
PUBLIC NOTICE

Bloss Memorial Healthcare District, A Public Entity • 1691 Third Street, • Atwater, California 95301 •
(209) 349-0500 • fax: (209) 349-0600

Date: September 26, 2024

Phone: (209) 349-0500

Fax:

Bloss Memorial Healthcare District will hold their next **Board of Directors** meeting on Thursday, October 3, 2024 at 2:00 pm in the Board Room at 1691 Third Street, CA 95301.

I, Fily Cale, Executive Assistant of Bloss Memorial Healthcare District, do hereby certify that a copy of the foregoing agenda was posted at Bloss Memorial Healthcare District a minimum of 72 hours prior to the meeting.

In compliance with the federal Americans with Disabilities Act of 1990, upon request, the agenda can be provided in an alternative format to accommodate special needs. If you require special accommodations to participate in a Board of Directors or Finance Committee meeting due to a disability, please contact the Executive Assistant a minimum of three (3) business days in advance of the meeting at (209) 349-0500. You may also send the request by email to filycale@bmhcd.org

BLOSS MEMORIAL HEALTHCARE DISTRICT, A Public Entity (BMHD)
1691 Third Street, Atwater, CA 95301
BOARD OF DIRECTORS MEETING
Board Room
Thursday, October 3, 2024
2:00 pm

AGENDA FOR PUBLIC SESSION

I. CALL TO ORDER

II. ROLL CALL

	<u>ACTION</u>	<u>EXHIBIT</u>
III. APPROVAL OF AGENDA	*	

IV. PUBLIC COMMENTS
Comments can be made concerning any matter within the Board’s jurisdiction; but if the matter is not on the agenda, there will be no Board discussion of the issue. Anyone wishing to address the Board on any issue, please stand and state your comment.

V. APPROVAL OF MINUTES		
A. Approval of August 29, 2024 Board of Directors Minutes	*	1

VI. FINANCIAL REPORT		
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- B. Senior Information Day

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B. RFP for Roof Replacement	*	5

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X. BOARD MEMBER REPORTS

XI. APPOINTMENTS / CEREMONIAL MATTERS

XII. NEXT MEETING DATE

XIII. AGENDA FOR CLOSED SESSION

XIV. ADJOURNMENT

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the office of the Executive Assistant at Bloss Memorial Healthcare District during normal business hours at 1691 Third Street, Atwater, CA 95301.

If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda at 1691 Third Street, Atwater, CA 95301.

**BLOSS MEMORIAL HEALTHCARE DISTRICT (BMHD)
BOARD OF DIRECTORS MEETING
BOARD ROOM
Thursday, August 29, 2024
2:00 pm**

CALL TO ORDER

Kathy Flaherty, Chair, called the meeting to order at 2:00 pm.

ROLL CALL

Board Members Present: Gary Bacom, Zone 1; Buffy McDaniel, Zone 2; Kathy Flaherty, Chair, Zone 3 and Bob Boesch, Secretary, Zone 5

Others Present: Kory Billings, CEO; Fily Cale, Executive Assistant and Thomas Ebersole, Legal Counsel

Absent: Al Peterson, Zone 4

APPROVAL OF AGENDA

A motion was made / seconded, (Bob Boesch / Buffy McDaniel) to approve the August 29, 2024 agenda as presented. Motion carries.

PUBLIC COMMENTS

None.

APPROVAL OF MINUTES

A. Approval of July 25, 2024 Board of Directors Meeting Minutes, Exhibit 1

A motion was made / seconded, (Buffy McDaniel / Gary Bacom) to approve the July 25, 2024 Board of Directors Meeting minutes as presented, Exhibit 1. Motion carries.

FINANCIAL REPORT

A. Approval of July 25, 2024 Finance Committee Meeting Minutes, Exhibit 2

A motion was made / seconded, (Gary Bacom / Bob Boesch) to approve the July 25, 2024 Finance Committee minutes as presented. Motion carries.

B. July District Financials – Informational Only, Exhibit 3

Kory Billings reported that the financials are for informational purposes only as we're on the transition from Dawnita Castle's bookkeeping method to online method. When the two systems merged there were a lot of journal entries that didn't merge appropriately. The numbers are correct, but the accountant that we're now using asked us not to give formal approval because she wants to get those corrected.

There is \$3.3M in the PNC LAIF account, which is the interest-bearing account and as of July 31, 2024, there is \$279,000 in general checking account at PNC. Westamerica Bank checking account had \$2M cash on hand we are about \$4.5M to \$5M cash on hand.

Expenses in the past month were \$113,00 higher, which is the same amount as the property insurance that we had to pay out annually.

As of July 1, 2024, we will not be doing journal entries, everything has a bill and a payment to the bill. This will clarify QuickBooks very easily and allow QuickBooks to be used in the way it was meant to be. Journal entries confuse the system as it doesn't know which account to deduct it from. He is not saying the way Dawnita Castle did it is wrong, it's just the way they always did it and they always passed the audits. It's a merger error and we need time to figure it out and we want to move everything into the right categories.

Buffy McDaniel asked if we couldn't copy all the accounts that Dawnita Castle had and create this new QuickBooks series. Kory Billings replied that this is what we're doing is now creating the accounts, but it's taking us into everyone of her journal entries manually and read it and changing it. We need to open it, look at each invoice and move it into the right category. Categories will now be Administration, Bloss Site and Castle Site, as of July 1, 2024, everything has a category.

Kathy Flaherty thanked Kory Billings for his report.

C. July Payroll, Electronic Payments & Bill Payment List, Exhibit 4

A motion was made / seconded, (Buffy McDaniel / Bob Boesch) to approve and accept the July total payroll in the amount of \$12,143.05; total accounts payable of \$226,755.77 for a grand total distribution of \$238,898.82, Exhibit 4. Motion carries.

Kory Billings added that in the future on the Bill Payment List he can add the appropriate category, such as Administration, Bloss or Castle for each bill if that will be helpful. Buffy McDaniel replied that she was working on the square footage of each building, working off the information, rents received, and what is required as a board. She is working on it and will share it.

CHIEF EXECUTIVE OFFICER REPORT

A. Facilities Report

Kory Billings reported that we are getting reports of maintenance issues here and there, but they're standard issues.

We just finished replacing the air conditioning unit in the former labor and delivery area. All rooms and hallways will now be able to cool off. If we do things in stages and continue to move forward with progress, it's not one large project we must look at slowly improving the building.

Out at Castle Site, we had some questions from a tenant regarding a lease and whether we're responsible or not for inspecting a generator and some other items. He is working with Tom Ebersole, Legal Counsel.

Castle Family Health Centers is doing zero maintenance on any areas of the facility that they are not leasing themselves. They were doing certain things for all the tenants, now they are only doing for themselves. There are certain inspections that they were doing, and we will try and figure all of this out.

Buffy McDaniel asked if Castle Family Health Centers subleases to the other tenants. Kory Billings responded that the other tenants lease from Bloss Memorial Healthcare District.

B. Senior Information Day

Fily Cale distributed information to the board of directors on Senior Information Day to be held on Tuesday, September 17, 2024, at the Community Center, which is provided for free. Kory Billings added that as participants are signing up, their company logo is being added to the flyers and brochures. Advertising through Radio Merced should begin next week.

Booths will be set up around the room and they will provide information on senior services, such as information on Medicare enrollment, hearing checks and many other services. The goal is to provide information to our community because of the lack of how to access these services. Merced County will be letting us know which entities they will be bringing in. We will also provide lunch.

OLD BUSINESS

A. 2024-2025 Sports Physicals Update

Kory Billings reported that Dr. Boggs has provided 778 physicals. Anytime a school has a minimum of 20 students, they call Dr. Boggs and he will go to the school site to perform the physicals. If a student has been unable to make the days he has set aside, Dr. Boggs has been able to see the student in his office and not charged them more.

In May Dr. Boggs and his staff went to Atwater High School three times and saw 495 students and to Buhach High School 1 time and saw 152 students. He is also engaging the nursing clubs at the schools and getting them involved by doing blood pressure and weight checks, supervised by his staff.

NEW BUSINESS

A. RFP for Roof Replacement, Exhibit 6

Kory Billings stated that as we did pest control tenting, they commented on how well the tiles themselves held up so well. The downside is that most of the tiles were installed in 1933, and

they used copper wire, which ties one tile to the next and now this wiring has rusted and is snapping, causing the tiles to begin slipping down. We drew up an RFP, submitted it to the Valley Builders Exchange and received four bids.

San Joaquin Roofing, Inc bid \$360,386.00 for a tile roof with a 2nd option for clay tiles at \$413,875.00; Fresno Roofing bid \$221,729.00 and gutters optional at \$11,750.00; Tru Tech bid \$132,700.00 for concrete tiles and King's Roofing bid \$244,104.00 for concrete tiles and gutters optional at \$35,835.00

The bids vary, and everyone was told that gutters were optional and that they could bid if they chose to, and two did. Each company came out and did go on top of the building. 'Although he did not see Tru Tech go on the roof.

In viewing a map of the roof with the board, Kory Billings pointed out that there are two different colored areas of roof, light red, which was replaced somewhere in the 1990's and a darkish red section, which is what we're replacing. He is confident in most of the bids.

Some things have been fixed to the roof, but now you can see gaps where you can see the wood in certain areas where the tile has slipped down. We currently have clay tiles and concrete tiles are cheaper and most of the bids are concrete. The tiles will still be S shaped to give the same curb appeal. Another option is asphalt, but it will change the look of the building. They will also be testing the tiles for asbestos and if there is we will need to have that removed. We also don't know the condition of the plywood until the roof is removed.

The bid was put together based on what Grandmark has done for us in the past and we utilized their advice. They did not bid on the RFP, they had bid prior to going out to RFP and chose not to bid on the RFP.

Buffy McDaniel asked if instead of "roof replacement" could we consider a "roof inspection" and see about repairing what may need to be repaired. Kory Billings stated that because of the tile, they would all need to be removed and rewired back together as they are snapping and disintegrating it would cost more.

Kory Billings stated that there are funds set aside for building maintenance, there is a building fund and an investment account, and it would need to come out of one of those. With an RFP process there is a time frame that kicks in and we must report out. The investment account has almost \$200,000 which is currently available for any repair.

Tru Tech has a bid of almost \$100,000 less than the other bidders. Tom Ebersole, Legal Counsel, stated that California law requires detailed justifications for not choosing the lowest bidder, distinguishing between non-responsive and non-responsible bidders.

Staff are given directions to go back to Tru Tech to receive in detail what they are bidding on and to bring it back to the board. Kory Billings will contact Tru Tech and obtain additional information. A special board meeting may need to be held.

A motion was made / seconded, (Gry Bacom / Bob Boesch) to have Kory Billings reach out to Tru Tech for additional information and to Fresno Roofing to confirm if they are only bidding on "A" and "B" as noted on their "map" of the roof, Exhibit 6. Motion carried.

B. High Schools Medical Technician TB Testing Ratification, Exhibit 7

Kory Billings reported that at the last board meeting, the board had approved to provide some medical equipment for the nursing program at the high schools. 110 students are required to have a TB test for this internship.

Dr. Boggs heard of this need and reached out to BMHD; there should be some sports physicals money left. He stated that a normal TB test is \$55 and if Bloss is willing to sponsor this, he will administer the testing including returning to read the test at a cost of \$35 per student, at the same cost as a sports physical.

A motion was made / seconded, (Bob Boesch / Gary Bacom) to have Dr. Boggs administer the TB testing for the high schools at \$35 per student, Exhibit 7. Motion carried.

C. Usage of Bloss Facilities by Third Party Entities

Kory Billings mentioned that from time to time we get a request to use our facilities, and some are long-term requests. For years we have been partners with a local group who utilize one of our buildings and there is nothing in writing.

He is asking direction from the board of directors to let this continue as is or should we get something in writing. He spoke to Tom Ebersole, Legal Counsel and there are several ways to address this, should we use a lease or get a Memorandum of Understanding (MOU).

Traditionally when you use something for free, you do something on the other side to help maintain the property, there is nothing in writing. They don't have any direction as to what is expected from them to continue using the property for free.

Tom Ebersole, Legal Counsel, added that just adding the need for written agreements with entities using the facilities and the responsibility of establishing general standards. The written agreement will clarify expectations and liability with the intention to cover all entities using the facilities. It's not an amount to be paid, it's the standards, pick up trash, paint over graffiti, etc.

No motion needed per legal counsel.

BOARD MEMBER REPORTS

Kathy Flaherty thanked the board of directors for their sponsorship of the Lights of Hope. The display will be at her house on Saturday, August 31, 2024.

APPOINTMENTS / CEREMONIAL MATTERS

None.

NEXT MEETING DATE

Kory Billings will be attending the annual Association of California Healthcare Districts (ACHD) meeting in Sacramento, September 25 – 27, 2024.

The next Board of Directors meeting will be held on Thursday, October 3, 2024 at 2:00 pm in the Board Room.

AGENDA FOR CLOSED SESSION

None.

ADJOURNMENT

As there was no further business, the meeting was adjourned at 3:06 pm.

