



111 E. COMMERCIAL STREET
WILLITS, CALIFORNIA 95490
(707) 459-4601 TEL
(707) 459-1562 FAX

**WILLITS CITY COUNCIL
AGENDA
APRIL 13, 2016 ♦ 6:30 P.M. ♦ COUNCIL CHAMBERS**

1. **OPENING MATTERS** – a) Call to Order; b) Pledge to Flag; c) Roll Call

2. **PUBLIC COMMUNICATIONS**
Council welcomes participation in its meetings. Comments shall be limited to three (3) minutes per person so that everyone may be given an opportunity to be heard. To expedite matters and avoid repetition, whenever any group of persons wishes to address the Council on the same subject matter, the Mayor may request that a spokesperson be chosen by the group. This item is limited to matters under the jurisdiction of the City Council which are not on the posted agenda. Public criticism of the City Council, Commission, Boards and Agencies will not be prohibited. No action shall be taken.

3. **PUBLIC MATTERS**
 - a. Update from Caltrans Construction Manager Richard Melvin Regarding the Willits Bypass Project and Related Projects

4. **CONSENT CALENDAR**
Matters listed under the Consent Calendar are considered to be routine by the City Council and will be enacted by a single motion and roll call vote by the City Council. Items may be removed from the Consent Calendar upon request of a Councilmember and acted upon separately by the City Council.

The following items are recommended for approval or denial, as follows:
 - a. Approve City Council Minutes:
 - February 24, 2016 – Special Meeting
 - March 9, 2016
 - March 21, 2016 – Special Meeting
 - b. Deny Claim Received from Robert Smith
 - c. Deny Claim Received from JPMorgan Chase Bank
 - d. Deny Claim Received from Mary Beth Miller
 - e. Deny Claim Received from Bradford A. Miller
 - f. Adopt Resolution Authorizing Willits Frontier Days Parade Route for July 4, 2016, and Decorations on PG&E Poles
 - g. Approve Lease Agreement with Willits Lions Club for Use of Scout Hut and Surrounding Exterior Premises Located at 405 East Commercial Street
 - h. Approve Letter to Assemblyman Mike Gatto Opposing AB 2395 “The Telecom Carbon Reduction and Modernization Act”, Allowing AT&T to End Landline Services in California

5. **INFORMATIONAL REPORTS**
Matters that do not require action by the City Council but are of public interest.
 - a. Disbursements Journal(s):
 - Warrant Nos. 28242-28248, Totaling \$21,035.51
 - Warrant Nos. 28249, Totaling \$4,310.79
 - Warrant Nos. 28250-28316, Totaling \$176,828.20
 - b. Building Inspection Activity Report(s) – March 2016
 - c. Business License Activity Report(s) – March 2016
 - d. Sales Tax Summary Sales for October 2014 to September 2015
 - e. Water Consumption/Revenue Chart(s) – February 2016, March 2016

6. RIGHT TO APPEAL

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

7. COMMISSIONS, AGENCIES AND AUTHORITIES

The Willits City Council meets concurrently as the City of Willits Planning Commission and City of Willits Successor Agency.

8. CITY MANAGER REPORTS AND RECOMMENDATIONS

- a. Verbal Reports – No Action

9. DEPARTMENT RECOMMENDATIONS

- a. Administration (*City Clerk, Finance, Human Resources, Legal*)
- b. Public Safety
- c. Community Development (*Planning, Building, and Code Enforcement*)
- d. Public Works & Engineering (*including Water and Wastewater Systems*)

10. CITY COUNCIL AND COMMITTEE REPORTS

- a. Mendocino Council of Governments (MCOG)
- b. Local Agency Formation Commission (LAFCO)
- c. Mendocino Transit Authority (MTA)
- d. Mendocino Solid Waste Management Authority-Joint Powers Authority (MSWMA-JPA)
- e. League of California Cities
- f. Water & Wastewater Systems Committee
- g. Revit-ED Committee
- h. Finance Committee
- i. Ad Hoc Committees
 - Marijuana Regulation Review
 - JPA Feasibility Study for Wastewater Treatment Facility
 - Caltrans Relinquishment Project
- j. Other Committee Reports
 - Economic Development and Financing Corporation (EDFC)
 - North Coast Railroad Authority (NCRA)

11. COUNCIL MEMBER REPORTS AND RECOMMENDATIONS

12. ENACTMENT OF ORDINANCES

13. GOOD & WELFARE

14. CLOSED SESSION NOTICE

- a. Conference with Legal Counsel Pursuant to Government Code §54956.9 – Existing Litigation: People of the State of California and the City of Willits v. Remco Hydraulics, Inc., et al. (United States District Court – Northern District of California, Case No. C-96-6283 SI 12/22/2000)
- b. Conference with Legal Counsel Pursuant to Government Code §54956.9b – Anticipated Litigation

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Willits City Hall, located at 111 East Commercial Street, Willits, California, not less than 72 hours prior to the meeting set forth on this agenda.

*Dated this 8th day of April, 2016.
Cathy Moorhead, City Clerk*

WILLITS BYPASS PROJECT CONSTRUCTION UPDATE MARCH 2016 UPDATE

The following is a summary of the construction activities that have been completed up to March 18, 2016

- **Contractor has completed approximately 87% of work on the project. The contractor has suspended majority of operations until spring 2016 due to winter weather conditions.**

South Segment (Beginning of Project to Center Valley Road) – STA "A" 96+00 to 149+00 (3.3 miles):

- Paving is completed to the Viaduct with the exception of the Open Grade Friction Course.
- Metal Beam Guard rail is expected to begin by April 01, 2016 weather permitting.
- Majority of Asphalt Dike is completed. The remainder will be completed in 2016
- The Drainage systems are complete and functioning.
- Electrical conduit will continue to be installed for street lighting and CCTV cameras in early summer.
- Right and left bridges for 101/20 Separations are complete.
- All Haehl Creek bridges are complete.
- East Hill Road Undercrossing Bridge is complete except for joints and bicycle railing.
- North Haehl Creek Bridge is complete except for deck grinding.
- Baechtel Creek Retaining Wall is complete.
- Permanent erosion control is installed on all completed slopes.
- Temporary erosion control is installed in all areas that do not have permanent. Monitoring and maintenance will take place throughout the winter and spring.

Floodway Viaduct - STA "A" 149+00 to 167+50 (1.2 miles):

- The Floodway Viaduct is complete except for final concrete finishing, and joint seal assemblies and installation of the bicycle railing.
- The Concrete finish work will be performed in the summer of 2016.

North Segment (Viaduct to End of Project) – STA "A" 167+50 to 191+10 (1.5 miles):

- Drainage systems are complete with the exception of some inlet grate assemblies which will be installed after paving in the summer of 2016.
- Imported fill from the Viaduct to the Northern tie-in is complete. Tie-in grading is expected to be complete by mid-June 2016
- Quail Meadows Overhead and Under Crossing bridges are complete except for deck grinding/grooving, joint seals and bicycle railing.
- Upp Creek Main Line, Upp Creek SB off Ramp, and Upp Creek NB on Ramp bridges are complete except for joints, grinding and joint seals, and bicycle railing.
- Utility relocation work is complete.
- Erosion control is being monitored and maintained at all locations.
- Aggregate Base is being partially installed north of the viaduct. Final completion will take place in the spring and early summer of 2016.
- Completion of final grading and paving will be performed in 2016, after fill settlement is complete.
- Electrical conduit will continue to be installed for street lighting and CCTV cameras in the spring.
- The temporary Active Treatment System for stormwater sediment control is completed and functioning. The system has been operational during the recent storms and will be implemented as needed throughout winter and spring.

WETLAND/RIPARIAN MITIGATION PROJECTS

CONSTRUCTION UPDATE

MARCH 2016 UPDATE

The following is a summary of the construction activities that have been completed up to March 18, 2016.

Emergency Limited Bid (ELB) Contract. This contract work started on August 11, 2014 and was completed in December 2015.

- 25 acres of invasive plant removal (Himalayan Blackberry) using mechanical/manual methods.
- 8.89 acres of wetland establishment (MGC Plasma North).
- 3 Locations of headcut repairs (Benbow, Lusher and Frost). Drainage improvement by grading eroded gullies, placed rock still structures and pool structures to slow the flow (rock lined check dams) and stabilized the area with wetland seeds and BMPs.
- 3 Locations of eroding bank repairs along Outlet Creek. Cut creek bank to widen creek, installed root wad (trunk/root ball) and footer logs for fish habitat along the creek bank, placed RSP to stabilize the creek banks, placed wetland seeds and native grass straw, and planted willows along the creek bank.
- Access road development for all mitigation parcels/areas. Placed Box culvert at Hearst Willits Road, temporary bridges at Mill Creek/Davis Creek and paved several driveways.
- Seeds for this project were collected using a separate service contract and provided to the contractor.

Mitigation Contract No. 1. This Contract was awarded on April 15, 2015. The first working day was on September 9, 2015. This project includes 3 years of plant establishment. Estimated Completion date is June 2020.

- 52.35 acres of wetland establishment (100% complete).
- Developed stream crossing at 19 locations (100% complete). Harden stream crossing were constructed using 9" cobble stone and 3" clean sand and gravel to access through the creek.
- 69 acres of invasive plant removal (Himalayan Blackberry, 75% complete) using mechanical/manual methods.
- 89.9 acres of heavy treatment (area preparation for riparian planting, 70% complete).
- Prepared 71.1 acres for riparian planting
- Developed water sources and installed irrigation system for planting and plant establishment work (27% complete).
- Planted the ELB project areas and Oak woodland areas (400,740 plants, 100% complete).
- Seeds for this project were collected using a separate service contract and provided to the contractor.
- Plants for this projects were propagated using a separate service contract and provide to the contractor.

Mitigation Contract No. 2. This Contract was awarded on June 30, 2015. The first working day was on September 9, 2015. This project includes 3 years of plant establishment. Estimated Completion date is September 2020. All Contractor's submittals have been approved and field work will start in 2016 spring including:

- 2 acres of invasive plant removal (Himalayan Blackberry) using mechanical/manual methods.
- 33 acres of heavy treatment (area preparation for riparian planting).
- Developing water sources and installing irrigation system for planting and plant establishment work.
- Installation of 287,340 plants.
- Seeds for this project were collected using a separate service contract and provided to the contractor.
- Plants for this projects will be propagated by the contractor.

Additional Mitigation Work Completed to Date Includes: In April 20104, a Contract Change Order (CCO) was executed using the Bypass project to implement infrastructure such as 132,000 feet of fencing, 50,000 feet of 2" underground water line, 150 gates, 65 stock tanks, and 25 cattle shades to facilitate cattle grazing activities within the Wetland/Riparian Mitigation project area.

WILLITS BYPASS PROJECT CONSTRUCTION UPDATE APRIL 2016 UPDATE

The following is a summary of the construction activities that have been completed up to APRIL 05, 2016

- **Contractor has completed approximately 87% of work on the project. The contractor has suspended majority of operations until spring 2016 due to winter weather conditions.**

SouthSegment (Beginning of Project to Center Valley Road) – STA "A" 96+00 to 149+00 (3.3 miles):

- Paving is completed to the Viaduct with the exception of the Open Grade Friction Course.
- Metal Beam Guard rail is currently being installed south of the Viaduct.
- Majority of Asphalt Dike is completed. The remainder will be completed in 2016
- The Drainage systems are complete and functioning.
- Electrical conduit will continue to be installed for street lighting and CCTV cameras in early summer.
- Right and left bridges for 101/20 Separations are complete.
- A1 Retaining Wall is complete.
- All Haehl Creek bridges are complete.
- East Hill Road Undercrossing Bridge is complete.
- North Haehl Creek Bridge is complete except for deck grinding and joint seal installation.
- Baechtel Creek Retaining Wall is complete.
- Permanent erosion control is installed on all completed slopes.
- Temporary erosion control is installed in all areas that do not have permanent. Monitoring and maintenance will take place throughout the winter and spring.

Floodway Viaduct - STA "A" 149+00 to 167+50 (1.2 miles):

- The Floodway Viaduct is complete except for final concrete finishing and installation of the bicycle railing.
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- Drainage systems are complete with the exception of some inlet grate assemblies which will be installed after paving in the summer of 2016.
- Imported fill from the Viaduct to the Northern tie-in is complete. Tie-in grading is expected to be complete by mid-June 2016
- Quail Meadows Overhead and Under Crossing bridges are complete except for deck grinding/grooving, joint seals and bicycle railing.
- Upp Creek Main Line, Upp Creek SB off Ramp, and Upp Creek NB on Ramp bridges are complete except for grinding, joint seals, and bicycle railing.
- Utility relocation work is complete.
- Erosion control is being monitored and maintained at all locations.
- Aggregate Base is being partially installed north of the viaduct. Final completion will take place in the spring and early summer of 2016.
- Completion of final grading and paving will be performed in 2016, after fill settlement is complete.
- Electrical conduit will continue to be installed for street lighting and CCTV cameras in the spring.
- The temporary Active Treatment System for stormwater sediment control is completed and functioning. The system has been operational during the recent storms and will be implemented as needed throughout winter and spring.

WETLAND/RIPARING MITIGATION PROJECTS CONSTRUCTION UPDATE APRIL 2016 UPDATE

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- 3 Locations of eroding bank repairs along Outlet Creek. Cut creek bank to widen creek, installed root wad (trunk/root ball) and footer logs for fish habitat along the creek bank, placed RSP to stabilize the creek banks, placed wetland seeds and native grass straw, and planted willows along the creek bank.
- Access road development for all mitigation parcels/areas. Placed Box culvert at Hearst Willits Road, temporary bridges at Mill Creek/Davis Creek and paved several driveways.
- Seeds for this project were collected using a separate service contract and provided to the contractor.

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- 52.35 acres of wetland establishment (100% complete).
- Developed stream crossing at 19 locations (100% complete). Harden stream crossing were constructed using 9" cobble stone and 3" clean sand and gravel to access through the creek.
- 69 acres of invasive plant removal (Target weed removal, 75% complete) using mechanical/manual methods.
- 89.9 acres of heavy treatment (area preparation for riparian planting, 70% complete).
- Developed water sources and installed irrigation system for planting and plant establishment work (35% complete).
- Planted the ELB project areas and Oak woodland areas (54,000 plants).
- Seeds for this project were collected using a separate service contract and provided to the contractor.
- Plants for this projects were propagated using a separate service contract and provide to the contractor.

Mitigation Contract No. 2. This Contract was awarded on June 30, 2015. The first working day was on September 9, 2015. This project includes 3 years of plant establishment. Estimated Completion date is September 2020. All Contractor's submittals have been approved and field work will start in 2016 spring including:

- 2 acres of invasive plant removal (target weed removal) using mechanical/manual methods.
- 33 acres of heavy treatment (area preparation for riparian planting).
- Developing water sources and installing irrigation system for planting and plant establishment work.
- Installation of 287,340 plants.
- Seeds for this project were collected using a separate service contract and provided to the contractor.
- Plants for this projects will be propagated by the contractor.

Additional Mitigation Work Completed to Date Includes: In April 2010, a Contract Change Order (CCO) was executed using the Bypass project to implement infrastructure such as 132,000 feet of fencing, 50,000 feet of 2" underground water line, 150 gates, 65 stock tanks, and 25 cattle shades to facilitate cattle grazing activities within the Wetland/Riparian Mitigation project area.

WILLITS BYPASS CHILDREN PROJECTS - SCHEDULES

EA	Nickname	PS&E	R/W CERT	RTL	AWARD	APPROVE CONTRACT	CONTRACT ACCEPT
01-26201	Coho Mitigation @ Ryan Creek	1/25/2016	1/29/2016	2/23/2016	9/1/2016	10/1/2016	12/31/2017
01-26203	Relinquishment of Old 101	12/1/2016	3/1/2017	3/15/2017	7/1/2017	8/1/2017	12/31/2018
01-26204	Geometric Upgrades @ Sherwood Road	9/1/2016	11/1/2016	12/1/2016	3/1/2017	4/1/2017	12/31/2018
	Milestone Completed						



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Cathy Moorhead, City Clerk

Agenda Title: DENIAL OF CLAIM RECEIVED FROM ROBERT SMITH

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: N/A

Summary of Request: Helen Ochoa claims that on December 9, 2013, she slipped and fell on snow covered ice as she exited her parked vehicle within the parking lot located at 234 South Main Street, Willits. Ms. Ochoa filed a claim with the City on May 1, 2014, which was denied due to the fact that the property on which the accident occurred is not owned by the City.

Subsequently, Ms. Ochoa filed a lawsuit against JPMorgan Chase Bank, claiming that the bank was responsible for her injuries. As JP Morgan Chase Bank only leased a portion of the office building, and not the parking lot, which they contend is owned by the City of Willits and/or others. JPMorgan Chase Bank has submitted a claim for damages with the City of Willits for this loss. *(See Agenda Item 4c)*

Ms. Ochoa has now filed a lawsuit against Robert Smith, property owner of 234 South Main Street, Willits. Mr. Smith contends that the property where Ms. Ochoa fell was actually owned by the City of Willits and has filed a claim with the City alleging that the City must indemnify him and contribute to any judgment against him in favor of Ms. Ochoa.

The City does not own the portion of property where the accident occurred and, therefore, should not accept any liability in this matter. Accordingly, City staff and REMIF recommend that the City Council deny this claim.

Recommended Action: Deny the claim submitted by Robert Smith, directing the City Clerk to transmit notification of denial to the claimant.

Alternative(s): None recommended.

Fiscal Impact: N/A

Personnel Impact: N/A

Reviewed by: City Manager City Attorney Finance Director Human Resources Risk

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

CLAIM FOR MONEY OR

DAMAGES AGAINST THE
CITY OF WILLITS

RESERVED FOR FILING STAMP

CLAIM NO. _____

File With:
City of Willits
111 E Commercial Street
Willits, CA 95490

RECEIVED

APR 04 2016

CITY OF WILLITS

A claim must be presented, as prescribed by the Government Code of the State of California, by the claimant or a person acting on his/her behalf and shall show the following:

If additional space is needed to provide your information, please attach sheets, identifying the paragraphs being answered.

1. Name and Post Office address of the Claimant:
Name of Claimant: Robert Smith
Post Office Address: c/o Norine Busser, Law Offices of Melissa Ballard, Post Office Box 2282, Brea, CA 92822-2282
2. Post Office address to which the person presenting the claim desires notices to be sent:
Name of Addressee: see above Telephone: 714-371-2310
Post Office Address: see above
3. The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.
Date of Occurrence: 12/9/13 Time of Occurrence: unknown
Location: 234 S. Main, Willits, California
Circumstances giving rise to this claim: Helen Ochoa claims to have fallen in the parking lot at this location and has sued Robert Smith, alleging he was the owner of the property where she fell. Robert Smith contends that the property where plaintiff fell was actually owned by the City of Willits.
4. General description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of the presentation of the claim: Helen Ochoa claims injuries and damages as a result of this incident. Robert Smith alleges the City of Willits must indemnify him and contribute to any judgment against him in favor of Ms. Ochoa.
5. The name or names of the public employees causing the injury, damage, or loss, if known.
Unknown.
6. **If amount claimed totals less than \$10,000:** The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed.

Amount Claimed and basis for computation:

If amount claimed exceeds \$10,000: If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case. A limited civil case is one where the recovery sought, exclusive of attorney fees,

interest and court costs does not exceed \$25,000. An unlimited civil case is one which the recovery sought is more than \$25,000 (See CCP §86.)

Limited Civil Case

Unlimited Civil Case

You are required to provide the information requested above, plus your signature on page 3 of this form, in order to comply with Government Code §910. In addition, in order to conduct a timely investigation and possible resolution of your claim, the city requests that you answer the following questions.

7. Claimant(s) Date(s) of Birth: _____

8. Name, address and telephone number of any witnesses to the occurrence or transaction which gave rise to the claim asserted:
Unknown at the present time.

9. If the claim involves medical treatment for a claimed injury, please provide the name, address and telephone number of any doctor or hospitals providing treatment:
Unknown at the present time.

If applicable, please attach any medical bills or reports or similar documents supporting your claim.

10. If the claim relates to an automobile accident:

Claimant(s) Auto Ins. Co.: _____ Telephone: _____
Address: _____

Insurance Policy No.: _____
Insurance Broker/Agent: _____ Telephone: _____
Address: _____

Claimant's Veh. Lic. No.: _____ Vehicle Make/Year: _____
Claimant's Drivers Lic. No.: _____ Expiration: _____

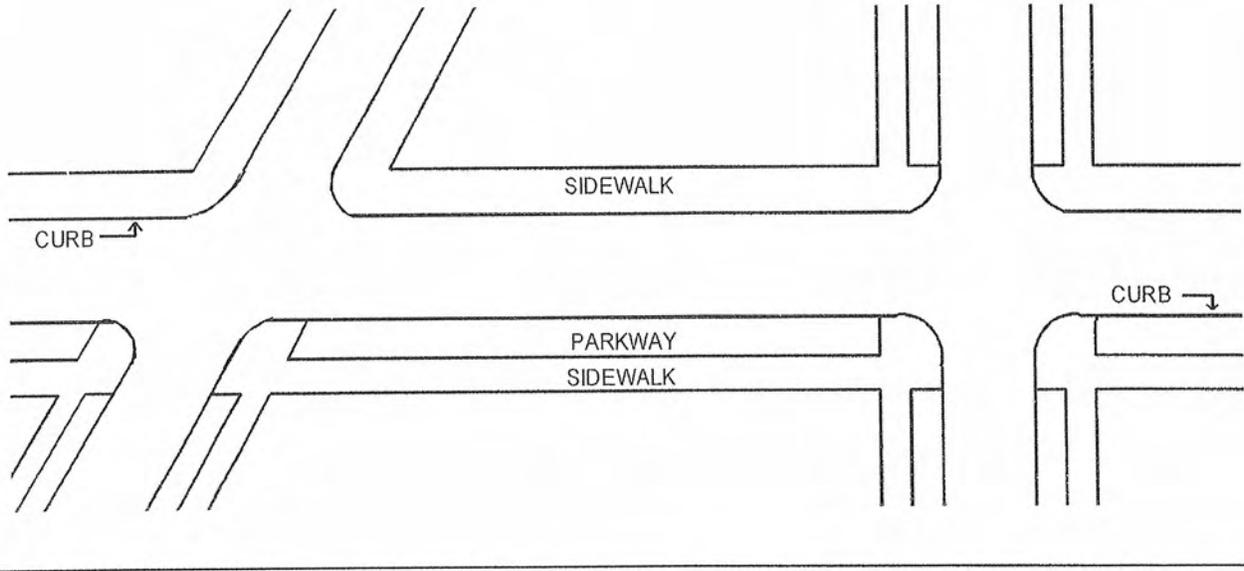
If applicable, please attach any repair bills, estimates or similar documents supporting your claim.

READ CAREFULLY

For all accident claims, place on following diagram name or streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If Agency Vehicle was involved, designate by letter "A" location of Agency Vehicle when you first saw it, and by "B" location of yourself or your vehicle when

you first saw Agency Vehicle; location of Agency vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

Note: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Warning: Presentation of a false claim with the intent to defraud is a felony (Penal Code §72). Pursuant to CCP §1038, the Agency may seek to recover all costs of defense in the event an action is filed which is later determined not to have been brought in good faith and with reasonable cause.

