight	$	19,881.13
Tax	$	21,081.81
Subtotal	**$**	**278,504.48**
Removal and Installation		
Installation	$	48,925.00
Removal	$	13,850.00
Subtotal	**$**	**62,775.00**
Total	**$**	**341,279.48**

GREENHOUSE GAS EMISSIONS IMPACT:
There will be a short-lived increase of greenhouse gas emissions during both the manufacturing of the playground equipment and the construction from equipment necessary for the performance of the work. All Air Quality Management District best management

practices for minimizing greenhouse gas emissions during construction will be incorporated into the daily activities of this project.

CONSISTENCY:
Renovating the Wiggly Giggly Playground would carry out the vision of the Bainbridge Park Master Plan. Additionally, park improvements would be consistent with the following General Plan policies:

- **Policy OS-9.3:** Recreational Facilities: Provide recreational facilities to meet the needs of all Fort Bragg citizens, especially children and teenagers.

- **Program OS-9.3.1:** Consider teen recreation needs when planning new or redesigned parks.

- **Policy OS-9.4:** Playground Facilities: Add or upgrade playground facilities at existing neighborhood parks.

- **Program OS-9.4.1:** Provide additional playground facilities and basketball courts at appropriate locations within neighborhoods.

- **Goal OS-10:** Develop park and recreation facilities with the coordination of other agencies and the public.

- **Policy OS-10.4**: Public Participation: Actively solicit public participation in the selection, design, and facilities planning for existing and future park sites.

IMPLEMENTATION/TIMEFRAMES:
Award Contract – February 13, 2023
Shipping – 12 – 14 week lead-time
Start Construction – May 2023
Complete Construction – July 2023

ATTACHMENTS:
1. Resolution
2. Reso Exhibit A – Budget Amendment
3. Reso Exhibit B – Project Design Site Plan
4. OMNIA Partners Contract 2017001134
5. GameTime Contract Quote
6. Construction Contract

NOTIFICATION:
1. Kelly Oakes, MRC/GameTime Rep
2. Jeff & Karen Green, Akeff Construction
3. Charissa Ricker, OMNIA Partners

RESOLUTION NO. ____*-2023*

Resolution of the Fort Bragg City Council Approving the OMNIA Partners Cooperative Purchasing Agreement for the Bainbridge Park Playground Replacement Project, City Project No. PWP-00096; Authorizing Construction Agreement with Akeff Construction, Inc.; Approving Budget Amendment No. 2022/23-14; Authorizing City Manager to Execute Contract (Amount Not to Exceed $341,279.48, Account No. 419-5031-0731); and Finding the Project Exempt from CEQA under 14 CCR 15301

WHEREAS, in accordance with Fort Bragg Municipal Code (FBMC) 3.20.030 (F), a cooperative purchasing contract through OMNIA Partners is to be used for procurement of the Playground Replacement Project, City Project No. PWP-00096 (the "Project")**;** and

WHEREAS, the City of Fort Bragg is an OMNIA Partners member; and

WHEREAS, OMNIA Partners is a Government Purchasing Cooperative Service used for procurement on Public Works contracts; and

WHEREAS, using the OMNIA Cooperative Purchasing Service ensures competitive purchasing price for the equipment, establishes a capped percentage price for the construction, and leverages an existing competitively bid contract from another government agency; and

WHEREAS, OMNIA Partners Contract 2017001134 will be leveraged for demolition and disposal of existing equipment and the purchase and installation of new equipment from GameTime as supplier and Akeff Construction as Contractor; and

WHEREAS, Budget Amendment 2022/23-14 is needed to appropriate funds from State Department of Parks and Recreation Per Capita Grant (Account No. 329-7999-0799) in the amount of $177,952.00 to the Playground Project Account No. 419-5031-0731 to cover cost of improvements; and

WHEREAS, the City Council finds that the Project is exempt from further CEQA review under 14 CCR 15301 because the project entails alteration of existing facilities; and

WHEREAS, based on all the evidence presented, the City Council finds as follows:

1. The OMNIA Partners Contract 2017001134 complies with Public Works project procurement.
2. Akeff Construction, the contractor responsible for demolition and installation has the proper licenses to complete the Project.
3. GameTime has an excellent record of providing quality commercial play equipment.
4. Budget Amendment No. 2022/23-14 (Exhibit A) is necessary to ensure sufficient funds are available to fully build the Project.
5. The foregoing recitals are true and correct and are made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby accept the design of the project (Exhibit B); and

BE IT FURTHER RESOLVED that this Project is exempt from CEQA, 14 CCR Section 15301(d) which allows for restoration or rehabilitation of deteriorated facilities; and

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby approve Budget Amendment No. 2022/23-14 amending the FY 2022/23 Budget to appropriate $177,952.00 from Account No. 329-7999-0799 to Account No. 419-5031-0731; and

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby accept the OMNIA Partners Cooperative Purchasing Agreement for the Bainbridge Park Playground Improvements and the Construction Agreement with Akeff Construction, Inc., Project PWP-00096, and authorize the City Manager to execute the contracts (Amount Not to Exceed $341,279.48; Account No. 419-5031-0731).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember_____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13th day of February, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

_____
BERNIE NORVELL
Mayor

ATTEST:

_____
June Lemos, MMC
City Clerk

BUDGET AMENDMENT FY 2022/23

Budget Adjustment #: 2022/23-14

Budget FY: FY 2022/23

Account Description	Account #			FY 22/23 Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt	Description
Expenditures								
Construction - BP Wiggly Giggly	419	5031	0731	$ 200,000	**$ 202,952**		$ 402,952	CIP-Wiggly Giggly
Construction - BP Soccer Fields	425	4874	0731	$ 177,952	**$ (177,952)**		$ -	CIP reduce funding
Total Expenditures				$ 377,952	**$ 202,952**	$ -	$ 402,952	
Transfer from other Funds	419	7999	7999	$ -	**$ 177,952**		$ 177,952	Wiggly Giggly- BainBridge
Transfer from other Funds	425	7999	7999	$ 177,952	**$ (177,952)**		$ -	Soccer Fields- BainBridge
Total Revenues						**$ -**	**$ -**	

Reason for Amendment:

RESOLUTION # :

Funding Source:
State Farm Grant: $25,000
Prop 68 State Parks Grant: $177,952

Authorization:

		Signature:	Date:
Requested By:			
Approval:	Isaac Whippy		
Finance Use:	Adriana Moreno Ramos		

Attach copies of Resolution or other documentation

City of Fort Bragg Playground



City of Fort Bragg Playground



City of Fort Bragg Playground



City of Fort Bragg Playground



City of Fort Bragg Playground



City of Fort Bragg Playground

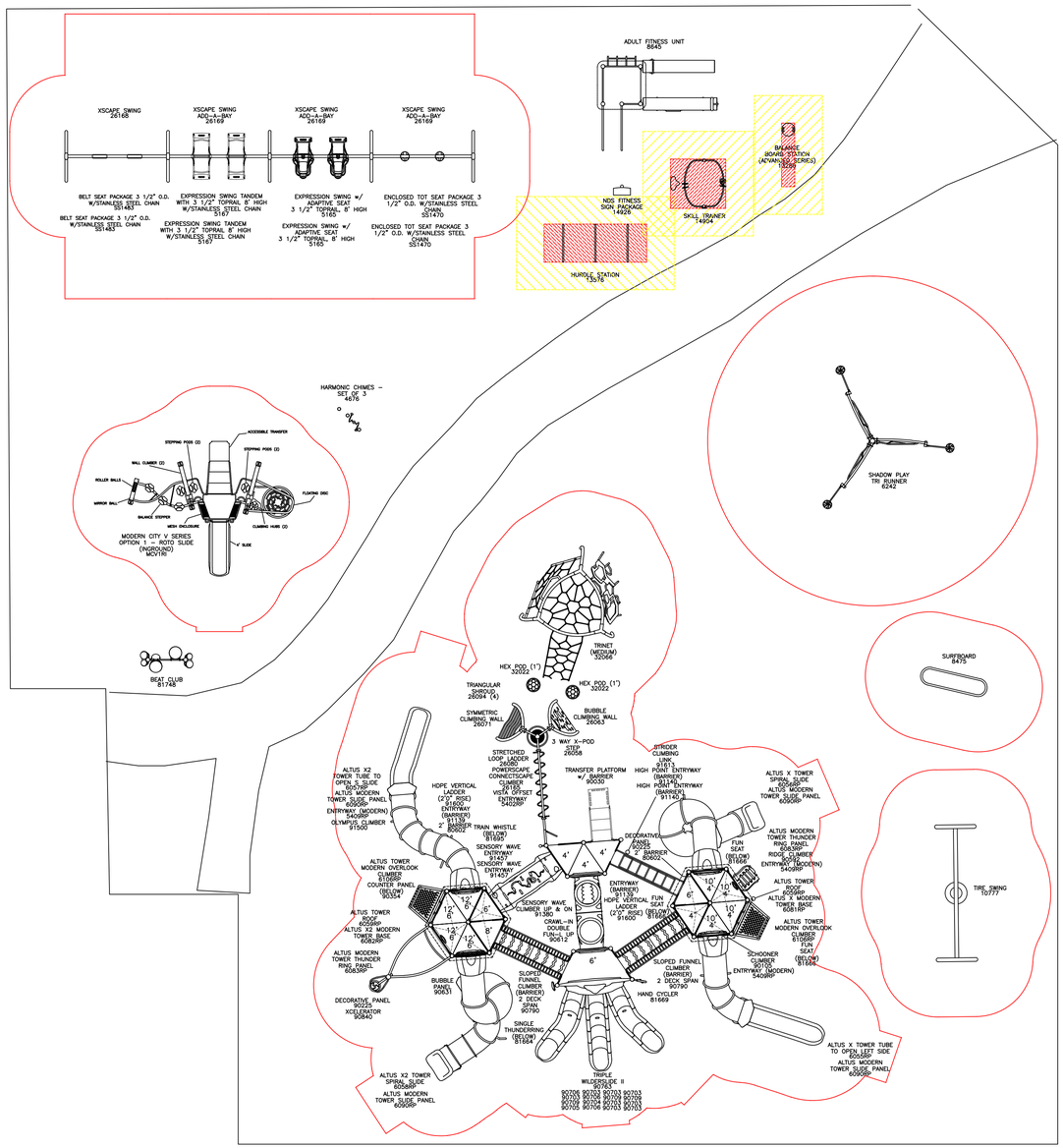


City of Fort Bragg Playground



City of Fort Bragg Playground





GameTime® A PLAYCORE Company

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

FORT BRAGG PLAYGROUND
FORT BRAGG, CA

Representative
KELLY OAKES - MRC

This play equipment is recommended for children ages
5 - 12

Minimum Area Required:

Scale:
This drawing can be scaled only when in an 36" x 48" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
KO/es

Date:
12.06.22

Drawing Name:
FtBragg_120622

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

Acceptance:	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
Affiliates:	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
Biodegradable:	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
Charlotte Business Inclusion (CBI):	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
Charlotte Combined Statistical Area (CSA):	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
City:	Refers to the City of Charlotte, North Carolina.
Company:	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
Company Project Manager:	Refers to a specified Company employee representing the best interests of the Company for this Contract.
Contract:	Refers to a written agreement executed by the City and Company for all or part of the Services.

Deliverables:	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
Documentation:	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
Environmentally Preferable Products:	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
Lead Public Agency:	Refers to the City of Charlotte, North Carolina.
Master Agreement:	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
Minority Business Enterprise/MBE:	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
Participating Public Agency:	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
Products:	Refers to all Products that the Company agrees to provide to the City as part this Contract.
Services:	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM**. The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

8. **PRICE ADJUSTMENT.**

8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING**. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. CONTRACT MONITORING: The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

11. REPORTING: The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. AUDIT: During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. **GENERAL WARRANTIES**. Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;

13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS: All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME: When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY. Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. DESIGN AND/OR MANUFACTURER REQUIREMENT: All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.

19. INSPECTION AT COMPANY'S SITE: The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. PREPARATION FOR DELIVERY:

20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).

20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.

21. ACCEPTANCE OF PRODUCTS/SERVICES: The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. GUARANTEE: Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. NO LIENS: All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

24. MANUFACTURER OR DEALER ADVERTISEMENT: No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. RIGHT TO COVER: If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

(A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and

(B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.

26. RIGHT TO WITHHOLD PAYMENT: If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

27. OTHER REMEDIES: Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

28. TERMINATION.

29.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

29.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

29.8.3 Performing the transition service plan activities;

29.8.4 Answering questions regarding the products and services on an as-needed basis; and

29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

29. NO DELAY DAMAGES: Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.

30. MULTIPLE CONTRACT AWARDS. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

31. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

32. INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, it's subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

(1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;

(2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and

(3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

33. INSURANCE. Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

(A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident; and, $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate.

(B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

(C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
2) inadequate supervision;
3) Negligence (other than negligence of the Company or its subcontractors);
4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. COMPANY WILL NOT SELL OR DISCLOSE DATA. The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

36. WORK ON CITY'S PREMISES. The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.

37. BACKGROUND CHECKS: The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

a. Criminal records search,

b. Identification verification; and

c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	**For The City:**
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	**With Copy To:**
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. SUBCONTRACTING: The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. FORCE MAJEURE: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

A. could not have been prevented by reasonable precaution;
B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 CONFIDENTIALITY.

42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

42.3 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

42.5 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.

42.6 Citizen or employee social security numbers collected by the City.

42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

42.8 Local tax records of the City that contains information about a taxpayer's income or receipts.

42.9 Any attorney / client privileged information disclosed by either party.

42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.

42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.

42.13 Billing information of customers compiled and maintained in connection with the City providing utility services

42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

44. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

44.1 Was already known to Company prior to being disclosed by the City;

44.2 Was or becomes publicly known through no wrongful act of Company;

44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;

44.4 Was used or disclosed by Company with the prior written authorization of the City;

44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;

44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

45. MISCELLANEOUS

45.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

45.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

45.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

45.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.

45.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

45.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

45.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

45.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

45.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

45.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 4.3	"Employment Taxes and Employee Benefits"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 28	"Other Remedies"
Section 29	"Termination"
Section 33	"Insurance"
Section 34	"Indemnification"
Section 39	"Notices"
Section 42	"Confidentiality"
Section 45	"Miscellaneous"

45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS
By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards *contained in Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.
This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: Robert V. Barron

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: Randy A. Harrington

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY:

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

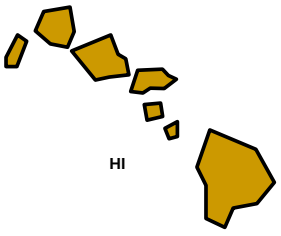
DATE: 5/11/17

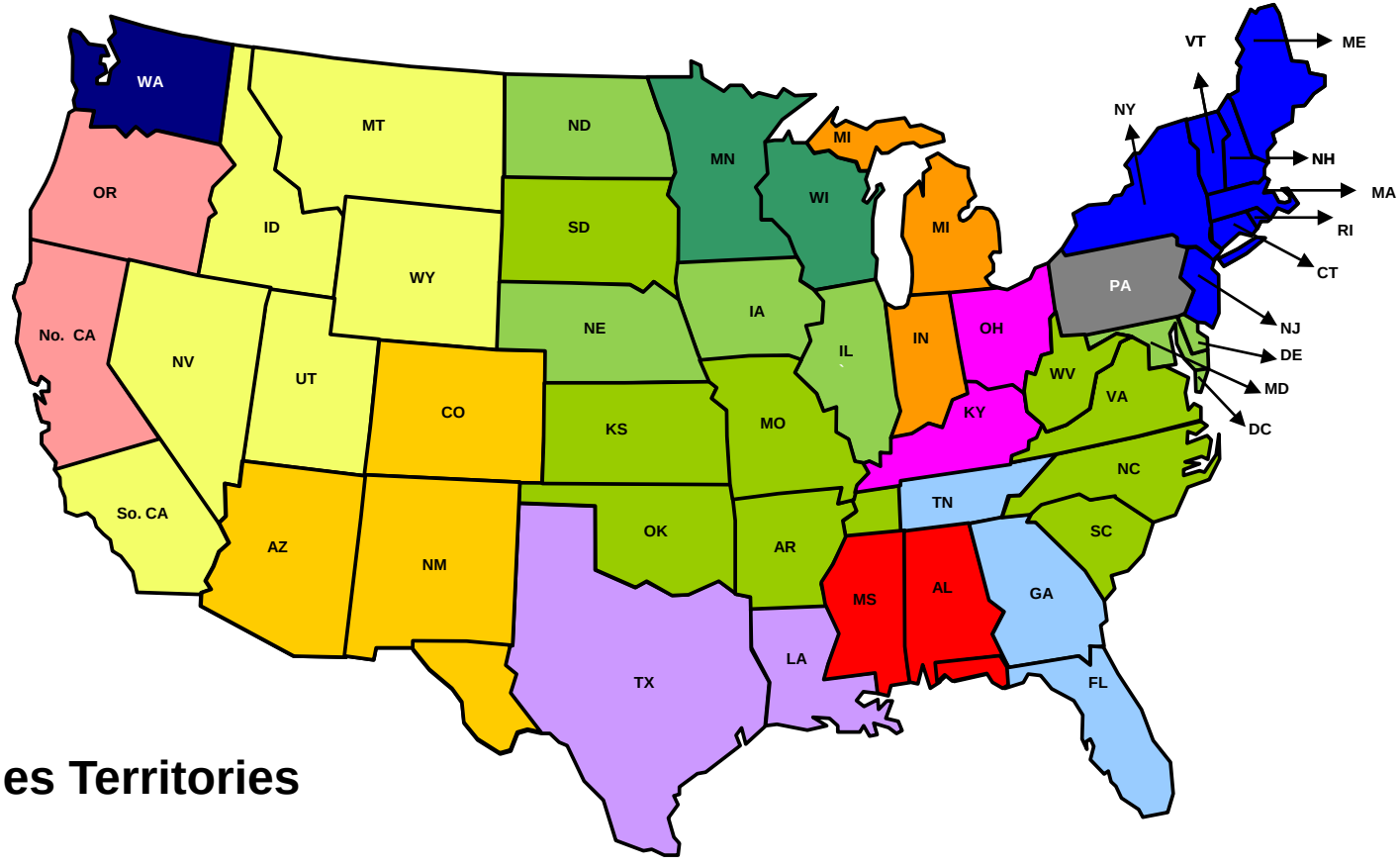
EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

GameTime®
A PLAYCORE Company

150 PlayCore Drive SE
Ft Payne, AL 35967
(800) 633-2394





GameTime Sales Territories

PA

Bitting Recreation, Inc.
PO Box 6445
Harrisburg, PA 17112-0445
Tel: (800) 248-8464
Fax: (717) 652-5826
Website: www.bittingrec.com

AR KS MO NC OK SC VA WV

Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

IA NE ND SD

Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

IL

Cunningham Recreation
2135 City Gate Lane, Suite 300
Naperville, IL 60563
Tel: (800) 942-1062
Fax: (630) 554-3750
Website: www.cunninghamrec.com

DE MD DC

Cunningham Recreation
PO Box 487
Queenstown, MD 21658
Tel: (800) 233-0529
Fax: (410) 827-8855
Website: www.westrecreation.com

FL GA TN

Dominica Recreation Products, Inc.
PO Box 520700
Longwood, FL 32752-0700
Tel: (800) 432-0162
Fax: (407) 331-4720
Website: www.drpinc.com

CA ID MT NV UT WY

Great Western Recreation
PO Box 97
Wellsville, UT 84339
Tel: (800) 453-2735
Fax: (435) 245-5057
Website: www.gwpark.com

MA ME NJ NY CT RI VT NH

Marturano Recreation Co.
PO Box 106
Spring Lake, NJ 07762
Tel: (800) 922-0070
Fax: (732) 974-0226

No. CA OR

MRC-Pacific
1030-B Railroad Avenue
Novato, CA 94947
Tel: (415) 899-9996
Fax: (415) 899-9050
Website: www.gametimenorcal.com

MN WI

Minnesota/Wisconsin Playground, Inc.
PO Box 27328
Golden Valley, MN 55427
Tel: (800) 622-5425
Fax: (763) 546-5050
Website: www.mnwiplay.com

MI IN

Sinclair Recreation
128 E. Lakewood Blvd
Suite 40
Holland, MI 49424
Tel: (800) 444-4954
Fax: (616) 392-8634
Website: www.sinclair-rec.com

AK WA

SiteLines Park & Playground Products
626 128th Street, S.W.
Suite 104-A
Everett, WA 98204
Tel: (800) 541-0869
Fax: (425) 347-3056
Website: www.sitelines.com

LA TX

Total Recreation Products
12022 C. Knigge C Rd, Suite C
Cypress, TX 77429
Tel: (800) 392-9909
Fax: (832) 237-3895

AZ CO NM TX

Triple M Recreation
4638 East Shea Blvd.
Suite B-170
Phoenix, AZ 85028
Tel: (480) 315-9103
Fax: (480) 315-9991
Website: www.triplemrec.com

AL FL MS

J.A. Dawson & Co., Inc.
PO Box 1178
Pelham, AL 35124
Tel: (800) 221-8869
Fax: (205) 663-5012

KY OH

David Williams & Associates, Inc.
PO Box 218
1010Harrison Avenue
Harrison, OH 45030
Tel: (800) 762-7936
Fax: (330) 821-4505
Website: www.davidwilliamsassociates.com

HI

IPR, Inc.
1481 South King Street
Suite 226
Honolulu, HI 96814
Tel: (808) 845-7788
Fax: 808) 952-5501
Website: www.innovativeplaygroundsandrecreation.com

GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc.	P. O. Box 6445, Harrisburg, PA 17112	800-248-8464
Randy Bitting	www.bittingrec.com	717-652-5826
	W. PA	
Cunningham Associates	P. O. Box 240981 Charlotte, NC 28224	800-438-2780
Scott Cunningham	www.cunninghamrec.com	704-525-7356
	AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, SC, VA, W. TN, WV	
J. A. Dawson & Co., Inc.	P. O. Box 1178 Pelham, AL 35124	800-221-8869
Craig Struthers	www.jadawsonco.com	205-663-5058
	AL, FL Panhandle, MS	
Dominica Recreation Products, Inc.	P. O. Box 520700 Longwood, FL 32752	800-432-0162
Rob Dominica	www.playdrp.com	407-331-4720
	FL (ex: Panhandle), GA, East/Central TN	
Great Western Recreation, LLC	P. O. Box 97 Wellsville, UT 84339	800-453-2735
Tyler Kyriopoulos	www.gwpark.com	435-245-5057
Lewis Painter	ID, MT, NV, UT, WY, S. CA	
IPR	1481 S. King St., S-226, Honolulu, HI 96814	808-845-7788
Gideon Naiditch	www.ipr-hawaii.com	808-952-5501
Ian Ross	HI	
Marturano Recreation Co., Inc.	P. O. Box 106 Spring Lake, NJ 07762	800-992-0070
Jim Marturano	www.mrcrec.com	732-974-0226
Brian Gates	MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	
Minnesota Wisconsin Playgrnd,Inc	P. O. Box 27328 Golden Valley, MN 55427	800-622-5425
Harlan Lehman	www.mnwiplay.com	763-546-5050
Ron Lehman	MN, WI	
Sinclair Recreation, LLC	P. O. Box 1409 Holland, MI 49422	800-444-4954
Diane Sinclair	www.sinclair-rec.com	616-392-8634
Rich Sinclair	IN, MI	
Sitelines Park & Playground	626 128th St., SW, S-104A, Everett, WA 98204	800-541-0869
Gary Max	www.sitelines.com	425-750-7493
	AK, WA	
Total Recreation Products	17802 Grant Road, Cypress, TX 77429	800-392-9909
Bryan O'Conner	www.totalrecreation.net	281-351-2493
Kelly O'Conner	LA, TX	
Triple M Recreation, Inc.	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255	480-315-9103
Gene Everts	www.triplemrec.com	480-315-1311
Patti Everts	AZ, CO, NM, W. TX	
David Williams & Associates	P. O. Box 208, Harrison, OH 45030	800-762-7936
Bob Greiwe	www.davidwilliamsassociates.com	330-821-4505
David Williams	OH, KY	

b

Bitting - Bramble Landscapes, LLC. - Bramble, Mark

586 Sterling Drive
Sarver, Pa. 16055
Bus: (724) 859-0958
Home: 2018
Mobile: (724) 859-0958
E-mail: bramble.landscapes@gmail.com

Bitting - Playground Pros (Hartzell, Lowell)

154 N. Sheridan Road
Newmanstown, PA 17073
Bus: (610) 589-1769
Home: 2018
Mobile: (610) 413-9832
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Cunningham - Carlson Consulting and Contracting

1150 Prospect Blvd.
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Home: 2016
Mobile: (319) 415-8365
Bus Fax: (319) 234-8965
E-mail: landrn1@msn.com

Cunningham - Cedar Creek Run Construction - Stanley, Bill

24072 Zachery Taylor Hwy.
Culpeper, Va. 22701
Bus: (877) 640-9811 / (540) 364-9811
Home: 2016
Mobile: (703) 244-5991
Bus Fax: (540) 825-3445
E-mail: bstanley@ccrconstructionllc.com

Cunningham - CLS Outdoor Services

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Atoka, TN 38004
Bus: (901) 428-8836
Home: 2018
Mobile: (901) 428-8836
Bus Fax: (901) 475-0015
E-mail: Chris@clsoutdoorservices.com

Cunningham - Custom Park Services

8019 E. Old Jessup Road
PO Box 1098
Jessup, MD 20794
Bus: (410) 799-7745 or 877-799-7745
Home: 2017
Mobile: (410) 365-0502
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E-mail: cpsmike@comcast.net

Cunningham - Custom Playgrounds

9957 N. Alpine Road, Suite 100
Machesney Park, Il. 61115
Bus: (815) 708-8540
Home: 2016
Mobile: (815) 505-0500
Bus Fax: (779) 423-2033
E-mail: mbk5977@hotmail.com

Cunningham - D C Install, LLC.

503 Niagara
E. Alton, Illinois 62024
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Cunningham - D G Services, Inc. (Layne, Kevin)

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Cunningham - Elanar Construction Company

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Cunningham - Fuertes Systems Landscaping, Inc

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Plainfield, Il. 60544
Bus: (815) 725-2959
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Mobile: (847) 312-9393
Bus Fax: (815) 725-3165
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Cunningham - G.L. Stone and Son, Inc. - Gilkerson, Leondis

24 First Street
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Cunningham - Grass roots, Inc.

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Davidsonville, MD 21035
Bus: (410) 721-1093
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Cunningham - Green-Up Landscape, Inc.

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Cunningham - IDE Construction (Turner, Michael)

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Cunningham - Jones & Sons Contracting

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Cunningham - Kay Jay Construction, Inc.

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Cunningham - Massanelli Construction, Inc.

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Cunningham - Moore Recreational Products, Inc.

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Cunningham -Hyde Construction (Hyde, John)

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E-mail: cstruthers@jadawsonco.com

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Dominica - John Fitzgerald, Inc.

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Bus: (407) 323-8822
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Mobile: (407) 920-2256
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Dominica Recreation Products - Copponex Group LLC (Copponex, Glen)

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Mobile: (770) 846-2120
E-mail: greg@copponexgroup.com

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Mobile: (678) 234-7489
Bus Fax: (886) 536-5244
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Dominica Recreation Products - Pelican Playground Maintenance LLC (De Armond, William)

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E-mail: csconstruction@bak.rr.com

Great West Park and Play - California Landscape & Design, Inc. (Kammerer, Steve)

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Upland, CA 91786
Bus: (909) 949-1601
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Mobile: (909) 215-7439
Bus Fax: (909) 981-9368
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Great West Park and Play - Childs Play

1852 Langley Ave
Irvine, CA 92614
Bus: (949) 252-1186
Home: 2017
Mobile: (714) 709-1782
E-mail: chris@childsplaygrounds.com

Great West Park and Play - Cicero Engineering, Inc.

1372 E. Valencia Drive
Fullerton, Ca. 92831
Bus: (714) 871-2800
Home: 2017
Mobile: (562) 762-5147 Frank Cicero
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E-mail: fcicero@ciceroengineering.com

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E-mail: doug@coastalparkandrec.com

Great West Park and Play - Distinctive Exteriors, Inc. - Aikens, Phil

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Mobile: (702) 286-7091
E-mail: phil@vegasexteriors.com

Great West Park and Play - Evans Recreation Installation, Inc.

P.O. Box 42607
Las Vegas, Nevada 89116
Bus: (702) 271-8170
Home: 2016
Mobile: (702) 271-8170
Bus Fax: (702) 926-9685
E-mail: doug.e@evansrecreation.com

Great West Park and Play - Evergreen Environment, Inc. (Sandoval, Juan)

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Home: 2018
Mobile: (951) 337-1757
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E-mail: juan@evergreenenvironment.net

Great West Park and Play - Fullmer Brothers Landscape Maintenanc, Inc. (Newbold, Craig)

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Home: 2018
Mobile: (801) 671-6257
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Great West Park and Play - Garden Shop Nursery Landscaping

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Home: 2018
Mobile: (775) 221-0935
Bus Fax: (775) 358-3084
E-mail: gslmike@sbcglobal.net

Great West Park and Play - Great Western Installations - Olson, Derek

Great Western Installations
PO Box 97
Wellsville, Ut. 84339
Bus: (800) 453-2735
Home: 2017
Mobile: Steve (435) 760-5100 / Derek (858) 337-9195
Bus Fax: (435) 245-5057
E-mail: steve@gwpark.com

Great West Park and Play - K.C. Equipment

413 S. Magnolia Ave.
El Cajon, CA 92020
Bus: (619) 443-9730
Home: 2013
Bus Fax: (619) 443-9729
E-mail: info@kcequipmentinc.com

Great West Park and Play - Linnert Builders

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Home: 2018
Mobile: (714) 606-4951
Bus Fax: (714) 974-4393
E-mail: blinnert@socal.rr.com

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Great West Park and Play - Malibu Pacific Tennis Courts, Inc.

31133 Via Colinas, Suite 107
Westlake Village, CA 91362
Bus: (818) 707-3797
Home: 2013
Mobile: (818) 991-7445
Bus Fax: (818) 706-1951
E-mail: phil@malibupacific.com

Great West Park and Play - Play Foundations, Inc. (Cox, jack)

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Vista, CA 92083
Bus: 17602958645
Home: 2018
Mobile: 17604209689
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Great West Park and Play - PSI

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Thousand Oaks, CA 91360
Bus: (805) 494-3401
Home: 2018
Mobile: (818) 618-2333
Bus Fax: (805) 494-3343
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Great West Park and Play - Quality Time Recreation

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673 W. 1860 N.
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Home: 2018
Mobile: (801) 718-5367
Bus Fax: (801) 728-3558
E-mail: qtrec@comcast.net

Great West Park and Play - Rasco Construction, Inc.

6588 West 10900 North
Highland, Utah 84043
Bus: (801) 360-1723
Home: 2018
Mobile: (801) 360-7123
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E-mail: Tylertdr@yahoo.com

Great West Park and Play - Recreation Installation

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Marturano - California Playground Builders

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Santa Clara, Ca. 95054
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Mobile: (408) 438-2141
Bus Fax: (408) 748-1128
E-mail: jeff@built2play.com

Marturano - Central Jersey Landscaping, Inc.

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Home: 2018
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E-mail: Chaddah@aol.com

Marturano - Community Playgrounds, Inc.

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Vallejo, Ca. 94589
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Bus Fax: (415) 892-3132
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Stowe, Pa. 19464
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E-mail: curriegrove@aol.com

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Bergenfield, NJ 07621
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Marturano - Harris Fence Corp. (Harris, Jim)

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Marturano - Horizon Concepts, Inc.

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Bus: (631) 271-1963
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E-mail: jhines@horizonconceptsinc.net

Marturano - Kamback Bros. LLC (Kamback, Greg)

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Brick, NJ 08723
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Marturano - Kel-Tech Construction, Inc. - Kelleher, Vincent

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Queens, N.Y. 11691
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Marturano - Kidzzplay Installation Services

126 Covered Bridge Road
Warwick, N.Y. 10990
Bus: (800) 851-7748
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E-mail: cs@kidzzplay.com

Marturano - Lobo Construction Services, Inc.

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East Patchoeve, NY 11772
Bus: (631) 286-6184
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Mobile: (516) 807-8462
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Marturano - M & M Site Improvement, Inc. (Mcpherson, Robert)

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New Rochelle, NY 10805
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E-mail: mscott1299@hotmail.com

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Marturano - Shawn T. Gardner Builders

2882 Robert Court
Redding, CA 96002
Bus: (530) 222-2771
Home: 2015
Mobile: (530) 945-2041
Bus Fax: (530) 222-3269
E-mail: gardner7878@sbcglobal.net

Marturano - Silagy Contracting, LLC.

614 Old Post Road
Edison, NJ 08817
P.O. Box 1096
Edison, N.J. 08817
Bus: (732) 287-5544
Home: 2018
Mobile: (732) 921-0780
Bus Fax: (732) 287-8978
E-mail: rsilagy@silagycontracting.com

Marturano - TAJ Assoc

335 Clifton Ave,
Staten Island, NY 10305
Bus: (718) 415-4555
Home: 2018
Mobile: (917) 577-8274
Bus Fax: (718) 442-2567
E-mail: tajassociatesusa@gmail.com

Marturano - Tec-Con Contractors, Inc.

9 Dodd Street
East Orange, NJ 07017
Bus: (973) 674-9191
Home: 2011
Bus Fax: (973) 674-2834
E-mail: Tec_Con@comcast.net

Marturano - Titan Development, Inc.

8534 Seaman Rd
Gasport, NY 14067
Home: 2018
Mobile: (716) 913-5957
E-mail: bjvbwood@yahoo.com

Marturano - Whirl Construction

187 Main Street,
P.O. Box 110
Port Monmouth, NJ 07758
Bus: (732) 495-3715
Home: 2017
Mobile: (732) 496-5706
Bus Fax: (732) 495-6133
E-mail: info@whirlconstruction.net

Marturano - Who Built Creative Builders

80 Alta Dr.
Petaluma, CA 94954

P.O. Box 5207
Petaluma, CA 94955
Bus: (707) 763-6210
Home: 2017
Mobile: (707) 696-7734
Bus Fax: (707) 658-2513
E-mail: jana@whobuilt.biz

Minnesota&Wisc. - C.K.&C. Installation, Inc.

12735 - 274th Circle
Zimmerman, MN 55398
Bus: (763) 856-5293
Home: 2018
Mobile: (763) 244-0188
Bus Fax: (763) 856-0536
E-mail: tucker@izoom.net

Minnesota&Wisc. - Southern Coating Systems

8960 205 St. West #432
Lakeville, MN 55044
Bus: (952) 469-3439
Bus Fax: (952) 469-3430
E-mail: scssafetup@frontiernet.net

s

Sinclair Recreation - G & C Contracting, LLC. - Krohn, Geoff

16801 S. Mill Creek Rd.
Noblesville, In. 46062
Bus: (317) 694-4373
Home: 2016
Mobile: (317) 694-4373
Bus Fax: (317) 770-7482
E-mail: gandccontract@comcast.net

Sinclair Recreation - Michigan Recreational Construction, Inc.
Sheffer, Craig A.

P.O. Box 2127
Brighton, MI 48116

1019Victory Drive
Howell, Mi. 48843
Bus: (517) 545-7122
Home: 2016
Mobile: (313) 806-8406
Bus Fax: (517) 545-7144
E-mail: craig@buildingfun.com

s

Sinclair Recreation - Play Builders LLC

128 E. Lakewood Blvd
Suite 40 B
Holland, MI 49424
Bus: (616) 218-1053
Home: 2011
Mobile: (616) 218-1053
Bus Fax: (616) 994-0345
E-mail: rich@sinclair-rec.com

Sinclair Recreation - Pro Installation Plus, Inc.

60-B W.Terra Cotta Avenue #185
Crystal Lake, IL 60014
Bus: (815) 479-7220
Home: 2017
Bus Fax: (815) 479-7221
E-mail: playinstal@aol.com

Sinclair Recreation - Rent A Son

2294 S. Hickory Ridge Road
Milford, Mi. 48380-1920
Bus: (989) 233-3210
Home: 2018
Mobile: (989) 233-3210
E-mail: wuerf3@aol.com

Sitelines - Cascade Mini Excavating, Inc.

1266 Bay Loop S.W.
Tumwater, Wa. 98512
Bus: (360) 556-3552
Home: 2018
Mobile: (360) 556-3544
E-mail: install@cmeplay.net

Sitelines - G.R. Morgan Construction

10536 S.W. 25th Avenue
Portland, OR 97219
Bus: (503) 452-4268
Home: 2018
Mobile: (503) 803-4802
Bus Fax: (503) 245-4872
E-mail: geo_morgan@msn.com

Sitelines - L.W. Sundstrom, Inc.

P.O. Box 893
Ravensdale, Wa. 98051
Bus: (206) 730-8901
Home: 2017
Mobile: (206) 730-8901
Bus Fax: (425) 413-2533
E-mail: len@lwsundstrom.com

Sitelines - Picture Perfect Playgrounds Stoddard, Curtis

P.O. box 807
Ashton,ID 83420
Bus: (208) 652-3284
Home: 2016
Mobile: (208) 521-0161
Bus Fax: (208) 652-3285
E-mail: bookkeeper@pictureperfectplaygrounds.com

Sitelines - Precision Recreation Contractors, Inc.

6821 S.E. Johnson Creek BLVD.
Portland, OR 97206
Bus: (503) 788-4002
Home: 2018
Mobile: (503) 572-8248
Bus Fax: (503) 788-4003
E-mail: ed@precisionrecreation.com

Sitelines - Proexc, LLC (Kyllonen, James)

P.O. box 2803
Battleground, WA 98604
Bus: (360) 666-9276
Home: 2018
E-mail: office@proexcllc.com

Sitelines - Prosser & Sons

North 5544 Drumheller
Spokane, WA 99205-7509
Bus: (509) 326-4907
Home: 2015
Mobile: (509) 993-2840
Bus Fax: (509) 326-4907
E-mail: gmprosser@juno.com

Sitelines - R & R Construction, Inc.

P.O. Box 10
Carbonado, WA 98323
Bus: (360) 829-2300
Home: 2018
Mobile: (253) 350-7449
Bus Fax: (360) 829-2700
E-mail: wendy@rrconinc.com

t

Total Recreation - Barcon Construction

143 EL Cerrito Circle
San Antonio, TX 78232
Bus: (210) 867-2278
Home: 2019
Mobile: (210) 867-2278
Bus Fax: (210) 867-9500
E-mail: bpasini_barcon@yahoo.com

t

Total Recreation - Cross Country

3804 Simmons Creek Lane
Flower Mound, Tx. 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1713
Bus Fax: (972) 355-2902
E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

905 Sandy Beach Drive
Conroe, TX 77304
Bus: (936) 522-8522
Home: 2018
Mobile: (936) 522-8522
E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

154 Oak Lane
Chatham, La. 71226
Bus: (318) 249-2016
Home: 2018
Mobile: (832) 202-9838
E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff

10252 Mustang Run
Forney, Tx. 75126
Bus: (214) 704-2115
Home: 2017
Mobile: (214) 704-2115
Bus Fax: (972) 564-5755
E-mail: jliles@gmail.com

Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

30274 White Egret Street
Denham Springs, La. 70726
Bus: (225) 667-3062
Home: 2017
Mobile: (225) 937-0791
Bus Fax: (225) 667-3035
E-mail: scotgivens@cox.net

Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

10719 Twilight Vista
Austin, Tx. 78736
Bus: (512) 300-3636
Home: 2017
Mobile: (512) 300-3636
Bus Fax: (512) 692-2947
E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

4 Wedgewood Blvd
Conroe, Tx. 77304
Bus: (936) 443-7235
Home: 2018
Mobile: (936) 443-7235
Bus Fax: (936) 441-3341
E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

P.O. Box 51376
Amarillo, TX 79159
Bus: (806) 358-4222
Home: 2016
Mobile: (806) 674-2810
Bus Fax: (806) 358-4222
E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

3804 Simmons Creek Lane
Flower Mound, TX 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1719
Bus Fax: (972) 355-2902
E-mail: simmons.buildersgc@gmail.com
E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon
Porter, TX 77365
Bus: (281) 354-1934
Home: 2018
Mobile: (281) 435-8004
Bus Fax: (501) 204-4034
E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

615 E. Walnut Street
Deming, NM. 88030
Bus: (575) 494-5788
Home: 2018
Mobile: (575) 494-5788
E-mail: kris@lecklandscape.com

t

Triple M Recreation - Hansen & Prezzano Builders LLC

PO Box 359
Peralta, NM 87042
Bus: (505) 865-3900
Home: 2018
Mobile: (505) 228-1130
Bus Fax: (505) 865-3922
E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD
San Tan Valley, AZ 85143
Bus: (520) 429-5245
Home: 2018
Mobile: (520) 429-5245
Bus Fax: (520) 529-1301
E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
Paskes, CO 80134
Bus: (303) 805-8992
Home: 2014
Mobile: (303) 324-7900
Bus Fax: (303) 805-8991
E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200
Erie, Co. 80516
Bus: (720) 323-8845
Home: 2017
Mobile: (720) 323-8845
Bus Fax: (303) 833-4460
E-mail: blake@irwin-companies.com

w

WI Playground - Captured Live

12 Narhaniel Chrichlow Drive
Valsayn
Trinida
Bus: (868) 689-9896
Home: 2018
Mobile: (868) 689-9896
E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
Minerva, Oh. 44657
Bus: (330) 495-8590
Home: 2017
Mobile: (330) 495-8590
Bus Fax: (330) 821-4505
E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
Cincinnati, Ohio 45239
Bus: (513) 923-2333
Home: 2017
Mobile: (513) 236-6906
Bus Fax: (513) 923-2444
E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
Miamitown, OH 45041
Bus: (513) 353-4760
Home: 2017
Mobile: (513) 659-9702
Bus Fax: (513) 738-0684
E-mail: toddschunk@yahoo.com

EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates



Hugh McRae Park,
Wilmington, NC

EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

GameTime Division
PlayCore Wisconsin, Inc.
150 PlayCore Drive, S.E.
Fort Payne, Alabama 35967
Telephone: 256/845-5610

REQUEST FOR PROPOSAL 269-2017-028

SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UlraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com

A PLAYCORE Company

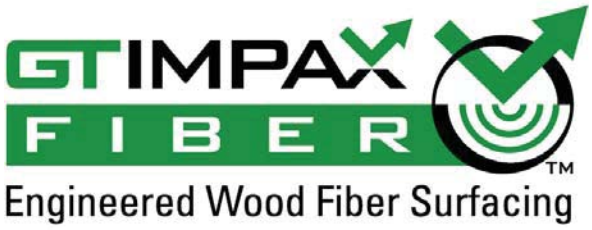
GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- Lifetime limited warranty on all hardware.
- Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- Fifteen-Year limited warranty on rotationally molded products.
- Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- Five-Year limited warranty on nylon-covered cable net climbers and components.
- Ten-Year limited warranty on pressure-treated pine and redwood products.
- Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- Ten-Year limited warranty on site furnishings.
- Ten-Year limited warranty on integrated GTShade® products.
- Ten-Year limited warranty on fiberglass and DHPL signage.
- Five-Year limited warranty on Super Seats™.
- Three-Year limited warranty on SaddleMates® rubber and “C”-springs.
- One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. ***Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.***



FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.

2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

GT IMPAX RUBBER™
Recycled Shredded Rubber Surfacing

WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting there from. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:

10 YEAR LIMITED WARRANTY

Playcore Inc. (the "Seller") warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture's specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below. This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller's option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more that six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6	**100%**
More than 6, less than 7	**60%**
More than 7, less than 8	**40%**
More than 8, less than 9	**30%**
More than 9, less than 10	**20%**

Warranty Exclusions

This warranty dose not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.
Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller's liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller's option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARITCULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.

GT IMPAX POURED™

Recycled Poured Rubber Surfacing

POURED IN PLACE (PIP) WARRANTY

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.

GTIMPAX POURED
Recycled Poured Rubber Surfacing

Warranty

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. WARNING: Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. NOTE: The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative: Date

Turf
Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or Duraflo. (GT Impax Turf ™ synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf ™ Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled ¼" – ½" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf ™ Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:
Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:
Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 ¾ inch GT Impax Turf ™ from Gametime or approved equal

Face Weight:
- GT Impax Turf ™ 50 oz/sy
- GT Impax Turf ™ Elite 80 oz/sy

Face Yarn Type: Polyethylene
Yarn Size: 4200/9000
Pile Height:
- GT Impax Turf ™ 1 3/4 inches
- GT Impax Turf ™ Elite 1 3/4 inches

Color: Blend
Construction: Broadloom tufted
Stitch Rate: 8 per 3 inches
Tufting Gauge: 1/4"
Primary Backing: Stabilized woven Polypropylene (double thickness)
Secondary Backing: 20 oz. Urethane or DuraFlo
Total Product Weight:
- GT Impax Turf ™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width" 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf ™ Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin
Bulk Density: 4.0-6.0 lb/cu ft
Effective Size: 24 sq ft (net coverage)
Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼" – ½" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf ™ infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs
Curvature: .65
Specific Gravity: 2.65 g/cm3
Bulk Density: 92-95 lb/cu ft
Uniform coefficient: 1.00 to 1.40
Effective Size: .90 - .95 mm
Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12" wide minimum.
Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8" when measured in any direction with a 10' straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

Depth:	4 inch minimum thickness.
Slope:	Stone elevation shall maintain ¼" per foot toward low end.
Porosity:	Base course shall maintain porosity for direct drainage.
Enclosure:	Stone base course must be surrounded by a retaining curb.
Drainage:	Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
Tolerances:	¼" in any 10-foot direction and 1/8" in any 3-foot direction.
Stone Selection:	It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

Stone Graduation	U.S. Sieve	Percent Passing
	1"	100
	3/4"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

Depth:	4 inch minimum thickness.
Slope:	Concrete or asphalt shall maintain ¼" per foot.
Tolerance:	Concrete must maintain a tolerance of 1/8" in 10 ft. to avoid low areas that will hold water under the turf.

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be ¾" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf ™ infill approximately 3 to 4 pounds per square foot.
**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.



Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com

A PLAYCORE COMPANY GameTime
Enriching Childhood Through Play.

LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware again rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact.
All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com

ISO 9001 CERTIFIED

ISO 14001:2004 CERTIFIED

IPEMA MEMBER
INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION

MULTISPORT SCOREBOARD & CONTROLLER
WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage
    a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
    b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
    c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.
2. Controller Warranty Coverage
    a. Seller warrants that wireless controller models: WHC-1 and WTTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
    b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
b. Said warranty shall not apply to resulting damage in any of the following cases:
    i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
    ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
    iii. Improper environmental control (storage and/or use) of electronic equipment.
    iv. Power surges, water damage, lightning or other "acts of nature."
    v. Vandalism or acts of terrorism or war.
    vi. Excessive application of electrical power or improper power connection.
    vii. Removal of warning labels and protection devices.
    viii. Installing non-factory replacement parts.
    ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
c. Disclaimer
    i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

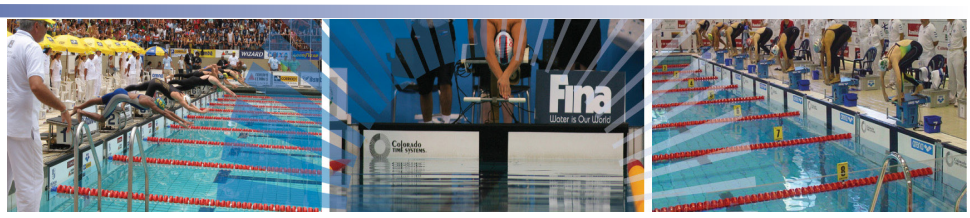
All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16

Colorado TIME SYSTEMS
A PLAYCORE Company



WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.
Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.
Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.

GT GRANDSTANDS™

A PLAYCORE Company

NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2"x 3/16" min. (Row 2) 1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.

Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.





5-YEAR WARRANTY

Aluminum planks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.

1 Year Warranty - failure of structural strength of any framework component.
For full warranty information visit: ***bleachers.net***







NRS™
National Recreation Systems
A PLAYCORE Company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free **(888)-568-9064**
Fax **(260)-482-7449**

E-mail: sales@bleachers.net
Online: **www.bleachers.net**

Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.
Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products – this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™' control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.

UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase:_____

Purchaser:_____

UltraPlay Invoice Number:_____

_____
Authorized UltraPlay Signature

_____
Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com

IPEMA™ INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION MEMBER

WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)

UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.

Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: ShadesureTM fabric warranties cover fabric tops up to 40' in length.
Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.
UltraShade warranties its sewing thread for a period of 8 years.
The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.

ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.

ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.
To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.
No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltaShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite
1675 Locust St.
Red Bud, IL 62278
800.458.5872

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service
1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

_____
Authorized UltraSite Signature

_____
Title

See UltraSite on the web at www.**ultra-site**.com

UltraSite Warranty Created 1.2017

Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

EXHIBIT F
SCOPE OF WORK

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11	Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.
ASTM F2075	Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA's website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 **New Products and Services.**

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 **Replacement Parts.**

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 **Surfacing Material**.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 **Installation.**

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 **Design.**

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 **Project Management**.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 **Safety.**

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 **Literature and Catalogs.**

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 **Warranty.**

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 **Lead Time and Delivery.**

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 **Optional Work.**
Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 **Material Specifications.**
Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 **Additional Requirements.**
The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 **Performance Bond.**
The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 **Reports.**
The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 **Pricing.**
The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment: 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.
For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
   - Number of ground level components
   - Number of accessible ground level components
   - Number of elevated components
   - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

Contract#:2017001134
Amendment#: 1
Vendor#: 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This First Amendment incorporates unit price adjustments as specified in Exhibit A (attached) and becomes effective on January 1, 2018.
4. This First Amendment incorporates freight rate adjustments as specified in Exhibit D (attached) and becomes effective on January 1, 2018.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

BY: _____
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: December 20, 2017

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: _____
(signature)

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 1-2-18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: _____
(signature)

PRINT NAME: Chrislee Gibson

TITLE: Insurance Manager

DATE: 12/21/17

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 3rd day of May 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Second Amendment incorporates unit price adjustments as specified in Exhibit A (attached). The aggregate increase of 3.6 percent (3.6%) due to increased tariffs on steel and aluminum imports shall become effective on all future Company orders as of May 3, 2018.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

BY: _____
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: April 3, 2018

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: _____
(signature)

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 4/6/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: _____
(signature)

PRINT NAME: Christee Gibson

TITLE: Risk Mgr

DATE: 4/6/18

Exhibit A

Price Adjustments Due to Steel and Aluminum Tariffs

GAMETIME 2018 U.S. COMMUNITIES PRICE LIST 1805 ADJUSTMENTS

			% of Change
1.0	***Park and Playground Equipment***		
1.1	GameTime Play Equipment (see	Playground Equipment Ages 2 - 12 Years	3.6%
1.2	BigToys Play Equipment	EarlyWorks (6 months) & beyond	3.0%
1.3	Harmony Park Freenotes	Musical Instruments	0.0%
1.4	Snug	Early Childhood Play Equipment	0.0%
1.5	UltraPlay	Play Equipment	0.0%
1.6	UltraPlay - Discovery Centers	Play Equipment	0.0%
1.7	UltraPlay - Early Play	Early Childhood Play Equipment	0.0%
1.8	UltraPlay - NatureRocks	Climbing Rocks	0.0%
2.0	***Outdoor Fitness Equipment***		
2.1	GameTime Fitness	Youth & Adult Fitness Apparatus	3.6%
2.2		WaterFit Fitness Equipment	0.0%
2.3	Colorado Time Systems	Aquadic Timing Systems	0.0%
2.4		Track Timing Systems	0.0%
2.5	Everlast	Climbing Walls	0.0%
2.6	Power Systems	Fitness Accessories	0.0%
3.0	***Site Accessories***		
3.1	GameTime	Park and Site Furnishings	3.6%
3.2	Colorado Time Systems	Scoreboards	0.0%
3.3	Dero	Bike Storage	2.0%
3.4	GT Grandstands	Grandstands	3.0%
3.5	NRS	Bleachers	3.0%
3.6	GTShade	Shade Structures	3.6%
3.7	UltraShelter	Shelter Structures	0.0%
3.8	UltraSite	Site Furnishings & Accessories	0.0%
4.0	***Surfacing Materials***		
4.1		Engineered Wood Fiber	0.0%
4.2		Recycled Materials (Shredded)	0.0%
4.3		Recycled Rubber Tiles	0.0%
4.4	GameTime GTImpax Safety	Poured-In-Place & Bonded Rubber	0.0%
4.5		Artifical Turf	0.0%
4.6		LifeFloor Safety Surfacing for Wet Floors	0.0%
4.7		Surfacing Accessories	0.0%
5.0	***Related Products***		
5.1	Spectrum	Pool Lifts & Aquatic Components	0.0%
5.2	Spohn Ranch	Skate Parks	0.0%
5.3	The Fountain People	Architectural Fountains	0.0%
5.4	UltraSite - BarkPark	Dog Parks	0.0%
5.5	Water Odyssey	Water Parks	0.0%
6.0	***Support Services***		
6.1	GameTime Sales Agencies	Design & Project Management	0.0%
6.2	GameTime Sales Agencies	Installation, Sitework, Layout, Repair, Maintenance, Removal, Disposal	0.0%
6.3	Playground Guardian	Safety Audits & Inspections	0.0%

Contract#:2017001134
Amendment#: 3
Vendor#: 121531

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of September 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Third Amendment incorporates Federal Contract Terms and Conditions as Exhibit H and attached hereto, due to new laws and requirements, effective July 1, 2018.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME

BY: _____
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: August 17, 2018

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: _____
(signature)

PRINT NAME: Kim Eagle

TITLE: Assistant City Manager

DATE: 9/4/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: _____
(signature)

PRINT NAME: Chrislee Gibson

TITLE: Insurance Manager

DATE: 8/30/18

Exhibit H

Federal Contract Terms and Conditions

This Exhibit is attached and incorporated into the Agreement to Provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension**. The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.

2. **Record Retention**. The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

3. **Procurement of Recovered Materials**. The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Clean Air Act and Federal Water Pollution Control Act**. Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

5. **Energy Efficiency**. The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. Company certifies that:
   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
   c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

8. **Right to Inventions**. If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** In its performance under the Contract, the Company shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Company is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Company is required to pay wages not less than once a week.

10. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145)**. In its performance under the Contract, the Company shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Company is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. **Equal Employment Opportunity**. In its performance under the Contract, Company shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2019, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.

E. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Fourth Amendment incorporates unit price adjustments as specified in Exhibit A (attached). The aggregate increase of 3.1 percent (3.1%) as specified in Exhibit A and shall become effective on January 1, 2019.
4. This Fourth Amendment incorporates freight rate adjustments as specified in Exhibit D and becomes effective on January 1, 2019.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

BY: _____
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: December 4, 2018

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/~~DEPARTMENT~~/~~DIVISION~~

BY: _____
(signature)

PRINT NAME: Sabrina Joy-Hogg

TITLE: Deputy City Manager

DATE: 12/17/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: _____
(signature)

PRINT NAME Christee Gibson

TITLE: Ins Mgr

DATE: 12/13/18

Exhibit A

Price Adjustments

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of April 2019, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.

E. The City of Charlotte and the Company agreed to amend the contract on January 1, 2019 to incorporate price adjustments and freight rate adjustments.

F. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
2. Defined terms used in this Fifth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Fifth Amendment incorporates new products and pricing as specified in Exhibit A (attached).
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

BY: _____
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: March 28, 2019

CITY OF CHARLOTTE:

BY: _____
(signature)

PRINT NAME: Sabrina Joy-Hogg

TITLE: Deputy City Manager

DATE: 4/2/19

Exhibit A

Revised 2019 Product and Price List #1904

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2020 by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.

E. The City of Charlotte and the Company agreed to amend the contract on January 1, 2019 to incorporate price adjustments and freight rate adjustments.

F. The City of Charlotte and the Company agreed to amend the contract on April 1, 2019 to incorporate new products and pricing.

G. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Sixth Amendment by reference.
2. Defined terms used in this Sixth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Sixth Amendment incorporates price adjustments for an aggregate increase of 3.2% as specified in Exhibit A.
4. This Sixth Amendment incorporates freight rate adjustments as specified in Exhibit D.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

BY: _____
(signature)

PRINT NAME: Robert V. Barron

TITLE: Senior Vice President of Sales

DATE: 12/9/2019

CITY OF CHARLOTTE:

BY: _____
(signature)

PRINT NAME: Kay Elmore

TITLE: Chief Procurement Officer

DATE: 12/10/2019

Exhibit A
Revised 2020 Price List

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Seventh Amendment") is made and entered into this 1st of January 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.

E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.

F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.

G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.

H. The parties now desire to amend the Contract to incorporate new products, price adjustments, freight rate adjustments, and certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Seventh Amendment by reference.
2. Defined terms used in this Seventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Seventh Amendment incorporates new products and price adjustments for an aggregate increase of 2.5% due to escalation in annual wage, operating overhead, and overall material costs including steel, aluminum, plastic resin, and fasteners as specified in Exhibit A.

4. This Seventh Amendment incorporates freight rate adjustments as specified in Exhibit D.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Seventh Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

BY: _____
(signature)

PRINT NAME: Clint Whiteside

TITLE: Sales Administration

DATE: 12/14/2020

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: December 22, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 7

Contract Name: Playground and Outdoor Fitness Equip., Site Accessories, Surfacing, & Products / Services

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Victoria O. Johnson
Key: f86f2b82106208b08604836a6d96b831

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Eighth Amendment") is made and entered into this 16th of March 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.

E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.

F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.

G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.

H. The parties amended the Contract on January 1, 2021 to incorporate new products, price adjustments, and freight rate adjustments.

I. The parties now desire to amend the Contract to incorporate a material surcharge and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Eighth Amendment by reference.

2. Defined terms used in this Eighth Amendment shall have the same meaning as are assigned to such terms in the Contract.

3. The City consents to allow the Company to add a [redacted] material surcharge for all Products offered in the *2021 GameTime – OMNIA Partners Master Price List – MPL21A*, [redacted] due to escalation in material costs. This surcharge makes the pricing [redacted] more than the pricing originally allowed in the current year of the Contract.

4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eighth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

BY: _____
(signature)

PRINT NAME: Clint Whiteside

TITLE: Manager of Sales Operations

DATE: 3/8/2021

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form

Date Submitted: March 18, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 8

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Serv

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

CITY OF CHARLOTTE:

_____

eSigned via SeamlessDocs.com
Victoria O. Johnson
Key: f86f2b8210d208b08604836a6d96b831

ACCOUNTS PAYABLE:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

_____

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Ninth Amendment") is made and entered into this 17th of May 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.

E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.

F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.

G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.

H. The parties amended the Contract on January 1, 2021 to incorporate new products, price adjustments, and freight rate adjustments.

I. The parties amended the Contract on March 16, 2021 to incorporate a [redacted].

J. The parties now desire to amend the Contract to incorporate a material surcharge and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Ninth Amendment by reference.

2. Defined terms used in this Ninth Amendment shall have the same meaning as are assigned to such terms in the Contract.

3. The City consents to allow the Company to add a [redacted] for all Products offered in the *2021 GameTime – OMNIA Partners Master Price List – MPL21A,* except for surfacing products and surfacing accessories, [redacted]

4. Exhibit H of the Contract ("Federal Contract Terms and Conditions) is hereby appended as follows:

   12. *Domestic (U.S.) Procurement Preference. Playcore Wisconsin, Inc. dba GameTime should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.*

5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.

6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Ninth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

BY: _____
(signature)

PRINT NAME: Clint Whiteside

TITLE: Manager of Sales Operations

DATE: 5/7/2021

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form

Date Submitted: May 25, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 9

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

CITY OF CHARLOTTE:

_____

eSigned via SeamlessDocs.com
Victoria O. Johnson
Key: f66f2b8210620 8b08d04836a6d96b831

ACCOUNTS PAYABLE:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

_____

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

TENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS TENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Tenth Amendment") is made and entered into this 14th of July 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.

E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.

F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.

G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.

H. The parties amended the Contract on January 1, 2021 to incorporate new products, price adjustments, and freight rate adjustments.

I. The parties amended the Contract on March 16, 2021 to incorporate [redacted] material surcharge.

J. The parties amended the Contract on May 17, 2021 to incorporate [redacted] material surcharge.

K. The parties now desire to amend the Contract to incorporate a material surcharge and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Tenth Amendment by reference.

2. Defined terms used in this Tenth Amendment shall have the same meaning as are assigned to such terms in the Contract.

3. The City consents to allow the Company to add [redacted] material surcharge for all Products offered in the *2021 GameTime – OMNIA Partners Master Price List – MPL21A* due to escalation in material

costs. This surcharge is in addition to two previous material surcharges that were added by previous amendments. The total surcharge is not to excee [redacted] more than the pricing originally allowed in the current year of the Contract.