Respectfully Submitted,

Fily Cale
Executive Assistant

Kathy Flaherty
Board Chair

AUGUST DISTRICT FINANCIALS – Informational Only

Financial Statements

Bank Account Summary (**white**)

Budget to Actual Variance (**gray**)

Investment and Account Summary (**white**)

Bank Account Summary

	A	B	C	D
		8/31/24		
	Account Name	Previous Balance (7/31/24)		Current Balance (8/31/24)
1				
2	1001 PNC Checking (4858)	\$ 279,748.80		\$ 351,208.75
3	1002 PNC Payroll (0402)	\$ 10,000.11		\$ 15,021.46
4	1005 PNC Savings (1441)	\$ 2,024,071.15		\$ 3,030,341.95
5	1001 WestAmerica Checking	\$ 2,150,748.28		\$ 997,055.02
6	1002 WestAmerica Payroll	\$ 3,117.92		\$ 3,117.92
7	Petty Cash	\$ 464.68		\$ 464.68
8	Portfolio	\$ 4,468,150.94		\$ 4,397,209.78

Bloss Memorial Healthcare District

Budget vs. Actuals: FY_2024_2025 - FY25 P&L

August 2024

	AUG 2024				TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income								
5779 Rental Income	148,189.36	153,643.58	-5,454.22	96.45 %	\$148,189.36	\$153,643.58	\$ -5,454.22	96.45 %
5780 Misc Other Operating		152.25	-152.25		\$0.00	\$152.25	\$ -152.25	0.00%
Total Income	\$148,189.36	\$153,795.83	\$ -5,606.47	96.35 %	\$148,189.36	\$153,795.83	\$ -5,606.47	96.35 %
GROSS PROFIT	\$148,189.36	\$153,795.83	\$ -5,606.47	96.35 %	\$148,189.36	\$153,795.83	\$ -5,606.47	96.35 %
Expenses								
6000 Management and Supervision		6,888.92	-6,888.92		\$0.00	\$6,888.92	\$ -6,888.92	0.00%
6005 Clerical		4,768.58	-4,768.58		\$0.00	\$4,768.58	\$ -4,768.58	0.00%
6007 Maintenance		2,000.00	-2,000.00		\$0.00	\$2,000.00	\$ -2,000.00	0.00%
6010 Fica		1,164.33	-1,164.33		\$0.00	\$1,164.33	\$ -1,164.33	0.00%
6011 Unemployment Insurance		0.00	0.00		\$0.00	\$0.00	\$0.00	0.00%
6013 Health Insurance	559.00	2,487.50	-1,928.50	22.47 %	\$559.00	\$2,487.50	\$ -1,928.50	22.47 %
6014 Life Insurance		0.00	0.00		\$0.00	\$0.00	\$0.00	0.00%
6015 Pension Plan		582.92	-582.92		\$0.00	\$582.92	\$ -582.92	0.00%
6016 Workers Compensation		160.83	-160.83		\$0.00	\$160.83	\$ -160.83	0.00%
6018 Vacation Expense		896.75	-896.75		\$0.00	\$896.75	\$ -896.75	0.00%
6022 Consulting & MGT		1,068.42	-1,068.42		\$0.00	\$1,068.42	\$ -1,068.42	0.00%
6023 Legal		1,745.33	-1,745.33		\$0.00	\$1,745.33	\$ -1,745.33	0.00%
6024 Accounting/Audit		3,311.83	-3,311.83		\$0.00	\$3,311.83	\$ -3,311.83	0.00%
6026 Other Contracted Services	6,275.94	9,791.67	-3,515.73	64.09 %	\$6,275.94	\$9,791.67	\$ -3,515.73	64.09 %
6043 Food		83.33	-83.33		\$0.00	\$83.33	\$ -83.33	0.00%
6046 Office Supplies	352.32	250.00	102.32	140.93 %	\$352.32	\$250.00	\$102.32	140.93 %
6049 Other Minor Equipment		262.50	-262.50		\$0.00	\$262.50	\$ -262.50	0.00%
6050 Other Non-Medical Supply		7.42	-7.42		\$0.00	\$7.42	\$ -7.42	0.00%
6051 Computer Software QB	16.00	100.00	-84.00	16.00 %	\$16.00	\$100.00	\$ -84.00	16.00 %
6052 Freight on Purchases		9.92	-9.92		\$0.00	\$9.92	\$ -9.92	0.00%
6062 Repairs & MTC	23,386.31	25,017.58	-1,631.27	93.48 %	\$23,386.31	\$25,017.58	\$ -1,631.27	93.48 %
6063 Janitorial Expense		1,320.00	-1,320.00		\$0.00	\$1,320.00	\$ -1,320.00	0.00%
6064 Management Services	400.00	700.00	-300.00	57.14 %	\$400.00	\$700.00	\$ -300.00	57.14 %
6069 Other Purchased Services	7,986.25	8,865.00	-878.75	90.09 %	\$7,986.25	\$8,865.00	\$ -878.75	90.09 %
6071 Deprec-Land & Improvements		1,161.25	-1,161.25		\$0.00	\$1,161.25	\$ -1,161.25	0.00%
6072 Deprec-Buildings and Impro		68,134.17	-68,134.17		\$0.00	\$68,134.17	\$ -68,134.17	0.00%
6074 Deprec-Equipment		7,743.83	-7,743.83		\$0.00	\$7,743.83	\$ -7,743.83	0.00%
6077 Electricity	38,979.31	32,533.75	6,445.56	119.81 %	\$38,979.31	\$32,533.75	\$6,445.56	119.81 %
6077 Radiology Electricity		0.00	0.00		\$0.00	\$0.00	\$0.00	0.00%
6078 Natural Gas	663.16	4,403.08	-3,739.92	15.06 %	\$663.16	\$4,403.08	\$ -3,739.92	15.06 %
6079 Water	6,366.93	1,830.58	4,536.35	347.81 %	\$6,366.93	\$1,830.58	\$4,536.35	347.81 %
6080 Utilities-Other	1,529.72	3,888.58	-2,358.86	39.34 %	\$1,529.72	\$3,888.58	\$ -2,358.86	39.34 %
6082 Insurance Expense		9,383.33	-9,383.33		\$0.00	\$9,383.33	\$ -9,383.33	0.00%
6083 Tax and Licenses		368.17	-368.17		\$0.00	\$368.17	\$ -368.17	0.00%
6085 Telephone Expense		452.17	-452.17		\$0.00	\$452.17	\$ -452.17	0.00%
6086 Dues and Subscriptions	580.00	602.08	-22.08	96.33 %	\$580.00	\$602.08	\$ -22.08	96.33 %
6087 Training		355.00	-355.00		\$0.00	\$355.00	\$ -355.00	0.00%
6089 Advertising		400.00	-400.00		\$0.00	\$400.00	\$ -400.00	0.00%
6090 Bank Service Charges	47.80	103.42	-55.62	46.22 %	\$47.80	\$103.42	\$ -55.62	46.22 %
6090 Other Expenses	200.99	153.75	47.24	130.73 %	\$200.99	\$153.75	\$47.24	130.73 %
Payroll Expenses	250.00		250.00		\$250.00	\$0.00	\$250.00	0.00%
Company Contributions					\$0.00	\$0.00	\$0.00	0.00%
Retirement	171.67		171.67		\$171.67	\$0.00	\$171.67	0.00%
Total Company Contributions	171.67		171.67		\$171.67	\$0.00	\$171.67	0.00%
Taxes	450.20		450.20		\$450.20	\$0.00	\$450.20	0.00%
Wages	5,885.01		5,885.01		\$5,885.01	\$0.00	\$5,885.01	0.00%
Total Payroll Expenses	6,756.88		6,756.88		\$6,756.88	\$0.00	\$6,756.88	0.00%
Total Expenses	\$94,100.61	\$202,995.99	\$ -108,895.38	46.36 %	\$94,100.61	\$202,995.99	\$ -108,895.38	46.36 %
NET OPERATING INCOME	\$54,088.75	\$ -49,200.16	\$103,288.91	-109.94 %	\$54,088.75	\$ -49,200.16	\$103,288.91	-109.94 %
Other Income								
9040 Bloss Trust		43,460.25	-43,460.25		\$0.00	\$43,460.25	\$ -43,460.25	0.00%
9060 Interest Income		5,442.08	-5,442.08		\$0.00	\$5,442.08	\$ -5,442.08	0.00%
9061 Gain on Investments	90,345.54	60,638.92	29,706.62	148.99 %	\$90,345.54	\$60,638.92	\$29,706.62	148.99 %
9160 Property Tax Revenue	67,600.03	46,744.25	20,855.78	144.62 %	\$67,600.03	\$46,744.25	\$20,855.78	144.62 %
Total Other Income	\$157,945.57	\$156,285.50	\$1,660.07	101.06 %	\$157,945.57	\$156,285.50	\$1,660.07	101.06 %
Other Expenses								
9026 Non Operating Donation Exp		13,333.33	-13,333.33		\$0.00	\$13,333.33	\$ -13,333.33	0.00%
9030 Loss on Marketable Securit		38,953.58	-38,953.58		\$0.00	\$38,953.58	\$ -38,953.58	0.00%
Ask My Accountant	1,000,000.00		1,000,000.00		\$1,000,000.00	\$0.00	\$1,000,000.00	0.00%

Bloss Memorial Healthcare District

Budget vs. Actuals: FY_2024_2025 - FY25 P&L

August 2024

	AUG 2024				TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Total Other Expenses	\$1,000,000.00	\$52,286.91	\$947,713.09	1,912.52 %	\$1,000,000.00	\$52,286.91	\$947,713.09	1,912.52 %
NET OTHER INCOME	\$ -842,054.43	\$103,998.69	\$ -946,053.02	-809.68 %	\$ -842,054.43	\$103,998.69	\$ -946,053.02	-809.68 %
NET INCOME	\$ -787,965.68	\$54,798.43	\$ -842,764.11	-1,437.83 %	\$ -787,965.68	\$54,798.43	\$ -842,764.11	-1,437.83 %

Investment Account Summary

A	B	C	D
Account Name	8/31/24 Previous Balance (7/31/24)	Market Change	Current Balance (8/31/24)
1			
2	1010 Capital Projects \$ 1,859,643.50	\$ 30,205.81	\$ 1,889,849.31
3	1012 Bloss Facility Repair \$ 1,622,195.22	\$ 30,960.00	\$ 1,653,155.22
4	1010 Gants \$ 1,318,920.69	\$ 22,659.80	\$ 1,341,580.49
5	1011 Scholarships \$ 1,622,260.21	\$ 30,960.06	\$ 1,653,220.27
6	Ung Goodwin \$ 286,155.31	\$ 5,765.68	\$ 291,920.99
7	Portfolio \$ 6,709,174.93	\$ 120,551.35	\$ 6,829,726.28

Exhibit 3

**AUGUST PAYROLL, ELECTRONIC PAYMENTS
& BILL PAYMENT LIST**

Payroll, Electronic Payments & Bill Payment List

8/31/24

Payroll August

8/5/24 \$6638.28

8/20/24 \$6053.66

Total \$12,691.94

Electronic Payments

\$0

Check Payments

\$49,915.45

Total Disbursements

\$62,607.39

Bloss Memorial Healthcare District

Bill Payment List

August 1-31, 2024

ACCOUNT	DATE	NUM	VENDOR	AMOUNT	PROPERTY
1001 PNC General Checking					
1001 PNC General Checking	08/28/2024	50000	Vanguard Cleaning Systems of the Central	-\$2,040.00	Castle
1001 PNC General Checking	08/28/2024	50002	City of Atwater	-\$780.87	
1001 PNC General Checking	08/28/2024	50003	Johnson Plumbing Inc	-\$1,110.00	Castle
1001 PNC General Checking	08/28/2024	50004	Merced County - Castle Airport	-\$5,586.06	Castle
1001 PNC General Checking	08/28/2024	50005	AT&T-BLO	-\$356.90	Admin
1001 PNC General Checking	08/28/2024	50006	Amazon Capital Services	-\$258.04	Admin
1001 PNC General Checking	08/29/2024	50007	Placido's Heat & Air	-\$14,800.00	Bloss
Total for 1001 PNC General Checking				-\$24,931.87	
1001WestAmerica General Checking					
1001WestAmerica General Checking	08/07/2024	40418	Johnson Plumbing Inc	-\$2,483.56	Castle
1001WestAmerica General Checking	08/07/2024	40419	Technology Management Professionals Nevad	-\$646.50	Admin
1001WestAmerica General Checking	08/07/2024	40420	West Coast Gas Company, Inc.	-\$663.16	Castle
1001WestAmerica General Checking	08/07/2024	40421	PG&E	-\$9,659.37	Bloss
1001WestAmerica General Checking	08/07/2024	40422	Chemsearch	-\$596.92	Castle
1001WestAmerica General Checking	08/07/2024	40423	San Joaquin Valley	-\$580.00	Castle
1001WestAmerica General Checking	08/07/2024	40424	Amazon Capital Services	-\$78.46	Admin
1001WestAmerica General Checking	08/15/2024	40433	E.D.I.S.	-\$1,029.00	Admin
1001WestAmerica General Checking	08/15/2024	40434	City of Atwater	-\$666.61	Bloss
1001WestAmerica General Checking	08/15/2024	40435	Merced Commercial Sweeping	-\$420.00	Castle
1001WestAmerica General Checking	08/15/2024	40436	Mid Valley Disposal	-\$1,529.72	Castle
1001WestAmerica General Checking	08/15/2024	40437	PNC Bank	-\$216.99	Admin
1001WestAmerica General Checking	08/15/2024	40438	Dr Brandon Boggs	-\$2,940.00	Admin
1001WestAmerica General Checking	08/15/2024	40439	Johnson Plumbing Inc	-\$3,395.50	Castle
1001WestAmerica General Checking	08/15/2024	40440	Valley Business Center	-\$77.79	Admin
Total for 1001WestAmerica General Checking				-\$24,983.58	
				-\$49,915.45	

Exhibit 4

2024-2025 SPORTS PHYSICALS UPDATE

2024 -2025 Sports Physical Report

Dr. Brandon Boggs

May 2024

Atwater High School (3 visits)	495	@	\$35	\$17325.00
Buhach High School (1 visit)	152	@	\$35	\$5320.00
				\$20895.00

June 2024

Atwater High School (1 visit)	20	@	\$35	\$700.00
Buhach High School (1 visit)	27	@	\$35	\$945.00
				\$1645.00

July 2024

Atwater High School (0 visits)	0	@	35	\$0
Buhach High School (0 visits)	0	@	35	\$0
Mitchell Senior (1 visit)	84	@	35	\$2940.00
				\$2940.00

August 2024

Atwater High School (1 visit)	46	@	35	\$1610.00
Buhach High School (1 visit)	56	@	35	\$1960.00
Middle Schools	138	@	35	\$4830.00
In office visits	11	@	35	\$385.00
				\$8785.00

Running Total

1029 Physicals

\$34,265.00

Total Grant \$40,000.00

Used \$34,265.00

Remaining \$5,735.00

RFP FOR ROOF REPLACEMENT

San Joaquin Roofing, Inc

- Concrete Roof \$360,386.00
- 2nd option (Clay) \$413,875.00

Fresno Roofing

- \$221,729.00
- Gutters (optional) \$ 11,750.00
- \$233,479.00

King's Roofing

- Concrete Tiles \$244,104.00
- Gutters (optional) \$ 35,835.00
- \$279,939.00

Tru-Tech

- Concrete Tiles \$132,700.00



BLOSS MEMORIAL HEALTHCARE DISTRICT

REQUEST FOR PROPOSAL (RFP)

Bloss Memorial Healthcare District is seeking bids for Clay Roof Replacement. The project is located at 1691 Third Street, Atwater, California.