Mitchell

Signature: _____

Date: March 31, 2016 _____



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Cathy Moorhead, City Clerk

Agenda Title: DENIAL OF CLAIM RECEIVED FROM JP MORGAN CHASE BANK, NA

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: N/A

Summary of Request: Helen Ochoa claims that on December 9, 2013, she slipped and fell on snow covered ice as she exited her parked vehicle within the parking lot located at 234 South Main Street, Willits. Ms. Ochoa filed a claim with the City on May 1, 2014, which was denied due to the fact that the property on which the accident occurred is not owned by the City.

Subsequently, Ms. Ochoa filed a lawsuit against JP Morgan Chase Bank, claiming that the bank was responsible for her injuries. As JP Morgan Chase Bank only leased a portion of the office building, and not the parking lot, which they contend is owned by the City of Willits and/or others. JPMorgan Chase Bank has submitted a claim for damages with the City of Willits for this loss.

Ms. Ochoa has also filed a lawsuit against Robert Smith, property owner of 234 South Main Street, Willits. (See Agenda Item 4b)

The City does not own the portion of property where the accident occurred and, therefore, should not accept any liability in this matter. Accordingly, City staff and REMIF recommend that the City Council deny this claim.

Recommended Action: Deny the claim submitted JPMorgan Chase Bank, directing the City Clerk to transmit notification of denial to the claimant.

Alternative(s): None recommended.

Fiscal Impact: N/A

Personnel Impact: N/A

Reviewed by: City Manager City Attorney Finance Director Human Resources Risk

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

DUNBAR & ASSOCIATES

A PROFESSIONAL LAW CORPORATION

100 OCEANGATE · SUITE 640 · LONG BEACH, CALIFORNIA 90802-4373
TELEPHONE (562) 491-7600 · FACSIMILE (562) 491-7607

March 28, 2016

RECEIVED

MAR 31 2016

CITY OF WILLITS

City of Willits
111 E Commercial Street
Willits, CA 95490

Re: HELEN OCHOA v. JPMORGAN CHASE BANK, NA
Mendocino County Superior Court Case No.: SC-UK-CV-15-0066721

Dear Sir/Madam:

Attached please find the following documents being submitted in order to present a claim for damages against the City of Willits:

1. Claim for Money or Damages against the City of Willits;
2. Plaintiff's Complaint for Personal Injuries;
3. Plaintiff's Offer to Compromise; and
4. Photograph of location of Plaintiff's accident.

Additionally, I have enclosed a self-addressed, stamped envelope for the return of the file stamped copy of the Claim for Money or Damages against the City of Willits.

Should you have any questions regarding this matter, please do not hesitate to contact me.

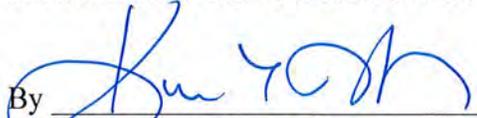
RECEIVED

MAR 31 2016

CITY OF WILLITS

Very truly yours,

DUNBAR & ASSOCIATES
A PROFESSIONAL LAW CORPORATION

By 
KEVIN T. DUNBAR

KTD:ed
Enclosures

CLAIM FOR MONEY OR
DAMAGES AGAINST THE
CITY OF WILLITS

RESERVED FOR FILING STAMP

CLAIM NO. _____

RECEIVED

MAR 31 2016

CITY OF WILLITS

File With:
City of Willits
111 E Commercial Street
Willits, CA 95490

A claim must be presented, as prescribed by the Government Code of the State of California, by the claimant or a person acting on his/her behalf and shall show the following:

If additional space is needed to provide your information, please attach sheets, identifying the paragraphs being answered.

- Name and Post Office address of the Claimant:
Name of Claimant: JPMORGAN CHASE BANK, NA
Post Office Address: C/O DUNBAR & ASSOCIATES, A Professional Law Corporation, 100 Oceangate, Suite 640, Long Beach, CA 90802
- Post Office address to which the person presenting the claim desires notices to be sent:
Name of Addressee: Kevin T. Dunbar, Esq. **Telephone:** (562) 491-7600
Post Office Address: DUNBAR & ASSOCIATES, A Professional Law Corporation, 100 Oceangate, Suite 640, Long Beach, CA 90802
- The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.
Date of Occurrence: December 9, 2013 **Time of Occurrence:** 1:20 p.m.
Location: First or second parking space of the City owned parking lot located at 234 S. Main Street, Willits, CA.
Circumstances giving rise to this claim: Helen Ochoa claims that on December 9, 2013 at approximately 1:20 p.m. she slipped and fell on snow covered ice as she exited her vehicle that she had parked in either the first or second parking space within the parking lot located at 234 S. Main Street, Willits, CA. She was attended to by emergency personnel and transported to Frank Howard Memorial Hospital for medical treatment to one of her lower extremities.
On December 2, 2015 Ms. Ochoa filed a lawsuit against JPMorgan Chase Bank claiming that the bank was responsible for her injuries. (See attached Complaint) As JPMorgan Chase Bank, NA only leased a portion of the office building, and not the parking lot, that is owned by the City of Willits and/or others, JPMorgan Chase Bank is now submitting this claim for damages against the City of Willits for this loss.
- General description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of the presentation of the claim:
Ms. Ochoa is seeking damages from JPMorgan Chase Bank, NA in the amount of \$999,999.99 (See attached).
- The name or names of the public employees causing the injury, damage, or loss, if known.
Unknown employees responsible for clearing the parking lot of snow on or after the snow fall of December 6, 2013.

6. **If amount claimed totals less than \$10,000:** The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed.

Amount Claimed and basis for computation: Ms. Ochoa's attorney has demanded \$999,999.99 in this lawsuit filed December 2, 2015

If amount claimed exceeds \$10,000: If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case. A limited civil case is one where the recovery sought, exclusive of attorney fees, interest and court costs does not exceed \$25,000. An unlimited civil case is one which the recovery sought is more than \$25,000 (See CCP §86.)

Limited Civil Case

Unlimited Civil Case

You are required to provide the information requested above, plus your signature on page 3 of this form, in order to comply with Government Code §910. In addition, in order to conduct a timely investigation and possible resolution of your claim, the city requests that you answer the following questions.

7. **Claimant(s) Date(s) of Birth:** JPMorgan Chase Bank, NA is a business entity. This question is not applicable.
8. Name, address and telephone number of any witnesses to the occurrence or transaction which gave rise to the claim asserted:
Helen Ochoa (address unknown); Current and former employees of JPMorgan Chase Bank, NA 234 S. Main Street, Willits, CA
9. If the claim involves medical treatment for a claimed injury, please provide the name, address and telephone number of any doctor or hospitals providing treatment:
Unknown medical treatment.

If applicable, please attach any medical bills or reports or similar documents supporting your claim.

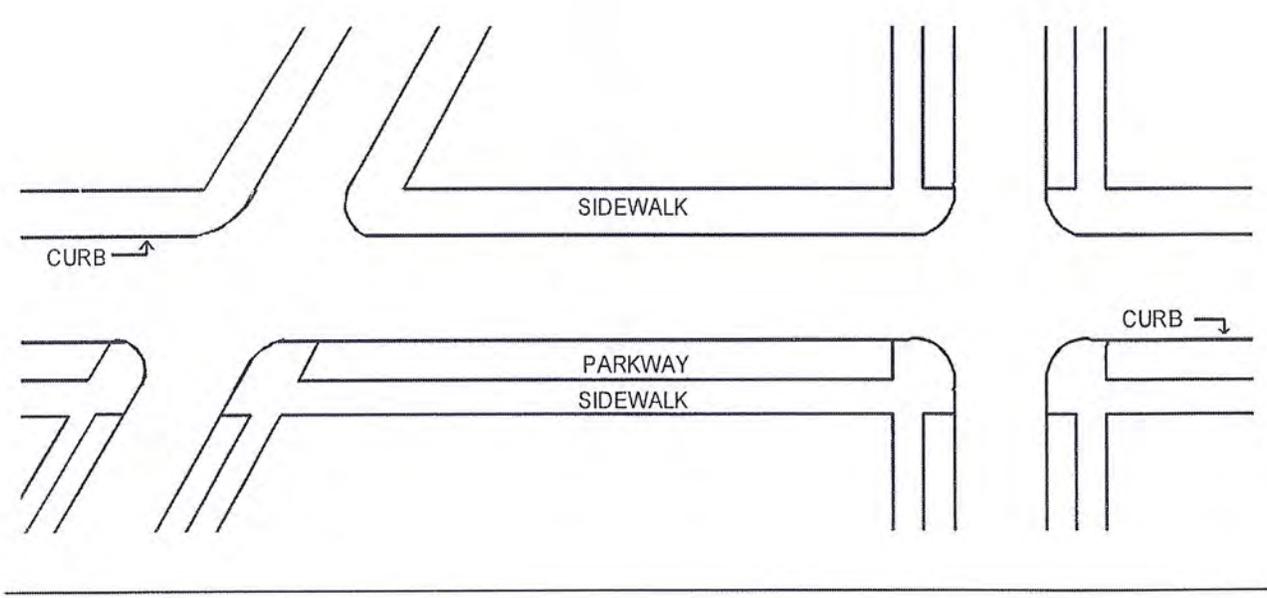
Please see attached Complaint and photograph showing where Ms. Ochoa fell in the parking lot.

10. If the claim relates to an automobile accident:
- Claimant(s) Auto Ins. Co.: _____ Telephone: _____
Address: _____
- Insurance Policy No.: _____
Insurance Broker/Agent: _____ Telephone: _____
Address: _____
- Claimant's Veh. Lic. No.: _____ Vehicle Make/Year: _____
Claimant's Drivers Lic. No.: _____ Expiration: _____

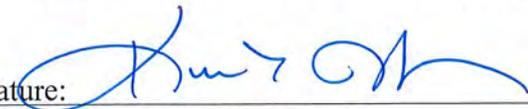
If applicable, please attach any repair bills, estimates or similar documents supporting your claim.

READ CAREFULLY

<p>For all accident claims, place on following diagram name or streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If Agency Vehicle was involved, designate by letter "A" location of Agency Vehicle when you first saw it, and by "B" location of yourself or your vehicle when</p>	<p>you first saw Agency Vehicle; location of Agency vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".</p> <p>Note: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.</p>
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Warning: Presentation of a false claim with the intent to defraud is a felony (Penal Code §72). Pursuant to CCP §1038, the Agency may seek to recover all costs of defense in the event an action is filed which is later determined not to have been brought in good faith and with reasonable cause.

Signature: 
Name: Kevin T. Dunbar, Esq.

Date: March 28, 2016



Item No. 4d
Meeting Date: April 13, 2016

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Cathy Moorhead, City Clerk

Agenda Title: DENIAL OF CLAIM RECEIVED FROM MARY BETH MILLER

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: N/A

Summary of Request: On January 25, 2016, the City received a claim (copies of claims attached) from the Law Offices of Joseph M. Ferrante on behalf of Mary Beth Miller, with a second copy of the claim submitted to the City on March 28, 2016.

The claim has been reviewed by City staff, the City Attorney, and REMIF and it is recommended that the City Council deny this claim.

Recommended Action: Deny the claim received by Mary Beth Miller, directing the City Clerk to transmit notification of denial to the claimant.

Alternative(s): None recommended.

Fiscal Impact: N/A

Personnel Impact: N/A

Reviewed by: City Manager City Attorney Finance Director Human Resources Risk

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

CLAIM FOR MONEY OR
DAMAGES AGAINST THE
CITY OF WILLITS
RECEIVED
JAN 25 2016
CITY OF WILLITS

RESERVED FOR FILING STAMP

CLAIM NO. _____

File With:
City of Willits
111 E Commercial Street
Willits, CA 95490

A claim must be presented, as prescribed by the Government Code of the State of California, by the claimant or a person acting on his/her behalf and shall show the following:

If additional space is needed to provide your information, please attach sheets, identifying the paragraphs being answered.

1. Name and Post Office address of the Claimant:
Name of Claimant: **Mary Beth Miller** ("Claimant")
Post Office Address: **2501 Grove Lane, Cary, Illinois 60013**
2. Post Office address to which the person presenting the claim desires notices to be sent:
Name of Addressee: **Joseph M. Ferrante, Esq.; Telephone: 626-796-3433; Fax: 626-796-4618**
Post Office Address: **Law Office of Joseph M. Ferrante; P.O. Box 2469, Pasadena, CA 91102**
3. The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.
Date of Occurrence: **October 20, 2015;** Time of Occurrence: **Approximately 1300 (1:00 PM)**
Location: **Main Street (US 101) at its intersection with Commercial Street, city of Willits, county of Mendocino, state of California**
Circumstances giving rise to this claim: **PLEASE SEE ATTACHMENT "1"**
4. General description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of the presentation of the claim: **Negligent operation of a motor vehicle; negligence; (please ATTACHMENT NO. "1"). Claimant's loss exceeds ten thousand dollars (\$10,000). As a result, no dollar amount is included in Claimant's Claim [See Calif. Gov. Code §910(f)].**
5. The name or names of the public employees causing the injury, damage, or loss, if known. At the time of the presentation of this Claim, Claimant is aware of the following public employees: City of Willits employee: **Thomas Harland Bond** and **PLEASE SEE ATTACHMENT "1"**
6. **If amount claimed totals less than \$10,000:** The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed.

Amount Claimed and basis for computation:

If amount claimed exceeds \$10,000: If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case. A limited civil case is one where the recovery sought, exclusive of attorney fees,

interest and court costs does not exceed \$25,000. An unlimited civil case is one which the recovery sought is more than \$25,000 (See CCP §86.)

Limited Civil Case

Unlimited Civil Case

You are required to provide the information requested above, plus your signature on page 3 of this form, in order to comply with Government Code §910. In addition, in order to conduct a timely investigation and possible resolution of your claim, the city requests that you answer the following questions.

7. Claimant(s) Date(s) of Birth: **April 11, 1953**

8. Name, address and telephone number of any witnesses to the occurrence or transaction which gave rise to the claim asserted: **PLEASE SEE ATTACHMENT "1"**

9. If the claim involves medical treatment for a claimed injury, please provide the name, address and telephone number of any doctor or hospitals providing treatment: **PLEASE SEE ATTACHMENT "1"**

If applicable, please attach any medical bills or reports or similar documents supporting your claim.

10. If the claim relates to an automobile accident: Not applicable to this claimant.

Claimant(s) Auto Ins. Co.: _____ Telephone: _____

Address: _____

Insurance Policy No.: _____

Insurance Broker/Agent: _____ Telephone: _____

Address: _____

Claimant's Veh. Lic. No.: _____ Vehicle Make/Year: _____

Claimant's Drivers Lic. No.: _____ Expiration: _____

If applicable, please attach any repair bills, estimates or similar documents supporting your claim.

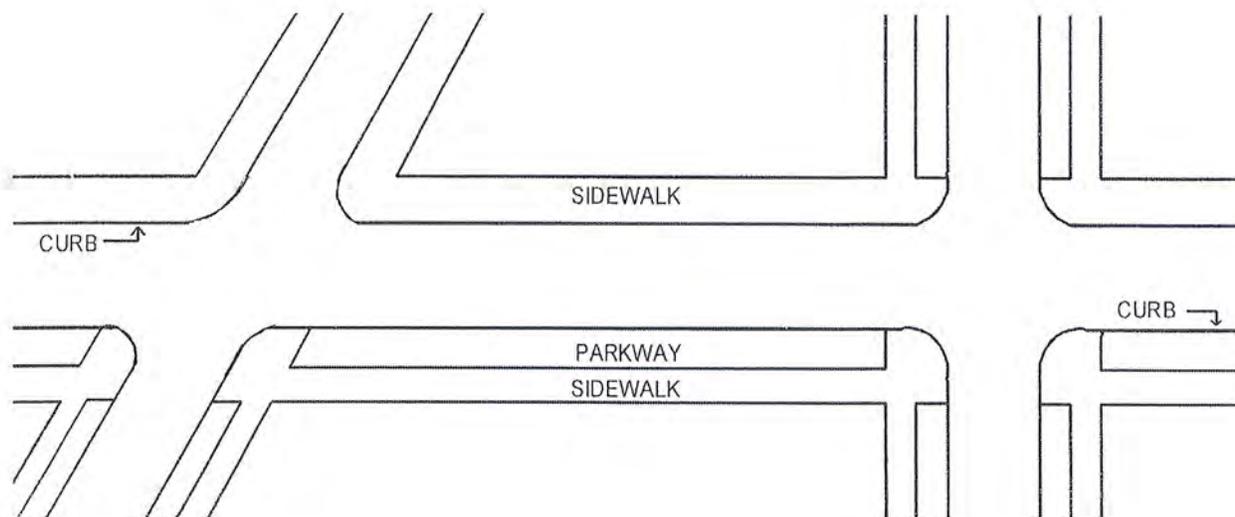
READ CAREFULLY

For all accident claims, place on following diagram name or streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If Agency Vehicle was involved, designate by letter "A" location of Agency Vehicle when you first saw it, and by "B" location of yourself or your vehicle when

you first saw Agency Vehicle; location of Agency vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

Note: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.

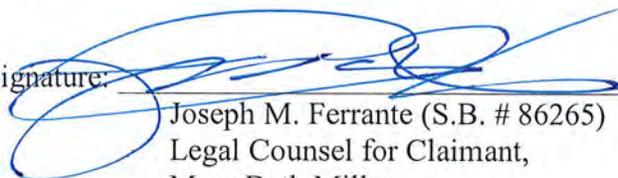
PLEASE SEE ATTACHEMENT "1"



PLEASE SEE ATTACHMENT "1"

Warning: Presentation of a false claim with the intent to defraud is a felony (Penal Code §72). Pursuant to CCP §1038, the Agency may seek to recover all costs of defense in the event an action is filed which is later determined not to have been brought in good faith and with reasonable cause.

Signature: _____


Joseph M. Ferrante (S.B. # 86265)
Legal Counsel for Claimant,
Mary Beth Miller

Date: January 20 2016

1 On the date and time of the occurrence, the Millers were standing on the southwest corner
2 of Main Street (US 101) ("Main Street") at its intersection with Commercial Street. The Millers
3 were waiting for the pedestrian crossing signal to display the walk sign for their direction of
4 travel. When the pedestrian crossing signal, for the Millers' direction of travel, displayed the
5 walk sign, the Millers began to cross Main Street in an eastbound direction in the designated
6 crosswalk. At all times herein mentioned, the Millers acted as a reasonable and prudent person
7 would have so acted in the same or similar circumstances.

8 At this time and place, Thomas Harland Bond ("Mr. Bond") was operating a 1995 GMC
9 pickup truck (the "GMC"), California license number 021286, westbound on Commercial Street
10 at its intersection with Main Street. At all times herein mentioned, the GMC was owned, leased,
11 maintained, managed, equipped, modified, repaired and controlled by the City of Willits and Mr.
12 Bond.

13 At all times herein mentioned, Mr. Bond was an employee and agent of the City of
14 Willits and acting within the course and scope of that employment and agency.

15 The City of Willits and Mr. Bond so negligently owned, leased, maintained, managed,
16 equipped, modified, repaired, controlled and operated the GMC so as to allow the GMC to
17 collide (the "Collision") with Mary Beth, while Mary Beth was walking in the designated
18 crosswalk. The impact of the Collision caused Mary Beth to be violently thrown to the ground,
19 where she lay in agony suffering from serious personal injury including, but not limited to, a
20 crushed left knee and crushed left shoulder.

21 At the time of the Collision, Bradford was walking approximately five (5) feet from Mary
22 Beth, as the Millers travelled eastbound across Main Street in the designated crosswalk. While
23 the Millers were in the crosswalk, Bradford saw the GMC as it travelled westbound across Main
24 Street. The GMC then made an abrupt left-hand turn into Mary Beth. Bradford heard the
25 sickening thud of the GMC striking Mary Beth. Bradford immediately thereafter saw his wife's
26 contorted body lying motionless within the crosswalk and realized that his wife had been
27 seriously injured.

28 Please see attached Exhibit "A," which is a copy of the Traffic Collision Report (Local
Report Number 15-9374), as prepared by Officer J. Donahue #3235 of the Willits Police
Department.

Dangerous Condition of Public Property
(California Government Code § 835)

22 The City of Willits and/or its management, administration, designers, planners, engineers,
23 maintenance personnel, inspectors and/or other employees, staff, agents or contractors, acting
24 within the course and scope of their duties and through negligent or wrongful acts or omissions
25 created, or allowed to be created, a dangerous condition under *California Government Code §*
26 *835* ("Gov. Code § 835"). The absence of proper safety measures was done negligently,
27 inadequately and improperly and created a hazard, trap and dangerous condition under Gov.
28 Code § 835. It also created a peculiar risk and trap (inadequate warning of dangerous conditions
not reasonably apparent to motorists and pedestrians).

Without limiting the foregoing, the City of Willits knew, or should have known, each and
all of the following:

- 1 (a) at the time of the Collision, there was a lack of consistent or visible signage at Main
2 Street (US 101) at its intersection with Commercial Street;
- 3 (b) at the time of the Collision, the default timing of the traffic lights at Main Street (US
4 101) at its intersection with Commercial Street was insufficient for safe crossing in
5 the crosswalks, especially for physically challenged, elderly and very young
6 pedestrians;
- 7 (c) at the time of the Collision, there was a failure to mark all possible ways to cross
8 Main Street (US 101) at its intersection with Commercial Street; and,
- 9 (d) at the time of the Collision, there was a failure to mark, by centerline signage, Main
10 Street (US 101) at its intersection with Commercial Street, to indicate the presence of
11 crosswalks at that intersection.

12 The Collision was foreseeable to the City of Willits and, yet, the City of Willits failed to
13 warn (or adequately warn) motorists and pedestrians.

14 The City of Willits negligently, unreasonably and improperly owned, operated, designed,
15 planned, engineered, maintained, inspected, repaired, failed to repair, and controlled Commercial
16 Street and Main Street (US 101) and their intersection; thereby creating dangerous conditions
17 and exposing motorists and pedestrians to dangerous conditions. The City of Willits, a
18 governmental entity, undertook to control the roadway, invited reliance on the roadway and is
19 liable as it created a dangerous condition in doing so.

20 The dangerous conditions created a reasonably foreseeable risk of the kind of injuries
21 which were incurred, and (a) a negligent or wrongful act or omission of an employee of the City
22 of Willits created the dangerous conditions; and/or (b) it had actual or constructive notice of the
23 dangerous conditions a sufficient time prior to the Collision to have taken measures to protect
24 against the dangerous conditions.

25 These dangerous conditions and these acts and omissions of the City of Willits (and its
26 management, administration, designers, planners, engineers, maintenance personnel, inspectors
27 and/or other employees, staff, agents or contractors, acting within the course and scope of their
28 duties) proximately caused Mary Beth's injuries.

Further, these dangerous conditions were directly attributable wholly or in substantial
part to a negligent or wrongful act of these employees of the City of Willits and these employees
had the authority and the funds and other means immediately available to take alternative action
which would not have created the dangerous condition; and/or these employees had the authority
and it was his/her/their responsibility to take adequate measures to protect against the dangerous
condition at the expense of the public entity and the funds and other means for doing so were
immediately available to him/her/them, and he/she/they had actual or constructive notice of the
dangerous condition a sufficient time prior to the injury to have taken measures to protect against
the dangerous conditions.

Further, signs, warnings or other devices were necessary to warn if these dangerous
conditions which endangered the safe movement of traffic and pedestrians, and which would not
be reasonably apparent to, and would not have been anticipated by, a person exercising due care.