4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Tenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

BY: _____
(signature)

PRINT NAME: Clint Whiteside

TITLE: Manager of Sales Operations

DATE: 7/12/2021

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: July 28, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 10

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: f86f2b82196208b0860483ea6d96b831

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-20-21	CONTACT NAME: Brenda Young-Epps PHONE (A/C, No, Ext): (404) 995 3074 FAX (A/C, No): E-MAIL ADDRESS: brenda.youngepps@marsh.com
INSURED Playcore Wisconsin, Inc. dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Evanston Insurance Company — 35378 INSURER B : Travelers Property Casualty Company Of America — 25674 INSURER C : ACE Property And Casualty Ins Co — 20699 INSURER D : The Travelers Indemnity Company of America — 25666 INSURER E : National Union Fire Ins Co. of Pittsburgh PA — 19445 INSURER F : Travelers Casualty And Surety Company — 19038

COVERAGES **CERTIFICATE NUMBER:** ATL-004719473-16 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			MKLV2PBC000784	08/01/2020	08/01/2021	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
	X SIR $250,000 Per Occ.						MED EXP (Any one person)	$	EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$	2,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$	4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$	4,000,000
							POLICY AGGREGATE	$	10,000,000
B	AUTOMOBILE LIABILITY			TJ-CAP-9D897065TIL-20	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
							Comp./Coll. Ded.: $1,000	$	
C	X UMBRELLA LIAB X OCCUR			XOOG71549501 002	08/01/2020	08/01/2021	EACH OCCURRENCE	$	10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	10,000,000
	DED X RETENTION $ 25,000							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB-2N106953-20-51-R	08/01/2020	08/01/2021	X PER STATUTE OTH-ER		
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		UB-2N159031-20-51-K	08/01/2020	08/01/2021	E.L. EACH ACCIDENT	$	1,000,000
F	(Mandatory in NH)			UB-7J602089-20-14-G	08/01/2020	08/01/2021	E.L. DISEASE - EA EMPLOYEE	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			(See Additional Page.)			E.L. DISEASE - POLICY LIMIT	$	1,000,000
E	Excess Umbrella			BE 016159343	08/01/2020	08/01/2021	Each Occurrence		15,000,000
							Aggregate		15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract 2017001134 â€" Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services
City of Charlotte, its officers, officials, agents and employees are listed as additional insured with respect to general liability as their interests may appear, during and until completion of the referenced project, on a primary and non-contributory basis via CG 2010 , when required by written contract. A Waiver of Subrogation applies in favor of the additional insured on the Workers Compensation policy where required by written contract.

CERTIFICATE HOLDER

City of Charlotte
600 East Fourth Street
Charlotte, NC 28202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: CN102326389
LOC #: Atlanta

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA, Inc.	NAMED INSURED Playcore Wisconsin, Inc. dba GameTime 150 PlayCore Drive SE Fort Payne,AL 35967
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

UB-2N106953-20-51-R (AZ, FL, OR, WI)
UB-2N159031-20-51-K (AK AL CO GA IA IL IN KS KY MD MI MN MO MT NC ND NE NV NY OH OK PA PR SC TN TX UT VA WA WY)
UB-7J602089-20-14-G (AZ CA CO CT FL GA ID IL IN KS MD MI MN MO MT NC NH NJ NM NV NY OK OR PA SC TN TX WV)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

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
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **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" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Eleventh Amendment") is made and entered into this 1st of December 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.

E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.

F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.

G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.

H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.

I. The parties amended the Contract on March 16, 2021 to incorporate a [redacted]% material surcharge.

J. The parties amended the Contract on May 17, 2021 to incorporate a [redacted]% material surcharge.

K. The parties amended the Contract on July 14, 2021 to incorporate a [redacted]% material surcharge.

L. The parties now desire to amend the Contract to add new Products and Services and to incorporate 2022 Master Price List and Freight Rate Schedule and certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Eleventh Amendment by reference.
2. Defined terms used in this Eleventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirety to the adjustments in the 2022 Master Price List which are attached hereto as Exhibit A.1.
4. The Freight Rate Schedules in Exhibit D of the Contract is hereby replaced in its entirety to the adjustments in the 2022 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.1
5. Section 34 of the Contract ("Required By City Ordinance: Commercial Non-Discrimination") is hereby replaced in its entirety as provided below:

   REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION. Playcore Wisconsin, Inc. dba GameTime agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at http://library.municode.com/index.aspx?clientId=19970 and incorporated herein by reference. Playcore Wisconsin, Inc. dba GameTime consents to be bound by the award of any arbitration conducted thereunder."
6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eleventh Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC. **DBA GAMETIME**	**CITY OF CHARLOTTE:** **CITY MANAGER'S OFFICE**
BY: _____ ***(signature)***	**BY:** _____ ***(signature)***
PRINT NAME: Clint Whiteside	**PRINT NAME:** _____
TITLE: Manager of Sales Operations	**TITLE:** _____
DATE: 11/30/2021	**DATE:** _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: December 13, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 11

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: f66f2b82106208b08604836a6d96b831

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Twelfth Amendment") is made and entered into this 1st of July 2022, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.

E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.

F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.

G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.

H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.

I. The parties amended the Contract on March 16, 2021 to incorporate a [redacted]% material surcharge.

J. The parties amended the Contract on May 17, 2021 to incorporate a [redacted]% material surcharge.

K. The parties amended the Contract on July 14, 2021 to incorporate a [redacted]% material surcharge.

L. The parties amended the Contract on December 1, 2021 to add new Products and Services and to incorporate 2022 Master Price List and Freight Rate Schedule.

M. The parties now desire to amend the Contract to [extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Twelfth Amendment by reference.
2. Defined terms used in this Twelfth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Twelfth Amendment extends the Term of the Contract by the first of two (2) two-year renewal terms to expire on June 30, 2024.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Twelfth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN, INC. **DBA GAMETIME**	**CITY OF CHARLOTTE:** **CITY MANAGER'S OFFICE**
BY: _____ ***(signature)***	**BY:** _____ ***(signature)***
PRINT NAME: Clint Whiteside	**PRINT NAME:** _____
TITLE: Manager of Sales Operations	**TITLE:** _____
DATE: 4/12/2022	**DATE:** _____

Digital Contract Routing Form
Non-Encumbered

Date Submitted: April 21, 2022

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 12

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: f66f2b82106208b08604836a6d96b831

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

THIRTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS THIRTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Thirteenth Amendment") is made and entered into this 5th of December 2022, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.

E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.

F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.

G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.

H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.

I. The parties amended the Contract on March 16, 2021 to incorporate a [redacted]% material surcharge.

J. The parties amended the Contract on May 17, 2021 to incorporate a [redacted]% material surcharge.

K. The parties amended the Contract on July 14, 2021 to incorporate a [redacted]% material surcharge.

L. The parties amended the Contract on December 1, 2021 to add new Products and Services and to incorporate 2022 Master Price List and Freight Rate Schedule.

M. The parties amended the Contract on July 1, 2022 to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.

N. The parties now desire to amend the Contract to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Thirteenth Amendment by reference.
2. Defined terms used in this Thirteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety to the adjustments in the 2023 Master Price List which are attached hereto as Exhibit A.1.
4. The National Network of Distributors is hereby replaced in its entirety and is attached as Exhibit C.1.
5. The Freight Rate Schedules in Exhibit D of the Contract are hereby replaced in their entirety to the adjustments in the 2023 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.1
6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Thirteenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN INC.
DBA GAMETIME:

BY: _____
(signature)

PRINT NAME: Clint Whiteside

TITLE: Director of Sales

DATE: 11/22/2022

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: December 02, 2022

Submitted by: Lenore Bishop

Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2017001134

Amendment #: 13

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Vendor Legal Name: Playcore Wisconsin Inc., dba GametTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: f66f2b82106208b08604836a6d96b831

C/O MRC
PO Box 225250
San Francisco, CA 94122
Ph: 800-235-2440 Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

02/01/2023
Quote #
107429-01-09

CA Fort Bragg City of - Galvanized Option Revised 2/1/23

City of Fort Bragg
Attn: Chantell O'Neal
442-498 East Laurel St.
Fort Bragg, CA 95437
Phone: 707-961-2823 Ext. 133
coneal@fortbragg.com

Ship to Zip 95437

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom PowerScape 5-12 Play Structure- *As shown on top view dated 01.30.23*	$223,729.00	$223,729.00
1	32066	GameTime - Trinet (Medium)	$26,090.00	$26,090.00
2	32022	GameTime - Hex Pod Step (1')	$916.00	$1,832.00
1	RDU	GameTime - FT21001 Fitness Area	$19,680.00	$19,680.00
1	RDU	GameTime - Xscape 4-Bay Swing- *Includes (2) belt swings, (2) enclosed tot swings, (2) Expression Swing tandem, and (2) Expression Swings with adaptive seats*	$18,486.00	$18,486.00
1	MCV1RI	GameTime - Modern City V Series 1 (Roto/IG)	$36,782.00	$36,782.00
1	4676	GameTime - Harmonic Chimes (set of 3)	$4,211.00	$4,211.00
1	6242	GameTime - Shadow Play Tri Runner	$21,314.00	$21,314.00
1	10777	GameTime - Tire Swing F/S, 5" Od	$3,497.00	$3,497.00
1	81748	GameTime - Beat Club	$3,146.00	$3,146.00
1	8475	GameTime - Surfboard	$10,108.00	$10,108.00
1	14926	GameTime - NDS Fitness Sign Package		
1	14927	GameTime - NDS Play On Sign Package		
Contract: OMNIA	#2017001134		**Sub Total**	$368,875.00
			Grant	($131,333.46)
			Freight	$19,881.13
			Tax	$21,081.81
			Total	**$278,504.48**

Comments

Price is based on the CPRS Statewide Healthy Play Funding Initiative.
A check for the FULL PAYMENT is due with order.
Credit card or purchase orders do not qualify for this discount percentage.

OMNIA Partners f/n/a US Communities Contract #2017001134 Vendor #121531
Please supply your OMNIA registration # or Federal Tax ID #: _____

Shipping to Fort Bragg, CA 95437.

Safety surfacing is not included in this proposal.

CUSTOMER IS RESPONSIBLE FOR OFF-LOADING OF EQUIPMENT FROM DELIVERY TRUCK.

C/O MRC
PO Box 225250
San Francisco, CA 94122
Ph: 800-235-2440 Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

02/01/2023
Quote #
107429-01-09

CA Fort Bragg City of - Galvanized Option Revised 2/1/23

CHOOSE YOUR COLOR SCHEME: IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY **"PLAY PALETTES"** LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: www.gametime.com. INDICATE YOUR SELECTION BELOW.

GAMETIME PLAY PALETTE: _____

NOTE: COLOR SELECTION FOR ALL OTHER EQUIPMENT SHOULD BE ENTERED IN THE SPACE PROVIDED UNDER THAT SPECIFIC ITEM.

This quotation is subject to policies in the current GameTime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of $1,000.00 to be supported by your written purchase order made out to **GAMETIME, c/o MRC**. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing F.O.B. factory, firm for 30 days from date of quotation unless otherwise stated above. **PAYMENT TERMS:** Check in full at time of order made payable to **GameTime**.

TAXES: State and local taxes, If applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 14-18 weeks after GameTime's receipt and acceptance of your check in full, signed quotation and color selections. Some products may require longer lead times. Consult with your Sales representative for any extened lead times that may apply to y our order.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, check in full and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Sales Representative: Kelly Oakes/es/jt

C/O MRC
PO Box 225250
San Francisco, CA 94122
Ph: 800-235-2440 Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

02/01/2023
Quote #
107429-01-09

CA Fort Bragg City of - Galvanized Option Revised 2/1/23

Acceptance of quotation: **(ALL INFORMATION REQUIRED)**

Accepted By (printed): _____

Signature: _____ Date: _____

Title: _____ Phone: _____

Email:_____ Facsimilie: _____

Purchase Amount: **$278,504.48**

Order Information: **(ALL INFORMATION REQUIRED)**

Bill To: _____ Ship To: _____

Bill To Contact: _____ Ship To Contact: _____

Bill To Email:_____ Ship To Email: _____

Bill To Phone: _____ Ship To Phone: (Office):_____

(Cell):_____

Bill to Address: _____ Ship To Address: _____

Bill To City, State, Zip: _____ Ship To City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #:_____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

CITY OF FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

CONTRACT, PART 1

The CITY OF FORT BRAGG, 416 N. Franklin Street, Fort Bragg, California 95437 ("City") enters into this Contract, dated February 14, 2023, for reference purposes only, with AKEFF CONSTRUCTION SERVICES, INC., a California corporation, 32205 N. Mitchell Creek Road, Fort Bragg, California 95437 ("Contractor").

RECITALS

A. COOPERATIVE PURCHASING PROCUREMENT. Pursuant to Section 2.20.030(F) of the Fort Bragg Municipal Code, the City has contracted with Omnia Partners for access to competitively bid products and services relating to the installation of playground equipment at Bainbridge Park ("Project"). These products are to be provided by Playcore Wisconsin, Inc. d/b/a GameTime with the installation of these products being completed by Contractor.

B. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all required documents specified in this Agreement.

C. INVESTIGATION AND VERIFICATION OF SITE CONDITIONS. The Contractor warrants that it has conducted all necessary investigations and other obligations, and agrees that it shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work. In executing this Contract, Contractor shall rely on the results of its own independent investigation and shall not rely on City-supplied information regarding above ground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

CONTRACT TERMS

The City and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the Installation of Playground Equipment at Bainbridge Park Playground Improvements Project, City Project No. PWP-00096 ("Work") as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.

2. LOCATION OF WORK. The Work will be performed at the following location: 400-420 E. Laurel Street, APN 008-183-12.

3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within forty (40) working days from the date specified in the City's Notice to Proceed ("Time for Completion").

4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this Contract in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this Contract that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of $100 per day in accordance with California Government Code Section 53069.85 and the Contract Documents, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of **Sixty-two Thousand Seven Hundred Seventy-five Dollars ($62,775.00)** (the "Contract Price"). Payment to the Contractor under this Contract will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Contract is first modified in accordance with its terms. The City's obligation to pay the Contractor under this Contract is subject to and may be offset by charges that may apply to the Contractor under this Contract. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

   The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and" vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general

prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 et seq., the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.

6.1. Contractor acknowledges and agrees that it shall comply with the requirements of California Public Contracts Code sections 2600 et seq., in its entirety and, in particular, those sections related to Skilled and Trained Workforce. By its execution of this agreement Contractor certifies and warrants that it is aware of the requirement of California Public Contracts Code section 2600 et seq. and its requirements as to a Skilled and Trained Workforce.

7. THE CONTRACT DOCUMENTS. This Contract consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this Contract as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

7.1 This Part 1 of the Contract and change orders and other amendments to this Contract signed by authorized representatives of the City and the Contractor.

7.2 The General Provisions, Part 2 of the Contract, and change orders and other amendments to the General Provisions signed by authorized representatives of the City and the Contractor.

7.3 The Special Provisions, Part 3 of the Contract, addenda to the Special Provisions signed by authorized representatives of the City and change orders and other amendments to the Special Provisions signed by authorized representatives of the City and the Contractor.

7.4 The Technical Specifications, addenda to the Technical Specifications signed by authorized representatives of the City and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.

7.5 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.

7.6 Contractor's completed Proposal

7.7 Contractor's completed License Information

7.8 Contractor's completed List of Proposed Subcontractors

7.9 Contractor's Workers Compensation Insurance Certification

7.10 Contractor's completed Non-collusion Affidavit

7.11 Contractor's Debarment Certification

7.12 Contractor's completed Certificates of Insurance and Endorsements

7.13 Contractor's executed Performance Bond

7.14 Contractor's executed Payment Bond

7.15 Contractor's executed Maintenance Bond

7.16 Contractor's Qualification Statement, if any

7.17 Contractor's signed Signature Form

8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Contract to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Contract. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Contract to the extent expressly incorporated in the Contract by section number. When such published provisions are made a part of this Contract, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Contract may require.

9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Director, or his/her designee, for issuance of an interpretation and/or decision by the authorized Public Works Director in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of the Public Works Director, or his/her designee, shall be final.

10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this Contract, or any monies due or to become due under this Contract, or any other right or interest of the Contractor under this Contract, or delegate any obligation or duty of the Contractor under this Contract without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City

and the Contractor's sureties will be void and a material breach of this Contract subject to all available remedies under this Contract and at law and equity.

11. CONTRACTOR'S LICENSE CERTIFICATION. By signing this Contract the Contractor certifies that the Contractor holds a valid Type Class A license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this Contract subject to all available remedies under this Contract and at law and equity.

12. SEVERABILITY. If any term or provision or portion of a term or provision of this Contract is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

13. PROJECT REPRESENTATIVES

13.1 The City has designated Chantell O'Neal as its Project Manager to act as its Representative in all matters relating to the Contract. If Project Manager is an employee of City, Project Manager is the beneficiary of all Contractor obligations to the City including, without limitation, all releases and indemnities.

Project Manager shall have final authority over all matters pertaining to the Contract and shall have sole authority to modify the Contract on behalf of the City, to accept work, and to make decisions or actions binding on the City, and shall have sole signature authority on behalf of the City.

The City may assign all or part of the Project Manager's rights, responsibilities and duties to a construction manager or other City representative.

13.2 The Contractor has designated Karen Green, President, as its Project Manager to act as Contractor's Representative in all matters relating to the Contract. The Contractor's Project Manager shall have final authority over all matters pertaining to the Contract and shall have sole authority to modify the Contract on behalf of the Contractor and to make decisions or actions binding on the Contractor, and shall have sole signature authority on behalf of the Contractor.

SIGNATURES ON FOLLOWING PAGE

Executed on _____, by

CONTRACTOR

___ _____
By: Karen Green
Title: President

[Attach Notary Acknowledgment Page]

CITY

By: Peggy Ducey
Title: City Manager

ATTEST:

By:_____
June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

CITY OF FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

CONTRACT, PART 2

GENERAL PROVISIONS

1. DEFINITIONS

The following terms as used in any agreement of which these General Provisions are a part are defined as follows:

1.1 **Architect or Engineer**: The person or persons so specified on the title sheet of the Technical Specifications and/or Project Plans.

1.2 **ASTM**: American Society for Testing and Materials, latest edition.

1.3 [reserved]

1.4 **Caltrans Standard Specifications**: Caltrans construction manual entitled, "State of California, Department of Transportation, Standard Specifications," latest edition.

1.5 **City**: CITY OF FORT BRAGG.

1.6 **Construction Manager**: The City's authorized representative for administration and overall management of the Project contract and Work. The Construction Manager is the official point of contact between the City, the Architect and/or Engineer, and the Contractor. The Construction Manager for this project shall be Chantell O'Neal.

1.7 **Contract**: The agreement between the City and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.

1.8 **Contract Documents**: All documents identified in Section 7 of Part 1 of the Contract.

1.9 **Contractor**: Akeff Construction Services, Inc.

1.10 **Days**: Unless otherwise specified in the Contract Documents, Days mean working days.

1.11 **Project**: The Bainbridge Playground Equipment Installation Project as described in the Technical Specifications and Project Plans.

1.12 **Project Inspector**: The party or parties charged by the City with inspecting the Work for compliance with the requirements of the Contract Documents and applicable laws and regulations. The Project Inspector acts under the direction of the City and shall coordinate with the Construction Manager and Architect as directed by the City in accordance with the Contract Documents.

1.13 **Project Plans**: The primarily graphic detailed requirements concerning the Project and any addenda to the Project Plans signed by authorized City representatives, Equal Product Proposals accepted by the City and signed by authorized City representatives, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.

1.14 **Subcontractor**: A person, firm or corporation that is obligated as a party to a contract with the Contractor to perform part of the Project work. For purposes of these General Provisions Subcontractors include, but are not limited to, those that are obligated as parties to a contract with the Contractor to specially fabricate and install a portion of the Project Work according to the Technical Specifications and/or Project Plans.

1.15 **Technical Specifications**: The detailed Project requirements contained in Contractor's proposal and any addenda to the Technical Specifications signed by authorized City representatives, Equal Product Proposals accepted by the City and signed by authorized City representatives, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.

1.16 **Time for Completion**: The Time for Completion is the time by which the Work must be completed, as defined in the Contract, Part 1, or as modified in a writing, executed by the City and Contractor.

1.17 **Work**: The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete in a good and workmanlike manner the Project as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.

1.18 **Written Notice**: Will be deemed to have been duly served for purposes of these General Provisions and any agreement of which they are a part if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom the notice is intended, or if sent by registered or certified mail to the last known business address known to the party giving notice. Unless otherwise specified in the Contract Documents, the last known address of the Contractor shall be that listed in the Contractor's completed Proposal Cover Page.

2. PLANS AND SPECIFICATIONS

2.1 Documents Furnished by City. The City will furnish to the Contractor, free of charge, one (1) set of reproducible Project Plans and five (5) sets of prints of the Project Plans and Technical Specifications for execution of the Work. Throughout the performance of the Work the Contractor must keep one copy of the Project Plans and Technical Specifications in good order and available

for review by the Construction Manager, the Engineer, the Architect, and any other City contractors or representatives.

2.2 Ownership of Documents Furnished by City. All documents furnished by the City, including, but not limited to, the Technical Specifications, Project Plans, and any copies, are the property of the City. Documents furnished by the City may not to be used on any other work. All documents furnished by the City must be returned to City upon completion of the Work.

2.3 Technical Specifications and Project Plans.

2.3.1 The Technical Specifications and Project Plans are complementary and intended to mutually describe the Work necessary to complete the Project in accordance with the Contract Documents.

2.3.2 In general, the Project Plans indicate dimensions, position and kind of construction, and the Technical Specifications indicate qualities and methods. Any Work indicated on the Project Plans and not mentioned in the Technical Specifications or vice versa must be furnished as though fully set forth in both. Work that is not particularly detailed, marked or specified shall be the same as similar Work that is detailed, marked or specified. The Contractor must furnish items necessary for the operation of equipment depicted in the Project Plans or specified in the Technical Specifications that are suitable to allow such equipment to function properly at no extra charge.

2.3.3 Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to City. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

2.3.4 Before undertaking each portion of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. The Contractor must notify the Construction Manager and the Architect in writing as soon as possible of any apparent errors or inconsistencies, including, but not limited to, typographical or notational errors in the Project Plans,

Technical Specifications, and/or in work done by others affecting the Work. The Construction Manager will issue written instructions concerning any such apparent errors, inconsistencies, or clarifications with reasonable promptness and these shall be binding on the Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give City prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with City's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Section 11. If the Contractor proceeds with Work impacted by apparent errors or inconsistencies without instructions from the Construction Manager, the Contractor shall do so at its sole risk and shall have all of the obligations and the City shall have all of the rights and remedies specified in Section 11 concerning any resulting damage or defect.

2.3.5 The General Provisions apply with equal force to all of the Work, including extra work authorized by the Construction Manager in accordance with the Contract Documents. The Contractor must submit any required shop diagrams and/or drawings by the times and in the quantities indicated in the Technical Specifications. Any such shop diagrams and/or drawings must show completely the Work to be done, expanding on the Project Plans concerning details not previously shown, field conditions and the condition of the Work. Architect or Engineer review of such shop diagrams and/or drawings will concern conformance with the requirements of the Contract Documents only. The Architect or Engineer assumes no responsibility for the correctness or accuracy of the dimensions or any other contents of any shop diagrams and/or drawings submitted by the Contractor. The Contractor must check all dimensions at the Work site. Shop diagrams and/or drawings must be clearly marked with the name of the Project and the name of the Contractor, subcontractor or supplier making the submittal, and must be stamped and signed by the Contractor and submitted under a signed transmittal letter from the Contractor certifying that all dimensions have been checked at the Work site. These requirements are mandatory. The Architect or Engineer will not review shop diagrams and/or drawings that do not satisfy these requirements. The Contractor will be responsible for any and all discrepancies between dimensions of the actual Project site and/or Work and those shown on shop diagram and/or drawings submitted by the Contractor, and for any other errors contained in or resulting from such shop diagrams and/or drawings, including, but not limited to, errors in material and/or equipment quantities and any resulting errors, delays or additional cost in the performance of the Work. The

Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any discrepancies or errors in shop diagrams and/or drawings submitted by the Contractor, and concerning any resulting errors, delays or additional costs in the performance of the Work.

3. CONTROL OF WORK AND MATERIAL

3.1 Construction Manager's Status. The Construction Manager will administer the Project in accordance with the Contract Documents. After execution of the agreement and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or City shall be forwarded through the Construction Manager. Except as otherwise provided in the Contract Documents, the Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Construction Manager, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Construction Manager will also have the authority to require inspection or testing of the Work.

3.2 Architect or Engineer's Status. The Architect or Engineer will advise the Construction Manager concerning decisions on all claims of the Contractor and all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Architect or Engineer will also advise the Construction Manger concerning Work that does not conform to the Contract Documents. Whenever, in the Architect's or Engineer's opinion, it is necessary or advisable in accordance with the Contract Documents, the Architect or Engineer may recommend to the Construction Manager inspection or testing of the Work, whether or not such Work is then fabricated, installed or completed.

3.3 Inspection and Testing of Work and Material.

3.3.1 The City, the Construction Manager, the Architect or Engineer and their representatives will have access to the Work at all times wherever it is in preparation or progress. The Contractor must provide proper facilities for such access and for inspection.

3.3.2 The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Construction Manager or Architect or Engineer.

3.3.3 If the Construction Manager, the Technical Specifications, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Construction Manager timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any

work subject to such testing that is covered up without timely notice to the Construction Manager or without the approval or consent of the Construction Manager must, if required by the Construction Manager, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work subject to testing that is covered up without timely notice to the Construction Manager and that is not uncovered for examination at the Contractor's Expense if required by the Construction Manager.

3.3.4 Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the Technical Specifications and the requirements of the California Building Standards Code as adopted by the City and other applicable law. Copies of all testing reports shall be distributed as required in the Technical Specifications.

3.3.5 The City or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to be according to the Contract Documents, the City shall pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up without timely notice to or approval of the Construction Manager. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any re-examined Work not in accordance with the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.

3.3.6 The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the City consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The Contractor must promptly segregate and remove non-conforming material from the Work site. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the City has not consented to accept.

3.4 Samples Furnished by the Contractor. The Contractor must furnish all samples for approval as directed in sufficient time to permit the Architect or Engineer to examine, approve and select samples before they are required by the progress of the Work. Portions of the Work for which samples are required and for which the Architect or Engineer has selected samples must be in

accordance with such approved samples. Samples must be sent prepaid to the office of the Construction Manager or to such place as the Construction Manager may direct.

3.5 Materials and Substitutions.

3.5.1 Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials.

3.5.2 If the Contractor submitted complete information to the Public Works Department for products proposed as equals, and the City approved such products proposed as equals in writing, the Contractor may either furnish such products approved as equals, or furnish the products listed by manufacturer name, brand or model number in the Technical Specifications or Project Plans. The City retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the City to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. If the City does not accept a proposed substitution, the Contractor must furnish the product specified in the Technical Specifications or Project Plans for the Contract Price, regardless of whether the product is specified by manufacturer's name, brand or model number, or otherwise.

3.5.3. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the City, or with the use of existing City facilities by the public. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the Work site due to weather or other causes. The Contractor must promptly remove from the Work site all materials rejected by the City or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the City or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming

materials with materials that satisfy the requirements of the Contract Documents without expense to the City. The Contractor will bear the expense of making good all Work destroyed or damaged by such removal. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all work destroyed or damaged by such removal and/or execution.

3.6 Maintenance and Examination of Records. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to the City for reference. Upon completion of the Work, Contractor shall deliver to the City, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittals; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to the City. At the completion of the Project, Contractor shall deliver all such records to the City to have a complete set of record as-built drawings.

The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three

years after final payment under the Agreement. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of $10,000, this Contract shall be subject to the examination and audit of the State Auditor, at the request of the City, or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

3.7 Advertising. No advertising signs of any kind may be displayed on the Work site, or on fences, offices or elsewhere adjacent to the Work site.

3.8 Project Schedule. Prior to the pre-construction meeting, the Contractor shall submit a baseline schedule showing each task of Work, including, as required by the City, equipment procurement and delivery (Contractor and City supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with the City and third parties. The baseline schedule shall include the sequence of each task, the number of days required to complete each task, and the critical path controlling the completion of the entire Work. The schedule shall allow for the completion of the entire Work within the Time for Completion.

3.8.1 City Review of Schedule. The City may review the Contractor's submitted schedule and may note any exceptions. The Contractor shall correct any exceptions noted by the City within five (5) working days of being notified of the exceptions.

3.8.2 Update of Schedule. After submission of a schedule to which the City has taken no exceptions, the Contractor shall submit an updated schedule on a biweekly basis until completion of the Work. The updated schedule shall show the progress of Work as of the date specified in the updated schedule. Contractor shall provide the City with an electronic copy of each updated schedule.

3.8.3 Float. The baseline schedule and all later submitted schedules shall show early and late completion dates for each task. The number of days between these dates shall be designated as "Float." The Float shall be designated to the Project and shall be available to both the City and the Contractor as needed to complete the Work in accordance with the Contract.

3.8.4 Failure to Submit Schedule. If the Contractor fails to submit the schedule within the time period specified in this section or submit a schedule to which the City has taken uncorrected exceptions, the City may withhold payments to the Contractor until such schedules are submitted and/or corrected in accordance with the Contract documents.

3.8.5 Responsibility for Schedule. The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The City may note exceptions to any schedule submitted by the Contractor. However, the Contractor will be solely responsible for determining the proper method of addressing such exceptions, and the City's review of the schedule will not create scheduling obligations for the City.

3.8.6 Contractor's baseline schedule and progress schedules shall be in the form of a CPM (arrow) diagram. Contractor shall provide the City with native format electronic schedules and hard copies of the baseline schedule, schedule updates, and look ahead schedules. All electronic and hard copies of the schedule that Contractor provides to the City shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through completion within Contract Time.

3.8.7 The City has no obligation to accept an early completion date.

3.8.8 The City may request a recovery schedule should Contractor fall 21 or more Days behind any schedule milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates. The recovery schedule shall show the intended critical path. If the City requests, Contractor shall also: secure and demonstrate appropriate subcontractor and supplier consent to the recovery schedule; and submit a written plan and narrative explaining on trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or subcontractors.

3.8.9 If the Contractor requests an extension of the Time for Completion, it shall submit the request in a writing that provides information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. The writing shall include this narrative and a schedule diagram depicting how the changed Work or other impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current schedule impact or critical path or otherwise. Any requests of an extension of the Time for Completion stemming from an alleged project delay shall be made within five (5) days of the commencement of the alleged delay, explain the reason for delay, include the anticipated length of the delay, and contain a narrative justifying the extension, in addition to the other information and schedules required by this section.

3.9 Construction Staking. All Work done under this Contract must be in conformance with the Project Plans and staked by the Engineer in the field. The Contractor must inform the Engineer, forty-eight (48) hours in advance,

of the time and places at which he or she wishes to do work, in order that lines and grades may be furnished and necessary measurements for record and payment made, with the minimum of inconvenience to the Engineer and delay to the Contractor.

3.10 Materials Testing. Materials will be tested by the CITY OF FORT BRAGG or its authorized agent, following State of California Test Methods. Statistical testing may not be used. All individual samples must meet the specified test results. Each material used must meet the specified requirements.

The Contractor must request and coordinate all testing. All tests must occur in the presence of the Project Inspector. The City will, at its sole discretion, have the right to reject any and/or all test results that do not meet this requirement, and to order a retest in the presence of the Project Inspector. The costs for all retests so ordered will be the responsibility of the Contractor. The cost of all retests will be charged to the Contractor at the actual cost plus 30 percent, with a minimum charge of $150.00 per test to cover staff and administrative costs.

The City, at its sole expense, will provide all initial material and compaction tests. Sampling and testing will comply with Chapter 6 of the Caltrans Construction Manual, at a minimum. Where conditions vary, the City may perform additional testing. Cost for testing of materials offered in lieu of the specified materials will be the responsibility of the Contractor. Cost for R-value tests when required by the Standard Specifications will be the responsibility of the Contractor.

Testing will only be performed on normal City working days between the hours of 8:00 a.m. and 4:00 p.m. unless other arrangements are made in advance. Tests performed outside of these hours may be subject to increased charges.

The Contractor must request all tests in writing a minimum of two (2) working days in advance of the time desired. A minimum of one working day must be allowed for compilation and reporting of data and test results after tests have been performed. No subsequent layer of material may be placed until a passing test is obtained and acknowledged by the City.

Concrete and asphalt may be supplied only from suppliers approved and certified by the State Department of Transportation. Proposed mix designs for all concrete and asphalt concrete to be placed within the CITY OF FORT BRAGG must be provided to and approved by the City, prior to placement.

The Contractor must coordinate with the City concerning any additional testing as required.

4. CHANGES IN WORK

4.1 City Directed Change Orders. The City may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents, including, but not limited to the Technical Specifications, or Project Plans. Such amendments will in no way void the agreement, but may be applied to amend the Contract Price or Time for Completion, if such amendments affect the Contract Price, the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Section 4.

4.2 Writing Requirement. Change orders and other amendments to the Technical Specifications, the Project Plans, or other Contract Documents may be made only by a writing executed by authorized representatives of the City and the Contractor.

4.3 Contractor Proposed Change Orders. Unless the Construction Manager otherwise authorizes or the City and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Construction Manager no later than the time of the proposed change.

4.4 All Change Orders. All change order proposals must be submitted on completed Change Order forms provided by the City. All such change order proposals must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All change order proposals must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the change order, and must provide information justifying the requested change in the Time for Completion. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, will be accomplished by the Time for Completion then in effect.

4.5 Change Order Pricing. Change order pricing will be governed by the following:

4.5.1 Unit prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify unit prices.

4.5.2 Cost impacts involving items for which no unit prices are specified will be calculated by adding the itemized actual direct cost that would be added or reduced under the change order and an allowance for indirect costs in accordance with this Section. Itemization for direct costs for required labor must include the classifications of labor required, the total hours required for each classification, the hourly rate for each classification and other labor related costs such as liability and workers compensation insurance, social security, retirement and unemployment insurance. All other cost impacts for

which no unit prices are specified must be itemized as appropriate, including the cost of tools, vehicles, phones and other equipment, and the cost of all required materials or supplies. Indirect costs added under a change order may not exceed an allowance of fifteen (15) percent of the total of combined Contractor and subcontractor direct costs added under the change order. Such allowance covers Contractor overhead and profit under the change order and includes the cost of insurance in addition to that required pursuant to Section 8.8, bond premiums, superintendent labor, clerical labor, home office expenses, worksite office expenses, and utility costs under the change order. Such costs may not be itemized as direct costs under a change order. Indirect costs deducted under a change order will be calculated in exactly the same way as indirect costs added under a change order, except indirect costs deducted under a change order may not exceed an allowance of seven and a half (7.5) percent of the total of combined Contractor and subcontractor direct costs deducted under the change order.

4.6 Liability Under Unapproved Change Orders. The Contractor shall be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed in accordance with this Section 4. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed change order before issuance of an approved change order executed in accordance with this Section 4.

4.7 Changes Subject to Contract Documents. Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in accordance with the Contract Documents, including this Section 4, will in all respects be subject to all provisions of the Contract Documents, including, but not limited to, the Technical Specifications and the Project Plans, except as modified by such change orders or amendments.

4.8 Change Order Disputes.

4.8.1 Disputed City Directed Change Orders. If the Contractor disputes a City directed change order following a reasonable effort by the City and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the City, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the City to resolve the dispute, or within the time specified in the disputed

City directed change order, whichever is later. In performing Work consistent with a disputed City-directed change order pursuant to this provision the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.

4.8.2 Disputed Contractor Proposed Change Orders. If the City disputes a Contractor proposed change order, the City and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the City. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the City and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

4.9 Change in Time for Completion. The Time for Completion may only be changed through a Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence. Contractor shall not be entitled time extension for impacts that consume Float, but do not impact the critical path. Time extensions will not be granted unless substantiated by the Critical Path Method (CPM) Schedule, and then not until the CPM float becomes zero. If contractor fails to submit documentation requesting and justifying a change in Time for Completion consistent with the Contract Documents, the Contractor shall be deemed to have agreed that there is no extension of time and that Contractor has irrevocably waived its rights to any change in the Time for Completion. Contractor initiated change orders shall address any impacts on the Time for Completion when first submitted to the City. Contractor shall submit any request for change in the Time for Completion and all supporting information and documentation required by the Contract Documents within seven (7) working days of receipt of a City-directed Change Order.

5. TRENCHING AND UTILITIES

5.1 Contractor to Locate Underground Facilities. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency,

every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

Contractor shall contact Underground Service Alert (USA), and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide the City with copies of all USA records secured by Contractor. Contractor shall advise the City of any conflict between information in the Contract Documents, Drawings, independent investigations, and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.

Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, manholes, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in existing conditions data, Contract Documents, or USA records, or discovered during Contractor's pre- or post-bid investigation. Contractor shall immediately secure all such available information and notify the City and the utility City, in writing, of its discovery.

5.2 Excavation More Than Four Feet Deep. In accordance with California Public Contract Code Section 7104, if the Work involves excavation more than four feet deep the Contractor must promptly notify the City in writing before disturbing: any material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; any subsurface or latent physical conditions at the Work site differing from those indicated; or any unknown physical conditions at the Work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The City will promptly investigate any such conditions for which notice is given. If the City finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the City will issue a change order pursuant to Section 4 of these

General Provisions. If a dispute arises between the City and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents, but shall proceed with all Work to be performed. The Contractor will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

5.3 Excavation of Five Feet or More. In accordance with California Labor Code Section 6705, contractors performing contracts exceeding $25,000 in cost and involving excavation five or more feet deep must submit for the City's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.

5.4 Utility Relocation Costs.

5.4.1 In accordance with California Government Code Section 4215, the City assumes the responsibility for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the Work site if such utilities are not identified by the City in the Technical Specifications and/or Project Plans. The City will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities located at the Work site and not identified with reasonable accuracy in the Technical Specifications and/or Project Plans. The City will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the City's failure to provide for removal or relocation of such main or trunkline utility facilities.

5.4.2 Nothing in this provision or the Contract Documents will be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Work site; provided, however, that nothing in this provision or the Contract Documents shall relieve the City from identifying main or trunklines in the Technical Specifications and/or Project Plans.

5.4.3. Nothing in this provision or the Contract Documents will preclude the City from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

5.4.4 Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

5.4.5 If the Contractor while performing the Work discovers utility facilities not identified by the City in the Technical Specifications and/or Project Plans, the Contractor must immediately notify the City and utility in writing.

5.4.6 Either the City or the utility, whichever owns existing main or trunkline utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price.

5.5 Concealed or Unknown Conditions.

5.5.1 If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly give a written Notice of Differing Site Conditions to the City before conditions are disturbed, except in an emergency, and in no event later than seven (7) calendar days after first observance of:

5.5.1.1 Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or

5.5.1.2 Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

5.5.2 In response to Contractor's Notice of Differing Site Conditions under this Section, the City will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, the City will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If the City determines that physical conditions at the Project are not latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, the City will so notify Contractor in writing, stating reasons (with Contractor retaining all rights under the Contract Documents).

5.5.3 Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed latent or materially different Project conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time

Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.

5.5.4 Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Time for Completion, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by the City only where the Underground Facility:

5.5.4.1 Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and;

5.5.4.2 Contractor did not know of it; and

5.5.4.3 Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Time for Completion will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)

5.6 Contractor shall bear the risk that Underground Facilities not owned or built by the City may differ in nature or locations shown in information made available by the City for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on City's Project, and Contractor is to apply its skill and industry to verify the information available.

5.7 Contractor's compensation for claimed latent or materially different Project conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then

such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefor.

6. PROJECT FACILITIES

6.1 Work Site Offices. Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities shall be paid from and included in the Contract Price.

6.2 City Rights of Access and Ownership. The City and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the City and its authorized representatives, neither the Contractor nor its privities shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the United States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be deemed at all times to be City property subject to inspection and copying by the City and its authorized representatives at all reasonable times while such facilities are located at the Work site (including, at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the City's rights of access and/or Ownership pursuant to this Section 6 will constitute a material breach of the Agreement subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

7. PROSECUTION AND PROGRESS OF THE WORK

7.1 Liquidated Damages. Time is of the essence in the Agreement. The City and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the City will sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Agreement by the Time for Completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of $100 per day for each and every calendar day completion of the Work and/or performance of all of the Contractor's obligations that have accrued pursuant to the Agreement is delayed beyond the Time for Completion. The City and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the Agreement was made, and that the City may deduct liquidated damages sums in accordance

with this provision from any payments due or that may become due the Contractor under the Agreement.

7.2 No Damage for Avoidable Delays. All delays in the Work that might have been avoided by the exercise of care, prudence, foresight and diligence of the Contractor or any privities of the Contractor will be deemed avoidable delays. Delays in the Work that may be unavoidable but that do not necessarily affect other portions of the Work or prevent completion of all Work within the Time for Completion, including, but not limited to, reasonable delays in Engineer approval of shop drawings, placement of construction survey stakes, measurements and inspection, and such interruption as may occur in prosecution of the Work due to reasonable interference of other contractors of the City, will be deemed avoidable delays. The Contractor will not be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for avoidable delays.

7.3 Unavoidable Delays. All delays in the Work that result from causes beyond the control of the Contractor and that the Contractor could not have avoided through exercise of care, prudence, foresight, and diligence will be deemed unavoidable delays. Orders issued by the City changing the amount of Work to be done, the quantity of materials to be furnished, or the manner in which the work is to be prosecuted, and unforeseen delays in the prosecution of the Work due to causes beyond the Contractor's control, such as strikes, lockouts, labor disturbances, fires, epidemics, earthquakes, acts of God, neglect by utility owners or other contractors that are not privities of the Contractor will be deemed unavoidable delays to the extent they actually delay the Contractor's completion of the Work. The Contractor will be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the Contract Price for unavoidable delays to the extent such delays actually delay the Contractor's completion of the Work and/or result in the Contractor incurring additional costs in excess of the Contract Price.

7.4 No Damage for Contractor Caused Delay. Contractor shall not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents.

7.5 No Damage for Other Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the City and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the City, and/or within the contemplation of the City and the Contractor, and/or reasonable under the circumstances:

7.5.1 Exercise of the City's right to sequence the Work in a manner that would avoid disruption to the City and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the City or any other governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the City of any provisions of the Agreement.

7.5.2 Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the City or its representatives in a reasonable time in accordance with the Contract Documents.

7.6 Delays Caused by the City and/or Its Privities. Delay caused by the City and/or other Contractors of the City will be deemed unavoidable delays. Either the City or the Contractor may propose a change in the Time for Completion for delays that are purported to be caused by the City and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the City and the Contractor. Such proposed changes in the Time for Completion will constitute change order proposals subject to Section 4. In accordance with Section 4, the City and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing is in anticipation of cost impacts that may, but have not yet occurred, the City will be obligated to pay the Contractor for such anticipated impacts in accordance with the Agreement and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated cost impacts. Notwithstanding anything to the contrary in Section 4, the City and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the City and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the City will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

7.7 Weather Delays. Extensions of the Time for Completion will not be allowed for normal, adverse weather conditions that are consistent with historical weather data of the National Oceanographic and Atmospheric Administration of the U.S. Department of Commerce for the record station that is nearest or most applicable to the Work site. The Contractor should understand that normal adverse weather conditions are to be expected and plan the Work accordingly, such as by incorporating into the Project schedule, normal adverse weather delays as reflected in historical data of the National Oceanic and Atmospheric

Administration of the U.S. Department of Commerce for the weather station most applicable to the Work site. Extensions of the Time for Completion for delays due to adverse weather will be allowed only if the number of adverse weather days far exceeds the historical data. No extensions of the Time for Completion will be granted for normal, adverse weather conditions or for adverse weather conditions that merely result in delays that do not or would not, themselves, result in failure to complete the Work by the Time for Completion.

7.8 Delay Claims. Within five (5) days of the beginning of any delay, Contractor shall notify the City in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) days of submitting its notice of delay. The request must be in writing in the form of a change order and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay. The City will determine all claims and adjustments in the Time for Completion. No claim for an adjustment in the Time for Completion will be valid and such claim will be waived if not submitted in accordance with the requirements of this Section and Section 4.9. In cases of substantial compliance with the notice timing requirements of this Section (but not to exceed twenty-one (21) days from the beginning of the delay event), City may in its sole discretion recognize a claim for delay accompanied with the proper documentation and justification, provided the Contractor also shows good faith and a manifest lack of prejudice to the City from the late notice.

7.9 Contractor Coordination of the Work.

7.9.1 The City reserves the right to do other work in connection with or in the vicinity of the Project by contract or otherwise, and Contractor shall at all times conduct the Work so as to impose no hardship on the City, others engaged in the Work or other contractors working at the Work site. The Contractor will adjust, correct and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the Work site.

7.9.2 If any part of the Work depends for proper execution or results upon the work of the City or any other contractor, the Contractor will, before proceeding with such Work, promptly report to the City any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the City’s or other contractor's Work as fit and proper.

7.9.3 The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking

necessary for each trade shall be part of the Work except where stated otherwise.

7.9.4 The Contractor will provide proper facilities at all times for access of the City, the Construction Manager, Architect or Engineer, and other authorized City representatives to conveniently examine and inspect the Work.

8. CONTRACTOR RESPONSIBILITIES

8.1. Eligibility. By executing the Agreement, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the fullest extent permitted by law, the Contractor shall hold harmless and indemnify the City from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.

8.2 Non Discrimination. During the performance of this Contract, Contractor will not discriminate against any employee or subcontractor of the Contractor or applicant for employment because of race, religion, creed, color, national origin, gender, sexual orientation, or age. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, gender, sexual orientation, or age.

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

8.3 Supervision of the Work. The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the City, Construction Manager or Architect are disseminated to and followed by all subcontractors engaged in performance of the Work.

The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the City, the Construction Manager, or the Architect may require the Contractor and/or subcontractors engaged in performance of the Work to attend a project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the City and/or advisable in light of the matters to be addressed at the meeting.

8.4 Contractor's Superintendent. The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the City. The superintendent may not be changed without the consent of the City. The superintendent will represent the Contractor and all directions given by the City to the superintendent will bind the Contractor in accordance with the Agreement. Superintendent time included in Contractor's completed bid schedule and/or in approved change orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.

8.5 Competent Employees. The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Project any unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the City determines that a Contractor employee does not satisfy the requirements of this provision, upon notice from the City, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Project without City approval.

8.6 Items Necessary for Proper Completion of the Work. Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.

8.7 Construction Reports. The Contractor must submit daily construction reports detailing the daily progress of the Work to the Construction Manager on a weekly basis.

8.8 Subcontracting.

8.8.1 By executing the Contract, the Contractor certifies that no subcontractor is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Work. In accordance with California Public Contract Code Section 6109(b), any contract on a

public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The Contractor will ensure that no debarred subcontractor receives any public money for performing the Work, and any public money that may have been paid to a debarred subcontractor for the Work is returned to the City. The Contractor will be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform the Work.

8.8.2 The Agreement and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 et seq. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of one percent of the contract price, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor's own forces, and that the Contractor will perform that portion of the Work with the Contractor's own forces. If after award of the Agreement the Contractor subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Work, the Contractor will be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Agreement, assessment of a penalty of up to 10 percent of the amount of the subcontract, and disciplinary action by the Contractors State License Board.

8.8.3. No contractual relationship exists between the City and any subcontractor engaged in performance of the Work.

8.8.4 Incorporation of Contract Documents. The Contractor must incorporate the Contract Documents in each contract with a subcontractor engaged in the performance of the Work including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. The Contractor shall be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate project information to a subcontractor that results in improper submittals and/or work, or time or other impacts is the sole responsibility of the Contractor. The Contractor will have all of the obligations and the City will have all of the remedies that are specified in Section 11.

8.8.5 Subcontractor agrees to be bound to General Contractor and City in the same manner and to the same extent as General Contractor is bound to City under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the City's Contract Document Indemnity

and Insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all subcontractors to provide a valid certificate of insurance with the required endorsements included in the agreement prior to commencement of any work and General Contractor will provide proof of compliance to the City.

8.8.6 Coordination of Subcontract Work: The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials.

8.9 Insurance.

8.9.1 All required insurance shall be provided in the form of "occurrence"-type policies underwritten by admitted insurers in the State of California with a rating of A or better from the current year Best Rating Guide. All policies must be issued at the expense of the Contractor and must be maintained at the Contractor's expense throughout the performance of the Work.

8.9.2 The Contractor and any subcontractors engaged in performance of the Work must secure payment of workers compensation in accordance with California Labor Code Section 3700 and other applicable law. The Contractor must verify that all Subcontractors comply with this requirement.

8.9.3 Within ten (10) working days following City approval of this Agreement, the Contractor must submit to the City along with executed copies of all other documents specified in the Contract Check List certificates of insurance and endorsements evidencing that the Contractor has in effect and will maintain throughout the performance of the Work the following kinds and amounts of insurance:

8.9.3.1 Worker's Compensation Insurance. Workers Compensation and Employers Liability insurance as required by any applicable law, regulation or statute, including the provisions of Division IV of the Labor Code of the State of California, and any act or acts amending it. Worker's Compensation insurance must be for Statutory Limits and must cover the full liability of the Contractor. The Contractor's Employer's Liability Insurance must be in an amount no less than $1,000,000.00 per occurrence. The insurance must be endorsed to waive all rights of subrogation against City and its officials, officers, employees, and volunteers for loss arising from or related to the work performed under this agreement.

8.9.3.2 Commercial General Liability and Automobile Liability Insurance. Coverage for liability because of Bodily Injury and

Property Damage including, but not limited to the following coverage:

- Completed Operations and Products Liability
- Bodily Injury
- Personal Injury
- Broad Form Property Damage Liability
- Contractual Liability insuring the obligations assumed by the Contractor under the Contract Documents
- Automobile Liability, including owned, non-owned and hired automobiles
- Coverage for the XCU hazards of Explosion, Collapse and Underground Hazards

8.9.3.3 Commercial General Liability Self-Insured Retentions:

- All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability.
- Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.
- The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

8.9.3.4 Commercial Umbrella Policy. The limits of insurance required in these Contract Documents may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own Insurance or self-insurance shall be called upon to protect it as a named insured.

8.9.3.5 Builders Risk. The Contractor must, at the Contractor's own expense, maintain a builder's risk fire insurance policy, special form including extended coverage and vandalism, and malicious mischief endorsements. The policy must name the City and the Contractor as insureds. Such insurance must be carried in the amount of 100% of the Contract Price. In the event of a partial or total destruction by

fire of any or all of the Work at any time prior to the completion and acceptance thereof, the Contractor shall promptly reconstruct all Work so destroyed or injured at the Contractor's own cost and expense and at no cost to the City.

8.9.4 The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

8.9.5 The limits of the insurance required above will be at least:

Comprehensive General Liability

Bodily Injury Liability	$2,000,000	each occurrence
	$4,000,000	each aggregate
Property Damage Liability	$2,000,000	each occurrence
	$4,000,000	each aggregate

Comprehensive Automobile Liability

Bodily Injury Liability	$2,000,000	each person
	$2,000,000	each occurrence
Property Damage Liability	$2,000,000	each occurrence

Builders Risk issued for the value of the Contract Price

8.9.6 For each insurance policy required under the Agreement except for the required workers compensation insurance policy, the Contractor must provide endorsements that add the City, its officials, officers, employees, agents and volunteers as an additional insured ("Additional Insured"). Such endorsements must: provide that the insurance required to be furnished by the Contractor will be primary as regards the City, and that the City's insurance will be excess of and not contribute to the insurance required to be furnished by the Contractor; that the City will receive 30 day written notice of any reduction or cancellation of such insurance required to be furnished by the Contractor; and include a severability of interest clause acceptable to the City. Said endorsement shall be at least as broad as Insurance Services Office form number CG2010 (Ed. 11/85).

8.9.7 It shall be a requirement under these Contract Documents that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum

limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

8.9.8 Contractor shall maintain insurance as required by these Contract Documents to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

8.10 Indemnities.

8.10.1 The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the City, its officials, officers, employees, agents, volunteers and consultants, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes arising out of the Contractor's execution of the Work or of any subcontractor engaged in performance of the Work. To the fullest extent permitted by law the Contractor will indemnify, defend and hold harmless the City, its officials, officers, employees, agents, volunteers and consultants from and against any or all loss, liability, expense, claims, costs (including costs of defense and consultants' costs), suits, and damages of every kind, nature and description (including, but not limited to, penalties resulting from exposure to hazards in violation of the California Labor Code and bodily injury or death) directly or indirectly arising from the Contractor's performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or in part by any act or omission of Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever, save for liability for any loss, damage, or expense arising out of the City's sole negligence or willful misconduct.

8.10.2 The Contractor will indemnify, defend and hold harmless the City, the City's officials, officers, employees, volunteers, agents and the Construction Manager and Architect for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the

performance of the Work, and will furnish written assurance satisfactory to the City that any such charges have been paid.

8.10.3 The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, volunteers and consultants from such liability.

8.10.4 Approval of the Contractor's certificates of insurance and/or endorsements does not relieve the Contractor of liability under this Section 8.9. The Contractor will defend, with legal counsel reasonably acceptable to the City, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorney's fees incurred. The Contractor will promptly pay any judgment rendered against the City, its officials, officers, employees, agents, volunteers or consultants for any Claims. In the event the City, its officials, officers, employees, agents, volunteers or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the City, its officials, officers, employees, agents, volunteers and consultants any and all costs and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees.

8.10.5 Subject to the requirements of Section 5 of the General Provisions, the Contractor will indemnify, hold harmless and defend, with legal counsel reasonably acceptable to the City, the City and its officials, officers, employees, agents and volunteers from and against any and all claims related to damage to surface or underground facilities caused by the Contractor or any of the Contractor's privities or agents.

8.10.6 The Contractor will indemnify, hold harmless and defend, with legal counsel reasonably acceptable to the City, the City and its officials, officers, employees, agents and volunteers from and against any and all claims, including any fines or other penalties, related to failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement the Stormwater Pollution Prevention Plan ("SWPPP") in accordance with provision 12 of the Special Provisions. The City may withhold from amounts due or that may become due to the Contractor under this Contract amounts that equal or are estimated to equal the amount of claims, including fines, resulting from failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement

the SWPPP in accordance with provision 12 of the Special Provisions.

8.10.7 In accordance with California Civil Code Section 2782(a), nothing in the Contract will be construed to indemnify the City for its sole negligence, willful misconduct, or for defects in design furnished by the City. By execution of the Contract Documents the Contractor acknowledges and agrees that the Contractor has read and understands the insurance and indemnity requirements of the Contract Documents, which are material elements of consideration.

8.10.8 The defense and indemnification obligations of these Contract Documents are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in these Contract Documents.

8.10.9 Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of these Contract Documents for the full period of time allowed by law.

8.10.10 If Contractor fails to perform any of the foregoing defense and indemnity obligations, the City may defend itself and back-charge the Contractor for the City's costs and fees (including attorneys' and consultants' fees), and damages and withhold such sums from progress payments or other Contract monies which may become due.

8.11 Licenses/Permits. The Contractor must, without additional expense to the City, obtain all licenses, permits and other approvals required for the performance of the Work.

8.12 California Labor Code Requirements.

8.12.1 In accordance with California Labor Code Section 1771.1, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The Contractor and subcontractors engaged in performance of the Work must comply with Labor Code Section 1771.1.

8.12.2 In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under the Agreement.

8.12.3 In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours

during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

8.12.4 The Contractor and its subcontractors will forfeit as a penalty to the City $25 for each worker employed in the performance of the Work for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 et seq.

8.12.5 In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Contractor and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.

8.12.6 In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the Work must comply with Labor Code Section 1775 which establishes a penalty of up to $200 per day for each worker engaged in the performance of the Work that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner. The Contractor or subcontractor shall pay the difference between the 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. If a subcontractor worker engaged in performance of the Work is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefor unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

8.12.6.1 The contract executed between the Contractor and the subcontractor for the performance of part of the Work must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

8.12.6.2 The Contractor must monitor payment of the specified general prevailing rate of per diem wages by the

subcontractor by periodic review of the subcontractor's certified payroll records.

8.12.6.3 Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.

8.12.6.4 Prior to making final payment to the subcontractor, the Contractor must 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 employees engaged in the performance of the Work and any amounts due pursuant to California Labor Code Section 1813.

8.12.7 In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the Work, must 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 in performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 must be certified and must be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations and must otherwise be available for inspection in accordance with California Labor Code Section 1776.

8.12.8 In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

8.12.9 In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the Work to employ on the Work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for

which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

8.13 Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the Technical Specifications or Project Plans is to be construed to permit Work not conforming to these codes:

- National Electrical Safety Code, U. S. Department of Commerce
- National Board of Fire Underwriters' Regulations
- California Building Standards Code as adopted by the City
- California Mechanical Code as amended by applicable local ordinances for all construction work.
- California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
- Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- Industrial Accident Commission's Safety Orders, State of California
- Regulations of the State Fire Marshall (Title 19, California Code of Regulation) and Applicable Local Fire Safety Codes
- Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies
- Federal, state, and local air pollution control laws and regulations applicable to the Contractor and/or Work

8.14 Guaranty. The Contractor guarantees all of the Work for one year from the date the City accepts the Work. Upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the City. If the Contractor fails to make good any defects in the Work in accordance with this provision, in addition to any other available remedy under the contract or at law or equity, the City may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor’s maintenance bond for the cost of making good such defects and for the City’s reasonable legal costs, if any, of recovering against the

bond. The Contractor shall remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the City.

Where defective or rejected Work and any damage caused thereby has been corrected, removed, or replaced by the Contractor pursuant to this section, the guarantee period with respect to that Work shall be extended for an additional period of one year after such correction, removal, or replacement has been satisfactorily completed.

8.15 Safety.

8.15.1 In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the City nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work. The Contractor agrees that neither the City, the Construction Manager, the Architect, nor the Engineer will be responsible for having hazards corrected and/or removed at the Work site. The Contractor agrees that the City will not be responsible for taking steps to protect the Contractor's employees from such hazards, or for instructing the Contractor's employees to recognize such hazards or to avoid the associated dangers. The Contractor agrees with respect to the Work and the Work site, the Contractor will be responsible for not creating hazards and for having hazards corrected and/or removed, for taking appropriate, feasible steps to protect the Contractor's employees from such hazards and that the Contractor has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers.

8.15.2 Review and inspection by the City, the Construction Manager, the Architect or Engineer, and/or other representatives of the City of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and

applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.

8.15.3 The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.

8.15.4 Within ten (10) working days following notice of award the Contractor must submit to the City a copy of the Contractor's Safety Plan.

8.15.5 The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 et seq. of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.

8.16 Assignment of Unfair Business Practice Claims. In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

8.17 Contractor shall be responsible for properly notifying residents and property owners impacted by this project in accordance with City standards. Specific notification procedures vary with the type of work and shall be coordinated with the City before work begins. The City will furnish a list of impacted property owners.

8.18 Contractor shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

9. MEASUREMENT AND PAYMENT

9.1 F.O.B. All shipments must be F.O.B. destination to the Work site and/or other sites indicated in the Contract Documents. The Contract Price is all-inclusive (including sales tax). There shall be no additional compensation paid for containers, packing, unpacking, drayage or insurance.

9.2 Payment

9.2.1 On or about the first day of each calendar month the Contractor will submit to the Construction Manager a verified application for payment and schedule of values supported by a statement showing all materials actually installed during the preceding month and the cost of labor actually expended in the performance of the Work. **Billing must be received on a monthly basis, at a minimum.** Unless otherwise provided in the Contract Documents, no allowances or payments will be made for material or equipment not placed at the Work site.

9.2.2 To be eligible for payment the Contractor's applications for payment must include certified payroll reports prepared in accordance with California Labor Code Section 1776 and the Agreement for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months, applications for payment will not be processed without certified payroll reports.

9.2.3 In accordance with California Public Contract Code Section 20104.50, the City will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven (7) days after receipt by the City, along with a written description of the reasons why the application is improper. The Contractor's failure to submit a schedule in the time specified in Section 3.8, or its submission of a schedule to which the City has taken any uncorrected exception, shall serve as a basis for returning an application for payment in its entirety.

9.2.4 Unless the Contractor has elected to post securities in lieu of retention in accordance with California Public Contract Code Section 22300 and the Agreement, and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Agreement, the City will make progress payments to the Contractor in accordance with applicable law in the amount of ninety-five (95) percent of the value of the labor actually performed and the material incorporated in the Work as specified in Contractor's verified application for payment upon approval by the City's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed. If the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code Section 22300 and the Agreement and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Agreement, the City will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.

9.2.5 The City will pay the Contractor's final invoice in accordance with applicable law and this Section 9 following acceptance of the Work provided that:

9.2.5.1 The Contractor has furnished evidence satisfactory to the City that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the City.

9.2.5.2 No claim has been presented to the City by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.

9.2.5.3 No other claim or dispute exists under the Agreement or applicable law concerning payment of the Contractor's final invoice and/or release of the Agreement retention.