Licensing & Prevailing Wage Requirements:

All interested parties must be licensed, appropriately bonded, and show proof of worker's compensation coverage.

The Contractor and all Subcontractors under the Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the agency's principal office. Prevailing wage rates are also available at <http://www.dir.ca.gov>.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records ("CPR(s)") to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations ("DIR"). Labor Code section 1771.1(a) states the following: "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Logistics:

Walk through and scope of work to be done by appointment:

Contact Kory Billings, CEO

(209) 349-0500 between the hours of 8:00 am to 3:30 pm, Monday – Friday.

Bids must be received no later than 5:00 pm, Monday, August 26, 2024.

RFP selection will be held at the next scheduled Board of Directors meeting.

Bids may be emailed to filycale@bmhcd.org or mailed to:

Bloss Memorial Healthcare District, A public entity

257 E. Bellevue Road, #334

Atwater, CA 95301-2304

Any questions, please contact Kory Billings at (209) 349-0500

**SAN JOAQUIN
ROOFING, INC**

AUG 19 2024

S. JOAQUIN ROOFING INC

CA LIC. 1000490

425 N Abbie St Modesto CA - Mailing : P.O Box 2479 Ceres CA 95307

Phone: 209-312-9109 - Sebastian cell 209-277-1909 - www.joaquinroofing.com

Date: 08/19/24

Bloss Memorial Healthcare District
Attn: Kory J Billings
209-349-0500

Job Site: 1691 Third St Atwater CA



Roof Replacement Tile roof

Scope Of Work: Roof assembly

We are proposing to replace the tile roof at the area highlighted in red in the picture in red shown above.

Proposal includes removing existing roof tile and underlayment and all in relation to the existing roof such as fasteners, wood, battens, old pan metal, etc.

We are proposing to install a new Eagle concrete roof S tile roof system. With a layer of Eagle armor underlayment and redwood or cedar wood battens fasten. Roof tile will be installed per manufacturer recommendations. Accessories will be replaced such as metal valleys, pipe flashings, ridge Closures, pan metal, eave risers, metal drip and roof will be completed with tile ridge cap and rake tiles.

The roof will have Eagle's manufactured limited lifetime warranty plus JRC three year workmanship warranty.

All roofing trash and debris will be hauled away and disposed of. Pull Local building permit.

Roof replacement Cost: \$360,386.00

We are Also proposing the second option to install a WestLake Royal Clay S tile one piece tile.

First we will remove the entire existing roof system. Then a new layer of underlayment Self adhering tile seal will be installed on the entire roof. The entire roof will be completely fastened with galvanized or weather treated fasteners. New roof accessories as proposed as the first option.

2nd option Roof clay replacement Cost: \$413,875.00

JOAQUIN ROOFING CO

Lic. 1000490

425 N Abbie St Modesto CA 95357 & Mailing P.O BOX 2479 Ceres CA 95307

Office: 209-312-9109 & Fax: 209-312-9702

Email : sebastian@joaquin-roofing.com - website: www.joaquinroofing.com

LIMITED WORKMANSHIP WARRANTY

JOAQUIN ROOFING CO AGREES TO PROVIDE " NO CHARGE " LABOR SERVICE IN THE EVENT OF A ROOF LEAK(S) OCCURANCE. As a direct result of our workmanship. (Upon full payment due to us)

SERVICE PERIOD IS FOR 3 YEARS AT THE EXPENSE OF JOAQUIN ROOFING CO

Joaquin Roofing Co's full value/no dollar limit (NDL) service policy has no deductible & our leak repair service is non-prorated. You get the same no cost leak service in the last years of your warranty as you'll receive in the first year(s) of this warranty & without a trip charge.

*INTERIOR DAMAGE NOTATION:

*Client "specifically has been advised and understands" that there is "NO INTERIOR DAMAGE COVERAGE OR REIMBURSEMENT LIABILITY" given, Implied or suggested by Joaquin Roofing Co at any time throughout the service guarantee period. *Joaquin Roofing Co sole OBLIGATION is to provide client "zero cost" & Timely roof leak repair(s) with " ZERO CO-PAY or DEDUCTIBLE" & our service " non-prorated"

CONDITIONS OF GUARANTEE:

Now that your roofing work is completed, We advise clients with roof drains to have their service people (@ client's expense) to check & insure that all drains, drain lines, gutters and downspouts are free & clear of debris, whether old or new. Please remember that roofing normally occurs every 10-15-20 years and this work is critical to try to avoid costly " false roof leaks" .

Additionally, "Annual roof inspections" (strongly advised) can identify current & future service needs minimize "Emergency's. *We also advise "regular" roof cleaning of leaves debris, etc. That could clog roof drains thus huge potential for leaks, interior damage + time/money & "mega stress" all of which are usually avoidable. *Refer to you contract additional terms & conditions (reverse side of Joaquin Roofing's contract) for additional clarification (also part of herein conditions).

NOTE:

In the event that JOAQUIN ROOFING CO is called out for " roof leak " service yet we find the leak(s) is un-related to our workmanship there will be a minimum \$125 trip charge + \$25 fuel surcharge fee (due COD) for the cost of our specialists time in making such investigation.*This is due to the massive number of leak calls that are actually un-related to our roof system such as old skylights, conduits, A/C ducting, filter racks, internal drains/scuppers & below roof plumbing, stucco/siding cracks, window leak water-proofing issues, etc. All of which are normal maintenance responsibility of property owners whether for a Home,Apt, or Building upkeep. " Preventive Maintenance" is #1 key to achieve sustainable roof life.

THIS GUARANTEE ISSUED TO: SAMPLE

& REFERS ONLY TO OUR ROOFING WORK PER CONTRACT dated _____ on the home/building located at:

X SAMPLE _____

JOAQUIN ROOFING CO: Sebastian Joaquin

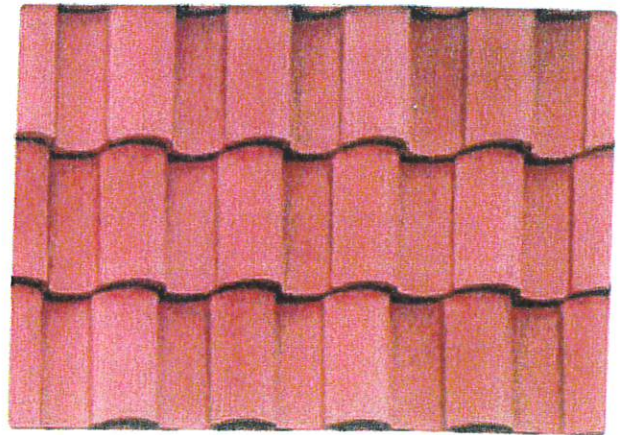
Date:

SIMPLE. *elegant*. SOLUTIONS.
 from a company you can trust



Eagle Tile Product Specifications

www.eagleroofing.com



3698 Kona Red Range

Profile	Weight	Description	Category
Capistrano	Conventional	Range of Red	Conventional

Regions Available

California, Eastern Canada, Florida, Hawaii, Great Plains, Intermountain, Midwest, Northeast, Northwest, Southeast, Southwest, Western Canada

Ref	Aged Ref. (3 yr)	EMI	Aged EMI (3 yr)	SRI	Aged SRI (3 yr)	CRRC
0.25	0.27	0.83	0.9	23	28	0918-0018



EAGLE ARMOR

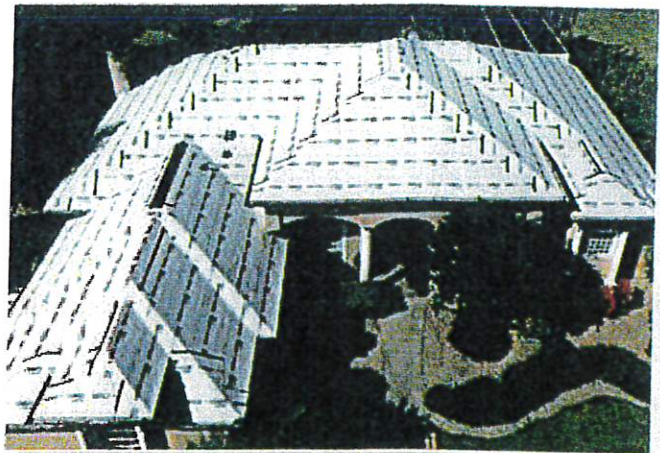
by APOC

The Superior Underlayment for New Construction and Re-Roof Jobs

Engineered with a patented three compound adhesive system and reinforced seamed technology, Eagle Armor by APOC is the superior underlayment for maximum waterproofing protection under tile, metal and conditions that require a mechanical attachment. Highly rubberized and manufactured with dual reinforcements and a flexible membrane, Eagle Armor by APOC is an exceptional product unlike all others, protecting against ice, rain, wind and fire.

TYPICAL PHYSICAL & PERFORMANCE CHARACTERISTICS

Size	39 3/8" x 65' 8"
Area	Approx. 2 Squares
Thickness (ASTM D1970)	60 mils
Max Load (ASTM D5147) (lbf/in)	>25
Elongation at Break,	
Min. of Modified Bitumen Portion (ASTM D5147) (%)	>10
Tear Resistance (ASTM D1970) (lbf/in)	>60
Moisture Vapor Permeability (ASTM E96)	<0.1
Adhesion to Plywood @ 40°F (ASTM D1970)	>8 lbf/in
Adhesion to Plywood @ 75°F (ASTM D1970)	>25 lbf/in
Sealability Around Nail (ASTM D1970)	Pass
Waterproof Integrity After Low Temp. Flexibility	Pass
Slip Resistance (ASTM D1970)	Pass
Low Temperature Flexibility (D1970)	Pass



APPROX. SHIPPING WEIGHTS

(Note: All approx. weights include container)

Weight per Roll	Approx. 55 lbs
Rolls per Pallet	25
Weight of Pallet	1380 lbs



For more information and to register the 30 Year Protection Plus Limited Warranty associated with Eagle Armor by APOC, visit: eagleroofing.com/eagle-armor



CHOOSE A HIGH-PERFORMANCE UNDERLAYMENT THAT PROVIDES TOTAL PROTECTION

Introducing Our New Underlayment

Eagle Armor by APOC is a premium, all-purpose fleece top underlayment and leak barrier that pairs beautifully with concrete roof tile applications.

Void of high costs and difficult installation practices, Eagle Armor by APOC is specially formulated to handle the most extreme of weather, protecting homes and commercial buildings from hot, humid conditions, blistering sun, rain, wind and more.

The strongest and most durable underlayment in its class, Eagle Armor by APOC features a:

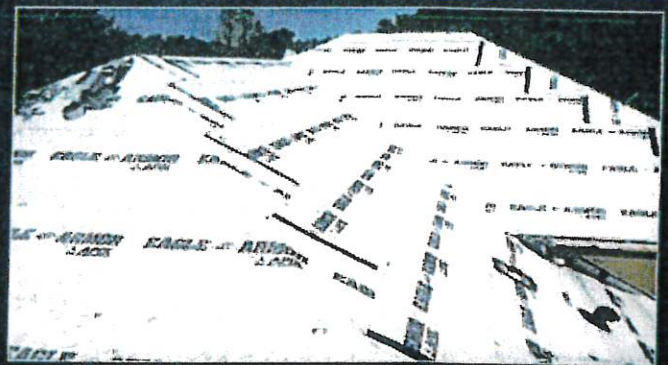
- Nail Sealable Membrane,
- Tri-Bond® Patented Adhesive & Waterproofing System,
- RST® Reinforced Seam Technology for added strength,
- Safe-Step Fleece-Top® Surface for added traction,
- Split Release Film for easier positioning, faster installation and clean lines.

In addition, it:

- is suited for Concrete Tile Roofs, as well as Metal Roofing Systems, and Foam or Mechanically Fastened Roof Systems,
- is UV Protected & High Temperature Resistant,
- has an Exposure Rating of 180 Days,
- reduces the possibility of Wind Driven Rain, Ice Dams, Leaks & Water Damage,
- is ASTM E108 and UL 790 Tested: Class A Assembly under Eagle Concrete Roof Tiles,
- comes with a 30 Year Warranty provided by APOC.

EAGLE ARMOR

by  APOC



THE ULTIMATE LINE OF DEFENSE AGAINST THE ELEMENTS, INSTALL EAGLE ARMOR BY APOC.

For more information or to receive a free sample, visit eagleroofing.com/eagle-armor

Connect with us!




USA Owned. USA Made.