Further, the City of Willits and its employees acting within the scope of their
employment undertook, gratuitously or for consideration, to avoid, remedy and/or abate these
dangerous conditions. These undertakings and promises were the kind that they recognized as
necessary for the protection of third persons. The City of Willits and its employees, acting
within the scope of their employment, failed to exercise reasonable care in the performance of

1 these undertakings and promises, the failure to exercise reasonable care resulted in physical harm
2 to the third parties; and *either* (a) their carelessness increased the risk of such harm, or (b) the
3 undertaking or promises were to perform a duty that the other owed to the third party, or (c) the
4 harm was suffered because either the other or the third party relied on the undertaking.

5 Due to these acts and failures to act and dangerous conditions, the City of Willits and its
6 employees are liable for Mary Beth's injuries under the California Government Code including,
7 but not limited to, §§ 815.2(a), 820(a), 830.8, 835 and 840.2

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5. A general description of the injury and damage incurred, so far as it is known at this time, is as follows.

Although the complete nature of Mary Beth's injuries are currently unknown, Mary Beth's personal injuries include, but are not limited to, a crushed left knee and a crushed left shoulder. As of this writing (January 20, 2016), Mary Beth is a patient at a long-term care facility in Barrington, IL. She is currently unable to walk without assistance and is undergoing extensive rehabilitation therapy. Mary Beth has sustained, and will sustain in the future, substantial economic and non-economic damages including, but not limited to, medical expenses, severe physical pain, emotional distress and mental anguish. Mary Beth's medical bills are expected to exceed \$500,000.

6. The names of the City of Willits' public employees causing Mary Beth's injuries and damages are the following.

Thomas Harland Bond as well as the management, administration, designers, planners, engineers, maintenance personnel, inspectors and/or other staff members and employees of the City of Willits.

7. All witnesses, hospitals and doctors, so far as it is known at this time, are as follows.

Witnesses:

- a. Mary Beth Miller; 2501 Grove Lane, Cary, Illinois 60013
- b. Bradford A. Miller; 2501 Grove Lane, Cary, Illinois 60013
- c. Thomas Harland Bond; 195 California Street, Willits, CA 95490; Tel.: (707) 459-4605
- d. Bob Dashiell; Tel.: (707) 272-4796
- e. Jeremy Taylor Jameson; 1854 East Hill Road, Willits, CA 95490; Tel.: (707) 367-8192
- f. Holly Madrigal; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
- g. Larry Stranske; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
- h. Madge Strong; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
- i. Bruce Burton; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
- j. Ron Orenstein; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
- k. Adrienne Moore; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
- l. Rod Wilburn; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490

- 1 m. Gerry Gonzalez; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
2 n. Howard N. Dashiell; c/o County of Mendocino; 340 Lake Mendocino Drive, Ukiah,
3 CA 95482; (707) 463-4363

4 Also, please see attached Exhibit "A."

5 Medical:

6 Please see attached Exhibit "B."

- 7 8. Jurisdiction for this claim would lie in within the unlimited jurisdiction of the
8 Mendocino County Superior Court.

EXHIBIT "A"
TO
ATTACHMENT "1" TO CLAIM AGAINST THE CITY OF WILLITS
Mary Beth Miller v. City Of Willits, et al.

TRAFFIC COLLISION REPORT

EXHIBIT "A"
TO
ATTACHMENT "1" TO CLAIM AGAINST THE CITY OF WILLITS
Mary Beth Miller v. City of Willits, et al.

TRAFFIC COLLISION REPORT

TRAFFIC COLLISION REPORT
CHP 555 CARS PAGE 1 (REV 11-06) OPI 065

SPECIAL CONDITIONS		NUMBER INJURED 1	HIT & RUN FELONY <input type="checkbox"/>	CITY WILLITS	JUDICIAL DISTRICT MOUNT SANHEDRIN		LOCAL REPORT NUMBER 15-9374		
		NUMBER KILLED 0	HIT & RUN MISDEMEANOR <input type="checkbox"/>	COUNTY MENDOCINO	REPORTING DISTRICT		BEAT	DAY OF WEEK TUESDAY	
								TOW AWAY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
LOCATION	COLLISION OCCURRED ON: MAIN STREET (US 101)				MO 10/20/2015	DAY	YEAR	TIME (2400) 1315	
	MILEPOST INFORMATION:				GPS COORDINATES		PHOTOGRAPHS BY: <input type="checkbox"/> NONE		
	AT INTERSECTION WITH: <input checked="" type="checkbox"/> OR: COMMERCIAL STREET				LATITUDE		LONGITUDE		
								NCIC # 2304	
								OFFICER I.D. 3235	
								STATE HWY REL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
PARTY 1	DRIVER'S LICENSE NUMBER C0844997	STATE CA	CLASS 3	AIR BAG	SAFETY EQUIP.	VEH. YEAR 1995	MAKE / MODEL / COLOR GMC WHI	LICENSE NUMBER 021286	
DRIVER	NAME (FIRST, MIDDLE, LAST) THOMAS HARLAND BOND				OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER				
PEDESTRIAN	STREET ADDRESS 195 CALIFORNIA STREET				OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER				
PARKED VEHICLE	CITY / STATE / ZIP WILLITS CA 95490				DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input checked="" type="checkbox"/> DRIVER <input type="checkbox"/> OTHER				
BICYCLIST	SEX M	HAIR BRN	EYES BRN	HEIGHT 5-10	WEIGHT 200	BIRTHDATE MO 04/DAY 11/YEAR 1953	RACE W	PRIOR MECH. DEFECTS <input checked="" type="checkbox"/> NONE APP. <input type="checkbox"/> REFER TO NARRATIVE	
OTHER	HOME PHONE		BUSINESS PHONE (707)459-4605						
		INSURANCE CARRIER REMI		POLICY NUMBER					
		DIR OF TRAVEL ON STREET OR HIGHWAY S MAIN STREET (US101)		SPEED LIMIT 25					
PARTY 2	DRIVER'S LICENSE NUMBER M460-5825-3704	STATE IL	CLASS C	AIR BAG	SAFETY EQUIP.	VEH. YEAR	MAKE / MODEL / COLOR	LICENSE NUMBER	
DRIVER	NAME (FIRST, MIDDLE, LAST) MARYBETH MILLER				OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER				
PEDESTRIAN	STREET ADDRESS 2501 GROVE LN				OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER				
PARKED VEHICLE	CITY / STATE / ZIP CARY IL 60013				DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input type="checkbox"/> OTHER				
BICYCLIST	SEX F	HAIR BRN	EYES BRN	HEIGHT 5-07	WEIGHT 160	BIRTHDATE MO 04/DAY 11/YEAR 1953	RACE W	PRIOR MECHANICAL DEFECTS <input type="checkbox"/> NONE APP. <input type="checkbox"/> REFER TO NARRATIVE	
OTHER	HOME PHONE (815)354-5366		BUSINESS PHONE						
		INSURANCE CARRIER		POLICY NUMBER					
		DIR OF TRAVEL ON STREET OR HIGHWAY E MAIN STREET (US101)		SPEED LIMIT 25					
PARTY 3	DRIVER'S LICENSE NUMBER	STATE	CLASS	AIR BAG	SAFETY EQUIP.	VEH. YEAR	MAKE / MODEL / COLOR	LICENSE NUMBER	
DRIVER	NAME (FIRST, MIDDLE, LAST)				OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER				
PEDESTRIAN	STREET ADDRESS				OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER				
PARKED VEHICLE	CITY / STATE / ZIP				DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input type="checkbox"/> OTHER				
BICYCLIST	SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE MO / DAY / YEAR	RACE	PRIOR MECHANICAL DEFECTS <input type="checkbox"/> NONE APP. <input type="checkbox"/> REFER TO NARRATIVE	
OTHER	HOME PHONE		BUSINESS PHONE						
		INSURANCE CARRIER		POLICY NUMBER					
		DIR OF TRAVEL ON STREET OR HIGHWAY		SPEED LIMIT					
PREPARER'S NAME J. DONAHUE 3235		DISPATCH NOTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A		REVIEWER'S NAME				DATE REVIEWED	

DATE OF COLLISION (MO. DAY YEAR) 10/20/2015	TIME(2400) 1315	NCIC # 2304	OFFICER I.D. 3235	NUMBER 15-9374
--	--------------------	----------------	----------------------	-------------------

OWNER PROPERTY DAMAGE	OWNER ADDRESS	NOTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO
DESCRIPTION OF DAMAGE		

SEATING POSITION  <p>1 - DRIVER 2 TO 6 - PASSENGERS 7 - STA. WGN REAR 8 - RR. OCC TRK. OR VAN 9 - POSITION UNKNOWN 0 - OTHER</p>	OCCUPANTS A - NONE IN VEHICLE B - UNKNOWN C - LAP BELT USED D - LAP BELT NOT USED E - SHOULDER HARNESS USED F - SHOULDER HARNESS NOT USED G - LAP/SHOULDER HARNESS USED H - LAP/SHOULDER HARNESS NOT USED J - PASSIVE RESTRAINT USED K - PASSIVE RESTRAINT NOT USED	SAFETY EQUIPMENT L - AIR BAG DEPLOYED M - AIR BAG NOT DEPLOYED N - OTHER P - NOT REQUIRED Q - IN VEHICLE USED R - IN VEHICLE NOT USED S - IN VEHICLE USE UNKNOWN T - IN VEHICLE IMPROPER USE U - NONE IN VEHICLE	M/C BICYCLE - HELMET DRIVER PASSENGER V - NO X - NO W - YES Y - YES EJECTED FROM VEHICLE 0 - NOT EJECTED 1 - FULLY EJECTED 2 - PARTIALLY EJECTED 3 - UNKNOWN	INATTENTION CODES A - CELL PHONE HANDHELD B - CELL PHONE HANDSFREE C - ELECTRONIC EQUIPMENT D - RADIO / CD E - SMOKING F - EATING G - CHILDREN H - ANIMALS I - PERSONAL HYGIENE J - READING K - OTHER
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ITEMS MARKED BELOW FOLLOWED BY AN ASTERISK (*) SHOULD BE EXPLAINED IN THE NARRATIVE.

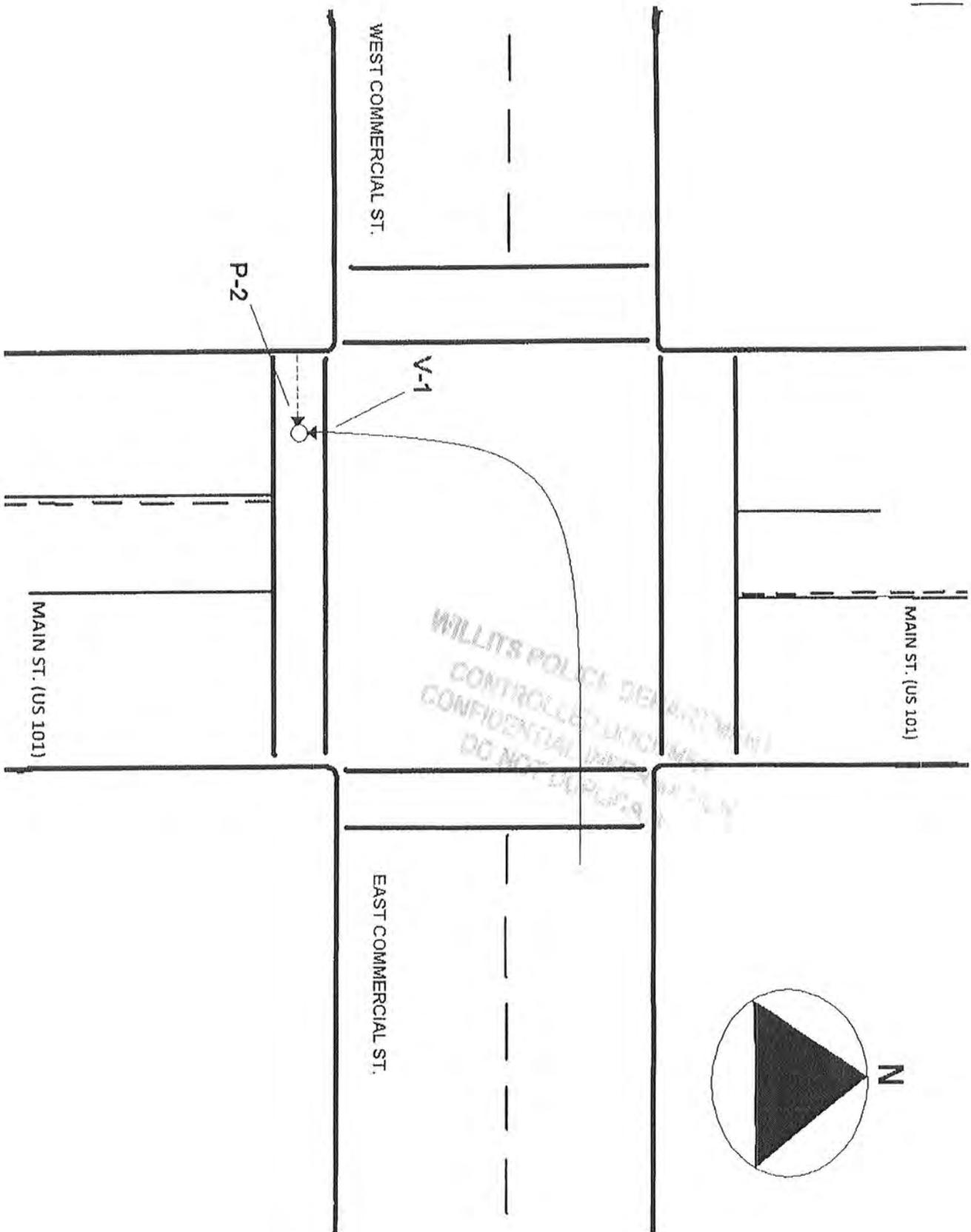
PRIMARY COLLISION FACTOR LIST NUMBER (#) OF PARTY AT FAULT	TRAFFIC CONTROL DEVICES	1	2	3	SPECIAL INFORMATION	1	2	3	MOVEMENT PRECEDING COLLISION
I A VC SECTION VIOLATED: CITED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO 21950(A)	A CONTROLS FUNCTIONING				A HAZARDOUS MATERIAL				A STOPPED
	B CONTROLS NOT FUNCTIONING*				B CELL PHONE HANDHELD IN USE				B PROCEEDING STRAIGHT*
B OTHER IMPROPER DRIVING*	C CONTROLS OBSCURED				C CELL PHONE HANDSFREE IN USE				C RAN OFF ROAD
	D NO CONTROLS PRESENT / FACTOR*			X	D CELL PHONE NOT IN USE				D MAKING RIGHT TURN
C OTHER THAN DRIVER*	TYPE OF COLLISION				E SCHOOL BUS RELATED			X	E MAKING LEFT TURN
D UNKNOWN*	A HEAD - ON				F 75 FT MOTORTRUCK COMBO				F MAKING U TURN
	B SIDE SWIPE				G 32 FT TRAILER COMBO				G BACKING
	C REAR END				H				H SLOWING / STOPPING
WEATHER (MARK 1 TO 2 ITEMS)	D BROADSIDE				I				I PASSING OTHER VEHICLE
X A CLEAR	E HIT OBJECT				J				J CHANGING LANES
B CLOUDY	F OVERTURNED				K				K PARKING MANEUVER
C RAINING	G VEHICLE / PEDESTRIAN				L				L ENTERING TRAFFIC
D SNOWING	H OTHER*				M				M OTHER UNSAFE TURNING
E FOG / VISIBILITY FT.					N				N XING INTO OPPOSING LANE
F OTHER*	MOTOR VEHICLE INVOLVED WITH				O				O PARKED
G WIND	A NON - COLLISION				P				P MERGING
LIGHTING	B PEDESTRIAN				Q				Q TRAVELING WRONG WAY
X A DAYLIGHT	C OTHER MOTOR VEHICLE				OTHER ASSOCIATED FACTORS (MARK 1 TO 2 ITEMS)				
B DUSK - DAWN	D MOTOR VEHICLE ON OTHER ROADWAY		1	2					3
C DARK - STREET LIGHTS	E PARKED MOTOR VEHICLE				A VC SECTION VIOLATED: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				
D DARK - NO STREET LIGHTS	F TRAIN				B VC SECTION VIOLATED: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				
E DARK - STREET LIGHTS NOT FUNCTIONING*	G BICYCLE				C VC SECTION VIOLATED: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				
ROADWAY SURFACE	H ANIMAL:				D				SOBRIETY - DRUG PHYSICAL (MARK 1 TO 2 ITEMS)
X A DRY	I FIXED OBJECT:				E VISION OBSCUREMENT: SUN			X X	
B WET	J OTHER OBJECT:			X	F INATTENTION*				B HBD - UNDER INFLUENCE
C SNOWY - ICY					G STOP & GO TRAFFIC				C HBD - NOT UNDER INFLUENCE*
D SLIPPERY (MUDDY, OILY, ETC.)					H ENTERING / LEAVING RAMP				D HBD - IMPAIRMENT UNKNOWN*
ROADWAY CONDITION(S) (MARK 1 TO 2 ITEMS)	PEDESTRIAN'S ACTIONS				I PREVIOUS COLLISION				E UNDER DRUG INFLUENCE*
A HOLES, DEEP RUT*	A NO PEDESTRIANS INVOLVED				J UNFAMILIAR WITH ROAD				F IMPAIRMENT - PHYSICAL*
B LOOSE MATERIAL ON ROADWAY*	X B CROSSING IN CROSSWALK AT INTERSECTION				K DEFECTIVE VEH. EQUIP.: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				G IMPAIRMENT NOT KNOWN
C OBSTRUCTION ON ROADWAY*	C CROSSING IN CROSSWALK - NOT AT INTERSECTION				L UNINVOLVED VEHICLE				H NOT APPLICABLE
D CONSTRUCTION - REPAIR ZONE	D CROSSING - NOT IN CROSSWALK				M OTHER*				I SLEEPY / FATIGUED
E REDUCED ROADWAY WIDTH	E IN ROAD - INCLUDES SHOULDER				N NONE APPARENT				
F FLOODED*	F NOT IN ROAD			X	O RUNAWAY VEHICLE				
G OTHER*:	G APPROACHING / LEAVING SCHOOL BUS								
X H NO UNUSUAL CONDITIONS									

SKETCH <div style="text-align: center;">  INDICATE NORTH </div>	MISCELLANEOUS
--	---------------

INJURED / WITNESSES / PASSENGERS
 CHP 555 CARS PAGE 3 (REV 11-06) OPI 065

DATE OF COLLISION (MO. DAY YEAR) 10/20/2015				TIME(2400) 1315		NCIC # 2304		OFFICER I.D. 3235				NUMBER 15-9374						
WITNESS ONLY	PASSENGER ONLY	AGE	SEX	EXTENT OF INJURY ('X' ONE)				INJURED WAS ('X' ONE)					PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP.	EJECTED	
				FATAL INJURY	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	DRIVER	PASS.	PED.	BICYCLIST	OTHER						
<input type="checkbox"/> #	<input type="checkbox"/>	62	F	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2				
NAME / D.O.B. / ADDRESS MARYBETH MILLER (04/11/1953) 2501 GROVE ST CARY IL 60013																		
(INJURED ONLY) TRANSPORTED BY: VERIHEALTH AMBULANCE																		
TAKEN TO: HOWARD HOSPITAL.																		
DESCRIBE INJURIES: POSSIBLE BROKEN LEFT ARM, LEFT WRIST, AND LEFT KNEE																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
<input checked="" type="checkbox"/> # 1	<input type="checkbox"/>	70	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS BRADFORD MILLER (07/08/1945) 2501 GROVE LN CARY IL 60013																		
(INJURED ONLY) TRANSPORTED BY:																		
TAKEN TO:																		
DESCRIBE INJURIES:																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
<input checked="" type="checkbox"/> # 2	<input type="checkbox"/>		M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS BOB DASHIELL																		
(INJURED ONLY) TRANSPORTED BY:																		
TAKEN TO:																		
DESCRIBE INJURIES:																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
<input type="checkbox"/> #	<input type="checkbox"/>	37	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS JEREMY TAYLOR JAMESON (05/29/1978) 1854 EAST HILL RD WILLITS CA 95490																		
(INJURED ONLY) TRANSPORTED BY:																		
TAKEN TO:																		
DESCRIBE INJURIES:																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
<input type="checkbox"/> #	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS																		
(INJURED ONLY) TRANSPORTED BY:																		
TAKEN TO:																		
DESCRIBE INJURIES:																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
<input type="checkbox"/> #	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS																		
(INJURED ONLY) TRANSPORTED BY:																		
TAKEN TO:																		
DESCRIBE INJURIES:																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
PREPARER'S NAME J. DONAHUE				I.D. NUMBER 3235		MO. DAY YEAR 10/20/2015		REVIEWER'S NAME				MO. DAY YEAR						

WILLITS POLICE DEPARTMENT
 CONFIDENTIAL DOCUMENT
 NOT DUPLICATE



WEST COMMERCIAL ST.

MAIN ST. (US 101)

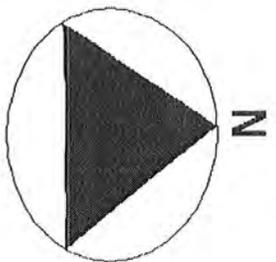
EAST COMMERCIAL ST.

MAIN ST. (US 101)

P-2

V-1

WILLITS POLICE DEPARTMENT
CONTROLLED DOCUMENT
CONFIDENTIAL INFORMATION
DO NOT DISPLAY



Factual Diagram – Legend:

1. V-1 (GMC)

-Right Rear Tire- 1' 4" north of the Commercial Street south prolongation and 14'5" east of the Main Street (US 101) west prolongation

-Right Front Tire 7' 9" south of the Commercial Street south prolongation and 8'1" east of the Main Street west prolongation.

2. Party 2 (Miller) was located about 12' 10" south of the Commercial Street south prolongation and about 16' 10" east of the Main Street (US 101) west prolongation

WILLITS POLICE DEPARTMENT
CONTROLLED DOCUMENT
CONFIDENTIAL INFORMATION
DO NOT DUPLICATE

Facts:

Notification:

I received a call of a vehicle versus pedestrian collision, with an ambulance responding, at 1518 hours. I responded from 1440 South Main Street and arrived on scene at 1521 hours. All times, speeds, and measurements in this investigation are approximate. Measurements were taken by roll meter, except where otherwise indicated.

Scene:

This collision occurred on Main Street (US 101) at the Commercial Street intersection. At this intersection, Main Street (US 101) is a north/south roadway consisting of one lane in each direction. The northbound lane is separated from the southbound lane by a center left turn lane. The roadway surface is straight and level and composed primarily of asphalt-concrete.

Commercial Street is an east/west roadway consisting of one lane in each direction. The lanes are separated by a solid yellow line. The roadway surface is straight and level and composed primarily of asphalt-concrete.

The intersection is controlled by three-phase signal lights, which were functioning properly at the time of the collision. The weather was clear with good visibility. No visual obstructions were noted or claimed. See Factual Diagram and Factual Diagram Legend for further information.

Parties:

Party #1 (P-1, Bond) was located at the scene at 0321 hours, standing near V-1, GMC. P-1 (Bond) was identified by a valid California Driver's License and was placed as the driver of V-1 (GMC) by the following items:

- P-1 (Bond) stated he was the driver of V-1 (GMC) at the time of the collision.
- Witness statements
- There were no other occupants in V-1(GMC)

Vehicle #1(V-1, GMC) was located on its wheels in the intersection of Main Street (US 101) and Commercial Street. V-1 (GMC) didn't appear to have sustained any damage as a result of the collision.