9.2.5.4 The Contractor has filed with the City the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety insurer acceptable to the City and such Maintenance Bond binds the Contractor as Principal and the Surety in accordance with its terms in the amount of 10% of the final Contract Price.

9.2.6 In accordance with California Public Contract Code Section 20104.50, if the City fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the City will pay the Contractor interest equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of days available to the City to make a payment without incurring an interest obligation pursuant to this provision and California Public Contract Code Section 20104.50 will be reduced by the number of days, if any, by which the City has delayed return of an application for payment beyond the seven day return requirement set forth in Section 9.2.5.

9.3 Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Agreement. The following costs may only be paid under the Agreement, if at all, as part of any allowance for contractor overhead and/or profit established under the Agreement.

9.3.1 Labor costs in excess of applicable prevailing wages pursuant to the Agreement and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide

compensation plans in effect at the time specified for the opening of Project bids for contractor and subcontractor employees engaged in the performance of the Work or in excess of the labor costs specified in Section 4.5 of this Contract in the case of cost impacts involving items for which the Contract Documents do not specify prices and for which no lump sum amount has been approved by the City. However, in no event will allowable direct labor charges under the agreement include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.

9.3.2 Superintendent labor and clerical labor.

9.3.3 Bond premiums.

9.3.4 Insurance in excess of that required under Section 8.8.

9.3.5 Utility costs.

9.3.6 Work Site office expenses.

9.3.7 Home office expenses.

9.3.8 Permit or license costs.

9.4 Retention. The City or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:

9.4.1 Defective work not remedied or uncompleted work.

9.4.2 Claims filed or reasonable evidence indicating probable filing of claims.

9.4.3 Failure to properly pay subcontractors or to pay for material or labor.

9.4.4 Reasonable doubt that the Work can be completed for the balance then unpaid.

9.4.5 Damage to another contractor.

9.4.6 Damage to the City.

9.4.7 Damage to a third party.

9.4.8 Delay in the progress of the Work, which, in the City's judgment, is due to the failure of the Contractor to properly expedite the Work.

9.4.9 Liquidated damages or other charges that apply to the Contractor under the Agreement.

9.4.10 Any other lawful basis for withholding payment under the contract.

9.5 Securities in Lieu of Retention.

9.5.1 In accordance with Public Contract Code Section 22300, except where federal regulations or policies do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the City to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement. The Escrow for Security Deposit agreement is provided in the Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to the Contractor.

9.5.2 Alternatively, at the Contractor's request and expense, the City will pay retentions earned directly to the escrow agent. At the Contractor's expense, the Contractor may direct investment of the payments into securities. Upon satisfactory completion of the Work, the Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City pursuant to this provision and the terms of the Escrow for Security Deposit agreement. The Contractor will, within 20 days of receipt of payment, pay to each subcontractor the respective amount of interest earned, less costs of retention withheld from each Subcontractor, on monies withheld to ensure the Contractor's performance of the Work.

9.5.3 Securities eligible for investment in accordance with this provision include those listed in 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 the Contractor and the City.

9.5.4 The Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

10. PROJECT ACCEPTANCE AND CLOSEOUT

10.1 Occupancy. The City reserves the right to occupy or use any part or parts or the entirety of the Work before the Work is fully performed. Subject to applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the City's rights under the Agreement, any Agreement bonds, or at law or equity. Occupancy or use shall not waive the City's rights to assess

liquidated damages in accordance with Section 7 after the date of such occupancy or use.

10.2 Work Completion and Final Inspection. When the Contractor considers the Work is completed, the Contractor will submit written certification to the Construction Manager specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the City's representative and are operational. The City and/or the City's authorized representatives will make an inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work. The Contractor will take immediate steps to remedy the stated deficiencies and give notice of correction to the Construction Manager. Upon receiving a notice of correction, the City or the City's authorized representatives will re-inspect the Work. The Contractor must correct all punch list items within 15 working days after the issuance of the punch list. Before acceptance of the Work the Contractor must submit: one set of the Project Record Drawings (As-Builts), and any equipment operating and maintenance instructions and data, warranties.

10.3 Work Acceptance.

10.3.1 All finished Work will be subject to inspection and acceptance or rejection by the City, the Construction Manager, and the Architect or Engineer and other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the City.

10.3.2 The City will accept the Work in writing only when the Work has been completed to the City's reasonable satisfaction. Progress payments will in no way be construed as acceptance of any part of the Work.

10.3.3 In evaluating the Work, no allowance will be made for deviations from the Technical Specifications, Project Plans or other Contract Documents unless already approved in writing in accordance with the requirements of Section 4, above.

10.3.4 The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.

10.3.5 None of the provisions of this section, including acceptance of the Project, final payment, or use or occupancy of the Project Site shall constitute acceptance of Work not done in accordance with the

Contract Documents nor relieve Contractor of liability relating to the express guarantees or responsibility for faulty materials or workmanship. Nothing in this section or the Contract Documents shall be construed to limit, relieve, or release Contractor's, subcontractors', and materials suppliers' liability to the City for damages sustained as a result of latent defects in materials, equipment, or the Work caused by the Contractor, its agents, suppliers, employees, or Subcontractors.

11. REMEDIES AND DISPUTES

11.1 Failure to Correct Work. Within ten (10) working days of receiving written notice from the City describing Work that is defective or that is otherwise not in accordance with the requirements of the Agreement and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the City written notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence correction of such Work in accordance with the City's notice and the Agreement. If the Contractor and/or the Contractor's sureties do not give the City written notice of intent to correct such Work and commence correction of such Work within ten (10) working days of receipt of the City's notice, then the City may correct such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other remedies that the City may have under the Agreement and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor. Contractor shall not be entitled to an extension of the Time of Completion because of a delay in the performance of the Work attributable to the City's exercise of its rights under this section.

11.2 Termination for Cause

11.2.1 In accordance with California Public Contract Code Section 7105, in addition to all other available remedies that the City may have under the Agreement, and at law or equity, the City may terminate the Contractor's control of the Work for any material breach of the Contract, including, but not limited to the following:

11.2.1.1 If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for due to reasons beyond the control of the Contractor pursuant to the Contract Documents.

11.2.1.2 If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.

11.2.1.3 If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.

11.2.1.4 If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the performance of the Work in accordance with the Contract Documents and applicable law.

11.2.1.5 If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the Work, or the instructions of the City, the Construction Manager, the Architect, or other authorized representatives of the City.

11.2.2 If the City intends to terminate the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the City's intent to terminate the Contractor's control of the Work will be given by registered or certified mail and specify the grounds for termination, the required cure and the time by which the cure must be effected. Upon receipt of notice of the City's intent to terminate the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the Contractor will have ten (10) days from receipt of the notice or a longer time specified in the notice to cure its default. If the Contractor does not affect the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by registered or certified mail. The notice of termination will specify: that upon receipt of the notice the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Agreement; and that if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the Agreement and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Agreement within ten (10) days after receipt of notice of termination that the City may declare the Contractor's sureties in default and take

over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other available remedies that the City may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contactor.

11.2.3 Upon termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, the Contractor will, if so directed by the City, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the Work.

11.2.4 Upon termination of the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the City reserves the right to refuse tender of the Contractor by any surety to complete the Work.

11.2.5 If the City completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the City and/or others arising out of the Agreement and any other charges that apply to the Contractor under the Agreement, the difference will be paid to the Contractor. If such expenses of completing the Work exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the City.

11.2.6 If the Agreement or Contractor's control of the Work is terminated for any reason, Contractor waives all consequential damages resulting therefrom, including, but not limited to, the loss of any anticipated profit by the Contractor for the Work, the loss of profit on any potential or future jobs, and the loss of bonding capacity.

11.2.7 In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the City and the Contractor may, by written agreement, terminate the Agreement. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the contract price shall control. The parties may in any other case adopt the contract price as the reasonable value of the work or any portion of the work done.

11.2.8 In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have following a termination for convenience. Any contractor claim arising out of a termination for cause shall be made in accordance with this section.

11.3 Termination for Convenience.

11.3.1 The City may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that termination is in the City's best interest. Termination shall be effected by the City delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.

11.3.2 Contractor shall comply strictly with the City's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.

11.3.3 Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by: (i) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual

contract value of the work completed as measured by the Schedule of Values and Progress Schedule; and (ii) offset by payments made and other contract credits. In connection with any such calculation, however, the City shall retain all rights under the Contract Documents including, without limitation, claims, indemnities, or setoffs.

11.3.4 Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

11.4 Disputes.

The procedure set forth in California Public Contracts Code section 9204 (as summarized in Exhibit A attached hereto) shall apply to all "claims" by the Contractor on the City, as that term is defined in Section 9204. With respect to "claims" or any portion of a claim not resolved by way of the procedure set forth in Section 9204, the following procedure shall thereafter apply as follows:

11.4.1 In accordance with California Public Contract Code Section 20104.2, the following procedures apply to claims of $375,000 or less between the Contractor and the City:

11.4.1.1 The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

11.4.1.2 For claims of less than fifty thousand dollars ($50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.

11.4.1.2.1 If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.

11.4.1.2.2 The City's written response to the claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

11.4.1.3 For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.

11.4.1.3.1 If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.

11.4.1.3.2 The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

11.4.1.4 If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

11.4.1.5 Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

11.4.1.6 This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1

(commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

11.4.2 In accordance with California Public Contract Code Section 20104.4, the following procedures apply to civil actions to resolve claims of $375,000 or less between the City and the Contractor:

11.4.2.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

11.4.2.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

11.4.2.2.1 Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

11.4.2.2.2 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving

an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

11.4.2.3 The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

11.4.3 In accordance with California Public Contract Code Section 20104.6:

11.4.3.1 The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

114.3.2 In any suit filed under Public Contract Code Section 20104.4 concerning this contract, the City shall pay interest at the legal rate on any arbitration award or judgment. Such interest shall accrue from date the suit was filed.

11.5 Non-Waiver.

11.5.1 Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

11.5.2 Neither acceptance of the whole or any part of Work by City nor any verbal statements on behalf of City or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to City herein nor any right to damages provided in the Contract Documents.

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CITY OF FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

CONTRACT, PART 3

SPECIAL PROVISIONS

12. SPECIAL PROVISIONS

12.1 Description of Work.

The Work in general consists of installation of playground equipment at Bainbridge park and other such items of work as are required to complete the project in accordance with this Contract, the Project Plans and Technical Specifications.

The estimate of the quantities of work to be done is approximate only and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or any portion of the work as directed by the Construction Manager.

Incidental items of construction necessary to complete the whole Work in a satisfactory and acceptable manner as shown on the Project Plans and as provided for in the Technical Specifications and not specifically referred to in this section, will be understood to be furnished by the Contractor.

12.2 Construction Limitations.

The Contractor will be expected to conduct his or her operations in a manner that creates a minimum of damage to the natural vegetation and landscape. Ingress and egress must be via the existing driveways. Care must be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours of after work hours, which will include dust control, backfilling trenches immediately following pipe laying and temporary fencing as required. Excavation made under this Contract must be backfilled before leaving the Work for the night.

The Contractor will be responsible for obtaining permission from the property owners for any construction outside of the Work site or easements as shown on the plans. Equipment will be restricted to the immediate area of construction, pipe trenches will be backfilled as soon as possible.

Receptacles for construction residue, including oil, cleaning fluids, and litter must be covered. Such residues must be disposed of in a proper manner.

Construction activity within the existing right-of-way must be scheduled to minimize traffic inconvenience and safety hazards to motorists, pedestrians and cyclists.

12.3 Storm Water Pollution Prevention.

The Contractor must perform the Work in compliance with all applicable requirements of the California State Water Resources Control Board pursuant to Order No. 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 ("General Permit") adopted pursuant to regulations adopted by the U.S. Environmental Protection Agency (USEPA) on November 16, 1990 and codified in 40 Code of Federal Regulations Parts 122, 123, 124. The General Permit applies to storm water discharges from construction sites that disturb land equal to or greater than one acre, and to construction activity that results in soil disturbances of less than one acre if the construction activity is part of a larger common plan of development that encompasses one acre or more of soil disturbance or if there is significant water quality impairment resulting from the activity. The General Permit requirements that may apply to the Contractor's performance of the Work include, but are not limited to:

a. Development and implementation of a Storm Water Pollution Prevention Plan ("SWPPP") that specifies Best Management Practices ("BMPs") that will prevent all construction pollutants from contacting storm water and with the intent of keeping all products of erosion from moving off site into receiving waters.

b. Elimination or reduction of non-storm water discharges to storm sewer systems and other waters of the nation.

c. Inspection of all BMPs.

Portions of the Work that may be subject to the General Permit include, but are not limited to clearing, grading, stockpiling and excavation.

Prior to commencing performance of the Work, the Contractor must prepare and file a Notice of Intent to obtain coverage under the General Permit, a vicinity map, and the applicable fee, with the California State Water resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, California 95812-1977.

Prior to commencing performance of the Work, the Contractor must also prepare an SWPPP in accordance with all applicable requirements of the General Permit and submit the SWPPP to the Construction Manager for approval.

The Contractor must also develop and implement a monitoring program to verify compliance with the General Permit.

The SWPPP must include a Project site map. Geometric equations, notes, details, and all data not related to water pollution control work shall be removed to provide clarity. A copy of the Project Plans must be used as a base plan, with the pertinent stage of construction shown as an overlay to accurately reflect Project Site conditions at various phases of construction.

The Contractor must revise and update the SWPPP whenever there is a change in construction operations that may affect the site drainage patterns or discharge of pollutants to surface waters, groundwaters, or a separate municipal storm sewer system.

Any fines, damages, Work delays or other impacts that result from failure of the Contractor or privities or agents of the Contractor to fully comply with the requirements of the General Permit or to fully implement the SWPPP will be solely the responsibility of the Contractor.

The Contractor must keep a copy of the General Permit, together with updates and revisions, at the Project Site and provide copies of the SWPPP at the request of the City.

12.4 Maintaining Traffic and Pedestrian Operations.

The Contractor must conduct his or her operations so as to cause the least possible obstruction and inconvenience to public traffic. Unless otherwise approved by the Construction Manager, all traffic must be permitted to pass through the Work.

Due to the need to accommodate and minimize inconvenience to the public, unless expressly specified or approved in writing by the Construction Manager, no road closures will be permitted. Public vehicular and pedestrian traffic must be allowed to travel through the Work area with an absolute minimum of interruption or impedance unless otherwise provided for in the Special Provisions or approved in writing by the Construction Manager. The Contractor must make provisions for the safe passage of pedestrians around the area of Work at all times.

Residents affected by construction must be provided passage and access through the Work area to the maximum extent possible. Where existing driveways occur on the street, the Contractor must make provisions for the trench crossings at these points, either by means of backfill or by temporary bridges acceptable to the Construction Manager, so that the length of shut-down of any driveway is kept to a minimum. In addition, all driveways must be accessible at the end of each workday, and no driveway or property access may be closed for more than four (4) hours during the workday. Access to driveways, houses, and buildings along the road or street must be as convenient as possible and well maintained, and all temporary crossings must be maintained in good condition. To minimize the need for and complexity of detours, not more than one crossing or street intersection or road may be closed at any one time without the written approval of the Construction Manager.

The Contractor must provide multiple, advance written notices of closures to all affected property owners in a form approved by the Construction Manager.

Except as otherwise approved by the Construction Manager, the stockpiling or storing of material in City streets or rights of way shall be prohibited. Where this is unavoidable, all such materials must be piled or stored in a manner that will not obstruct sidewalks, driveways, or pedestrian crossings. Gutters and drainage channels must be kept clear and unobstructed at all times. All such materials shall be stored and handled in a manner that protects City streets, sidewalks, or other facilities from damage.

Where approved in advance by the Construction Manager, the Contractor must construct and maintain detours for the use of public traffic at his or her own expense. Failure or refusal of the Contractor to construct and maintain detours so approved at the proper time will be a material breach of the Contract subject to any and all remedies available pursuant to the Contract Documents and at law and equity. Such remedies include, but are not limited to, termination pursuant to Section 11.

Throughout performance of the Work, the Contractor must construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for the public and private traffic at all times including Saturdays, Sundays and holidays.

The Contractor will be responsible for keeping all emergency services, including the Fort Bragg police and fire departments informed of obstructions to, or detours around any public or private roads caused by reasons of his or her operations.

The Contractor must comply with the State of California, Department of Transportation Manual of warning signs, lights, and devices for use and performance of work within the job site.

The fact that rain or other causes, either within or beyond the control of the Contractor, may force suspension or delay of the Work, shall in no way relieve the Contractor of his or her responsibility of maintaining traffic through the Project and providing local access as specified in this section. The Contractor must, at all times, keep on the job such materials, force and equipment as may be necessary to keep roads, streets and driveways within the Project open to traffic and in good repair and shall expedite the passage of such traffic, using such force and equipment as may be necessary.

Full compensation for conforming to the requirements of this section will be deemed included in the prices paid or the various Contract items of Work, and no additional allowances will be made therefor.

12.5 Public Safety.

The Contractor must at all times conduct the Work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the Work.

No pedestrian or vehicle access way may be closed to the public without first obtaining permission of the Construction Manager.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Construction Manager, the warning devices furnished by the Contractor are not adequate, the City may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations, and the Contractor will be liable to the City for, and the City may deduct from amounts due or that may become due to the Contractor under the Contract, all costs incurred including, but not limited to, administrative costs.

Nothing in this section will be construed to impose tort liability on the City or Construction Manager.

Contractor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be

accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

12.6 Protection of Existing Facilities and Property.

The Contractor must notify Underground Service Alert (USA) for marking the locations of existing underground facilities.

Subject to Section 5 of the General Provisions, the Contractor must take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the Work site. Subject to Section 5 of the General Provisions, no error or omission of utility markouts will be construed to relieve the Contractor from his responsibility to protect all underground pipes, conduits, cables or other structures affected by the Work.

The existing underground facilities in the area of Work may include telephone, television and electrical cables, gas mains, water mains, sewer pipe and drainage pipe. The various utility companies must be notified before trenching begins and at such other times as required to protect their facilities. Subject to Section 5 of the General Provisions, all underground facilities must be located and exposed ahead of trenching to prevent damage to the facilities, and to determine the depth and character of all facilities that cross or infringe on the trench prism. The Contractor must immediately notify the Construction Manager of any facilities found. If damage should occur to the existing facilities, the utility company and the City must be notified immediately and, subject to Section 5 of the General Provisions, repairs acceptable to the utility company must be made at the Contractor’s expense.

The Project Plans show the underground utilities on the site of the construction insofar as they are known to the City. The drawings may not show facilities apparent from visual inspection of the site or service laterals or appurtenances, the existence of which can be inferred from the presence of other visible facilities such as buildings, meters, junction boxes, etc. on or adjacent to the construction site.

If in the performance of the Work an existing utility is encountered that is not shown on the Project Plans and is not apparent or inferable from visual inspection of the Project site, the Project Inspector must be notified

immediately. The Construction Manager will determine, subject to Section 5 of the General Provisions, whether the Project Plans or Technical Specifications should be modified, or whether the existing utility should be relocated or whether the Contractor must work around the existing utility. Subject to Section 5 of the General Provisions, the Contractor must replace, at his or her own expense, in as good condition as they were prior to the start of construction, all existing improvements and surroundings damaged by his or her operation. Reconstruction of all existing improvements must conform to CITY OF FORT BRAGG Public Works Standard Specifications and Details under the direction of and subject to the acceptance by the Construction Manager.

Subject to Section 5 of the General Provisions, should the Contractor fail to take adequate measures to avoid injury or damage to the facilities described above, the City may take any actions necessary to protect such facilities from the Contractor's operations. Subject to Section 5 of the General Provisions, the City may withhold the cost of injury to existing surface and underground utility facilities in and near the Work site from amounts due or that may become due the Contractor.

12.7 Preconstruction Conference.

A pre-construction conference will be scheduled, at which time the Contractor must present his or her proposed work schedule in accordance with Section 3.8 of the General Provisions, information concerning offsite yards, Subcontractors, location of disposal and stock pile areas, and traffic control plans. All such schedules will be subject to the approval of the Construction Manager and the applicable agencies.

City will schedule and administer intermittent progress meetings throughout duration of work. City will determine the location and time for the meetings.

12.8 Owner Notification.

The Contractor must notify all property owners and businesses affected by the Work at least 48 hours before Work is to begin. The notice must be in writing in the form of a door hanger, and must indicate the Contractor's name and phone number, type of work, day(s) and time when Work will occur. Notices must be reviewed in advance and approved by the Construction Manager.

12.9 Emergency Service Providers Notifications.

The Contractor must furnish the name and phone number of a representative that can be contacted in the event of an emergency. Said information must

be reported to the City Police Department dispatcher, and updated as required to provide 24-hour phone access.

12.10 Clean up.

Attention is directed to Section 4-1.02 of the Caltrans Standard Specifications, which section is made a part of this Contract.

Before final inspection of the Work, the Contractor must clean the construction site and all ground occupied by him in connection with the Work, of all rubbish, excess material, falsework, temporary structures and equipment. All parts of the Work shall be left in a neat and presentable condition.

Nothing herein shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the Construction Manager.

12.11 Payment.

Payment for all work and work requirements specified in these Special Provisions shall be considered as included in the Contract Price and no additional allowances shall be made therefore.

12.12 Construction Staking.

Attention is directed to Section 3.9 of the General Provisions for information on Construction Staking.

12.13 Materials Testing Allowance.

Attention is directed to Section 3.10 of the General Provisions for information on Materials Testing Allowance.

12.14 Obstructions.

Attention is directed to Section 15, “Existing Highway Facilities,” of the Caltrans Standard Specifications, which section is made a part of this Contract.

Attention is directed to the existence of overhead and underground power, telephone, and television cable poles, underground sewer mains and laterals, underground gas mains, and underground water mains and laterals within the area in which construction is to be performed.

Prior to starting the Work, the Contractor must (a minimum of 2 working days in advance) call Underground Service Alert (USA), toll free, at 811, and provide USA with all necessary data relative to the proposed work. USA will accept calls and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m. calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours and on Saturdays, Sundays and holidays, the Contractor shall contact the organization owning the affected facility. Upon notification, agencies having facilities in the area of the proposed excavation will mark their locations in the field using USA standard colors and codes to identify the facility.

The Contractor will be required to work around public and private utility facilities and other improvements that are to remain in place within the construction area, and he will be held liable to the owners of such facilities for interference with service resulting from his operations.

12.15 Hours of Work.

Unless otherwise specified herein, all construction activity, except for emergency situations, will be confined to Monday through Friday between the hours of 7:30 a.m. and 6:00 p.m., to minimize nuisances to local residents. Mufflers and/or baffles will be required on all construction equipment to control and minimize noise. The Contractor must comply with all applicable noise regulations in the City's Zoning Ordinance.

Saturdays, Sundays, holidays and overtime shall not be regarded as working days. Work shall not be allowed on non-working days without the expressed approval of the Construction Manager. The Contractor shall make a request for approval in writing with the stipulation (implied or expressed) that the Contractor shall pay for all overtime labor charges at the applicable hourly rate of the City or contract employee performing duties of inspector and/or resident engineer. All overtime labor charges shall be deducted from the final payment along with any liquidated damages.

Work necessary for the proper care and protection of work already performed or in case of emergency may be allowed without permission of the Construction Manager.

12.16 Dust Control.

The Contractor must furnish all labor, equipment, and means required and carry out effective measures wherever and as often as necessary to prevent

its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance. The Contractor will be responsible for any damage resulting from any dust originating from the performance of the Work. The use of water resulting in mud on streets, sidewalks, or driveways, will not be permitted as a substitute for sweeping or other methods of dust control. The Contractor may not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

Dust control must conform to the provisions in Sections 10-5, “Dust Control” and Section 18, “Dust Palliatives” of the Caltrans Standard Specifications, which section is made a part of this Contract.

12.17 Water for Construction and Dust Control.

Unless otherwise provided, the Contractor will be responsible for applying to the City’s Utility Department to establish utility accounts (at no charge) for all water necessary to perform the Work. The Contractor must comply with all City requirements for construction water, including provision of deposits and provision of backflow prevention devices. In accordance with State law, backflow prevention devices for construction water connections must be re-tested when relocated. The Contractor will be responsible for the cost of any re-testing.

The Contractor is prohibited from operating gate valves, fire hydrants, pumps or any other components of the City water system. The Contractor must contact the City’s utilities staff, a minimum of twenty-four (24) hours in advance, to operate these or any other components on the City water system.

12.18 Protection and Restoration of Vegetation.

Trees, lawns, shrubbery and vegetation that are not to be removed must be protected from damage or injury. Existing trees, shrubs, and other plants, that are not to be removed and are injured or damaged by reason of the Contractor’s operations, must be replaced by the Contractor in accordance with the requirements in Section 20-3.01C, “Replacement,” of the Caltrans Standard Specifications. Section 20-3.01C of the Caltrans Standard Specifications is made a part of this Contract.

When it is necessary to excavate adjacent to existing trees, shrubs, or hedges, the Contractor must use all possible care to avoid injury to the trees, shrubs, or hedges and their roots. No roots or limbs two inches (2") or larger

in diameter may be cut without the express approval of the Construction Manager.

All roots two inches (2") in diameter and larger left in place must be wrapped with burlap to prevent scarring or excessive drying. When it is necessary to cut limbs and branches of trees to provide clearance for equipment used in construction, the Contractor must repair the damaged areas by properly painting with an emulsified asphalt type seal. All cuts through 1/2" or larger roots and limbs must be hand trimmed and cleanly cut before being repaired.

12.19 Surplus Material.

All material removed or excavated during the course of construction will be surplus. All surplus material will be the property of the Contractor and be disposed of outside the right-of-way, unless the City elects to salvage certain objects that are determined to be of historical interest. The City reserves the right of ownership of all objects that it elects to salvage, and the Contractor must protect such objects from subsequent damage until delivered unto the care of the owner.

12.20 Cultural Resources.

In accordance with the National Historic Preservation Act of 1966 (16 U.S.C. 470), the following procedures are implemented to ensure historic preservation and fair compensation to the Contractor for delays attendant to the cultural resources investigation. The Contractor hereby agrees to comply with these procedures.

12.21 Historical Finds.

In the event potential historical, architectural, archeological, or cultural resources (hereinafter called cultural resources) are discovered during subsurface excavations at the site of construction, the following procedures will apply:

1. The Contractor must immediately notify the Construction Manager and stop any Work that may jeopardize the find pending an investigation of its significance;
2. The Construction Manager will select a qualified archeologist (such as through the Northwest Information Center at Sonoma State University or other official contact) and wait for an archaeologist to complete an evaluation of significance before continuing Work in that area.
3. The Construction Manager will supply the Contractor with a “Stop Work Order” directing the Contractor to cease all portions of the Work that

the Construction Manager determines may impact the find. The “Stop Work Order” will be effective until a qualified archaeologist assesses the value of the potential cultural resources. The “Stop Work Order” will contain the following:

a. A clear description of the Work to be suspended;

b. Any instructions regarding issuance of further orders by the Contractor for materials services;

c. Guidance as to action to be taken regarding Subcontractors;

d. Any direction to the Contractor to minimize costs; and

e. Estimated duration of the temporary suspension.

4. If the archaeologist determines the potential find is a bona fide cultural resource, the Construction Manager may extend the duration of the “Stop Work Order” in writing, and if so the ”Stop Work Order” will remain in effect and Work subject to the “Stop Work Order” may not resume until authorized by the Construction Manager.

12.22 Cultural Resources Defined.

Possible indicators that a cultural resource has been found include, but are not limited to the following:

1. Prehistoric-era archaeological site indicators: obsidian tools, tool manufacture waste flakes, grinding and other implements, dwelling sites, animal or human bones, fossils, and/or locally darkened soil containing dietary debris such as bone fragments and shellfish remains;

2. Historic-era site indicators: ceramic, glass, and/or metal.

12.23 Construction Manager’s Discretion.

Once possible cultural resources are found at the Work site, the Construction Manager may use discretion to continue the Work, regardless of the cultural resource find, if the Construction Manager determines that there are overriding considerations such as the instability of the excavation site, the existence of adverse weather or other conditions that would preclude leaving the site exposed, or if the site would be unsafe to workers who would retrieve cultural resource items from therein.

CITY OF FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

CONSTRUCTION PERFORMANCE BOND

(Note: The selected contractor must use this form. Use of any other bond form may prevent a contract from forming.)

THIS CONSTRUCTION PERFORMANCE BOND (Bond), dated _____, is in the amount of _____ (Penal Sum), which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to _____ (Contractor),

_____ (Surety), City of Fort Bragg (City), or other party shall be considered plural where applicable.

CONTRACTOR:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Address	Principal Place of Business
_____	_____
City/State/Zip	City/State/Zip

CONSTRUCTION CONTRACT:

Agreement for the _____ (Project) located at _____ (Address), California, dated _____, in the amount of _____.

CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature:_____	Signature: _____
Name:_____	Name:_____
Title: _____	Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and the State of California for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.

3. If there is no City Default, Surety's obligation under this Bond shall arise after:

   3.1 City provides Surety with written notice that City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

   3.2 City has agreed to pay the Balance of the Contract Sum:

      3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

      3.2.2 To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When City has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:

   4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or

   4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without City's consent; or

   4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to City for a contract for performance and completion of the Construction Contract and, upon determination by City of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by City and the contractor or Contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety

equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to City the amount of such excess; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with City, determine in good faith its monetary obligation to City under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to City with full explanation of the payment's calculation. If City accepts Surety's tender under this Paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by City and Surety at the time of tender. If City disputes the amount of Surety's tender under this Paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.

5. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.

6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Construction Contract obligations. Surety's obligations include, but are not limited to:

6.1 Contractor's obligations to complete the Construction Contract and correct Defective Work;

6.2 Contractor's obligations to pay liquidated damages; and

6.3 To the extent otherwise required of Contractor under the Construction Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).

7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes City to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which City is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.

8. If Surety elects to act under Paragraphs 4.1, 4.2, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.

9. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.

10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any City action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any City action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an City Default.

11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the Superior Court of the County of Mendocino, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from City to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.

12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in the Construction Contract. Actual receipt of notice by

Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. Definitions

14.1 Balance of the Contract Sum: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

14.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in the Construction Contract.

14.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

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CITY OF FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

(Note: The selected contractor must use this form. Use of any other bond form may prevent a contract from forming.)

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 WHEREAS, the City of Fort Bragg, 416 N. Franklin Street, Fort Bragg, California 95437 (City) has awarded a Contract to _____ _____as Principal, dated the ___day of _____**,** _____ (the Contract), titled THE _____PROJECT in the amount of $_____, which Contract is by this reference made a part hereof, for the work of the following Contract:

_____

_____

_____

1.02 WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.03 NOW, THEREFORE, we, the undersigned Principal and _____ _____, as Surety, are held and firmly bound unto City in the sum of 100% OF THE CONTRACT PRICE **($_____)**, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by City, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing City's rights against the other.

1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ___day of _____ , _____.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal)	Company: (Corp. Seal)
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code

END OF DOCUMENT

FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437

MAINTENANCE BOND

(Note: The selected contractor must use this form. Use of any other bond form may prevent a contract from forming.)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the CITY OF FORT BRAGG has awarded to _____, (designated as the "PRINCIPAL") a contract for the _____ Project, Project No. _____, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned _____ _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the CITY OF FORT BRAGG, (designated as the "OBLIGEE"), in the penal sum of _____ Dollars ($_____), lawful money of the United States, being a sum not less than ten percent (10%) of the final Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this ____ day of _____, _____ the name and corporate seals

of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) PRINCIPAL

By:_____

(Acknowledgement) Title:_____

(Corporate Seal) SURETY

By:_____
(Attorney-in-fact)

(Acknowledgement) Title:_____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.

END OF DOCUMENT

EXHIBIT A

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

From:	Ducey, Peggy
To:	Lemos, June
Subject:	FW: Public Comment -- 2/13/2023 CC Mtg., Item No. 8C
Date:	Thursday, February 9, 2023 8:51:47 AM

From: Jacob Patterson <jacob.patterson.esq@gmail.com>
Sent: Wednesday, February 8, 2023 1:47 PM
To: Lemos, June <jlemos@fortbragg.com>
Subject: Public Comment -- 2/13/2023 CC Mtg., Item No. 8C

This isn't really a substantive comment on the proposal, which is exciting and I encourage you to approve the project, but I just wanted to write in and state that this item provides an excellent example of how to write a brief but Brown Act compliant agenda description.

City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 23-035

Agenda Date: 2/13/2023 **Version:** 1 **Status:** Passed

In Control: City Council **File Type:** Staff Report

Agenda Number: 8D.

Receive Presentation on the Annual Comprehensive Financial Report (ACFR) for the Year Ended June 30, 2022 for the City of Fort Bragg and Consider Accepting the ACFR as Presented

AGENCY:	**City Council**
MEETING DATE:	**February 13, 2023**
DEPARTMENT:	**Finance**
PRESENTED BY:	**Isaac Whippy**
EMAIL ADDRESS:	**iwhippy@fortbragg.com**

AGENDA ITEM SUMMARY

TITLE:
Receive Presentation on the Annual Comprehensive Financial Report (ACFR) for the Year Ending June 30, 2022, for the City of Fort Bragg and Consider Accepting the ACFR as Presented

ISSUE:
As required by State and federal law, an independent audit of the City's financial records must be performed on an annual basis. The financial records include those of the City of Fort Bragg ("City") and its component unit, the Fort Bragg Municipal Improvement District No. 1 ("District").

JJACPA, Inc., an independent audit firm, has performed and completed an audit review for the City and District. Copies of the reports will be forwarded to all federal, state, and banking entities as necessary.

The quality of the City's financial reporting and the ACFR are measured in two ways: (1) an unmodified audit report by the independent auditors; and (2) the Certificate of Achievement for Excellence in Financial Reporting, awarded by the Government Finance Officers Association (GFOA). The attainment of the latter is the highest form of recognition in governmental accounting and financial reporting.

Auditors follow audit industry standards established by the American Institute of Certified Public Accountants (AICPA). These standards require auditors to provide an opinion on specific areas of the City's financial statements based on observations, inquiries, testing of transactions, and analysis.

The City's ACFR includes the following major sections and information:

Introductory Section

- Letter of Transmittal – prepared by management and used to communicate information on areas that may impact the City's finances now and in the future. This includes economic factors as well as budget and management factors.

Financial Section (the main body of the ACFR for current-year information)

- Independent Auditors' Report – the City's report card on the content of the ACFR
- Management's Discussion and Analysis (MD&A) – provides an analytical overview of the City's financial status and results for the year
- Basic Financial Statements – reports finances at a point in time (assets - liabilities) and throughout the year (revenues - expenditures) and cash flows
- City-Wide Statements – overview of financial information, including all of the City's operations by the financial activity
- Fund Financial Statements – a detailed look at funds, reporting the Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance
- Notes to the Financial Statements (Notes) – a narrative explanation accompanies the Basic Financial Statements

Required Supplementary Information Sections

- Budget to Actual Comparisons – for all governmental funds with a legally adopted budget
- Notes to Required Supplementary Information
- Pension Information – schedule of changes in the net pension liability and related ratios; schedule of contributions by plan
- OPEB Information – schedule of changes in the net Other Post-Employment Benefits (OPEB) liability and related ratios; schedule of contributions
- A breakout of individual non-major funds – for funds that were presented cumulatively in the Financial Section

Statistical Section (current and historical information – up to 10 years)

- Financial Trends
- Revenue Capacity Information
- Debt Capacity Information
- Demographic and Economic Information
- Operating Information

The ACFR communicates the City's financial condition and activity in a transparent and organized manner and in compliance with accounting and financial reporting standards established by the Governmental Accounting Standards Board (GASB). The report presents historical and comparative information useful to City staff, elected officials, and external users such as debt rating agencies, businesses, other public agencies, and the City's residents. The most recent ACFR and over ten years of prior year reports are available at the Library, the City's Finance Department, and on the City's Finance website at: https://city.fortbragg.com/208/Publications

Discussion

The attached ACFR for FY 2021/22 has received an unmodified opinion from JJACPA. An unmodified opinion communicates that the financial statements are fairly presented and that the information used in the report is reliable. In their written communications to Council, the auditors note that they encountered no significant difficulties with management performing or completing the audit.

Statement on Auditing Standards (SAS) 114 establishes standards for the auditors' communication with those charged with governance. SAS 115 provides guidance on communicating matters related to the City's internal controls over financial reporting that have been identified in an audit of the financial statements. These statements require the auditors to consider and report on internal controls, significant audit findings, and other matters as prescribed in the standards related to the audit of the financial statements. The letters that satisfy the SAS requirements are attached to this report.

Furthermore, the City of Fort Bragg received the Certificate of Achievement for Excellence in Financial Reporting award from the Government Finance Officers Association (GFOA) for FY 2020/21 financial statements.

Below are some of the financial highlights for the Fiscal Year 2021-22.

- The City's Net Position increased by $4 million (assets and deferred outflows of resources of the City exceed its liabilities and deferred inflows of resources) to $103 million as of June 30, 2022.
- The Net Position for governmental activities ended the year at $41.4 million, while the net position for business activities was $61.7 million. Of the $41.4 million in total governmental

net position, a negative $4 million was characterized as an unrestricted net position. In FY 2016, GASB 68 required all cities to recognize their pension liability as a deficit in unrestricted net position on their financial statements. The unrestricted position is now $5.3 million due to restructuring the City's UAL with CALPERS.

- General Fund revenues continued their strong performance from a year ago. Transient Occupancy Tax (TOT) recorded its best year to date at $3.4 million and Sales Tax at $3.2 million.
- General Fund expenditures were $10.3 million, $283k below budget estimates. The positive variance resulted from cost savings, particularly personnel costs, insurance, and retiree medical costs.
- The City's General Fund recorded a surplus for FY 2021/22, and the fund balance improved by $910,288.
- The City's governmental funds reported a combined fund balance of $8.6 million. Committed balances include an Operating Reserve of $1.9 million, a Recession Reserve of $489,929, a Litigation Reserve of $200,000, and $3.5 million of restricted funds. The unassigned fund balance increased to $2.4 million.
- The Water enterprise Net Position increased by $3 million (16%), the Wastewater enterprise Net Position decreased by $385k, and the C.V. Starr Center Net Position also decreased by $323k. The most significant draw on C.V. Starr Center Net Position is the non-cash item depreciation.
- Total liabilities increased by $5.3 million to $28.7 million during the fiscal year.

RECOMMENDED ACTION:
Accept, by motion, the Annual Comprehensive Financial Report as presented.

ALTERNATIVE ACTION(S):
None.

ANALYSIS:
The Independent Auditor's Report (pages 1-2) and highlights of Management's Discussion and Analysis (pages 3-19) of the ACFR will be presented.

FISCAL IMPACT:
There is no fiscal impact with the presentation of this item.

IMPLEMENTATION/TIMEFRAMES:
Not applicable.

ATTACHMENTS:
1. City of Fort Bragg Annual Comprehensive Financial Report, together with Independent Auditors' Report for the Year Ended June 30, 2022
2. Auditor's Communication Letter 2022
3. Representation Letter 2022
4. Municipal Improvement District No. 1 Financial Statements

NOTIFICATION:
1. Joseph Arch, Brett Jones – JJACPA, Inc.



CITY OF FORT BRAGG
CALIFORNIA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2022

www.city.fortbragg.com

416 N.Franklin Street, Fort Bragg, CA 95437

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City of Fort Bragg, California

Annual Comprehensive Financial Report
Fiscal Year Ended June 30, 2022

Prepared by City of Fort Bragg Finance Director
Isaac Whippy

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City of Fort Bragg, California
Annual Comprehensive Financial Report
For the year ended June 30, 2022

Table of Contents

Page

INTRODUCTORY SECTION

Table of Contents i
Letter of Transmittal vii
Organization Chart xvi
GFOA Certificate of Achievement for Excellence in Financial Reporting xvii

FINANCIAL SECTION

Independent Auditors' Report 1
Management's Discussion and Analysis (Required Supplementary Information) 4

Basic Financial Statements:

Government-Wide Financial Statements:

Statement of Net position 23
Statement of Activities 24

Fund Financial Statements:

Governmental Funds:

Balance Sheet 28
Reconciliation of Governmental Funds Balance Sheet to the Statement of Net Position 30
Reconciliation of Fund Basis Balance Sheet to Government-wide Statement of Net Position – Governmental Activities 31
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds 32
Reconciliation of Fund Basis Statements to Government-wide Statement of Activities 34
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities 35
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual – General Fund and Major Special Revenue Funds 36

Proprietary Funds:

Statement of Net position – Proprietary Funds 40
Statement of Revenues, Expenses, and Changes in Fund Net Position – Proprietary Funds 41
Statement of Cash Flows – Proprietary Funds 42

Table of Contents

Page

Fiduciary Activities:
Statement of Fiduciary Net position – Fiduciary Activities 45
Statement of Changes in Fiduciary Net Position – Private Purpose Trust Funds 46

Notes to Basic Financial Statements 49

Required Supplementary Information:

Schedule of Changes in Net OPEB Liability and Related Ratios 94
Schedule of Employer Contributions - OPEB 95
Schedule of Contributions – Miscellaneous Plan 96
Schedule of Contributions – Safety Plan 97
Schedule of City's Proportionate Share of Net Pension Liability – Miscellaneous Plan 98
Schedule of City's Proportionate Share of Net Pension Liability – Safety Plan 99

Other Supplemental Information:

Combining and Individual Fund Financial Statements and Schedules:

Non-major Governmental Funds:
Combining Balance Sheet – Nonmajor Governmental Funds 103
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Governmental Funds 104
Combining Balance Sheet – Nonmajor Special Revenue Funds 110
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Special Revenue Funds 114
Combining Balance Sheet – Federal and State Grant Special Revenue Funds 118
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Federal and State Grant Special Revenue Funds 120
Combining Balance Sheet – Non-major Capital Projects Funds 122
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-major Capital Projects Funds 123

Internal Service Funds:
Combining Statement of Net position – Internal Service Funds 125
Combining Statement of Revenues, Expenses, and Changes in Net Position – Internal Service Funds 126
Combining Statement of Cash Flows – Internal Service Funds 127

Table of Contents

Page

Statistical Section

Financial Trends
Net Position by Component 130
Change in Net Position 132
Fund Balances of Governmental Funds 136
Changes in Fund Balances of Governmental Funds 138
Governmental Fund Tax Revenues by Source 140

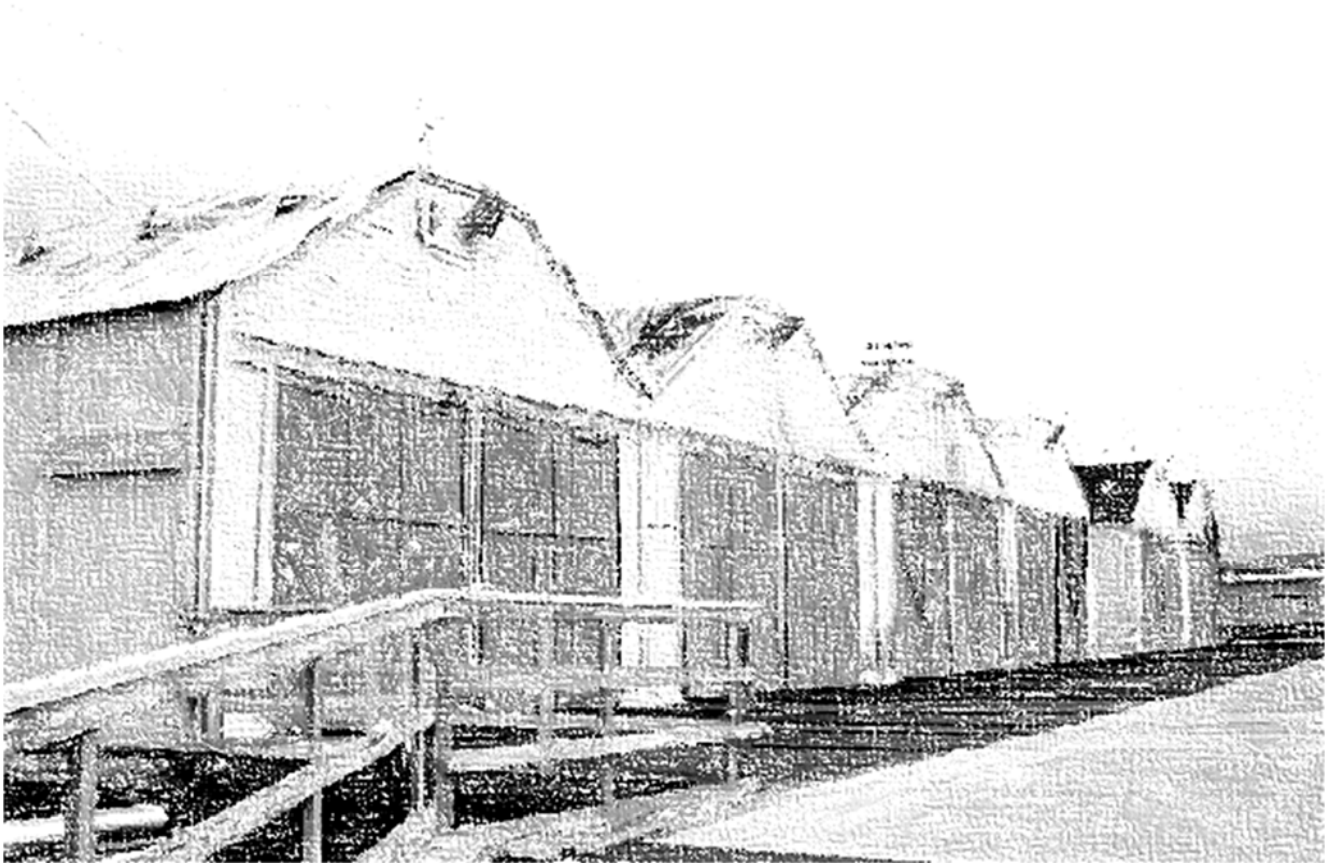
Revenue Capacity
Principal Sales Tax Producers 141
Historical Sales Tax Amounts by Benchmark Year 142
Assessed Value and Estimated Actual Value of Taxable Property, City Wide 144
Assessed Value of Property by Use Code, City Wide 145
Direct and Overlapping Property Tax Rates 146
Principal Property Taxpayers 148
Property Tax Levies and Collections 149

Debt Capacity
Ratios of Outstanding Debt by Type 150
Legal Debt Margin Information 152
Direct and Overlapping Debt 154
Pledged Revenue Coverage 156

Demographic and Economic Information
Demographic and Economic Statistics 158
Principal Employers 159

Operating Information
Full-Time and Part-Time City Employees by Function (Full-Time Equivalent) 160
Operating Indicators by Function 161
Capital Asset Statistics by Function 162

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INTRODUCTORY SECTION

- **Letter of Transmittal**
- **Organizational Chart, Elected and Appointed Officials**

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January 31, 2023

To the Citizens of the City of Fort Bragg, Honorable Mayor, and Members of the City Council:

As required by State and federal law, the Annual Comprehensive Financial Report (ACFR) of the City of Fort Bragg (City) for the fiscal year ended June 30, 2022, is hereby published.

Management assumes full responsibility for the completeness and reliability of the information contained in this report based upon a comprehensive framework of internal controls that are established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

The City's basic financial statements have been audited by JJACPA, Inc., an accounting firm fully licensed and qualified to perform audits of local governments within the State of California. The financial statements included in this report were audited in accordance with generally accepted auditing standards and government auditing standards. The independent auditors concluded that there was a reasonable basis for rendering an unmodified ("clean") opinion that the City's basic financial statements for the fiscal year ended June 30, 2022, are fairly presented in conformity with accounting principles generally accepted in the United States of America. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the City's basic financial statements is part of a broader, federally mandated Single Audit designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the City's fair presentation of the financial statements but also on the City's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards.

Management's Discussion and Analysis (MD&A) immediately follows the report of the independent auditors and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A was designed to complement this letter of transmittal and should be read in conjunction with it.

This report combines the financial statements of the City, - the Fort Bragg Redevelopment Successor Agency (Successor Agency), and the Fort Bragg Municipal Improvement District No. 1 (MID) in accordance with principles defining the governmental reporting entity adopted by the Governmental Accounting Standards Board (GASB). The financial operations of the Successor Agency and MID, though legally separate from the City, are closely related to the City. The City Council members serve as the governing board for the MID, which is presented as a blended component unit in the financial statements. Component units are legally separate entities for which the primary government is financially accountable. For a more detailed overview of the City's component units, see the Management Discussion and Analysis (MD&A) and the Notes to the Basic Financial Statements on pages 4-20 and 49-92, respectively.

Profile of the Government

The City of Fort Bragg, incorporated in 1889, is located approximately 165 miles north of San Francisco and 188 miles west of Sacramento on the scenic coast of Mendocino County. The City occupies 2.7 square miles. Census 2021 places the City's population at 6,983. Although it is quite small, Fort Bragg is the largest City on the coast between San Francisco and Eureka. The largest employment categories in the City include health care, public education, local government, wholesale and retail trade, and tourism. The mild climate and picturesque coastline make Fort Bragg a popular tourist and recreational area.

Fort Bragg is a general law city under California state law and its rights, powers, privileges, authority, and functions are established through the State constitution. The City operates under the Council-Manager form of government. The five members of the Fort Bragg City Council are elected by the voters to serve overlapping four-year terms. The Mayor is elected by, and from, the City Council for a two-year term. The City Council appoints the City Manager who serves at their discretion. The City Council is a policy-setting body that is responsible for, among other things, enacting ordinances, adopting the budget, and appointing committees. Several boards, commissions, and committees assist the City Council and Administration in carrying out various aspects and functions of city government. The members of the City Council also serve as the governing board for the Fort Bragg Redevelopment Successor Agency and the Fort Bragg Municipal Improvement District No. 1.

The City Manager is responsible for directing and supervising the administration of all departments of the City to ensure that laws, ordinances, orders, resolutions, contracts, leases, and franchises are enforced and executed and for appointing all City employees.

The City provides a wide range of services to its residents, including public safety services, construction and maintenance of streets and infrastructure, water service, wastewater service, community development, financial management, and administrative services. Special districts, agencies, and Joint Power Authorities (JPAs) under the jurisdiction of the City provide services such as wastewater treatment and fire protection throughout the City. Other entities not under the City's jurisdiction that provide services to the City's population include the school district, hospital district, recreation district, harbor district, and other special districts.

The annual budget provides a comprehensive statement of the City's organization, operations and resources and it expresses City Council and Municipal Improvement District Board policies and priorities in all areas of the City's operations. The budget process is the vehicle through which the City establishes goals and objectives and prioritizes desired programs or services which can be financed by the City's projected revenue for the budget year. The budget is prepared by fund, function (e.g., public safety), and department (e.g., police). It is the means through which policy decisions are made, effected, controlled and monitored. The City Manager is responsible for submitting and recommending an operating budget and a capital improvements budget for City Council consideration and adoption. Throughout the year, the budget serves as a financial management tool and an operational plan for the delivery of City services and capital projects.

In addition to the budget planning process, the City maintains budgetary controls. The City's objective in maintaining budgetary control is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the City Council. The City Manager is authorized to transfer budgeted amounts within funds as deemed necessary in order to meet the City's needs subject to policy defined in the Fiscal Policies of the budget. The City Council may amend the budget by resolution during the fiscal year.

The City maintains an encumbrance accounting system as one technique of accomplishing budgetary control. Purchase orders, contracts, and other commitments for expenditure of money are secured in order to reserve that portion of the applicable appropriation. Total expenditures of each fund may not exceed fund

appropriations and total expenditures for each department may not exceed departmental appropriations. Encumbrances outstanding at year-end are reported as committed fund balance. Unencumbered amounts lapse at year-end and may be appropriated as part of the following year's budget.

Spending Limitation

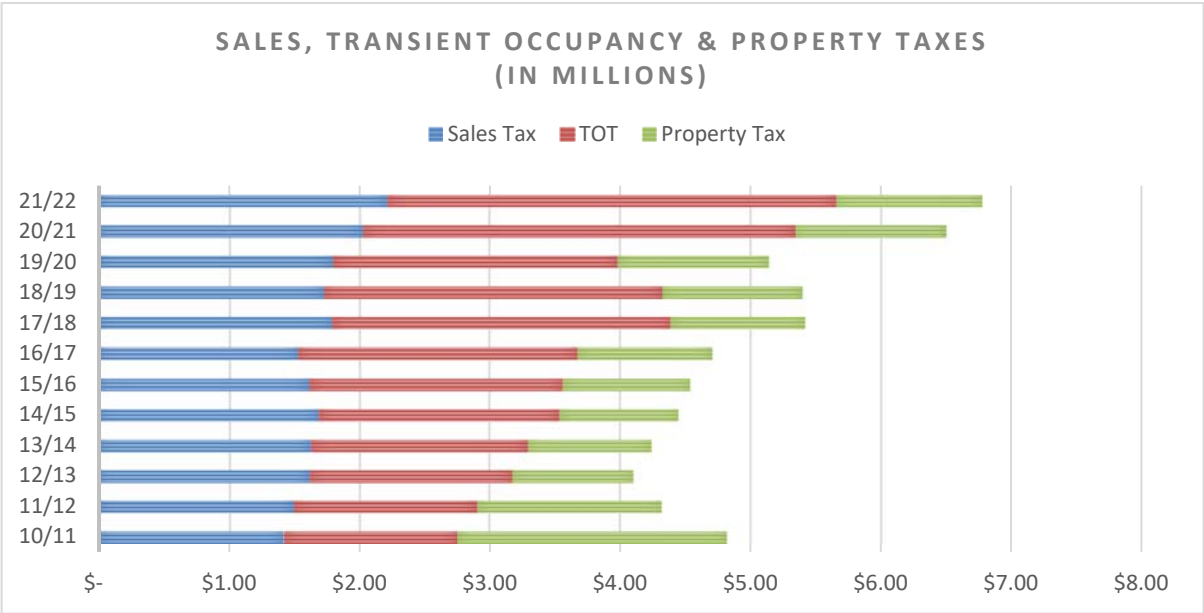
Article XIIIB of the California Constitution, also known as the Gann spending limit, restricts the amount of "proceeds of taxes" California governments may spend. As of June 30, 2022, the City was $4.9 million or 43% under the total Article XIHB (Gann) spending limitation. The City was not impacted by the spending limitation in FY 2021/22.

Current Economic Conditions and Outlook

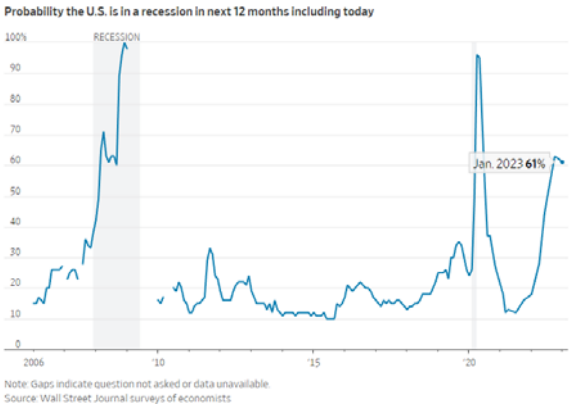
Fort Bragg's economy relies heavily on tourism. Like the overall City's economy, the City of Fort Bragg is also heavily dependent on tourism for its revenues. Transient Occupancy Tax (TOT), also known as the bed tax, and sales tax are the two largest sources of revenue for the City's General Fund and, in FY 2021/22, together makeup 55% of the City's General Fund revenue. Prior to the pandemic in FY 2018/19, TOT and sales tax accounted for 46% of the General Fund revenue.

Like most jurisdictions across our nation, the City of Fort Bragg's tourism economy was essentially shut down in the early months of the pandemic. The City's TOT revenue for the last quarter of the prior fiscal year, from April through June, was down 66% compared to the FY 2018/19. However, as the State and County health orders were eased to allow nonessential travel in the summer of 2021, Fort Bragg experienced a rebound in tourism. Fort Bragg is within driving distance of San Francisco and Sacramento, so shorter trips by car appear to be preferred getaway during the pandemic.

In FY 21/22, General Fund Tax Revenues continued the strong trends from the prior year beating last year's numbers. Transient Occupancy Tax recorded a 3.5% increase, and the City's General Fund Bradley Burns sales tax for the fiscal year was up 9% over the prior year. In the first quarter of FY 2022/23. TOT revenue receipts declined by 10% compared to the prior quarter. Sales tax revenues for the first quarter of FY 2022/23 were also down by 2%.

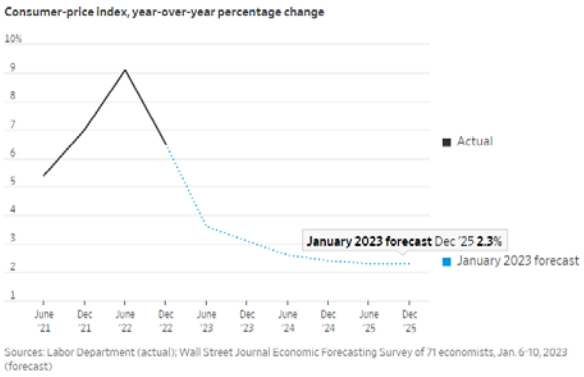


As of writing this letter, inflation and the likelihood of a recession make the outlook for Fort Bragg challenging to predict. Like the rest of the country, supply chain issues, fuel price increases, staffing shortages, and increased housing costs continue to challenge the local economy. Despite signs that inflation has started to recede, economists still expect higher interest rates to push the U.S. economy into a recession in 2023, according to the Wall Street Journal's latest quarterly survey.



The Federal Reserve had initially hoped it could bring down inflation with only a slowing in economic growth rather than an outright contraction, an outcome dubbed a "soft landing." But three-quarters of respondents said the Fed wouldn't achieve a soft landing this year. While economists don't think a recession can be avoided, they expect it to be relatively shallow and short-lived, in line with recent surveys. On average, they expect the gross domestic product to expand at a 0.1% annual rate in the first quarter of 2023 and contract 0.4% in the second. They see no growth for the third quarter and a 0.6% growth rate for the fourth. Economists expect GDP to stagnate this year, posting growth of just 0.2% in the fourth quarter of 2023 compared with the fourth quarter of 2022. In the WSJ survey in October, economists forecast 0.4% GDP growth in 2023.

As measured by the year-over-year change in the consumer-price index, inflation has eased from 9.1% last June to 6.5% in December, and economists expect it to fall to 3.1% by the end of 2023, a lower endpoint than the 3.3% they expected in the last survey, in October. They see it ending in 2024 at 2.4%.



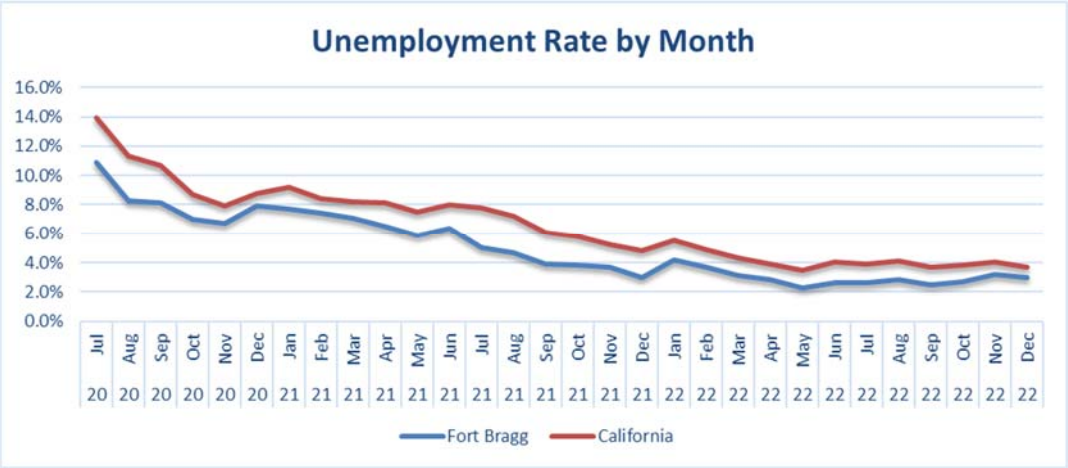
The City continues to look at opportunities to diversify its economy. Initiatives, which began in FY 2021/22 and will continue into FY 2022/23, including economic development incentives for small businesses in the City's Central Business District (CBD), many of which were considered nonessential and, as a result, were harder hit by the pandemic shutdowns. The incentives include water and sewer capacity fee waivers for restaurants and food service, façade improvement grants, downtown beautification programs, positive code enforcement outreach, and programs and events to encourage locals and tourists to visit the CBD.

The Blue Economy Regional Coalition is the focus of the City's most abundant natural resource – the ocean and coastline. The initiative is to create new industries that take advantage of the ocean, the local Noyo Harbor, Noyo Center for Marine Science, Mendocino College education opportunities, the long-standing fishing industries, and ocean resiliency. Protecting the coastline and ocean also protects the primary draw for the City's tourism industry.