****Not An Active Warranty****



EAGLE ROOFING PRODUCTS FLORIDA LLC TRANSFERABLE LIMITED LIFETIME PRODUCT AND LIMITED 10 YEAR REPLACEMENT COST WARRANTY



USA Owned. USA Made

Warranty Department

3546 N. Riverside Ave.
Rialto, CA 92377

Warranty Number: {WARRANTY NUMBER}
Issued To: {OWNER NAME}
Address: {ADDRESS}

THIS LIMITED WARRANTY COVERS THE STRUCTURAL INTEGRITY AND SPECIFIC MANUFACTURING DEFECTS OF INDIVIDUAL ROOF TILES ONLY, AS DESCRIBED BELOW. EAGLE ROOFING PRODUCTS FLORIDA LLC DOES NOT WARRANT INSTALLATION METHODS, MATERIALS OR LABOR PROVIDED BY OTHERS.

Eagle Roofing Products Florida LLC ("Manufacturer"), subject to the terms of this entire instrument, warrants to the original owner of the structure for which EAGLE Roofing tiles were purchased and installed, and the subsequent owners of the structure (provided that the initial installation of roof tiles on the original structure was properly completed within the perimeters of the prevailing building code, and the warranty was properly registered within 18 months of the inceptive delivery of roof tiles to

the original structure) for the duration of their ownership (the "Warranty Holder"), that the EAGLE Roofing Tiles installed on the structure listed above shall not allow the passage of water through the body of the tile due to:

- *Structural deterioration of the tile caused by normal exposure to the elements, or*
- *Latent or concealed manufacturing defects in the tile*

Manufacturer's tiles shall be assessed in reference to ASTM C 1492 (standard Specification for Concrete Roof Tile), specifically, 7.4 (Transverse Strength) and/or 7.5 (Permeability). Manufacturer will furnish the remedies specified below, for the applicable time periods, for defective tiles that do not pass either of these tests when conducted according to the specification and methods listed in ASTM C 1492, in effect on the date of original installation. This test shall be conducted and evaluated by Eagle Roofing Products Florida LLC at the Manufacturer's expense, or by an IAPMO ES recognized, certified testing agency at the structure owner's expense.

Manufacturer has the right to inspect the premises and/or receive tiles from the structure to evaluate the applicability of this warranty, and provided a verifiable manufacturing defect for which warranty protection is provided hereunder is established, then within 90 days from the date of inspection and/or testing of the tiles, Eagle Roofing Products Florida LLC will coordinate with a local roofing material supplier and/or roofing contractor to provide to the Warranty Holder (at Manufacturer's sole election) either (i) replacement tile, matching color, shape and texture as close to the original as is currently available, or (ii) the refund at the current Manufacturer's distributor cost for replacement tile, matching color, shape and texture as close to the original as is currently available, with respect to the tile that exhibits a verifiable manufacturing defect for which warranty protection is provided here under.

Manufacturer further agrees that, during the first ten (10) years following original installation (but only for that period), this limited product warranty will also include all reasonable costs associated with the labor to remove any defective tiles, loading and installation and installation of replacement tiles, and freight, underlayment, nails and other components materials required by local building codes in connection with the replacement, but only when and to the extent verified manufacturing defects cause intrusion of water into the structure and the defective condition of the tile was not obvious prior to installation. (This additional warranty does not obligate Manufacturer to provide replacement tiles; per the preceding paragraph, it may still provide a refund for tile at the current Manufacturer's distributor cost.)

Manufacturer's warranty, as provided herein, only applies to the specific tiles for which a verifiable manufacturing defect covered hereby is established; this warranty does not provide for the replacement or the cost to replace adjacent tiles.

This warranty is automatically transferred to the subsequent owners through the sale or transfer of the individual structure provided that the original warranty was properly registered within 18 months of the inceptive delivery of the roof tiles to the structure.

NO IMPLIED WARRANTIES

EXCEPT FOR THE LIMITED WARRANTY EXPRESSED ABOVE, MANUFACTURER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHATSOEVER, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND OTHER EXPRESS OR IMPLIED WARRANTIES OF WHATEVER KIND, ARE HEREBY EXPRESSLY DISCLAIMED BY MANUFACTURER AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. Specific exclusions include any representation or warranty relating to color, surface cracking, chipping, topical slurry coating delamination, efflorescence, carbonation, oxidation or failure of other materials used as components of the roof or structure, installation not in accordance with TRI (Tile Roofing Institute) Installation Manuals or local building codes at the time of installation, damage to the tile caused by roof traffic or other trades, failure to comply with the recommendations set forth under "Owner Information", or foreign objects falling on the roof, ice build-up and damage to the tile or structure caused by corrosives, fire, hurricanes, hail, tornadoes, earthquakes or other acts of nature or God.

MANUFACTURER SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE TO THE STRUCTURE UPON WHICH THE Eagle Roofing Products Florida LLC HAVE BEEN APPLIED (INCLUDING ANY PROPERTY LOCATED THEREIN), OR TO PERSONS ARISING OUT OF THE USE, INTENDED USE, INSTALLATION OR APPLICATION OF SAID PRODUCTS. THIS WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL DAMAGES TO PERSONS OR PROPERTY WHICH RESULTS FROM THE PASSAGE OF WATER THROUGH THE BODY OF THE TILE.

MANUFACTURER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FROM LOSS OF PROFITS OR REVENUES, LOSS OF DATA, LOSS OF TIME, OR OTHER PECUNIARY LOSS) ARISING OUT OF ANY DEFECT IN THE TILES COVERED BY THIS WARRANTY. ALL SUCH DAMAGES AND EXPENSES ARE HEREBY EXCLUDED.

If the law of your state prohibits the exclusion of such damages and expenses, then such damages and expenses are hereby limited and in no event shall liability of Manufacturer exceed the original price paid to Manufacturer for the tiles installed on the structure. Some states do not allow the exclusions or limitations of incidental or consequential damage, thus, the above limitation or exclusion may not apply to you.

This Limited Warranty gives you specific legal rights, and you may have other rights which vary from state to state.

Owner Information

THANK YOU FOR CHOOSING EAGLE ROOFING PRODUCTS FLORIDA LLC.

RECOMMENDATIONS: Walking on or putting pressure on tiles can potentially cause damage. Our recommendation is to stay off your roof. If it becomes necessary to walk on the tiles, please take the following precautions to avoid roof damage and possible injury (provided however that such precautions are no guarantee against injury or accidental breakage of tiles).

- *Television antennas, cable dishes, satellite dishes, air conditioners, evaporative coolers and decorations should be positioned so that installation and repairs can be made without walking on the roof tiles. Secure a walkway of plywood, planks, walk-pads, etc. where foot traffic is necessary.*
- *If it should become necessary to remove from your roof such objects as tree limbs, leaves or children's toys, try using a rake, long stick, or other tool.*
- *If you must walk on the roof tile, wear soft-soled, non-slip shoes. Be careful, tiles can be slippery. Step only on the lower center area of the tiles. Roof tile must not be used as a staging area or work platform.*
- *If inspection is desired or repair work is required, we recommend you contact the original roofing contractor. If unavailable, select another qualified licensed roofing contractor.*

ROOF TRAFFIC: In an effort to avoid the inherent danger associated with walking on a roof, we recommend **that only licensed and insured professional contractors traverse roofs**. Caution should be exercised to ensure personal safety and prevent damage to roof tiles that may void this LIMITED LIFETIME PRODUCT AND LIMITED 10 YEAR REPLACEMENT COST WARRANTY

***see manufacturer's instructions and guidelines. Roof tiles broken by foot traffic should be replaced as soon as possible. The broken tiles may cause problems by allowing water and UV rays to penetrate through to the underlayment and damage it. There are certain methods of traversing the roof that may minimize damage. It is recommended to step at the bottom three inches of the installed tile. This section is supported by the lapped tile beneath it and the weight is then transferred to the deck below.*

EFFLORESCENCE: Temporary light patterning may appear on darker tiles. This is caused by efflorescence and occurs naturally as seen on sidewalks and brick walls when alkaline deposits gravitate to a surface exposed to moisture. The surface of every EAGLE tile has been treated to minimize the possibility of efflorescence. If it should occur on your roof, it will disappear completely after additional exposure to rain.

COLOR RANGES: Eagle Roofing Products Florida LLC uses the best raw materials available to manufacture our products, including iron oxide coloring pigments. When single color, mono-tone roofs are selected however, there will be a variation in the hue/color from one tile to another due to the fact that concrete tiles are manufactured from natural raw materials, and natural raw materials will vary in color. We strongly recommend that blends, ranges, streaks or flashed tiles be used to help mask any variations that maybe visible in the tiles. However, please note that variations on single color roof tiles may be present. As the roof ages, the variation tends to be less noticeable. Eagle does not warrant color due to the tile exposure to the elements. Variations in sand, cement and coloring oxides may also cause texture and/or color shading during the manufacturing process. This variance is not detectable through standard quality control practices. Please note that installation of our roof tiles constitutes acceptance. It is the responsibility of the installing roofing contractor/general contractor and/or homeowner to inspect, select and place roofing tiles in a manner that will optimize the beauty of the roof and to ensure the desired appearance.

HAIL: As the result of EAGLE standard weight tiles' excellent performance under laboratory testing, a growing number of property insurance companies offer significant discounts from published rates in hail-prone areas. Check with your insurance agent or your State Insurance Commissioner.

CLAIMS: WHAT YOU MUST DO To file a claim under this WARRANTY:

- *Send a notice of the claim in writing to EAGLE'S Warranty Department as noted below*
- *Include proof of original WARRANTY and/or Transfer of WARRANTY*
- *Include a copy of the original roofing contract (if available)*

Upon receipt of a complaint notice, Eagle Roofing Products Florida LLC will promptly contact you and investigate the claim in accordance with the term of this WARRANTY.

Should you have any questions about your EAGLE tile roof, please call our Customer Service Warranty Department at **1-800-400-3245**.



USA Owned. USA Made.

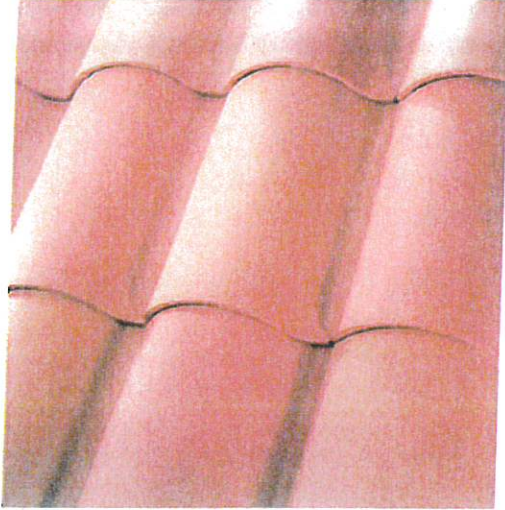
Warranty Department

3546 N. Riverside Ave.
Rialto, CA 92377

www.eagleroofing.com

EAGLELITE.
Lightweight, Firesafe Roof Tile

PRODUCT INFORMATION



Product Name: **1-Piece "S" Tile - Bermuda Blend**
 SKU Number: **1USDU0074**
 Product Type: **Standard Weight**
 Color: **Orange**
 Available Regions:
 Nationwide

Cool Rated Product

Reflectivity: **0.42**
 Aged Ref. (3 yr): **0.39**
 Emmissivity: **0.84**
 Aged Em. (3 yr): **0.86**
 SRI: **45**
 Aged SRI (3 yr): **43**
 CRRC ID#: **0131b**
 Seller ID#: **0942**

Tile Specifications:

Size: **18 x 13 in**
 Coverage: **88**
 Approx. Installed Weight: **800 lbs**
 Pieces per Pallet: **252**
 Squares per Pallet: **2.86**
 Approx. Weight per Pallet: **2400 lbs**


*Calculated Aged Value

The printed color shown here may vary from actual available tile color and should not be used to color match. Please contact your local Sales Representative for actual tile samples.

1.800.669.TILE (8453)
www.WestlakeRoyalRoofing.com

	Solar Reflectance	Initial	Weathered
	Thermal Emittance	0.42	0.39
		0.84	0.86
	Rated Product ID Number	0131b	
	Licensed Seller ID Number	0942	
	Classification	Production Line	
<p>Cool Roof Rating Council ratings are determined for a fixed set of conditions, and may not be appropriate for determining seasonal energy performance. The actual effect of solar reflectance and thermal emittance on building performance may vary. Manufacturer of product stipulates that these ratings were determined in accordance with the applicable Cool Roof Rating Council procedures.</p>			

Westlake Royal TileSeal™ HT

 Part of the Westlake Royal™
Cool Roof System

MODIFIED ASPHALT ROOFING UNDERLAYMENT

MIAMI-DADE COUNTY
APPROVED



WEATHER
RESISTANT



SAVE
TIME & MONEY



EASY
INSTALLATION



6 months

UNCOVERED
EXPOSURE



HIGH GRIP
NO SLIP



HIGH
TEMPERATURE



UNDER ALL
ROOFING
MATERIALS



30
YEAR LIMITED
WARRANTY

- Self-adhered water proofing for fast and easy installation
- High strength non-woven polyester surface remains intact under high foot traffic
- Stable in low and high temperatures for all climates
- Suitable for use under all roofing materials including metal
- Up to 10 tiles per stack when roof loading
- UV resistant for up to 6 months
- Self-seals around fasteners
- 30 year limited warranty

Westlake Royal TileSeal™ HT

UNMATCHED PERFORMANCE AND VERSATILITY



HIGH PERFORMANCE FOR ANY ROOF IN ANY CLIMATE



WEATHER
RESISTANT

Durable Protection – All Season

Protects against wind, rain, snow and ice-dams by bonding to the base sheet or directly to the roof deck and self-sealing around every fastener penetration.



SAVE
TIME & MONEY

Save Time and Money

Many ways to save when compared to hot mopping: faster coverage with less people, no kettles to buy or maintain & safer than hot mopping.

216 square foot per roll - net 2 squares; more than competing underlayments.