Party #2 (Miller) was located in the Main Street (US 101) southbound lane, being treated by ambulance personnel. P-2 (Miller) was placed as an involved party by the following:

- P-2 (Miller) stated she was an involved party
- Witness statements
- Injuries, P-2 (Miller) suffered injuries consistent with the collision to include a reported broken left arm, wrist, and knee.

Physical Evidence:

See Factual Diagram and Factual Diagram Legend

Statements:

P-1 (Bond) was contacted on scene and related he was driving V-1 (GMC) westbound on East Commercial Street and had come to a stop at the Main Street (US 101) intersection. When the light turned green, he began to navigate a left turn, through the intersection, onto Main Street (US 101). D-1 (Bond) estimated his speed at less than 5 MPH. D-1 (Bond) related his vision was obstructed due to glare from the sun, and as he began to traverse the southern crosswalk at that intersection, he heard a male's voice scream out. It was at that moment he saw P-2 (Miller) in the crosswalk directly in front of him. He immediately applied his brakes but was unable to stop before impacting with P-2 (Miller). P-1 (Bond) offered he'd been unable to see P-2 (Miller) because of the glare of the sun and because of V-1's (GMC) natural blind spot.

P-2 (Miller) was contacted at Howard Hospital and related she and her husband, Witness (Miller), were standing on the southwest corner of the Main Street (US 101)/ Commercial Street intersection, waiting to cross to the east side of Main Street (US 101). When the pedestrian crossing signal changed to green, they entered the crosswalk and began to cross. As they proceeded across the roadway, V-1 (GMC) suddenly began a left turn onto Main Street (US 101) at "an appropriate speed" for the turn. Suddenly, and without warning V-1 (GMC) impacted with the left side of P-2 (Miller), knocking her down. P-2 (Miller) told me she didn't remember if she'd put her arms out defensively as V-1 (GMC) approached. She also told me that as a result of the collision she sustained injuries to her left arm, left wrist, and left knee.

Witness Miller was contacted at Howard Hospital shortly after the collision. Witness Miller stated he and P-2 (Miller) were standing on the southwest corner of the Main Street (US 101) intersection, and when the pedestrian crossing signal activated, they both began to cross Main Street (US 101) eastbound. Witness Miller told me he was in front of P-2 (Miller)

when he noticed V-1 (GMC) negotiating a left turn through the intersection. He suddenly heard a "thud", and when he turned around he saw P-2 (Miller) lying on the ground in front of V-1 (GMC)

Witness Dashiell was contacted on scene and related the following. He was driving his vehicle northbound on Main Street (US 101), stopped in the left turn lane, at the Commercial Street intersection. Witness DaShiell saw P-2 (Miller) walking eastbound, in the crosswalk, crossing Main Street (US 101). As she was crossing, V-1 (GMC) began a left turn, from East Commercial Street, traversing the intersection. V-1 (GMC) continued the turning movement, and at about 5 MPH, impacted with P-2 (Miller) knocking her down.

Witness Jameson was contacted on scene and related the following. He was westbound on East Commercial Street, directly behind V-1. When the light turned green, he noticed P-2 (Miller) enter the crosswalk eastbound, to cross Main Street. He also noticed that eastbound West Commercial Street traffic remained stopped, presumably to allow P-2 (Miller) to cross. Witness Jameson opined P-1 (Bond) may have thought eastbound West Commercial Street traffic had stopped to allow P-1 (Bond) to negotiate a left turn onto Main Street (US 101), so P-1 (Bond) negotiated the turn, and collided with P-2 (Miller), who was still crossing, in the southern crosswalk.

Opinions and Conclusions:

Summary:

P-1 (Bond) was driving V-1 (GMC) westbound on East Commercial Street, at the Main Street (US 101) intersection. P-2 (Miller) was standing on the southwest corner of the Main Street (US 101)/Commercial Street intersection, waiting to cross Main Street (US 101). As the light controlling east/west vehicular traffic turned green, so did the pedestrian crossing signal for P-2 (Miller). P-2 (Miller) entered the crosswalk to begin crossing Main Street (US 101) and, at about the same time, P-1 (Bond) began to traverse the intersection to negotiate a left turn onto Main Street. Due to a visual impairment obstruction, P-1 (Bond) didn't see P-2 (Miller) and, at about 5 MPH entered the crosswalk, with P-2 (Miller) directly in his path. P-1 (Bond) suddenly noticed P-2 (Miller) directly in front of V-1 (GMC) and rapidly applied his brakes but was unable to stop V-1 (GMC) before impacting with P-2 (Miller), and knocking her to the ground.

Area of Impact:

The Area of Impact where the left front of V-1 (GMC) struck P-2 (Miller) was about 16 feet 10 inches east of the Main Street (US 101) west curb-line prolongation and about 12 feet 10 inches south of the Commercial Street

southern prolongation. The AOI was determined by the point of rest of V-1 (GMC), where P-2 (Miller) was located, and by statements of the involved parties and witness statements.

Conclusion:

P-1 (Bond) caused this collision by violating section 21950(a) of the California Vehicle Code which states, in part:

"The driver of a vehicle shall yield the right-of-way to a pedestrian crossing the roadway within any marked crosswalk or within any unmarked crosswalk at an intersection..."

This cause was determined by statements of the involved parties and witness statements, injuries to P-2 (Miller) and location of the AOI.

Recommendations:

None.

WILLITS POLICE DEPARTMENT
CONTROLLED DOCUMENT
CONFIDENTIAL - NO DISSEMINATION
DO NOT REPRODUCE

EXHIBIT “B”
TO
ATTACHMENT “1” TO CLAIM AGAINST THE CITY OF WILLITS
Mary Beth Miller v. City Of Willits, et al.

PARTIAL LIST OF HEALTHCARE PROVIDERS

EXHIBIT “B”
TO
ATTACHMENT “1” TO CLAIM AGAINST THE CITY OF WILLITS
Mary Beth Miller v. City of Willits, et al.

PARTIAL LIST OF HEALTHCARE PROVIDERS

EXHIBIT “B”
TO
ATTACHMENT “1” TO CLAIM AGAINST THE CITY OF WILLITS
Mary Beth Miller v. City of Willits, et al.

PARTIAL LIST OF HEALTHCARE PROVIDERS

1. Frank R. Howard Memorial Hospital
One Madrone Street
Willits, CA 95490
2. Ann F. Robinson, N.P.
One Madrone Street
Willits, CA 95490
3. Steven Gross, M.D.
27401 West Highway 22, Suite 125
Barrington IL 60010
4. Katherine Kamholtz, M.D.
509 West Old North West Highway, Suite 100
Barrington, IL 60010
5. Alden Estates of Barrington
Rehabilitation Facility
1420 South Barrington Road
Barrington, IL 60010
6. Tri-County Emergency Physicians LTD
P.O. Box 71709
Chicago, IL 60694-1709
7. Advocate Good Sheperd Hospital
450 West Highway 22
Barrington, IL 60010
8. Jeremiah Dawson, M.D.
One Madrone Street
Willits, CA 95490
9. Verihealth Ambulance
2190 South McDowell Blvd
Petaluma, CA. 94954

CLAIM FOR MONEY OR
DAMAGES AGAINST THE
CITY OF WILLITS

RESERVED FOR FILING STAMP

CLAIM NO. _____

RECEIVED

MAR 28 2010

CITY OF WILLITS

File With:
City of Willits
111 E Commercial Street
Willits, CA 95490

A claim must be presented, as prescribed by the Government Code of the State of California, by the claimant or a person acting on his/her behalf and shall show the following:

If additional space is needed to provide your information, please attach sheets, identifying the paragraphs being answered.

1. Name and Post Office address of the Claimant:
Name of Claimant: **Mary Beth Miller** ("Claimant")
Post Office Address: **2501 Grove Lane, Cary, Illinois 60013**
2. Post Office address to which the person presenting the claim desires notices to be sent:
Name of Addressee: **Joseph M. Ferrante, Esq.; Telephone: 626-796-3433; Fax: 626-796-4618**
Post Office Address: **Law Office of Joseph M. Ferrante; P.O. Box 2469, Pasadena, CA 91102**
3. The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.
Date of Occurrence: **October 20, 2015; Time of Occurrence: **Approximately 1300 (1:00 PM)**
Location: **Main Street (US 101) at its intersection with Commercial Street, city of Willits, county of Mendocino, state of California**
Circumstances giving rise to this claim: **PLEASE SEE ATTACHMENT "1"****
4. General description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of the presentation of the claim: **Negligent operation of a motor vehicle; negligence; (please ATTACHMENT NO. "1"). Claimant's loss exceeds ten thousand dollars (\$10,000). As a result, no dollar amount is included in Claimant's Claim [See Calif. Gov. Code §910(f)].**
5. The name or names of the public employees causing the injury, damage, or loss, if known. At the time of the presentation of this Claim, Claimant is aware of the following public employees: City of Willits employee: **Thomas Harland Bond** and **PLEASE SEE ATTACHMENT "1"**
6. **If amount claimed totals less than \$10,000:** The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed.

Amount Claimed and basis for computation:

If amount claimed exceeds \$10,000: If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case. A limited civil case is one where the recovery sought, exclusive of attorney fees,

interest and court costs does not exceed \$25,000. An unlimited civil case is one which the recovery sought is more than \$25,000 (See CCP §86.)

Limited Civil Case

Unlimited Civil Case

You are required to provide the information requested above, plus your signature on page 3 of this form, in order to comply with Government Code §910. In addition, in order to conduct a timely investigation and possible resolution of your claim, the city requests that you answer the following questions.

7. Claimant(s) Date(s) of Birth: **April 11, 1953**
8. Name, address and telephone number of any witnesses to the occurrence or transaction which gave rise to the claim asserted: **PLEASE SEE ATTACHMENT "1"**
9. If the claim involves medical treatment for a claimed injury, please provide the name, address and telephone number of any doctor or hospitals providing treatment: **PLEASE SEE ATTACHMENT "1"**

If applicable, please attach any medical bills or reports or similar documents supporting your claim.

10. If the claim relates to an automobile accident: Not applicable to this claimant.

Claimant(s) Auto Ins. Co.: _____ Telephone: _____

Address: _____

Insurance Policy No.: _____

Insurance Broker/Agent: _____ Telephone: _____

Address: _____

Claimant's Veh. Lic. No.: _____ Vehicle Make/Year: _____

Claimant's Drivers Lic. No.: _____ Expiration: _____

If applicable, please attach any repair bills, estimates or similar documents supporting your claim.

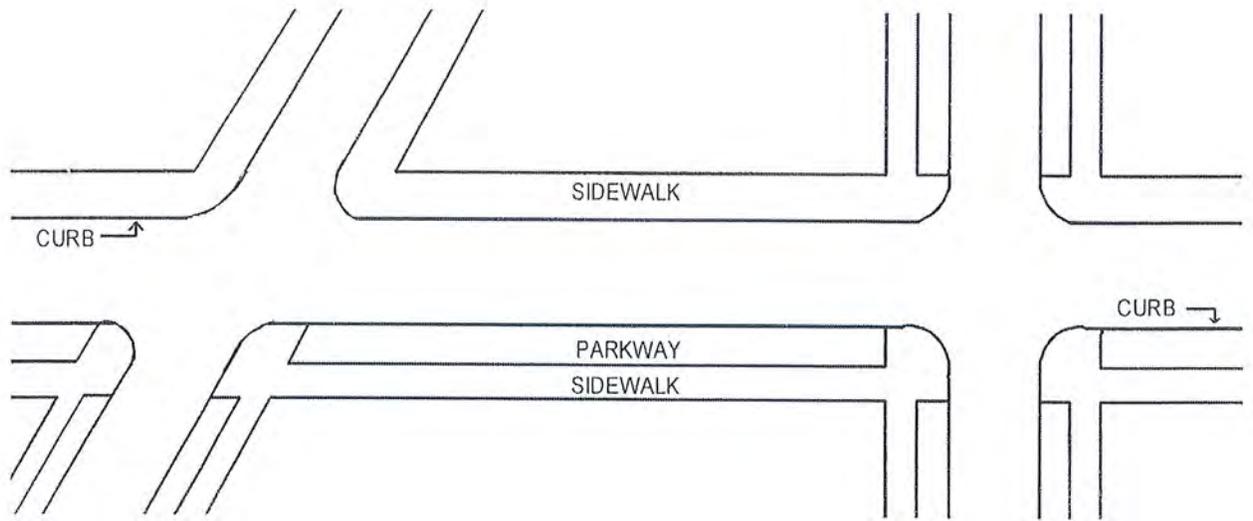
READ CAREFULLY

For all accident claims, place on following diagram name or streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If Agency Vehicle was involved, designate by letter "A" location of Agency Vehicle when you first saw it, and by "B" location of yourself or your vehicle when

you first saw Agency Vehicle; location of Agency vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

Note: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.

PLEASE SEE ATTACHEMENT "1"



PLEASE SEE ATTACHMENT "1"

Warning: Presentation of a false claim with the intent to defraud is a felony (Penal Code §72). Pursuant to CCP §1038, the Agency may seek to recover all costs of defense in the event an action is filed which is later determined not to have been brought in good faith and with reasonable cause.

Signature: _____

Joseph M. Ferrante (S.B. # 86265)
Legal Counsel for Claimant,
Mary Beth Miller

Date: March 23, 2016

1 On the date and time of the occurrence, the Millers were standing on the southwest corner
2 of Main Street (US 101) ("Main Street") at its intersection with Commercial Street. The Millers
3 were waiting for the pedestrian crossing signal to display the walk sign for their direction of
4 travel. When the pedestrian crossing signal, for the Millers' direction of travel, displayed the
5 walk sign, the Millers began to cross Main Street in an eastbound direction in the designated
6 crosswalk. At all times herein mentioned, the Millers acted as a reasonable and prudent person
7 would have so acted in the same or similar circumstances.

8 At this time and place, Thomas Harland Bond ("Mr. Bond") was operating a 1995 GMC
9 pickup truck (the "GMC"), California license number 021286, westbound on Commercial Street
10 at its intersection with Main Street. At all times herein mentioned, the GMC was owned, leased,
11 maintained, managed, equipped, modified, repaired and controlled by the City of Willits and Mr.
12 Bond.

13 At all times herein mentioned, Mr. Bond was an employee and agent of the City of
14 Willits and acting within the course and scope of that employment and agency.

15 The City of Willits and Mr. Bond so negligently owned, leased, maintained, managed,
16 equipped, modified, repaired, controlled and operated the GMC so as to allow the GMC to
17 collide (the "Collision") with Mary Beth, while Mary Beth was walking in the designated
18 crosswalk. The impact of the Collision caused Mary Beth to be violently thrown to the ground,
19 where she lay in agony suffering from serious personal injury including, but not limited to, a
20 crushed left knee and crushed left shoulder.

21 At the time of the Collision, Bradford was walking approximately five (5) feet from Mary
22 Beth, as the Millers travelled eastbound across Main Street in the designated crosswalk. While
23 the Millers were in the crosswalk, Bradford saw the GMC as it travelled westbound across Main
24 Street. The GMC then made an abrupt left-hand turn into Mary Beth. Bradford heard the
25 sickening thud of the GMC striking Mary Beth. Bradford immediately thereafter saw his wife's
26 contorted body lying motionless within the crosswalk and realized that his wife had been
27 seriously injured.

28 Please see attached Exhibit "A," which is a copy of the Traffic Collision Report (Local
Report Number 15-9374), as prepared by Officer J. Donahue #3235 of the Willits Police
Department.

Dangerous Condition of Public Property
(California Government Code § 835)

22 The City of Willits and/or its management, administration, designers, planners, engineers,
23 maintenance personnel, inspectors and/or other employees, staff, agents or contractors, acting
24 within the course and scope of their duties and through negligent or wrongful acts or omissions
25 created, or allowed to be created, a dangerous condition under *California Government Code §*
26 *835* ("Gov. Code § 835"). The absence of proper safety measures was done negligently,
27 inadequately and improperly and created a hazard, trap and dangerous condition under Gov.
28 Code § 835. It also created a peculiar risk and trap (inadequate warning of dangerous conditions
not reasonably apparent to motorists and pedestrians).

Without limiting the foregoing, the City of Willits knew, or should have known, each and
all of the following:

- 1 (a) at the time of the Collision, there was a lack of consistent or visible signage at Main
2 Street (US 101) at its intersection with Commercial Street;
- 3 (b) at the time of the Collision, the default timing of the traffic lights at Main Street (US
4 101) at its intersection with Commercial Street was insufficient for safe crossing in
5 the crosswalks, especially for physically challenged, elderly and very young
6 pedestrians;
- 7 (c) at the time of the Collision, there was a failure to mark all possible ways to cross
8 Main Street (US 101) at its intersection with Commercial Street; and,
- 9 (d) at the time of the Collision, there was a failure to mark, by centerline signage, Main
10 Street (US 101) at its intersection with Commercial Street, to indicate the presence of
11 crosswalks at that intersection.

12 The Collision was foreseeable to the City of Willits and, yet, the City of Willits failed to
13 warn (or adequately warn) motorists and pedestrians.

14 The City of Willits negligently, unreasonably and improperly owned, operated, designed,
15 planned, engineered, maintained, inspected, repaired, failed to repair, and controlled Commercial
16 Street and Main Street (US 101) and their intersection; thereby creating dangerous conditions
17 and exposing motorists and pedestrians to dangerous conditions. The City of Willits, a
18 governmental entity, undertook to control the roadway, invited reliance on the roadway and is
19 liable as it created a dangerous condition in doing so.

20 The dangerous conditions created a reasonably foreseeable risk of the kind of injuries
21 which were incurred, and (a) a negligent or wrongful act or omission of an employee of the City
22 of Willits created the dangerous conditions; and/or (b) it had actual or constructive notice of the
23 dangerous conditions a sufficient time prior to the Collision to have taken measures to protect
24 against the dangerous conditions.

25 These dangerous conditions and these acts and omissions of the City of Willits (and its
26 management, administration, designers, planners, engineers, maintenance personnel, inspectors
27 and/or other employees, staff, agents or contractors, acting within the course and scope of their
28 duties) proximately caused Mary Beth's injuries.

Further, these dangerous conditions were directly attributable wholly or in substantial
part to a negligent or wrongful act of these employees of the City of Willits and these employees
had the authority and the funds and other means immediately available to take alternative action
which would not have created the dangerous condition; and/or these employees had the authority
and it was his/her/their responsibility to take adequate measures to protect against the dangerous
condition at the expense of the public entity and the funds and other means for doing so were
immediately available to him/her/them, and he/she/they had actual or constructive notice of the
dangerous condition a sufficient time prior to the injury to have taken measures to protect against
the dangerous conditions.

Further, signs, warnings or other devices were necessary to warn if these dangerous
conditions which endangered the safe movement of traffic and pedestrians, and which would not
be reasonably apparent to, and would not have been anticipated by, a person exercising due care.

Further, the City of Willits and its employees acting within the scope of their
employment undertook, gratuitously or for consideration, to avoid, remedy and/or abate these
dangerous conditions. These undertakings and promises were the kind that they recognized as
necessary for the protection of third persons. The City of Willits and its employees, acting
within the scope of their employment, failed to exercise reasonable care in the performance of

1 these undertakings and promises, the failure to exercise reasonable care resulted in physical harm
2 to the third parties; and *either* (a) their carelessness increased the risk of such harm, or (b) the
3 undertaking or promises were to perform a duty that the other owed to the third party, or (c) the
4 harm was suffered because either the other or the third party relied on the undertaking.

5 Due to these acts and failures to act and dangerous conditions, the City of Willits and its
6 employees are liable for Mary Beth's injuries under the California Government Code including,
7 but not limited to, §§ 815.2(a), 820(a), 830.8, 835 and 840.2

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28
5. A general description of the injury and damage incurred, so far as it is known at this time, is as follows.

Although the complete nature of Mary Beth's injuries are currently unknown, Mary Beth's personal injuries include, but are not limited to, a crushed left knee and a crushed left shoulder. As of this writing (January 20, 2016), Mary Beth is a patient at a long-term care facility in Barrington, IL. She is currently unable to walk without assistance and is undergoing extensive rehabilitation therapy. Mary Beth has sustained, and will sustain in the future, substantial economic and non-economic damages including, but not limited to, medical expenses, severe physical pain, emotional distress and mental anguish. Mary Beth's medical bills are expected to exceed \$500,000.

6. The names of the City of Willits' public employees causing Mary Beth's injuries and damages are the following.

Thomas Harland Bond as well as the management, administration, designers, planners, engineers, maintenance personnel, inspectors and/or other staff members and employees of the City of Willits.

7. All witnesses, hospitals and doctors, so far as it is known at this time, are as follows.

Witnesses:

- a. Mary Beth Miller; 2501 Grove Lane, Cary, Illinois 60013
- b. Bradford A. Miller; 2501 Grove Lane, Cary, Illinois 60013
- c. Thomas Harland Bond; 195 California Street, Willits, CA 95490; Tel.: (707) 459-4605
- d. Bob Dashiell; Tel.: (707) 272-4796
- e. Jeremy Taylor Jameson; 1854 East Hill Road, Willits, CA 95490; Tel.: (707) 367-8192
- f. Holly Madrigal; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
- g. Larry Stranske; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
- h. Madge Strong; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
- i. Bruce Burton; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
- j. Ron Orenstein; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
- k. Adrienne Moore; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
- l. Rod Wilburn; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490

- 1 m. Gerry Gonzalez; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
2 n. Howard N. Dashiell; c/o County of Mendocino; 340 Lake Mendocino Drive, Ukiah,
3 CA 95482; (707) 463-4363

4 Also, please see attached Exhibit "A."

5 Medical:

6 Please see attached Exhibit "B."

- 7 8. Jurisdiction for this claim would lie in within the unlimited jurisdiction of the
8 Mendocino County Superior Court.

EXHIBIT “B”
TO
ATTACHMENT “1” TO CLAIM AGAINST THE CITY OF WILLITS
Mary Beth Miller v. City Of Willits, et al.

PARTIAL LIST OF HEALTHCARE PROVIDERS

EXHIBIT “B”
TO
ATTACHMENT “1” TO CLAIM AGAINST THE CITY OF WILLITS
Mary Beth Miller v. City of Willits, et al.