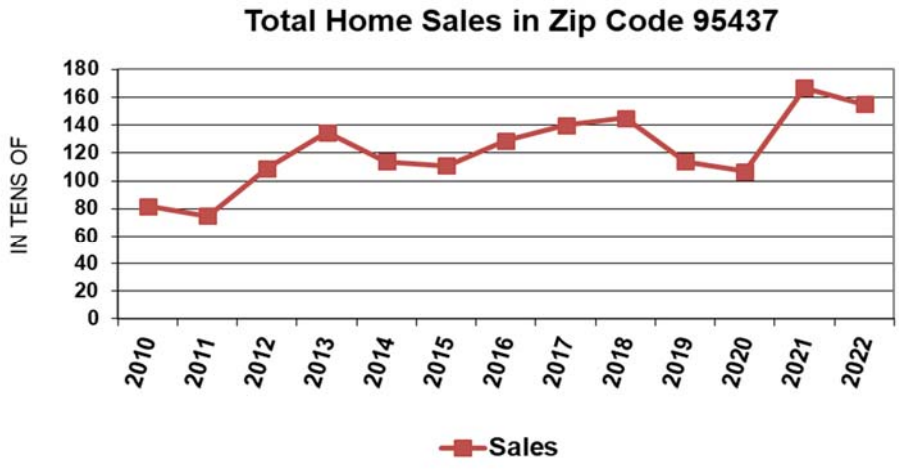
The pandemic highlighted the importance of affordable and reliable broadband to our community and other rural communities nationwide. Distance learning, working from home, and new start-up industries all struggled because of the lack of sufficient internet access. Fort Bragg's limited population and geographic isolation create little incentive for private sector investment in broadband connectivity. Completion of the Broadband Utility Feasibility study provides a viable path forward for a municipal-owned utility to offer affordable connectivity to citizens and businesses. The City received $1.75 million in American Rescue Plan Act (ARPA) funds in FY 21/22

and has set aside those funds for the Municipal Broadband project. The City is also seeking additional funding from other grants and opportunities as part of the federal and government's emphasis on infrastructure and broadband.

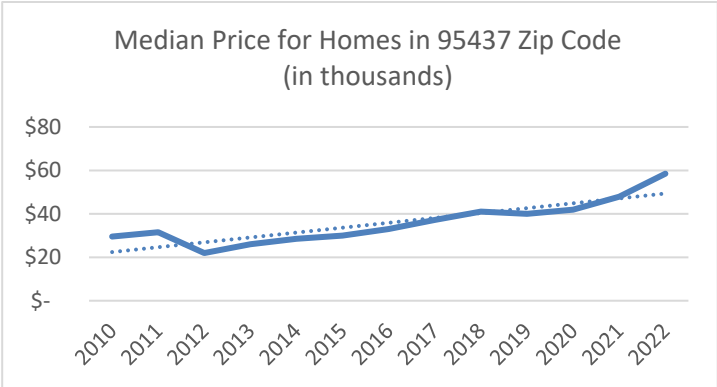
Until March 2021, the City had experienced five years of strong employment trends and low unemployment rates. Due to the Pandemic, unemployment peaked in April 2021 at 14% but stabilized through FY 2020/21. As of November 2022, the unemployment rate for Fort Bragg had dropped to 3.3%, and like many areas, Fort Bragg struggles to maintain workforce staffing to operate businesses and other organizations in our region. The unemployment rate for California was 3.7% as of December 2022.



The number of homes sold in the Fort Bragg 95437 zip code declined by 7% in FY 2021/22, and median home prices increased by 10% for the year-end of June 30, 2022. This appears to be part of a national trend. The pandemic forced many workers to work from home, and employers have increasingly allowed this to become the new norm. Locally, many sales have been made to individuals and families who have moved out of urban areas.



The median home price in June of 2022 in the 95437 zip code was $585,000. Under California's Proposition 13, approved by voters in 1978, assessed property values are only increased when there is new ownership or new construction. Proposition 8, approved after Prop 13 in 1978, allows for property values to be adjusted downward if an owner suffers from a decline in value. Retroactive and delayed processing of Prop 8 adjustments reduce the impact of increased real estate values in Mendocino County. The City's property revenue increase remained flat in FY 2021/21 but is expected to grow in future years as home values are adjusted for the recent increase in price and number of sales.



The growth in residential home sales and prices continues to challenge the affordability of Fort Bragg to working families and individuals. Like much of California, the scarcity and cost of residential housing makes it difficult and, in some cases, impossible for many families to have the opportunity of home ownership. The shortage of affordable workforce housing goes further in limiting local employers' ability to hire and retain qualified staff. Every employer listed as principal employer on page 159 of the statistics section, which includes the hospital, medical clinics, and school district, has publicly voiced the difficulties associated with lack of housing in maintaining qualified staffing levels.

To increase workforce housing in our community, the City has incubated and is staffing a Community Land Trust (CLT). A CLT is a system in which the underlying land is owned by a mission-driven entity, usually a nonprofit, where the buildings on the land are owned or leased by residents. CLTs aim to promote affordable housing and contain legal provisions governing ownership and transfer to keep units affordable in perpetuity. Homeownership provides the opportunity for working families and individuals to build wealth and create housing security.

Long-term Financial Planning

A review of the City's Fiscal Policies, including Fund Balance & Reserve Policies, was conducted as part of the FY 2022/23 budget process. The City Council continued the commitment to the reserve levels established in prior annual budget reviews. The following General Fund reserves comprise committed fund balance; at the Fiscal year-end 2021/22, these reserves total $5,091,306.

- General Fund Operating Reserve: The City will maintain an unrestricted fund balance of at least 15% to 20% of the annual operating expenditures in the General Fund as an "Operating Reserve" to ensure the General Fund's liquidity and adequate cash flow throughout the year. This reserve is necessary to accommodate fluctuations in the timing of expenditures and the receipt of revenues. With Council authorization, the reserve is a committed fund balance and may be used for unforeseen operating or capital needs. At Fiscal Year-end 2021/22, the reserve remains funded at $1,989,419.

- Litigation Reserve: The City will maintain a $200,000 Litigation Reserve to cover unforeseen legal expenses, including unbudgeted settlement costs that are not covered by the City's insurance pool. At Fiscal Year-end 2021/22, the reserve balance is $200,000.

- Recession Reserve: The General Fund will maintain a Recession Reserve to stabilize the delivery of City services during periods of severe operational budget deficits and mitigate the effects of major unforeseen changes in revenues and/or expenditures as typically experienced during times of recession. The fund is established at an amount equivalent to 5% of the City's annual operating budget. City Council approval is required before expending any portion of this committed fund balance. The reserve was established on July 1, 2019, at $489,929, and at Fiscal Year-end 2021/21, the reserve balance remains at $489,929.

For the City, as with governmental jurisdictions throughout the nation, continuing fiscal challenges have required a redoubling of efforts to address current and future budget shortfalls while working to prioritize and maintain the level of services that the residents of Fort Bragg have come to expect. Traditional funding sources for parks, public safety, and community development are shrinking or have disappeared. The immediate challenges continue to be the dissolution of the Redevelopment Agency by the State and major cuts in revenues distributed through federal and State grant programs. Pension costs will continue to challenge the City in the coming years as well.

The City has worked hard to address its fiscal challenges and, overall, its efforts have been successful. In FY 2014/15 the City was in position to offer modest salary increases to all of its employee groups for the first time since the financial downturn of 2008. Labor agreements for FY 2019/20 thru FY 2022/22 continued the moderate cost of living adjustments begun earlier. The Fort Bragg City Council has implemented two policies aimed at the organization's financial challenges. Both policies have been described previously and include the newly established "Recession Reserve" and the "Pension funding Policy".

With hard work, some difficult decisions and fiscal discipline the City Manager and City Council succeeded in passing a balanced FY 2018/19 budget as well as the FY 2019/20 budget. These were the first balanced budgets in many years. The tradeoffs in balancing the budget include, a decrease in services (eliminated and downgraded positions). The Other Postemployment Benefits (OPEB) trust fund on the other hand has been diligently pre-funded for several years and even with minimum payments the City appears poised to start drawing from the fund in order to offset increasing costs in the years to come.

Beginning with the FY 2017/18 budget the City's Finance department has prepared a five year budget forecast for the General Fund. The five year forecast is updated each year prior to the mid-year budget review meeting. Beginning with the FY 2019/20 budget the five year forecast has been incorporated into the main budget document. The five year forecast indicates that recent improvements in tax revenues will provide balanced budgets in the midterm range. However, in the longer term, the City's General Fund is projected to operate at a deficit starting in FY 2025/26.

The City's General Fund operated at a record surplus for FY 2020/21 and the fund balance improved by nearly $1.5 million. The surplus was the result of deep budget cuts early in the pandemic which reduced staff and services and the previously discussed increases in TOT and sales tax revenue as tourism rebounded. In May, 2021, the City laid off four full-time employees, froze two positions in the Police Department and furloughed another twelve employees 50% to 75% of their regular hours. The furloughed staff was returned to full-time status in August 2021 but several of the laid-off positions remain vacant. In addition, the City did not replace two positions (Finance Director and Assistant City Engineer) that became open in late June. As the reliance and demand for City services continue to grow, one of the challenges the City faces is the same as many other employers – recruiting and retaining qualified staff.

In FY 21/22, General Fund Tax Revenues continued their strong performance from the prior year beating last year's numbers. The accumulated fund balance for the General Fund is $5,091,306. The City adopted a balanced General Fund budget for FY 2022/23 and projected a small surplus of $198k.

While the surplus was small, the budget included $150k to pay down pension obligations and relatively modest revenue projections. As discussed earlier in this letter, both TOT and Sales Tax revenues are outpacing FY 2021/22, which set records for both revenue sources.

A major project for FY 2021/22 was developing and adopting a Pension Funding Policy. Like most cities in California, Fort Bragg continues to experience double-digit increases in its unfunded liability payments with little or no reduction in the overall unfunded liability. As reported on page 80, the City's net pension liability as of June 30, 2022, is at $10.7 million. On November 10, 2022, the City issued $11.4 million in taxable Lease Revenue Bonds. Proceeds in the amount of $7.5 million were used to reduce the City's unfunded pension liability, with an additional $3.5 million set aside for costs associated with the acquisition of the southern portion of the former Timber Mill property. The $3.5 million funds were subsequently returned in FY 2022/23. The California Public Employees' Retirement System (CalPERS) recognized a record 21.3% investment return for the fiscal year ending June 30, 2021. The record CalPERS investment return and the $7.5 million liability payment place the City in a better position to manage pension obligations. On June 30, 2022, CALPERS realized a -7.5% return which will add to the Unfunded Liability. The City Council approved the set-up of a Section- 115 Trust in FY 22/23 to absorb down years losses by CALPERS.

Impact of Fiscal Policies on Financial Statements

The City of Fort Bragg's fiscal policies are established to ensure that the finances of the City and the Municipal Improvement District No. 1 (collectively referred to as "the City") are managed in a manner that will:

- Maintain a financially viable local government that provides adequate levels of municipal services to its citizens.
- Provide for financial flexibility in order to adapt to local and regional economic changes.
- Preserve and enhance the sound fiscal condition of the City.

The City's policies are maintained in the annual budget document and are reviewed and approved each year by the City Council. The policies cover: budgeting, budgetary controls, revenues, expenditures, utility rates, capital budgeting, debt management, inter-fund loans, fund balance and reserves, investments, accounting auditing and financial reporting, asset forfeiture expenditures, employment compensation, cost allocations, and debt service. The City's fiscal policies are extensive and followed diligently so that it can be safely said that all of the policies have significantly impacted the current period's financial statements. In some years certain fiscal policies may stand out as having a more significant impact on the financial statements; in other years (such as the current reporting period) they may have a relatively equal impact.

Certificate of Achievement

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its Annual Comprehensive Financial Report for the fiscal year ended June 30, 2022. This was the tenth year in a row that the City of Fort Bragg has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized Annual Comprehensive Financial Report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current Annual Comprehensive Financial Report meets the Certificate of Achievement Program's requirements and will be submitted to the GFOA to determine its eligibility for another certificate.

Acknowledgments

The preparation of this Annual Comprehensive Financial Report could not have been accomplished on a timely basis without the support and cooperation of many City of Fort Bragg staff members. Special recognition is given to the Finance Department staff. Their efforts made it possible to continue to provide quality financial information for the citizens, the City Council, and other users on a timely basis.

I would also like to thank the Mayor and members of the City Council for their attentiveness and support in planning and conducting the City's financial operations in a responsible and responsive manner.

Respectfully submitted,

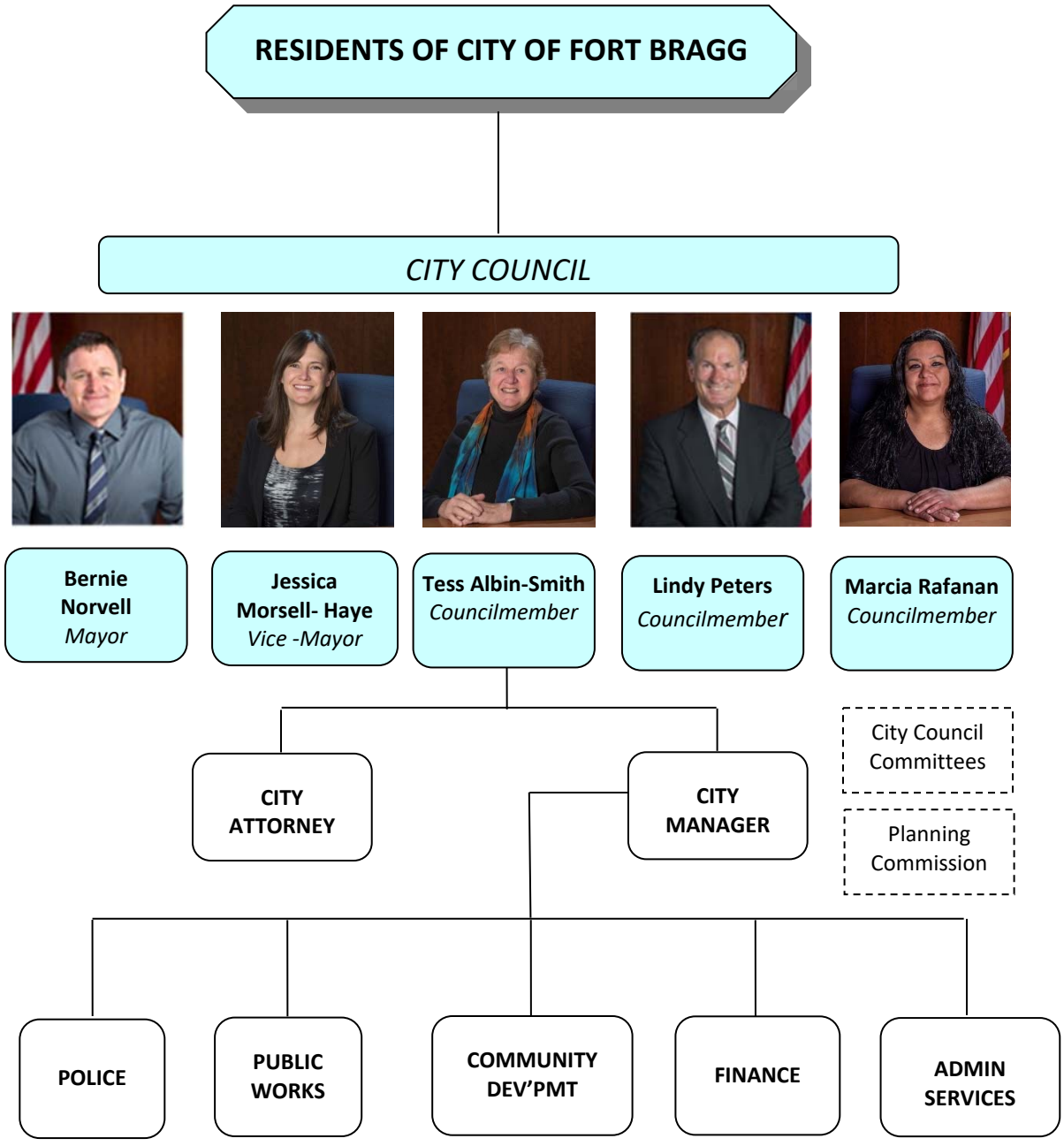


Peggy Ducey



Isaac Whippy
Finance Director

Organization Chart



Current City Council members and the dates upon which their respective terms expire are as follows:

Mayor Bernie Norvell	December 2024
Vice Mayor Jessica Morsell-Haye	December 2022
Councilmember Tess Albin-Smith	December 2022
Councilmember Lindy Peters	December 2022
Councilmember Marcia Rafanan	December 2022

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Fort Bragg
California

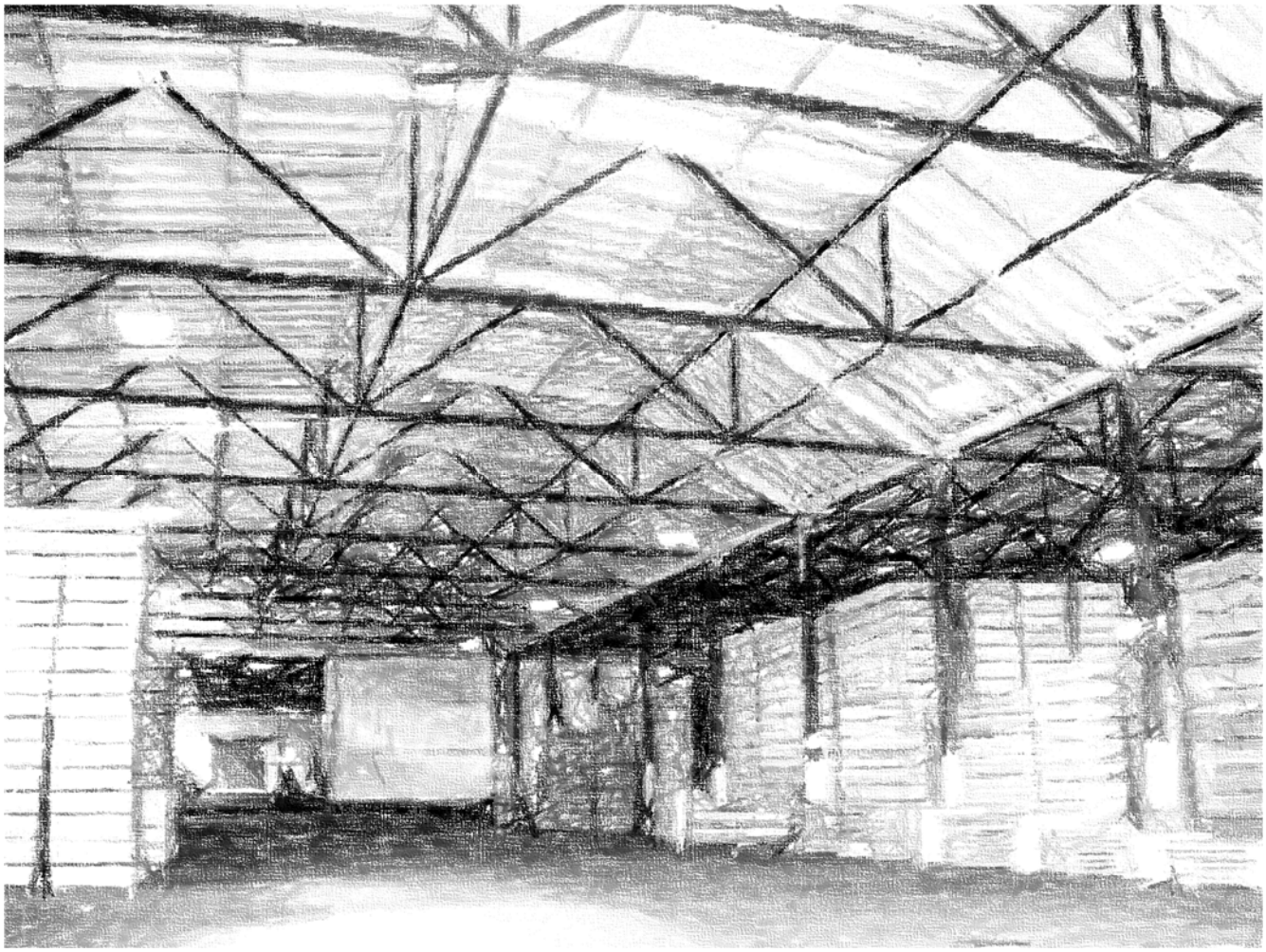
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2021

Christopher P. Morrill

Executive Director/CEO

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FINANCIAL SECTION

- Independent Auditor's Report
- Management's Discussion and Analysis
- Basic Financial Statements
- Notes to the Basic Financial Statements
- Required Supplementary Information
- Combining and Individual Fund Statements and Schedules

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JJACPA, Inc.

A Professional Accounting Services Corp.

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City
Council City of Fort Bragg
Fort Bragg, California

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and the budgetary comparison information of the City of Fort Bragg, California (City), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information and the budgetary comparison information of the City, as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4–20, the Schedule of Changes in the Net OPEB Liability and Related Ratios on page 94, the Net OPEB Liability Schedule of Contributions on page 95, the City's Schedules of Contributions, Pensions on pages 96-97, and the Schedules of the City's Proportionate Share of the Net Pension Liability on pages 98-99, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Introductory and Statistical Sections but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 31, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

JJACPA, Inc.

January 31, 2023

JJACPA, Inc.
Dublin, CA

Management's Discussion and Analysis

This section provides a narrative overview and analysis of the financial activities of the City of Fort Bragg (City) for the fiscal year ended June 30, 2022. It should be read in conjunction with the accompanying transmittal letter and basic financial statements.

FINANCIAL HIGHLIGHTS

- The City's Net Position increased by $4 million (assets exceeded liabilities) to $103 million as of June 30, 2022.
- The Net position for governmental activities ended the year at $41.4 million, while the net position for business activities was $61.7 million. Of the $41.4 million in total governmental net position, a negative $4 million was characterized as an unrestricted net position. In FY 2016, GASB 68 required all cities to recognize their pension liability as a deficit in unrestricted net position on their financial statements. The unrestricted position is now $5.3 million due to restructuring the City's UAL with CALPERS.
- General Fund revenues continued their strong performance from a year ago. Transient Occupancy Tax (TOT) recorded its best year to date at $3.4 million and Sales tax at $3.2 million.
- General Fund expenditures were $10.3 million, $283k below budget estimates. The positive variance resulted from cost savings, particularly personnel costs, insurance, and retiree medical costs.
- The City's General Fund recorded a surplus for FY 2021/22 and the fund balance improved by $910,288.
- The City's governmental funds reported a combined fund balance of $8.6 million. Committed balances include an Operating Reserve of $1.9 million, a Recession Reserve of $489,929, a Litigation Reserve of $200,000, and $3.5 million of restricted funds. The unassigned fund balance increased to $2.4 million.
- The Water enterprise Net Position increased by $3 million (16%), the Wastewater enterprise Net Position decreased by $385k, and the C.V. Starr Center Net Position also decreased by $323k. The most significant draw on C.V. Starr Center Net Position is the non-cash item depreciation.
- Total liabilities increased by $5.3 million to $28.7 million during the fiscal year.
- Deferred inflows and outflows related to the City's unfunded accrued pension liabilities (UAL) with CalPERS changed from the prior year due to gains and losses recognized by CalPERS, including contributions made by the City.

OVERVIEW OF THE ANNUAL FINANCIAL REPORT

This Annual Comprehensive Financial Report is in three major parts:

1) **Introductory section**, which includes the Transmittal Letter and general information; and,

2) **Financial section**, which includes the Management's Discussion and Analysis (this part), the Basic Financial Statements, which include the Government-wide and the Fund Financial Statements along with the notes to these financial statements, and Combining and Individual Fund Financial Statements and Schedules.

3) **Statistical section**, which includes detailed information as a context for understanding what the information in the financial statements, and footnotes says about the City's overall financial health

OVERVIEW OF THE ANNUAL FINANCIAL REPORT, Continued

The Basic Financial Statements

The Basic Financial Statements are comprised of the Government-wide Financial Statements and the Fund Financial Statements; these two sets of financial statements provide two different views of the City's financial activities and financial position.

Government-wide Financial Statements

The Government-wide Financial Statements provide a broad overview of the City's activities as a whole and comprise the Statement of Net Position and the Statement of Activities. The Statement of Net Position provides information about the financial position of the City as a whole, including all of its capital assets and long-term liabilities on the full accrual basis, similar to that used by corporations. The Statement of Activities provides information about all the City's revenues and all its expenses, also on the full accrual basis, with the emphasis on measuring net revenues or expenses of each the City's programs. The Statement of Activities explains in detail the change in Net Position for the year.

All of the City's activities are grouped into Governmental Activities and Business-type activities, as explained below. All the amounts in the Statement of Net position and the Statement of Activities are separated into Governmental Activities and Business-type Activities in order to provide a summary of these two activities of the City as a whole.

- ***Governmental activities*** – All of the City's basic services are considered to be governmental activities, including general government, community development, public safety, public works and administration. These services are supported by general City revenues such as taxes and by specific program revenues such as developer fees.

- ***Business-type activities*** – All the City's enterprise activities are reported here, including Water, Wastewater (Sewer), and the C.V. Starr Community Center. Unlike governmental services, these services are supported by charges paid by users based on the amount of the service they use.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City may be divided into two categories: governmental funds and proprietary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the Government-wide Financial Statements. However, unlike the Government-wide Financial Statements, Governmental Fund Financial Statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

OVERVIEW OF THE ANNUAL FINANCIAL REPORT, Continued

Because the focus of the Governmental Fund Financial Statements is narrower than that of the Government-wide Financial Statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the Government-wide Financial Statement. By doing so, readers may better understand the long-term impact of the government's near-term financial decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities. The Governmental Fund Financial Statements provide detailed information about each of the City's most significant funds, called major funds. The concept of major funds, and the determination of which are major funds, was established by GASB Statement No. 34 and replaces the concept of combining like funds and presenting them as one total. Instead, each major fund is presented individually, with all non-major funds summarized and presented only in a single column. Subordinate schedules present the detail of these non-major funds. Major funds present the major activities of the City for the year, and may change from year to year as a result of changes in the pattern of the City's activities.

For the fiscal year ended June 30, 2022, the City's major funds are as follows:

GOVERNMENTAL FUNDS:

- General Fund
- CDBG Program Income Special Revenue
- Housing Successor Agency Special Revenue
- Street Sales Tax Special Revenue
- Street Resurfacing Capital Projects

For the fiscal year ended June 30, 2022, the City adopted annual appropriated budgets for all funds. Budgetary comparison schedules have been provided for the general fund and major governmental funds to demonstrate compliance with this budget and may be found on beginning on page 36.

Proprietary funds. The City maintains enterprise-type and Internal Service proprietary funds. enterprise funds are used to report the same functions presented as business-type activities in the Government-wide Financial Statements. The City uses enterprise funds to account for Water, Wastewater, and C.V. Starr Center activities. Internal service funds are an accounting methodology used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its building maintenance, information technology assets, and its fleet of vehicles. Proprietary funds provide the same type of information as the Government-wide Financial Statements, only in more detail. The proprietary fund financial statements provide separate information for all of these operations.

OVERVIEW OF THE ANNUAL FINANCIAL REPORT, Continued

Fund Financial Statements, Continued

ENTERPRISE-TYPE FUNDS:

- Water enterprise Fund
- Wastewater enterprise Fund
- CV Starr Center enterprise Fund

Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the Government-wide and Fund Financial Statements. The notes to the basic financial statements may be found on pages 49-92 of this report. Required Supplementary Information follows the notes on page 94.

Combining and Individual Fund Financial Statements and Schedules

The combining statements referred to earlier in connection with non-major governmental funds are presented on pages 103-123 of this report. Combining statements for internal services funds are presented on pages 125-127.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of a government's financial position. The following table represents a comparative analysis of governmental and business-type activities' net assets as of June 30, 2022, and June 30, 2021.

Summary of Net Position

	2022			2021		
	Govern-mental Activities	Business-type Activities	Total	Govern-mental Activities	Business-type Activities	Total
Current and other assets	$ 17,032,985	$ 15,282,144	$ 32,315,129	$ 12,021,612	$ 14,351,190	$ 26,372,802
Noncurrent assets	41,405,840	54,120,425	95,526,265	41,685,886	52,286,470	93,972,356
Total assets	58,438,825	69,402,569	127,841,394	53,707,498	66,637,660	120,345,158
Deferred outflows of resources	9,975,152	445,703	10,420,855	2,515,812	473,927	2,989,739
Total assets and deferred outflows of resources	68,413,977	69,848,272	138,262,249	56,223,310	67,111,587	123,334,897
Current and other liabilities	1,244,934	1,366,280	2,611,214	1,271,585	1,195,532	2,467,117
Long-term liabilities	20,378,052	5,713,620	26,091,672	13,926,679	7,055,787	20,982,466
Total liabilities	21,622,986	7,079,900	28,702,886	15,198,264	8,251,319	23,449,583
Deferred inflows of resources	5,316,962	997,206	6,314,168	531,965	143,822	675,787
Total liabilities and deferred inflows of resources	26,939,948	8,077,106	35,017,054	15,730,229	8,395,141	24,125,370
Net position:						
Net investment in Capital Assets	30,092,089	48,678,202	78,770,291	41,685,886	46,331,468	88,017,354
Restricted	6,078,004	108,064	6,186,068	2,947,301	108,064	3,055,365
Unrestricted (deficit)	5,303,936	12,984,900	18,288,836	(4,140,106)	12,276,914	8,136,808
Total net position	$ 41,474,029	$ 61,771,166	$ 103,245,195	$ 40,493,081	$ 58,716,446	$ 99,209,527

As of June 30, 2022, the City's net position was $103.2 million, an increase of $4 million. Year over year, assets increased by $7.5 million, and liabilities increased by $5.2 million with the issuance of 2021 Lease Revenue Bonds of $11.4 million. The overall change in net position is largely due to the increase in investment in capital assets for both Governmental and business-type activities, which increased by $1.6 million. The revenue and expense factors contributing to the year-over-year performance increase are discussed in further detail in this report's ensuing sections.

GOVERNMENT-WIDE FINANCIAL ANALYSIS, continued

A large portion (94%) of the City of Fort Bragg's net position reflects its investment in capital assets (e.g., land, easements, buildings, machinery, and infrastructure), less related outstanding debt used to acquire those assets. The City uses these capital assets to provide various services to its citizens; consequently, these assets are not available for future spending. The balance in net investment in capital assets increased in FY 2021/22 by $1.5 million to a total of $95.5 million. The increase is attributed to infrastructure improvements for the Streets Project and Maple Street completion offset by retiring capital assets, particularly in the business type, by $331k. Citywide total assets placed in Service equaled $3.8 million, of which $2.5 million was transferred from Construction in Progress to Infrastructure for the Streets Rehabilitation and Maple Street Project. Depreciation was $3.2 million.

The restricted net position of $6 million primarily comprises revenues held for expenditure for specified purposes (special revenue) and amounts held for debt service. Examples of special revenues are street sales tax and Community Development Block Grants (CDBG) program income. In FY 21/22, $3.5 million of the remaining 2021 Lease Revenue Proceeds earmarked for property purchase contributed to the increased restricted net position.

The Unrestricted net position increased $4.8 million over the previous year and now stands at $18.2 million. Governmental activities saw an increase of $9.4 million in unrestricted net position from the Debt issuance-$3.5 million, and business-type activities also saw increases of $707,986. The negative unrestricted position of $4.1 million for governmental activities in FY 20/21 includes cash and cash equivalents. It may be used to meet the City's ongoing obligations to citizens, creditors and City imposed designations (reserves, litigations, contingencies, and revenue programs). It is negative primarily due to the City's long-term obligations related to net pension liabilities. The City's working capital to meet current operating and capital concerns is $29.7 million.

Deferred outflows are defined as a government's net position consumption that applies to a future reporting period. Although not entirely the same, deferred outflows are similar in nature to assets. The City currently has three deferred outflows: deferred losses on debt refunding, a deferred outflow related to reporting the City's OPEB liability, and a deferred outflow on reporting the City's pension plan liability. The City's deferred outflows increased by $7.4 million on a year-over-year basis from the issuance of debt to restructure the City's Unfunded Liability with CALPERS.

Deferred inflows are defined as an acquisition of a net position by a government applicable to a future reporting period. Although not entirely the same, deferred inflows are similar in nature to liabilities. The City currently has two deferred inflows: a deferred inflow related to reporting the City's OPEB liability and a deferred inflow pertaining to reporting the City's pension plan liability. The City's deferred inflows decreased by $10.8 million.

GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

The change in net position for the fiscal years ended June 30, 2022, and 2021, follows:

Changes in Net Position

	2022			2021		
	Govern-mental Activities	Business-type Activities	Total	Govern-mental Activities	Business-type Activities	Total
Revenues:						
Program revenues:						
Charges for services	$ 3,908,237	$ 7,599,209	$ 11,507,446	$ 2,813,140	$ 7,677,502	$ 10,490,642
Grants and contributions:						
Operating	3,967,530	-	3,967,530	3,973,620	-	3,973,620
Capital	186,554	645,986	832,540	1,584,476	-	1,584,476
General revenues:						
Property taxes and assessments	1,214,292	268,596	1,482,888	1,151,947	262,787	1,414,734
Sales and use tax	3,426,543	1,211,340	4,637,883	3,127,059	1,099,510	4,226,569
Transient occupancy taxes	3,444,990	-	3,444,990	3,321,928	-	3,321,928
Other taxes	851,640	-	851,640	810,652	-	810,652
Unrestricted investment earnings	(7,606)	104,244	96,638	(11,488)	115,440	103,952
Other general	387,255	50,000	437,255	265,673	-	265,673
Total revenues	17,379,435	9,879,375	27,258,810	17,037,007	9,155,239	26,192,246
Expenses:						
Governmental activities:						
General government	4,514,625	-	4,514,625	3,580,513	-	3,580,513
Public safety	4,903,019	-	4,903,019	4,385,869	-	4,588,899
Public works	3,551,490	-	3,551,490	2,438,493	-	2,235,827
Community development	825,072	-	825,072	4,104,663	-	4,104,663
Marketing and promotion	226,874		226,874	93,060		93,060
Interest and fiscal charges	438,129	-	438,129	37,964	-	37,964
Business-type activities:						
Water	-	2,676,522	2,676,522	-	1,687,603	1,687,603
Wastewater	-	3,942,009	3,942,009	-	3,043,007	3,043,007
C.V. Starr Center	-	2,145,402	2,145,402	-	1,228,892	1,228,892
Total expenses	14,459,209	8,763,933	23,223,142	14,640,562	5,959,502	20,600,428
Excess (Deficiency) of revenues over expenditures before transfers	2,920,226	1,115,442	4,035,668	2,396,445	3,195,737	5,592,182
Transfers	(1,939,278)	1,939,278	-	(900,908)	900,908	-
Change in net position	980,948	3,054,720	4,035,668	1,495,537	4,096,645	5,592,182
Net position:						
Beginning of year	40,493,081	58,716,446	99,209,527	38,997,544	54,619,801	93,617,345
End of year	$ 41,474,029	$ 61,771,166	$ 103,245,195	$ 40,493,081	$ 58,716,446	$ 99,209,527

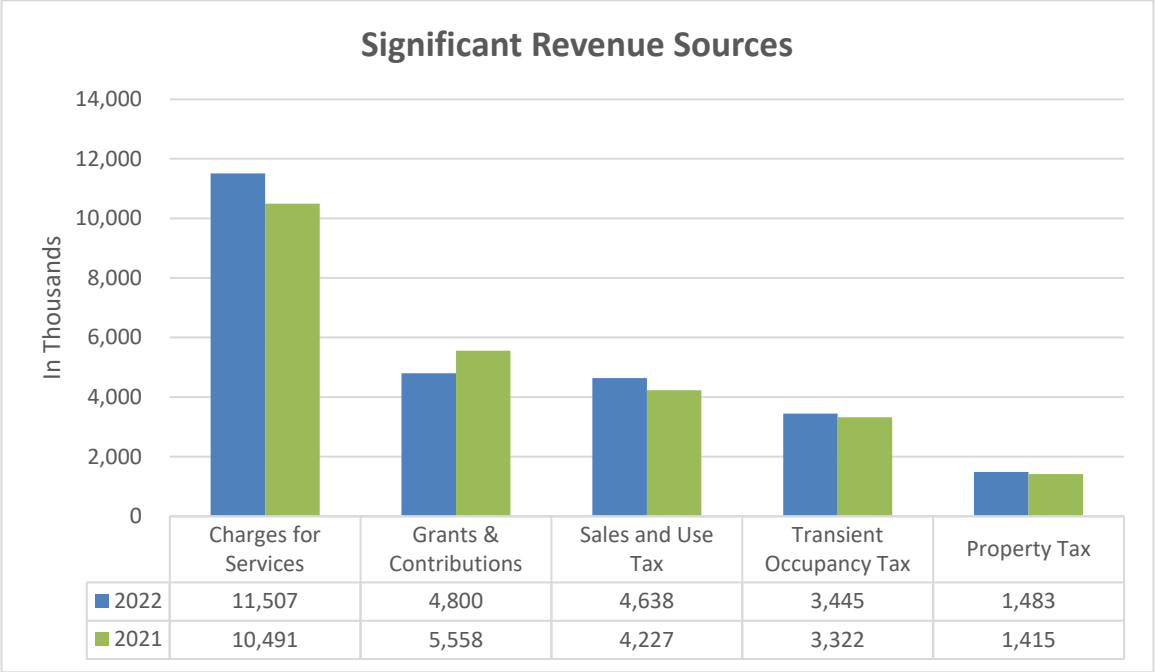
The City's expenses for FY 21/22 totaled $23.2 million, increasing $2.6 million from FY 20/21. Much of this increase was related to restoring staff and other programs (return of furloughed employees), which were cut at the end of FY 19/20.

Overall, governmental expenses totaled nearly $14.4 million, or 71 percent of total costs. Public safety costs represented most governmental costs, Community Development related to Grants, followed by public works and general government. Business-type activities incurred $8.8 million during the fiscal year, 29 percent of all City expenses.

GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

Revenues

The City's total revenues for Governmental and Business-type Activities were $27.2 million for the fiscal year that ended June 30, 2022, representing a 4 percent increase over the previous fiscal year. Governmental Activities increased by $342,428, and Business-type Activities decreased by $724,136 or 8 percent. Significant revenues for the City for FY 2021/22 were derived from charges for services (42%), grants and contributions (14%), sales and use Tax (17%), transient occupancy tax (12%), and property tax (1%).



	Charges for Services	Grants & Contributions	Sales and Use Tax	Transient Occupancy Tax	Property Tax
2022	11,507	4,800	4,638	3,445	1,483
2021	10,491	5,558	4,227	3,322	1,415

Following is a discussion of variances in key revenues for the FY 2021/22:

1. **Charges for Service's** overall revenue increased by 9 percent compared to the previous fiscal year, primarily due to governmental activities. Services include mostly salary, benefit, overhead charges to the Business-type Activities, inter-fund reimbursements, and charges to various grants for staff time and administrative costs reimbursements.

   Cost allocation plan revenues increased year over year, attributed to the increase in reimbursements from the enterprise funds. During the fiscal year, there was significant work logged for Water Conservation in response to the drought, infrastructure improvements, and operating needs for the enterprise fund. Other charges for services, including Police Department fingerprinting, developer deposit (DDA) reimbursements, code enforcement, and building permits, also recorded declines from the prior year. Charges for services for Business-type activities are almost entirely user charges. This category was down 1 percent or $78,293, primarily due to the water emergency in FY 21/22 caused by the reduced flows of the City's water sources and a lack of rainfall. Additionally, the Enterprise Funds waived the last round of scheduled approved rate increases in FY 20/21, which would have increased Water rates by 5 percent and Wastewater rates by 3 percent.

GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

2. **Grants and Contributions** annual receipts for Operating Grants decreased by $758,026 (13%) due to the completion of the Wastewater Treatment Plant upgrade funded by the US Department of Agriculture grant ($1.3M), the HEAP Grant for the DANCO Housing project, $3 million. In FY 21/22, Grants included the Community Development Block Grants (CDBG), which consist of the Code enforcement program, Business Assistant Loan Program, Fire Station Design Rehab, Parents & Friends Facility, Utility Business Assistance Loans, and general administration. Often operating grants fluctuate yearly depending on when program activities are implemented. Additionally, the City received the 2nd trench of America Rescue Plan Act funds (ARPA), $872,081. These funds have been earmarked for Broadband.

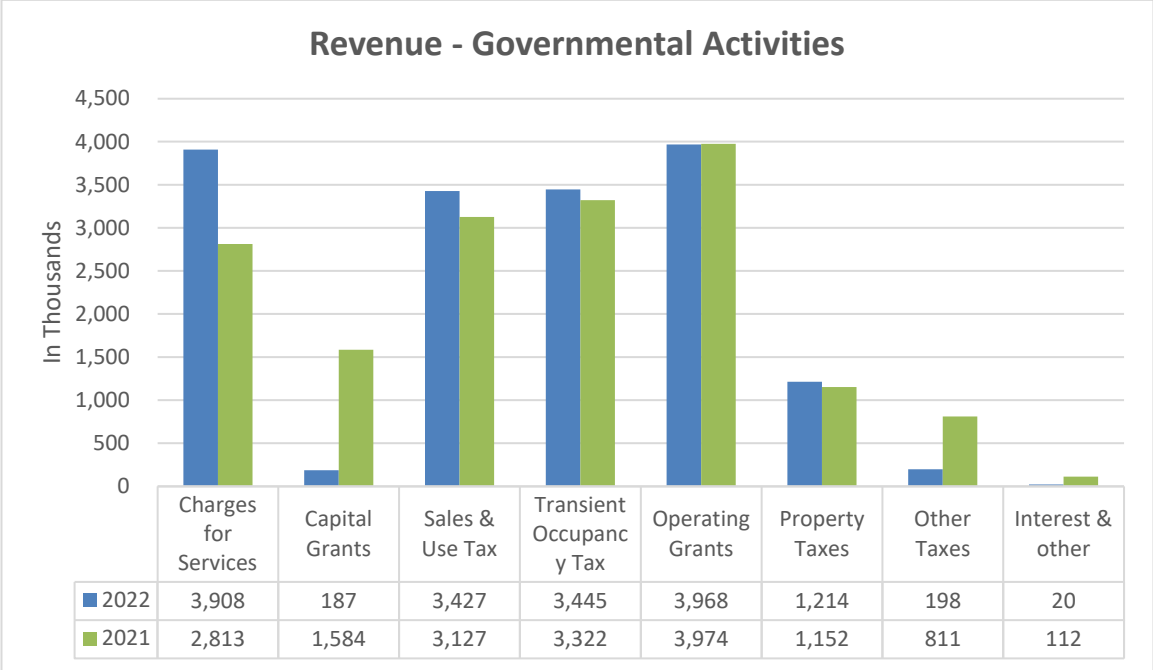
3. **Sales and Use Tax** include the City's general sales tax, a special half-cent sales tax for the C.V Starr Center, and a special half-cent sales tax for street repairs. Despite the COVID Pandemic, sales tax revenues recorded solid results and were up $539k or 15 percent in FY 20/21. Construction, grocery stores, and internet sales categories all recorded the best quarters at the onset of the Pandemic. In FY 21/22, Sales tax continued the strong performance and recorded a $411,314 (9%) increase. Inflation remained in the economy at the end of the quarter; according to the U.S. Bureau of Labor Statistics, Consumer Price Index was 7.9%. High inflation rates didn't affect consumer spending habits, but we could see this revenue category decline as the economy contracts in FY 22/23. Sales and use taxes for Business-type Activities are received for the C.V. Starr Center special sales tax ($1.2 million), up 10 percent or $111,830 from the previous fiscal year. The Tax subsidizes the operations and capital needs of the Center.

4. **Transient Occupancy Tax (TOT)** is a local tax (12 percent) applied to the cost of the hotel or other lodging stays of less than 30 days. This revenue category was the most impacted due to the COVID pandemic in the last quarter of FY 19/20, down $436k or 17 percent compared to the prior year resulting in a General Fund deficit. In FY 20/21, TOT revenues rebounded and recorded its best year at $3.3 million. In FY 21/22, this revenue category continued its strong performance, beating last year's record by $123,062 (3%). International and domestic travel restrictions contributed to the strong results, with travel being more local. Average Nightly Rates have also increased by 10%, with Occupancy Rates rising by 2%. Furthermore, Visit Fort Bragg's marketing efforts have contributed to the success of this revenue category.

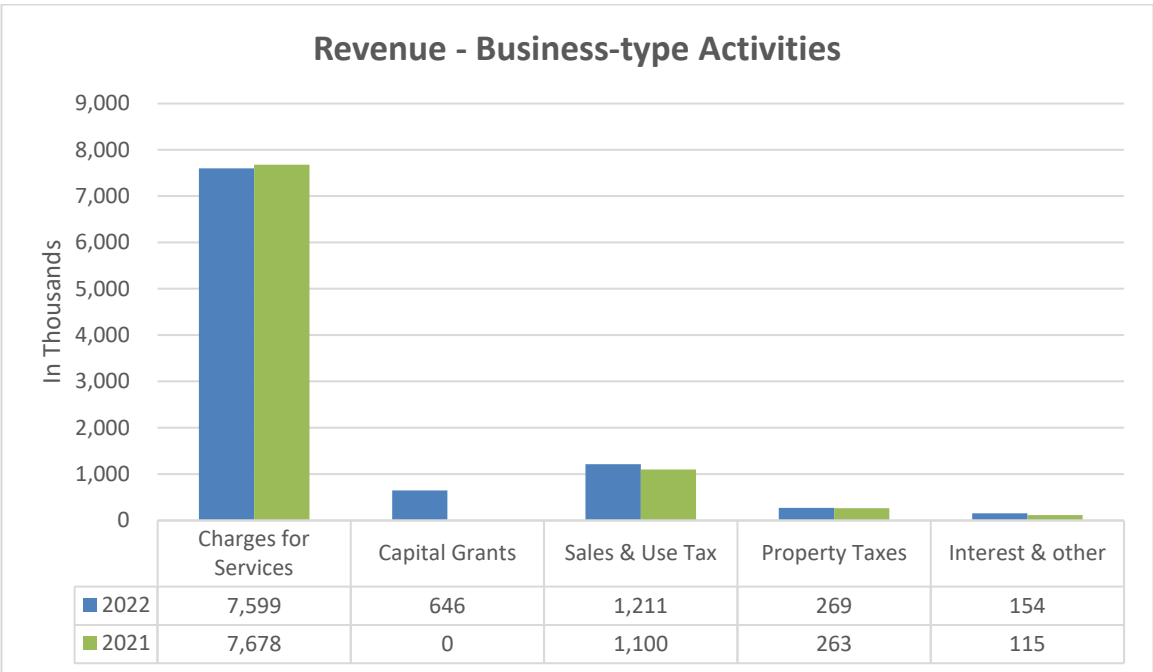
5. **Property Tax** increased by 4% in FY 2021/22 and is expected to grow at similar modest increases of 2-3% per year due to the rise in home-for-sale prices. The median home price in June of 2022 in the 95437 zip code was $419,000, an increase of 5% over June 2021. Property taxes received are accounted for in the General Fund, $1.2 million; C.V Starr Center, $269k; and the Fire Equipment Fund, $57k.

GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

Revenues by source for the fiscal years ended June 30, 2022, and 2021, are as follows:



	Charges for Services	Capital Grants	Sales & Use Tax	Transient Occupancy Tax	Operating Grants	Property Taxes	Other Taxes	Interest & other
2022	3,908	187	3,427	3,445	3,968	1,214	198	20
2021	2,813	1,584	3,127	3,322	3,974	1,152	811	112

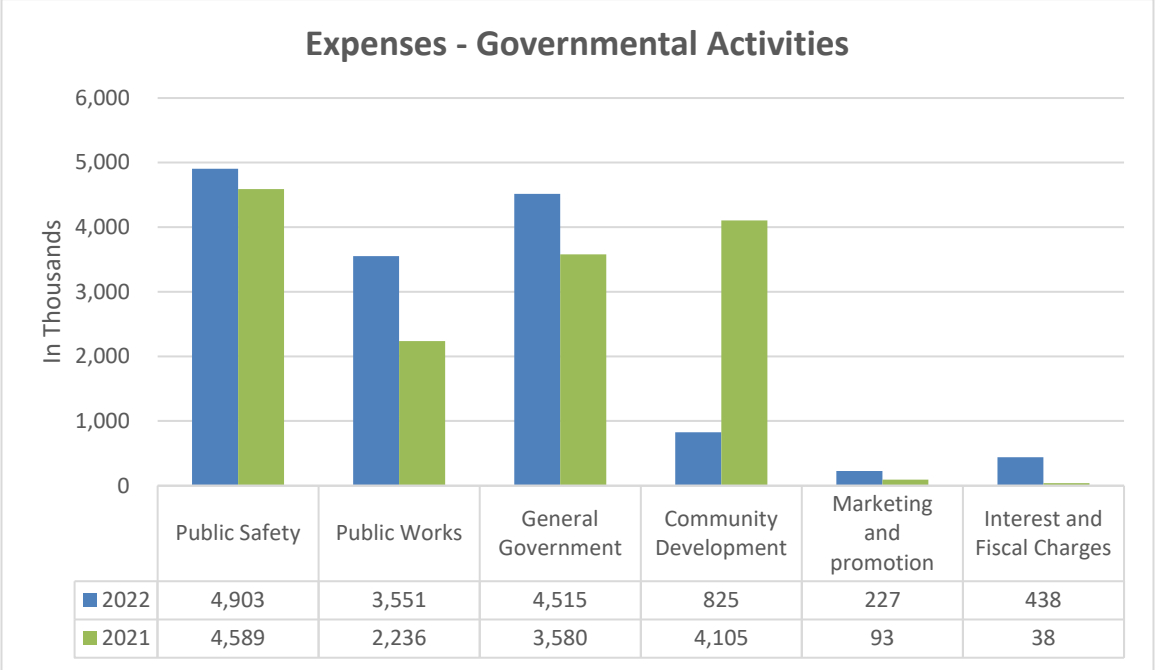


	Charges for Services	Capital Grants	Sales & Use Tax	Property Taxes	Interest & other
2022	7,599	646	1,211	269	154
2021	7,678	0	1,100	263	115

GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

Expenses

The City's Governmental and Business-type Activity expenses for FY 2021/22 totaled $23.2 million, representing an 11 percent increase compared to the previous fiscal year. Governmental Activity expenses were $14.6 million or 62 percent of total costs, while Business-type Activities were $8.7 million or 38 percent of total expenses. Public safety costs represented 21 percent of citywide costs, followed by General Government at 19 percent, Wastewater at 17 percent, and Public Works at 15 percent.



	Public Safety	Public Works	General Government	Community Development	Marketing and promotion	Interest and Fiscal Charges
2022	4,903	3,551	4,515	825	227	438
2021	4,589	2,236	3,580	4,105	93	38

Following is a discussion of significant variances in key expense categories for the fiscal year 2021/2022:

1. **Public Safety** costs increased by $517k or 11 percent from the previous fiscal year. Costs returned to pre-pandemic levels. A shortage of police officers locally and nationally has driven wages up yearly for the last several years. The Fort Bragg City Code Chapter 2.68 provides for an annual salary survey of Mendocino County law enforcement positions. It establishes that Fort Bragg's salaries will, at a minimum, be set at the average of the other local entities. As of January 1, 2021, Police Officer wages increased by 4.9% and 1% on January 1, 2022, in addition to a Cost of Living Adjustment (COLA) of 3%. Fort Bragg Dispatch services provided by the City of Ukiah increased by 5%. The Department was awarded a Social Service Liason Grant by the California Department of Health Care Services (DHCS) of $222k through March 2023.

2. **Public Works** year-over-year expenses increased by $1.1 million or 45 percent. The increase is due to an increase in Depreciation costs of $609k, Cost Allocation by $72k, and increases in personnel costs.

GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

Expenses, Continued

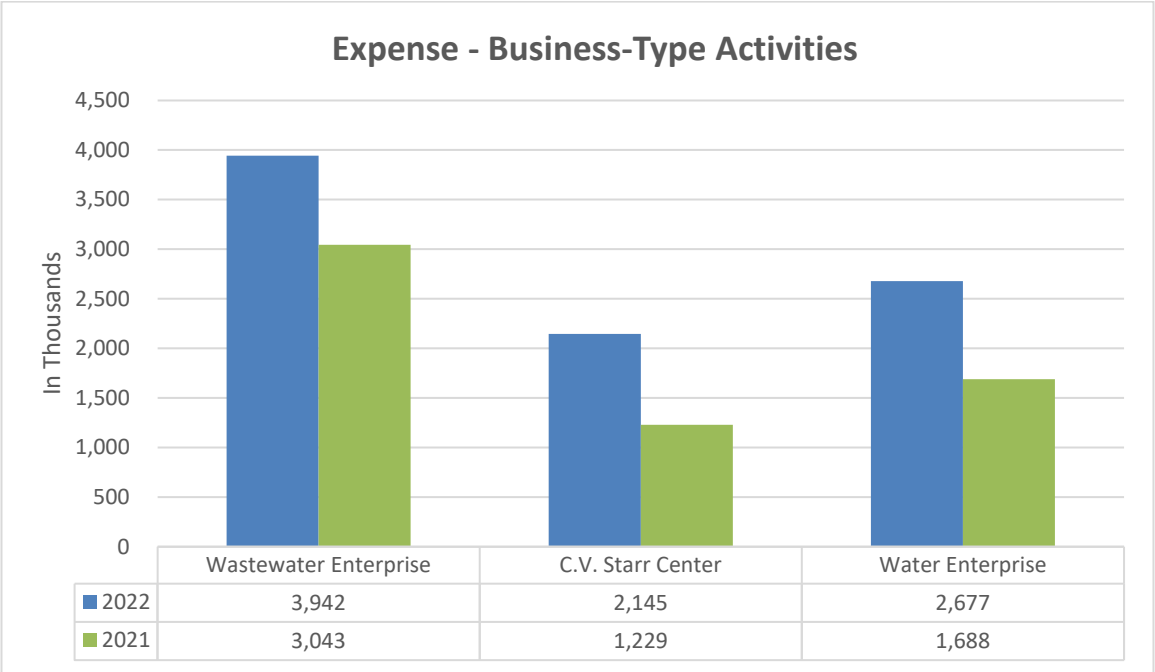
3. **General Government** expenses increased by $934k or 26 percent. The increase is attributed to the net increase in pension costs of $363k and the increase in personnel costs. Additionally, in FY 2019/20, the City started making the minimum prepayment towards the OPEB trust. This caused a $210k positive year-over-year variance. The OPEB trust fund has been diligently pre-funded for years, and even with the recent change in minimum payments, the City can start drawing from the fund to offset increasing costs in the coming years.

4. **Community Development** expenses decreased by $3.2 million from the prior year due to the decrease in Grants activity, $3.04 million HEAP Grant, SB-2 Grants $46k, and Community Development Block Grants (CDBG).



GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

Expenses, Continued



	Wastewater Enterprise	C.V. Starr Center	Water Enterprise
2022	3,942	2,145	2,677
2021	3,043	1,229	1,688

Following is a discussion of significant variances in key business-type expense categories for the FY 2021/22:

1. **Wastewater Enterprise** expenses increased by $899k or 29 percent. Contractual expenditures increased by $196k due to increased Bio-solids removal costs. Administration costs account for the allocation of indirect and direct costs charged to the enterprise per the Cost Allocation Cost True-up. In FY 21/22, there was an increased amount of staff time spent on Wastewater tasks.

2. **C.V. Starr Center** expenses increased by $851k or 74 percent. The CV Starr center was closed in mid-March 2021 in compliance with Shelter-In-Place orders in response to COVID. The Center remained closed through the fourth quarter of FY 2021/22. As a result, personnel and other operating costs increased compared to the previous year when they were closed. Utilities, mainly propane, increased by $244k to $322k, up 72 percent from pre-covid levels.

3. **Water Enterprise** expenses increased by 989k or 58 percent, with increases in personnel costs and administration allocation. This was the first year where salaries and benefits were accounted for in the water enterprise fund. Historically, personnel costs were recorded in the Wastewater Enterprise and allocated back to the water enterprise. This change in methodology would allow for better budgeting of the enterprise's operating costs. Additionally, the Arreage Grant required the City to waive late fees associated with customer accounts. This amounted to $30k. Professional Services also recorded increases of $36k.

Net Program Costs

The following table shows each of the City's major programs and the programs' net cost. Net cost is the total cost less fees and other direct revenue generated by the activities. The net cost reflects the financial burden placed on the City's taxpayers by each of the programs. The total cost of services and the net cost of services for the fiscal years ended June 30, 2022, and 2021 are as follows:

	2022		2021	
	Total Cost of Services	Net Cost of Services	Total Cost of Services	Net Cost of Services
General government	$ 4,514,625	$ 1,964,633	$ 3,508,168	$ 2,089,303
Public safety	4,903,019	4,538,021	4,588,899	4,259,585
Public works	3,551,490	1,217,352	2,224,098	(769,768)
Community development	825,072	(1,988,121)	4,160,458	531,267
Marketing and promotions	226,874	226,874	93,060	93,060
Interest and fiscal charges	438,129	438,129	37,964	37,964
Total	$ 14,459,209	$ 6,396,888	$ 14,612,647	$ 6,241,411

FUND FINANCIAL ANALYSIS

The City of Fort Bragg uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The fund financial statements focus on individual parts of the City government, reporting the City's operations in more detail than the government-wide financial statements.

Governmental funds

The City's governmental funds provide information on near-term inflows, outflows, and balances of spending resources. At the fiscal year ending June 30, 2022, the City's governmental funds reported combined fund balances of $12.8 million, an increase of $5.1 million or 66 percent over the previous year due to the 2021 Lease Revenue Bonds proceeds and increases in Sales Tax and Transient Occupancy revenues compared to the prior year.

General Fund

The general fund is the chief operating fund of the City. Overall, the general fund balance increased by $4.4 million to $8.5 million at the end of FY 2021/21. The general fund unassigned balance totaled $2.4 million—this increase of $910k resulted from a realized surplus budget. The committed fund balance totals $2.7 million. It includes the operating reserve of $1.9 million, $200k in the litigation reserve, and $490k in the Recession Reserve established this fiscal year.

Special Sales Tax – Streets

The Special Sales Tax for the street repairs fund decreased by $469k to $2 million in FY 2021/22. The Maple Street $1.8 million and 2020 Street Rehabilitation was funded in the prior year. In FY 2022/23, the 2022 Street Rehabilitation of $1.87 million will be funded and undertaken in FY 2022/23.

FUND FINANCIAL ANALYSIS, Continued

Street Resurfacing Capital Projects

The Street Resurfacing Capital Projects fund is at zero. Funding is transferred from the Special Sales Tax for street repairs fund to the Street Resurfacing Capital Projects as projects are undertaken.

Enterprise Funds

Enterprise funds increased the City's net position by $3 million (5%). The City has three business-type activities: Water, Wastewater, and the C.V. Starr Center.

The Water enterprise net position increased $3 million or 22 percent to $16.6 million; the Wastewater enterprise net position decreased by $358k or 1 percent to $24 million, and the C.V. Starr Center enterprise net position also recorded an increase of $332k or 1 percent to $20.7 million.

The Water enterprise capitalized costs of $1.98 million largely due to the Water Meter Replacement Project of a little over $2 million and design costs for the Water Treatment Plant $188k, Raw Water Line Replacement $176k, and the Pudding Creek Water Main $67k. These costs are Construction in Progress and will be fully capitalized once completed. Long-term liabilities decreased by $393k due to regularly scheduled debt payments. Lastly, Water's operating revenues exceeded expenses by $3 million, with $2 million attributed to Capital Grants received for the Water Meter Replacement Project, contributing to the fund's net position. The utility generates sufficient revenue to cover operating expenses, maintain an operating reserve, and fund a capital reserve. Currently, the rate plan is designed to accumulate $1 million per year in a capital projects reserve, and the plan is working as designed.

The Wastewater enterprise recorded a net operating loss of $358,445 as expenditures, including Depreciation, exceeded operating income. The payoff of Pension Liability costs reduced the Long-term liability for the fund. Accounts payable decreased by $47k. The utility's user fees generate sufficient revenue to cover operating expenses, maintain an operating reserve and fund a capital reserve. Like the Water enterprise, the rate plan is designed to accumulate $1M per year in a capital project reserve and works as designed.

The C. V. Starr Center's operation is contracted to the Mendocino Coast Recreation and Park District and is supported by property tax, sales tax, and user fees. The C.V. Starr Center's operating expenses exceeded operating revenue (user fees) by $1.2 million. The operating loss is subsidized with non-operating revenue, including the tax revenue mentioned above, with the resulting change in Net position increasing by $332k. As mentioned, the Center was closed in March 2022 to comply with shelter-in-place orders and reopened in July 2021 on a limited basis. The Center was awarded a Grant of $602,160 in FY 21/22 as part of the COVID relief funds for districts. Operating Revenues were only $382k, recording a decline of 48% from pre-pandemic levels.