EASY
INSTALLATION

Easy Installation

Eliminates use of so many nails by self-adhering directly to the deck or to a base sheet. Reduces the installation time. Great surface traction provides safer, faster and easier installation for the entire roof.

The flexibility and robustness of the materials allow Westlake Royal TileSeal™ HT to be installed in freezing or hot summer temperatures to get the job done without delays.



6 months
UNCOVERED
EXPOSURE

6 months Uncovered Exposure

Can be left uncovered and exposed to the elements for up to 6 months without degradation.



DID YOU KNOW...



Superior Grip

Wet or dry, Westlake Royal TileSeal™ HT has a superior slip-resistant surface making it a favorite among roofers. Strong polyester surface provides excellent adhesion strength for foam installations.



Unequaled Product Performance

30 year limited warranty for guaranteed performance under any roofing material. Westlake Royal TileSeal™ HT meets or exceeds all national, Florida & Miami-Dade building code requirements and outperforms all other underlayments.



Westlake Royal TileSeal™ HT is rated up to 260° F.
Excellent under metal roofing.

"I have used other self-adhered tile underlayments and TileSeal far exceeds them in warranty and ease of installation. Thanks Westlake Royal for a great product with a great warranty."

Craig Squier, President, Kirkey Roofing, Inc.
Englewood, FL

"TileSeal has the best warranty and is one of the easiest to install self-adhered underlayments on the market as well as the safest, most walkable surface in the industry."

Don Pass, Owner, Don Pass Roofing, Inc.
Inverness, FL

CERTIFICATIONS / APPROVALS

Miami-Dade County	Approved
Florida Building Code	FL14317
ASTM	D4869, D226, Type I and Type II D1970, E2178
Patent	US 6,296,912 B1

SPECIFICATIONS

Roll size	3' x 72'
Coverage	Net 2 squares
Roll weight	70 lbs (nominal)
Thickness	64 mil (nominal)
Rolls per pallet	20 rolls
Pallet weight	1454 lbs (nominal)

PART NUMBERS

91020	Net 2 Square Roll
91059	Drop Ship/Ship To - 660 Rolls/Truck
91860	Drop Ship/Ship To - 20 Rolls/Pallet Mixed Truck

About Westlake Royal Building Products™ | Roofing Solutions

The Roofing Solutions portfolio from Westlake Royal Building Products™ is a recognized, national leader in durable and sustainable clay, composite, concrete, and steel roof systems. Encompassing a suite of materials that provide strength, versatility, and refinement, our portfolio includes US Tile® Clay Roofing Products, Newpoint™ Concrete Roof Tile, Unified Steel™ Stone Coated Roofing, DaVinci® Roofscapes, and Westlake Royal™ Roofing Components, all designed to deliver a higher standard of roof installation, performance, and design.

SIDING & ACCESSORIES TRIM & MOULDINGS ROOFING STONE WINDOWS OUTDOOR LIVING



BE BOUNDLESS™

THE PRODUCTS TO DO EVERYTHING. THE POWER TO DO EVEN MORE.

There are no limits to how far we innovate, how deeply we express, how strongly we commit, how boldly we go.

Westlake
Royal Building Products™

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Westlake Royal™ Roofing Components
WestlakeRoyalRoofing.com
800 669 8453 - West & Central
863 824 1289 - Florida & East
Item# 182604 | AC542 01/24



Westlake Royal TileSeal™ HT

Polyester Surfaced, Self-Adhesive, Multi-use Underlayment

30 YEAR MATERIAL WARRANTY

OWENS CORNING ROOFING AND ASPHALT, LLC (OWENS CORNING) warrants to the owner of the structure at the time of installation (the "Original Owner"), of the Westlake Royal TileSeal™ HT, as marketed by Westlake Royal Roofing Solutions™, subject to the exclusions, conditions and limitations noted below, that the Westlake Royal TileSeal™ HT will be free from manufacturing defects that will result in roof leaks.

WARRANTY PERIOD

This warranty is not transferable by the Original Owner. The warranty period starts at the completion of the proper installation of the Westlake Royal TileSeal™ HT and, unless terminated at the sale of the property upon which the product is installed, expires at the end of thirty (30) years.

EXCLUSIVE REMEDIES

If at any time during such thirty (30) year period the Westlake Royal TileSeal™ HT does not perform as warranted, OWENS CORNING will repair or replace at OWENS CORNING's discretion Westlake Royal TileSeal™ HT in exchange for and to the extent that the Westlake Royal TileSeal™ HT is found by OWENS CORNING not to comply with this warranty. OWENS CORNING's maximum liability is limited to the original purchase price of the Westlake Royal TileSeal™ HT, prorated and reduced at a rate of 5% for each year of service after the first ten (10) years from the effective date of this warranty.

LIMITATIONS AND EXCLUSIONS

OWENS CORNING will not be liable for, and this warranty does not cover:

1. Consequential or special damage of any kind, including (but not limited to) damage to the interior or exterior of any building or to any property contained in or near it.
2. Damage to the Westlake Royal TileSeal™ HT resulting from causes beyond normal wear and tear including (but not limited to):
 - a. Hailstorms or other unusually strong storms, high winds or act of God.
 - b. Impact of foreign objects.
 - c. Traffic on the roof.
 - d. Improper handling, storage, or installation of the Westlake Royal TileSeal™ HT.
 - e. Improper design.
3. Replacement or failure of any product used on the roof that was not manufactured by OWENS CORNING.
4. Damages to the roof resulting from anything other than an inherent manufacturing defect in the Westlake Royal TileSeal™ HT including (but not limited to):
 - a. Defects in, failure, or misapplication of material used as a roof base.
 - b. Application of solvents, paints, cleaning solutions or coatings.
 - c. Settlement or movement of the building, walls, foundation, or roof deck.
 - d. Inadequate roof drainage. No ponding water may be evident 48 hours after a rainfall.
 - e. Subsequent structural changes or alterations, including (but not limited to) installation of equipment on the roof or any other modification such as antennas, air conditioning equipment, or solar collectors.
5. Any costs incurred for repair or replacement not authorized in writing by OWENS CORNING.
6. Workmanship defects.
7. Material not installed in strict compliance with the specifications and instructions in force at the time.

WARRANTY MODIFICATION

No agreement varying, extending or modifying the terms, conditions and remedies of this warranty shall be binding upon OWENS CORNING unless in writing, signed by a duly authorized officer of OWENS CORNING.

CLAIM NOTIFICATION

To make a claim under this warranty, you must do so within 30 days after you discover the problem. To fully evaluate your claim, we may ask you to provide, at your expense, pictures of your roof or roofing material samples for us to test. You must do so in order to be eligible to make a claim under this warranty. To make a claim or if you have any questions, call us at 1-800-ROOFING or visit us at www.owenscorning.com/roofing. If you repair or replace your Owens Corning products before Owens Corning has made a determination on your claim, your claim may be denied. Owens Corning shall have a reasonable time after notification of a claim to inspect the roof. If requested by Owens Corning, the owner shall provide Owens Corning with reasonable access to the roof, during normal business hours, for the purpose of conducting an inspection of the roofing products.

SOLE AND EXCLUSIVE WARRANTY

THIS LIMITED WARRANTY IS ISSUED AND ACCEPTED AS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM OWENS CORNING AND REPRESENTS THE SOLE REMEDY AVAILABLE TO ANY OWENS CORNING ROOF OWNER. OWENS CORNING MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND OTHER THAN THAT STATED HERE. OWENS CORNING WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR BREACH OF THE WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR FOR ANY OTHER CAUSE. SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

TRANSFERABLE LIMITED CLAY PRODUCT WARRANTY

US Tile® clay roof tiles are warranted to you, the original property owner(s), by the manufacturer, Westlake Royal Roofing Solutions™ ("Westlake Royal"). Westlake Royal warrants that the clay tiles manufactured by Westlake Royal will pass applicable moisture absorption and transverse break strength tests under the conditions and using the methods applied by IAPMO Uniform Evaluation Service ("IAPMO") in report ER-411 that are in existence at date of manufacture and which are applicable to the Product. This warranty has been delivered to the original property owner(s) in connection with the original property owner(s) purchase of Westlake Royal clay roof tiles and remains in effect for as long as the original property owner(s) are living and are the owner(s) of the property for which the roofing was applied up to a maximum period of fifty (50) years. Please see below for warranty terms regarding transferability. For legal entities other than natural persons, the duration of the warranty is fifty (50) years and shall not be transferable.

Westlake Royal further warrants that the clay tile roofing products manufactured by Westlake Royal, after removal of foreign surface deposits and based on a comparison between the exposed and unexposed areas of a given tile, will not show a color fade in excess of 4 Hunter E Units as a result of normal weathering or ultraviolet exposure, for a period of twenty (20) years from date of original installation.

This warranty should be registered online at WestlakeRoyalRoofing.com within thirty (30) days after completion of installation of the roof tiles or purchase from the builder of your newly constructed home. This warranty is subject to the conditions, remedies, transfer requirements, limitations and legal rights stated in this warranty. All of the conditions and requirements stated in this warranty must be met in order to make this warranty valid.

NOTICE, INSPECTION, REMEDIES AND CONDITIONS:

Notice and Inspection: If you think your roof tiles are defective, you must contact Westlake Royal explaining your problem within ninety (90) days after your discovery at 1-800-669-8435(TILE) or email askcustomerservice@westlake.net. The date the roof tiles were installed or the date you purchased the home must be furnished to Westlake Royal.

If you choose to exercise your rights under this warranty, do not begin any repairs prior to writing Westlake Royal and receiving its permission to do so. Westlake Royal must have a reasonable opportunity to inspect and test the roof tiles before repairs are begun.

Remedies: If your roof tiles are found to be defective, in accordance with this warranty, Westlake Royal will furnish a new tile, free of charge, to replace each tile which fails the IAPMO tests or color fade tests. The manufacturer reserves the right to test all tiles before replacement. This warranty specifically excludes any obligation to pay the cost of labor to replace or reinstall the tiles for any defect. Also excluded are any labor costs required to correct improper installation or improper maintenance and all costs of materials required other than the replacement tiles.

Conditions: Westlake Royal reserves the right to discontinue or make changes in its roof tile products. If your roof tiles are not available and Westlake Royal decides to replace the defective roof tiles, Westlake Royal shall have the right to substitute roof tiles which it considers of substantially equal quality and price. Due to the nature of clay roof tiles, Westlake Royal cannot provide positive assurance of a perfect color match between different production runs. Therefore, it is understood that there may be a color difference between the original products installed and any replacement tiles provided under the terms of this warranty. All warranty claims shall be settled between you and Westlake Royal.

TRANSFER OF WARRANTY

This warranty is transferable by the original property owner(s), who are natural persons, while living, only to the next owner(s) of the property to which the roof tiles are attached, provided Westlake Royal receives electronic notice of the transfer of title of the property by re-registering the property online at WestlakeRoyalRoofing.com within thirty (30) days of the date of transfer of ownership. If you require assistance, please contact Westlake Royal at 1-800-669-8453(TILE) or e-mail askcustomerservice@westlake.net. Failure to file the required notice of transfer within such thirty (30) day period shall relieve Westlake Royal of any further obligation to the next owner(s) under the terms of the warranty. Upon meeting the above conditions of transfer, all warranty periods under this warranty, except for the above color fade warranty, shall be limited in duration to the life of the next following owner(s) for so long as such owner(s) own the property to which the roof tiles were applied, subject to a maximum period of fifty (50) years from the date of the installation. The color fade warranty as set forth above shall be limited to the time period of twenty (20) years.

This section does not apply to legal persons or entities who are not natural persons.

LIMITATIONS

Westlake Royal does not warrant against and shall not be liable for any damage to the roof tiles when due to any of the following causes: faulty or improper installation or application of the roof tiles, installation in inappropriate climatic areas (see WestlakeRoyalRoofing.com for a specific listing of Grade 1 products), use of accessories that do not properly receive or secure the tiles, settlement, shrinkage, distortion, warping, failure or cracking of the roof structure or materials to which the roof tiles are applied, earthquake, hurricane, tornado, cyclone, gale, lightning, fire, acts of God, flood, wind borne objects, impact of foreign objects, ice or weather of a catastrophic nature as defined by the United States Weather Bureau; harmful chemicals, surface discoloration due to air pollution, normal weathering of surface; fumes or vapors directly applied to the roof tiles or in the atmosphere; overlap abrasion, vandalism, misuse, physical abuse, riot, insurrection or civil disorder. Westlake Royal is giving you an express limited warranty strictly in accordance with this warranty. Westlake Royal cannot and shall not be liable to you for breach of any other written or oral warranties, whether express or implied, including those, if any, given to you by dealers, contractors, applicators or distributors of the roof tiles. EXCEPT FOR THE SPECIFIC WARRANTIES AS SET FORTH IN THIS WARRANTY, WESTLAKE ROYAL DOES NOT GIVE ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WESTLAKE ROYAL SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES for breach of any express, written, oral or implied warranty on the roof tiles. Unless otherwise expressly stated herein, your EXCLUSIVE REMEDY shall be replacement of defective roof tiles, only on the terms stated in this warranty.

LEGAL RIGHTS

This express limited product warranty excludes all labor costs. Some states do not allow the exclusion or limitation on incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

If the laws of a particular state require terms other than or in addition to those contained in this warranty, this warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this warranty or any provision of this warranty or to prevent the imposition of fines, penalties or any liability.

Effective: January 26, 2022

Clay Roof Tile

WARRANTY & MAINTENANCE GUIDE

US Tile®

Clay Roofing Products

Westlake
Royal Building Products™

ROOFING
SOLUTIONS

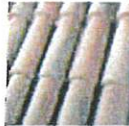
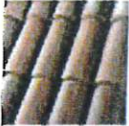







Congratulations!

You are a proud owner of a new US Tile® clay roof! You have purchased a roof that with proper maintenance, may very well last the life of your structure. You are also supported by an industry best warranty - Westlake Royal Roofing's exclusive Transferable Limited Warranty.