PARTIAL LIST OF HEALTHCARE PROVIDERS

TRAFFIC COLLISION REPORT
 CHP 555 CARS PAGE 1 (REV 11-06) OPI 065

SPECIAL CONDITIONS		NUMBER INJURED 1	HIT & RUN FELONY <input type="checkbox"/>	CITY WILLITS	JUDICIAL DISTRICT MOUNT SANHEDRIN	LOCAL REPORT NUMBER 15-9374	
		NUMBER KILLED 0	HIT & RUN MISDEMEANOR <input type="checkbox"/>	COUNTY MENDOCINO	REPORTING DISTRICT	BEAT	DAY OF WEEK TUESDAY
				GPS COORDINATES LATITUDE		LONGITUDE	
LOCATION	COLLISION OCCURRED ON: MAIN STREET (US 101)				MO 10/20/2015	DAY 15	YEAR 2015
	MILEPOST INFORMATION:				TIME (2400) 1315		NCIC # 2304
	AT INTERSECTION WITH: OR: COMMERCIAL STREET				STATE HWY REL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		OFFICER I.D. 3235
				PHOTOGRAPHS BY: MASON		<input type="checkbox"/> NONE	
PARTY 1	DRIVER'S LICENSE NUMBER C0844997	STATE CA	CLASS 3	AIR BAG	SAFETY EQUIP.	VEH. YEAR 1995	MAKE / MODEL / COLOR GMC WHI
DRIVER	NAME(FIRST, MIDDLE, LAST) THOMAS HARLAND BOND				OWNER'S NAME CY WILLITS		
PEDES- TRIAN	STREET ADDRESS 195 CALIFORNIA STREET				OWNER'S ADDRESS 111 EAST COMMERCIAL STREET WILLITS CA 95490		
PARKED VEHICLE	CITY / STATE / ZIP WILLITS CA 95490				DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input checked="" type="checkbox"/> DRIVER <input type="checkbox"/> OTHER		
BICY- CLIST	SEX M	HAIR BRN	EYES BRN	HEIGHT 5-10	WEIGHT 200	BIRTHDATE MO 04/11/1953 DAY YEAR W	RACE W
OTHER	HOME PHONE		BUSINESS PHONE (707)459-4605		PRIOR MECH. DEFECTS <input checked="" type="checkbox"/> NONE APP. <input type="checkbox"/> REFER TO NARRATIVE		
INSURANCE CARRIER REMI				POLICY NUMBER			
DIR OF TRAVEL ON STREET OR HIGHWAY S MAIN STREET(US101)				SPEED LIMIT 25			
PARTY 2	DRIVER'S LICENSE NUMBER M1460-5825-3704	STATE IL	CLASS C	AIR BAG	SAFETY EQUIP.	VEH. YEAR	MAKE / MODEL / COLOR
DRIVER	NAME(FIRST, MIDDLE, LAST) MARYBETH MILLER				OWNER'S NAME SAME AS DRIVER		
PEDES- TRIAN	STREET ADDRESS 2501 GROVE LN				OWNER'S ADDRESS SAME AS DRIVER		
PARKED VEHICLE	CITY / STATE / ZIP CARY IL 60013				DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input type="checkbox"/> OTHER		
BICY- CLIST	SEX F	HAIR BRN	EYES BRN	HEIGHT 5-07	WEIGHT 160	BIRTHDATE MO 04/11/1953 DAY YEAR W	RACE W
OTHER	HOME PHONE (815)354-5366		BUSINESS PHONE		PRIOR MECHANICAL DEFECTS <input type="checkbox"/> NONE APP. <input type="checkbox"/> REFER TO NARRATIVE		
INSURANCE CARRIER				POLICY NUMBER			
DIR OF TRAVEL ON STREET OR HIGHWAY E MAIN STREET(US101)				SPEED LIMIT 25			
PARTY 3	DRIVER'S LICENSE NUMBER	STATE	CLASS	AIR BAG	SAFETY EQUIP.	VEH. YEAR	MAKE / MODEL / COLOR
DRIVER	NAME(FIRST, MIDDLE, LAST)				OWNER'S NAME SAME AS DRIVER		
PEDES- TRIAN	STREET ADDRESS				OWNER'S ADDRESS SAME AS DRIVER		
PARKED VEHICLE	CITY / STATE / ZIP				DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input type="checkbox"/> OTHER		
BICY- CLIST	SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE MO DAY YEAR	RACE
OTHER	HOME PHONE		BUSINESS PHONE		PRIOR MECHANICAL DEFECTS <input type="checkbox"/> NONE APP. <input type="checkbox"/> REFER TO NARRATIVE		
INSURANCE CARRIER				POLICY NUMBER			
DIR OF TRAVEL ON STREET OR HIGHWAY				SPEED LIMIT			
PREPARER'S NAME J. DONAHUE 3235				DISPATCH NOTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A		REVIEWER'S NAME	
						DATE REVIEWED	

WILLITS POLICE DEPARTMENT
 CONFIDENTIAL INFORMATION
 DO NOT DUPLICATE THIS REPORT

DATE OF COLLISION (MO. DAY YEAR) 10/20/2015	TIME(2400) 1315	NCIC # 2304	OFFICER I.D. 3235	NUMBER 15-9374
--	--------------------	----------------	----------------------	-------------------

PROPERTY DAMAGE	OWNER	OWNER ADDRESS	NOTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO
DESCRIPTION OF DAMAGE			

SEATING POSITION  <p>1 - DRIVER 2 TO 6 - PASSENGERS 7 - STA. WGN REAR 8 - RR. OCC TRK. OR VAN 9 - POSITION UNKNOWN 0 - OTHER</p>	OCCUPANTS A - NONE IN VEHICLE B - UNKNOWN C - LAP BELT USED D - LAP BELT NOT USED E - SHOULDER HARNESS USED F - SHOULDER HARNESS NOT USED G - LAP/SHOULDER HARNESS USED H - LAP/SHOULDER HARNESS NOT USED J - PASSIVE RESTRAINT USED K - PASSIVE RESTRAINT NOT USED	SAFETY EQUIPMENT L - AIR BAG DEPLOYED M - AIR BAG NOT DEPLOYED N - OTHER P - NOT REQUIRED Q - IN VEHICLE USED R - IN VEHICLE NOT USED S - IN VEHICLE USE UNKNOWN T - IN VEHICLE IMPROPER USE U - NONE IN VEHICLE V - NO W - YES X - NO Y - YES	M/C BICYCLE - HELMET DRIVER PASSENGER V - NO X - NO W - YES Y - YES EJECTED FROM VEHICLE 0 - NOT EJECTED 1 - FULLY EJECTED 2 - PARTIALLY EJECTED 3 - UNKNOWN	INATTENTION CODES A - CELL PHONE HANDHELD B - CELL PHONE HANDSFREE C - ELECTRONIC EQUIPMENT D - RADIO / CD E - SMOKING F - EATING G - CHILDREN H - ANIMALS I - PERSONAL HYGIENE J - READING K - OTHER
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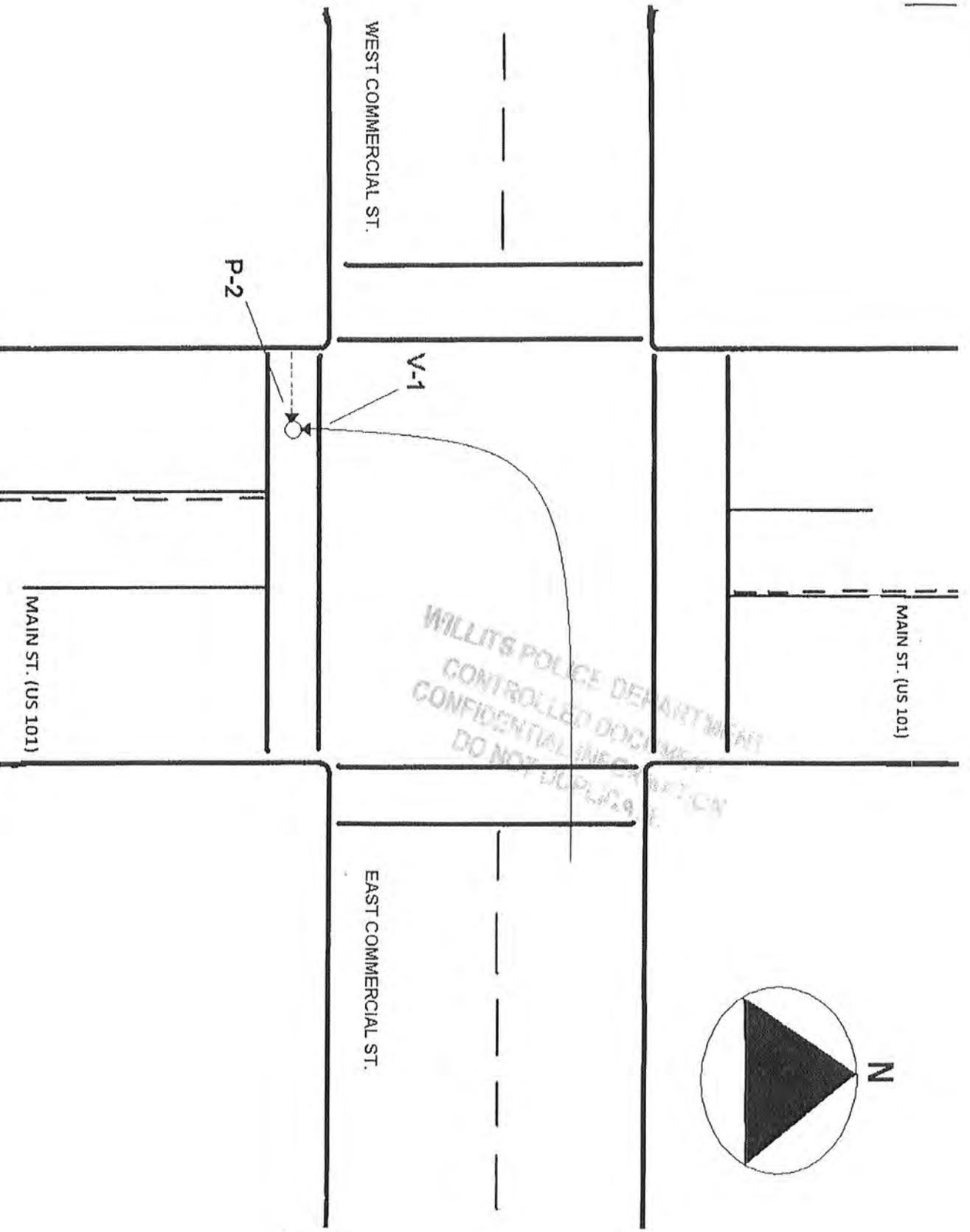
ITEMS MARKED BELOW FOLLOWED BY AN ASTERISK (*) SHOULD BE EXPLAINED IN THE NARRATIVE.

PRIMARY COLLISION FACTOR LIST NUMBER (#) OF PARTY AT FAULT	TRAFFIC CONTROL DEVICES	1	2	3	SPECIAL INFORMATION	1	2	3	MOVEMENT PRECEDING COLLISION
A VC SECTION VIOLATED: CITED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 21950(A)	A CONTROLS FUNCTIONING				A HAZARDOUS MATERIAL				A STOPPED
B OTHER IMPROPER DRIVING*	B CONTROLS NOT FUNCTIONING*				B CELL PHONE HANDHELD IN USE				B PROCEEDING STRAIGHT
C OTHER THAN DRIVER*	C CONTROLS OBSCURED				C CELL PHONE HANDSFREE IN USE				C RAN OFF ROAD
D UNKNOWN*	D NO CONTROLS PRESENT / FACTOR*			X	D CELL PHONE NOT IN USE				D MAKING RIGHT TURN
	TYPE OF COLLISION				E SCHOOL BUS RELATED			X	E MAKING LEFT TURN
	A HEAD - ON				F 75 FT MOTORTRUCK COMBO				F MAKING U TURN
	B SIDE SWIPE				G 32 FT TRAILER COMBO				G BACKING
	C REAR END				H				H SLOWING / STOPPING
	D BROADSIDE				I				I PASSING OTHER VEHICLE
WEATHER (MARK 1 TO 2 ITEMS)	E HIT OBJECT				J				J CHANGING LANES
X A CLEAR	F OVERTURNED				K				K PARKING MANUEVER
B CLOUDY	G VEHICLE / PEDESTRIAN				L				L ENTERING TRAFFIC
C RAINING	H OTHER*:				M				M OTHER UNSAFE TURNING
D SNOWING	MOTOR VEHICLE INVOLVED WITH				N				N XING INTO OPPOSING LANE
E FOG / VISIBILITY FT.	A NON - COLLISION				O				O PARKED
F OTHER*:	B PEDESTRIAN				P				P MERGING
G WIND	C OTHER MOTOR VEHICLE				Q				Q TRAVELING WRONG WAY
LIGHTING	D MOTOR VEHICLE ON OTHER ROADWAY		1	2	3	OTHER ASSOCIATED FACTORS (MARK 1 TO 2 ITEMS)			R OTHER*:
X A DAYLIGHT	E PARKED MOTOR VEHICLE								
B DUSK - DAWN	F TRAIN				A VC SECTION VIOLATED: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				
C DARK - STREET LIGHTS	G BICYCLE				B VC SECTION VIOLATED: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				
D DARK - NO STREET LIGHTS	H ANIMAL:				C VC SECTION VIOLATED: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				
E DARK - STREET LIGHTS NOT FUNCTIONING*	I FIXED OBJECT:				D				SOBRIETY - DRUG PHYSICAL (MARK 1 TO 2 ITEMS)
ROADWAY SURFACE	J OTHER OBJECT:			X	E VISION OBSCUREMENT: SUN			X	A HAD NOT BEEN DRINKING
X A DRY	PEDESTRIAN'S ACTIONS				F INATTENTION*:				B HBD - UNDER INFLUENCE
B WET	A NO PEDESTRIANS INVOLVED				G STOP & GO TRAFFIC				C HBD - NOT UNDER INFLUENCE*
C SNOWY - ICY	B CROSSING IN CROSSWALK AT INTERSECTION				H ENTERING / LEAVING RAMP				D HBD - IMPAIRMENT UNKNOWN*
D SLIPPERY (MUDDY, OILY, ETC.)	C CROSSING IN CROSSWALK - NOT AT INTERSECTION				I PREVIOUS COLLISION				E UNDER DRUG INFLUENCE*
ROADWAY CONDITION(S) (MARK 1 TO 2 ITEMS)	D CROSSING - NOT IN CROSSWALK				J UNFAMILIAR WITH ROAD				F IMPAIRMENT - PHYSICAL*
A HOLES, DEEP RUT*	E IN ROAD - INCLUDES SHOULDER				K DEFECTIVE VEH. EQUIP.: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				G IMPAIRMENT NOT KNOWN
B LOOSE MATERIAL ON ROADWAY*	F NOT IN ROAD			X	L UNINVOLVED VEHICLE				H NOT APPLICABLE
C OBSTRUCTION ON ROADWAY*	G APPROACHING / LEAVING SCHOOL BUS				M OTHER*:				I SLEEPY / FATIGUED
D CONSTRUCTION - REPAIR ZONE					N NONE APPARENT				
E REDUCED ROADWAY WIDTH					O RUNAWAY VEHICLE				
F FLOODED*									
G OTHER*:									
X H NO UNUSUAL CONDITIONS									

SKETCH <div style="text-align: center;">  INDICATE NORTH </div>	MISCELLANEOUS
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DATE OF COLLISION (MO. DAY YEAR) 10/20/2015				TIME(2400) 1315		NCIC # 2304		OFFICER I.D. 3235				NUMBER 15-9374						
WITNESS ONLY	PASSENGER ONLY	AGE	SEX	EXTENT OF INJURY ('X' ONE)				INJURED WAS ('X' ONE)					PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP.	EJECTED	
				FATAL INJURY	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	DRIVER	PASS.	PED.	BICYCLIST	OTHER						
<input type="checkbox"/> #	<input type="checkbox"/>	62	F	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2				
NAME / D.O.B. / ADDRESS MARYBETH MILLER (04/11/1953) 2501 GROVE ST CARY IL 60013																TELEPHONE		
(INJURED ONLY) TRANSPORTED BY: VERIHEALTH AMBULANCE								TAKEN TO: HOWARD HOSPITAL										
DESCRIBE INJURIES: POSSIBLE BROKEN LEFT ARM, LEFT WRIST, AND LEFT KNEE																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
<input checked="" type="checkbox"/> # 1	<input type="checkbox"/>	70	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS BRADFORD MILLER (07/08/1945) 2501 GROVE LN CARY IL 60013																TELEPHONE (815)354-5366		
(INJURED ONLY) TRANSPORTED BY:								TAKEN TO:										
DESCRIBE INJURIES:																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
<input checked="" type="checkbox"/> # 2	<input type="checkbox"/>		M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS BOB DASHIELL																TELEPHONE (707)272-4796		
(INJURED ONLY) TRANSPORTED BY:								TAKEN TO:										
DESCRIBE INJURIES:																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
<input type="checkbox"/> #	<input type="checkbox"/>	37	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS JEREMY TAYLOR JAMESON (05/29/1978) 1854 EAST HILL RD WILLITS CA 95490																TELEPHONE (707)367-8192		
(INJURED ONLY) TRANSPORTED BY:								TAKEN TO:										
DESCRIBE INJURIES:																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
<input type="checkbox"/> #	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS																TELEPHONE		
(INJURED ONLY) TRANSPORTED BY:								TAKEN TO:										
DESCRIBE INJURIES:																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
<input type="checkbox"/> #	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS																TELEPHONE		
(INJURED ONLY) TRANSPORTED BY:								TAKEN TO:										
DESCRIBE INJURIES:																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
PREPARER'S NAME J. DONAHUE				I.D. NUMBER 3235		MO. DAY YEAR 10/20/2015		REVIEWER'S NAME				MO. DAY YEAR						

WILLITS POLICE DEPARTMENT
 CONFIDENTIAL DOCUMENT
 NOT DUPLICATE



WEST COMMERCIAL ST.

MAIN ST. (US 101)

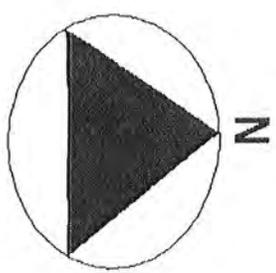
MAIN ST. (US 101)

EAST COMMERCIAL ST.

P-2

V-1

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Factual Diagram – Legend:

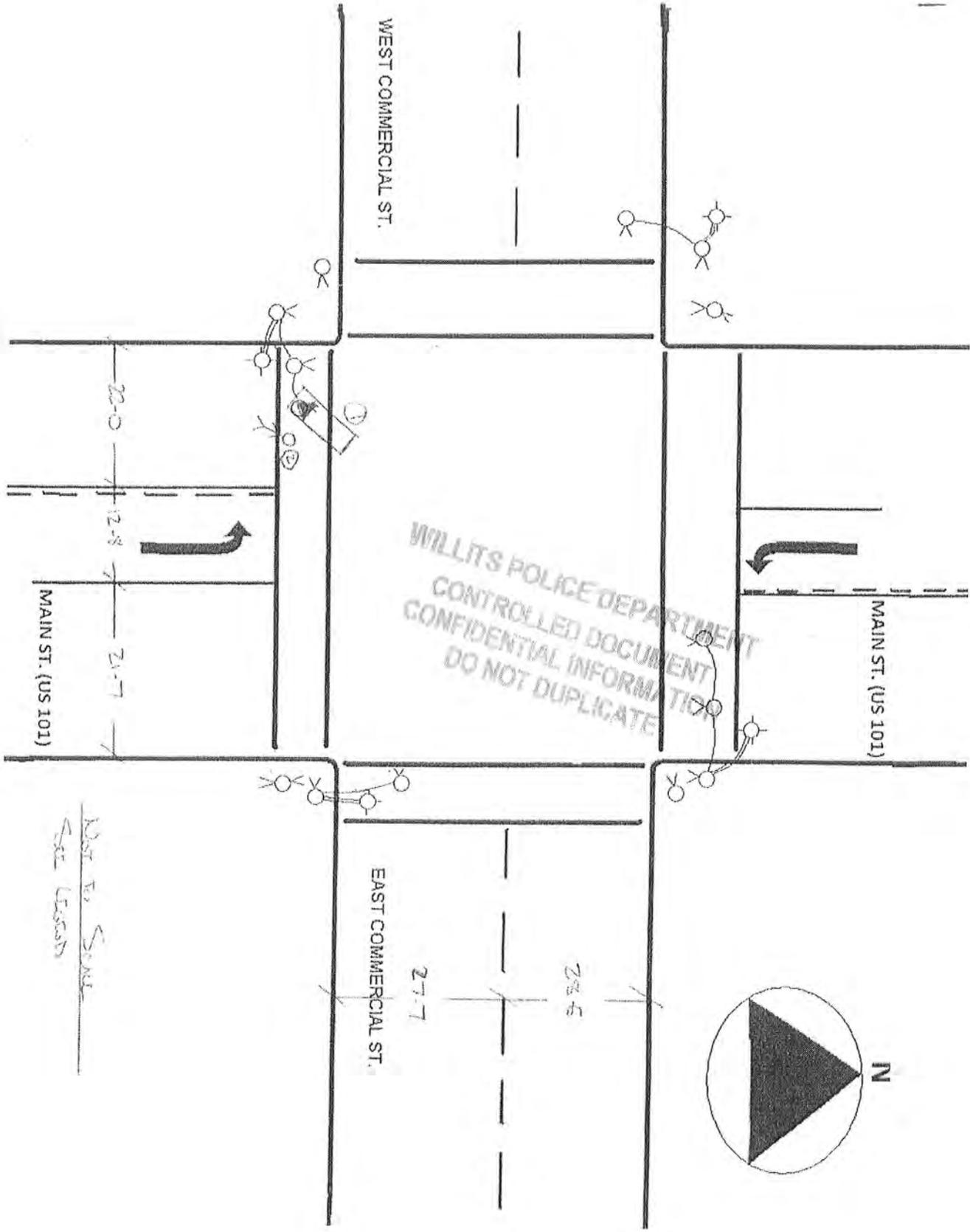
1. V-1 (GMC)

-Right Rear Tire- 1' 4" north of the Commercial Street south prolongation and 14' 5" east of the Main Street (US 101) west prolongation

-Right Front Tire 7' 9" south of the Commercial Street south prolongation and 8' 1" east of the Main Street west prolongation.

2. Party 2 (Miller) was located about 12' 10" south of the Commercial Street south prolongation and about 16' 10" east of the Main Street (US 101) west prolongation

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Not to Scale
See Legend

Facts:

Notification:

I received a call of a vehicle versus pedestrian collision, with an ambulance responding, at 1518 hours. I responded from 1440 South Main Street and arrived on scene at 1521 hours. All times, speeds, and measurements in this investigation are approximate. Measurements were taken by roll meter, except where otherwise indicated.

Scene:

This collision occurred on Main Street (US 101) at the Commercial Street intersection. At this intersection, Main Street (US 101) is a north/south roadway consisting of one lane in each direction. The northbound lane is separated from the southbound lane by a center left turn lane. The roadway surface is straight and level and composed primarily of asphalt-concrete.

Commercial Street is an east/west roadway consisting of one lane in each direction. The lanes are separated by a solid yellow line. The roadway surface is straight and level and composed primarily of asphalt-concrete.

The intersection is controlled by three-phase signal lights, which were functioning properly at the time of the collision. The weather was clear with good visibility. No visual obstructions were noted or claimed. See Factual Diagram and Factual Diagram Legend for further information.

Parties:

Party #1 (P-1, Bond) was located at the scene at 0321 hours, standing near V-1, GMC. P-1 (Bond) was indentified by a valid California Driver's License and was placed as the driver of V-1 (GMC) by the following items:

- P-1 (Bond) stated he was the driver of V-1 (GMC) at the time of the collision.
- Witness statements
- There were no other occupants in V-1(GMC)

Vehicle #1(V-1, GMC) was located on its wheels in the intersection of Main Street (US 101) and Commercial Street. V-1 (GMC) didn't appear to have sustained any damage as a result of the collision.

Party #2 (Miller) was located in the Main Street (US 101) southbound lane, being treated by ambulance personnel. P-2 (Miller) was placed as an involved party by the following:

- P-2 (Miller) stated she was an involved party
- Witness statements
- Injuries, P-2 (Miller) suffered injuries consistent with the collision to include a reported broken left arm, wrist, and knee.

Physical Evidence:

See Factual Diagram and Factual Diagram Legend

Statements:

P-1 (Bond) was contacted on scene and related he was driving V-1 (GMC) westbound on East Commercial Street and had come to a stop at the Main Street (US 101) intersection. When the light turned green, he began to navigate a left turn, through the intersection, onto Main Street (US 101). D-1 (Bond) estimated his speed at less than 5 MPH. D-1 (Bond) related his vision was obstructed due to glare from the sun, and as he began to traverse the southern crosswalk at that intersection, he heard a male's voice scream out. It was at that moment he saw P-2 (Miller) in the crosswalk directly in front of him. He immediately applied his brakes but was unable to stop before impacting with P-2 (Miller). P-1 (Bond) offered he'd been unable to see P-2 (Miller) because of the glare of the sun and because of V-1's (GMC) natural blind spot.