General Fund Budgetary Highlights

The fund financial statements compare the Budget to actual for major governmental funds. These statements and the notes are presented as additional information to show that appropriations are being spent as authorized by the City Council.

The original Budget estimated $9.9 million in revenues. The amended Budget was $10.7 million, and actual revenues of $11.2 million ended the fiscal year above budget estimates by $539k. The General Fund was the most impacted by the Pandemic and economic shutdown in the last quarter of 2019/20. This is because it relies on TOT and Sales Tax Revenues, accounting for approximately 48 percent of the City's General Fund revenue. Both transient occupancy and sales tax recovered in FY 20/21 and continued the strong results into FY 21/22, recording its best year. Reimbursements also recorded a $629k increase due to the increase in reimbursements to the General Fund from the Enterprise Funds due to the Cost Allocation True done at the end of the fiscal year based on actual staff time hours.

Expenditures were held below the final amended Budget of $10.6 million by $283k. Expenditure across many categories recorded savings except Public Safety, $72k, and Public Works- Engineering, $60k. The Department sent three police recruits to the academy in January 2022. While the goal is to fill vacancies and eliminate the need to backfill positions, the normal duration for the academy and field training is approximately six months, requiring overtime to backfill until the recruits are ready to serve as sworn officers.

The Non- Departmental category records expenditures not associated with a specific department of the City. These include Retiree Medical costs, Insurance costs, Utilities, and OPEB funding, to name a few. This revenue category ended the year under Budget by $260k. The expenses of CIRA liability and property premium payments were much lower than anticipated.

Additionally, a Budget of $150k was set aside to be contributed to the Section 115 Trust to absorb future pension cost increases.

The City of Fort Bragg Fund Balance and Reserve Policies, adopted by the City Council and incorporated in the Budget development policies, established an Operating Reserve ($1.98 million) of at least 15-25 percent of the annual operating expenditures General Fund. Its purpose is to serve as a strategic reserve, ensure the General Fund's liquidity, and make adequate resources available to manage economic uncertainties. Additionally, the recession reserve of $489k, equivalent to 5 percent of the City's annual operating Budget, and the Litigation reserve remains at $200k. Restricted Funds of $3.5 million from the 2021 Lease Revenue Bonds were to be used to rehabilitate and remediate certain properties in the City. These funds were subsequently returned.

The General Fund ended the year with a fund balance (of non-spendable, committed, and unassigned amounts) of $5.01 million, representing an increase of $908k for the year.

Capital Assets

The City's investment in capital assets for its Governmental and Business-type Activities as of June 30, 2022, amounts to $95.4 million. This investment in capital assets includes land, construction in progress costs, buildings, machinery and equipment, infrastructure, and land improvements, as shown in the chart below:

	Governmental Activities		Business-type Activities		Totals	
	2022	2021	2022	2021	2022	2021
Land	$ 12,952,262	$ 12,952,262	$ 785,079	$ 785,079	$ 13,737,341	$ 13,737,341
Construction in progress	214,292	2,536,221	3,623,852	933,150	3,838,144	3,469,371
Buildings	1,130,844	1,281,003	19,725,930	20,441,570	20,856,774	21,722,573
Machinery, equipment and vehicl	1,420,794	1,308,114	2,008,476	1,423,349	3,429,270	2,731,463
Infrastructure	25,687,648	23,608,286	27,860,326	28,653,610	53,547,974	52,261,896
Land improvements	-	-	-	49,712	-	49,712
Total	$ 41,405,840	$ 41,685,886	$ 54,003,663	$ 52,286,470	$ 95,409,503	$ 93,972,356

Capital assets increased by $1.4 million (net of annual depreciation costs)—most notably, Infrastructure Improvements of $3.8 million were capitalized. These were Street Resurfacing Project and Maple Street Improvements. Disposal of assets totaled $393k from the wastewater fund. Citywide total assets placed in Service equaled $4.3 million, offset by $3.3 million in Depreciation. More detail about the capital assets and current activity may be found in the notes to the financial statements in the Summary of Significant Accounting Policies on page 55 and in Note 5 on Page 68 in the Capital Assets section.

Debt Administration

On June 30, 2022, the total City Debt outstanding was $18 million. Overall, governmental debt increased by $11.4 million. The City issued Lease Revenue Bonds in October, 2021. Of the proceeds, $3.5 million was to be used to rehabilitate and remediate certain properties in the City. The remaining proceeds of $7.5 million were used to pay down a portion of the outstanding Unfunded Liability (UAL) projected by CALPERS.

Business-type debt reduced by $497k to $5.9 million. Additional information about the City's outstanding debt and other long-term liabilities is presented in Note 7 on pages 70 through 73.

Requests for Information

This financial report is designed to provide our citizens, taxpayers, creditors, and government regulators with a general overview of the City's finances and to demonstrate the City's accountability for the money it receives. Additional information may be found on our website at www.fortbragg.com. Below is the contact address for questions about the report or requests for additional financial information.

City of Fort Bragg
Finance Department
416 No. Franklin St.
Fort Bragg, CA 95437
707-961-2825

BASIC FINANCIAL STATEMENTS

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City of Fort Bragg, California
Statement of Net Position
June 30, 2022

	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and investments	$ 8,679,436	$ 13,959,639	$ 22,639,075
Restricted cash and investments	3,500,000	108,064	3,608,064
Receivables:			
Accounts	2,329,198	1,116,826	3,446,024
Loans/Notes receivable	2,513,350	-	2,513,350
Inventory	-	97,615	97,615
Prepaid items	11,001	-	11,001
Total current assets	17,032,985	15,282,144	32,315,129
Capital assets:			
Nondepreciable	13,166,554	4,408,931	17,575,485
Depreciable	28,239,286	49,711,494	77,950,780
Total noncurrent assets	41,405,840	54,120,425	95,526,265
Total assets	58,438,825	69,402,569	127,841,394
DEFERRED OUTFLOWS OF RESOURCES			
Pension plan	9,466,238	385,633	9,851,871
OPEB, deferred outflow	508,914	-	508,914
Deferred loss on debt refunding	-	60,070	60,070
Total deferred outflows of resources	9,975,152	445,703	10,420,855
Total assets and deferred outflows	$ 68,413,977	$ 69,848,272	$ 138,262,249
LIABILITIES			
Accounts payable and accrued liabilities	877,976	696,612	1,574,588
Interest payable	79,792	16,386	96,178
Unearned revenue	-	13,844	13,844
Deposits payable	123,935	165,362	289,297
Compensated absences - current portion	49,910	8,187	58,097
Due within one year	113,321	465,889	579,210
Total current liabilities	1,244,934	1,366,280	2,611,214
Long-term liabilities:			
Compensated absences	449,192	96,410	545,602
Landfill post-closure	220,270	-	220,270
Due after one year	11,313,751	5,349,223	16,662,974
Net OPEB obligation	2,314,096	-	2,314,096
Net pension liability	6,080,743	267,987	6,348,730
Total noncurrent liabilities	20,378,052	5,713,620	26,091,672
Total liabilities	21,622,986	7,079,900	28,702,886
DEFERRED INFLOWS OF RESOURCES			
Pension plan	4,753,528	997,206	5,750,734
OPEB	563,434	-	563,434
Total deferred inflows of resources	5,316,962	997,206	6,314,168
Total liabilities and deferred inflows	26,939,948	8,077,106	35,017,054
NET POSITION			
Net investment in capital assets	30,092,089	48,678,202	78,770,291
Restricted for:			
Gas Tax	51,395	-	51,395
State and Federal Grants	87,932	-	87,932
Special Sales Tax	2,026,740	-	2,026,740
Asset Forfeiture	411,937	-	411,937
Debt Service	3,500,000	108,064	3,608,064
Unrestricted	5,303,936	12,984,900	18,288,836
Total net position	41,474,029	61,771,166	103,245,195
Total liabilities, deferred inflows and net position	$ 68,413,977	$ 69,848,272	$ 138,262,249

The accompanying notes are an integral part of these basic financial statements.

City of Fort Bragg, California
Statement of Activities
For the year ended June 30, 2022

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary government:				
Governmental activities:				
General government	$ 4,514,625	$ 1,583,520	$ 891,072	$ 75,400
Public safety	4,903,019	318,837	46,161	-
Public works	3,551,490	2,005,830	217,154	111,154
Community development	825,072	50	2,813,143	-
Marketing and promotions	226,874	-	-	-
Interest and fiscal charges	438,129	-	-	-
Total governmental activities	14,459,209	3,908,237	3,967,530	186,554
Business-type activities:				
Water	2,676,522	3,032,950	-	645,986
Wastewater	3,942,009	3,583,722	-	-
CV Starr Center	2,145,402	982,537	-	-
Total business-type activities	8,763,933	7,599,209	-	645,986
Total primary government	$ 23,223,142	$ 11,507,446	$ 3,967,530	$ 832,540
General revenues:				
Taxes:				
Property taxes, levied for general purposes				
Sales and use taxes				
Transient occupancy tax, levied for general purposes				
Franchise taxes				
Other taxes				
Unrestricted investment earnings				
Other general revenues				
OPEB credit				
Transfers				
Total general revenues and transfers				
Change in net position				
Net position:				
Beginning of year				
End of year				

The accompanying notes are an integral part of these basic financial statements.

Net (Expense) Revenue and Changes in Net Position		
Governmental Activities	Business-Type Activities	Totals
$ (1,964,633)	$ -	$ (1,964,633)
(4,538,021)	-	(4,538,021)
(1,217,352)	-	(1,217,352)
1,988,121	-	1,988,121
(226,874)	-	(226,874)
(438,129)	-	(438,129)
(6,396,888)	-	(6,396,888)
-	1,002,414	1,002,414
-	(358,287)	(358,287)
-	(1,162,865)	(1,162,865)
-	(518,738)	(518,738)
(6,396,888)	(518,738)	(6,915,626)
1,214,292	268,596	1,482,888
3,426,543	1,211,340	4,637,883
3,444,990	-	3,444,990
653,579	-	653,579
198,061	-	198,061
(7,606)	104,244	96,638
27,644	50,000	77,644
359,611	-	359,611
(1,939,278)	1,939,278	-
7,377,836	3,573,458	10,951,294
980,948	3,054,720	4,035,668
40,493,081	58,716,446	99,209,527
$ 41,474,029	$ 61,771,166	$ 103,245,195

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FUND FINANCIAL STATEMENTS
MAJOR FUNDS

Fund	Description
Governmental Funds:	Governmental funds are used for taxes and grants.
General	Primary operating fund of the City; accounts for all activities except those legally or administratively required to be accounted for in other funds.
CDBG Program Income Special Revenue	Accounts for activities related to housing rehabilitation and business assistance loans provided with CDBG funding.
Housing Successor Agency Special Revenue	Accounts for activities related to housing activities of the former Fort Bragg Redevelopment Agency.
Special Sales Tax - Street Repair Special Revenue	Accounts for the City's Special Sales Tax for Street and Alley Repairs.
Street Resurfacing Capital Projects	Accounts for Street Resurfacing Capital Projects Performed on a Regular Basis with Special Sales Tax for Street and Alley Repairs.

City of Fort Bragg, California
Balance Sheet
Governmental Funds
June 30, 2022

	Major Funds		
	General Fund	CDBG Program Income Special Revenue	Housing Successor Agency Special Revenue
ASSETS			
Cash and investments	$ 3,687,822	$ 6,088	$ 184,418
Restricted cash and investments	3,500,000	-	-
Receivables:			
Taxes	1,670	-	-
Intergovernmental	-	-	-
Loans/Notes receivable	985	1,997,333	313,625
Other receivable	1,052,095	-	-
Due from other funds	894,991	-	-
Prepaid items	11,001	-	-
Total assets	$ 9,148,564	$ 2,003,421	$ 498,043
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued liabilities	$ 432,394	$ -	$ -
Due to other funds	-	-	-
Deposits payable	123,935	-	-
Total liabilities	556,329	-	-
Deferred inflows of resources:			
Unavailable revenue	-	1,958,611	313,625
Total deferred inflows of resources:	-	1,958,611	313,625
Total Liabilities and deferred inflows	556,329	1,958,611	313,625
Fund balances:			
Nonspendable			
Prepaids and inventory	11,001	-	-
Loans/Notes receivable	985	-	-
Restricted	3,500,000	-	-
Committed:			
Operating reserve	1,989,419	-	-
Recession reserve	489,929	-	-
Litigation reserve	200,000	-	-
Assigned	-	44,810	184,418
Unassigned (deficit)	2,400,901	-	-
Total fund balances	8,592,235	44,810	184,418
Total liabilities, deferred inflows and fund balances	$ 9,148,564	$ 2,003,421	$ 498,043

The accompanying notes are an integral part of these basic financial statements.

Major Funds				
Special Sales Tax Special Revenue	Street Resurfacing Capital Projects	Nonmajor Governmental Funds	Totals
$ 1,806,524	$ -	$ 2,206,452	$ 7,891,304
-	-	-	3,500,000
-	-	-	1,670
220,216	-	1,051,477	1,271,693
-	-	201,407	2,513,350
-	-	3,740	1,055,835
-	-	-	894,991
-	-	-	11,001
$ 2,026,740	$ -	$ 3,463,076	$ 17,139,844
$ -	$ -	$ 399,144	$ 831,538
-	26,132	868,859	894,991
-	-	-	123,935
-	26,132	1,268,003	1,850,464
-	-	201,407	2,473,643
-	-	201,407	2,473,643
-	26,132	1,469,410	4,324,107
-	-	-	11,001
-	-	-	985
2,026,740	-	551,264	6,078,004
-	-	-	1,989,419
-	-	-	489,929
-	-	-	200,000
-	-	1,560,531	1,789,759
-	(26,132)	(118,129)	2,256,640
2,026,740	(26,132)	1,993,666	12,815,737
$ 2,026,740	$ -	$ 3,463,076	$ 17,139,844

City of Fort Bragg, California

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position

June 30, 2022

Total fund balances - total governmental funds		$ 12,815,737
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds balance sheet.		39,998,384
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds balance sheet.		
Compensated absences	$ (499,102)	
Landfill post-closure	(248,591)	
CalPERS side fund	(85,000)	
Net OPEB obligation	(2,314,096)	
Net pension liability	(6,080,743)	(20,541,283)
Governmental funds notes receivable from various loan programs are deferred under the current financial resources measurement focus. The notes receivable are recognized in the government-wide Statement of Net Position under the accrual basis of accounting.		2,473,643
Interest payable on long-term debt does not require the use of current financial resources and, therefore, is not reported in the governmental funds.		(79,792)
Pension obligations result in deferred outflows and inflows of resouces associated with the actuarial value of contributions, assets, and liaiblities		
Deferred outflows, Pension	9,466,238	
Deferred inflows, Pension	(4,753,528)	
Deferred outflows, OPEB	508,914	
Deferred inflows, OPEB	(563,434)	4,658,190
Internal services funds are used by management to charge the costs of certain activities, such as fleet services, to individual funds. The assets and liabilities of the internal service funds are:		
Current assets	788,132	
Noncurrent assets	1,407,456	
Accounts payable and accrued liabilities	(46,438)	2,149,150
Net Position of governmental activities		$ 41,474,029

The accompanying notes are an integral part of these basic financial statements.

City of Fort Bragg, California

Reconciliation of Fund Basis Balance Sheet to Government-wide Statement of Net Position

Governmental Activities

June 30, 2022

	Governmental Funds Balance Sheet	Reclassifications	Changes in GAAP	Internal Services Balances	Statement of Net Position
ASSETS					
Current assets:					
Cash and investments	$ 7,891,304	$ -	$ -	$ 788,132	$ 8,679,436
Restricted cash and investments	3,500,000	-	-	-	3,500,000
Receivables:					
Taxes	1,670	-	-	-	1,670
Intergovernmental	1,271,693	-	-	-	1,271,693
Loans/Notes receivable	2,513,350	-	-	-	2,513,350
Other receivable	1,055,835	-	-	-	1,055,835
Due from other funds	894,991	(894,991)	-	-	-
Prepaid items	11,001	-	-	-	11,001
Total current assets	17,139,844	(894,991)	-	788,132	17,032,985
Noncurrent assets:					
Capital assets, net	-	-	39,998,384	1,407,456	41,405,840
Total noncurrent assets	-	-	39,998,384	1,407,456	41,405,840
DEFERRED OUTFLOWS OF RESOURCES					
Pension plan	-	-	9,466,238	-	9,466,238
OPEB	-	-	508,914	-	508,914
Deferred loss on refunding	-	-	-	-	-
Total assets and deferred outflows of resources	$ 17,139,844	$ (894,991)	$ 49,973,536	$ 2,195,588	$ 68,413,977
LIABILITIES					
Current liabilities:					
Accounts payable and accrued liabilities	$ 831,538	$ -	$ -	$ 46,438	$ 877,976
Interest payable	-	-	79,792	-	79,792
Due to other funds	894,991	(894,991)	-	-	-
Deposits payable	123,935	-	-	-	123,935
Compensated absences - current portion	-	-	49,910	-	49,910
Due within one year	-	-	113,321	-	113,321
Total current liabilities	1,850,464	(894,991)	243,023	46,438	1,244,934
Noncurrent liabilities:					
Long-term liabilities:					
Compensated absences	-	-	449,192	-	449,192
Due after one year	-	-	11,313,751	-	11,313,751
Landfill post-closure	-	-	220,270	-	220,270
Net OPEB obligation	-	-	2,314,096	-	2,314,096
Net pension liability	-	-	6,080,743	-	6,080,743
Total noncurrent liabilities	-	-	20,378,052	-	20,378,052
Total liabilities	1,850,464	(894,991)	20,621,075	46,438	21,622,986
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue	2,473,643	-	(2,473,643)	-	-
Pension Plan	-	-	4,753,528	-	4,753,528
OPEB, deferred inflow	-	-	563,434	-	563,434
Total liabities and deferred inflows:	4,324,107	(894,991)	23,464,394	46,438	26,939,948
FUND BALANCES/NET POSITION					
Fund balances:					
Nonspendable	11,986	(11,986)	-	-	-
Restricted	6,078,004	(6,078,004)	-	-	-
Committed	2,679,348	(2,679,348)	-	-	-
Assigned	1,789,759	(1,789,759)	-	-	-
Unassigned (deficit)	2,256,640	(2,256,640)	-	-	-
					-
Net position:					-
Net investment in capital assets	-	-	28,684,633	1,407,456	30,092,089
Restricted	-	-	6,078,004	-	6,078,004
Unrestricted	-	12,815,737	(8,253,495)	741,694	5,303,936
Total fund balances/net position	12,815,737	-	26,509,142	2,149,150	41,474,029
Total liabilities, deferred inflows and net position	$ 17,139,844	$ (894,991)	$ 49,973,536	$ 2,195,588	$ 68,413,977

The accompanying notes are an integral part of these basic financial statements.

City of Fort Bragg, California

Statement of Revenues, Expenditures, and Changes in Fund Balances

Governmental Funds

For the year ended June 30, 2022

	Major Funds		
	General Fund	CDBG Program Income Special Revenue	Housing Successor Agency Special Revenue
REVENUES:			
Taxes and assessments	$ 7,662,144	$ -	$ -
Licenses and permits	86,132	-	-
Fines and forfeitures	97,331	-	-
Intergovernmental	187,815	-	-
Use of money and property	(184,172)	125,509	1,291
Charges for services	65,418	-	-
Reimbursements	3,278,393	-	-
Other revenues	22,540	-	-
Total revenues	11,215,601	125,509	1,291
EXPENDITURES:			
Current:			
General government	3,248,798	-	-
Public safety	4,325,464	-	-
Public works	1,372,529	-	-
Community development	365,417	15,158	-
Marketing and promotions	226,874	-	-
Cost allocations	789,399	-	-
Capital outlay	-	-	-
Debt service:			
Bond issuance costs	358,337	-	-
Total expenditures	10,686,818	15,158	-
REVENUES OVER (UNDER) EXPENDITURES	528,783	110,351	1,291
OTHER FINANCING SOURCES (USES):			
Proceeds from bonds issued	11,440,000	-	-
Discount on bonds issued	(41,249)	-	-
Payment to CalPERS	(7,540,414)	-	-
Proceeds from sales of assets	15,700	-	-
Transfers in	56,774	-	-
Transfers out	(51,574)	(90,797)	-
Total other financing sources (uses)	3,879,237	(90,797)	-
Net change in fund balances	4,408,020	19,554	1,291
FUND BALANCES (DEFICITS):			
Beginning of year	4,184,215	25,256	183,127
End of year	$ 8,592,235	$ 44,810	$ 184,418

The accompanying notes are an integral part of these basic financial statements.

Major Funds			
Special Sales Tax Special Revenue	Street Resurfacing Capital Projects	Other Governmental Funds	Totals
$ 1,211,382	$ -	$ 63,939	$ 8,937,465
-	-	-	86,132
-	-	49,040	146,371
-	-	4,299,613	4,487,428
14,692	-	8,186	(34,494)
-	-	-	65,418
-	-	-	3,278,393
-	-	-	22,540
1,226,074	-	4,420,778	16,989,253
-	-	70,178	3,318,976
-	-	181,610	4,507,074
216,532	-	377,315	1,966,376
-	-	753,760	1,134,335
-	-	-	226,874
-	-	-	789,399
-	-	1,504,213	1,504,213
-	-	-	358,337
216,532	-	2,887,076	13,805,584
1,009,542	-	1,533,702	3,183,669
-	-	-	11,440,000
-	-	-	(41,249)
-	-	-	(7,540,414)
-	-	-	15,700
-	-	1,731,186	1,787,960
(1,479,148)	-	(2,105,719)	(3,727,238)
(1,479,148)	-	(374,533)	1,934,759
(469,606)	-	1,159,169	5,118,428
2,496,346	(26,132)	834,497	7,697,309
$ 2,026,740	$ (26,132)	$ 1,993,666	$ 12,815,737

City of Fort Bragg, California

Reconciliation of Fund Basis Statements to Government-wide Statement of Activities

For the year ended June 30, 2022

Functions/Programs	Fund Based Totals	Compensated Absences/ Debt Service	Internal Service	Depreciation	Capital Asset (Additions)/ Retirements	Cost Allocation	Pension plan	Government-wide Totals
Governmental activities:								
General government	$ 3,318,976	$ (70,099)	$ 124,603	$ 175,616	$ (207,296)	$ 239,777	$ 933,048	$ 4,514,625
Public safety	4,507,074	-	-	70,333	-	325,612	-	4,903,019
Public works	1,966,376	(302,552)	-	1,745,606	-	142,060	-	3,551,490
Community development	1,134,335	(391,213)	-	-	-	81,950	-	825,072
Marketing and promotions	226,874	-	-	-	-	-	-	226,874
Cost allocations	789,399	-	-	-	-	(789,399)	-	-
Capital outlay	1,504,213	-	-	-	(1,504,213)	-	-	-
Debt service/Interest	358,337	79,792	-	-	-	-	-	438,129
Total governmental activities	$ 13,805,584	$ (684,072)	$ 124,603	$ 1,991,555	$ (1,711,509)	$ -	$ 933,048	$ 14,459,209

The accompanying notes are an integral part of these basic financial statements.

City of Fort Bragg, California

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities

For the year ended June 30, 2022

Net change in fund balances - total governmental funds		$ 5,118,428
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures while governmental activities report depreciation expense to allocate those expenditures over the life of the		
Capital asset purchases capitalized	$ 1,711,509	
Proceeds from sale of capital assets	(15,700)	
Depreciation expense	(1,991,555)	(295,746)
Certain notes receivable are reported in the governmental funds as expenditures and then offset by a deferred revenue as they are not available to pay current expenditures. Likewise, when the note is collected it is reflected in revenue. This is the net change between notes receivable collected and issued.		30,571
Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position:		
CalPERS side fund		302,552
The issuance of long-term debt (e.g., bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. This amount is the net effect of these differences in the treatment of long-term debt and related items.		
Proceeds from bonds issued	(11,440,000)	
Discount on bonds issued	41,249	
Payment to CalPERS	7,540,414	(3,858,337)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:		
Change in interest payable	(79,792)	
Landfill closure liability	391,213	
Change in compensated absences	70,099	381,520
Certain employee benefit obligations are recorded on a pay-as-you-go basis in the governmental funds, but are accrued as liabilities in the Statement of Net Position:		
Net OPEB obligation	359,611	
Net Pension obligation	(933,048)	(573,437)
Internal services funds are used by management to charge the costs of certain activities, such as fleet services, to individual funds. The change in Net Position of the Internal Service Funds net of capital assets are included in the governmental activities in the government-wide Statement of Net Position.		(124,603)
Change in Net Position of governmental activities		$ 980,948

The accompanying notes are an integral part of these basic financial statements.

City of Fort Bragg, California

Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual - General and Major Special Revenue Funds

For the year ended June 30, 2022

	General Fund			
	Budgeted Amounts			Variance w/Final Positive
	Original	Final	Actual	(Negative)
REVENUES:				
Taxes and assessments	$ 6,570,621	$ 7,170,621	$ 7,662,144	$ 491,523
Licenses and permits	93,702	93,702	86,132	(7,570)
Fines and forfeitures	48,950	48,950	97,331	48,381
Intergovernmental	524,213	617,586	187,815	(429,771)
Use of money and property	21,220	21,220	(184,172)	(205,392)
Charges for services	57,800	57,800	65,418	7,618
Reimbursements	2,637,450	2,648,650	3,278,393	629,743
Other revenues	18,500	18,500	22,540	4,040
Total revenues	9,972,456	10,677,029	11,215,601	538,572
EXPENDITURES:				
Current:				
General government:				
City Council	176,632	292,807	214,277	78,530
Administrative services	956,385	1,222,410	1,225,661	(3,251)
Finance	606,667	606,667	536,977	69,690
Other - unclassified	1,387,688	1,532,308	1,271,883	260,425
Public safety:				
Police Department	3,751,472	3,794,972	3,891,041	(96,069)
Fire Department	447,758	447,758	434,423	13,335
Public works:				
Administration and engineering	558,107	619,107	679,782	(60,675)
Parks and facilities	39,800	39,800	36,479	3,321
Street maintenance	117,000	133,200	124,497	8,703
Storm drains	16,000	16,000	12,680	3,320
Corporation yard	444,285	444,285	494,218	(49,933)
Traffic and safety	73,500	73,500	24,873	48,627
Community development	386,520	411,485	365,417	46,068
Marketing and promotions	230,000	230,000	226,874	3,126
Cost allocations	686,131	686,131	789,399	(103,268)
Debt service:				
Principal	-	37,834	-	37,834
Interest and fiscal charges	-	130	358,337	(358,207)
Total expenditures	9,877,945	10,588,394	10,686,818	(98,424)
REVENUES OVER (UNDER) EXPENDITURES	94,511	88,635	528,783	440,148
OTHER FINANCING SOURCES (USES):				
Proceeds from bonds issued	-	-	11,440,000	
Discount on bonds issued	-	-	(41,249)	
Payment to CalPERS	-	-	(7,540,414)	
Proceeds from sales of assets	5,000	5,000	15,700	10,700
Transfers in	230,284	230,284	56,774	(173,510)
Transfers out	(268,248)	(268,248)	(51,574)	216,674
Total other financing sources (uses)	(32,964)	(32,964)	3,879,237	53,864
Net change in fund balances	61,547	55,671	4,408,020	494,012
FUND BALANCES (DEFICITS):				
Beginning of year	4,184,215	4,184,215	4,184,215	-
End of year	$ 4,245,762	$ 4,239,886	$ 8,592,235	$ 494,012

The accompanying notes are an integral part of these basic financial statements.

CDBG Program Income Special Revenue Fund				Housing Successor Agency Special Revenue Fund			
Budgeted Amounts			Variance w/Final Positive	Budgeted Amounts			Variance w/Final Positive
Original	Final	Actual	(Negative)	Original	Final	Actual	(Negative)
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
94,500	94,500	125,509	31,009	5,345	5,345	1,291	(4,054)
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
94,500	94,500	125,509	31,009	5,345	5,345	1,291	(4,054)
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	15,158	(15,158)	-	2,500	-	2,500
-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	15,158	(15,158)	-	2,500	-	2,500
94,500	94,500	110,351	15,851	5,345	2,845	1,291	(1,554)
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
(72,000)	(72,000)	(90,797)	(18,797)	-	-	-	-
(72,000)	(72,000)	(90,797)	(18,797)	-	-	-	-
22,500	22,500	19,554	(2,946)	5,345	2,845	1,291	(1,554)
25,256	25,256	25,256	-	183,127	183,127	183,127	-
$ 47,756	$ 47,756	$ 44,810	$ (2,946)	$ 188,472	$ 185,972	$ 184,418	$ (1,554)

(continued)

City of Fort Bragg, California

Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget to Actual - General and Major Special Revenue Funds

For the year ended June 30, 2022

	Special Sales Tax Special Revenue			
	Budgeted Amounts			Variance w/Final Positive
	Original	Final	Actual	(Negative)
REVENUES:				
Taxes and assessments	$ 948,704	$ 948,704	$ 1,211,382	$ 262,678
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	-
Use of money and property	19,500	19,500	14,692	(4,808)
Charges for services	-	-	-	-
Reimbursements	-	-	-	-
Other revenues	-	-	-	-
Total revenues	968,204	968,204	1,226,074	257,870
EXPENDITURES:				
Current:				
General government:				
City Council	-	-	-	-
Administrative services	-	-	-	-
Finance	-	-	-	-
Other - unclassified	-	-	-	-
Public safety:				
Police Department	-	-	-	-
Fire Department	-	-	-	-
Public works:				
Administration and engineering	-	11,200	216,532	(205,332)
Parks and facilities	-	-	-	-
Street maintenance	-	-	-	-
Storm drains	-	-	-	-
Corporation yard	-	-	-	-
Traffic and safety	-	-	-	-
Community development	-	-	-	-
Marketing and promotions	-	-	-	-
Cost allocations	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	-	11,200	216,532	(205,332)
REVENUES OVER (UNDER) EXPENDITURES	968,204	957,004	1,009,542	52,538
OTHER FINANCING SOURCES (USES):				
Transfer to Successor Agency	-	-	-	-
Transfers in	-	-	-	-
Transfers out	(2,297,441)	(2,297,441)	(1,479,148)	818,293
Total other financing sources (uses)	(2,297,441)	(2,297,441)	(1,479,148)	818,293
Net change in fund balances	(1,329,237)	(1,340,437)	(469,606)	870,831
FUND BALANCES:				
Beginning of year	2,496,346	2,496,346	2,496,346	-
End of year	$ 1,167,109	$ 1,155,909	$ 2,026,740	$ 870,831

(concluded)

ENTERPRISE FUNDS

Fund	Description
Major Funds:	
Water Fund	Accounts for the operation and maintenance of the City's water treatment and distribution system.
Sewer Fund	Accounts for the operation and maintenance of the City's wastewater treatment plant and collection facilities.
CV Starr Center	Accounts for activities related to the CV Starr Community Center.

City of Fort Bragg, California
Statement of Net Position
Proprietary Funds
June 30, 2022

	Water Fund	Sewer Fund	CV Starr Center Fund	Totals	Governmental Activities Internal Service Funds
ASSETS					
Current assets:					
Cash and investments	$ 7,721,343	$ 3,657,024	$ 2,581,272	$ 13,959,639	$ 788,132
Restricted cash and investments	108,064	-	-	108,064	
Receivables:					
Accounts	384,909	452,722	279,195	1,116,826	-
Inventory and prepaids	84,436	12,183	996	97,615	-
Total current assets	8,298,752	4,121,929	2,861,463	15,282,144	788,132
Noncurrent assets:					
Capital assets, net	9,684,687	25,673,229	18,762,509	54,120,425	1,407,456
Total noncurrent assets	9,684,687	25,673,229	18,762,509	54,120,425	1,407,456
Total Assets	17,983,439	29,795,158	21,623,972	69,402,569	2,195,588
DEFERRED OUTFLOWS OF RESOURCES					
Pension plan	-	385,633	-	385,633	-
Deferred loss on debt refunding	60,070	-	-	60,070	-
Total assets and defered outflows of resources	$ 18,043,509	$ 30,180,791	$ 21,623,972	$ 69,848,272	$ 2,195,588
LIABILITIES					
Current liabilities:					
Accounts payable	$ 107,760	$ 31,179	$ 522,640	$ 661,579	$ 39,536
Accrued payroll	-	35,033	-	35,033	6,902
Interest payable	16,386	-	-	16,386	-
Unearned revenue	-	6,466	7,378	13,844	-
Deposits payable	146,316	250	18,796	165,362	-
Compensated absences - current portion	2,666	3,999	1,522	8,187	-
Due within one year	372,889	93,000	-	465,889	-
Total current liabilities	646,017	169,927	550,336	1,366,280	46,438
Noncurrent liabilities:					
Compensated absences	23,995	35,993	36,422	96,410	-
Due after one year	702,223	4,647,000	-	5,349,223	-
Net pension liability	-	267,987	-	267,987	-
Total noncurrent liabilities	726,218	4,950,980	36,422	5,713,620	-
Total liabilities	1,372,235	5,120,907	586,758	7,079,900	46,438
DEFERRED INFLOWS OF RESOURCES					
Pension Plan	-	997,206	-	997,206	-
Total deferred inflows of resources	-	997,206	-	997,206	-
NET POSITION					
Net Position:					
Net investment in capital assets	8,982,464	20,933,229	18,762,509	48,678,202	1,407,456
Restricted for debt service	108,064	-	-	108,064	-
Unrestricted	7,580,746	3,129,449	2,274,705	12,984,900	741,694
Total net position	16,671,274	24,062,678	21,037,214	61,771,166	2,149,150
Total liabilities, deferred inflows and net position	$ 18,043,509	$ 30,180,791	$ 21,623,972	$ 69,848,272	$ 2,195,588

The accompanying notes are an integral part of these basic financial statements.

City of Fort Bragg, California

Statement of Revenues, Expenses, and Changes in Fund Net Position

Proprietary Funds

For the year ended June 30, 2022

	Water Fund	Sewer Fund	CV Starr Center Fund	Totals	Governmental Activities Internal Service Funds
OPERATING REVENUES:					
Charges for service	$ 3,019,487	$ 3,484,719	$ -	$ 6,504,206	$ -
Other operating revenue	13,463	99,003	982,537	1,095,003	12,543
Interdepartmental charges	-	-	-	-	1,040,724
Total operating revenues	3,032,950	3,583,722	982,537	7,599,209	1,053,267
OPERATING EXPENSES:					
Personnel services	1,039,333	684,922	766,339	2,490,594	360,035
Administration	683,736	1,225,605	-	1,909,341	
Repairs and maintenance	54,839	118,562	5,451	178,852	69,553
Materials and supplies	201,326	292,573	-	493,899	513,436
Utilities	147,423	222,967	321,693	692,083	-
Contractual services	93,135	360,279	19,900	473,314	829
Insurance	31,351	49,798	60,096	141,245	-
Other operating	5,192	59,838	267,253	332,283	-
Depreciation	364,752	829,815	704,670	1,899,237	85,331
Total operating expenses	2,621,087	3,844,359	2,145,402	8,610,848	1,029,184
OPERATING INCOME	411,863	(260,637)	(1,162,865)	(1,011,639)	24,083
NONOPERATING REVENUES (EXPENSES):					
Property taxes	-	-	268,596	268,596	-
Sales taxes	-	-	1,211,340	1,211,340	-
Intergovernmental revenue	645,986	-	-	645,986	
Other nonoperating revenues	-	50,000	-	50,000	-
Interest revenue	56,690	32,543	15,011	104,244	-
Interest expense	(55,435)	(97,650)	-	(153,085)	-
Total non-operating revenues, net	647,241	(15,107)	1,494,947	2,127,081	-
NET INCOME BEFORE TRANSFERS	1,059,104	(275,744)	332,082	1,115,442	24,083
Transfers in	2,021,979	-	-	2,021,979	-
Transfers out	-	(82,701)	-	(82,701)	-
Total transfers	2,021,979	(82,701)	-	1,939,278	-
CHANGE IN NET POSITION	3,081,083	(358,445)	332,082	3,054,720	24,083
NET POSITION:					
Beginning of year	13,590,191	24,421,123	20,705,132	58,716,446	2,125,067
End of year	$ 16,671,274	$ 24,062,678	$ 21,037,214	$ 61,771,166	$ 2,149,150

The accompanying notes are an integral part of these basic financial statements.

City of Fort Bragg, California
Statement of Cash Flows
Proprietary Funds
For the year ended June 30, 2022

	Water Fund	Sewer Fund	CV Starr Center Fund	Totals	Governmental Activities Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES:					
Cash received from customers/users for services provided	$ 3,073,910	$ 3,627,739	$ 989,915	$ 7,691,564	$ -
Cash received from interfund services provided	-	-	-	-	1,053,267
Cash payments to suppliers for goods and services	(1,224,975)	(2,383,888)	(514,572)	(4,123,435)	(595,486)
Cash payments to employees for services	(1,036,650)	(651,377)	(766,339)	(2,454,366)	(356,171)
Net cash provided by operating activities	812,285	592,474	(290,996)	1,113,763	101,610
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:					
Transfers received	2,021,979	-	-	2,021,979	-
Transfers paid	-	(82,701)	-	(82,701)	-
Taxes received	-	-	1,479,936	1,479,936	-
Grants received	645,986	50,000	-	695,986	-
Loans received	-	-	-	-	
Net cash used by noncapital financing activities	2,667,965	(32,701)	1,479,936	4,115,200	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:					
Acquisition and construction of capital assets	(2,917,889)	(564,250)	(251,053)	(3,733,192)	(234,017)
Principal paid on long term debt	(387,743)	(87,000)	-	(474,743)	-
Interest paid on long term debt	(55,435)	(97,650)	-	(153,085)	-
Net cash (used) by capital and related financing activities	(3,361,067)	(748,900)	(251,053)	(4,361,020)	(234,017)
CASH FLOWS FROM INVESTING ACTIVITIES:					
Investment income received	56,690	32,543	15,011	104,244	-
Net cash provided by investing activities	56,690	32,543	15,011	104,244	-
Net increase (decrease) in cash and cash equivalents	175,873	(156,584)	952,898	972,187	(132,407)
CASH AND CASH EQUIVALENTS:					
Beginning of year	7,653,534	3,813,608	1,628,374	13,095,516	920,539
End of year	$ 7,829,407	$ 3,657,024	$ 2,581,272	$ 14,067,703	$ 788,132
Presentation in Statement of Financial Position:					
Cash and investments	$ 7,721,343	$ 3,657,024	$ 2,581,272	$ 13,959,639	$ 788,132
Restricted cash and investments	108,064	-	-	108,064	-
Total Cash and investments	$ 7,829,407	$ 3,657,024	$ 2,581,272	$ 14,067,703	$ 788,132
Reconciliation of income from operations to net cash provided by operating activities:					
Operating income	$ 411,863	$ (260,637)	$ (1,162,865)	$ (1,011,639)	$ 24,083
Adjustments to reconcile operating income to net cash provided by operating activities:					
Depreciation	364,752	829,815	704,670	1,899,237	85,331
Pension	-	20,047	-	20,047	-
(Increase) decrease in current assets:					
Accounts receivable	44,248	44,017	(6,576)	81,689	-
Inventory and prepaids	(33,244)	(7,212)	-	(40,456)	-
Increase (decrease) in liabilities:					
Accounts payable	25,271	(47,054)	166,397	144,614	(11,668)
Accrued liabilities	-	9,349	-	9,349	3,864
Deposits payable	(3,288)	-	-	(3,288)	-
Compensated absences	2,683	4,149	-	6,832	-
Net cash provided by operating activities	$ 812,285	$ 592,474	$ (290,996)	$ 1,113,763	$ 101,610

There were no noncash investing, capital, or financing activities affecting recognized assets and liabilities for the year ended June 30, 2022.

The accompanying notes are an integral part of these basic financial statements.

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FIDUCIARY ACTIVITIES

Fund	Description
Private Purpose Trust Funds are used for resources held for other individuals and entities in a manner similar to private enterprise.	
Private Purpose Trust Fund	
Successor Agency - Fort Bragg Redevelopment Agency	Accounts for funds collected and disbursed for the dissolution of the former Fort Bragg Redevelopment Agency related to Administration and Retirement of enforceable obligations

City of Fort Bragg, California
Statement of Fiduciary Net Position
Fiduciary Activities
June 30, 2022

	Successor Agency Former Fort Bragg Redevelopment Agency
ASSETS AND DEFERRED OUTFLOWS	
Current assets:	
Cash and investments	$ 153,658
Total current assets	153,658
Total assets	153,658
Deferred outflows of resources	
Deferred loss on debt refunding	69,973
Total deferred outflows of resources	69,973
Total assets and deferred outflows of resources	$ 223,631
LIABILITIES, DEFERRED INFLOWS AND NET POSITION	
Current liabilities:	
Accounts payable and accrued liabilities	$ -
Interest payable	36,758
Due within one year	168,380
Total current liabilities	205,138
Long-term liabilities:	
Due after one year	2,822,558
Total long-term liabilities	2,822,558
Deferred inflows of resources	
Unavailable revenue	275,746
Total liabilities and deferred inflows of resources	3,303,442
Net Position (Deficit)	(3,079,811)
Total liabilities and net position	$ 223,631

The accompanying notes are an integral part of these basic financial statements.

City of Fort Bragg, California
Statement of Changes in Fiduciary Net Assets
Private Purpose Trust Funds
For the year ended June 30, 2022

	Successor Agency Former Fort Bragg Redevelopment Agency
ADDITIONS:	
Property taxes	$ 383,125
Total operating revenues	383,125
DEDUCTIONS:	
Community development	126,439
Interest and trustee fees	98,622
Total operating expenses	225,061
CHANGE IN FIDUCIARY NET ASSETS	158,064
NET ASSETS (DEFICIT):	
Beginning of year	(3,237,875)
End of year	$ (3,079,811)

The accompanying notes are an integral part of these basic financial statements.

NOTES TO BASIC FINANCIAL STATEMENTS

City of Fort Bragg, California
Index to the Notes to the Basic Financial Statements
For the year ended June 30, 2022

Page

Note 1 - Summary of Significant Accounting Policies 49
A. Description of Government-Wide Financial Statements 49
B. Reporting Entity 49
C. Basis of Presentation 50
D. Measurement Focus 52
E. Budgetary Information 53
F. Unearned Revenue 54
G. Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/ Fund Balance 55
H. Revenues, Expenditures/Expenses 60
I. Use of Estimates 62
J. New and Closed Funds 62
K. Reclassifications 62
L. Other Post-Employment Benefits (OPEB) 62

Note 2 – Cash and Investments 63

Note 3 – Accounts Receivable 66

Note 4 – Loans and Notes Receivable 67

Note 5 – Capital Assets 68

Note 6 – Accounts Payable and Accrued Liabilities 70

Note 7 – Long-term Liabilities 70

Note 8 – Net Position/Fund Balances 74

Note 9 – Interfund Transactions 76

Note 10 – Risk Management 77

Note 11 – Public Employee Retirement System 79

Note 12 – Other Post-Employment Benefits 84

Note 13 – Successor Agency for Trust for Assets of Former Redevelopment Agency 88

Note 14 – Commitments and Contingencies 90

Note 15 – New Accounting Pronouncements 91

Note 16 – Pandemic Effects 92

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the City of Fort Bragg (City) have been prepared in conformity with accounting principles (USGAAP) generally accepted in the United States of America as applied to governmental agencies. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant principles are described below.

A. Description of Government-wide Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fiduciary fund financial statements. Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other non-exchange transactions, are reported separately from business-type activities, which rely to a significant extent on fees and charges to external customers for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

B. Reporting Entity

The City of Fort Bragg was incorporated August 5, 1889, under the applicable laws and regulations of the State of California. The City operates under a Council-City Manager form of government and provides a variety of services including public safety (police and fire); streets and highways; wastewater collection, treatment, and disposal; water treatment; planning and zoning; public improvement and redevelopment; and general administrative services. The accompanying financial statements present the City and its component units, entities for which the City is considered to be financially accountable.

Blended Component Units

Because of their relationship with the City and the nature of their operations, component units are, in substance, part of the City's operations and, accordingly, the activities of these component units are combined, or blended with the activities of the City for purposes of reporting in the accompanying basic financial statements. The basis for blending the component units is that their governing bodies are substantially the same as the City's Council.

Fort Bragg Municipal Improvement District No. 1 (District) includes all of the funds and operations for the City's wastewater collection and treatment processes. The District is governed by a Board of Directors comprised of the members of the Fort Bragg City Council. The City of Fort Bragg exercises significant financial and management control over the District. The activities of the District are reported as a major enterprise fund within the City's financial statements.

Complete financial statements of the District can be obtained directly from the City of Fort Bragg, 416 N. Franklin St., Fort Bragg, CA 95437.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

C. Basis of Presentation

The accounts of the City are organized and operated on the basis of funds, each of which is defined as a separate fiscal and accounting entity with a self-balancing set of accounts. These funds are established for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations.

In accordance with Governmental Accounting Standards Board Statement No. 34 (GASB 34), "Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments," the financial statements consist of the following:

- Government-wide financial statements,
- Fund financial statements, and
- Notes to the financial statements

Government-wide Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds and internal service funds, while business-type activities incorporate data from the government's enterprise funds. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

The Statement of Net Position and the Statement of Activities report information on all of the non-fiduciary activities of the primary government (the City) and its component units. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the City's water and wastewater functions and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions.

The Statement of Activities presents a comparison between direct expenses and program revenues for each segment of the City's governmental activities. Direct expenses are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) charges paid by the recipients of goods or services offered by the programs, (b) grants and contributions that are restricted to meeting the operational need of a particular program, and (c) fees, grants, and contributions that are restricted to financing the acquisition or construction of capital assets. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

C. Basis of Presentation, Continued

Fund Financial Statements

The fund financial statements provide information about the City's funds, including its fiduciary fund and blended component units. Separate statements for each fund category – governmental, proprietary, and fiduciary – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as non-major funds.

The City reports the following major governmental funds:

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

The **Community Development Block Grant (CDBG) Program Income Fund** special revenue fund was established to account for program income generated by CDBG funded projects. The funds are used for activities that benefit low- and moderate-income persons to ensure decent affordable housing and to create jobs through the expansion and retention of businesses.

The **Housing Successor Agency** special revenue fund was established to account for the housing assets, rights, power, duties, obligations and functions previously performed by the Redevelopment Agency in administering its Low and Moderate Income Housing Fund.

The **Special Sales Tax Street Repair Fund** special revenue fund is used to account for revenue received from local sales taxes restricted to street repairs.

The **Street Resurfacing Project Fund** is a capital project fund used to account for costs associated with the Street Resurfacing project and Street Structural Repair project. This project is funded with local sales taxes collected specifically for street maintenance and repair.

The City reports the following major proprietary funds:

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

The **Wastewater** enterprise fund accounts for the activities of the Fort Bragg Municipal Improvement District No. 1 which provides the City's wastewater collection, treatment, and disposal operations.

The **C.V. Starr Center** enterprise fund accounts for all operations of the C.V. Starr Center, including the local sales tax restricted to funding the operations of the C.V. Starr Center and the property taxes collected by the City as part of a Property Tax Exchange agreement.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

C. Basis of Presentation, Continued

Additionally, the City reports the following fund types:

Internal Service Funds account for maintenance and repair of City facilities, information technology, and vehicle operations that provide services to other departments of the City on a cost reimbursement basis.

The **Private-Purpose Trust Fund** is a fiduciary fund type used by the City to report trust arrangements under which principal and income benefit other governments. This fund reports the assets, liabilities, and activities of the Fort Bragg Redevelopment Successor Agency (Successor Agency). The Successor Agency operates under the auspices of a legislatively formed Oversight Board comprised of representatives of the local agencies that serve the redevelopment project area. The Oversight Board, in its fiduciary capacity, has authority over the operations and the timely dissolution of the former RDA. It is tasked with fulfilling the obligations of the former RDA, and is also responsible for revenue collection, maintaining necessary bond reserves, and disposing of excess property.

During the course of operations the City has activity between funds for various purposes. Any residual balances outstanding at fiscal year-end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities (i.e., the governmental and internal service funds) are eliminated so that only the net amount is included as internal balances in the governmental activities column. Similarly, balances between the funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further, certain activity occurs during the fiscal year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as transfers in the business-type activities column.

D. Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

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

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

D. Measurement Focus and Basis of Accounting, continued

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of a fiscal year-end). Expenditure-driven grants are recognized as revenue when eligible expenditures have been incurred against a fully executed grant agreement. Such accrued revenue is considered available even if it is not received within 60 days of year-end. This method provides improved reporting and control at the program level because it appropriately matches funding sources and uses. All other revenue items are considered to be measurable and available only when cash is received by the City.

Proprietary and private-purpose trust funds are reported using the economic resources measurement focus and the accrual basis of accounting. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Water and Wastewater enterprise funds and of the City's internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation/amortization on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

E. Budgetary Information

1) Budgetary basis of accounting

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for the general fund and enterprise funds. The capital projects funds are appropriated on a project-length basis. Other special revenue funds do not have appropriated budgets since other means control the use of these resources (e.g., grant awards and endowment requirements) and sometimes span a period of more than one fiscal year.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

E. Budgetary Information, Continued

The City Council follows the following procedures in establishing the budgetary data reflected in the required supplementary information:

- Before the end of each fiscal year, the City Manager and Finance Director prepare and submit to the City Council a proposed budget for the subsequent fiscal year. The budget includes proposed expenditures and the means for financing them.

- The City Council reviews the proposed budget in public hearings which provides interested citizens opportunity to comment. The Council may add to, subtract from, or change appropriations, but may not change the form of the budget.

- Prior to July 1, or soon after, the budget is legally adopted by the City Council through resolution.

The appropriated budget is prepared by fund, function, and department. The City's department heads may make transfers of appropriations within a department with City Manager approval. Transfers of appropriations between departments require the approval of the Council. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level.

Appropriations in all budgeted funds lapse at the end of the fiscal year unless they have related encumbrances. Encumbrances are commitments related to unperformed (executory) contracts for goods or services (i.e., purchase orders, contracts, and commitments). Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. Valid outstanding encumbrances (those for which performance under the executory contract is expected in the next year) are brought forward and become part of the subsequent year's budget pursuant to City policy.

F. Unearned Revenue

Under both the accrual and modified accrual basis of accounting, revenue may be recognized only when earned. Therefore, the government-wide statement of net position as well as governmental and enterprise funds defer revenue recognition in connection with resources that have been received as of fiscal year-end, but not yet earned. Assets recognized in connection with a transaction before the earnings process is complete are offset by a corresponding liability for unearned revenue.

Under the modified accrual basis of accounting, it is not enough that revenue had been earned if it is to be recognized in the current period. Revenue must also be susceptible to accrual (i.e., measurable and available to finance expenditures of the current period). Governmental funds report unearned revenues, in connection with receivables for revenue not considered available to liquidate, as deferred inflows of resources.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

G. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

1) Cash and cash equivalents

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

2) Investments

Investments for the City and its component units are reported at fair value (generally based on quoted market prices).

3) Inventories and prepaid items

Inventories for both governmental and proprietary funds consist principally of materials and supplies held for consumption and are valued at cost, approximating fair value, using the first-in, first-out (FIFO) method. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased. Inventories recorded in the governmental funds do not reflect current appropriable resources and thus, an equivalent portion of fund balance is shown as non-spendable.

Certain payments to vendors represent costs applicable to future accounting periods and would be recorded as prepaid items in both the government-wide and fund financial statements. The City had $960 in prepaid expenses in governmental activities as of June 30, 2022.

4) Capital Assets

Capital assets, which include land, buildings, infrastructure (roads, sidewalks and similar items), and machinery and equipment, are reported in the applicable governmental or business-type activities column in the governmental-wide financial statements. Capital assets, except for infrastructure assets, are defined by the City as assets with an initial individual cost of more than $5,000 and an estimated useful life in excess of two years. For infrastructure assets the same estimated minimum useful life is used (in excess of two years), but only those infrastructure projects that cost more than $50,000 are reported as capital assets.

In the case of the initial capitalization of general infrastructure assets (i.e., those reported by governmental activities), the City chose to include all such items regardless of their acquisition date or amount. The City was able to estimate the historical cost for the initial reporting of these assets through back trending (i.e., estimating the current replacement cost of the infrastructure to be capitalized and using an appropriate price-level index to deflate the cost to the acquisition year or estimated acquisition year). As the City constructs or acquires additional capital assets each period, including infrastructure assets, they are capitalized and reported at historical cost.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

G. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance, Continued

The reported value excludes normal maintenance and repairs which are essentially amounts spent in relation to capital assets that do not increase the capacity or efficiency of the item or increase its estimated useful life. Donated capital assets, donated works of art and similar items as well as capital assets received in a service concession arrangement are reported at acquisition value. During the current fiscal period, infrastructure projects that were incomplete are reported as "construction in progress."

Interest is capitalized on the construction of major assets acquired with debt. The amount of interest to be capitalized is calculated by offsetting interest expense incurred from the date of the borrowing until completion of the project with interest earned on invested proceeds over the same period. For the fiscal year ended June 30, 2022, there were no projects meeting the criteria for interest capitalization.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable. Capitalization thresholds are $5,000 for any single item.

Land and construction in progress are not depreciated. Property, plant, equipment, and infrastructure of the City are depreciated using the straight-line method using the following estimated useful lives:

Capital Asset Class	Estimated Useful Life
Buildings	40 -75 years
Infrastructure	10 - 50 years
Utility Plant	10 - 50 years
Machinery & Equipment	3 - 40 years
Vehicles	5 - 10 years
Improvements	5 - 30 years

5) Net position flow assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net assets and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied, due to the nature of the restrictions.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

G. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance, Continued

6) Deferred outflows/inflows of resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has three items reported as a deferred outflow of resources. The first item, deferred loss on refunding, is reported in the government-wide statement of net position. A deferred loss on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The second item is a deferred charge on OPEB Trust plan contributions in the government-wide statement of net position. The third item is a deferred charge on pension plan contributions in the government-wide statement of net position.

In addition to liabilities, the statement of position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has three items reported as a deferred inflow of resources. The first item arises only under the modified accrual basis of accounting. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: sales taxes and grants. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The second deferred inflow of resources is the net difference between projected and actual earnings on OPEB Trust plan investments and is reported in the government-wide statement of net position. The third deferred inflow of resources is the net difference between projected and actual earnings on pension plan investments and is reported in the government-wide statement of net position.

7) Fund Balance flow assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

G. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance, Continued

8) Net Position/Fund Balance

GASB Statement No. 63 adds the concept of Net Position, which is measured on the full accrual basis, to the concept of Fund Balance, which is measured on the modified accrual basis. Net Position represents the difference between assets and liabilities and are divided into three captions under GASB Statement No. 34. These captions apply only to Net Position as determined at the government-wide level, and are described below:

Net Investment in Capital Assets describes the portion of Net Position which is represented by the current net book value of the City's capital assets, less the outstanding balance of any debt issued to finance these assets.

Restricted describes the portion of Net Position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which the City cannot unilaterally alter. These principally include debt service requirements and funds restricted for various purposes, such as low and moderate income housing, community development, streets and roads, and public safety.

Unrestricted describes the portion of Net Position which is not restricted as to use.

GASB Statement No. 54 establishes fund balance classifications for the Fund Financial Statements that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

Non-spendable Fund Balance – This amount is comprised of net position that cannot be spent because of their form or must remain intact pursuant to legal or contractual requirements.

Restricted Fund Balance – This balance is comprised of net position that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Committed Fund Balance – This balance includes amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Council (Council) is the highest level of decision-making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Assigned Fund Balance – This balance is intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The Council has

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

G. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance, Continued

by resolution authorized the Finance Director to assign fund balance. The Council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Unassigned Fund Balance – This balance represents residual net resources or total fund balance in the General Fund in excess of non-spendable, restricted, committed and assigned fund balance (surplus). In other governmental funds the balance represents the excess of non-spendable, restricted, and committed fund balance over total fund balance (deficit).

The City applies restricted resources first when expenditures are incurred for purposes for which either restricted or unrestricted (committed, assigned, and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first followed by assigned, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

9) Restricted Assets

Certain cash and investments in the Water Fund are held by the City's fiscal agents and classified as restricted assets on the statement of net position because their use is limited by applicable bond or other covenants.

10) Lease Obligations

Lease Liabilities represent the City's obligation to make lease payments arising from the lease. Lease liabilities are recognized at the lease commencement date based on the present value of future lease payments expected to be made during the lease term. The present value of lease payments is discounted based on a borrowing rate determined by the City.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

G. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance, Continued

11) Encumbrances

Encumbrances resulting from issuing purchase orders as a result of normal purchasing activities approved by appropriate authorities as of June 30, 2022, are summarized below.

Fund	Amount
WASTEWATER	$ 6,265
WATER	2,562,826
GENERAL FUND	50,000
IT	24,000
Streets	88,500
CDBG- Grants	2,986,935
DDA	99,573
CV STARR	15,996
	$ 5,834,096

12) Long-Term Obligations

In the government-wide financial statements, the proprietary fund financial statements, and the private-purpose trust fund, long-term debt and other long-term obligations are reported as liabilities. Initial-issue bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Amortization of bond premiums or discounts is included as a component of interest expense.

H. Revenues and expenditures/expenses

1) Program revenues

Amounts reported as program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes (excluding those dedicated for specific purposes) and other internally dedicated resources are reported as general revenues rather than as program revenues.

The City only accrues revenues at fiscal year-end and accrues only those revenues it deems collectible; as such the City has no allowance for uncollectible accounts. Management has determined that uncollectible receivables, if any, would be immaterial based on an analysis of historical trends.

2) Property taxes

Property taxes attach as an enforceable lien on real property and are levied as of July 1st. The City relies on the competency of the County of Mendocino Assessor's and Auditor-Controller's (County) offices to properly assess, collect, and distribute property taxes.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

H. Revenues and expenditures/expenses, Continued

The method of allocation used by the County is subject to review by the State of California. The City and the County have adopted the Alternative Method of Tax Apportionment – Teeter Plan. First enacted in 1949, the Teeter Plan provides California counties with an optional alternative method for allocating delinquent property tax revenues. Using the accrual method of accounting under the Teeter Plan, counties allocate property tax revenues based on the total amount of property taxes billed, but not yet collected. In exchange, the counties receive the penalties and interest on delinquent taxes when collected. Mendocino County assesses properties, bills for, and collects secured and unsecured property taxes as follows:

	Secured	Unsecured
Lien dates	January 1	January 1
Levy dates	July 1	July 1
Due dates	50% on November 1 50% on February 1	July 1
Delinquent as of	December 10 (for November due date) April 10 (for February due date	August 31

3) Compensated absences

Vacation

Earned vacation and a portion of accumulated sick-leave payable upon termination or retirement are accrued as compensated absences. The accrual includes the City's share of payroll taxes. Regular employees earn vacation hours based on the number of years of continuous service. No more than 240 hours (340 hours after 10 years of continuous service) may be accumulated.

Sick Leave

Regular employees are given credit for eight (8) hours sick-leave for each month of employment with unlimited accumulation. Each employee who has two or more years of service with the City and who separates from City service for any reason, except discharge for cause, is entitled to payment of the monetary equivalent of 30% of unused sick-leave accrued to a maximum of 1,000 hours. This 30% is included in the compensated absences accrual.

4) Proprietary funds operating and non-operating revenues and expenses

Proprietary funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the water and wastewater funds are charges to customers for sales and services. The C.V. Starr Center fund has three sources of revenue: property taxes, district sales tax, and user fees. The water and wastewater funds also recognize as

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

H. Revenues and expenditures/expenses, Continued

operating revenue the portion intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues not meeting this definition are reported as non-operating revenues and expenses. Although Internal Service Funds are proprietary in nature, they are funded entirely by internal customers and reported as governmental activities.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

I. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses. Actual results could differ from those estimates.

J. New and Closed Funds

During the course of each fiscal year funds may be closed and new funds opened. In FY 2021/20 no funds were closed. The SWRCB (State Water Resources Control Board) grant fund was opened.

K. Reclassifications

Certain amounts have been reclassified to provide for comparable results on a year to year basis.