US Tile's foremost goal is to provide a superior roof. We are committed to educating our customers about the proper maintenance of their new roofs to provide worry-free protection. This document was created to answer frequently asked questions and provide maintenance guidelines. Please read this important information and keep this document with your warranty for future reference.

If you have additional questions, please feel free to contact us at 800-669-TILE (8453) or visit our website at WestlakeRoyalRoofing.com for a comprehensive list of frequently asked technical questions.

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Maintaining Your US Tile® Roof

MILDEW, ALGAE AND MOSS

We recommend that a professional cleaning company be used, so that you avoid the dangers associated with walking on a wet tile roof.

Many climates across the country are conducive to mildew, algae and moss growth on everything from glass, stucco, siding and driveways, to roofing products including clay tiles. While this growth can result in a dirty surface appearance, it can be treated to restore the original look.

Mildew, algae and moss do not grow directly on the tile but grow on the accumulation of dust and other organic materials that settle on the tile. When enough cycles of heat, moisture and light are present, these spores start to grow.

Many environmental variables affect the potential for this organic growth. The location of the house, the direction the house is facing to the sun, and the quantity of trees, canals and lakes in the area can contribute to mildew growth.

Fortunately, mildew, algae and moss can be removed or treated. If the growth returns, the treatment can be repeated as necessary.

CLEANING

The following method is recommended to properly pressure clean the surface of your roof to remove dirt, algae, mildew or moss.

In most applications, a pressure cleaner set at approximately 1200 psi should be used. The tip of the nozzle of the pressure cleaner should be kept approximately one to two feet from the tile. The limited pressure and distance from the tile are used to prevent damaging the surface. Most modern pressure cleaners have an induction system to deliver a 10% solution of chlorine to water. This will help to temporarily remove the mildew, algae or moss when using the recommended reduced pressure.

WEATHERING EFFECTS

US Tile® clay roof tiles will be subjected to the worst nature can offer. The combination of elements that destroy most other roof coverings will not, however, seriously affect the protective properties of clay tiles. Over time, the surface of any product left unattended will show signs of aging, and clay roof tiles are no exception.

Clay tiles are produced by baking molded clay. The density of the clay is determined by the length of time and temperature at which it is heated. Colors of clay tiles range from shades of white, yellow, orange and brown. Clay tiles are primarily colored by the clay materials that are present during molding.

CHOOSING A CONTRACTOR

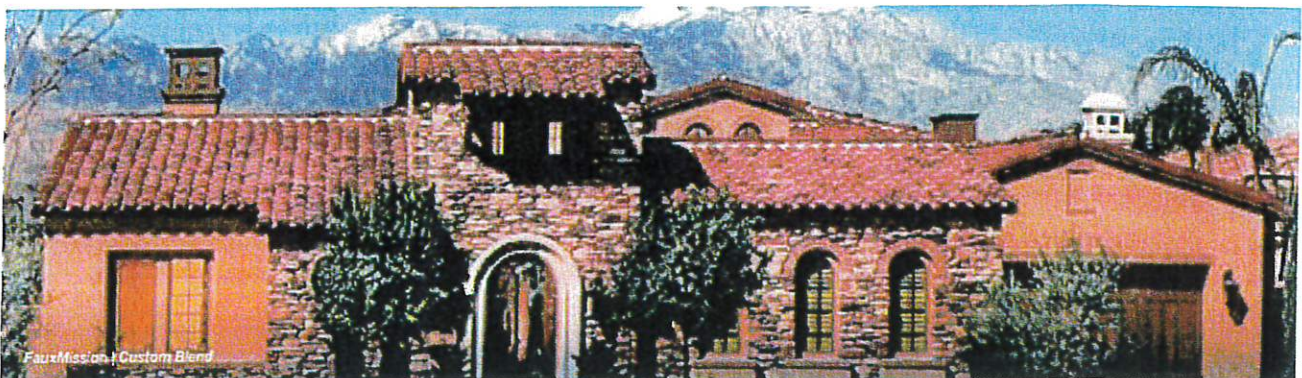
Regardless of whether you just want your roof inspected, (which should be done every couple of years), or have specific repair needs, you should take some precautionary steps in selecting a roofing contractor.

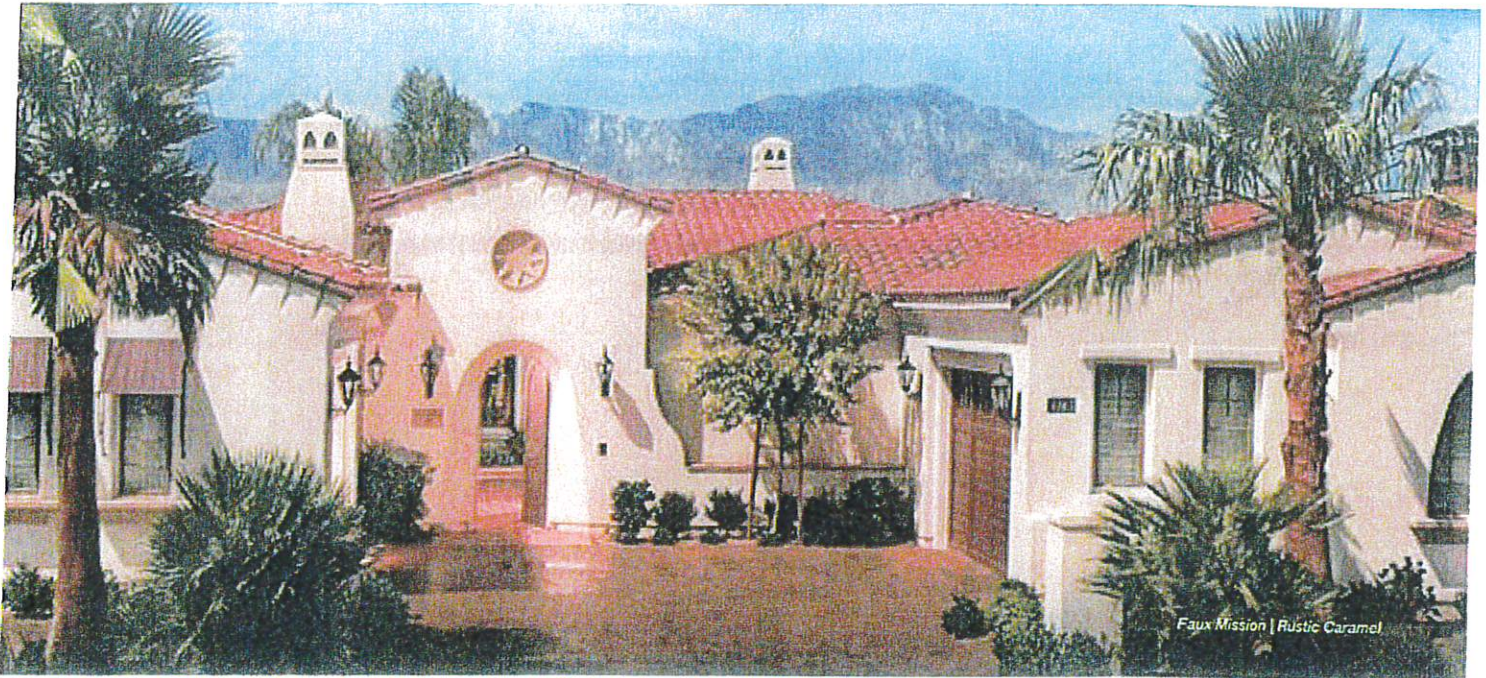
If your roof is still under warranty from the original installation, you should contact the original contractor for all inspections or repairs so that your original contractor's warranty is not voided.

Ensure that your contractor secures all necessary permits before any work begins or you may be responsible for any code violations.

Even considering its unsurpassed durability, a clay tile roof does require regular maintenance to continue to perform optimally. Replacing broken tiles, removing algae, mildew and moss, or cleaning and re-coating your clay tile roof are all vital steps in maintaining its aesthetic and protective qualities for years to come.

Choosing a professional roofing contractor for repairs and maintenance is the best method to ensure safety and the longevity of your roof.

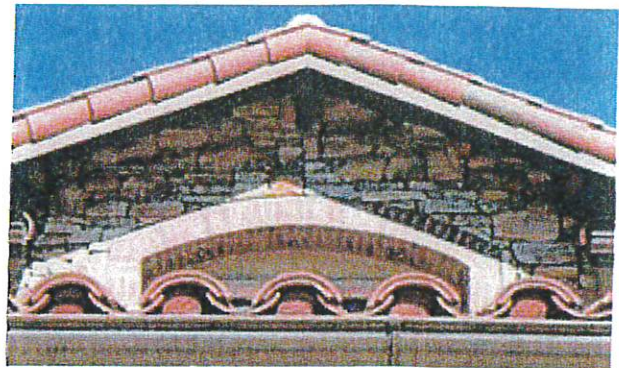




CONFIDENCE AND SECURITY

US Tile® clay tile products:

- Are covered by an Exclusive Transferable Limited Warranty (the "Warranty").
- Make your home more energy-efficient year-round.
- Are a practical investment that adds substantially to the value of your property.
- Need limited maintenance that can translate into lower product life cycle costs.



Avoid walking on your roof tile unless it is absolutely necessary

Do not walk on your roof unless you have adequate fall protection. Caution should be exercised to ensure your personal safety and prevent damage to roof tiles that may void your warranty. Roof traffic is specifically mentioned in the Special Exclusions section of your warranty. Roof tiles broken by foot traffic should be replaced as soon as possible. Broken tiles may allow penetration of water and UV rays to damage the waterproofing underlayment beneath the tiles.

There are certain methods of traversing the roof that may minimize damage. It is recommended you step at the bottom three inches of the installed tile. This section is supported by the lapped tile beneath it and the weight is then transferred through it to the deck below.

Keep in mind that activities such as cleaning gutters and hanging holiday lights can be accomplished from a ladder rather than walking on your roof. Ladder braces may be attached to avoid damage to your gutters and tiles.

Remember the following tips if you must walk on your roof tiles:

- Orient your feet in a horizontal direction. Try to distribute your weight evenly and walk as softly as possible.
- Distribute your weight on the high points of the adjacent tiles.
- A great option is to use walk pads to distribute your weight over a larger area. Pads may be fabricated in several ways but are typically made from sheets of plywood cut into 2" x 2" sections. The underside of these pads should be fitted with softer material such as carpet or rigid foam that will help distribute the weight and prevent slippage.
- Avoid walking on hips or valleys to prevent damage to specially cut tiles that are more difficult to replace.

Westlake Royal Roofing Transferable Limited Clay Product Warranty

US Tile® clay roof tiles are warranted to you, the original property owner(s), by the manufacturer, Westlake Royal Roofing Solutions™ ("Westlake Royal"). Westlake Royal warrants that the clay tiles manufactured by Westlake Royal will pass applicable moisture absorption and transverse break strength tests under the conditions and using the methods applied by IAPMO Uniform Evaluation Service ("IAPMO") in report ER-411 that are in existence at date of manufacture and which are applicable to the Product. This warranty has been delivered to the original property owner(s) in connection with the original property owner(s) purchase of Westlake Royal clay roof tiles and remains in effect for as long as the original property owner(s) are living and are the owner(s) of the property for which the roofing was applied up to a maximum period of fifty (50) years. Please see below for warranty terms regarding transferability. For legal entities other than natural persons, the duration of the warranty is fifty (50) years and shall not be transferable.

Westlake Royal further warrants that the clay tile roofing products manufactured by Westlake Royal, after removal of foreign surface deposits and based on a comparison between the exposed and unexposed areas of a given tile, will not show a color fade in excess of 4 Hunter E Units as a result of normal weathering or ultraviolet exposure, for a period of twenty (20) years from date of original installation.

This Westlake Royal Roofing Transferable Limited Clay Product Warranty should be registered online at WestlakeRoyalRoofing.com within thirty (30) days after completion of installation of the roof tiles or purchase from the builder of your newly constructed home. This warranty is subject to the conditions, remedies, transfer requirements, limitations and legal rights stated in this warranty. All of the conditions and requirements stated in this warranty must be met in order to make this warranty valid.

NOTICE, INSPECTION, REMEDIES AND CONDITIONS:

NOTICE & INSPECTION:

If you think your roof tiles are defective, you must contact Westlake Royal explaining your problem within ninety (90) days after your discovery at 1-800-669-8435(TILE) or email askcustomerservice@westlake.com. The date the roof tiles were installed or the date you purchased the home must be furnished to Westlake Royal.

If you choose to exercise your rights under this warranty, do not begin any repairs prior to writing Westlake Royal and receiving its permission to do so. Westlake Royal must have a reasonable opportunity to inspect and test the roof tiles before repairs are begun.

REMEDIES:

If your roof tiles are found to be defective, in accordance with this warranty, Westlake Royal will furnish a new tile, free of charge, to replace each tile which fails the IAPMO tests or color fade tests. The manufacturer reserves the right to test all tiles before replacement. This warranty specifically excludes any obligation to pay the cost of labor to replace or reinstall the tiles for any defect. Also excluded are any labor costs required to correct improper installation or improper maintenance and all costs of materials required other than the replacement tiles.

CONDITIONS:

Westlake Royal reserves the right to discontinue or make changes in its roof tile products. If your roof tiles are not available and Westlake Royal decides to replace the defective roof tiles, Westlake Royal shall have the right to substitute roof tiles which it considers of substantially equal quality and price. Due to the nature of clay roof tiles, Westlake Royal cannot provide positive assurance of a perfect color match between different production runs. Therefore, it is understood that there may be a color difference between the original products installed and any replacement tiles provided under the terms of this warranty. All warranty claims shall be settled between you and Westlake Royal.