P-2 (Miller) was contacted at Howard Hospital and related she and her husband, Witness (Miller), were standing on the southwest corner of the Main Street (US 101)/ Commercial Street intersection, waiting to cross to the east side of Main Street (US 101). When the pedestrian crossing signal changed to green, they entered the crosswalk and began to cross. As they proceeded across the roadway, V-1 (GMC) suddenly began a left turn onto Main Street (US 101) at "an appropriate speed" for the turn. Suddenly, and without warning V-1 (GMC) impacted with the left side of P-2 (Miller), knocking her down. P-2 (Miller) told me she didn't remember if she'd put her arms out defensively as V-1 (GMC) approached. She also told me that as a result of the collision she sustained injuries to her left arm, left wrist, and left knee.

Witness Miller was contacted at Howard Hospital shortly after the collision. Witness Miller stated he and P-2 (Miller) were standing on the southwest corner of the Main Street (US 101) intersection, and when the pedestrian crossing signal activated, they both began to cross Main Street (US 101) eastbound. Witness Miller told me he was in front of P-2 (Miller)

when he noticed V-1 (GMC) negotiating a left turn through the intersection. He suddenly heard a "thud", and when he turned around he saw P-2 (Miller) lying on the ground in front of V-1 (GMC)

Witness Dashiell was contacted on scene and related the following. He was driving his vehicle northbound on Main Street (US 101), stopped in the left turn lane, at the Commercial Street intersection. Witness DaShiell saw P-2 (Miller) walking eastbound, in the crosswalk, crossing Main Street (US 101). As she was crossing, V-1 (GMC) began a left turn, from East Commercial Street, traversing the intersection. V-1 (GMC) continued the turning movement, and at about 5 MPH, impacted with P-2 (Miller) knocking her down.

Witness Jameson was contacted on scene and related the following. He was westbound on East Commercial Street, directly behind V-1. When the light turned green, he noticed P-2 (Miller) enter the crosswalk eastbound, to cross Main Street. He also noticed that eastbound West Commercial Street traffic remained stopped, presumably to allow P-2 (Miller) to cross. Witness Jameson opined P-1 (Bond) may have thought eastbound West Commercial Street traffic had stopped to allow P-1 (Bond) to negotiate a left turn onto Main Street (US 101), so P-1 (Bond) negotiated the turn, and collided with P-2 (Miller), who was still crossing, in the southern crosswalk.

Opinions and Conclusions:

Summary:

P-1 (Bond) was driving V-1 (GMC) westbound on East Commercial Street, at the Main Street (US 101) intersection. P-2 (Miller) was standing on the southwest corner of the Main Street (US 101)/Commercial Street intersection, waiting to cross Main Street (US 101). As the light controlling east/west vehicular traffic turned green, so did the pedestrian crossing signal for P-2 (Miller). P-2 (Miller) entered the crosswalk to begin crossing Main Street (US 101) and, at about the same time, P-1 (Bond) began to traverse the intersection to negotiate a left turn onto Main Street. Due to a visual impairment obstruction, P-1 (Bond) didn't see P-2 (Miller) and, at about 5 MPH entered the crosswalk, with P-2 (Miller) directly in his path. P-1 (Bond) suddenly noticed P-2 (Miller) directly in front of V-1 (GMC) and rapidly applied his brakes but was unable to stop V-1 (GMC) before impacting with P-2 (Miller), and knocking her to the ground.

Area of Impact:

The Area of Impact where the left front of V-1 (GMC) struck P-2 (Miller) was about 16 feet 10 inches east of the Main Street (US 101) west curb-line prolongation and about 12 feet 10 inches south of the Commercial Street

southern prolongation. The AOI was determined by the point of rest of V-1 (GMC), where P-2 (Miller) was located, and by statements of the involved parties and witness statements.

Conclusion:

P-1 (Bond) caused this collision by violating section 21950(a) of the California Vehicle Code which states, in part:

"The driver of a vehicle shall yield the right-of-way to a pedestrian crossing the roadway within any marked crosswalk or within any unmarked crosswalk at an intersection..."

This cause was determined by statements of the involved parties and witness statements, injuries to P-2 (Miller) and location of the AOI.

Recommendations:

None.

MILLITS POLICE DEPARTMENT
CONTROLLED DOCUMENT
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PARTIAL LIST OF HEALTHCARE PROVIDERS

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EXHIBIT “B”
TO
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Mary Beth Miller v. City of Willits, et al.

PARTIAL LIST OF HEALTHCARE PROVIDERS

1. Frank R. Howard Memorial Hospital
One Madrone Street
Willits, CA 95490
2. Ann F. Robinson, N.P.
One Madrone Street
Willits, CA 95490
3. Steven Gross, M.D.
27401 West Highway 22, Suite 125
Barrington IL 60010
4. Katherine Kamholtz, M.D.
509 West Old North West Highway, Suite 100
Barrington, IL 60010
5. Alden Estates of Barrington
Rehabilitation Facility
1420 South Barrington Road
Barrington, IL 60010
6. Tri-County Emergency Physicians LTD
P.O. Box 71709
Chicago, IL 60694-1709
7. Advocate Good Sheperd Hospital
450 West Highway 22
Barrington, IL 60010
8. Jeremiah Dawson, M.D.
One Madrone Street
Willits, CA 95490
9. Verihealth Ambulance
2190 South McDowell Blvd
Petaluma, CA. 94954



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Cathy Moorhead, City Clerk

Agenda Title: DENIAL OF CLAIM RECEIVED FROM BRADFORD A. MILLER

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: N/A

Summary of Request: On January 25, 2016, the City received a claim (copies of claims attached) from the Law Offices of Joseph M. Ferrante on behalf of Bradford A. Miller, with a second copy of the claim submitted to the city on March 28, 2016.

The claim has been reviewed by City staff, the City Attorney, and REMIF and it is recommended that the City Council deny this claim.

Recommended Action: Deny the Claim submitted by Law Office of Joseph M. Ferrante on Behalf of Bradford A. Miller, directing the City Clerk to transmit notification of denial to the claimant

Alternative(s): None recommended.

Fiscal Impact: N/A

Personnel Impact: N/A

Reviewed by: City Manager City Attorney Finance Director Human Resources Risk

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

CLAIM FOR MONEY OR
DAMAGES AGAINST THE
CITY OF WILLITS
RECEIVED
JAN 25 2016
CITY OF WILLITS

RESERVED FOR FILING STAMP

CLAIM NO. _____

File With:
City of Willits
111 E Commercial Street
Willits, CA 95490

A claim must be presented, as prescribed by the Government Code of the State of California, by the claimant or a person acting on his/her behalf and shall show the following:

If additional space is needed to provide your information, please attach sheets, identifying the paragraphs being answered.

1. Name and Post Office address of the Claimant:
Name of Claimant: **Bradford A. Miller** ("Claimant")
Post Office Address: **2501 Grove Lane, Cary, Illinois 60013**
2. Post Office address to which the person presenting the claim desires notices to be sent:
Name of Addressee: **Joseph M. Ferrante, Esq.; Telephone: 626-796-3433; Fax: 626-796-4618**
Post Office Address: **Law Office of Joseph M. Ferrante; P.O. Box 2469, Pasadena, CA 91102**
3. The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.
Date of Occurrence: **October 20, 2015; Time of Occurrence: Approximately 1300 (1:00 PM)**
Location: **Main Street (US 101) at its intersection with Commercial Street, city of Willits, county of Mendocino, state of California**
Circumstances giving rise to this claim: **PLEASE SEE ATTACHMENT "1"**
4. General description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of the presentation of the claim: **Loss of Consortium and Negligent Infliction of Emotional Distress by a Bystander resulting from the injuries sustained by Claimant's wife, Mary Beth Miller (please see ATTACHMENT NO. "1"). Claimant's loss exceeds ten thousand dollars (\$10,000). As a result, no dollar amount is included in Claimant's Claim [See Calif. Gov. Code §910(f)].**
5. The name or names of the public employees causing the injury, damage, or loss, if known. At the time of the presentation of this Claim, Claimant is aware of the following public employees: City of Willits employee: **Thomas Harland Bond** and **PLEASE SEE ATTACHMENT "1"**
6. **If amount claimed totals less than \$10,000:** The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed.

Amount Claimed and basis for computation:

If amount claimed exceeds \$10,000: If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a

limited civil case. A limited civil case is one where the recovery sought, exclusive of attorney fees, interest and court costs does not exceed \$25,000. An unlimited civil case is one which the recovery sought is more than \$25,000 (See CCP §86.)

Limited Civil Case

Unlimited Civil Case

You are required to provide the information requested above, plus your signature on page 3 of this form, in order to comply with Government Code §910. In addition, in order to conduct a timely investigation and possible resolution of your claim, the city requests that you answer the following questions.

7. Claimant(s) Date(s) of Birth: **July 8, 1945**
8. Name, address and telephone number of any witnesses to the occurrence or transaction which gave rise to the claim asserted: **PLEASE SEE ATTACHMENT "1"**
9. If the claim involves medical treatment for a claimed injury, please provide the name, address and telephone number of any doctor or hospitals providing treatment: **As of this date, unknown.**

If applicable, please attach any medical bills or reports or similar documents supporting your claim.

10. If the claim relates to an automobile accident: **Not applicable to this claimant.**

Claimant(s) Auto Ins. Co.: _____ Telephone: _____
Address: _____

Insurance Policy No.: _____
Insurance Broker/Agent: _____ Telephone: _____
Address: _____

Claimant's Veh. Lic. No.: _____ Vehicle Make/Year: _____
Claimant's Drivers Lic. No.: _____ Expiration: _____

If applicable, please attach any repair bills, estimates or similar documents supporting your claim.

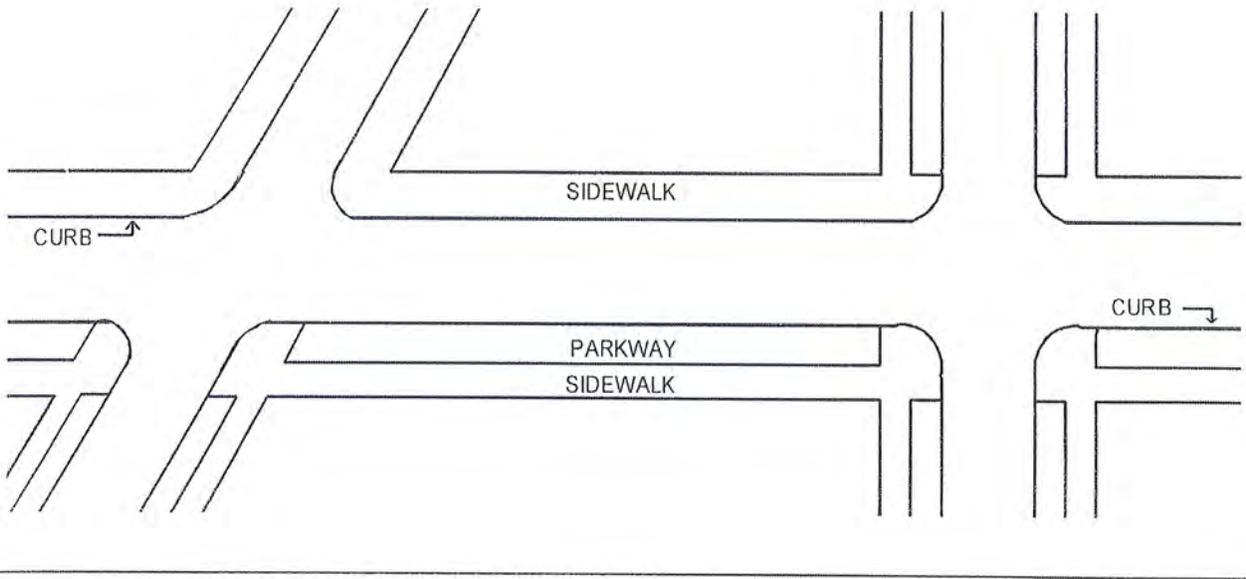
READ CAREFULLY

For all accident claims, place on following diagram name or streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If Agency Vehicle was involved, designate by letter "A" location of Agency Vehicle when you first saw it, and by "B" location of yourself or your vehicle when

you first saw Agency Vehicle; location of Agency vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

Note: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.

PLEASE SEE ATTACHMENT "1"



PLEASE SEE ATTACHMENT "1"

Warning: Presentation of a false claim with the intent to defraud is a felony (Penal Code §72). Pursuant to CCP §1038, the Agency may seek to recover all costs of defense in the event an action is filed which is later determined not to have been brought in good faith and with reasonable cause.

Signature: _____

Joseph M. Ferrante (S.B. # 86265)
Legal Counsel for Claimant,
Bradford A. Miller

Date: January 20, 2016

1 On the date and time of the occurrence, the Millers were standing on the southwest corner
2 of Main Street (US 101) ("Main Street") at its intersection with Commercial Street. The Millers
3 were waiting for the pedestrian crossing signal to display the walk sign for their direction of
4 travel. When the pedestrian crossing signal, for the Millers' direction of travel, displayed the
5 walk sign, the Millers began to cross Main Street in an eastbound direction in the designated
6 crosswalk. At all times herein mentioned, the Millers acted as a reasonable and prudent person
7 would have so acted in the same or similar circumstances.

8 At this time and place, Thomas Harland Bond ("Mr. Bond") was operating a 1995 GMC
9 pickup truck (the "GMC"), California license number 021286, westbound on Commercial Street
10 at its intersection with Main Street. At all times herein mentioned, the GMC was owned, leased,
11 maintained, managed, equipped, modified, repaired and controlled by the City of Willits and Mr.
12 Bond.

13 At all times herein mentioned, Mr. Bond was an employee and agent of the City of
14 Willits and acting within the course and scope of that employment and agency.

15 The City of Willits and Mr. Bond so negligently owned, leased, maintained, managed,
16 equipped, modified, repaired, controlled and operated the GMC so as to allow the GMC to
17 collide (the "Collision") with Mary Beth while Mary Beth was walking in the designated
18 crosswalk. The impact of the Collision caused Mary Beth to be violently thrown to the ground,
19 where she lay in agony suffering from serious personal injury including, but not limited to, a
20 crushed left knee and crushed left shoulder.

21 At the time of the Collision, Bradford was walking approximately five (5) feet from Mary
22 Beth as the Millers travelled eastbound across Main Street in the designated crosswalk. While
23 the Millers were in the crosswalk, Bradford saw the GMC as it travelled westbound across Main
24 Street. The GMC then made an abrupt left-hand turn into Mary Beth. Bradford heard the
25 sickening thud of the GMC striking Mary Beth. Bradford immediately thereafter saw his wife's
26 contorted body lying motionless within the crosswalk and realized that his wife had been
27 seriously injured.

28 Please see attached Exhibit "A," which is a copy of the Traffic Collision Report (Local
Report Number 15-9374), as prepared by Officer J. Donahue #3235 of the Willits Police
Department.

Dangerous Condition of Public Property
(California Government Code § 835)

The City of Willits and/or its management, administration, designers, planners, engineers,
maintenance personnel, inspectors and/or other employees, staff, agents or contractors, acting
within the course and scope of their duties and through negligent or wrongful acts or omissions
created, or allowed to be created, a dangerous condition under *California Government Code §*
835 ("Gov. Code § 835"). The absence of proper safety measures was done negligently,
inadequately and improperly and created a hazard, trap and dangerous condition under Gov.
Code § 835. It also created a peculiar risk and trap (inadequate warning of dangerous conditions
not reasonably apparent to motorists and pedestrians).

Without limiting the foregoing, the City of Willits knew, or should have known, each and
all of the following:

- 1 (a) at the time of the Collision, there was a lack of consistent or visible signage at Main
2 Street (US 101) at its intersection with Commercial Street;
- 3 (b) at the time of the Collision, the default timing of the traffic lights at Main Street (US
4 101) at its intersection with Commercial Street was insufficient for safe crossing in
5 the crosswalks, especially for physically challenged, elderly and very young
6 pedestrians;
- 7 (c) at the time of the Collision, there was a failure to mark all possible ways to cross
8 Main Street (US 101) at its intersection with Commercial Street; and,
- 9 (d) at the time of the Collision, there was a failure to mark, by centerline signage, Main
10 Street (US 101) at its intersection with Commercial Street, to indicate the presence of
11 crosswalks at that intersection.

12 The Collision was foreseeable to the City of Willits and, yet, the City of Willits failed to
13 warn (or adequately warn) motorists and pedestrians.

14 The City of Willits negligently, unreasonably and improperly owned, operated, designed,
15 planned, engineered, maintained, inspected, repaired, failed to repair, and controlled Commercial
16 Street and Main Street (US 101) and their intersection; thereby creating dangerous conditions
17 and exposing motorists and pedestrians to dangerous conditions. The City of Willits, a
18 governmental entity, undertook to control the roadway, invited reliance on the roadway and is
19 liable as it created a dangerous condition in doing so.

20 The dangerous conditions created a reasonably foreseeable risk of the kind of injuries
21 which were incurred, and (a) a negligent or wrongful act or omission of an employee of the City
22 of Willits created the dangerous conditions; and/or (b) it had actual or constructive notice of the
23 dangerous conditions a sufficient time prior to the Collision to have taken measures to protect
24 against the dangerous conditions.

25 These dangerous conditions and these acts and omissions of the City of Willits (and its
26 management, administration, designers, planners, engineers, maintenance personnel, inspectors
27 and/or other employees, staff, agents or contractors, acting within the course and scope of their
28 duties) proximately caused Mary Beth and Bradford's injuries.

Further, these dangerous conditions were directly attributable wholly or in substantial
part to a negligent or wrongful act of these employees of the City of Willits and these employees
had the authority and the funds and other means immediately available to take alternative action
which would not have created the dangerous condition; and/or these employees had the authority
and it was his/her/their responsibility to take adequate measures to protect against the dangerous
condition at the expense of the public entity and the funds and other means for doing so were
immediately available to him/her/them, and he/she/they had actual or constructive notice of the
dangerous condition a sufficient time prior to the injury to have taken measures to protect against
the dangerous conditions.

Further, signs, warnings or other devices were necessary to warn if these dangerous
conditions which endangered the safe movement of traffic and pedestrians, and which would not
be reasonably apparent to, and would not have been anticipated by, a person exercising due care.

Further, the City of Willits and its employees acting within the scope of their
employment undertook, gratuitously or for consideration, to avoid, remedy and/or abate these
dangerous conditions. These undertakings and promises were the kind that they recognized as
necessary for the protection of third persons. The City of Willits and its employees, acting
within the scope of their employment, failed to exercise reasonable care in the performance of
these undertakings and promises, the failure to exercise reasonable care resulted in physical harm

1 to the third parties; and *either* (a) their carelessness increased the risk of such harm, or (b) the
2 undertaking or promises were to perform a duty that the other owed to the third party, or (c) the
3 harm was suffered because either the other or the third party relied on the undertaking.

4 Due to these acts and failures to act and dangerous conditions, the City of Willits and its
5 employees are liable for Bradford's injuries under the California Government Code including,
6 but not limited to, §§ 815.2(a), 820(a), 830.8, 835 and 840.2

- 7
8
9
10
11
12
- 13 5. A general description of the injury and damage incurred, so far as it is known at this
14 time, is as follows.

15 Although the complete nature of Mary Beth's injuries are unknown, currently, Mary
16 Beth's personal injuries include, but are not limited to, a crushed left knee and a crushed left
17 shoulder. As of this writing (January 20, 2016), Mary Beth is a patient at a long-term care
18 facility in Barrington, IL. She is currently unable to walk without assistance and is undergoing
19 extensive rehabilitation therapy. Mary Beth has sustained, and will sustain in the future,
20 substantial economic and non-economic damages including, but not limited to, medical
21 expenses, severe physical pain, emotional distress and mental anguish. Mary Beth's medical
22 bills are expected to exceed \$500,000.

23 Claim for Loss of Consortium

24 Bradford seeks damages for loss of consortium. Prior to the Collision and the resulting
25 physical and emotional injuries, Mary Beth was able to and did perform her duties as a wife.
26 Subsequent to Mary Beth's injuries, as above described, and as a direct, proximate and
27 foreseeable result thereof, Mary Beth has been unable to perform the necessary duties as a wife
28 and the work and services usually performed in the care, maintenance and management of the
family home and Mary Beth will be unable to perform such work, services, and duties in the
future. By reason thereof, Bradford has been deprived, and will be deprived, of the consortium
of Mary Beth, including the performance of his spouse's necessary duties, all to Bradford's
damage.

29 Claim for Negligent Infliction of Emotional Distress by Bystander

30 Bradford seeks damages for negligent infliction of emotional distress by a bystander. At
31 the time of the Collision: (1) Bradford was the lawful husband of Mary Beth; (2) Bradford was
32 present at the scene of the Collision and at the time of the Collision, and was aware that the
33 GMC was causing grievous bodily injury to his wife, Mary Beth; and, (3) as a direct, proximate
34 and foreseeable result of the foregoing, Bradford suffered, and continues to suffer, emotional
35 distress beyond that which would be anticipated in a disinterested witness. For his claim of
36 negligent infliction of emotional distress by a bystander, Bradford relies, in part, on the
37 California Supreme Court case of *Thing v. La Chusa* (1989) 48 Cal.3d 644.

- 38
- 39 6. The names of the City of Willits' public employees causing Mary Beth's injuries and
40 damages are the following.

1 Thomas Harland Bond as well as the management, administration, designers, planners,
2 engineers, maintenance personnel, inspectors and/or other staff members and employees of the
3 City of Willits.

4 7. All witnesses, hospitals and doctors, so far as it is known at this time, are as follows.

5 Witnesses:

- 6 a. Mary Beth Miller; 2501 Grove Lane, Cary, Illinois 60013
7 b. Bradford A. Miller; 2501 Grove Lane, Cary, Illinois 60013
8 c. Thomas Harland Bond; 195 California Street, Willits, CA 95490; Tel.: (707) 459-
9 4605
10 d. Bob Dashiell; Tel.: (707) 272-4796
11 e. Jeremy Taylor Jameson; 1854 East Hill Road, Willits, CA 95490; Tel.: (707) 367-
12 8192
13 f. Holly Madrigal; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
14 g. Larry Stranske; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
15 h. Madge Strong; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
16 i. Bruce Burton; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
17 j. Ron Orenstein; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
18 k. Adrienne Moore; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
19 l. Rod Wilburn; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
20 m. Gerry Gonzalez; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
21 n. Howard N. Dashiell; c/o County of Mendocino; 340 Lake Mendocino Drive, Ukiah,
22 CA 95482; (707) 463-4363

23 Also, please see attached Exhibit "A."

24 Medical Expenses:

25 As to Mary Beth's medical expenses, please see attached Exhibit "B." Bradford's
26 medical expenses are, as of this writing, yet to be determined.

27 8. Jurisdiction for this claim would lie within the unlimited jurisdiction of the
28 Mendocino County Superior Court.

EXHIBIT "A"
TO
ATTACHMENT "1" TO CLAIM AGAINST THE CITY OF WILLITS
Bradford A. Miller v. City Of Willits, et al.

TRAFFIC COLLISION REPORT

EXHIBIT "A"
TO
ATTACHMENT "1" TO CLAIM AGAINST THE CITY OF WILLITS
Bradford A. Miller v. City of Willits, et al.