L. Other Postemployment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the Authority's plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date	June 30, 2022
Measurement Date	June 30, 2022
Measurement Period	July 1, 2021 to June 30, 2022

2. CASH AND INVESTMENTS

At June 30, 2022, the City's pooled cash and investments, classified by maturity, consisted of the following stated at fair value:

			Maturities (in years)				
			<1	1 to 3	3 to 5	Deposits	Fair Value
Cash equivalents and investments pooled							
Pooled cash, at fair value							
Cash in bank			$ -	$ -	$ -	$ 7,676,271	7,676,271
Petty cash			-	-	-	1,290	1,290
Total pooled items			-	-	-	7,677,561	7,677,561
Pooled investments, at fair value							
Interest obligations							
Par	Rate						
$ 1,000,000	0.57% - 1.00%	Federal Agency Securities	-	-	923,790	-	923,790
$ 6,937,000	0.7% - 3.20%	Certificates of Deposits	1,988,431	2,182,758	2,658,616	-	6,829,805
1,540,000	0.850% - 1.750%	Corporate notes	-	-	-	-	-
		Money Market Funds	-	-	-	5,732	5,732
State of California Local Agency Investment Fund			-	-	-	10,963,909	10,963,909
Total pooled investments - interest obligations			1,988,431	2,182,758	3,582,406	10,969,641	18,723,236
Total cash equivalents and investments pooled			$ 1,988,431	$ 2,182,758	$ 3,582,406	$ 18,647,202	$ 26,400,797

Amounts reported in:	
Governmental activities (unrestricted)	$ 8,679,436
Governmental activities (restricted)	3,500,000
Business-type activities (unrestricted)	13,959,639
Business-type activities (restricted)	108,064
Fiduciary activities	153,658
Total	$ 26,400,797

Investment Type	Fair Value	Weighted Average Maturity (Years)
Federal agency securities	$ 923,790	3.77
Certificates of Deposit	6,829,805	2.55
Money market funds	5,732	-
LAIF	10,963,909	-
Total fair value	$ 18,723,236	
Portfolio weighted average maturity		2.69

2. CASH AND INVESTMENTS, Continued

California statutes authorize cities to invest idle or surplus funds in a variety of credit instruments as provided for in the California Government Code, Section 53600, Chapter 4 – Financial Affairs. The table below identifies the investment types that are authorized for the City by the California Government Code (or the City's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. The table does not address investments of debt proceeds held by bond trustees that are governed by the provisions of debt agreements of the City, rather than the general provisions of the California Government Code of the City's investment policy. During the year ended June 30, 2022, the City's permissible investments included the following instruments:

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Investment Fund (State Pool)	N/A	Unlimited	$50 Million
U.S. Treasury Obligations	5 years	Unlimited	None
U.S. Government Agency Issues	5 years	Unlimited	None
Repurchase Agreements	90 days	10%	None
Bankers' Acceptances (must be dollar denominated)	270 days	40%	None
Commercial Paper - A rated minimum	180 days	15%	None
Certificates of Deposits - FDIC insured	5 years	50%	None
General obligations of any State or Political subdivision - AA rated minimum	5 years	30%	None
Money market mutual funds holding - Cash and U.S. Government Obligations	N/A	None	None

Per the City's investment policy, if special circumstances arise that necessitate the purchase of securities beyond the five year limitation, the requests must be approved by the Council prior to purchase.

Investments Authorized by Debt Agreements

Investment of debt proceeds held by bond trustees is governed by provisions of the debt agreements. The table below identifies the investment types that are authorized for investments held by bond trustees. The table also identifies certain provisions of these debt agreements that address interest rate risk, credit risk, and concentration of credit risk.

Investments Authorized by Debt Agreements	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
U.S. Treasury Obligations	5 years	None	None
U.S. Government Agency Securities	5 years	None	None
Bankers Acceptance	270 days	40%	15%
Commercial paper	180 days	15%	15%
Money market mutual funds	None	None	None

2. CASH AND INVESTMENTS, Continued

Interest rate risk –Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Credit risk – As of June 30, 2022, the City's investments in money market funds were rated AAA by Standard & Poor's and Fitch Ratings, and Aaa by Moody's Investors Service. The State of California Local Agency Investment Fund is not rated.

Concentration of credit risk – The City's investment policy does not allow for an investment in any one issuer that is in excess of five percent of the government's total investments. The investments made by the City Treasurer are limited to those allowable under State statutes as incorporated into the City's Investment Policy, which is accepted annually by the City Council. There were no concentrations in any one issuer for the year.

The City participates in an investment pool managed by the State of California titled Local Agency Investment Fund (LAIF). LAIF's investments are subject to credit risk with the full faith and credit of the State of California collateralizing these investments

Custodial credit risk – deposits. Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the City will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits. At June 30, 2022, the carrying amount of the City's cash deposits (including fiduciary funds) was $4,230,302 of which $250,000 was covered by federal depository insurance and $2,519,052 was collateralized as required by State law (Government Code Section 53630), by the pledging financial institution with assets held in a common pool for the City and other governmental agencies, but not in the name of the City.

The California Government Code (Government Code Section 53630) requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

As of June 30, 2022, the City's investments were held by the City's custodial agent, but not in the City's name, and were insured up to specified limits by the Securities Investor Protection Corporation (SIPC) and supplemental private insurance up to a limit of $150 million. Investment balances equaled $18,723,236.

2. CASH AND INVESTMENTS, Continued

Custodial credit risk – investments. Custodial credit risk – investment generally applied only to direct investments in marketable securities. Custodial credit risk – investment does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as Local Agency Investment Fund).

Investment in LAIF

The City is a voluntary participant in California Local Agency Investment Fund (LAIF), which is regulated by California Government Code Section under the oversight of the Local Investment Advisory Board (Board). The Board consists of five members as designated by state statute, and is chaired by the State Treasurer who is responsible for day to day administration of LAIF. The total amount invested by all public agencies as of June 30, 2022 was $35,761,173,309 of which the City had a balance of $10,963,909. LAIF is part of the California Pooled Money Investment Account (PMIA), which at June 30, 2022 has a portfolio with market valuation including accrued interest of $231,867,874,452. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

3. ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following at June 30, 2022:

	Receivables
Governmental Activities	
Taxes	$ 1,670
Intergovernmental	1,271,693
Other	1,055,835
	$ 2,329,198
Business-type activities	
Accounts Receivable	$ 1,116,826
	$ 1,116,826

These amounts resulted in the following concentrations in receivables:

Other Governments	37%	Individuals/Business	63%

Amounts do not indicate a significant concentration (greater than 25%) with any single individual, business or agency.

4. LOANS AND NOTES RECEIVABLE

The City periodically receives Community Development Block Grant (CDBG) funding through the State Housing and Community Development Department to provide housing and economic development loans to individuals and businesses. Repayment terms and interest rates vary depending on the borrower's funding needs and ability to repay the loan. Interest is accrued on the loans that bear interest.

Loans and notes receivable for the year ended June 30, 2022, consisted of the following:

	Beginning June 30, 2021	Additions	Deletions	Ending June 30, 2022
CDBG Revolving Loans	$ 1,326,427	$ 88,567	$ (120,547)	$ 1,294,447
Mendocino Coast Hospitality Center Loan	904,293	-	-	904,293
Rural Community Housing Development Corporation Loans	306,875	6,750	-	313,625
Employee Loans	2,371	-	(1,386)	985
Total loans/notes receivable	$ 2,539,966	$ 95,317	$ (121,933)	$ 2,513,350

The following are descriptions of the loans and notes receivable outstanding as of June 30, 2022:

CDBG Revolving Loans – These are loans issued from CDBG grant funds received by the City or issued from unrestricted CDBG Program Income on hand. Loans are provided from CDBG Economic Development funding to assist local business that will provide or retain jobs. Business loans require repayment of interest and principal. Loans are also provided from CDBG Community Development funds to income-qualified home owners in order to rehabilitate their homes. Terms of housing loans vary depending upon the homeowners' income and may require payments of interest and principal; or interest only; or loans may be fully deferred for up to 30 years.

Mendocino Coast Hospitality Center Loan – On January 12, 2016, the Fort Bragg City Council adopted a Resolution approving the use of 2015 Community Development Block Grant (CDBG) funds for acquisition and rehabilitation of the vacant Old Coast Hotel for the benefit of Mendocino Coast Hospitality Center, Inc. (MCHC). The facility accommodates a variety of homeless and mental health services including transitional housing. The facility is owned and operated by MCHC. This loan is deferred for a term of 20 years. If various conditions are met during the term of the loan, the loan will be forgiven at the end of the 20 year term.

Rural Community Housing Development Corporation Loans – These loans are to the Rural Community Housing Development Corporation (RCHDC), a non-profit organization for housing rehabilitation projects within the City.

Employee Loans – Employees have the option of entering into equipment purchasing loan plans with the City, which may be utilized to assist the employee to purchase equipment that may be used both on and off duty to improve the employee's job performance.

Capacity Fees Loans –The Fort Bragg City Council approved a deferred payment of capacity fees for a new local business, Overtime Brewing. The loan has a repayment term of 24 months and includes principal repayment plus interest at a rate of 1.14%.

5. CAPITAL ASSETS

Governmental capital asset activity for the year ended June 30, 2022, was as follows:

	Balance June 30, 2021	Additions	Deletions	Transfers/ Adjustments	Balance June 30, 2022
Governmental activities:					
Nondepreciable assets:					
Land	$ 12,952,262	$ -	$ -	$ -	$12,952,262
Construction in progress	2,536,221	180,084	-	(2,502,013)	214,292
Total nondepreciable assets	15,488,483	180,084	-	(2,502,013)	13,166,554
Depreciable assets:					
Buildings	4,675,798	-	-	-	4,675,798
Machinery, equipment and vehicles	2,789,838	221,526	(13,399)	-	2,997,965
Infrastructure	34,413,370	1,323,298	-	2,502,013	38,238,681
Total depreciable assets	41,879,006	1,544,824	(13,399)	2,502,013	45,912,444
Total	57,367,489	1,724,908	(13,399)	-	59,078,998
Accumulated depreciation:					
Buildings	(3,394,795)	(150,159)	-	-	(3,544,954)
Machinery, equipment and vehicles	(1,481,724)	(95,447)	-	-	(1,577,171)
Infrastructure	(10,805,084)	(1,745,949)	-	-	(12,551,033)
Total accumulated depreciation	(15,681,603)	(1,991,555)	-	-	(17,673,158)
Net depreciable assets	26,197,403	(446,731)	(13,399)	2,502,013	28,239,286
Total net capital assets	$ 41,685,886	$ (266,647)	$(13,399)	$ -	$41,405,840

Depreciation expense for capital assets was charged to functions as follows:

General government	$ 175,616
Public safety	70,333
Public works	1,745,606
	$ 1,991,555

5. CAPITAL ASSETS, Continued

Business-type capital asset activity for the year ended June 30, 2022, was as follows:

	Balance June 30, 2021	Additions	Deletions	Balance June 30, 2022
Business-type activities:				
Nondepreciable assets:				
Land	$ 785,079	$ -	$ -	$ 785,079
Construction in progress	933,150	2,690,702	-	3,623,852
Total nondepreciable assets	1,718,229	2,690,702	-	4,408,931
Depreciable assets:				
Buildings	29,299,821	116,762	-	29,416,583
Machinery, equipment and vehicles	6,321,372	770,684	(362,396)	6,729,660
Infrastructure	39,278,577	187,574	-	39,466,151
Land improvements	542,303			542,303
Total depreciable assets	75,442,073	1,075,020	(362,396)	76,154,697
Total	77,160,302	3,765,722	(362,396)	80,563,628
Accumulated depreciation:				
Buildings	(8,858,251)	(715,640)	-	(9,573,891)
Machinery, equipment and vehicles	(4,898,023)	(190,417)	367,256	(4,721,184)
Infrastructure	(10,624,967)	(980,858)	-	(11,605,825)
Land improvements	(492,591)	(49,712)		(542,303)
Total accumulated depreciation	(24,873,832)	(1,886,915)	367,256	(26,443,203)
Net depreciable assets	50,568,241	(811,895)	4,860	49,711,494
Total net capital assets	$ 52,286,470	$ 1,878,807	$ 4,860	$ 54,120,425

Depreciation expense for capital assets was charged to functions as follows:

Water	$ 319,552
Sewer	816,300
CV Starr Center	698,075
	$ 1,833,927

6. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

Accounts payable and accrued payroll and related liabilities consisted of the following at June 30, 2022:

	Governmental Activities	Business-type Activities	Total
Accounts payable	$ 665,019	$ 638,969	$ 1,303,988
Accrued payroll and related liabilities	212,957	57,643	270,600
Total	$ 877,976	$ 696,612	$ 1,574,588

These amounts resulted in the following concentrations in payables:

Vendors	82%
Employees	18%

There were no further significant concentrations (greater than 25%) with any single vendor or employee.

7. LONG-TERM LIABILITIES

The following is a summary of changes in long-term liabilities for the year ended June 30, 2022:

	Balance July 1, 2021	Additions	Retirements	Balance June 30, 2022	Due Within One Year
Governmental Activities:					
Compensated absences	$ 569,201	$ 298,979	$ (369,078)	$ 499,102	$ 49,910
Landfill post-closure	639,804	-	(391,213)	248,591	28,321
CalPERS side fund	417,043	-	(417,043)	-	-
2021 Lease revenue bonds	-	11,440,000	-	11,440,000	85,000
2022 Lease revenue bonds discount	-	(41,249)	-	(41,249)	-
Total governmental activities	$ 1,626,048	$ 11,697,730	$ (1,177,334)	$ 12,146,444	$ 163,231
Business-type activities					
Bonds payable:					
2014 Water Revenue Refunding Bond	964,000	-	(312,000)	652,000	320,000
2018 WW Plant Certificates of Participation	4,827,000	-	(87,000)	4,740,000	93,000
Loans payable:					
SDWRL	448,261	-	(86,002)	362,259	44,826
SDWRL discount	80,630	-	(19,777)	60,853	8,063
Total business-type activity debt	6,319,891	-	(504,779)	5,815,112	465,889
Compensated absences	97,765	56,941	(50,109)	104,597	8,187
Total business-type activities	$ 6,417,656	$ 56,941	$ (554,888)	$ 5,919,709	$ 474,076

7. LONG-TERM LIABILITIES, Continued

Governmental Activities

2021 Lease Revenue Bonds

On October 28, 2021 the City issued $11,440,000 in Lease Revenue Bonds. Of the proceeds, $3,500,000 will be used to rehabilitate and remediate certain real property located in the City. The remaining proceeds of $7,540,414 were used to pay down a portion of the outstanding UAL projected by CalPERS. Interest is payable semi-annually on May 1 and November 1 of each year, commencing November 1, 2022. The bonds mature in 2044 and principal is payable on May 1 each year, commencing May 1, 2023. The interest rate for the bonds varies from 0.74% to 3.5%.

Caspar Landfill Closure and Post-Closure Cost

The Caspar Landfill site was closed in 1995. State and federal laws and regulations require that the City place a final cover on its landfill when closed, and perform certain maintenance and monitoring functions at the landfill site for thirty years after closure. These costs are shared equally by the City and County of Mendocino. At June 30, 2022, the City's estimated liability for its share of landfill closure and post-closure care costs was $1,069,730. This estimated total cost of the landfill closure and post-closure care is based on the amount that would be paid if all equipment, facilities, and services required to close, monitor, and maintain the landfill were acquired as of June 30, 2022, as determined by the last engineering study performed. However, the actual cost of closure and post-closure care may change due to inflation, changes in technology, or changes in landfill laws and regulations.

The City has made a pledge of future user surcharge revenues for anticipated remaining expected costs, future inflation costs, and any additional costs (including debt service) that might arise from changes in post-closure requirements (due to changes in technology or more rigorous environmental regulations, for example).

Business-type Activities

2014 Water Revenue Refunding Bonds

On June 5, 2014, the City issued $2,962,000 of Water Revenue Refunding Bonds bearing interest of 3.06% and payable semi-annually on October 1 and April 1, maturing on October 1, 2023. These bonds were used to advance refund the 2004 California Statewide Communities Development Authority Bonds, which were issued originally to advance refund the 1993 COP's, which had been used for various capital improvements to the City's water system. The outstanding principal balance as of June 30, 2022 was $1,268,000.

$2,891,751 from the 2014 Water Revenue Refunding Bonds was placed in an irrevocable trust that was used to pay off the 2004 California Statewide Communities Development Authority Bonds on July 7, 2014. The funding resulted in an economic gain (difference between the present value of the debt service payments on the old and new debts) of $201,814. The aggregate difference in debt service between the 2004 California Statewide Communities Development Authority Bonds and the 2014 Water Revenue Refunding Bonds was $234,793. The outstanding amount of the defeased debt was $2,855,000 as of June 30, 2014.

7. LONG-TERM LIABILITIES, Continued

The City defeased the 2004 California Statewide Communities Development Authority Bonds by placing the proceeds of the 2014 Water Revenue Refunding Bonds in an irrevocable trust to provide for all future debt service payments on the 2004 California Statewide Communities Development Authority Bonds. Accordingly, the trust account assets and the liability of the defeased 2004 California Statewide Communities Development Authority Bonds are not included in the City's financial statements.

2018 Wastewater Revenue Refunding Bonds

In 2018, the City issued $5,000,000 in Certificates of Participation as partial funding to acquire and construct the District's Wastewater Treatment Facility. The Certificates of Participation are secured by an Installment Sale agreement between the City and City of Fort Bragg Joint Powers Financing Authority (JPFA) with the JPFA acting as seller and the City as purchaser. The obligation is secured and payable from net revenues of the Wastewater Enterprise. The outstanding principal balance as of June 30, 2022 was $4,827,000.

Safe Drinking Water Revolving Loan (SDWRL)

In FY 2004/05, the City entered into a non-interest bearing loan agreement with the State of California Department of Water Resources to finance the construction of a project to meet safe drinking water standards. The maximum amount of the loan cannot exceed $2,325,500, of which the City had borrowed $2,141,532. At June 30, 2022, the balance of the loan payable was $549,604. Loan principal payments of $52,889 are required semi-annually on January 1st and July 1st for twenty (20) years commencing January 1, 2007.

Compensated Absences

The City records employee absences, such as vacation, illness, and holidays, for which it is expected that employees will be paid as compensated absences. The governmental activities compensated absences balance at June 30, 2022 was $569,201 with $60,756 expected to be paid within a year; The business-type activities compensated absences balance at June 30, 2022 was $84,413 with $7,492 expected to be paid within a year.

CalPERS Side Fund Debt

Under the City's contract with CalPERS the City is obligated to make certain payments to CalPERS in respect to retired public safety and miscellaneous employees under the Side Fund program of CalPERS which amortizes such obligations over a fixed period of time. The current annual interest rate imputed by PERS to side funds is 7.5%. Debt service will be funded from the revenue of the general fund. The initial side fund obligation amount was $497,479, with a retirement in the amount of $80,436 for the year end June 30, 2022. The amount is paid in July of each year as provided by CalPERS, therefore no maturity schedule is available for this debt.

7. LONG-TERM LIABILITIES, Continued

Debt Service, Continued

Future debt service for Business-Type Activities at June 30, 2022, is as follows:

Year Ending June 30,	Governmental Activities		Business-Type Activities			
	2021 Lease Revenue Bonds		2018 WW Plant Certificates Of Participation		2014 Water Revenue Refunding Bonds	
	Principal	Interest	Principal	Interest	Principal	Interest
2023	$ 85,000	$ 514,703	$ 91,000	$ 93,850	$ 320,000	$ 15,055
2024	195,000	348,322	93,000	92,010	332,000	5,080
2025	265,000	346,158	95,000	90,130	-	-
2026	335,000	342,262	97,000	88,210	-	-
2027	420,000	336,835	99,000	86,250	-	-
2028-2032	2,560,000	1,529,193	525,000	400,450	-	-
2033-2037	2,820,000	1,127,670	577,000	345,410	-	-
2038-2042	3,290,000	614,425	639,000	284,650	-	-
2043-2047	1,470,000	75,250	704,000	217,560	-	-
2048-2052	-	-	777,000	143,610	-	-
2053-2057	-	-	859,000	61,850	-	-
2058-2062	-	-	184,000	1,820	-	-
Total	$ 11,440,000	$ 5,234,818	$ 4,740,000	$ 1,905,800	$ 652,000	$ 20,135
Due within one year	$ 85,000	$ 514,703	$ 91,000	$ 93,850	$ 320,000	$ 15,055
Due after one year	11,355,000	4,720,115	4,649,000	1,811,950	332,000	5,080
Total	$ 11,440,000	$ 5,234,818	$ 4,740,000	$ 1,905,800	$ 652,000	$ 20,135

Year Ending June 30,	Business-Type Activities			
	Safe Drinking Water Revolving Loan		Total	
	Principal	Interest	Principal	Interest
2023	$ 52,889	$ -	$ 463,889	$ 108,905
2024	105,778	-	530,778	97,090
2025	105,778	-	200,778	90,130
2026	105,778	-	202,778	88,210
2027	52,889		151,889	86,250
2028-2032	-	-	525,000	400,450
2033-2037	-	-	577,000	345,410
2038-2042	-	-	639,000	284,650
2043-2047	-	-	704,000	217,560
2048-2052	-	-	777,000	143,610
2053-2057	-	-	859,000	61,850
2058-2062	-	-	184,000	1,820
Total	$ 423,112	$ -	$ 5,815,112	$ 1,925,935
Due within one year	$ 52,889	$ -	$ 463,889	$ 108,905
Due after one year	370,223	-	5,351,223	1,817,030
Total	$ 423,112	$ -	$ 5,815,112	$ 1,925,935

8. NET POSITION/ FUND BALANCES

Net position (deficit)

	Governmental Activities	Business-type Activities	Total
Net investment in capital assets	$ 30,092,089	$ 48,678,202	$ 78,770,291
Restricted	6,078,004	108,064	6,186,068
Unrestricted (deficit)	5,303,936	12,984,900	18,288,836
Total	$ 41,474,029	$ 61,771,166	$ 103,245,195

Restricted balances are for the same purposes as fund balance restrictions because external restriction requirements are the same. See descriptions of the restrictions below.

Fund Balance

Non-spendable, Restricted and Committed fund balance consisted of the following at June 30, 2022:

Nonspendable:	
Prepaid & Inventory	$ 11,001
Loans/ Notes Receivable	985
Total Nonspendable	$ 11,986
Restricted:	
Governmental Funds:	
Special Sales Tax	$ 2,026,740
Asset Forfeiture	411,937
Gas tax	51,395
Federal & State Grant Funds	87,932
Total Restricted	$ 2,578,004
Committed:	
Governmental Funds:	
Operating reserve	$ 1,989,419
Recession reserve	489,929
Litigation reserve	200,000
Total Committed	$ 2,679,348

The following describe the purpose of each non-spendable, restricted, and committed category used by the City:

Non-spendable

- **Inventory & Prepaids** – represents non-spendable amounts classified as inventory or a prepaid expense.
- **Loans/Notes Receivable** – represents loans to employees.

8. NET POSITION/ FUND BALANCES, Continued

Restricted

- **Special Sales Tax –** represents amounts restricted by voter approved ordinance for street repairs.
- **Asset Forfeiture –** represents amounts restricted by State and Federal guidelines to support law enforcement.
- **Gas Tax –** represents amounts restricted for street maintenance purposes as defined in Sections 2105, 2106, 2107 and 2107.5 of the Streets and Highway Code as well as amounts from the Road Maintenance and Rehabilitation Account (RMRA).
- **Federal and State Grants –** represents restricted amounts received from State and Federal Grants for various city programs.

Committed

- **Reserves –** represents amounts designated by the City Council for future contingencies, which include a $1,469,787 operating reserve, a $489,929 recession reserve and a $200,000 litigation reserve.

Fund Balance Deficits

Deficit fund balances consisted of the following:

Funds	June 30, 2022
Major Funds:	
Street Resurfacing Capital Projects Fund	$ (26,132)
Non-Major Funds:	
Special Revenue Funds	
MCOG Overall Work Plan	(5,707)
Developer Deposit Accounts	(6,325)
Capital Project Funds:	
Coastal Trail	(106,097)
Total	$ (144,261)

The above deficit fund balances have occurred due to the spending of funds prior to the receipt of revenues (cost reimbursements). The Fund balances will be restored in the near future as revenues are received.

9. INTERFUND TRANSACTIONS

Due to and from balances result from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made.

Due to and due from other funds consisted of the following as of June 30, 2022:

	Due from Other Funds	Due to Other Funds
Governmental Funds		
Major Funds:		
General Fund	$ 894,991	$ -
Street Resurfacing Capital Projects	-	26,132
Total Major Funds	894,991	26,132
Nonmajor Funds:		
Special Revenue Funds		
Gas tax	-	19,745
RMRA	-	3,123
MCOG Overall Work Plan	-	12,883
State and Federal Grant Funds:		
CDBG Super NOFA	-	173,621
HCD HOME Grant	-	464,980
Other State Grants	-	5,100
CDBG Grant COVID	-	83,310
Capital Project Funds:		
Coastal Trail	-	106,097
Total Nonmajor Funds	-	868,859
Total	$ 894,991	$ 894,991

9. INTERFUND TRANSACTIONS, Continued

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, and (2) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

Transfers consisted of the following at June 30, 2022:

	Transfers In	Transfers Out
Governmental Funds		
Major Funds:		
General Fund	$ 56,774	$ 51,574
CDBG Program Income Special Revenue Fund		90,797
Speical Sales Tax Special Revenue Fund	-	1,479,148
Total Major Funds	56,774	1,621,519
Non-major Funds:		
Special Revenue Funds		
RMRA	21,460	-
Developer Deposit Account	-	5,198
State and Federal Grant Funds		
STP D1 Streets and Highway Allocation	-	78,541
CDBG Grant	90,797	2,021,980
Capital Projects Fund		
Coastal Trail	1,618,929	-
Total Non-major Funds	1,731,186	2,105,719
Total Governmental Funds	1,787,960	3,727,238
Proprietary Funds		
Major Enterprise Funds		
Water	2,021,979	-
Sewer	-	82,701
Total Proprietary Funds	2,021,979	82,701
Total Transfers	$ 3,809,939	$ 3,809,939

10. RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City provides property, liability, and worker's compensation insurance through the California Intergovernmental Risk Authority (CIRA), a public entity risk pool currently operating as a common risk management and self-insurance program for fifteen Northern California municipalities. The City pays quarterly and annual contributions and premiums to CIRA for its general insurance and self-insurance coverage. The joint powers formation agreement of the CIRA provides that the CIRA will self-insure through member contributions and collect premiums for insurance and reinsurance for liability insurance and other coverage.

10. RISK MANAGEMENT, Continued

CIRA is a risk sharing, self-funded pool which is a direct purchase program. The CIRA cost sharing pool provides coverage between the City's deductible and $500,000 (liability program) and $1,000,000 (workers' compensation program). Losses in excess of the CIRA cost sharing pool limits are covered by CIRA through the California Joint Powers Risk Management Authority for liability and commercial insurance policies for workers' compensation. Loss limits and deductibles are per occurrence as detailed on the table below. Losses exceeding these limits are the responsibility of the City. Settled claims resulting from these risks have not exceeded insurance coverage in any of the past three fiscal years.

Insurance Program	Loss Limits	Deductibles
Property	$ 400,000,000	$5,000 - $10,000
Boiler and Machinery	100,000,000	100,000
Liability	40,000,000	5,000 - 25,000
Earthquake and Flood	20,000,000	100,000 or 5% of value of building
Auto Physical Damage	Stated Value	5,000 - 10,000
Workers' Compensation	Statutory	5,000 - 10,000

Participating members of CIRA do not have a refundable deposit, and no dividends are paid. No refunds were received by the City in the Liability program. The annual premiums paid to CIRA in FY 2021/22 were as follows:

Insurance Program	Premium
Workers' Compensation	$ 173,882
Liability	207,090
Property, Flood & Earthquake	158,969
Auto Physical Damage	12,369
	$ 552,310

Claims Paid by the City for the 2021/21 fiscal year:

Insurance Program	Claims
Workers' Compensation	$ -
Liability and Property	525
	$ 525

11. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

General Information about the Pension Plans

Plan Descriptions - All qualified permanent and probationary employees are eligible to participate in the City's separate Safety (police and fire) and Miscellaneous (all other) Employee Pension Plans, cost-sharing multiple employer defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided - CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plans' provisions and benefits in effect at June 30, 2022, are summarized as follows:

	Miscellaneous	PEPRA Miscellaneous
Hire date	Prior to January 1, 2013	On or after January 1, 2013
Benefit formula	2% @ 55	2% @ 62
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	55	52 - 67
Monthly benefits, as a % of eligible compensation	1.4% - 2.0%	1.0% to 2.5%
Required employee contribution rates	6.90%	6.50%
Required employer contribution rates	11.06%	7.73%

	Safety - Police	PEPRA Safety - Police
Hire date	Prior to January 1, 2013	On or after January 1, 2013
Benefit formula	2% @ 50	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50	50 - 57
Monthly benefits, as a % of eligible compensation	2%	2.0% to 2.7%
Required employee contribution rates	8.94%	12.00%
Required employer contribution rates	18.19%	13.13%

	Fire Safety
Hire date	Prior to January 1, 2013
Benefit formula	3% @ 50
Benefit vesting schedule	5 years service
Benefit payments	monthly for life
Retirement age	50
Monthly benefits, as a % of eligible compensation	2.00%
Required employee contribution rates	0%
Required employer contribution rates	0%

11. PUBLIC EMPLOYEES' RETIREMENT SYSTEM, Continued

Contributions - Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CaIPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2022, the contributions recognized as part of pension expense for each Plan were as follows:

	Miscellaneous Plans	Safety Plans
Contributions - employer	$ 4,417,473	$ 4,371,829

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2022, the City reported net pension liabilities for its proportionate shares of the net pension liability of each Plan as follows

	Proportionate Share of Net Pension Liability
Miscellaneous Plans	$ 3,153,761
Safety Plans	3,194,969
Total Net Pension Liability	$ 6,348,730

The City's net pension liability for each Plan is measured as the proportionate share of the net pension liability. The net pension liability of each of the Plans is measured as of June 30, 2021, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020 rolled forward to June 30, 2021 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. At June 30, 2016 CalPERS combined the Miscellaneous Plan and PEPRA Miscellaneous Plan for purposes of calculating net pension liability. Likewise the Safety-Police Plan, PEPRA Safety-Police Plan and Safety-Fire Plans were combined for purposes of calculating net pension liability. The City's proportionate share of the net pension liability for each Plan as of June 30, 2022 and 2021 was as follows:

	Miscellaneous	Safety	Total
Proportion - June 30, 2021	0.13012%	0.07793%	0.09816%
Proportion - June 30, 2022	0.16609%	0.09104%	0.11739%
Change - Increase/(Decrease)	0.03598%	0.01310%	0.01923%

11. PUBLIC EMPLOYEES' RETIREMENT SYSTEM, Continued

For the year ended June 30, 2022, the City recognized pension expense of $1,028,169 for the Miscellaneous Plan and $684,949 for the Safety Plan. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Miscellaneous Plan		Safety Plan		Total	
	Deferred Outflows of Resources	Deferred Inflow of Resources	Deferred Outflows of Resources	Deferred Inflow of Resources	Deferred Outflows of Resources	Deferred Inflow of Resources
Changes in assumptions	$ -	$ -	$ -	$ -	$ -	$ -
Differences between expected and actual experiences	353,660	-	545,858	-	899,518	-
Differences between projected and actual investment earnings	-	2,753,067	-	1,901,620	-	4,654,687
Differences between the employer's contributions and proportionate share of the	-	565,548	-	501,956	-	1,067,504
Change in employer's proportion	146,586	-	16,464	28,543	163,050	28,543
Pension contributions subsequent to measurement date	4,417,473	-	4,371,829	-	8,789,302	-
Total	$ 4,917,719	$ 3,318,615	$ 4,934,151	$ 2,432,119	$ 9,851,870	$ 5,750,734

$8,789,303 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2023. Contributions made after the measurement date of the net pension/OPEB liability or collective net pension/OPEB liability but before the end of the City's fiscal year will be recognized as a reduction of the net pension/OPEB liability/ or collective net pension/OPEB liability in the subsequent fiscal year rather than in the current fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Fiscal Year Ending June 30:	Miscellaneous	Safety	Total
2023	$ (706,903)	$ (450,565)	$ (1,157,468)
2024	(704,471)	(469,290)	(1,173,761)
2025	(646,189)	(426,642)	(1,072,831)
2026	(760,806)	(523,299)	(1,284,105)
2027	-	-	-
Thereafter	-	-	-
	$ (2,818,369)	$ (1,869,796)	$ (4,688,165)

11. PUBLIC EMPLOYEES' RETIREMENT SYSTEM, Continued

Actuarial Assumptions -The total pension liabilities in the June 30, 2022 actuarial valuations were determined using the following actuarial assumptions:

	Miscellaneous	Safety - Police	PEPRA - Miscellaneous	PEPRA Safety - Police	Fire Safety
Valuation Date	30-Jun-20	30-Jun-20	30-Jun-20	30-Jun-20	30-Jun-20
Measurement	30-Jun-21	30-Jun-21	30-Jun-21	30-Jun-21	30-Jun-21
Actuarial Cost Method	Entry-Age Normal Cost Method				
Actuarial Assumptions:					
Discount Rate	7.15%	7.15%	7.15%	7.15%	7.15%
Inflation	2.625%	2.625%	2.625%	2.625%	2.625%
Projected Salary Increase	Varies by entry age and service				
Mortality	Derived using CalPERS' Membership Data for all Funds				

The underlying mortality table used was developed based on CalPERS' specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB. For more details, please refer to the 2014 experience study report.

All other actuarial assumptions used in the June 30, 2022 valuation were based on the results of an actuarial experience study for the fiscal years 1997 to 2011, including updates to salary increase, mortality and retirement rates. The Experience Study can be obtained at CalPERS' website under Forms and Publications.

Discount Rate - The discount rate used to measure the total pension liability was 7.15 percent. To determine whether the municipal bond rate should be used in the calculation of the discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. The tests revealed the assets would not run out. Therefore, the current 7.15 percent discount rate is appropriate and the use of the municipal bond rate calculation is not deemed necessary. The long-term expected discount rate of 7.15 percent is applied to all plans in the Public Employees' Retirement Fund (PERF). The cash flows used in the testing were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained at CalPERS website under the GASB 68 section.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, staff took into account both short-term and long-term market return expectations as well as the expected pension fund (PERF) cash flows. Taking into account historical returns of all the Public Employees Retirement Funds' asset classes (which includes the agent plan and two cost-sharing plans or PERF A, B, and C funds), expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each PERF fund.

11. PUBLIC EMPLOYEES' RETIREMENT SYSTEM, Continued

The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. The target allocation shown was adopted by the Board effective on July 1, 2014.

Asset Class	Current Target Allocation	Real Return Years 1 - 10[1]	Real Return Year 11+[2]
Global Equity	47.0%	4.90%	5.38%
Global Fixed Income	19.0%	0.80%	2.27%
Inflation Sensitive	6.0%	0.60%	1.39%
Private Equity	12.0%	6.60%	6.63%
Real Estate	11.0%	2.80%	5.21%
Infrastructure and Forestland	3.0%	3.90%	5.36%
Liquidity	2.0%	-0.55%	-90.00%

(1) An expected inflation of 2.5% used for this period.
(2) An expected inflation of 3.0% used for this period.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate The following presents the City's proportionate share of the net pension liability for each Plan, calculated using the discount rate for each Plan, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Discount Rate -1% 6.15%	Current Discount Rate 7.15%	Discount Rate +1% 8.15%
Employer's Net Pension Liability/(Asset) - Miscellaneous	6,180,088	3,153,761	651,940
Employer's Net Pension Liability/(Asset) - Safety	5,706,298	3,194,969	1,132,222
Employer's Net Pension Liability/(Asset) - Total	$ 11,886,386	$ 6,348,730	$ 1,784,162

Pension Plan Fiduciary Net Position - Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

Note: At June 30, 2016 CalPERS combined the Miscellaneous Plan and PEPRA Miscellaneous Plan for purposes of calculating net pension liability. Likewise the Safety-Police Plan, PEPRA Safety-Police Plan and Safety-Fire Plans were combined for purposes of calculating net pension liability.

12. OTHER POST EMPLOYMENT BENEFITS (OPEB)

Plan Description

The City offers its employees a post-retirement health program, a Single Employer plan, which includes medical and dental coverage. Upon retirement for service or disability, employees hired prior to July 1, 2011 (January 1, 2012 for Fort Bragg Police Officer Association members) retiring directly from service at age 50 or over with 10 years of service may continue coverage for themselves and their spouse's (to whom they are married at retirement) as detailed below. Currently 19 employees meet those eligibility requirements. Expenditures for these post-retirement benefits are recognized as monthly premiums are paid. During the fiscal year ended June 30, 2022, expenditures of $269,166 were recognized for the cost of these post-retirement benefits. The OPEB plan does not issue a separate financial report.

The City pays portions of the premiums dependent on bargaining group and employee hire date as follows:

Tier 1: For retirees hired before January 1, 1992, the City pays the full cost of medical and dental premium for the former employee. In addition, the City pays a percentage of the spouse's medical plan premium starting at the retiree's age 60. The percentage is 10% for each year of service after 10 years, reaching 100% for those retiring with 19 or more years of service. In addition, the spouse may participate in the dental program-but at their own cost.

Tier 2: For retirees hired after January 1, 1992 and before July 1, 2003 (July 1, 2004 for Fort Bragg Police Officer Association members), the City pays the full cost of medical and dental premiums for the former employee only.

Tier 3: For retirees hired after July 1, 2003 (July 1, 2004 for Fort Bragg Police Officer Association members) and before July 1, 2007, the City pays the full cost of medical and dental premiums for the former employee until age 65 when Medicare becomes payable. Thereafter, coverage is limited to a supplemental prescription drug plan, which is paid for by the City.

Tier 4: For retirees hired after July 1, 2007 and before July 1, 2011 (January 1, 2012 for Fort Bragg Police Officer Association members), the retiree only may remain in the City's health and dental plan until age 65, but at their own cost.

Tier 5: For retirees hired on or after July 1, 2011 (January 1, 2012 for Fort Bragg Police Officer Association members), the retiree and spouse may not participate in the City's health plans.

12. OTHER POST EMPLOYMENT BENEFITS (OPEB), Continued

Employees Covered by benefit terms

At June 30, 2022, the following employees were covered by the benefit terms:

Active employees	16
Inactive employees or beneficiaries currently receiving benefits	41
Inactive employees entitled to, but not yet receiving benefits	-
Total Number of participants	**57**

City Contribution to the Plan

The Plan and its contribution requirements are established by Memoranda of Understanding with the applicable employee bargaining units and may be amended by agreements between the City and the bargaining units. The annual contribution is based on the actuarially determined contribution. For the fiscal year ended June 30, 2022, the City's cash contributions were $5,000 in payments to the trust, $410,289 cash benefit payments, and the estimated implied subsidy was $39,000 resulting in total payments of $454,289.

Net OPEB Liability

The City's net OPEB liability was measured as of June 30, 2021 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated June 30, 2021 that was rolled forward to determine the June 30, 2022 total OPEB liability, based on the following actuarial methods and assumptions:

Actuarial Assumptions:	
Actuarial Valuation Date	June 30, 2021
Contribution Policy	Pay benefits and pre-fund annual $5,000 minimum contribution and additional amounts subject to budgetary surplus from prior fiscal year through CERBT asset Allocation Strategy 1, subject to maximum ADC
Discount Rate	6.25% at June 30, 2021 6.75% at June 30, 2020
Expected Long-Term Rate of Return on Investments	Same as discount rate. Plan assets projected to be sufficient to pay all benefits from trust
General Inflation	2.50% per annum
Mortality, Retirement, Disability, Termination	CalPERS 1997-2015 experience study
Mortality Improvement	Mortality projected fully generational with Scale MP-2018
Medical Trend	Non-Medicare - 6.50% for 2023, decreasing to an ultimate rate of 3.75% in 2076 and later years Medicare - 5.65% for 2023, decreasing to an ultimate rate of 3.75% in 2076 and later years
Municipal Bond Rate	N/A
Participation at Retirement	Tier 1-3 Actives: 100% elect medical and dental Tier 4 Actives: 75% elect medical and dental

12. OTHER POST EMPLOYMENT BENEFITS (OPEB), Continued

The long-term expected rate of return on OPEB plan investments was determined using a building- block method in which expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	Target Allocation CERBT Strategy 1	Expected Real Rate of Return
Asset Class Component		
Global Equity	59%	4.56%
Fixed Income	25%	78.00%
TIPS	5%	-0.08%
Commodities	3%	1.22%
REITs	8%	4.06%
	100%	

Discount Rate

The discount rate used to measure the total OPEB liability was 6.25 percent. The projection of cash flows used to determine the discount rate assumed that Authority contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Changes in the OPEB Liability

The changes in the net OPEB liability for the Plan are as follows:

	Total OPEB Liability	Fiduciary Net Position	Net OPEB Liability
Balance at 6/30/2021*	$ 5,792,793	$ 2,686,418	$ 3,106,375
Changes for the year			
Service Cost	74,649	-	74,649
Interest	381,864	-	381,864
Changes of benefit terms	-	-	-
Actual vs. expected experience	(63,893)	-	(63,893)
Assumption changes	(26,853)	-	(26,853)
Contributions - employer	-	420,407	(420,407)
Contributions - employee	-	-	-
Net investment income	-	738,656	(738,656)
Benefit payments	(420,407)	(420,407)	-
Administrative expenses	-	(1,017)	1,017
Net Changes	(54,640)	737,639	(792,279)
Balance at 6/30/2022**	$ 5,738,153	$ 3,424,057	$ 2,314,096

*Measurement date 6/30/2020

12. OTHER POST EMPLOYMENT BENEFITS (OPEB), Continued

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The discount rate used for the fiscal year end 2022 is 6.25%. The following presents the net OPEB liability of the City if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2022:

	1% Decrease	Current Rate	1% Increase
Change in Discount Rate	5.25%	6.25%	7.25%
Net OPEB Liability	$ 2,932,372	$ 2,314,096	$ 1,791,297

Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the net OPEB liability of the City if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2022 (Healthcare Cost Trend Rate was assumed to start at 6.5% and grade down to 3.75% for years 2076 and thereafter):

Change in Healthcare Cost Trend Rate	1% Decrease	Current Trend	1% Increase
Net OPEB Liability	$ 1,771,120	$ 2,314,096	$ 2,956,245

Recognition of Deferred Outflows and Deferred Inflows of Resources

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. Amounts are first recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense. The recognition period differs depending on the source of the gain or loss:

Net difference between projected and actual earnings on OPEB plan investments	5 years
All other amounts	Expected average remaining service lifetime (EARSL) (6.0 Years at June 30, 2022)

12. OTHER POST EMPLOYMENT BENEFITS (OPEB), Continued

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2022, the City recognized OPEB expense of $89,678. As of fiscal year ended June 30, 2022, the City reported deferred outflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ 112,899
Changes in assumptions	54,625	55,092
Net difference between projected and actual earnings on plan invesments	-	395,443
Employer contributions made subsequent to the measurement date	454,289	-
Total	$ 508,914	$ 563,434

The $454,289 reported as deferred outflows of resources related to contributions subsequent to the June 30, 2022 measurement date will be recognized as a reduction of the net OPEB liability during the fiscal year ending June 30, 2022. Other amounts reported as deferred outflows of resources related to OPEB will be recognized as expense as follows:

Fiscal Year Ended June 30,	Deferred Outflow/(Inflows) of Resources
2023	$ (175,805)
2024	(126,735)
2025	(94,796)
2026	(111,473)
2027	-
Thereafter	-

13. SUCCESSOR AGENCY TRUST FOR ASSETS OF FORMER REDEVELOPMENT AGENCY

On December 29, 2011, the California Supreme Court upheld Assembly Bill 1X 26 (“the Bill”) that provides for the dissolution of all redevelopment agencies in the State of California. This action impacted the reporting entity of the City of Fort Bragg that previously had reported a redevelopment agency within the reporting entity of the City as a blended component unit.

13. SUCCESSOR AGENCY TRUST FOR ASSETS OF FORMER REDEVELOPMENT AGENCY, Continued

The Bill provides that upon dissolution of a redevelopment agency, either the city or another unit of local government will agree to serve as the "successor agency" to hold the assets until they are distributed to other units of state and local government. On January 9, 2012 the City Council elected to become the Successor Agency for the former Redevelopment Agency (RDA) in accordance with the Bill as part of City resolution number 3504-2012.

After enactment of the law, which occurred on June 28, 2011, redevelopment agencies in the State of California cannot enter into new projects, obligations or commitments. Subject to the control of a newly established oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments). In future fiscal years, successor agencies will only be allocated revenue in the amount that is necessary to pay the estimated annual installment payments on enforceable obligations of the former redevelopment agency until all enforceable obligations of the prior redevelopment agency have been paid in full and all assets have been liquidated.

In accordance with the timeline set forth in the Bill (as modified by the California Supreme Court on December 29, 2011), all redevelopment agencies in the State of California were dissolved and ceased to operate as legal entities as of February 1, 2012. As allowed under Section 34176(a) of the Bill, the City elected to retain the housing functions previously performed by the former RDA. The assets and activities for the Successor Agency Housing fund continue to be reported in the City's governmental fund financial statements. The remaining assets, liabilities, and activities of the dissolved RDA, are reported in the Successor Agency fiduciary fund (private purpose trust fund) in the financial statements of the City.

The transfer of the assets and liabilities of the former RDA as of February 1, 2012 (effectively the same date as January 31, 2012) from governmental funds of the City to fiduciary funds was reported as an extraordinary item in the governmental fund financial statements in FY 2011/12.

Long-term Liabilities

The following is a summary of changes in long-term liabilities for the year ended June 30, 2022:

	Balance June 30, 2021	Additions	Retirements	Balance June 30, 2022	Due Within One Year
Trust Activities:					
2015 Refunding Tax Allocation Bonds	$ 3,180,000	$ -	$ (165,000)	$ 3,015,000	$ 170,000
2015 Refunding Tax Allocation Bonds Discount	(25,844)	-	1,782	(24,062)	(1,620)
Total trust fund debt	$ 3,154,156	$ -	$ (163,218)	$ 2,990,938	$ 168,380
Deferred outflows:					
2015 Refunding Tax Allocation Bonds Deferred Loss	75,155		(5,182)	69,973	5,182

13. SUCCESSOR AGENCY TRUST FOR ASSETS OF FORMER REDEVELOPMENT AGENCY, Continued

2015 Refunding Tax Allocation Bonds

In 2015 the former Fort Bragg Redevelopment Agency issued $4,040,000 of Tax Allocation Bonds for the purpose of refunding $4,005,000 of outstanding 2004 Tax Allocation Bonds and making funds available for future capital projects. The refunding took advantage of lower interest rates which were available. The refunding resulted in a difference between the reacquisition price and the carrying amount of the old debt, which has been deferred in accordance with GASB Statement No. 23. Deferred amounts for the loss on refunding and the original discount associated with the issuance of the 2015 Bonds are being amortized over the life of the 2015 issue using the straight line method.

The Bonds bear annual interest at rates varying between 2.00% and 3.25%. The Bonds were issued as a fully registered note in denominations of $5,000. Interest on the bonds are payable semi-annually each September 1 and March 1. Principal is paid in annual installments each September 1, 2016, through the fiscal year 2037 in amounts ranging from $90,000 through $250,000. The outstanding principal balance as of June 30, 2022 was $3,015,000.

	Fiduciary Activities					
Year Ending June 30,	2015 Refunding Bonds		2015 Refunding Bonds Discount		Total	
	Principal	Interest	Principal	Interest	Principal	Interest
2023	170,000	86,550	(1,620)	-	168,380	86,550
2024	165,000	83,200	(1,620)	-	163,380	83,200
2025	175,000	79,800	(1,620)	-	173,380	79,800
2026	175,000	75,425	(1,620)	-	173,380	75,425
2027	180,000	70,100	(1,620)	-	178,380	70,100
2028-2032	990,000	264,400	(8,100)	-	981,900	264,400
2033-2037	1,160,000	97,013	(7,862)	-	1,152,138	97,013
2038-2042	-	-	-	-	-	-
Total	$ 3,015,000	$ 756,488	$ (24,062)	$ -	$ 2,990,938	$ 756,488
Due within one year	$ 170,000	$ 86,550	$ (1,620)	$ -	$ 168,380	$ 86,550
Due after one year	2,845,000	669,938	(22,442)	-	2,822,558	669,938
Total	$ 3,015,000	$ 756,488	$ (24,062)	$ -	$ 2,990,938	$ 756,488

14. COMMITMENTS AND CONTINGENCIES

Litigation

The City is not involved in any active litigation at present.

Grants and Allocations

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the federal and state government. During the course of FY 2021/22 no claims were disallowed.

Commitments

The City's unexpended contractual commitments as of June 30, 2022 are listed in note 1 on page 60.

15. NEW ACCOUNTING PRONOUNCEMENTS

The GASB has issued Statement No. 91, "Conduit Debt Obligations." The requirements of this Statement are effective for reporting periods beginning after December 15, 2020. Earlier application is encouraged. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures. The City will implement this statement, as applicable, to its financial statements for the year ending June 30, 2023.

The GASB has issued statement No. 94, “Public-Private and Public-Public Partnerships and Availability Payment Arrangements”. The objective of this Statement is to better meet the information needs of financial statement users by improving the comparability of financial statements among governments that enter into PPPs and APAs and by enhancing the understandability, reliability, relevance, and consistency of information about PPPs and APAs. The City will implement this statement, as applicable, to its financial statements for the year ending June 30, 2023.

The GASB has issued statement No. 96, “Subscription-Based Information Technology Arrangements”. The objective of this Statement is to better meet the information needs of financial statement users by (a) establishing uniform accounting and financial reporting requirements for SBITAs; (b) improving the comparability of financial statements among governments that have entered into SBITAs; and (c) enhancing the understandability, reliability, relevance, and consistency of information about SBITAs. The City will implement this statement, as applicable, to its financial statements for the year ending June 30, 2023.

The GASB has issued statement No. 97, “Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans”. The primary objectives of this Statement are to (a) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (b) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (c) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans.

16. PANDEMIC EFFECTS

The COVID-19 pandemic, whose effects first became known in January 2020, is having a broad and negative impact on commerce and financial markets around the world. The United States and global markets experienced significant declines in value resulting from uncertainty caused by the pandemic. The City is closely monitoring its investment portfolio and its liquidity and is actively working to minimize the impact of these declines. The extent of the impact of COVID-19 on the City's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak and its impacts on the City's employees, and vendors, all of which at present, cannot be determined. Accordingly, the extent to which COVID-19 may impact the City's financial position and changes in net position, fund balance and cash flows is uncertain, and the accompanying financial statements include no adjustments relating to the effects of this pandemic.

REQUIRED SUPPLEMENTARY INFORMATION

City of Fort Bragg, California

Required Supplementary Information - Schedule of Changes in the Net OPEB Liability and Related Ratios

for the Measurement Periods Ended June 30,

	2022	2021	2020	2019	2018
Total OPEB Liability					
Service Cost	$ 74,649	$ 81,253	$ 104,512	$ 111,530	$ 119,019
Interest on the total OPEB liability	381,864	383,562	378,816	366,137	353,775
Experience (Gains)/Losses	-	-	(287,306)	-	-
Actual vs. expected experience	(63,893)	-	-	-	-
Changes of assumptions	(26,853)	(96,029)	218,506	-	-
Benefit payments	(420,407)	(354,262)	(287,648)	(277,993)	(286,331)
Net change in total OPEB liability	(54,640)	14,524	126,880	199,674	186,463
Total OPEB liability - beginning	5,792,793	5,778,269	5,651,389	5,451,715	5,265,252
Total OPEB liability - ending (a)	$ 5,738,153	$ 5,792,793	$ 5,778,269	$ 5,651,389	$ 5,451,715
Plan fiduciary net position					
Contributions - employer	$ 420,407	$ 359,262	$ 292,648	$ 492,993	$ 534,256
Contributions - employee	-	-	-	-	-
Actual investment income	738,656	91,502	150,805	164,052	172,839
Administrative expense	(1,017)	(1,266)	(522)	(3,826)	(883)
Benefit payments	(420,407)	(354,262)	(287,648)	(277,993)	(286,331)
Net change in plan fiduciary net position	737,639	95,236	155,283	375,226	419,881
Plan fiduciary net position - beginning	2,686,418	2,591,182	2,435,899	2,060,673	1,640,792
Plan fiduciary net position - ending (b)	$ 3,424,057	$ 2,686,418	$ 2,591,182	$ 2,435,899	$ 2,060,673
Net OPEB liability - ending (a) - (b)	$ 2,314,096	$ 3,106,375	$ 3,187,087	$ 3,215,490	$ 3,391,042
Covered payroll	$ 1,040,847	$ 1,132,693	$ 1,834,372	$ 2,370,484	$ 2,197,777
Net OPEB liability as a percentage of covered payroll	222.33%	274.25%	173.74%	135.65%	154.29%

Notes to Schedule

1) GASB 75 requires presentation of the 10-year history of changes in the Net OPEB Liability. Additional years will be added as they become available.

City of Fort Bragg, California

Required Supplementary Information - Net OPEB Liability Schedule of Contributions

June 30, 2022

Fiscal Year Ended June 30,	2022	2021	2020	2019	2018
Actuarially Determined Contribution (ADC)	$ 343,213	$ 348,790	$ 374,658	$ 375,390	$ 559,726
Contributions in relation to the ADC	454,289	425,407	359,262	292,648	492,993
Contribution deficiency (excess)	$ (111,076)	$ (76,617)	$ 15,396	$ 82,742	$ 66,733
Covered payroll	1,040,847	1,132,693	1,893,338	1,834,372	2,730,484
Contributions as a percentage of covered payroll	43.65%	37.56%	18.98%	15.95%	18.06%

Notes to Schedule

1) GASB 75 requires presentation of the 10-year history of changes in the Net OPEB Liability. Additional years will be added as they become available.

City of Fort Bragg, California

Required Supplementary Information - Schedule of Contributions

Miscellaneous Plan

Last 10 Fiscal Years*

	2022	2021	2020	2019	2018	2017
Contractually required contribution (actuarially determined)	$ 628,487	$ 540,516	$ 514,099	$ 455,093	$ 430,051	$ 392,300
Contributions in relation to the actuarially determined contributions	(628,487)	(540,516)	(514,099)	(394,321)	(430,051)	392,300
Contribution deficiency (excess)	$ -	$ -	$ -	$ 60,772	$ -	$ 784,600
Covered payroll	$ 2,614,508	$ 2,327,258	$ 2,661,903	$ 2,833,921	$ 2,641,425	$ 2,598,675
Contribution as a percentage of covered payroll	24.04%	23.23%	19.31%	16.06%	16.28%	15.10%

Notes to Schedule

1) Covered payroll represents compensation earnable and pensionable compensation. Only compensation earnable and pensionable compensation that would possibly go into the determination of retirement benefits are included.

* Fiscal year 2014 was the first year of implementation, therefore only the first five years are available.

* At June 30, 2016 CalPERS combined the Miscellaneous Plan and PEPRA Miscellaneous Plan for purposes of calculating net pension liability. Due to the change in methodology, comparisons to prior years 2014 and 2015 have been removed.

City of Fort Bragg, California

Required Supplementary Information - Schedule of Contributions

Safety Plan

Last 10 Fiscal Years*

	2022	2021	2020	2019	2018	2017
Contractually required contribution (actuarially determined)	$ 620,401	$ 558,561	$ 637,647	$ 471,193	$ 298,630	$ 387,206
Contributions in relation to the actuarially determined contributions	(620,401)	(558,561)	(637,647)	(471,193)	(298,630)	(387,206)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 1,119,662	$ 1,071,290	$ 1,145,799	$ 1,048,497	$ 1,268,709	$ 1,245,549
Contribution as a percentage of covered payroll	55.41%	52.14%	55.65%	44.94%	23.54%	31.09%

Notes to Schedule

1) Covered payroll represents compensation earnable and pensionable compensation. Only compensation earnable and pensionable compensation that would possibly go into the determination of retirement benefits are included.

* Fiscal year 2014 was the first year of implementation, therefore only the first five years are available.

* At June 30, 2016 CalPERS combined the Miscellaneous Plan and PEPRA Miscellaneous Plan for purposes of calculating net pension liability. Due to the change in methodology, comparisons to prior years 2014 and 2015 have been removed.

City of Fort Bragg, California

Required Supplementary Information - Schedule of the City's Proportionate Share of the Net Pension Liability

Miscellaneous Plan

Last 10 Fiscal Years*

	2021	2020	2019	2018	2017	2016
Plan's Proportion of the Net Pension Liability/(Asset)	0.16609%	0.13012%	0.12508%	0.12037%	0.11653%	0.11210%
Plan's Proportionate Share of the Net Pension Liability/(Asset)	$ 3,153,761	$ 5,488,390	$ 5,008,648	$ 4,593,661	$ 4,593,661	$ 3,894,091
Plan's Covered Payroll	$ 2,327,258	$ 2,661,903	$ 2,833,921	$ 2,788,318	$ 2,641,425	$ 2,551,931
Plan's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its Covered Payroll	135.51%	206.18%	176.74%	164.75%	173.91%	152.59%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability	86.24%	74.96%	76.25%	76.38%	76.38%	82.66%
Plan's Proportionate Share of Aggregate Employer Contribution	$ 777,490	$ 734,213	$ 455,093	$ 394,321	$ 430,051	$ 392,300

Notes to Schedule

1) Covered employee payroll represents compensation earnable and pensionable compensation. Only compensation earnable and pensionable compensation that would possibly go into the determination of retirement benefits are included.

* Fiscal year 2014 was the first year of implementation, therefore only the first five years are available.

* At June 30, 2016 CalPERS combined the Miscellaneous Plan and PEPRA Miscellaneous Plan for purposes of calculating net pension liability. Due to the change in methodology, comparisons to prior years 2014 and 2015 have been removed.

City of Fort Bragg, California

Required Supplementary Information - Schedule of the City's Proportionate Share of the Net Pension Liability

Safety Plan

Last 10 Fiscal Years*

	2021	2020	2019	2018	2017	2016
Plan's Proportion of the Net Pension Liability/(Asset)	0.09104%	0.07793%	0.07899%	0.07811%	0.08042%	0.08218%
Plan's Proportionate Share of the Net Pension Liability/(Asset)	$ 3,194,968	$ 5,192,221	$ 4,931,069	$ 4,667,131	$ 4,165,367	$ 3,320,431
Plan's Covered Payroll	$ 1,071,290	$ 1,145,799	$ 1,048,497	$ 1,268,709	$ 1,245,549	$ 1,188,962
Plan's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its Covered Payroll	298.24%	453.15%	470.30%	367.86%	334.42%	353.81%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability	82.87%	69.95%	70.68%	69.76%	70.60%	75.04%
Plan's Proportionate Share of Aggregate Employer Contribution	$ 826,040	$ 625,589	$ 637,647	$ 578,574	$ 387,206	$ 315,525

Notes to Schedule

1) Covered employee payroll represents compensation earnable and pensionable compensation. Only compensation earnable and pensionable compensation that would possibly go into the determination of retirement benefits are included.

* Fiscal year 2014 was the first year of implementation, therefore only the first five years are available.

* At June 30, 2016 CalPERS combined the Miscellaneous Plan and PEPRA Miscellaneous Plan for purposes of calculating net pension liability. Due to the change in methodology, comparisons to prior years 2014 and 2015 have been removed.

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COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

NON-MAJOR GOVERNMENTAL FUNDS

Fund Type	Description
Special Revenue	These funds account for restricted revenues (for specified purposes).
Capital Projects Funds	These funds account for construction or acquisition of governmental capital assets (capital outlay).

City of Fort Bragg, California
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Governmental Funds		
	Special Revenue Funds	Capital Projects Funds	Non-Major Funds Totals
ASSETS			
Cash and investments	$ 2,206,452	$ -	$ 2,206,452
Receivables:			
Intergovernmental	1,051,477	-	1,051,477
Loans/Notes receivable	201,407	-	201,407
Total assets	$ 3,463,076	$ -	$ 3,463,076
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued liabilities	$ 399,144	$ -	$ 399,144
Due to other funds	762,762	106,097	868,859
Total liabilities:	1,161,906	106,097	1,268,003
Deferred inflows of resources:			
Unavailable revenue	201,407	-	201,407
Total deferred inflows of resources	201,407	-	201,407
Total liabilities and deferred inflows	1,363,313	106,097	1,469,410
Fund Balances:			
Restricted	551,264	-	551,264
Assigned	1,560,531	-	1,560,531
Unassigned (deficit)	(12,032)	(106,097)	(118,129)
Total fund balances	2,099,763	(106,097)	1,993,666
Total liabilities, deferred inflows and fund balances	$ 3,463,076	$ -	$ 3,463,076

City of Fort Bragg, California

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

Nonmajor Governmental Funds

For the year ended June 30, 2022

	Governmental Funds		
	Special Revenue Funds	Capital Projects Funds	Non-Major Funds Totals
REVENUES:			
Taxes and assessments	$ 63,939	$ -	$ 63,939
Fines and forfeitures	49,040	-	49,040
Intergovernmental	4,299,613	-	4,299,613
Use of money and property	8,186	-	8,186
Total revenues	4,420,778	-	4,420,778
EXPENDITURES:			
Current:			
General government	70,178	-	70,178
Public safety	181,610	-	181,610
Public works	377,315	-	377,315
Community development	753,760	-	753,760
Capital outlay	-	1,504,213	1,504,213
Total expenditures	1,382,863	1,504,213	2,887,076
REVENUES OVER (UNDER) EXPENDITURES	3,037,915	(1,504,213)	1,533,702
OTHER FINANCING SOURCES (USES):			
Transfers in	112,257	1,618,929	1,731,186
Transfers out	(2,105,719)	-	(2,105,719)
Total other financing sources (uses)	(1,993,462)	1,618,929	(374,533)
REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING (USES)	1,044,453	114,716	1,159,169
FUND BALANCES:			
Beginning of year	1,055,310	(220,813)	834,497
End of year	$ 2,099,763	$ (106,097)	$ 1,993,666

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NON-MAJOR SPECIAL REVENUE FUNDS

Fund	Description

Special Revenue Funds account for the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital project and exclusive of resources held in trust for individual, private orgaizations, or other governments. The City has a number of different special revenue funds which are part of the non-operating budget. The City's non-major special revenue funds includ the following:

General Plan Maintenance Fee	To account for General Plan Maintenance fee revenue which is required to be used for costs related to the update of the City's General Plan and zoning code.
Housing Trust	To account for Inclusionary Housing In-Lieu fee revenue which is required to be used for affordable housing activities.
Parking	To account for parking permit revenues and the cost of maintaining City owned public parking lots.
Parkland Monitoring and Reporting	To account for payments made by Georgia Pacific for monitoring and maintenance of the Coastal Trail remediation area.
State Tobacco License Fee	To account for funds received for the annual Tobacco Retail License to cover costs associated with administration of the licensing program and compliance checks.
State Disability Access Fee	To account for funds received under California SB-1186 which mandates a state fee of $4 on any applicant for or renewal of a local business license. The purpose is to increase disability access and compliance with construction-related accessibility requirements and to develop educational resources for businesses in order to facilitate compliance with federal and state disability laws.
Asset Forfeiture	To account for monies obtained from seized assets of criminal activities. The funds are used solely to support law enforcement purposes.