TRANSFER OF WARRANTY

This warranty is transferable by the original property owner(s), who are natural persons, while living, only to the next owner(s) of the property to which the roof tiles are attached, provided Westlake Royal receives electronic notice of the transfer of title of the property by re-registering the property online at WestlakeRoyalRoofing.com within thirty (30) days of the date of transfer of ownership. If you require assistance, please contact Westlake Royal at 1-800-669-8453(TILE) or e-mail askcustomerservice@westlake.com. Failure to file the required notice of transfer within such thirty (30) day period shall relieve Westlake Royal of any further obligation to the next owner(s) under the terms of the warranty. Upon meeting the above conditions of transfer, all warranty periods under this warranty, except for the above color fade warranty, shall be limited in duration to the life of the next following owner(s) for so long as such owner(s) own the property to which the roof tiles were applied, subject to a maximum period of fifty (50) years from the date of the installation. The color fade warranty as set forth above shall be limited to the time period of twenty (20) years.

This section does not apply to legal persons or entities who are not natural persons.

LIMITATIONS

Westlake Royal does not warrant against and shall not be liable for any damage to the roof tiles when due to any of the following causes: faulty or improper installation or application of the roof tiles, installation in inappropriate climatic areas (see WestlakeRoyalRoofing.com for a specific listing of Grade 1 products), use of accessories that do not properly receive or secure the tiles, settlement, shrinkage, distortion, warping, failure or cracking of the roof structure or materials to which the roof tiles are applied, earthquake, hurricane, tornado, cyclone, gale, lightning, fire, acts of God, flood, wind borne objects, impact of foreign objects, ice or weather of a catastrophic nature as defined by the United States Weather Bureau; harmful chemicals, surface discoloration due to air pollution, normal weathering of surface; fumes or vapors directly applied to the roof tiles or in the atmosphere; overlap abrasion, vandalism, misuse, physical abuse, riot, insurrection or civil disorder. Westlake Royal is giving you an express limited warranty strictly in accordance with this warranty. Westlake Royal cannot and shall not be liable to you for breach of any other written or oral warranties, whether express or implied, including those, if any, given to you by dealers, contractors, applicators or distributors of the roof tiles. EXCEPT FOR THE SPECIFIC WARRANTIES AS SET FORTH IN THIS WARRANTY, WESTLAKE ROYAL DOES NOT GIVE ANY OTHER WARRANTIES, WHETHER EXPRESS

OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WESTLAKE ROYAL SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES for breach of any express, written, oral or implied warranty on the roof tiles. Unless otherwise expressly stated herein, your EXCLUSIVE REMEDY shall be replacement of defective roof tiles, only on the terms stated in this warranty.

LEGAL RIGHTS

This express limited product warranty excludes all labor costs. Some states do not allow the exclusion or limitation on incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

If the laws of a particular state require terms other than or in addition to those contained in this warranty, this warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this warranty or any provision of this warranty or to prevent the imposition of fines, penalties or any liability.

Effective: January 26, 2022

Roofing Contractor _____

Date of Installation _____

Enjoy your new US Tile® roof - you've made a great investment!

WARRANTY REGISTRATION ONLINE

Register your warranty online at WestlakeRoyalRoofing.com/warranties

Note: The Warranty is not applicable until you register it online and it is received by Westlake Royal Roofing Solutions™, and the owner of the tile is in compliance with the conditions of the Warranty.

Homeowner Notice

To assure maximum benefits from your US Tile® roof, minimize walking on the roof to avoid damaging tiles. Please take the following precautions:

- Use a long stick or rope to retrieve items lodged on the roof.
- When necessary to paint or repair vertical walls which adjoin the roof, make a protective walkway for tradesmen by fastening sheets of plywood in the area of heavy traffic.
- Locate antennas and air-conditioning units in areas where rooftop traffic will not be required for equipment service.
- If it is necessary to traverse the roof, walk on the lower third of the individual tiles, where the headlap/overlap is between the courses (rows) of tile.
- Be sure to wear grip-sole shoes – tiles can be slippery.
- Do not walk on hips, ridges, valleys or around pipes and vents.

SIDING & ACCESSORIES TRIM & MOULDINGS ROOFING STONE WINDOWS OUTDOOR LIVING



BE BOUNDLESS™

THE PRODUCTS TO DO EVERYTHING. THE POWER TO DO EVEN MORE.

Westlake
Royal Building Products™

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US Tile® Clay Roofing Products
WestlakeRoyalRoofing.com | 800.669.8453
Item # 182050 | BRO63 01/24



**FRESNO ROOFING
CO., INC**

RECEIVED

RECEIVED @ 4:29pm



FRESNO ROOFING CO., INC.

5950 E. OLIVE • FRESNO, CA 93727
P.O. BOX 7676 • FRESNO, CA 93747
PHONE (559) 255-8377 FAX (559) 255-8568
STATE OF CALIFORNIA DIR# 1000064536

E-MAILED
8/20/24

DIR NUMBER: 1000004536

PROPOSAL AND CONTRACT

IF YOU DON'T KNOW ROOFS, KNOW YOUR ROOFER

All Work Guaranteed
License 302777

(License Expires 5/31/2025)

DATE: August 20, 2024

SUBJECT: Re-Roofing Project
1691 Third St.
Atwater, CA

Bloss Memorial Health Care District – ATTN: Filycale@bmhcd.org
1691 Third St.
Atwater, CA 95301

Fresno Roofing Company, Inc. will furnish all labor, materials, equipment, supervision and insurance necessary for the proper execution of the work hereinafter defined for the following prices, all Federal, State, and local taxes included:

1. Remove existing tile roof, underlayment and associated flashings and dispose of.
2. A. Replace any 1"x3" fascia board on a per lineal foot cost at a rate of \$16.00 per lineal foot. – Extra
B. Replace any 1"x6" T & G roof sheathing on a per lineal foot cost at a rate of \$18.00 per lineal foot. - Extra
C. Replace any 1"x6" diagonal sheathing on a per lineal foot cost at a rate of \$16.00 per lineal foot. – Extra
D. Replace any plywood on a per square foot cost of \$7.50 per square foot. - Extra
3. Install 30# felt over prepared substrate and secure with plastic top fasteners.
4. Install 1"x2" wood battens in conjunction with tile layout. Secure to deck with 8d nails.
5. Sheetmetal:
 - A. Install tile pan flashing with sheet metal skins on sides of existing vents.
 - B. Install tile pan with skins at cupola roof vent.
 - C. Install sheet metal saddles with sheet metal skins and surface mount reglet type flashing.
 - D. Address and possibly delete elbow vent adjacent to chimney flashing.
 - E. Replace all plumbing and pipe penetration flashing with lead flashings.
 - F. Install aluminum flashings at larger 2 round pipes.
 - G. Install 4 Rib valley metal at all valley locations.
 - H. Install prefinished metal bird stop edge metal at all eave locations.

-continued-

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board, whose address is: Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827 or www.cslb.ca.gov.

TERMS: NET 30 DAYS, UNLESS OTHERWISE SPECIFIED. VISA AND MASTERCARD ACCEPTED.

When accepted this quotation becomes a contract, which is contingent upon strikes, accidents, fire or other causes beyond our control, and subject to approval of main office. **NO VERBAL AGREEMENTS ACCEPTED.**

The above quotation subject to acceptance within 30 days unless extension is mutually agreed between Owner and Subcontractor.

ACCEPTED:

DATE August 20, 2024

Respectfully Submitted

FRESNO ROOFING CO., INC.

By

Edward Duarte, Estimator

By

(Authorized Agent)

Title



FRESNO ROOFING CO., INC.

5950 E. OLIVE • FRESNO, CA 93727
P.O. BOX 7678 • FRESNO, CA 93747
PHONE (559) 255-8377 FAX (559) 255-8568
STATE OF CALIFORNIA DIR# 3029201938

DIR NUMBER: 1000004536

PROPOSAL AND CONTRACT

IF YOU DON'T KNOW ROOFS, KNOW YOUR ROOFER

DATE: August 20, 2024

All Work Guaranteed

License 302777

(License Expires 5/31/2025)

SUBJECT: Re-Roofing Project
1691 Third St.
Atwater, CA

Bloss Memorial Health Care District – ATTN: Filycale@bhmhcd.org
Page 2 of 2

- I. Install 24 gauge nosing at all gable end locations.
- 6. Install Eagle concrete tile Capistrano "S" tile over battens and secure to roof per manufacturer's specifications.
- 7. Install gable end concrete rake tile and secure with nails.
- 8. Install concrete Hip & Ridge tile at all hip and ridge locations.
- 9. Install mortar at all hip and ridge locations.
- 10. Install mortar at large roof vent tile to flashing transition.
- 11. Provide permit.
- 12. All flashing to be sealed and made watertight.
- 13. Remove all generated roofing debris from job site.
- 14. Provide a three (3) year Fresno Roofing Company, Inc workmanship warranty.

Total Labor and Materials \$221,729.00

ALTERNATE: To install 24-gauge galvanized sheet metal gutters with galvanized sheet metal 160 lineal feet, and 4 each downspout at existing locations on building A and B per our google photo. See attached photo.

Total add to base bid \$11,750.00 – Initial to Accept: _____

NOTE: Fresno Roofing Company, Inc. offers an annual or semi-annual roof maintenance program. This program consists of cleaning the roof surface of any debris, sealing jacks and corners of curbs, and performing any minor repairs on the roof surface needed to maintain your roof in a serviceable condition and to add additional life to your roof. Please contact our office to obtain a quote for your roof.

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TERMS: NET 30 DAYS, UNLESS OTHERWISE SPECIFIED. VISA AND MASTERCARD ACCEPTED.

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ACCEPTED:

DATE: August 20, 2024

Respectfully Submitted

FRESNO ROOFING CO., INC.

By *Edward Duarte*

Edward Duarte, Estimator

By




(Authorized Agent)

Title

Untitled Map

Write a description for your map.

Legend

-  1691 Third St
-  Day Break Adult Day Health Care Center
-  Karen Romero



Google Earth

Image © 2024 Airbus

80 ft



TRU-TECH



RECEIVED

SEP 16 2024

TRU-TECH

ROOFING & WATERPROOFING PROFESSIONALS

www.trutech.net

License 492186

Date: 8-26-24

To: Kory Billings
Company: Bloss Medical

Fax:

From: Mark Truitt
Fax: 209-531-1878
Phone: 209-531-1956

Total Pages: 1

RE: Clay Roof Replacement- Bloss Memorial Healthcare

Scope of Work

Remove the existing clay tile and underlayment in specified area and properly dispose of. The existing gutters will remain.

Provide and install Westlake Barcelona 900 Concrete tiles over one layer of 30# felt.

Proposal price includes all roof flashings, valleys, pipe flashings and edge flashings.

Install all new neoprene ridge/hip closure.

Proposal price does not include new gutters or flat roof sections.

BOVEE will perform asbestos testing. Proposal price does not include asbestos removal/tear off.

Apply O'Hagin ventilation as needed.

Proposal price includes prevailing wages.

Proposal price does not include dry rot repairs.





Labor and Materials- \$132,700.00

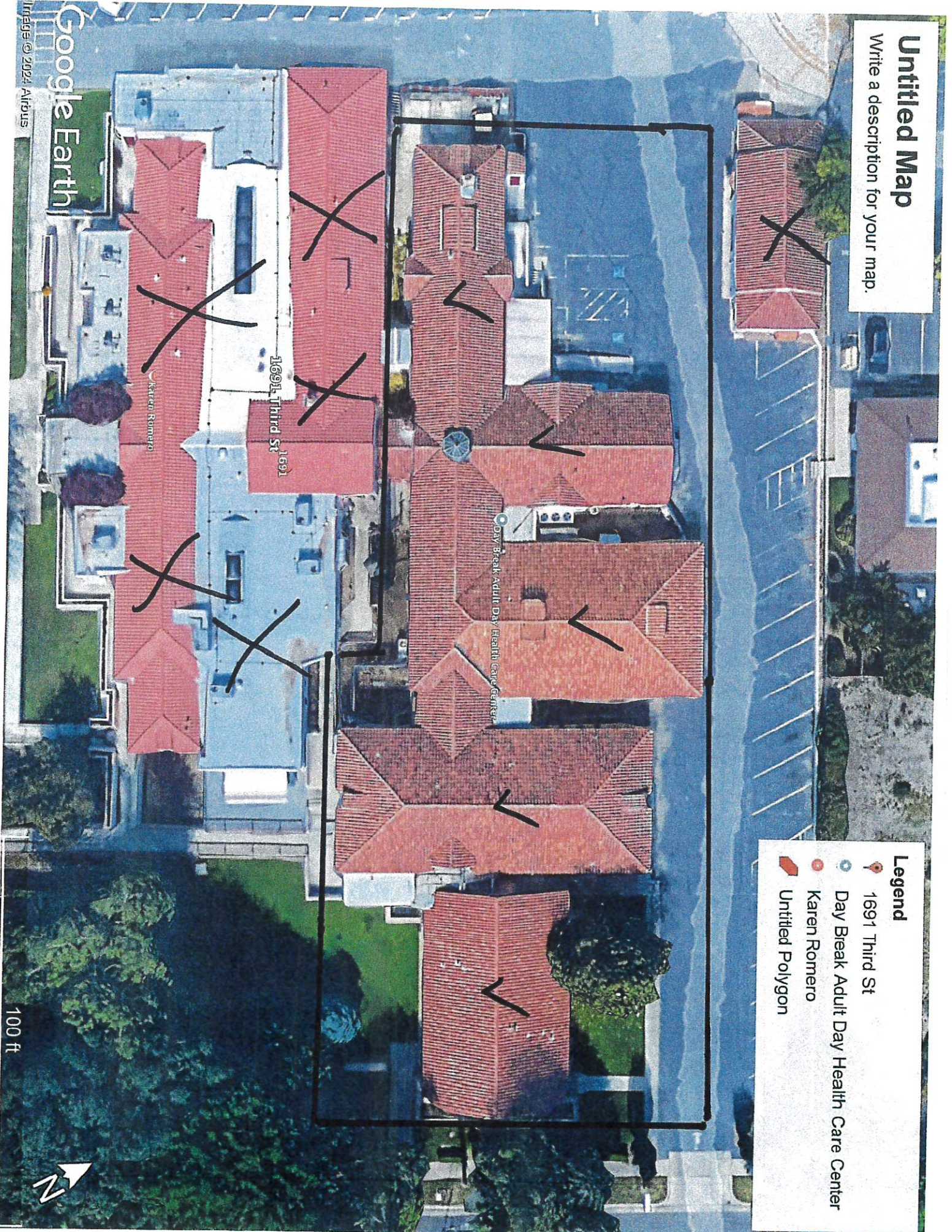
Thank You, Mark Truitt

Untitled Map

Write a description for your map.