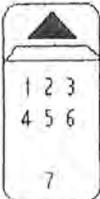
TRAFFIC COLLISION REPORT

TRAFFIC COLLISION REPORT
 CHP 555 CARS PAGE 1 (REV 11-06) OPI 065

SPECIAL CONDITIONS		NUMBER INJURED 1	HIT & RUN FELONY <input type="checkbox"/>	CITY WILLITS	JUDICIAL DISTRICT MOUNT SANHEDRIN	LOCAL REPORT NUMBER 15-9374		
		NUMBER KILLED 0	HIT & RUN MISDEMEANOR <input type="checkbox"/>	COUNTY MENDOCINO	REPORTING DISTRICT	BEAT	DAY OF WEEK TUESDAY	
				GPS COORDINATES LATITUDE		LONGITUDE		
LOCATION	COLLISION OCCURRED ON: MAIN STREET (US 101)				MO 10	DAY 20	YEAR 2015	
	MILEPOST INFORMATION:				TIME (2400) 1315	NCIC # 2304	OFFICER I.D. 3235	
	<input checked="" type="checkbox"/> AT INTERSECTION WITH: OR: COMMERCIAL STREET				STATE HWY REL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
PHOTOGRAPHS BY: MASON						<input type="checkbox"/> NONE		
PARTY 1	DRIVER'S LICENSE NUMBER C0844997	STATE CA	CLASS 3	AIR BAG	SAFETY EQUIP.	VEH. YEAR 1995	MAKE / MODEL / COLOR GMC WHI	
DRIVER	NAME (FIRST, MIDDLE, LAST) THOMAS HARLAND BOND				OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER			
PEDES-TRIAN	STREET ADDRESS 195 CALIFORNIA STREET				OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER			
PARKED VEHICLE	CITY / STATE / ZIP WILLITS CA 95490				DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input checked="" type="checkbox"/> DRIVER <input type="checkbox"/> OTHER			
BICY-CLIST	SEX M	HAIR BRN	EYES BRN	HEIGHT 5-10	WEIGHT 200	BIRTHDATE MO 04 DAY 11 YEAR 1953	RACE W	
OTHER	HOME PHONE		BUSINESS PHONE (707)459-4605					
INSURANCE CARRIER REMIF		POLICY NUMBER						
DIR OF TRAVEL S		ON STREET OR HIGHWAY MAIN STREET (US101)			SPEED LIMIT 25			
PARTY 2	DRIVER'S LICENSE NUMBER M460-5825-3704	STATE IL	CLASS C	AIR BAG	SAFETY EQUIP.	VEH. YEAR	MAKE / MODEL / COLOR	
DRIVER	NAME (FIRST, MIDDLE, LAST) MARYBETH MILLER				OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER			
PEDES-TRIAN	STREET ADDRESS 2501 GROVE LN				OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER			
PARKED VEHICLE	CITY / STATE / ZIP CARY IL 60013				DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input type="checkbox"/> OTHER			
BICY-CLIST	SEX F	HAIR BRN	EYES BRN	HEIGHT 5-07	WEIGHT 160	BIRTHDATE MO 04 DAY 11 YEAR 1953	RACE W	
OTHER	HOME PHONE (815)354-5366		BUSINESS PHONE					
INSURANCE CARRIER		POLICY NUMBER						
DIR OF TRAVEL E		ON STREET OR HIGHWAY MAIN STREET (US101)			SPEED LIMIT 25			
PARTY 3	DRIVER'S LICENSE NUMBER	STATE	CLASS	AIR BAG	SAFETY EQUIP.	VEH. YEAR	MAKE / MODEL / COLOR	
DRIVER	NAME (FIRST, MIDDLE, LAST)				OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER			
PEDES-TRIAN	STREET ADDRESS				OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER			
PARKED VEHICLE	CITY / STATE / ZIP				DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input type="checkbox"/> OTHER			
BICY-CLIST	SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE MO DAY YEAR	RACE	
OTHER	HOME PHONE		BUSINESS PHONE					
INSURANCE CARRIER		POLICY NUMBER						
DIR OF TRAVEL		ON STREET OR HIGHWAY			SPEED LIMIT			
PREPARER'S NAME J. DONAHUE 3235		DISPATCH NOTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A		REVIEWER'S NAME			DATE REVIEWED	

WILLITS POLICE DEPARTMENT
 CONFIDENTIAL INFORMATION
 DO NOT DUPLICATE

DATE OF COLLISION (MO. DAY YEAR) 10/20/2015	TIME(2400) 1315	NCIC # 2304	OFFICER I.D. 3235	NUMBER 15-9374
OWNER			OWNER ADDRESS	
PROPERTY DAMAGE			NOTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO	
DESCRIPTION OF DAMAGE				

SEATING POSITION  <p>1 - DRIVER 2 TO 6 - PASSENGERS 7 - STA. WGN REAR 8 - RR OCC TRK OR VAN 9 - POSITION UNKNOWN 0 - OTHER</p>	OCCUPANTS A - NONE IN VEHICLE B - UNKNOWN C - LAP BELT USED D - LAP BELT NOT USED E - SHOULDER HARNESS USED F - SHOULDER HARNESS NOT USED G - LAP/SHOULDER HARNESS USED H - LAP/SHOULDER HARNESS NOT USED J - PASSIVE RESTRAINT USED K - PASSIVE RESTRAINT NOT USED	SAFETY EQUIPMENT L - AIR BAG DEPLOYED M - AIR BAG NOT DEPLOYED N - OTHER P - NOT REQUIRED Q - IN VEHICLE USED R - IN VEHICLE NOT USED S - IN VEHICLE USE UNKNOWN T - IN VEHICLE IMPROPER USE U - NONE IN VEHICLE	M/C BICYCLE - HELMET DRIVER PASSENGER V - NO X - NO W - YES Y - YES EJECTED FROM VEHICLE 0 - NOT EJECTED 1 - FULLY EJECTED 2 - PARTIALLY EJECTED 3 - UNKNOWN	INATTENTION CODES A - CELL PHONE HANDHELD B - CELL PHONE HANDSFREE C - ELECTRONIC EQUIPMENT D - RADIO / CD E - SMOKING F - EATING G - CHILDREN H - ANIMALS I - PERSONAL HYGIENE J - READING K - OTHER
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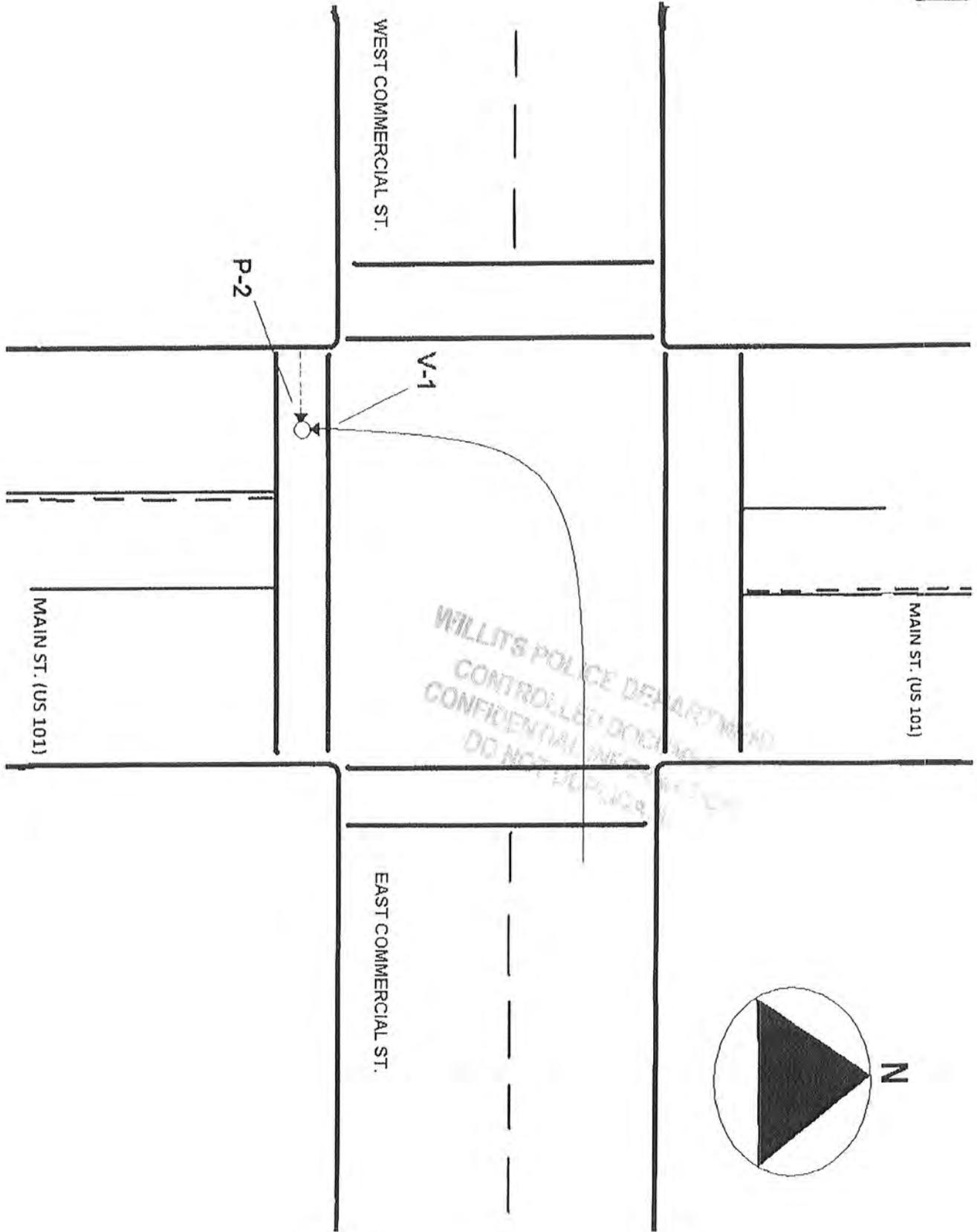
ITEMS MARKED BELOW FOLLOWED BY AN ASTERISK (*) SHOULD BE EXPLAINED IN THE NARRATIVE.

PRIMARY COLLISION FACTOR LIST NUMBER (#) OF PARTY AT FAULT	TRAFFIC CONTROL DEVICES			SPECIAL INFORMATION	MOVEMENT PRECEDING COLLISION		
	1	2	3		1	2	3
I A VC SECTION VIOLATED: CITED 21950(A) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	A CONTROLS FUNCTIONING			A HAZARDOUS MATERIAL			A STOPPED
B OTHER IMPROPER DRIVING*	B CONTROLS NOT FUNCTIONING*			B CELL PHONE HANDHELD IN USE			B PROCEEDING STRAIGHT
C OTHER THAN DRIVER*	C CONTROLS OBSCURED			C CELL PHONE HANDSFREE IN USE			C RAN OFF ROAD
D UNKNOWN*	D NO CONTROLS PRESENT / FACTOR*	X		D CELL PHONE NOT IN USE			D MAKING RIGHT TURN
	TYPE OF COLLISION			E SCHOOL BUS RELATED	X		E MAKING LEFT TURN
	A HEAD - ON			F 75 FT MOTORTRUCK COMBO			F MAKING U TURN
	B SIDE SWIPE			G 32 FT TRAILER COMBO			G BACKING
	C REAR END			H			H SLOWING / STOPPING
WEATHER (MARK 1 TO 2 ITEMS)	D BROADSIDE			I			I PASSING OTHER VEHICLE
X A CLEAR	E HIT OBJECT			J			J CHANGING LANES
B CLOUDY	F OVERTURNED			K			K PARKING MANEUVER
C RAINING	G VEHICLE / PEDESTRIAN			L			L ENTERING TRAFFIC
D SNOWING	H OTHER*:			M			M OTHER UNSAFE TURNING
E FOG / VISIBILITY FT.				N			N XING INTO OPPOSING LANE
F OTHER*:	MOTOR VEHICLE INVOLVED WITH			O			O PARKED
G WIND	A NON - COLLISION			P			P MERGING
	X B PEDESTRIAN			Q			Q TRAVELING WRONG WAY
LIGHTING	C OTHER MOTOR VEHICLE			OTHER ASSOCIATED FACTORS (MARK 1 TO 2 ITEMS)			R OTHER*:
X A DAYLIGHT	D MOTOR VEHICLE ON OTHER ROADWAY	1	2	A VC SECTION VIOLATED: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO			
B DUSK - DAWN	E PARKED MOTOR VEHICLE		3	B VC SECTION VIOLATED: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO			
C DARK - STREET LIGHTS	F TRAIN			C VC SECTION VIOLATED: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO			
D DARK - NO STREET LIGHTS	G BICYCLE			D	X	X	SOBRIETY - DRUG PHYSICAL (MARK 1 TO 2 ITEMS)
E DARK - STREET LIGHTS NOT FUNCTIONING*	H ANIMAL:			E VISION OBSCUREMENT: SUN			A HAD NOT BEEN DRINKING
ROADWAY SURFACE	I FIXED OBJECT:			F INATTENTION*:			B HBD - UNDER INFLUENCE
X A DRY	J OTHER OBJECT:	X		G STOP & GO TRAFFIC			C HBD - NOT UNDER INFLUENCE*
B WET				H ENTERING / LEAVING RAMP			D HBD - IMPAIRMENT UNKNOWN*
C SNOWY - ICY	PEDESTRIAN'S ACTIONS			I PREVIOUS COLLISION			E UNDER DRUG INFLUENCE*
D SLIPPERY (MUDDY, OILY, ETC.)	A NO PEDESTRIANS INVOLVED			J UNFAMILIAR WITH ROAD			F IMPAIRMENT - PHYSICAL*
ROADWAY CONDITION(S) (MARK 1 TO 2 ITEMS)	X B CROSSING IN CROSSWALK AT INTERSECTION			K DEFECTIVE VEH. EQUIP.: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO			G IMPAIRMENT NOT KNOWN
A HOLES, DEEP RUT*	C CROSSING IN CROSSWALK - NOT AT INTERSECTION			L UNINVOLVED VEHICLE			H NOT APPLICABLE
B LOOSE MATERIAL ON ROADWAY*	D CROSSING - NOT IN CROSSWALK			M OTHER*:			I SLEEPY / FATIGUED
C OBSTRUCTION ON ROADWAY*	E IN ROAD - INCLUDES SHOULDER			N NONE APPARENT			
D CONSTRUCTION - REPAIR ZONE	F NOT IN ROAD		X	O RUNAWAY VEHICLE			
E REDUCED ROADWAY WIDTH	G APPROACHING / LEAVING SCHOOL BUS						
F FLOODED*							
G OTHER*:							
X H NO UNUSUAL CONDITIONS							

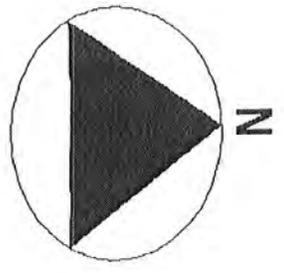
SKETCH <div style="text-align: center;">  INDICATE NORTH </div>	MISCELLANEOUS
--	---------------

DATE OF COLLISION (MO. DAY YEAR)		TIME(2400)		NCIC #		OFFICER I.D.		NUMBER									
10/20/2015		1315		2304		3235		15-9374									
WITNESS ONLY	PASSENGER ONLY	AGE	SEX	EXTENT OF INJURY('X' ONE)				INJURED WAS ('X' ONE)					PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP.	EJECTED
				FATAL INJURY	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	DRIVER	PASS.	PED.	BICYCLIST	OTHER					
<input type="checkbox"/> #	<input type="checkbox"/>	62	F	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2								
NAME / D.O.B. / ADDRESS												TELEPHONE					
MARYBETH MILLER (04/11/1953) 2501 GROVE ST CARY IL 60013																	
(INJURED ONLY) TRANSPORTED BY:												TAKEN TO:					
VERIHEALTH AMBULANCE												HOWARD HOSPITAL					
DESCRIBE INJURIES: POSSIBLE BROKEN LEFT ARM, LEFT WRIST, AND LEFT KNEE																	
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																	
<input checked="" type="checkbox"/> #	<input type="checkbox"/>	70	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS												TELEPHONE					
BRADFORD MILLER (07/08/1945) 2501 GROVE LN CARY IL 60013												(815)354-5366					
(INJURED ONLY) TRANSPORTED BY:												TAKEN TO:					
DESCRIBE INJURIES:																	
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																	
<input checked="" type="checkbox"/> #	<input type="checkbox"/>		M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS												TELEPHONE					
BOB DASHIELL												(707)272-4796					
(INJURED ONLY) TRANSPORTED BY:												TAKEN TO:					
DESCRIBE INJURIES:																	
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																	
<input type="checkbox"/> #	<input type="checkbox"/>	37	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS												TELEPHONE					
JEREMY TAYLOR JAMESON (05/29/1978) 1854 EAST HILL RD WILLITS CA 95490												(707)367-8192					
(INJURED ONLY) TRANSPORTED BY:												TAKEN TO:					
DESCRIBE INJURIES:																	
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																	
<input type="checkbox"/> #	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS												TELEPHONE					
(INJURED ONLY) TRANSPORTED BY:												TAKEN TO:					
DESCRIBE INJURIES:																	
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<input type="checkbox"/> #	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS												TELEPHONE					
(INJURED ONLY) TRANSPORTED BY:												TAKEN TO:					
DESCRIBE INJURIES:																	
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																	
PREPARER'S NAME			I.D. NUMBER		MO. DAY YEAR		REVIEWER'S NAME					MO. DAY YEAR					
J. DONAHUE			3235		10/20/2015												

WILLITS POLICE DEPARTMENT
 CONFIDENTIAL INFORMATION
 NOT TO BE REPRODUCED



WILLITS POLICE DEPARTMENT
CONTROLLED DOCUMENT
CONFIDENTIAL INFORMATION
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Factual Diagram – Legend:

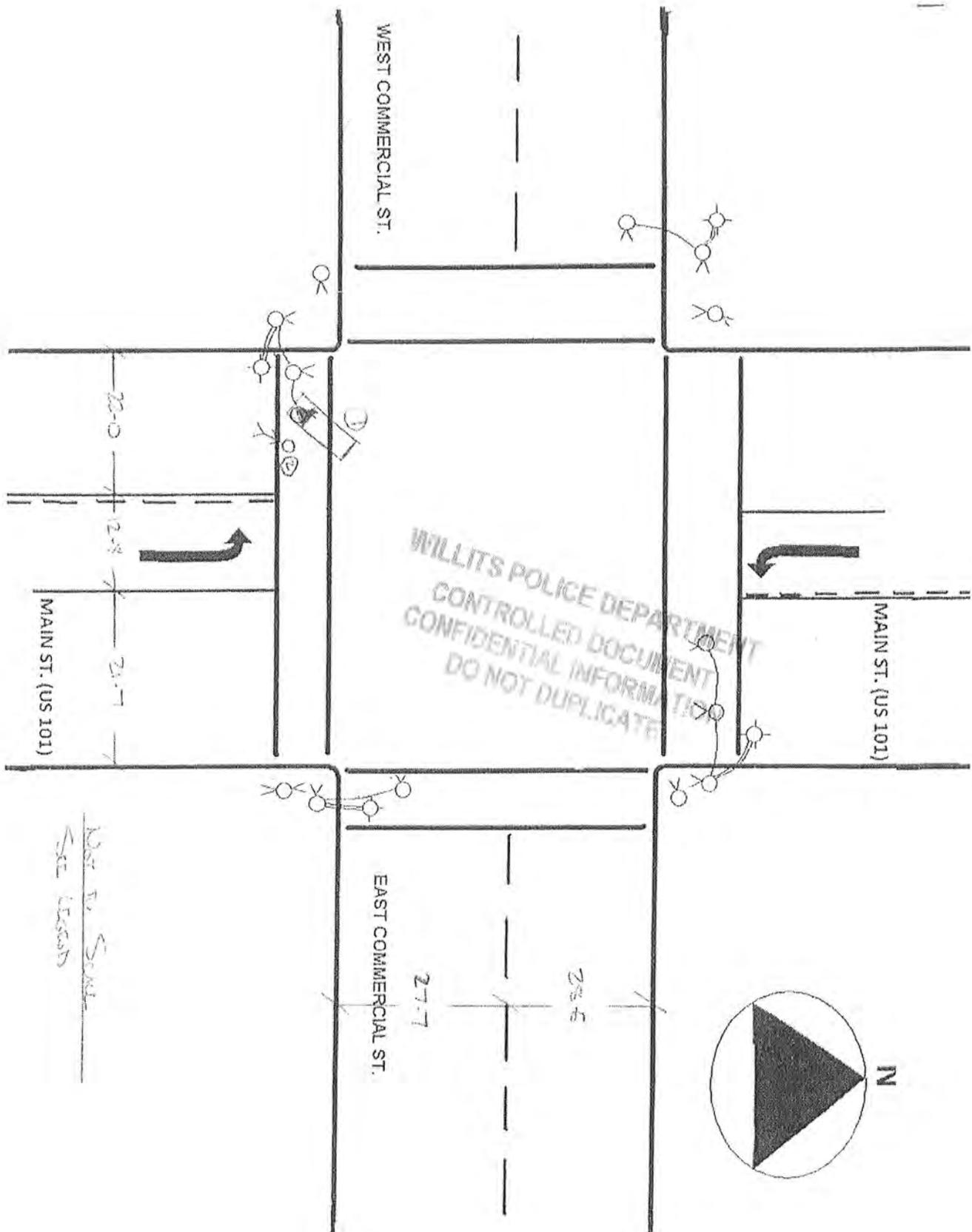
1. V-1 (GMC)

-Right Rear Tire- 1' 4" north of the Commercial Street south prolongation and 14' 5" east of the Main Street (US 101) west prolongation

-Right Front Tire 7' 9" south of the Commercial Street south prolongation and 8' 1" east of the Main Street west prolongation.

2. Party 2 (Miller) was located about 12' 10" south of the Commercial Street south prolongation and about 16' 10" east of the Main Street (US 101) west prolongation

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Facts:

Notification:

I received a call of a vehicle versus pedestrian collision, with an ambulance responding, at 1518 hours. I responded from 1440 South Main Street and arrived on scene at 1521 hours. All times, speeds, and measurements in this investigation are approximate. Measurements were taken by roll meter, except where otherwise indicated.

Scene:

This collision occurred on Main Street (US 101) at the Commercial Street intersection. At this intersection, Main Street (US 101) is a north/south roadway consisting of one lane in each direction. The northbound lane is separated from the southbound lane by a center left turn lane. The roadway surface is straight and level and composed primarily of asphalt-concrete.

Commercial Street is an east/west roadway consisting of one lane in each direction. The lanes are separated by a solid yellow line. The roadway surface is straight and level and composed primarily of asphalt-concrete.

The intersection is controlled by three-phase signal lights, which were functioning properly at the time of the collision. The weather was clear with good visibility. No visual obstructions were noted or claimed. See Factual Diagram and Factual Diagram Legend for further information.

Parties:

Party #1 (P-1, Bond) was located at the scene at 0321 hours, standing near V-1, GMC. P-1 (Bond) was identified by a valid California Driver's License and was placed as the driver of V-1 (GMC) by the following items:

- P-1 (Bond) stated he was the driver of V-1 (GMC) at the time of the collision.
- Witness statements
- There were no other occupants in V-1(GMC)

Vehicle #1(V-1, GMC) was located on its wheels in the intersection of Main Street (US 101) and Commercial Street. V-1 (GMC) didn't appear to have sustained any damage as a result of the collision.