(continued)

NON-MAJOR SPECIAL REVENUE FUNDS, Continued

Fund	Description
Construction/Demolition Ordinance Revenue	To account for deposits that are made in accordance with the City's Construction & Demolition Ordinance. Deposit are refunded if recycling goals are met. Otherwise, the deposits are forfeited and retained in the special revenue fund. The funds will be used to improve construction and demolition waste recycling facilities, education, and programs within the City.
Waste Management Community Benefit Payment	To account for contract extension fee received from Waste Management. The City Council has designated these funds for the community benefit purposes.
Gas Tax	To account for the City's share of State of California's Highway User Tax collected by the State that are legally restricted to the maintenance and improvement of City roads and streets.
RMRA	To account for the City's share of the State of California's Road Maintenance and Rehabilitation Account which is legally restricted to the maintenance and improvement of City roads and streets.
Traffic & Safety	To account for the revenue received from traffic fines which is restricted to City street repairs and traffic safety.
Fire Equipment	To account for property tax revenues designated for the purchase of equipment for the Fort Bragg Fire Department.
Mendocino Council of Governments (MCOG) Overall Work Program (OWP) Grants	To account for local transportation funds awarded for transportation planning and technical assistance.
OJ Park Maintenance Fund	To account for monies received from the Johnson Family Trust for the maintenance of OJ Park.

(continued)

NON-MAJOR SPECIAL REVENUE FUNDS, Continued

Fund	Description
Developer Deposits Accounts	To account for monies received from developers to cover City costs associated with development projects.
Federal and State Grant Special Revenue Funds:	
Community Development Block Grant Funds Unclassified Program Income	The Community Development Block Grant program provides competitive grants to enables local government to undertake a wide range of activities intended to create suitable living environments, provide decent affordable house, and create economic opportunities, primarily for persons of low and moderate income.
COPS AB1913	To account for monies received from the State or law enforcement services under the Citizens Option for Public Safety (COPS) Program. [the CSO funding was expended long ago; future funding may be acquired]
Bulletproof Vest Partnership Grant	To account for monies received under the Bulletproof Vest Partnership Grant Act. This program is designed to pay up to 50% of the cost of National Institute of Justice (NIJ) compliant armored vests purchases for local law enforcement.
CDBG Super NOFA	To account for CDBG grants awarded under the 2009 Recovery Act allocation for a housing project rehabilitation and under the 2010 General Allocation for two housing programs, public facility improvements, and a public service program.

(continued)

Fund	Description
STP D1 Streets & Highways Allocation	To account for the City's share of highways users' tax revenues that are legally restricted to the planning, construction, improvement, maintenance and operation of City roads and streets.
State Parks Prop 84 Grant	To account for monies received from the State of California for construction of the Fort Bragg Coastal Restoration and Trail project.
HCD HOME Grant	To account for Federal Funding to be used to re-establish a Housing Rehabilitation Loan program for qualified low- and moderate-income homeowners.
Other State Grants	To account for all other State Grants. Includes grant monies recevied from the State of California for purchase of off highway vehicles for use by the City Police Department.

(concluded)

City of Fort Bragg, California
Combining Balance Sheet
Nonmajor Special Revenue Funds
June 30, 2022

	General Plan Maintenance Fee	Housing	Parking
ASSETS			
Cash and investments	$ 139,061	$ 75,644	$ 34,791
Receivables:			
Intergovernmental	-	-	-
Loans/Notes receivable	-	-	-
Other receivable	-	-	-
Total assets	$ 139,061	$ 75,644	$ 34,791
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES			
Liabilities:			
Accounts payable	$ -	$ -	$ -
Due to other funds	-	-	-
Total liabilities:	-	-	-
Deferred inflows of resources:			
Unavailable revenue	-	-	-
Total deferred inflows of resources:	-	-	-
Total liabilities and deferred inflows	-	-	-
Fund Balances:			
Nonspendable	-	-	-
Restricted	-	-	-
Assigned	139,061	75,644	34,791
Unassigned (deficit)	-	-	-
Total fund balances	139,061	75,644	34,791
Total liabilities deferred inflows and fund balances	$ 139,061	$ 75,644	$ 34,791

Parkland Monitoring/ Reporting	State Tobacco License Fee	State Disability Access Fee	Asset Forfeiture	Construction/ Demolition Ordinance	Waste Management Community Benefit Pymt	Gas Tax
$ 128,478	$ 19,569	$ 19,107	$ 411,937	$ 598	$ 269	$ -
-	-	23	-	-	-	71,140
-	-	-	-	-	-	-
-	-	-	-	-	-	-
$ 128,478	$ 19,569	$ 19,130	$ 411,937	$ 598	$ 269	$ 71,140
$ -	$ -	$ 4,100	$ -	$ -	$ -	$ -
-	-	-	-	-	-	19,745
-	-	4,100	-	-	-	19,745
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	4,100	-	-	-	19,745
-	-	-	-	-	-	-
-	-	-	411,937	-	-	51,395
128,478	19,569	15,030	-	598	269	-
-	-	-	-	-	-	-
128,478	19,569	15,030	411,937	598	269	51,395
$ 128,478	$ 19,569	$ 19,130	$ 411,937	$ 598	$ 269	$ 71,140

(continued)

City of Fort Bragg, California
Combining Balance Sheet
Nonmajor Special Revenue Funds, continued
June 30, 2022

	RMRA	Traffic & Safety	Fire Equipment	MCOG Overall Work Plan
ASSETS				
Cash and investments	$ -	$ -	$ 212,855	$ -
Receivables:				
Intergovernmental	24,443	-	-	7,176
Loans/Notes receivable	-	-	-	-
Other receivable	-	-	3,740	-
Total assets	$ 24,443	$ -	$ 216,595	$ 7,176
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES				
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ -
Due to other funds	3,123	-	-	12,883
Total liabilities:	3,123	-	-	12,883
Deferred inflows of resources:				
Unavailable revenue	-	-	-	-
Total deferred inflows of resources:	-	-	-	-
Total liabilities and deferred inflows	3,123	-	-	12,883
Fund Balances:				
Nonspendable	-	-	-	-
Restricted	-	-	-	-
Assigned	21,320	-	216,595	-
Unassigned (deficit)	-	-	-	(5,707)
Total fund balances	21,320	-	216,595	(5,707)
Total liabilities deferred inflows and fund balances	$ 24,443	$ -	$ 216,595	$ 7,176

OJ Park Maintenance Fund	Developer Deposit Accounts	Federal and State Grant Funds	Total
$ 2,110	$ 88,079	$ 1,073,954	$ 2,206,452
-	-	948,695	1,051,477
-	-	201,407	201,407
-	-	-	3,740
$ 2,110	$ 88,079	$ 2,224,056	$ 3,463,076

$ -	$ 94,404	$ 300,640	$ 399,144
-	-	727,011	762,762
-	94,404	1,027,651	1,161,906
-	-	201,407	201,407
-	-	201,407	201,407
-	94,404	1,229,058	1,363,313
-	-	-	-
-	-	87,932	551,264
2,110	-	907,066	1,560,531
-	(6,325)	-	(12,032)
2,110	(6,325)	994,998	2,099,763
$ 2,110	$ 88,079	$ 2,224,056	$ 3,463,076

City of Fort Bragg, California
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Special Revenue Funds
For the year ended June 30, 2022

	General Plan Maintenance Fee	Housing	Parking
REVENUES:			
Taxes and assessments	$ -	$ -	$ -
Fines and forfeitures	-	-	-
Intergovernmental	-	-	-
Use of money and property	1,343	538	250
Total revenues	1,343	538	250
EXPENDITURES:			
Current:			
General government	70,022	-	-
Public safety	-	-	-
Public works	-	-	-
Community development	-	1,500	-
Total expenditures	70,022	1,500	-
REVENUES OVER (UNDER) EXPENDITURES	(68,679)	(962)	250
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	-
Transfers out	-	-	-
Total other financing sources and uses	-	-	-
REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING (USES)	(68,679)	(962)	250
FUND BALANCES (DEFICITS):			
Beginning of year	207,740	76,606	34,541
End of year	$ 139,061	$ 75,644	$ 34,791

Parkland Monitoring/ Reporting	State Tobacco License Fee	State Disability Access Fee	Asset Forfeiture	Construction/ Demolition Ordinance	Waste Management Community Benefit Pymt	Gas Tax
$ -	$ -	$ -	$ -	$ -	$ -	$ 6,764
-	-	-	46,855	-	-	-
-	2,590	2,955	-	-	-	206,401
899	130	122	2,833	-	-	824
899	2,720	3,077	49,688	-	-	213,989
-	-	156	-	-	-	-
-	-	-	32,704	-	-	-
-	-	-	-	-	-	217,262
-	-	-	-	-	-	-
-	-	156	32,704	-	-	217,262
899	2,720	2,921	16,984	-	-	(3,273)
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
899	2,720	2,921	16,984	-	-	(3,273)
127,579	16,849	12,109	394,953	598	269	54,668
$ 128,478	$ 19,569	$ 15,030	$ 411,937	$ 598	$ 269	$ 51,395

City of Fort Bragg, California

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

Nonmajor Special Revenue Funds, continued

For the year ended June 30, 2022

	RMRA	Traffic & Safety	Fire Equipment	MCOG Overall Work Plan
REVENUES:				
Taxes and assessments	$ -	$ -	$ 57,175	$ -
Fines and forfeitures	-	2,185	-	-
Intergovernmental	147,290	-	-	-
Use of money and property	-	-	1,247	-
Total revenues	147,290	2,185	58,422	-
EXPENDITURES:				
Current:				
General government	-	-	-	-
Public safety	-	2,185	-	-
Public works	147,430	-	-	12,623
Community development	-	-	-	-
Total expenditures	147,430	2,185	-	12,623
REVENUES OVER (UNDER) EXPENDITURES	(140)	-	58,422	(12,623)
OTHER FINANCING SOURCES (USES):				
Transfers in	21,460	-	-	-
Transfers out	-	-	-	-
Total other financing sources and uses	21,460	-	-	-
REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING (USES)	21,320	-	58,422	(12,623)
FUND BALANCES (DEFICITS):				
Beginning of year	-	-	158,173	6,916
End of year	$ 21,320	$ -	$ 216,595	$ (5,707)

OJ Park Maintenance Fund	Developer Deposit Account	Federal and State Grant Funds	Totals
$ -	$ -	$ -	$ 63,939
-	-	-	49,040
-	-	3,940,377	4,299,613
-	-	-	8,186
-	-	3,940,377	4,420,778
-	-	-	70,178
-	-	146,721	181,610
-	-	-	377,315
-	-	752,260	753,760
-	-	898,981	1,382,863
-	-	3,041,396	3,037,915
-	-	90,797	112,257
-	(5,198)	(2,100,521)	(2,105,719)
-	(5,198)	(2,009,724)	(1,993,462)
-	(5,198)	1,031,672	1,044,453
2,110	(1,127)	(36,674)	1,055,310
$ 2,110	$ (6,325)	$ 994,998	$ 2,099,763

City of Fort Bragg, California
Combining Balance Sheet
Federal and State Grant Special Revenue Funds
June 30, 2022

	CDBG Unclassified Program Income	COPS	CDBG Super NOFA
ASSETS			
Cash and investments	$ 7,025	$ 15,861	$ 34,496
Restricted cash and investments		-	-
Receivables:			
Intergovernmental	-	-	315,677
Loans/Notes receivable	-	-	-
Total assets	$ 7,025	$ 15,861	$ 350,173
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES			
Liabilities:			
Accounts payable	$ -	$ -	$ 244,258
Due to other funds	-	-	173,621
Total liabilities	-	-	417,879
Deferred inflows of resources:			
Unavailable revenue			
Total deferred inflows of resources:	-	-	-
Total liabilities and deferred inflows	-	-	417,879
Fund Balances:			
Restricted	7,025	15,861	-
Unassigned (deficit)	-	-	(67,706)
Total fund balances	7,025	15,861	(67,706)
Total liabilities deferred inflows and fund balances	$ 7,025	$ 15,861	$ 350,173

STP D1 Streets and Highway Allocation	State Parks Prop 84 Grant	HCD HOME Grant	Other State Grants	CDBG Grant	CDBG Grant Covid	Totals
$ 1,266	$ -	$ 15,000	$ 5,799	122,426	872,081	$ 1,073,954
-						
5,460	591	453,901	88,929	84,137	-	948,695
-	-	201,407		-	-	201,407
$ 6,726	$ 591	$ 670,308	$ 94,728	$ 206,563	$ 872,081	$ 2,224,056
$ -	$ -	$ -	$ 35,820	$ 14,407	6,155	$ 300,640
-	-	464,980	5,100	-	83,310	727,011
-	-	464,980	40,920	14,407	89,465	1,027,651
-	-	201,407	-	-	-	201,407
-	-	201,407	-	-	-	201,407
-	-	666,387	40,920	14,407	89,465	1,229,058
6,726	591	3,921	53,808	-	-	87,932
-	-	-	-	192,156	782,616	907,066
6,726	591	3,921	53,808	192,156	782,616	994,998
$ 6,726	$ 591	$ 670,308	$ 94,728	$ 206,563	$ 872,081	$ 2,224,056

(concluded)

City of Fort Bragg, California
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Federal and State Grant Special Revenue Funds
For the year ended June 30, 2022

	COPS	Bulletproof Vest Partnership Grant	CDBG Super NOFA
REVENUES:			
Intergovernmental	$ 161,285	$ 1,297	343,260
Total revenues	161,285	1,297	343,260
EXPENDITURES:			
Current:			
Public safety	145,424	1,297	-
Community development	-	-	381,808
Total expenditures	145,424	1,297	381,808
REVENUES OVER (UNDER) EXPENDITURES	15,861	-	(38,548)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	-
Transfers out	-	-	-
Total other financing sources and uses	-	-	-
REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING (USES)	15,861	-	(38,548)
FUND BALANCES (DEFICIT):			
Beginning of year	-	-	(29,158)
End of year	$ 15,861	$ -	$ (67,706)

STP D1 Streets and Highway Allocation	Other State Grants	CDBG Grant	CDBG Grant COVID	Totals
$ 84,001	$ 197,605	$ 2,280,848	$ 872,081	$ 3,940,377
84,001	197,605	2,280,848	872,081	3,940,377
-	-	-	-	146,721
-	132,328	155,575	82,549	752,260
-	132,328	155,575	82,549	898,981
84,001	65,277	2,125,273	789,532	3,041,396
-	-	90,797	-	90,797
(78,541)	-	(2,021,980)	-	(2,100,521)
(78,541)	-	(1,931,183)	-	(2,009,724)
5,460	65,277	194,090	789,532	1,031,672
1,266	(11,469)	(1,934)	(6,916)	(36,674)
$ 6,726	$ 53,808	$ 192,156	$ 782,616	$ 994,998

(concluded)

City of Fort Bragg, California
Combining Balance Sheet
Nonmajor Capital Projects Funds
June 30, 2022

	Coastal Trail
ASSETS	
Cash and investments	$ -
Total assets	$ -
LIABILITIES AND FUND BALANCES	
Liabilities:	
Accounts payable	$ -
Due to other funds	106,097
Total liabilities:	106,097
Fund Balances:	
Unassigned (deficit)	(106,097)
Total fund balances	(106,097)
Total liabilities and fund balances	$ -

City of Fort Bragg, California
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Capital Projects Fund
For the year ended June 30, 2022

	Coastal Trail
REVENUES:	
Intergovernmental	$ -
Other revenues	-
Total revenues	-
EXPENDITURES:	
Current:	
Community development	-
Capital outlay	1,504,213
Total expenditures	1,504,213
REVENUES OVER (UNDER) EXPENDITURES	(1,504,213)
OTHER FINANCING SOURCES (USES):	
Transfers in	1,618,929
Transfers out	-
Total other financing sources and uses	1,618,929
REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING (USES)	114,716
FUND BALANCES (DEFICITS):	
Beginning of year	(220,813)
End of year	$ (106,097)

INTERNAL SERVICE FUNDS

Fund Type	Description
Building Maintenance	Accounts for the maintenance of all City owned buildings
Information Technology Fund	Accounts for all activities of the City's computer networks, the costs of which are distributed among user departments using equitable formulas.
Fleet Services	Accounts for all activities of the City's central garage operations, the costs of which are distributed among designated user departments.

City of Fort Bragg, California
Combining Statement of Net Position
Internal Service Funds
For the year ended June 30, 2022

	Building Maintenance	Information Technology Fund	Fleet Services	Totals
ASSETS				
Current assets:				
Cash and investments	$ 680,261	$ 106,728	$ 1,143	$ 788,132
Total current assets	680,261	106,728	1,143	788,132
Noncurrent assets:				
Capital assets, net	59,891	15,372	1,332,193	1,407,456
Total noncurrent assets	59,891	15,372	1,332,193	1,407,456
Total assets	$ 740,152	$ 122,100	$ 1,333,336	$ 2,195,588
LIABILITIES AND NET POSITION				
Current liabilities:				
Accounts payable	$ 231	$ 21,320	17,985	$ 39,536
Accrued liabilities	-	6,902	-	6,902
Total current liabilities	231	28,222	17,985	46,438
Noncurrent liabilities:				
Compensated absences	-	-	-	-
Total liabilities	231	28,222	17,985	46,438
Net Position:				
Net investment in capital assets	59,891	15,372	1,332,193	1,407,456
Unrestricted	680,030	78,506	(16,842)	741,694
Total net position	739,921	93,878	1,315,351	2,149,150
Total liabilities and net position	$ 740,152	$ 122,100	$ 1,333,336	$ 2,195,588

City of Fort Bragg, California
Combining Statement of Revenues, Expenses, and Changes in Net Position
Internal Service Funds
For the year ended June 30, 2022

	Building Maintenance	Information Technology Fund	Fleet Services	Totals
OPERATING REVENUES:				
Interdepartmental charges	$ 200,959	$ 497,457	$ 342,308	$ 1,040,724
Other	12,543	-	-	12,543
Total operating revenues	213,502	497,457	342,308	1,053,267
OPERATING EXPENSES:				
Personnel services	105,998	103,598	150,439	360,035
Repairs and maintenance	15,603	1,964	51,986	69,553
Materials and supplies	-	413,880	99,556	513,436
Contractual services	-	390	439	829
Depreciation	-	15,450	69,881	85,331
Total operating expenses	121,601	535,282	372,301	1,029,184
OPERATING INCOME (LOSS)	91,901	(37,825)	(29,993)	24,083
NET INCOME (LOSS) BEFORE TRANSFERS	91,901	(37,825)	(29,993)	24,083
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total transfers	-	-	-	-
Change in net position	91,901	(37,825)	(29,993)	24,083
NET POSITION (DEFICIT):				
Beginning of year	648,020	131,703	1,345,344	2,125,067
End of year	$ 739,921	$ 93,878	$ 1,315,351	$ 2,149,150

City of Fort Bragg, California
Combining Statement of Cash Flows
Internal Service Funds
For the year ended June 30, 2022

	Building Maintenance	Information Technology Fund	Fleet Services	Totals
CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received from interfund services provided	$ 213,502	$ 497,457	$ 342,308	$ 1,053,267
Cash paid to suppliers for goods and services	(15,419)	(426,835)	(153,232)	(595,486)
Cash paid to employees for services	(105,998)	(99,734)	(150,439)	(356,171)
Net cash provided (used) by operating activities	92,085	(29,112)	38,637	101,610
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Transfers received	-	-	-	-
Transfers paid	-	-	-	-
Net cash provided (used) by noncapital financing activities	-	-	-	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Acquisition and construction of capital assets	(12,491)	-	(221,526)	(234,017)
Net cash (used) by capital and related financing activities	(12,491)	-	(221,526)	(234,017)
CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest on investments	-	-	-	-
Net cash provided by investing activities	-	-	-	-
Net increase (decrease) in cash and cash equivalents	79,594	(29,112)	(182,889)	(132,407)
CASH AND CASH EQUIVALENTS:				
Beginning of year	600,667	135,840	184,032	920,539
End of year	$ 680,261	$ 106,728	$ 1,143	$ 788,132
Reconciliation of income from operations to net cash provided (used) by operating activities:				
Operating income (loss)	$ 91,901	$ (37,825)	$ (29,993)	$ 24,083
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation	-	15,450	69,881	85,331
(Increase) decrease in current assets:				
Accounts receivable	-	-	-	-
Increase (decrease) in liabilities:				
Accounts payable	184	(10,601)	(1,251)	(11,668)
Accrued liabilities	-	3,864	-	3,864
Net cash provided by operating activities	$ 92,085	$ (29,112)	$ 38,637	$ 101,610

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STATISTICAL SECTION

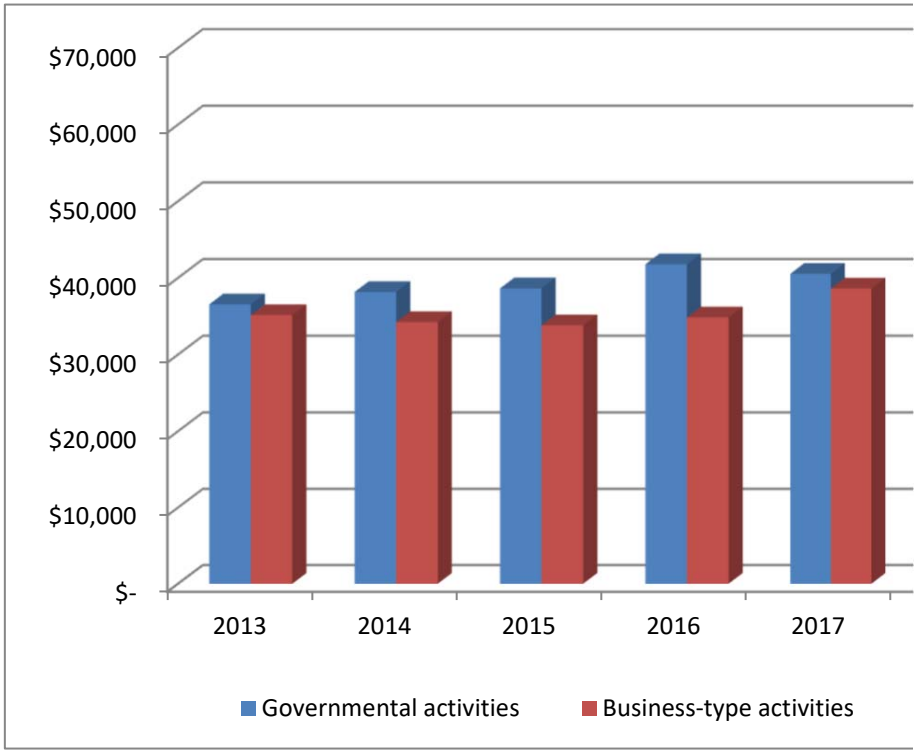
This part of the City of Fort Bragg's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, footnotes, and required supplementary information says about the City's overall financial health.

Contents	Page(s)
Financial Trends These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	130-140
Revenue Capacity generate revenues. Property taxes, sales and use taxes, charges for services, licenses, permits and fees and intergovernmental revenue are the City's most significant revenue sources.	141-149
Debt Capacity These schedules contain information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt	150-156
Demographic and Economic Information These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	158-159
Operating Information These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	160-162

City of Fort Bragg, California

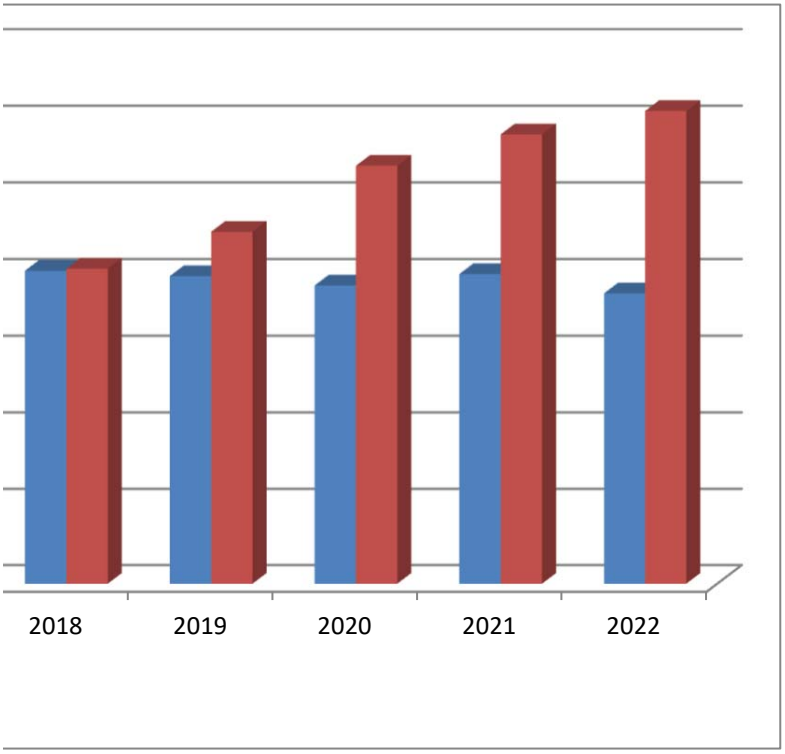
Net Position by Component
Last Ten Fiscal Years
(Fiscal year ended June 30)
(Accrual basis of accounting)
(In Thousands)

	2013	2014	2015	2016
Governmental activities				
Net investment in capital assets	$ 30,444	$ 31,944	$ 35,914	$ 38,647
Restricted	5,671	5,987	2,289	3,536
Unrestricted (deficit)	428	232	(203)	(399)
Total governmental activities net position	$ 36,543	$ 38,163	$ 38,625	$ 41,784
Business-type activities				
Net investment in capital assets	$ 30,764	$ 30,531	$ 30,047	$ 30,503
Restricted	72	101	108	108
Unrestricted (deficit)	4,294	3,603	3,649	4,232
Total business-type activities net position	$ 35,130	$ 34,235	$ 33,804	$ 34,843
Primary government				
Net investment in capital assets	$ 61,208	$ 62,475	$ 65,961	$ 69,150
Restricted	5,743	6,088	3,022	3,644
Unrestricted (deficit)	4,722	3,835	3,466	3,833
Total primary government net position	$ 71,673	$ 72,398	$ 72,429	$ 76,627



Source: City Finance Department

2017	2018	2019	2020	2021	2022
$ 39,523	$ 42,293	$ 41,400	$ 42,102	$ 41,686	$ 30,092
2,513	3,758	1,279	1,922	2,947	2,578
(1,518)	(5,115)	(2,456)	(5,026)	(4,140)	5,304
$ 40,518	$ 40,935	$ 40,223	$ 38,998	$ 40,493	$ 37,974
$ 31,597	$ 33,572	$ 37,806	$ 45,807	$ 46,331	$ 48,678
108	108	108	108	108	108
6,912	7,515	8,094	8,704	12,277	12,985
$ 38,617	$ 41,195	$ 46,008	$ 54,619	$ 58,716	$ 61,771
$ 71,119	$ 75,865	$ 79,206	$ 87,909	$ 88,017	$ 78,770
2,621	3,866	1,387	2,030	3,055	2,686
5,395	2,400	5,638	3,678	8,137	18,289
$ 79,135	$ 82,131	$ 86,231	$ 93,617	$ 99,209	$ 99,745



City of Fort Bragg, California

Changes in Net Position
Last Ten Fiscal Years
(Fiscal year ended June 30)

(Accrual basis of accounting)

(In Thousands)

	2013	2014	2015	2016
Expenses				
Governmental activities:				
General government	$ 2,708	$ 1,500	$ 2,593	$ 2,877
Public safety	3,399	3,851	3,663	4,187
Public works	1,874	2,176	2,435	2,108
Community development	1,529	3,485	840	1,700
Parks and recreation	-	-	-	-
Marketing and promotions	-	-	-	-
Interest and fiscal charges	49	42	30	26
Total governmental activities expenses	9,559	11,054	9,561	10,898
Business-type activities:				
Water	2,138	2,539	2,286	2,264
Sewer	3,063	3,095	2,801	2,897
C.V. Starr Center	2,236	2,262	2,382	2,292
Total business-type activities expenses	7,437	7,896	7,469	7,453
Total primary government expenses	16,996	18,950	17,030	18,351
Program revenues				
Governmental activities:				
Charges for services:				
General government	2,701	2,851	2,809	2,818
Public safety	40	72	50	289
Public works	5	34	102	344
Community development	100	58	-	30
Operating grants and contributions	1,572	1,567	4,702	725
Capital grants and contributions	303	1,818	2,383	3,762
Total governmental activities program revenues	4,721	6,400	10,046	7,968
Business-type activities:				
Charges for services:				
Water	2,404	2,229	2,496	2,624
Wastewater	3,197	3,004	3,194	3,332
C.V. Starr Center	591	635	706	722
Operating grants and contributions	-	-	-	-
Capital grants and contributions	-	-	-	-
Total business-type activities program revenues	6,192	5,868	6,396	6,678
Total primary government program revenues	10,913	12,268	16,442	14,646
Net (Expense)/Revenue				
Governmental activities	(4,838)	(4,654)	485	(2,930)
Business-type activities	(1,245)	(2,028)	(1,073)	(775)
Total primary government net expense	(6,083)	(6,682)	(588)	(3,705)

2017	2018	2019	2020	2021	2022
$ 2,221	$ 2,804	$ 2,384	$ 2,623	$ 3,581	$ 4,515
4,388	4,461	4,338	5,374	4,386	4,903
2,750	2,873	2,979	3,122	2,438	3,551
1,018	1,208	1,056	876	4,105	825
38	-	-	-	-	-
-	-	-	186	93	227
21	53	47	5	38	438
10,434	11,399	10,804	12,186	14,641	14,459
2,158	2,034	1,920	1,676	1,688	2,677
2,847	2,569	2,674	2,302	3,043	3,942
2,320	2,386	2,722	2,081	1,229	2,145
7,325	6,989	7,316	6,059	5,960	8,764
17,760	18,388	18,120	18,245	20,601	23,223
1,967	1,324	1,108	880	978	1,584
299	365	371	290	252	319
558	1,049	1,155	1,980	1,583	2,006
232	520	293	-	-	0
1,251	2,259	765	800	3,974	3,968
922	3,324	3,296	1,345	1,584	187
5,227	8,840	6,988	5,295	8,371	8,062
2,683	2,909	3,077	3,181	3,660	3,033
3,305	3,495	3,599	3,484	4,017	3,584
696	743	711	466	-	983
-	-	-	-	-	-
-	-	-	4,512	-	646
6,683	7,147	7,387	11,643	7,677	8,245
11,911	15,987	14,375	16,938	16,048	16,308
(5,207)	(2,558)	(3,817)	(6,891)	(6,270)	(6,397)
(642)	158	70	5,584	1,718	(519)
(5,849)	(2,400)	(3,747)	(1,307)	(4,552)	(6,915)

(continued)

City of Fort Bragg, California

Changes in Net Position
Last Ten Fiscal Years
(Fiscal year ended June 30)
(Accrual basis of accounting)
(In Thousands)

	2013	2014	2015	2016
Governmental activities:				
Taxes:				
Property taxes	924	943	909	1,007
Sales and use tax	2,390	2,490	2,523	2,458
Transient lodging tax	1,536	1,667	1,858	1,948
Franchise taxes	482	496	493	491
Other taxes	203	411	435	403
Use of money and property	103	45	87	113
Unrealized gains and losses	-	-	-	-
Other general revenues	81	222	67	120
Special Items				
Transfer in (out)	(17)	(1)	(89)	(451)
Extraordinary item: Redevelopment dissolution	-	-	-	-
Total governmental activities	5,702	6,273	6,283	6,089
Business-type activities:				
Property taxes	231	216	234	220
Sales and use tax	772	811	807	846
Use of money and property	8	33	42	27
Other revenues	98	72	161	271
Transfer in (out)	17	1	89	451
Total business-type activities	1,126	1,133	1,333	1,815
Total primary government	6,828	7,406	7,616	7,904
Changes in Net Position				
Governmental activities	864	1,619	6,768	3,159
Business-type activities	(119)	(895)	260	1,040
Total primary government	$ 745	$ 724	$ 7,028	$ 4,199

Source: City Finance Department

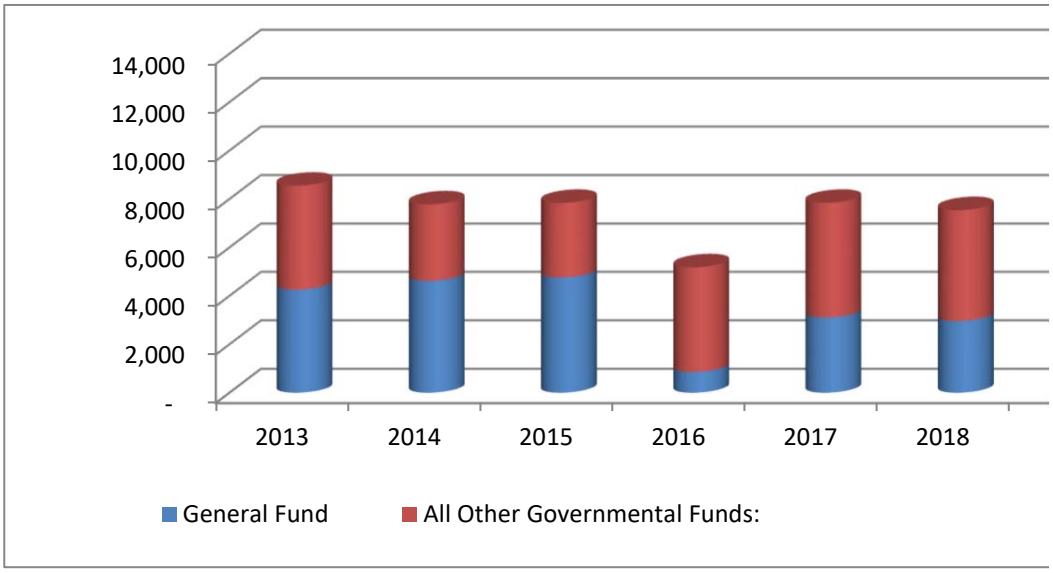
2017	2018	2019	2020	2021	2022
1,084	1,035	1,075	1,157	1,152	1,214
2,414	1,785	1,728	2,743	3,127	3,427
2,149	2,619	2,640	2,204	3,322	3,445
-	-	-	590	626	654
674	719	762	185	185	198
(23)	(110)	66	107	112	-
-	-	195	228	(124)	(8)
151	61	8	24	266	28
(507)	-	-	-	-	-
(2,003)	(898)	(1,029)	(1,573)	(901)	(1,939)
-	-	-	-	-	-
3,940	5,210	5,445	5,665	7,765	7,018
234	236	249	236	263	269
881	915	879	945	1,100	1,211
56	98	168	178	115	104
1,242	272	77	95	-	50
2,003	898	1,029	1,573	901	1,939
4,416	2,420	2,402	3,027	2,379	3,573
8,356	7,630	7,847	8,692	10,144	10,592
(1,267)	2,652	1,628	(1,226)	1,495	622
3,774	2,578	2,472	8,611	4,097	3,055
$ 2,507	$ 5,230	$ 4,100	$ 7,385	$ 5,592	$ 3,676

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City of Fort Bragg, California
Fund Balances of Governmental
Last Ten Fiscal Years
(Fiscal year ended June 30)
(Modified accrual basis of accounting)

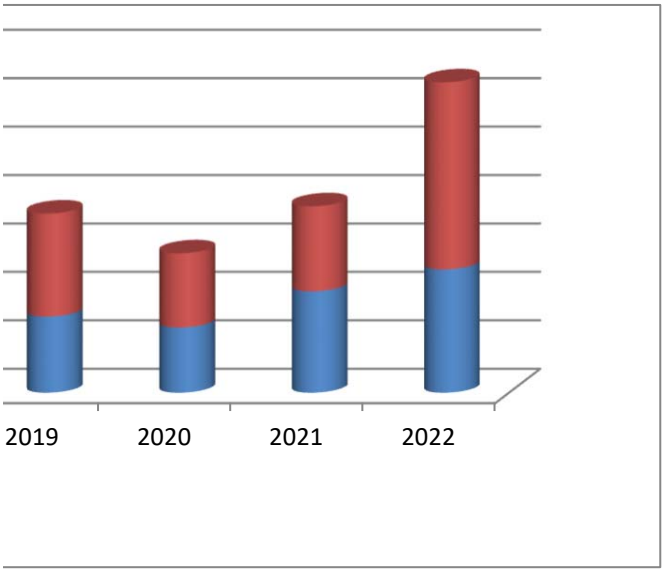
(In Thousands)

	2013	2014	2015	2016	2017
General Fund:					
Nonspendable	$ 248	$ 185	$ 205	$ 66	$ 4
Committed				-	2,135
Unassigned	4,007	4,434	4,553	790	968
Total general fund	4,255	4,619	4,758	856	3,107
All Other Governmental Funds:					
Restricted	4,590	4,598	2,914	3,536	2,530
Assigned	-	-	1,322	1,116	1,472
Unassigned (deficit)	(299)	(1,441)	(1,157)	(331)	731
Total all other governmental funds	4,291	3,157	3,079	4,321	4,733
Total all governmental funds	$ 8,546	$ 7,776	$ 7,837	$ 5,177	$ 7,839



Source: City Finance Department

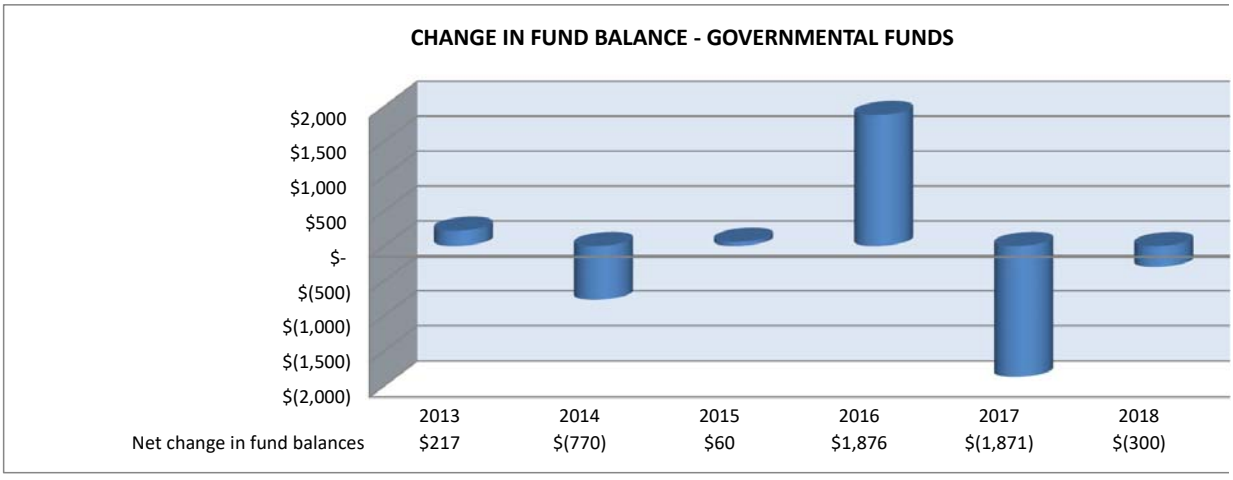
2018	2019	2020	2021	2022
$ 94	$ 9	$ 3	$ 7	$ 12
1,694	1,682	2,160	2,679	2,679
1,172	1,451	529	1,498	2,401
2,959	3,142	2,692	4,184	5,092
3,758	1,267	1,922	2,947	6,078
1,292	3,005	1,426	814	1,790
(470)	(16)	(284)	(248)	(144)
4,580	4,256	3,064	3,513	7,724
$ 7,539	$ 7,398	$ 5,756	$ 7,697	$ 12,816



City of Fort Bragg, California

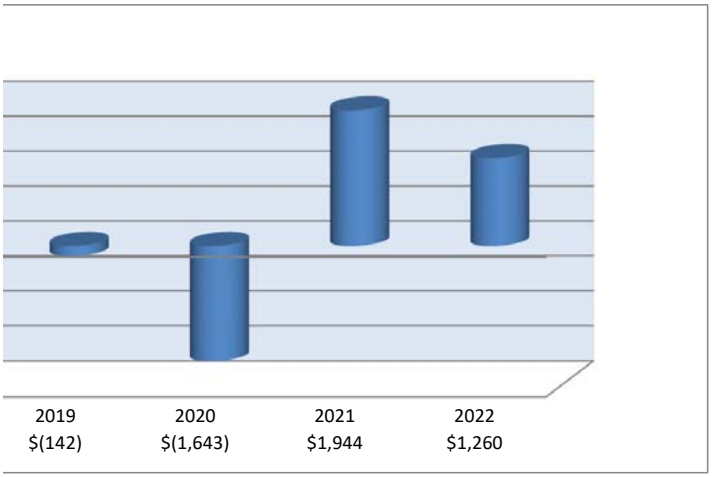
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Fiscal year ended June 30)
(Modified accrual basis of accounting)
(In Thousands)

Revenues:	2013	2014	2015	2016	2017
Taxes and assessments	$ 5,579	$ 5,810	$ 4,949	$ 5,067	$ 6,486
Intergovernmental	1,897	2,946	7,463	5,219	1,847
Charges for services	2,564	2,907	457	242	203
Fines, forfeitures and penalties	23	28	178	162	211
Licenses and permits	260	234	254	273	97
Use of money and property	103	84	120	174	55
Unrealized gains and losses	-	-	-	-	-
Reimbursements	-	-	2,930	3,413	2,345
Other	80	240	59	127	210
Total revenues	10,506	12,249	16,410	14,677	11,454
Expenditures:					
Current:					
General government	2,179	1,549	2,875	2,685	2,548
Public safety	3,410	3,829	3,581	4,100	4,233
Public works	1,472	1,594	3,469	1,874	1,902
Community development	2,191	3,460	834	1,693	1,011
Marketing and promotions	-	-	-	-	-
Cost allocations	-	-	-	-	-
Capital outlay	874	2,431	5,058	1,725	1,992
Debt Service:					
Principal Retirement	107	112	116	120	127
Interest and fiscal charges	40	36	31	26	21
Total expenditures	10,273	13,011	15,964	12,223	11,834
Reconciliation of Governmental Revenues					
Less Expenditures to Fund Equity:					
Revenues over (under) expenditures	$ 233	$ (762)	$ 446	$ 2,454	$ (380)
Other financing sources (uses):					
Proceeds from sales of assets	-	-	-	-	-
Extraordinary loss on dissolution of redevelopment	-	-	-	-	-
Transfers in	1,950	1,091	5,683	2,714	3,775
Transfers out	(1,966)	(1,099)	(6,069)	(3,292)	(5,266)
Total other financing sources (uses)	(16)	(8)	(386)	(578)	(1,491)
Net change in fund balances	$ 217	$ (770)	$ 60	$ 1,876	$ (1,871)
Debt service as a percentage of noncapital expenditures	1.56%	1.40%	1.35%	1.39%	1.50%



Source: City Finance Department

2018	2019	2020	2021	2022
$ 7,131	$ 7,138	$ 6,878	$ 8,412	$ 8,937
4,592	772	2,702	5,883	4,487
139	128	61	47	65
84	118	112	103	146
132	128	97	92	86
126	213	409	13	(34)
-	195	-	-	-
2,691	2,453	2,335	2,247	3,278
82	37	22	264	23
14,976	11,182	12,616	17,061	16,989
2,881	2,522	2,094	2,256	3,319
4,383	4,189	5,029	4,094	4,507
1,947	1,968	1,901	1,847	1,966
1,201	1,050	846	4,368	1,134
-	-	186	93	227
-	-	475	478	789
3,780	282	1,975	415	1,504
169	169	180	38	-
17	17	5	-	358
14,378	10,197	12,691	13,589	13,806
$ 598	$ 985	$ (75)	$ 3,472	$ 3,184
-	-	6	9	16
-	-	-	-	-
2,944	2,830	616	866	1,788
(3,843)	(3,957)	(2,190)	(2,403)	(3,727)
(898)	(1,127)	(1,568)	(1,528)	(1,924)
$ (300)	$ (142)	$ (1,643)	$ 1,944	$ 1,260
1.75%	1.88%	1.73%	0.29%	2.91%



City of Fort Bragg, California

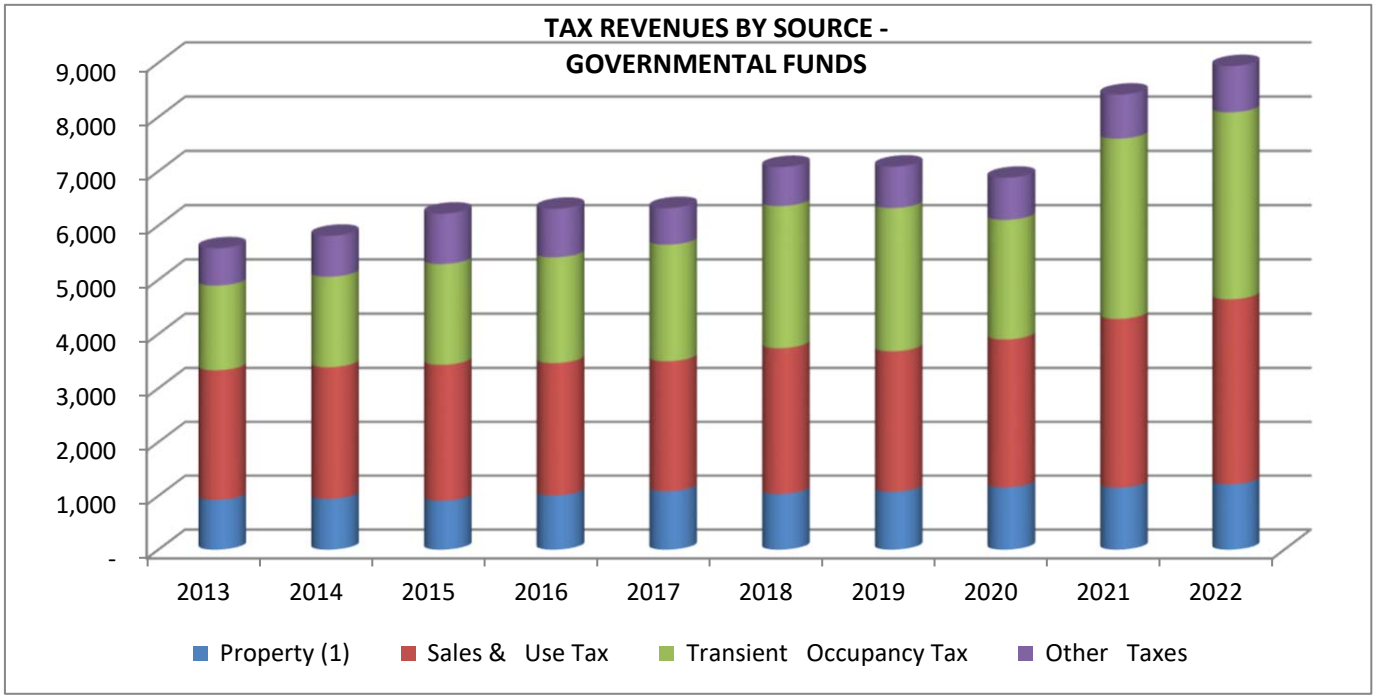
Governmental Fund Tax Revenue By Source

Last Ten Fiscal Years

(Modified accrual basis of accounting)

(In Thousands)

Fiscal Year Ended June 30,	Property (1)	Sales & Use Tax	Transient Occupancy Tax	Other Taxes	Total
2013	924	2,409	1,561	685	5,579
2014	943	2,445	1,668	754	5,810
2015	909	2,523	1,858	928	6,218
2016	1,007	2,458	1,948	894	6,307
2017	1,084	2,414	2,149	674	6,321
2018	1,035	2,705	2,619	719	7,078
2019	1,075	2,607	2,640	762	7,085
2020	1,157	2,743	2,204	775	6,879
2021	1,152	3,127	3,322	811	6,879
2022	1,214	3,427	3,445	852	8,937



(1) Decrease in property taxes beginning in fiscal year 2012 relates to the dissolution of the Redevelopment Agency. Upon the dissolution of the Redevelopment Agency on February 1, 2012, property taxes received by the Redevelopment Successor Agency are reported in a private-purpose trust fund and therefore are excluded from the activities of the primary government.

Source: City Finance Department

City of Fort Bragg, California
Principal Sales Tax Producers
Last Fiscal Year and Nine Years Ago

2021-22		2012-13	
Taxpayer	**Business Type**	**Taxpayer**	**Business Type**
Arco AM/PM Mini Marts	Service Stations	Amerigas Propane	Energy Sales
Boatyard Tobacco	Miscellaneous Retail	Canclini TV & Appliance	Furniture/Appliance
Canclini TV & Appliance	Furniture/Appliance	Chevron Service Stations	Service Stations
Chevron Service Stations	Service Stations	Coast to Coast Hardware	Bldg.Matls-Retail
CVS Pharmacy	Drug Stores	CVS Pharmacy	Drug Stores
Denny's Restaurants	Restaurants	Denny's Restaurant	Restaurants
Dollar Tree Stores	Department Stores	Fort Bragg Feed & Pet	Miscellaneous Retail
Geo Aggregates	Bldg.Matls-Whsle	Harvest Market	Food Markets
Harvest Market	Food Markets	Kemppe Liquid Gas	Energy Sales
Kemppe Liquid Gas	Energy Sales	Mcdonald's Restaurants	Restaurants
Mcdonald's Restaurants	Restaurants	Mendo Mill & Lumber Company	Bldg.Matls-Retail
Mendo Mill & Lumber Company	Bldg.Matls-Retail	Mendocino Coast Petroleum	Energy Sales
Noyo Harbor Inn	Restaurants	Mendocino County Hydrogarden	Florist/Nursery
O'Reilly Auto Parts	Auto Parts/Repair	O'Reilly Auto Parts	Auto Parts/Repair
Redwood Coast Fuels	Energy Sales	Rhoads Auto Parts	Auto Parts/Repair
Restaurante Los Gallitos	Restaurants	Rite Aid Drug Stores	Drug Stores
Rino Service Stations	Service Stations	Rossi's Building Materials	Bldg.Matls-Retail
Rite Aid Drug Stores	Drug Stores	Safeway Stores	Food Markets
Rossi Building Materials	Bldg.Matls-Retail	Sears Hometown Stores	Furniture/Appliance
Safeway Stores	Food Markets	Speedex Service Station	Service Stations
Sinclair Service Stations	Service Stations	Sport Chrysler Jeep Dodge	Auto Sales - New
Sport Chrysler-Jeep-Dodge	Auto Sales - New	The Brewery Shop	Restaurants
Taco Bell	Restaurants	Two Short Sales	Bldg.Matls-Whsle
The Brewery Shop	Restaurants	Union 76 Service Stations	Service Stations
True Value Hardware	Bldg.Matls-Retail	Walsh Oil Company	Energy Sales

Source: MuniServices, LLC / Avenu Insights & Analytics

City of Fort Bragg, California

Historical Sales Tax Amounts by Benchmark Year

Last Ten Fiscal Years

CDTFA NAICS SECTOR	2022Q1	2021Q1	2020Q1	2019Q1
Accommodation and Food Services	309,030	219,572	261,579	270,483
Agriculture, Forestry, Fishing and Hunting	9,847	6,929	11,023	9,978
Arts, Entertainment, and Recreation	8,183	189	5,903	5,394
Educational Services	617	866	1,331	2,082
Information	12,475	7,167	7,675	9,327
Manufacturing	4,092	5,144	8,677	8,236
Mining, Quarrying, and Oil and Gas Extraction	92,471	68,020	82,665	86,275
Other Services (except Public Administration)	31,829	27,773	31,619	31,125
Professional, Scientific, and Technical Services	4,799	4,443	5,929	5,892
Real Estate and Rental and Leasing	3,276	4,114	2,239	2,712
Retail Trade	1,180,435	1,044,381	1,051,144	1,044,560
Utilities	55,570	45,615	52,631	56,094
All Other NAICS Sectors	27,830	23,324	21,707	21,418
TOTAL	**1,740,455**	**1,457,538**	**1,544,122**	**1,553,576**

Source: MuniServices, LLC / Avenu Insights & Analytics

2018Q1	2017Q1	2016Q1	2015Q1	2014Q1	2013Q1
282,205	261,139	233,034	218,376	201,158	200,023
3,547	7,404	11,516	6,866	2,625	2,972
3,516	3,469	3,454	4,002	4,407	3,829
7,876	7,499	8,318	6,932	7,927	3,006
5,569	4,825	4,031	6,163	7,182	7,828
7,106	6,312	4,704	4,951	4,444	6,102
73,796	56,363	62,526	80,000	113,954	112,609
30,343	31,197	31,897	31,049	27,496	27,573
7,944	7,989	8,627	8,693	7,599	7,836
2,455	2,525	2,525	2,944	2,893	3,394
1,055,670	987,423	990,177	983,868	980,587	989,808
39,654	39,438	40,014	37,326	32,788	30,289
21,025	18,791	18,414	8,834	5,016	4,953
1,540,707	**1,434,374**	**1,419,237**	**1,400,004**	**1,398,075**	**1,400,221**

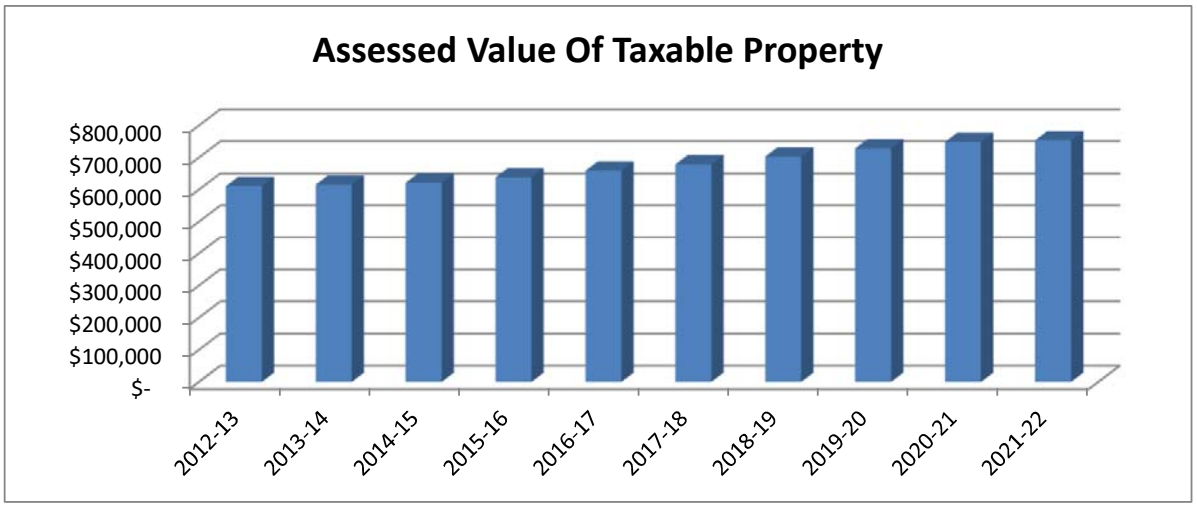
City of Fort Bragg, California

Assessed Value and Estimated Actual Value of Taxable Property, City Wide

Last Ten Fiscal Years

(In Thousands)

Fiscal Year End	Secured Property*	Unsecured Property	Taxable Assessed Value	% Change	Total Direct Tax Rate (1)	Estimated Actual Taxable Value (2)	Factor of Taxable Assessed Value (2)
2012-13	$ 579,450	$ 31,513	$ 610,963	-3.4%	1.113100	611,333	1.000606
2013-14	$ 585,992	$ 29,641	$ 615,633	0.8%	1.125000	624,469	1.014352
2014-15	$ 590,079	$ 31,347	$ 621,426	0.9%	1.127000	689,061	1.108838
2015-16	$ 607,137	$ 31,275	$ 638,412	2.7%	1.132000	702,975	1.101131
2016-17	$ 626,121	$ 32,889	$ 659,009	3.2%	1.133000	852,603	1.293765
2017-18	$ 646,586	$ 32,288	$ 678,874	6.3%	1.133000	902,380	1.329231
2018-19	$ 671,692	$ 31,556	$ 703,249	6.7%	1.138000	918,610	1.306238
2019-20	$ 695,389	$ 33,240	$ 728,629	7.3%	1.131000	1,021,566	1.402039
2020-21	$ 715,581	$ 33,149	$ 748,730	6.5%	1.124000	805,819	1.076248
2021-22	$ 720,807	$ 32,899	$ 753,706	3.4%	1.137000	886,049	1.175590



Source: Mendocino County Assessor data, MuniServices, LLC / Avenu Insights & Analytics

*Secured Property is net of all exemptions and includes Unitary value.

(1.) Total tax rate is represented by TRA 001-001.

(2.) Estimated Actual Value is derived from a series of calculations comparing median assessed values from 1940 to current median sale prices. Based on these calculations a multiplier value was extrapolated and applied to current assessed values.