Legend

-  1691 Third St
-  Day Break Adult Day Health Care Center
-  Karen Romero
-  Untitled Polygon



Google Earth

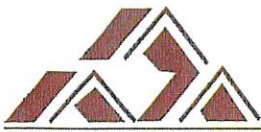
Images © 2024, Airbus

100 ft



KING'S ROOFING

AUG 26 2024 @ 4:16 pm



KING'S ROOFING

STATE LICENSE NO: 57615

Proposal

August 26 2024

Project: Bloss Memorial Healthcare Clay Tile Roof Replacement.

Estimator: Charlie Housego, cell 209-495-4530, charlie@kingsroofing.net

Scope of work:

Supply all materials, equipment and labor to complete specified scope of work.

Eagle Concrete Roof Tiles – 16,379.00 sf

- Tear Off and remove from site, existing clay tiles, underlayment's and accessories.
- Furnish and install Grace Vycor Ice and Water Shield at all Valley locations.
- Furnish and install (1) layer Fontana 30# Asphalt Felt Underlayment over substrate.
- Furnish and install Redwood Batts over underlayment attached with 8d galvanized nails.
- Furnish and install GSM Eave Flashing along with Eagle Capistrano Metal Birdstop.
- Furnish and install Eagle Capistrano Concrete Roof Tiles fastened with StormLock Stainless Steel Ringshank Nails.
- Furnish and install Polyken Hip and Ridge Flashing under all Hip and Ridge Tiles.
- Furnish and install Eagle Hip and Ridge Tiles.
- Furnish Skytrack for loading and unloading of materials and debris.
- Eagle 25 Year Limited Lifetime Warranty, Kings Roofing (2) Year Labor Only Warranty.

Base Bid Eagle Roof Tiles: \$244,104.00

See below for add alternates to base bid.

To furnish and install 5" Half Round GSM Gutters at Tile Roofs, profile to match existing with 3" Round Downspouts located approx. every 50ft, 15ea locations to be determined with owner.

Add to Base Bid: \$35,835.00

To furnish and install 4 x 8 plywood - \$175.00 per sheet.



Exclusions:

- All other work not listed in above scope.
- Painting of GSM or Steel items.

Clarifications:

- DIR # 1000000711. C-39, C-43
- MBE, Union Contractor
- All work to be performed during normal hours of operation, Monday through Friday: 7am to 5pm.
- All roofing to be completed according to Manufacturer's Specifications.
- All work to be completed in one mobilization.
- Please provide 3 weeks scheduling notice.
- Kings Roofing to provide Job Specific Safety Program.
- This proposal is good for (60) days.
- If accepted, proposal shall be attached to contract as an exhibit item

Thank you for the opportunity to be of service. Should you have any questions, concerns or require additional information please do not hesitate to contact me. Kings Roofing is dedicated to providing its customers with the utmost quality, service and professionalism.

Respectfully,

Charlie Housego
Estimator/Project Manager

DRAFT CONFLICT OF INTEREST CODE POLICY

Bloss Memorial Healthcare District, A Public Entity

Policy No.: 700 Subject: <u>Conflict of Interest Code</u>	Effective Date: October 3, 2023 Reviewed Date: Revised Date: Approved Date:
Committee / Board Approval: Date:	Administrative Approval: Date:

APPENDIX "A"

DEFINITIONS:

1. **"Public Official"** means a member, officer, employee, or consultant of a state or local government agency. The term "public official" also includes individuals who perform the same or substantially the same duties as a individual holding an office or a position listed in Government Code Section 87200, including "other public officials who manage a public investments" as that term is defined in 2 California Code of Regulations Section 18720.
2. **"Member"** shall include, but not limited to, salaried or unsalaried members of boards or commissions with decision-making authority. A board or commission possess decision-making authority whenever:
 - a. It may make a final governmental decision;
 - b. It may compel a governmental decision, or it may prevent a governmental decision either ty reason of an exelusive power to initiate the decision or by reason of a veto which may not be overridden; or,
 - c. It makes substantive recommendations, which are, and over an extended period of time have been, regularly approved without significant amendment or modification by another public official or governmental agency.
3. **"Designated Employee"** is an officer, employee, member, or consultant of an agency whose position is designated in the code because the position entails the making or participation in the making of governmental decisions which may foreseeable have a material effect on any financial interest. (Government Code Section 82019).
 - a. Making a governmental decision means the person:
 - i. Votes on a matter;
 - ii. Appoints a person;
 - iii. Obligate or commits his or her agency to any course of action; or

- iv. Enters into any contractual agreement on behalf of his or her agency.
- b. Participating in the making of a decision, means the person:
 - i. Negotiates, without significant substantive review, with a governmental entity or private person regarding the decision; or,
 - ii. Advises or makes recommendations to the decision-maker by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgement on the part of the employee and the employee is attempting to influence the decision.
- c. The term "designated employee" does not include:
 - i. Public officials specified in Government Codes Section 87200:
 - 1. Chief Executive Officer
 - 2. Executive Assistant
 - 3. Local agency public officials who manage public investments
 - ii. Solely clerical, ministerial or manual positions
 - iii. Unsalariated members of board or commissions, which are solely advisory
- 4. **"Consultant"** means an individual whom, pursuant to a contract with Bloss Memorial Healthcare District:
 - a. Makes a governmental decision whether to:
 - i. Approve a rate, rule, or regulation to;
 - ii. Adopt or enforce a law;
 - iii. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;
 - iv. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract, which requires agency approval;
 - v. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
 - vi. Grant agency approval to a plan, design, report, study, or similar item;

- vii. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency or for any subdivision thereof; or,
- b. Serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.
- c. **Consultants/New Positions**
 - i. *Consultants/New Positions for the purpose of this Conflict of Interest Code are defined as individuals that provide, under contract, information or advice to the District that may entail participation in the making of decisions, recommendations, or counsel of the District, and which may have a foreseeable material effect on any financial interest of the consultant.
 - ii. Consultants, as defined above, and New Positions are included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:
 - 1. The Chief Executive Officer may determine in writing that a particular consultant or new position, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this code. Such written determination shall include a description of the consultant's duties and based upon that determination shall include a description of the consultants' or new position's duties and based upon that description, a statement of the extent of the disclosure requirements. The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov Code Section 81008.)

Policy No.: 700	Page: 4 of 5
Subject: <u>Conflict of Interest Code</u>	

APPENDIX "B"

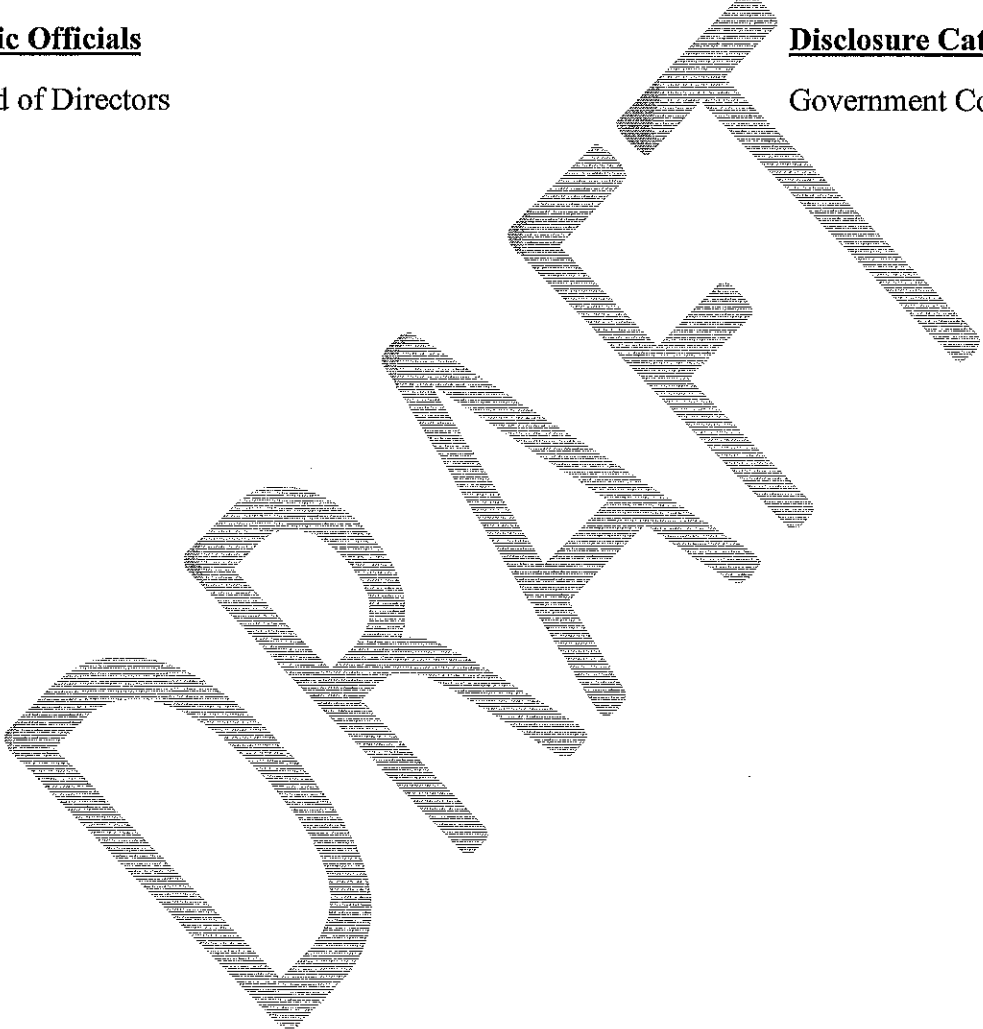
The following is a listing o those designated individuals who are required to submit Statements of Economic Interest *pursuant to the Political Reform Act of 1974, as amended:*

Public Officials

Disclosure Category

Board of Directors

Government Code §87203



RESOLUTION 2024-2

A RESOLUTION OF THE BOARD OF
DIRECTORS OF BLOSS MEMORIAL
HEALTHCARE DISTRICT ADOPTING THE
BLOSS MEMORIAL HEALTHCARE DISTRICT
CONFLICT OF INTEREST CODE

RESOLUTION 2024-2

A RESOLUTION OF THE BOARD OF DIRECTORS OF BLOSS MEMORIAL
HEALTHCARE DISTRICT ADOPTING THE BLOSS MEMORIAL HEALTHCARE
DISTRICT CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code Section 87300 et seq. (the “Act”), require state and local government agencies to adopt a Conflict of Interest Code; and.

WHEREAS, the Act requires each local agency to conduct a review of its Conflict of Interest Code each even-numbered year; and

WHEREAS, the Fair Political practices Commission has promulgated a standard Conflict of Interest Code in California Code of Regulations Title 2, Section 18730 (“Section 18730”), the terms of which are incorporated herein by reference, and which may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments to the Political Reform Act; and

WHEREAS, Bloss Memorial Healthcare District, hereinafter the “District” amends its Conflict of Interest Code to conform to the requirements set forth in Section 18730, and in addition, adds definitions in Policy Number 700, **Appendix “A”**, and amends the list of designated Bloss Memorial Healthcare District in **Appendix “B”**, that shall be require to disclose financial interests pursuant to the disclosure category.

WHEREAS, all of Bloss Memorial Healthcare District’s previous Conflict of Interest Code shall be repealed and superseded upon the adoption of this resolution and amended Conflict of Interest Code attached hereto.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of Bloss Memorial Healthcare District does hereby approve and authorize as follows:

Section 1: The District’s previous Conflict of Interest Code is hereby repealed and superseded by this Resolution 2024-1.

Section 2: The provisions of Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission are incorporated herein by reference and, along with the attached **Appendices “A”, and “B”**, in which District employees are designated and the disclosure category is set forth, collectively constitute the Conflict of Interest Code of Bloss Memorial Healthcare District.

Section 3: Pursuant to Section 18730(b)(4), designated employees of Bloss Memorial Healthcare District shall file statements of Economic Interest with the district. Any employee already required to submit a disclosure statement (Form 700) pursuant to Government Code sections 87200 and 87203 may submit a copy of that statement in lieu of any filing required by this Code, provided that no additional disclosure would be required by this Code.

Section 4: Individuals holding the designated positions outlined in **Appendix “B”** shall file their statements with the District who shall be and shall perform then duties of the filing officer for Bloss Memorial Healthcare District. Statements will be available for inspection and reproduction pursuant to Government Code Section 81008.

Section 5: Any change provided for in this Conflict of Interest Code shall not affect or excuse any offense or act committed or done, or omission, or any penalty or forfeiture incurred or accruing under any other Conflict of Interest Code; nor shall it affect any prosecution, suite, or proceeding pending or any judgement rendered in connection with any other Conflict of Interest Code.

The foregoing resolution is hereby adopted this 3rd day of October 2024.

AYES:

NOES:

ABSENT:

APPROVED:

KORY BILLINGS, CEO

ATTEST:

**KATHY FLAHERTY, CHAIR
BOARD OF DIRECTORS**