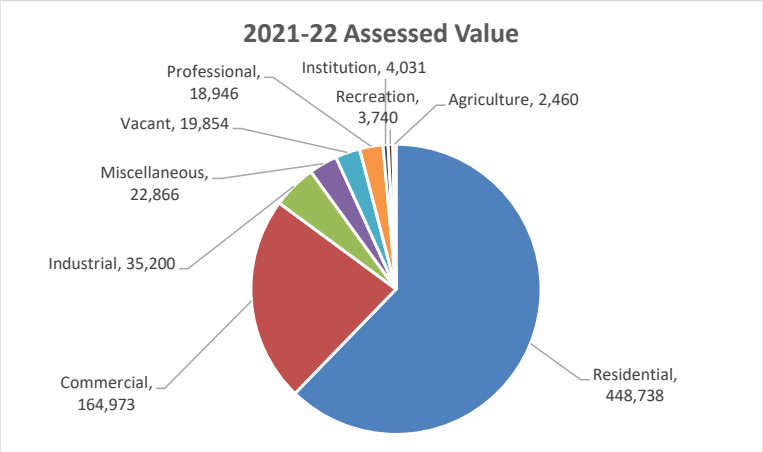
City of Fort Bragg, California

Assessed Value of Property by Use Code, City Wide

Last Nine Fiscal Years

(In Thousands)

Category	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Residential	347,694	351,259	357,224	369,852	393,470	375,474	395,888	410,229	428,620	448,738
Commercial	164,165	165,103	163,032	167,141	150,666	153,767	156,832	160,042	163,238	164,973
Industrial	30,593	36,342	36,807	37,595	37,908	38,037	39,021	40,900	39,219	35,200
Miscellaneous	689	698	701	735	1,120	31,285	31,187	33,043	33,941	22,866
Vacant	21,552	18,931	18,682	18,963	21,162	21,817	23,423	24,116	22,554	19,854
Professional	0	0	0	179	9,804	19,769	20,036	20,413	20,817	18,946
Institution	3,931	4,024	4,285	4,513	4,515	3,761	2,691	3,926	4,429	4,031
Recreation	9,119	7,905	7,593	6,391	7,101	2,676	2,613	2,719	2,762	3,740
Agriculture	34	33	34	34	34	0	0	0	0	2,460
Unitary	543	542	543	543	340	0	0	0	0	0
Unknown	1,130	1,149	1,178	1,192	0	0	0	0	0	0
Net Secured Value	230,626	233,578	590,079	607,137	626,121	646,586	671,692	695,389	715,581	720,807
Unsecured	31,513	29,641	31,347	31,275	32,889	32,288	31,556	33,240	33,149	32,899
Net Taxable Value	262,139	263,219	621,426	638,412	659,009	678,874	703,249	728,629	748,730	753,706



Source: Mendocino County Assessor data, MuniServices, LLC / Avenu Insights & Analytics
Use code categories are based on Mendocino County Assessor's data

City of Fort Bragg

Direct and Overlapping Property Tax Rates

Last Ten Fiscal Years

	2012-13	2013-14	2014-15	2015-16	2016-17
COUNTY GENERAL FUND	0.745000	0.745000	0.745000	0.745000	0.745000
CITY OF FORT BRAGG	0.255000	0.255000	0.255000	0.255000	0.255000
TOTAL	1.000000	1.000000	1.000000	1.000000	1.000000
Override Assessments					
LOCAL SPECIAL DISTRICSTS	0.012000	0.011000	0.026000	0.025000	0.018000
SCHOOLS	0.119000	0.114000	0.101000	0.107000	0.115000
TOTAL	0.131000	0.125000	0.127000	0.132000	0.133000
TOTAL TAX RATE	1.131000	1.125000	1.127000	1.132000	1.133000

Source: Mendocino County Auditor/Controller data, MuniServices, LLC / Avenu Insights & Analytics
TRA 001-001 is represented for this report
Rates are not adjusted for ERAF

2017-18	2018-19	2019-20	2020-21	2021-22
0.745000	0.745000	0.745000	0.745000	0.745000
0.255000	0.255000	0.255000	0.255000	0.255000
1.000000	1.000000	1.000000	1.000000	1.000000
0.026000	0.024000	0.024000	0.023000	0.023000
0.107000	0.114000	0.107000	0.101000	0.114000
0.133000	0.138000	0.131000	0.124000	0.137000
1.133000	1.138000	1.131000	1.124000	1.137000

City of Fort Bragg, California

Principal Property Tax Payers

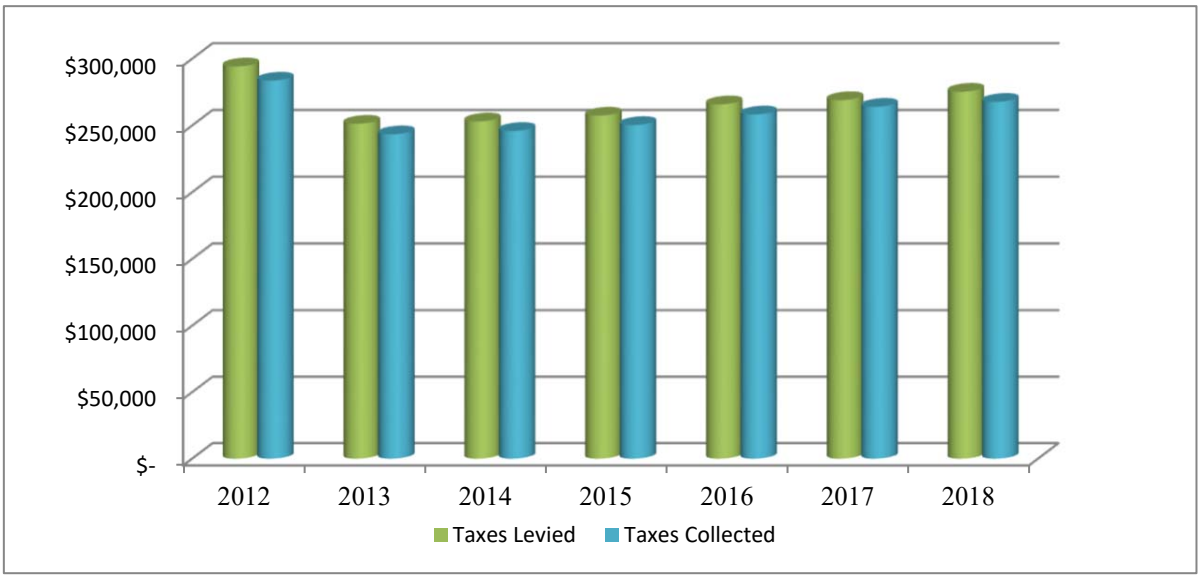
Last Fiscal Year and Nine Years Ago

	2021-22*		2012-13	
Taxpayer	Taxable Value ($)	Percent of Total City Taxable Value (%)	Taxable Value ($)	Percent of Total City Taxable Value (%)
Rap Investors Lp	11,843,301	1.57%	8,284,562	1.36%
Boatyard Associates Phase	10,775,144	1.43%	9,287,877	1.52%
Safeway Inc	7,245,159	0.96%	7,143,415	1.17%
Colombi Jeanette Succttee	5,221,623	0.69%	4,834,956	0.79%
Hurst Jason S Ttee	5,037,971	0.67%	4,412,754	0.72%
Georgia Pacific Corporation	4,778,965	0.63%	25,132,882	4.11%
Tanti Family Ii Llc	4,774,830	0.63%		
Kao Kuami	4,750,608	0.63%	4,135,783	0.68%
Ansari Ghulam Murtaza & Te	4,717,607	0.63%		
Kashi Keshav Investments L	4,640,047	0.62%	4,165,017	0.68%
Grosvenor Van Ness Associa	4,412,736	0.59%	3,805,392	0.62%
Longs Drug Stores Californ	4,096,114	0.54%	3,816,173	0.62%
Ray Ronald R Ttee	4,065,101	0.54%		
Fort Bragg Hotel Llc	3,747,141	0.50%		
Snb Govind Corporation	3,412,886	0.45%		
Fort Bragg Investments Llc	3,262,530	0.43%		
Mendocino Railway	3,141,922	0.42%		
Noyo Harbor Inn Llc	3,002,229	0.40%		
Moura Senior Housing	2,868,570	0.38%	3,333,408	0.55%
Rbj & Associates Llc	2,792,955	0.37%	2,483,104	0.41%
Kemppe Liquid Gas Corporat	2,727,353	0.36%	2,427,248	0.40%
Taubold Timothy E Ttee	2,722,713	0.36%		
Miller Helen Ttee	2,706,046	0.36%	2,409,977	0.39%
Communities Moving Forward	2,673,967	0.35%		
I Lodge Properties Group L	2,606,158	0.35%		
Tradewinds Lodge			7,330,660	1.20%
Feil Scott E Diana E			5,955,220	0.97%
Comcast			3,880,723	0.64%
Affinito Dominic J Juliette C			3,547,598	0.58%
North Otown Industrial Center			3,503,576	0.57%
Braxton Senior Living Property			3,418,263	0.56%
North Coast Brewery			3,151,272	0.52%
Anderson Logging Inc.			3,076,905	0.50%
Keaton Richard J Julie			2,948,159	0.48%
Noyo Vista Inc.			2,903,543	0.48%
De Lage Landen Operational Ser			2,529,981	0.41%
Total Top 25 Taxpayers	112,023,676	14.86%	127,918,448	20.94%
Total Taxable Value	753,705,828	100.00%	610,963,006	100.00%

Source: Mendocino County Assessor data, MuniServices, LLC / Avenu Insights & Analytics

City of Fort Bragg, California
Property Tax Levies and Collections
For the last ten fiscal years

Fiscal Year Ended June 30,	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy	
		Amount	Percentage of Levy
2012	$ 294,235	$ 283,594	96.4%
2013	251,307	243,397	96.9%
2014	253,017	245,915	97.2%
2015	257,387	250,358	97.3%
2016	265,826	258,276	97.2%
2017	268,987	264,012	98.2%
2018	275,316	267,695	97.2%
2019	N/A	N/A	N/A
2020	N/A	N/A	N/A
2021	N/A	N/A	N/A



Note: Mendocino County does not track collections of delinquent taxes by year in subsequent years.

Source: Mendocino County Auditor-Controller's Office

City of Fort Bragg, California

Ratios of Outstanding Debt by Type

Last Ten Fiscal Years

(In Thousands, Except Per Capita Amount)

Fiscal Year Ended June 30,	Governmental Activities			Business-type Activities		
	Certificates of Participation	Lease Revenue Bond	Total Governmental Activities	Certificates of Participation	Notes Payable	Capital Leases
2013	$ 842	$ -	$ 842	$ 3,013	$ 1,375	$ 457
2014	777	-	777	3,217	1,314	367
2015	660	-	660	2,896	1,207	240
2016	539	-	539	2,578	1,102	123
2017	412	-	412	2,252	975	-
2018	280	-	280	1,913	846	-
2019	143	-	143	6,568	741	-
2020	-	-	-	6,182	633	-
2021	-	-	-	5,791	529	-
2022	-	11,399	11,399	5,392	423	-

N/A indicates information is not available

(1) See Schedule of Demographic and Economic Statistics for personal and per capita data.

Source: City Finance Department

Total Business-type Activities	Total Primary Government	Percentage of Personal Income [1]	Per Capita [1]
$ 4,845	$ 5,687	3.9%	$ 778
4,898	5,675	3.7%	772
4,343	5,003	3.2%	681
3,803	4,342	2.7%	566
3,227	3,639	2.1%	474
2,759	3,039	1.7%	405
7,309	7,452	4.2%	992
6,815	6,815	3.6%	918
6,320	6,320	3.1%	853
5,815	17,214	7.6%	2,407

City of Fort Bragg, California

Legal Debt Margin Information

Last Ten Fiscal Years

(Fiscal year ended June 30)

(Dollars in thousands)

	2013	2014	2015	2016
Assessed Value	$ 579,450	$ 585,992	$ 590,079	$ 607,137
Conversion Percentage	25%	25%	25%	25%
Adjusted Assessed Value	144,863	146,498	147,520	151,784
Debt Limit Percentage	15%	15%	15%	15%
Debt limit	21,729	21,975	22,128	22,768
Total net debt applicable to limit	-	-	-	-
Legal debt margin	$ 21,729	$ 21,975	$ 22,128	$ 22,768
Total net debt applicable to the limit as a percentage of debt limit	0%	0%	0%	0%

Notes: The Government Code of the State of California provides for a legal debt limit of 15% of gross assessed secured tax valuation. However, this provision was enacted when assessed valuation was based upon 25% of market value. Effective with the 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The computations shown above reflect a conversion of the assessed value for each fiscal year from the current full valuation perspective to the 25% level that was in effect at the time that the legal debt margin was enacted by the State of California for local governments located within the state.

Source: City Finance Department

2017	2018	2019	2020	2021	2022
$ 626,121	$ 646,586	$ 671,692	$ 695,389	$ 715,581	$ 720,807
25%	25%	25%	25%	25%	25%
156,530	161,647	147,520	173,847	178,895	180,202
15%	15%	15%	15%	15%	15%
23,480	24,247	22,128	26,077	26,834	27,030
-	-	-		-	11,440
$ 23,480	$ 24,247	$ 22,128	$ 26,077	$ 26,834	$ 15,590
0%	0%	0%	0%	0%	73%

City of Fort Bragg, California
Direct and Overlapping Debt
Current Year
June 30, 2022

2021-22 Assessed Valuation:	$ 759,543,386		
OVERLAPPING TAX AND ASSESSMENT DEBT:	Total Debt 6/30/2022	% Applicable [1]	City's Share of Debt 6/30/2022
Redwoods Joint Community College District	$ 22,115,000	3.608%	$ 797,909
Fort Bragg Unified School District	38,821,009	37.301%	14,480,625
Mendocino Coast Hospital District	4,002,424	20.458%	818,816
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT			$ 16,097,350
OVERLAPPING GENERAL FUND DEBT:			
Mendocino County Certificates of Participation	13,430,000	5.860%	$ 786,998
Mendocino County Pension Obligation Bonds	33,915,000	5.860%	1,987,419
City of Fort Bragg General Fund Obligations	11,440,000	100.000%	11,440,000
TOTAL OVERLAPPING GENERAL FUND DEBT			$ 14,214,417
OVERLAPPING TAX INCREMENT DEBT (Successor Agency):	3,015,000	100.000%	3,015,000
DIRECT DEBT			**$ 11,440,000**
TOTAL OVERLAPPING DEBT			$ 21,886,767
COMBINED TOTAL DEBT			$ 33,326,767 [2]

(1) The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2021-22 Assessed Valuation:	
Direct Debt	2.12%
Total Overlapping Tax and Assessment Debt	1.51%
Combined Total Debt	4.39%
Ratios to Redevelopment Successor Agency Incremental Valuation ($214,357,696):	
Total Overlapping Tax Increment Debt	1.41%

Source: Avenu Insights & Analytics
California Municipal Statistics, Inc.

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City of Fort Bragg, California

Pledged Revenue Coverage

For the Last Ten Fiscal Years

(Dollars in Thousands)

Fiscal Year Ended June 30,	Business-type Activities Water Fund Debt						
	Revenues & Transfers	Less: Operating Expenses [1]	Net Available Revenue	Debt Service Principal	Debt Service Interest	Total Debt Service	Coverage
2013	$ 2,420	$ 1,623	$ 797	$ 327	$ 151	$ 478	1.7
2014	2,172	1,953	219	369	171	540	0.4
2015	2,595	1,806	789	493	147	640	1.2
2016	3,085	1,834	1,251	490	132	622	2.0
2017	3,534	1,378	2,156	505	75	580	3.7
2018	2,909	1,592	1,317	390	62	452	2.9
2019	3,077	1,480	1,597	395	53	449	3.6
2020	3,181	1,275	1,905	406	74	480	4.0
2021	3,660	1,303	2,357	410	65	475	5.0
2022	3,033	2,256	777	418	55	473	1.6

[1] Operating expenses exclude depreciation

Source: City Finance Department

Business-type Activities
Sewer Fund Debt

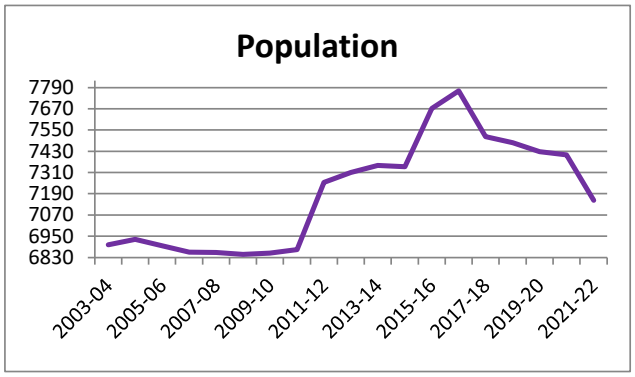
Revenues & Transfers	Less: Operating Expenses [1]	Net Available Revenue	Debt Service Principal	Debt Service Interest	Total Debt Service	Coverage
$ 3,263	$ 2,733	$ 530	$ 40	$ 17	$ 57	9.3
2,985	2,633	352	45	17	62	5.7
3,184	2,470	714	45	16	61	11.7
3,322	2,568	754	50	12	62	12.2
4,457	2,189	2,268	50	9	59	38.4
3,495	2,270	1,225	55	6	61	20.1
5,938	2,321	3,617	55	13	68	53.2
8,128	1,913	6,215	86	85	181	36.3
4,017	2,129	1,888	87	98	185	10.2
3,584	3,015	569	87	98	185	3.1

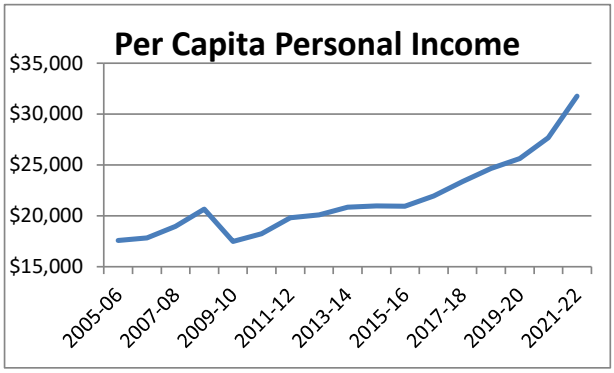
City of Fort Bragg, California

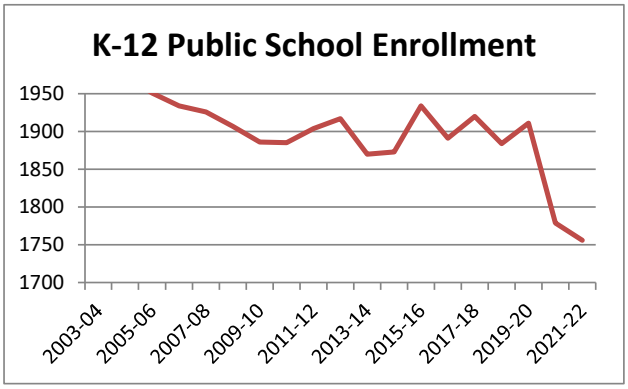
Demographic and Economic Statistics

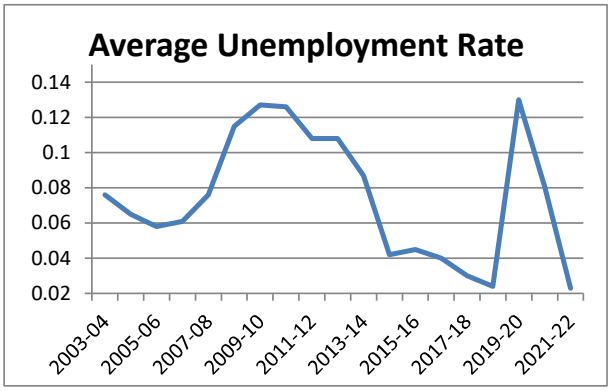
Last Ten Fiscal Years

Fiscal Year	Population (1)	Personal Income (in thousands)	Per Capita Personal Income (2)	Median Age (3)	Public School Enrollment	City Unemployment Rate (%) (4)
2011-12	7,255	143,775	19,817	40.5	1,904	10.8%
2012-13	7,311	146,997	20,106	37.4	1,917	10.8%
2013-14	7,350	153,410	20,872	36.8	1,870	8.7%
2014-15	7,343	154,002	20,973	38.2	1,873	4.2%
2015-16	7,672	160,798	20,959	38.5	1,934	4.5%
2016-17	7,772	170,733	21,968	36.6	1,891	4.0%
2017-18	7,512	175,523	23,366	40.0	1,920	3.0%
2018-19	7,478	184,300	24,646	39.2	1,884	2.4%
2019-20	7,427	190,379	25,633	39.8	1,911	13.0%
2020-21	7,409	204,996	27,668	39.0	1,779	8.1%
2021-22	7,153	227,323	31,780	43.0	1,756	2.3%









Source: MuniServices, LLC / Avenu Insights & Analytics

Source: The California Department of Finance demographics estimates now incorporate 2010 Census counts as the benchmark

1.) Population Projections are provided by the California Department of Finance Projections.

2.) Income Data is provided by the U.S. Census Bureau, 2010 American Community Survey.

3.) Public School Enrollment is for the Fort Bragg Unified School District.

4.) Unemployment Data are provided by the EDD's Bureau of Labor Statistics Department.

City of Fort Bragg, California
Principal Employers
Last Fiscal Year and Seven Years Ago

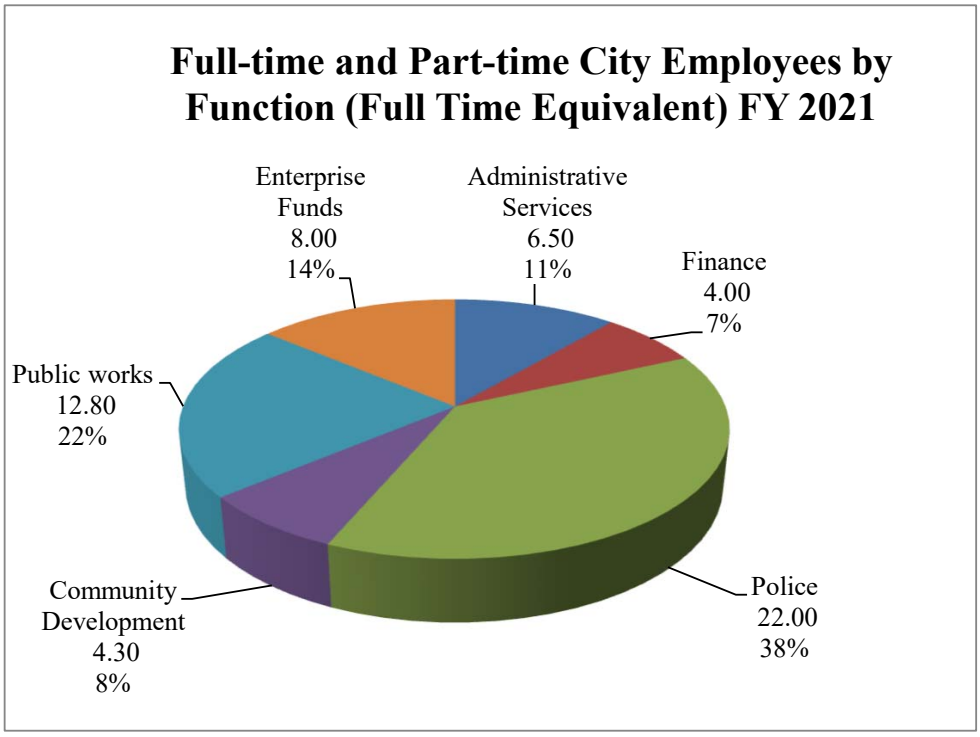
	2022		2013	
Business Name	Number of Employees	Percent of Total Employment (%)	Number of Employees	Percent of Total Employment (%)
Mendocino Coast District Hospital	294	10.54%	296	8.78%
Fort Bragg Unified School District*	263	9.43%	268	7.95%
Parents & Friends Inc	152	5.45%		
Safeway	131	4.70%	120	3.56%
Mendocino Coast Clinics Inc	122	4.37%	110	3.26%
Mendocino County**	110	3.94%	51	1.51%
North Coast Brewing CO Inc (1)	97	3.48%	106	3.15%
Anderson Logging Inc	81	2.90%	87	2.58%
Sherwood Oaks Health Center	79	2.83%	100	2.97%
Silver At The Wharf (Anchor Lodge)	70	2.51%		
Fort Bragg Recreation Center			68	2.02%
City of Fort Bragg			60	1.78%
Total Top Employers	1,399	50.14%	1,266	37.57%
Total City Employment (2)	2,790		3,370	

Source: MuniServices, LLC / Avenu Insights & Analytics
Source: 2013, previously published ACFR
Results based on direct correspondence with city's local businesses.
(1) Includes summer and seasonal employees
(2) Total City Labor Force provided by EDD Labor Force Data
*Excludes non-bargaining on call subs or sports coaches.
**Includes satellite offices of county departments.

City of Fort Bragg, California

Full-time and Part-time City Employees by Function (Full-Time Equivalent)
Last Ten Fiscal Years
(Fiscal year ended June 30)

Function	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
General Government										
Administrative Services	6.00	6.00	6.00	6.50	6.50	7.00	7.00	6.50	6.00	6.00
Finance	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	5.00	5.00
Public Safety										
Police	21.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00
Community Services										
Community Development	3.80	4.30	4.00	4.30	4.50	4.80	4.80	4.30	4.00	4.00
Public works	12.60	13.60	12.60	12.80	12.80	14.00	14.00	12.80	13.00	13.00
Enterprise Funds	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	7.00	7.00
Total	55.40	57.90	56.60	57.60	57.80	59.80	59.80	57.60	57.00	57.00



Source: City Finance Department

City of Fort Bragg, California
Operating Indicators by Function
Last Ten Fiscal Years
(Fiscal year ended June 30)

Function/Program	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Building Permits Issued	125	272	192	141	122	162	194	141	99	146
New Construction	27	2	7	6	4	9	12	N/A	8	8
Single Family Residential	0	0	0	2	0	5	4	2	6	6
Second Unit	1	1	1	3	4	4	8	3	8	8
Mixed Use, Commercial & Residential	0	0	2	1	0	0	4	1	0	0
Multi-Family Residential	0	1	0	0	0	0	2	0	1	1
Low Income Residential	0	0	4	0	0	0	0	0	1	1
City Clerk										
Council/Agency Resolutions Passed	93	87	127	98	122	121	92	98	134	148
Number of Ordinances Passed	2	4	3	5	6	8	9	5	6	13
Number of Contracts Approved	29	31	30	69	74	105	71	69	45	97
Number of PRA Requests Processed	26	35	74	73	79	146	145	N/A	280	294
Public Safety										
Traffic Accidents	163	174	172	221	160	145	147	221	146	122
Traffic Violations - DUI	62	45	26	28	45	49	40	28	26	48
Bookings	744	689	737	668	619	795	625	668	523	162
Moving Cites	1,001	1,614	949	498	344	428	368	498	429	122
Parking Cites	355	833	484	835	842	941	869	835	416	416
Field Interviews and Information Cases	1,450	2,211	1,301	1,217	1,403	1,936	1,289	1,217	4,065	3,191
Crime Reports	1,610	1,576	1,317	1,501	1,496	1,554	1,262	1,501	1,193	1,098
Fire [1]										
Total Number of Calls	500	525	617	579	665	626	752	579	579	579
Structure Fires	29	29	21	29	38	10	37	29	29	29
Vehicle Fires	9	17	9	3	16	5	4	3	3	3
Vegetation Fires	25	41	40	31	33	23	40	31	31	31
Misc Fires (Chimney, Debris, Electronically, etc.)	17	24	17	36	18	81	80	36	36	36
Medical Aid	110	142	163	150	199	197	248	150	150	150
Rescue	11	13	10	22	16	11	7	22	22	22
Hazardous Condition/Materials Calls	73	48	41	70	75	58	73	70	70	70
Mutual Aid/Agency Assist	6	3	9	12	18	23	18	12	12	12
Traffic Accidents	88	89	98	133	98	115	100	133	133	133
Services Call	128	117	96	91	80	99	126	91	91	91
Other Calls & Incidents	4	2	113	2	74	4	19	2	2	2
Water										
Number of customer accounts billed	33,924	32,300	33,716	33,671	33,873	34,146	33,339	33,671	33,508	33,508
Water annual demand in thousand gallons	2,255	2,245	2,044	189,500	197,600	210,200	208,015	1,895	23,055	23,055
Available supply of water in thousand gallons	2,574	2,490	2,398	2,080	21,300	21,300	22,400	20,800	25,877	25,877
total Customer service calls	1,439	1,254	1,177	1,253	1,253	1,193	1,488	1,253	785	785
Meter installs/removals/change outs	2	11	14	16	14	24	13	16	51	51
Meter repairs	44	1	8	1	34	5	23	1	-	-
Leak investigations	21	3	6	11	34	29	61	11	36	36
Service profiles	93	52	57	65	31	63	61	65	48	48
Turn on/off	1,248	139	508	669	878	891	1,099	669	545	545
Manual Reads	527	513	453	416	444	126	111	416	592	592
Misc.	33	49	60	75	53	55	68	75	100	100
Wastewater										
Customer service calls, wastewater	52	71	41	52	43	33	36	52	44.2	44.2
New customer sewer lines installed	2	2	3	1	4	0	2	1	1.8	1.8
Sewer mains cleaned/flushed in miles	18	14	15.5	15	17.38	16	18	15	16.688	16.688
Sewer mains and laterals repaired in number of jobs	0	8	16	11	12	9	8	11	17.5	17.5
Sewer manholes inspected	371	362	363	363	374	374	374	363	369.5	369.5
Sewer manholes installed	0	0	0	0	0	0	0	0	0	0
Sewer spill responses	3	7	7	5	1	1	2	5	3.4	3.4

[1] The governing agency offer the Fort Bragg Volunteer Fire Department is the Fort Bragg Fire Protection Authority Joint Powers Agreement (JPA). The JPA is a board of directors formed in the 1989-90 fiscal year. It consists of two members from the Fort Bragg City Council appointed by the City's mayor, two members from the Fort Bragg Rural Fire District Board appointed by their chairman, and an "At Large" member appointed by the other four members. The City of Fort Bragg is responsible for 50% of the Fire Department budget.

[2] In some categories historical information is not available

Source: Operating indicators were provided by the various operating departments.

City of Fort Bragg, California
Capital Asset Statistics by Function
Last Ten Fiscal Years
(Fiscal year ended June 30)

Function	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Police :										
Stations	1	1	1	1	1	1	1	1	1	1
Public works										
Streets (miles)	26.4	26.4	26.4	26.4	26.4	27.2	27.2	26.4	26.4	26.4
Alleys (miles)	19	19	19	19	19	19	19	19	19	19
Storm drains (miles)	10	10	10	10	10	10	10	10	10	10
Streetlights	725	725	725	725	725	744	744	725	725	725
Sidewalks	40	40	40	40	40	40	40	40	40	40
Water										
Water treatment plant	1	1	1	1	1	1	1	1	1	1
Water mains (miles)	30	30	30	30	30	30.5	30.5	30	30	30
Raw water transmission line (miles)	5.75	5.75	5.75	5.75	5.75	5.85	5.85	5.75	5.75	5.75
Wastewater										
Wastewater treatment plant	1	1	1	1	1	1	1	1	1	1
Sanitary sewers (miles)	27	27	27	27	27	27	27	27	27	27
Parks and Facilities										
Parks	3	3	4	4	4	5	2	4	4	4
Recreational/Guest Facilities	3	3	3	3	3	3	3	3	3	3
Government Facilities	2	2	2	2	2	2	2	2	2	2

Source: City Finance, Public Works and Planning Departments

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

12/14/2022

Bernie Norvell
Mayor
City of Fort Bragg, California

Dear Mayor Norvell:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2021 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,



Michele Mark Levine
Director, Technical Services



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Fort Bragg
California

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2021

Christopher P. Morrill

Executive Director/CEO

CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2825
Fax: (707) 961-2913

January 31, 2023

JJACPA, Inc.
7080 Donlon Way, Suite #204
Dublin, CA 94568

This representation letter is provided in connection with your audit of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information and the budgetary comparison information of the City of Fort Bragg (City) as of June 30, 2022 and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows, where applicable, of the various opinion units of the City in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of January 31, 2023:

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated July 19, 2022, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
- We have reviewed, approved, and taken responsibility for the financial statements and related notes.
- We have a process to track the status of audit findings and recommendations.
- We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.

- All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
- All funds and activities are properly classified.
- All funds that meet the quantitative criteria in GASB Statement No. 34, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments, GASB Statement No. 37, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
- All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
- Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
- All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- All interfund and intra-entity transactions and balances have been properly classified and reported.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- All required supplementary information is measured and presented within the prescribed guidelines.
- With regard to investments and other instruments reported at fair value:
  - The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
  - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
  - The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
  - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

Information Provided

- To the best of our knowledge, we have provided you with:
  - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes,[7] and other matters;
  - Additional information that you have requested from us for the purpose of the audit; and
  - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - Management;
  - Employees who have significant roles in internal control; or
  - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.

- We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
- The City has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- We have disclosed to you all guarantees, whether written or oral, under which the City is contingently liable.
- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no:
  - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
  - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
  - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62
  - Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).
- The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

With respect to federal award programs:

- We are responsible for understanding and complying with and have complied with the requirements of the Uniform Guidance.
- We are responsible for the preparation and presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance.
- We believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance.
- As part of your audit(s), you prepared the draft financial statements and related notes and schedule of expenditures of federal awards. We have designated an individual with suitable skill, knowledge, or experience to oversee your services and have made all management decisions and performed all management functions. We have reviewed, approved, and accepted responsibility for those financial statements and related notes and schedule of expenditures of federal awards.
- The methods of measurement or presentation have not changed from those used in the prior period.
- We are responsible for including the auditor's report on the schedule of expenditures of federal awards in any document that contains the schedule and that indicates that the auditor has reported on such information.

- We have notified you of federal awards and funding increments that were received before December 26, 2014, and differentiated those awards from awards and funding increments received on or after December 26, 2014, and the Uniform Guidance.
- When the schedule of expenditures of federal awards is not presented with the audited financial statements, management will make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by the entity of the schedule of expenditures of federal awards and the auditor's report thereon.
- We have, in accordance the Uniform Guidance, identified in the schedule of expenditures of federal awards, expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, food commodities, direct appropriations, and other assistance.
- We have no knowledge of any instances, that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance, whether communicated by employees, former employees, vendors, regulators, or others.
- We have no knowledge of any instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that has a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- We have no knowledge of any instances that have occurred or are likely to have occurred of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- We have taken timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that you have reported to us.
- We have a process to track the status of audit findings and recommendations.
- We have identified for you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- We have provided views on your reported audit findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- We are responsible for complying with the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal programs and have identified and disclosed to you the requirements of laws, regulations, and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major federal program; and we have complied, in all material respects, with these requirements.
- We have provided to you our interpretations of any compliance requirements that have varying interpretations.
- We are responsible for establishing and maintaining effective internal control over compliance requirements applicable to federal programs that provide reasonable assurance that we are managing our federal awards in compliance with laws, regulations, and the provisions of contracts and grant agreements that could have a material effect on our federal programs. Also, no changes [*or disclose the changes made*] have been made in the internal control system to the date of this letter that might significantly affect internal control, including any corrective action taken with regard to significant deficiencies, including material weaknesses, reported in the schedule of findings and questioned costs.
- We have made available to you all contracts and grant agreements (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relating to federal programs.
- We have received no requests from a federal agency to audit one or more specific programs as a major program.
- We have identified and disclosed to you all amounts questioned and any known noncompliance with the requirements of federal awards, including the results of other audits or program reviews. We also know of no instances of noncompliance occurring subsequent to the end of the period audited.

- We have charged costs to federal awards in accordance with applicable cost principles, including amounts claimed or used for matching determined in accordance with relevant guidelines in the Uniform Guidance.
- We have made available to you all documentation related to the compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared (and are prepared on a basis consistent with the schedule of expenditures of federal awards).
- The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation
- We are responsible for and have accurately completed the appropriate sections of the Data Collection Form as required by the Uniform Guidance, and we are responsible for preparing and implementing a correction action plan for each audit finding.
- We have disclosed all contracts or other agreements with service organizations and disclosed to you all communications from these service organizations relating to noncompliance at the organizations.
- We have reviewed, approved, and taken responsibility for the schedule of expenditures of federal awards and related notes and an acknowledgment of the auditor's role in the preparation of this information. (This representation is required by footnote 28 to paragraph 3.18 of *Government Auditing Standards* when the auditor has a role in preparing the trial balance and draft financial statements and related notes.)
- We have reviewed, approved, and taken responsibility for accrual adjustments and an acknowledgment of the auditor's role in the preparation of the adjustments. (This representation is required by footnote 28 to paragraph 3.18 of *Government Auditing Standards* when the auditor has a role in converting cash-basis financial statements to accrual-based financial statements.)
- We have disclosed to you the nature of any subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period.

Peggy Ducey, City Manager

Isaac Whippy, Finance Director

January 28, 2023

To the Citizens of the City of Fort Bragg, Honorable Mayor, and Members of the City Council:

As required by State and federal law, the Annual Comprehensive Financial Report (ACFR) of the City of Fort Bragg (City) for the fiscal year ended June 30, 2022, is hereby published.

Management assumes full responsibility for the completeness and reliability of the information contained in this report based upon a comprehensive framework of internal controls that are established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

The City's basic financial statements have been audited by JJACPA, Inc., an accounting firm fully licensed and qualified to perform audits of local governments within the State of California. The financial statements included in this report were audited in accordance with generally accepted auditing standards and government auditing standards. The independent auditors concluded that there was a reasonable basis for rendering an unmodified ("clean") opinion that the City's basic financial statements for the fiscal year ended June 30, 2022, are fairly presented in conformity with accounting principles generally accepted in the United States of America. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the City's basic financial statements is part of a broader, federally mandated Single Audit designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the City's fair presentation of the financial statements but also on the City's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards.

Management's Discussion and Analysis (MD&A) immediately follows the report of the independent auditors and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A was designed to complement this letter of transmittal and should be read in conjunction with it.

This report combines the financial statements of the City, - the Fort Bragg Redevelopment Successor Agency (Successor Agency), and the Fort Bragg Municipal Improvement District No. 1 (MID) in accordance with principles defining the governmental reporting entity adopted by the Governmental Accounting Standards Board (GASB). The financial operations of the Successor Agency and MID, though legally separate from the City, are closely related to the City. The City Council members serve as the governing board for the MID, which is presented as a blended component unit in the financial statements. Component units are legally separate entities for which the primary government is financially accountable. For a more detailed overview of the City's component units, see the Management Discussion and Analysis (MD&A) and the Notes to the Basic Financial Statements on pages 3-19 and 49-92, respectively.

Profile of the Government

The City of Fort Bragg, incorporated in 1889, is located approximately 165 miles north of San Francisco and 188 miles west of Sacramento on the scenic coast of Mendocino County. The City occupies 2.7 square miles. Census 2021 places the City's population at 6,983. Although it is quite small, Fort Bragg is the largest City on the coast between San Francisco and Eureka. The largest employment categories in the City include health care, public education, local government, wholesale and retail trade, and tourism. The mild climate and picturesque coastline make Fort Bragg a popular tourist and recreational area.

Fort Bragg is a general law city under California state law and its rights, powers, privileges, authority, and functions are established through the State constitution. The City operates under the Council-Manager form of government. The five members of the Fort Bragg City Council are elected by the voters to serve overlapping four-year terms. The Mayor is elected by, and from, the City Council for a two-year term. The City Council appoints the City Manager who serves at their discretion. The City Council is a policy-setting body that is responsible for, among other things, enacting ordinances, adopting the budget, and appointing committees. Several boards, commissions, and committees assist the City Council and Administration in carrying out various aspects and functions of city government. The members of the City Council also serve as the governing board for the Fort Bragg Redevelopment Successor Agency and the Fort Bragg Municipal Improvement District No. 1.

The City Manager is responsible for directing and supervising the administration of all departments of the City to ensure that laws, ordinances, orders, resolutions, contracts, leases, and franchises are enforced and executed and for appointing all City employees.

The City provides a wide range of services to its residents, including public safety services, construction and maintenance of streets and infrastructure, water service, wastewater service, community development, financial management, and administrative services. Special districts, agencies, and Joint Power Authorities (JPAs) under the jurisdiction of the City provide services such as wastewater treatment and fire protection throughout the City. Other entities not under the City's jurisdiction that provide services to the City's population include the school district, hospital district, recreation district, harbor district, and other special districts.

The annual budget provides a comprehensive statement of the City's organization, operations and resources and it expresses City Council and Municipal Improvement District Board policies and priorities in all areas of the City's operations. The budget process is the vehicle through which the City establishes goals and objectives and prioritizes desired programs or services which can be financed by the City's projected revenue for the budget year. The budget is prepared by fund, function (e.g., public safety), and department (e.g., police). It is the means through which policy decisions are made, effected, controlled and monitored. The City Manager is responsible for submitting and recommending an operating budget and a capital improvements budget for City Council consideration and adoption. Throughout the year, the budget serves as a financial management tool and an operational plan for the delivery of City services and capital projects.

In addition to the budget planning process, the City maintains budgetary controls. The City's objective in maintaining budgetary control is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the City Council. The City Manager is authorized to transfer budgeted amounts within funds as deemed necessary in order to meet the City's needs subject to policy defined in the Fiscal Policies of the budget. The City Council may amend the budget by resolution during the fiscal year.

The City maintains an encumbrance accounting system as one technique of accomplishing budgetary control. Purchase orders, contracts, and other commitments for expenditure of money are secured in order to reserve that portion of the applicable appropriation. Total expenditures of each fund may not exceed fund appropriations and total expenditures for each department may not exceed departmental appropriations. Encumbrances outstanding at year-end are reported as committed fund balance.

Unencumbered amounts lapse at year-end and may be appropriated as part of the following year's budget.

Spending Limitation

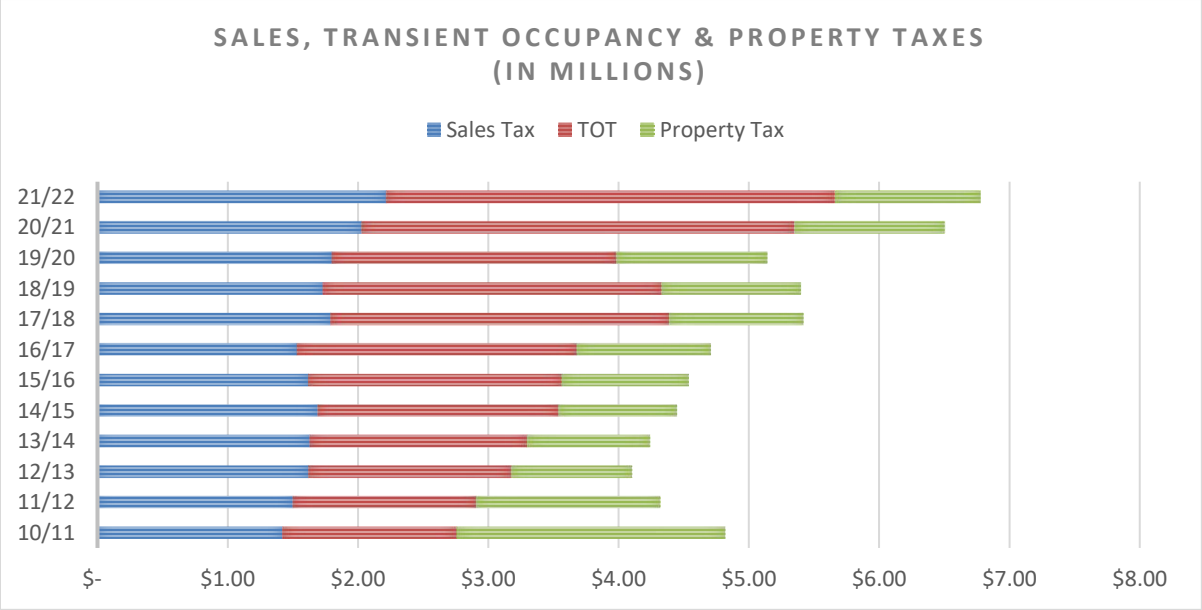
Article XIIIB of the California Constitution, also known as the Gann spending limit, restricts the amount of "proceeds of taxes" California governments may spend. As of June 30, 2022, the City was $4.9 million or 43% under the total Article XIHB (Gann) spending limitation. The City was not impacted by the spending limitation in FY 2021/22.

Current Economic Conditions and Outlook

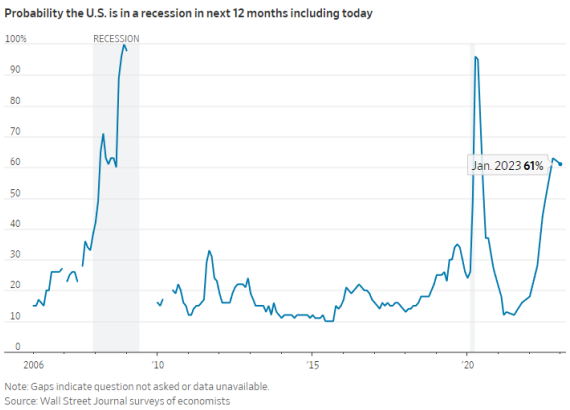
Fort Bragg's economy relies heavily on tourism. Like the overall City's economy, the City of Fort Bragg is also heavily dependent on tourism for its revenues. Transient Occupancy Tax (TOT), also known as the bed tax, and sales tax are the two largest sources of revenue for the City's General Fund and, in FY 2021/22, together makeup 55% of the City's General Fund revenue. Prior to the pandemic in FY 2018/19, TOT and sales tax accounted for 46% of the General Fund revenue.

Like most jurisdictions across our nation, the City of Fort Bragg's tourism economy was essentially shut down in the early months of the pandemic. The City's TOT revenue for the last quarter of the prior fiscal year, from April through June, was down 66% compared to the FY 2018/19. However, as the State and County health orders were eased to allow nonessential travel in the summer of 2021, Fort Bragg experienced a rebound in tourism. Fort Bragg is within driving distance of San Francisco and Sacramento, so shorter trips by car appear to be preferred getaway during the pandemic.

In FY 21/22, General Fund Tax Revenues continued the strong trends from the prior year beating last year's numbers. Transient Occupancy Tax recorded a 3.5% increase, and the City's General Fund Bradley Burns sales tax for the fiscal year was up 9% over the prior year. In the first quarter of FY 2022/23. TOT revenue receipts declined by 10% compared to the prior quarter. Sales tax revenues for the first quarter of FY 2022/23 were also down by 2%.

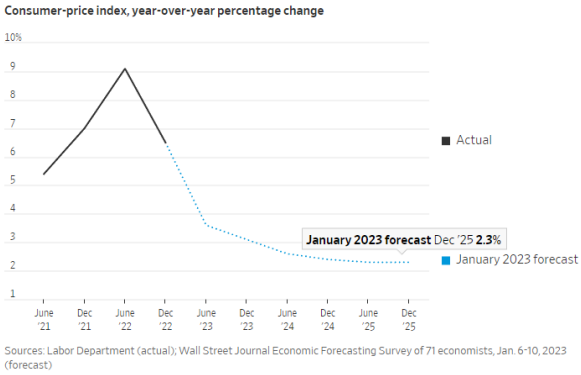


As of writing this letter, inflation and the likelihood of a recession make the outlook for Fort Bragg challenging to predict. Like the rest of the country, supply chain issues, fuel price increases, staffing shortages, and increased housing costs continue to challenge the local economy. Despite signs that inflation has started to recede, economists still expect higher interest rates to push the U.S. economy into a recession in 2023, according to the Wall Street Journal's latest quarterly survey.



The Federal Reserve had initially hoped it could bring down inflation with only a slowing in economic growth rather than an outright contraction, an outcome dubbed a "soft landing." But three-quarters of respondents said the Fed wouldn't achieve a soft landing this year. While economists don't think a recession can be avoided, they expect it to be relatively shallow and short-lived, in line with recent surveys. On average, they expect the gross domestic product to expand at a 0.1% annual rate in the first quarter of 2023 and contract 0.4% in the second. They see no growth for the third quarter and a 0.6% growth rate for the fourth. Economists expect GDP to stagnate this year, posting growth of just 0.2% in the fourth quarter of 2023 compared with the fourth quarter of 2022. In the WSJ survey in October, economists forecast 0.4% GDP growth in 2023.

As measured by the year-over-year change in the consumer-price index, inflation has eased from 9.1% last June to 6.5% in December, and economists expect it to fall to 3.1% by the end of 2023, a lower endpoint than the 3.3% they expected in the last survey, in October. They see it ending in 2024 at 2.4%.



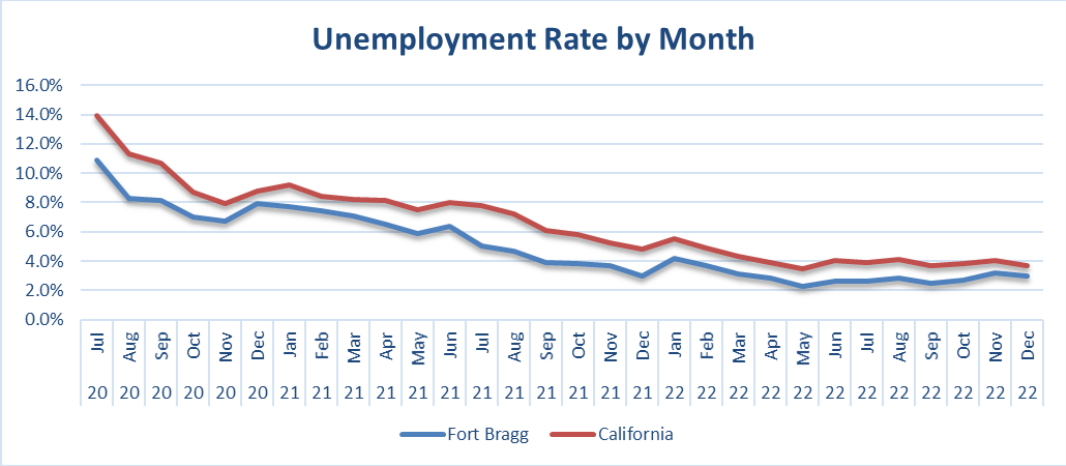
The City continues to look at opportunities to diversify its economy. Initiatives, which began in FY 2021/22 and will continue into FY 2022/23, including economic development incentives for small businesses in the City's Central Business District (CBD), many of which were considered nonessential and, as a result, were harder hit by the pandemic shutdowns. The incentives include water and sewer capacity fee waivers for restaurants and food service, façade improvement grants, downtown beautification programs, positive code enforcement outreach, and programs and events to encourage locals and tourists to visit the CBD.

The Blue Economy Regional Coalition is the focus of the City's most abundant natural resource – the ocean and coastline. The initiative is to create new industries that take advantage of the ocean, the local Noyo Harbor, Noyo Center for Marine Science, Mendocino College education opportunities, the long-standing fishing industries, and ocean resiliency. Protecting the coastline and ocean also protects the primary draw for the City's tourism industry.

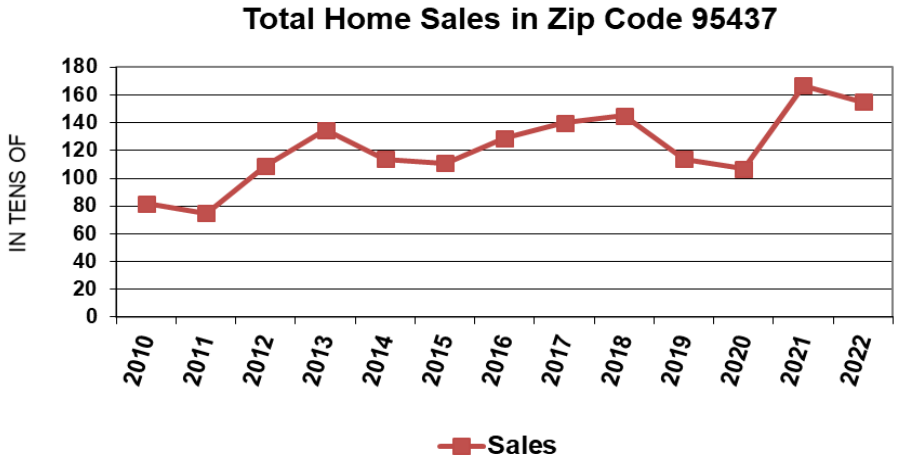
The pandemic highlighted the importance of affordable and reliable broadband to our community and other rural communities nationwide. Distance learning, working from home, and new start-up industries all struggled because of the lack of sufficient internet access. Fort Bragg's limited population and

geographic isolation create little incentive for private sector investment in broadband connectivity. Completion of the Broadband Utility Feasibility study provides a viable path forward for a municipal-owned utility to offer affordable connectivity to citizens and businesses. The City received $1.75 million in American Rescue Plan Act (ARPA) funds in FY 21/22 and has set aside those funds for the Municipal Broadband project. The City is also seeking additional funding from other grants and opportunities as part of the federal and government's emphasis on infrastructure and broadband.

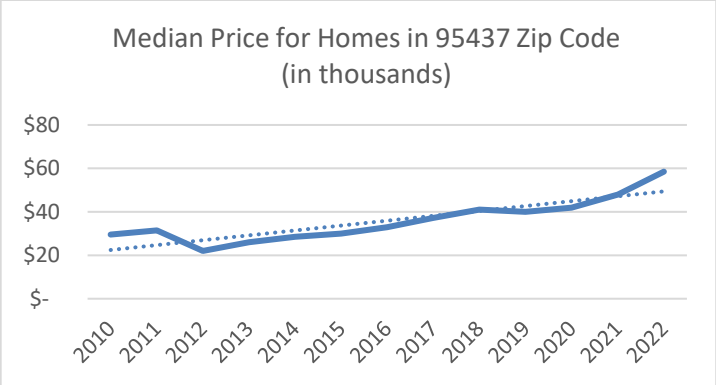
Until March 2021, the City had experienced five years of strong employment trends and low unemployment rates. Due to the Pandemic, unemployment peaked in April 2021 at 14% but stabilized through FY 2020/21. As of November 2022, the unemployment rate for Fort Bragg had dropped to 3.3%, and like many areas, Fort Bragg struggles to maintain workforce staffing to operate businesses and other organizations in our region. The unemployment rate for California was 3.7% as of December 2022.



The number of homes sold in the Fort Bragg 95437 zip code declined by 7% in FY 2021/22, and median home prices increased by 10% for the year-end of June 30, 2022. This appears to be part of a national trend. The pandemic forced many workers to work from home, and employers have increasingly allowed this to become the new norm. Locally, many sales have been made to individuals and families who have moved out of urban areas.



The median home price in June of 2022 in the 95437 zip code was $585,000. Under California's Proposition 13, approved by voters in 1978, assessed property values are only increased when there is new ownership or new construction. Proposition 8, approved after Prop 13 in 1978, allows for property values to be adjusted downward if an owner suffers from a decline in value. Retroactive and delayed processing of Prop 8 adjustments reduce the impact of increased real estate values in Mendocino County. The City's property revenue increase remained flat in FY 2021/21 but is expected to grow in future years as home values are adjusted for the recent increase in price and number of sales.



The growth in residential home sales and prices continues to challenge the affordability of Fort Bragg to working families and individuals. Like much of California, the scarcity and cost of residential housing makes it difficult and, in some cases, impossible for many families to have the opportunity of home ownership. The shortage of affordable workforce housing goes further in limiting local employers' ability to hire and retain qualified staff. Every employer listed as principal employer on page 159 of the statistics section, which includes the hospital, medical clinics, and school district, has publicly voiced the difficulties associated with lack of housing in maintaining qualified staffing levels.

To increase workforce housing in our community, the City has incubated and is staffing a Community Land Trust (CLT). A CLT is a system in which the underlying land is owned by a mission-driven entity, usually a nonprofit, where the buildings on the land are owned or leased by residents. CLTs aim to promote affordable housing and contain legal provisions governing ownership and transfer to keep units affordable in perpetuity. Homeownership provides the opportunity for working families and individuals to build wealth and create housing security.

Long-term Financial Planning

A review of the City's Fiscal Policies, including Fund Balance & Reserve Policies, was conducted as part of the FY 2022/23 budget process. The City Council continued the commitment to the reserve levels established in prior annual budget reviews. The following General Fund reserves comprise committed fund balance; at the Fiscal year-end 2021/22, these reserves total $5,091,306.

- General Fund Operating Reserve: The City will maintain an unrestricted fund balance of at least 15% to 20% of the annual operating expenditures in the General Fund as an "Operating Reserve" to ensure the General Fund's liquidity and adequate cash flow throughout the year. This reserve is necessary to accommodate fluctuations in the timing of expenditures and the receipt of revenues. With Council authorization, the reserve is a committed fund balance and may be used for unforeseen operating or capital needs. At Fiscal Year-end 2021/22, the reserve remains funded at $1,989,419.

- Litigation Reserve: The City will maintain a $200,000 Litigation Reserve to cover unforeseen legal expenses, including unbudgeted settlement costs that are not covered by the City's insurance pool. At Fiscal Year-end 2021/22, the reserve balance is $200,000.

- Recession Reserve: The General Fund will maintain a Recession Reserve to stabilize the delivery of City services during periods of severe operational budget deficits and mitigate the effects of major unforeseen changes in revenues and/or expenditures as typically experienced during times of recession. The fund is established at an amount equivalent to 5% of the City's annual operating budget. City Council approval is required before expending any portion of this committed fund balance. The reserve was established on July 1, 2019, at $489,929, and at Fiscal Year-end 2021/21, the reserve balance remains at $489,929.

For the City, as with governmental jurisdictions throughout the nation, continuing fiscal challenges have required a redoubling of efforts to address current and future budget shortfalls while working to prioritize and maintain the level of services that the residents of Fort Bragg have come to expect. Traditional funding sources for parks, public safety, and community development are shrinking or have disappeared. The immediate challenges continue to be the dissolution of the Redevelopment Agency by the State and major cuts in revenues distributed through federal and State grant programs. Pension costs will continue to challenge the City in the coming years as well.

The City has worked hard to address its fiscal challenges and, overall, its efforts have been successful. In FY 2014/15 the City was in position to offer modest salary increases to all of its employee groups for the first time since the financial downturn of 2008. Labor agreements for FY 2019/20 thru FY 2022/22 continued the moderate cost of living adjustments begun earlier. The Fort Bragg City Council has implemented two policies aimed at the organization's financial challenges. Both policies have been described previously and include the newly established "Recession Reserve" and the "Pension funding Policy".

With hard work, some difficult decisions and fiscal discipline the City Manager and City Council succeeded in passing a balanced FY 2018/19 budget as well as the FY 2019/20 budget. These were the first balanced budgets in many years. The tradeoffs in balancing the budget include, a decrease in services (eliminated and downgraded positions). The Other Postemployment Benefits (OPEB) trust fund on the other hand has been diligently pre-funded for several years and even with minimum payments the City appears poised to start drawing from the fund in order to offset increasing costs in the years to come.

Beginning with the FY 2017/18 budget the City's Finance department has prepared a five year budget forecast for the General Fund. The five year forecast is updated each year prior to the mid-year budget review meeting. Beginning with the FY 2019/20 budget the five year forecast has been incorporated into the main budget document. The five year forecast indicates that recent improvements in tax revenues will provide balanced budgets in the midterm range. However, in the longer term, the City's General Fund is projected to operate at a deficit starting in FY 2025/26.

The City's General Fund operated at a record surplus for FY 2020/21 and the fund balance improved by nearly $1.5 million. The surplus was the result of deep budget cuts early in the pandemic which reduced staff and services and the previously discussed increases in TOT and sales tax revenue as tourism rebounded. In May, 2021, the City laid off four full-time employees, froze two positions in the Police Department and furloughed another twelve employees 50% to 75% of their regular hours. The furloughed staff was returned to full-time status in August 2021 but several of the laid-off positions remain vacant. In addition, the City did not replace two positions (Finance Director and Assistant City Engineer) that became

open in late June. As the reliance and demand for City services continue to grow, one of the challenges the City faces is the same as many other employers – recruiting and retaining qualified staff.

In FY 21/22, General Fund Tax Revenues continued their strong performance from the prior year beating last year's numbers. The accumulated fund balance for the General Fund is $5,091,306. The City adopted a balanced General Fund budget for FY 2022/23 and projected a small surplus of $198k.

While the surplus was small, the budget included $150k to pay down pension obligations and relatively modest revenue projections. As discussed earlier in this letter, both TOT and Sales Tax revenues are outpacing FY 2021/22, which set records for both revenue sources.

A major project for FY 2021/22 was developing and adopting a Pension Funding Policy. Like most cities in California, Fort Bragg continues to experience double-digit increases in its unfunded liability payments with little or no reduction in the overall unfunded liability. As reported on page 80, the City's net pension liability as of June 30, 2022, is at $10.7 million. On November 10, 2022, the City issued $11.4 million in taxable Lease Revenue Bonds. Proceeds in the amount of $7.5 million were used to reduce the City's unfunded pension liability, with an additional $3.5 million set aside for costs associated with the acquisition of the southern portion of the former Timber Mill property. The $3.5 million funds were subsequently returned in FY 2022/23. The California Public Employees' Retirement System (CalPERS) recognized a record 21.3% investment return for the fiscal year ending June 30, 2021. The record CalPERS investment return and the $7.5 million liability payment place the City in a better position to manage pension obligations. On June 30, 2022, CALPERS realized a -7.5% return which will add to the Unfunded Liability. The City Council approved the set-up of a Section- 115 Trust in FY 22/23 to absorb down years losses by CALPERS.

Impact of Fiscal Policies on Financial Statements

The City of Fort Bragg's fiscal policies are established to ensure that the finances of the City and the Municipal Improvement District No. 1 (collectively referred to as "the City") are managed in a manner that will:

- Maintain a financially viable local government that provides adequate levels of municipal services to its citizens.
- Provide for financial flexibility in order to adapt to local and regional economic changes.
- Preserve and enhance the sound fiscal condition of the City.

The City's policies are maintained in the annual budget document and are reviewed and approved each year by the City Council. The policies cover: budgeting, budgetary controls, revenues, expenditures, utility rates, capital budgeting, debt management, inter-fund loans, fund balance and reserves, investments, accounting auditing and financial reporting, asset forfeiture expenditures, employment compensation, cost allocations, and debt service. The City's fiscal policies are extensive and followed diligently so that it can be safely said that all of the policies have significantly impacted the current period's financial statements. In some years certain fiscal policies may stand out as having a more significant impact on the financial statements; in other years (such as the current reporting period) they may have a relatively equal impact.

Certificate of Achievement

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its Annual Comprehensive Financial Report for the fiscal year ended June 30, 2022. This was the tenth year in a row that the City of Fort Bragg has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized Annual Comprehensive Financial Report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current Annual Comprehensive Financial Report meets the Certificate of Achievement Program's requirements and will be submitted to the GFOA to determine its eligibility for another certificate.

Acknowledgments

The preparation of this Annual Comprehensive Financial Report could not have been accomplished on a timely basis without the support and cooperation of many City of Fort Bragg staff members. Special recognition is given to the Finance Department staff. Their efforts made it possible to continue to provide quality financial information for the citizens, the City Council, and other users on a timely basis.

I would also like to thank the Mayor and members of the City Council for their attentiveness and support in planning and conducting the City's financial operations in a responsible and responsive manner.

Respectfully submitted,

Peggy Ducey

Peggy Ducey

Isaac Whippy
Finance Director