Party #2 (Miller) was located in the Main Street (US 101) southbound lane, being treated by ambulance personnel. P-2 (Miller) was placed as an involved party by the following:

- P-2 (Miller) stated she was an involved party
- Witness statements
- Injuries, P-2 (Miller) suffered injuries consistent with the collision to include a reported broken left arm, wrist, and knee.

Physical Evidence:

See Factual Diagram and Factual Diagram Legend

Statements:

P-1 (Bond) was contacted on scene and related he was driving V-1 (GMC) westbound on East Commercial Street and had come to a stop at the Main Street (US 101) intersection. When the light turned green, he began to navigate a left turn, through the intersection, onto Main Street (US 101). D-1 (Bond) estimated his speed at less than 5 MPH. D-1 (Bond) related his vision was obstructed due to glare from the sun, and as he began to traverse the southern crosswalk at that intersection, he heard a male's voice scream out. It was at that moment he saw P-2 (Miller) in the crosswalk directly in front of him. He immediately applied his brakes but was unable to stop before impacting with P-2 (Miller). P-1 (Bond) offered he'd been unable to see P-2 (Miller) because of the glare of the sun and because of V-1's (GMC) natural blind spot.

P-2 (Miller) was contacted at Howard Hospital and related she and her husband, Witness (Miller), were standing on the southwest corner of the Main Street (US 101)/ Commercial Street intersection, waiting to cross to the east side of Main Street (US 101). When the pedestrian crossing signal changed to green, they entered the crosswalk and began to cross. As they proceeded across the roadway, V-1 (GMC) suddenly began a left turn onto Main Street (US 101) at "an appropriate speed" for the turn. Suddenly, and without warning V-1 (GMC) impacted with the left side of P-2 (Miller), knocking her down. P-2 (Miller) told me she didn't remember if she'd put her arms out defensively as V-1 (GMC) approached. She also told me that as a result of the collision she sustained injuries to her left arm, left wrist, and left knee.

Witness Miller was contacted at Howard Hospital shortly after the collision. Witness Miller stated he and P-2 (Miller) were standing on the southwest corner of the Main Street (US 101) intersection, and when the pedestrian crossing signal activated, they both began to cross Main Street (US 101) eastbound. Witness Miller told me he was in front of P-2 (Miller)

when he noticed V-1 (GMC) negotiating a left turn through the intersection. He suddenly heard a "thud", and when he turned around he saw P-2 (Miller) lying on the ground in front of V-1 (GMC)

Witness Dashiell was contacted on scene and related the following. He was driving his vehicle northbound on Main Street (US 101), stopped in the left turn lane, at the Commercial Street intersection. Witness DaShiell saw P-2 (Miller) walking eastbound, in the crosswalk, crossing Main Street (US 101). As she was crossing, V-1 (GMC) began a left turn, from East Commercial Street, traversing the intersection. V-1 (GMC) continued the turning movement, and at about 5 MPH, impacted with P-2 (Miller) knocking her down.

Witness Jameson was contacted on scene and related the following. He was westbound on East Commercial Street, directly behind V-1. When the light turned green, he noticed P-2 (Miller) enter the crosswalk eastbound, to cross Main Street. He also noticed that eastbound West Commercial Street traffic remained stopped, presumably to allow P-2 (Miller) to cross. Witness Jameson opined P-1 (Bond) may have thought eastbound West Commercial Street traffic had stopped to allow P-1 (Bond) to negotiate a left turn onto Main Street (US 101), so P-1 (Bond) negotiated the turn, and collided with P-2 (Miller), who was still crossing, in the southern crosswalk.

Opinions and Conclusions:

Summary:

P-1 (Bond) was driving V-1 (GMC) westbound on East Commercial Street, at the Main Street (US 101) intersection. P-2 (Miller) was standing on the southwest corner of the Main Street (US 101)/Commercial Street intersection, waiting to cross Main Street (US 101). As the light controlling east/west vehicular traffic turned green, so did the pedestrian crossing signal for P-2 (Miller). P-2 (Miller) entered the crosswalk to begin crossing Main Street (US 101) and, at about the same time, P-1 (Bond) began to traverse the intersection to negotiate a left turn onto Main Street. Due to a visual impairment obstruction, P-1 (Bond) didn't see P-2 (Miller) and, at about 5 MPH entered the crosswalk, with P-2 (Miller) directly in his path. P-1 (Bond) suddenly noticed P-2 (Miller) directly in front of V-1 (GMC) and rapidly applied his brakes but was unable to stop V-1 (GMC) before impacting with P-2 (Miller), and knocking her to the ground.

Area of Impact:

The Area of Impact where the left front of V-1 (GMC) struck P-2 (Miller) was about 16 feet 10 inches east of the Main Street (US 101) west curb-line prolongation and about 12 feet 10 inches south of the Commercial Street

southern prolongation. The AOI was determined by the point of rest of V-1 (GMC), where P-2 (Miller) was located, and by statements of the involved parties and witness statements.

Conclusion:

P-1 (Bond) caused this collision by violating section 21950(a) of the California Vehicle Code which states, in part:

"The driver of a vehicle shall yield the right-of-way to a pedestrian crossing the roadway within any marked crosswalk or within any unmarked crosswalk at an intersection..."

This cause was determined by statements of the involved parties and witness statements, injuries to P-2 (Miller) and location of the AOI.

Recommendations:

None.

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EXHIBIT “B”
TO
ATTACHMENT “1” TO CLAIM AGAINST THE CITY OF WILLITS
Bradford A. Miller v. City Of Willits, et al.

PARTIAL LIST OF HEALTHCARE PROVIDERS

EXHIBIT “B”
TO
ATTACHMENT “1” TO CLAIM AGAINST THE CITY OF WILLITS
Bradford A. Miller v. City of Willits, et al.

PARTIAL LIST OF HEALTHCARE PROVIDERS

EXHIBIT “B”
TO
ATTACHMENT “1” TO CLAIM AGAINST THE CITY OF WILLITS
Bradford A. Miller v. City of Willits, et al.

PARTIAL LIST OF HEALTHCARE PROVIDERS

1. Frank R. Howard Memorial Hospital
One Madrone Street
Willits, CA 95490
2. Ann F. Robinson, N.P.
One Madrone Street
Willits, CA 95490
3. Steven Gross, M.D.
27401 West Highway 22, Suite 125
Barrington IL 60010
4. Katherine Kamholtz, M.D.
509 West Old North West Highway, Suite 100
Barrington, IL 60010
5. Alden Estates of Barrington
Rehabilitation Facility
1420 South Barrington Road
Barrington, IL 60010
6. Tri-County Emergency Physicians LTD
P.O. Box 71709
Chicago, IL 60694-1709
7. Advocate Good Sheperd Hospital
450 West Highway 22
Barrington, IL 60010
8. Jeremiah Dawson, M.D.
One Madrone Street
Willits, CA 95490
9. Verihealth Ambulance
2190 South McDowell Blvd
Petaluma, CA. 94954

CLAIM FOR MONEY OR
DAMAGES AGAINST THE
CITY OF WILLITS

RESERVED FOR FILING STAMP

CLAIM NO. _____

RECEIVED

MAR 28 2016

CITY OF WILLITS

File With:
City of Willits
111 E Commercial Street
Willits, CA 95490

A claim must be presented, as prescribed by the Government Code of the State of California, by the claimant or a person acting on his/her behalf and shall show the following:

If additional space is needed to provide your information, please attach sheets, identifying the paragraphs being answered.

1. Name and Post Office address of the Claimant:
Name of Claimant: **Bradford A. Miller** ("Claimant")
Post Office Address: **2501 Grove Lane, Cary, Illinois 60013**
2. Post Office address to which the person presenting the claim desires notices to be sent:
Name of Addressee: **Joseph M. Ferrante, Esq.; Telephone: 626-796-3433; Fax: 626-796-4618**
Post Office Address: **Law Office of Joseph M. Ferrante; P.O. Box 2469, Pasadena, CA 91102**
3. The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.
Date of Occurrence: **October 20, 2015;** Time of Occurrence: **Approximately 1300 (1:00 PM)**
Location: **Main Street (US 101) at its intersection with Commercial Street, city of Willits, county of Mendocino, state of California**
Circumstances giving rise to this claim: **PLEASE SEE ATTACHMENT "1"**
4. General description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of the presentation of the claim: **Loss of Consortium and Negligent Infliction of Emotional Distress by a Bystander resulting from the injuries sustained by Claimant's wife, Mary Beth Miller (please see ATTACHMENT NO. "1"). Claimant's loss exceeds ten thousand dollars (\$10,000). As a result, no dollar amount is included in Claimant's Claim [See Calif. Gov. Code §910(f)].**
5. The name or names of the public employees causing the injury, damage, or loss, if known. At the time of the presentation of this Claim, Claimant is aware of the following public employees: City of Willits employee: **Thomas Harland Bond** and **PLEASE SEE ATTACHMENT "1"**
6. **If amount claimed totals less than \$10,000:** The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed.

Amount Claimed and basis for computation:

If amount claimed exceeds \$10,000: If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a

limited civil case. A limited civil case is one where the recovery sought, exclusive of attorney fees, interest and court costs does not exceed \$25,000. An unlimited civil case is one which the recovery sought is more than \$25,000 (See CCP §86.)

Limited Civil Case

Unlimited Civil Case

You are required to provide the information requested above, plus your signature on page 3 of this form, in order to comply with Government Code §910. In addition, in order to conduct a timely investigation and possible resolution of your claim, the city requests that you answer the following questions.

7. Claimant(s) Date(s) of Birth: **July 8, 1945**

8. Name, address and telephone number of any witnesses to the occurrence or transaction which gave rise to the claim asserted: **PLEASE SEE ATTACHMENT "1"**

9. If the claim involves medical treatment for a claimed injury, please provide the name, address and telephone number of any doctor or hospitals providing treatment: **As of this date, unknown.**

If applicable, please attach any medical bills or reports or similar documents supporting your claim.

10. If the claim relates to an automobile accident: **Not applicable to this claimant.**

Claimant(s) Auto Ins. Co.: _____ Telephone: _____

Address: _____

Insurance Policy No.: _____

Insurance Broker/Agent: _____ Telephone: _____

Address: _____

Claimant's Veh. Lic. No.: _____ Vehicle Make/Year: _____

Claimant's Drivers Lic. No.: _____ Expiration: _____

If applicable, please attach any repair bills, estimates or similar documents supporting your claim.

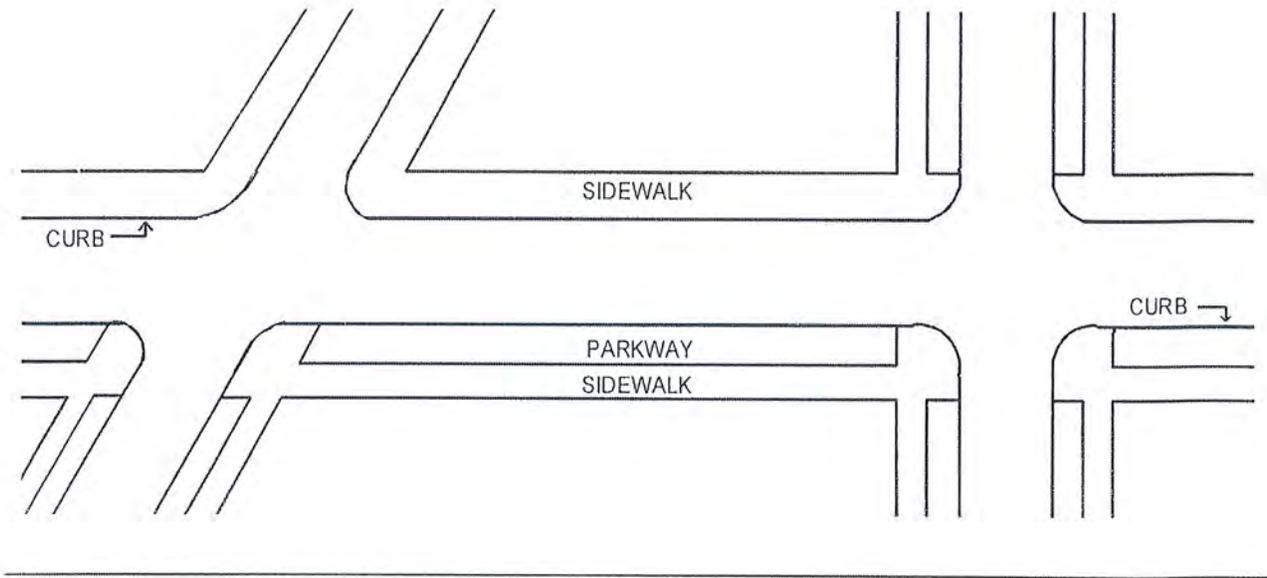
READ CAREFULLY

For all accident claims, place on following diagram name or streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If Agency Vehicle was involved, designate by letter "A" location of Agency Vehicle when you first saw it, and by "B" location of yourself or your vehicle when

you first saw Agency Vehicle; location of Agency vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

Note: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.

PLEASE SEE ATTACHMENT "1"



PLEASE SEE ATTACHMENT "1"

Warning: Presentation of a false claim with the intent to defraud is a felony (Penal Code §72). Pursuant to CCP §1038, the Agency may seek to recover all costs of defense in the event an action is filed which is later determined not to have been brought in good faith and with reasonable cause.

Signature: _____

Joseph M. Ferrante (S.B. # 86265)
Legal Counsel for Claimant,
Bradford A. Miller

Date: March 23, 2016

1 On the date and time of the occurrence, the Millers were standing on the southwest corner
2 of Main Street (US 101) ("Main Street") at its intersection with Commercial Street. The Millers
3 were waiting for the pedestrian crossing signal to display the walk sign for their direction of
4 travel. When the pedestrian crossing signal, for the Millers' direction of travel, displayed the
5 walk sign, the Millers began to cross Main Street in an eastbound direction in the designated
6 crosswalk. At all times herein mentioned, the Millers acted as a reasonable and prudent person
7 would have so acted in the same or similar circumstances.

8 At this time and place, Thomas Harland Bond ("Mr. Bond") was operating a 1995 GMC
9 pickup truck (the "GMC"), California license number 021286, westbound on Commercial Street
10 at its intersection with Main Street. At all times herein mentioned, the GMC was owned, leased,
11 maintained, managed, equipped, modified, repaired and controlled by the City of Willits and Mr.
12 Bond.

13 At all times herein mentioned, Mr. Bond was an employee and agent of the City of
14 Willits and acting within the course and scope of that employment and agency.

15 The City of Willits and Mr. Bond so negligently owned, leased, maintained, managed,
16 equipped, modified, repaired, controlled and operated the GMC so as to allow the GMC to
17 collide (the "Collision") with Mary Beth while Mary Beth was walking in the designated
18 crosswalk. The impact of the Collision caused Mary Beth to be violently thrown to the ground,
19 where she lay in agony suffering from serious personal injury including, but not limited to, a
20 crushed left knee and crushed left shoulder.

21 At the time of the Collision, Bradford was walking approximately five (5) feet from Mary
22 Beth as the Millers travelled eastbound across Main Street in the designated crosswalk. While
23 the Millers were in the crosswalk, Bradford saw the GMC as it travelled westbound across Main
24 Street. The GMC then made an abrupt left-hand turn into Mary Beth. Bradford heard the
25 sickening thud of the GMC striking Mary Beth. Bradford immediately thereafter saw his wife's
26 contorted body lying motionless within the crosswalk and realized that his wife had been
27 seriously injured.

28 Please see attached Exhibit "A," which is a copy of the Traffic Collision Report (Local
Report Number 15-9374), as prepared by Officer J. Donahue #3235 of the Willits Police
Department.

Dangerous Condition of Public Property
(California Government Code § 835)

22 The City of Willits and/or its management, administration, designers, planners, engineers,
23 maintenance personnel, inspectors and/or other employees, staff, agents or contractors, acting
24 within the course and scope of their duties and through negligent or wrongful acts or omissions
25 created, or allowed to be created, a dangerous condition under *California Government Code §*
26 *835* ("Gov. Code § 835"). The absence of proper safety measures was done negligently,
27 inadequately and improperly and created a hazard, trap and dangerous condition under Gov.
28 Code § 835. It also created a peculiar risk and trap (inadequate warning of dangerous conditions
not reasonably apparent to motorists and pedestrians).

Without limiting the foregoing, the City of Willits knew, or should have known, each and
all of the following:

- 1 (a) at the time of the Collision, there was a lack of consistent or visible signage at Main
2 Street (US 101) at its intersection with Commercial Street;
- 3 (b) at the time of the Collision, the default timing of the traffic lights at Main Street (US
4 101) at its intersection with Commercial Street was insufficient for safe crossing in
5 the crosswalks, especially for physically challenged, elderly and very young
6 pedestrians;
- 7 (c) at the time of the Collision, there was a failure to mark all possible ways to cross
8 Main Street (US 101) at its intersection with Commercial Street; and,
- 9 (d) at the time of the Collision, there was a failure to mark, by centerline signage, Main
10 Street (US 101) at its intersection with Commercial Street, to indicate the presence of
11 crosswalks at that intersection.

12 The Collision was foreseeable to the City of Willits and, yet, the City of Willits failed to
13 warn (or adequately warn) motorists and pedestrians.

14 The City of Willits negligently, unreasonably and improperly owned, operated, designed,
15 planned, engineered, maintained, inspected, repaired, failed to repair, and controlled Commercial
16 Street and Main Street (US 101) and their intersection; thereby creating dangerous conditions
17 and exposing motorists and pedestrians to dangerous conditions. The City of Willits, a
18 governmental entity, undertook to control the roadway, invited reliance on the roadway and is
19 liable as it created a dangerous condition in doing so.

20 The dangerous conditions created a reasonably foreseeable risk of the kind of injuries
21 which were incurred, and (a) a negligent or wrongful act or omission of an employee of the City
22 of Willits created the dangerous conditions; and/or (b) it had actual or constructive notice of the
23 dangerous conditions a sufficient time prior to the Collision to have taken measures to protect
24 against the dangerous conditions.

25 These dangerous conditions and these acts and omissions of the City of Willits (and its
26 management, administration, designers, planners, engineers, maintenance personnel, inspectors
27 and/or other employees, staff, agents or contractors, acting within the course and scope of their
28 duties) proximately caused Mary Beth and Bradford's injuries.

Further, these dangerous conditions were directly attributable wholly or in substantial
part to a negligent or wrongful act of these employees of the City of Willits and these employees
had the authority and the funds and other means immediately available to take alternative action
which would not have created the dangerous condition; and/or these employees had the authority
and it was his/her/their responsibility to take adequate measures to protect against the dangerous
condition at the expense of the public entity and the funds and other means for doing so were
immediately available to him/her/them, and he/she/they had actual or constructive notice of the
dangerous condition a sufficient time prior to the injury to have taken measures to protect against
the dangerous conditions.

Further, signs, warnings or other devices were necessary to warn if these dangerous
conditions which endangered the safe movement of traffic and pedestrians, and which would not
be reasonably apparent to, and would not have been anticipated by, a person exercising due care.

Further, the City of Willits and its employees acting within the scope of their
employment undertook, gratuitously or for consideration, to avoid, remedy and/or abate these
dangerous conditions. These undertakings and promises were the kind that they recognized as
necessary for the protection of third persons. The City of Willits and its employees, acting
within the scope of their employment, failed to exercise reasonable care in the performance of
these undertakings and promises, the failure to exercise reasonable care resulted in physical harm

1 to the third parties; and *either* (a) their carelessness increased the risk of such harm, or (b) the
2 undertaking or promises were to perform a duty that the other owed to the third party, or (c) the
3 harm was suffered because either the other or the third party relied on the undertaking.

4 Due to these acts and failures to act and dangerous conditions, the City of Willits and its
5 employees are liable for Bradford's injuries under the California Government Code including,
6 but not limited to, §§ 815.2(a), 820(a), 830.8, 835 and 840.2

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5. A general description of the injury and damage incurred, so far as it is known at this time, is as follows.

Although the complete nature of Mary Beth's injuries are unknown, currently, Mary Beth's personal injuries include, but are not limited to, a crushed left knee and a crushed left shoulder. As of this writing (January 20, 2016), Mary Beth is a patient at a long-term care facility in Barrington, IL. She is currently unable to walk without assistance and is undergoing extensive rehabilitation therapy. Mary Beth has sustained, and will sustain in the future, substantial economic and non-economic damages including, but not limited to, medical expenses, severe physical pain, emotional distress and mental anguish. Mary Beth's medical bills are expected to exceed \$500,000.

Claim for Loss of Consortium

Bradford seeks damages for loss of consortium. Prior to the Collision and the resulting physical and emotional injuries, Mary Beth was able to and did perform her duties as a wife. Subsequent to Mary Beth's injuries, as above described, and as a direct, proximate and foreseeable result thereof, Mary Beth has been unable to perform the necessary duties as a wife and the work and services usually performed in the care, maintenance and management of the family home and Mary Beth will be unable to perform such work, services, and duties in the future. By reason thereof, Bradford has been deprived, and will be deprived, of the consortium of Mary Beth, including the performance of his spouse's necessary duties, all to Bradford's damage.

Claim for Negligent Infliction of Emotional Distress by Bystander

Bradford seeks damages for negligent infliction of emotional distress by a bystander. At the time of the Collision: (1) Bradford was the lawful husband of Mary Beth; (2) Bradford was present at the scene of the Collision and at the time of the Collision, and was aware that the GMC was causing grievous bodily injury to his wife, Mary Beth; and, (3) as a direct, proximate and foreseeable result of the foregoing, Bradford suffered, and continues to suffer, emotional distress beyond that which would be anticipated in a disinterested witness. For his claim of negligent infliction of emotional distress by a bystander, Bradford relies, in part, on the California Supreme Court case of *Thing v. La Chusa* (1989) 48 Cal.3d 644.

6. The names of the City of Willits' public employees causing Mary Beth's injuries and damages are the following.

1 Thomas Harland Bond as well as the management, administration, designers, planners,
2 engineers, maintenance personnel, inspectors and/or other staff members and employees of the
3 City of Willits.

4 7. All witnesses, hospitals and doctors, so far as it is known at this time, are as follows.

5 Witnesses:

- 6 a. Mary Beth Miller; 2501 Grove Lane, Cary, Illinois 60013
7 b. Bradford A. Miller; 2501 Grove Lane, Cary, Illinois 60013
8 c. Thomas Harland Bond; 195 California Street, Willits, CA 95490; Tel.: (707) 459-
9 4605
10 d. Bob Dashiell; Tel.: (707) 272-4796
11 e. Jeremy Taylor Jameson; 1854 East Hill Road, Willits, CA 95490; Tel.: (707) 367-
12 8192
13 f. Holly Madrigal; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
14 g. Larry Stranske; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
15 h. Madge Strong; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
16 i. Bruce Burton; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
17 j. Ron Orenstein; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
18 k. Adrienne Moore; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
19 l. Rod Wilburn; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
20 m. Gerry Gonzalez; c/o City of Willits, 111 E. Commercial Street, Willits, CA 95490
21 n. Howard N. Dashiell; c/o County of Mendocino; 340 Lake Mendocino Drive, Ukiah,
22 CA 95482; (707) 463-4363

23 Also, please see attached Exhibit "A."

24 Medical Expenses:

25 As to Mary Beth's medical expenses, please see attached Exhibit "B." Bradford's
26 medical expenses are, as of this writing, yet to be determined.

27 8. Jurisdiction for this claim would lie within the unlimited jurisdiction of the
28 Mendocino County Superior Court.

EXHIBIT “A”
TO
ATTACHMENT “1” TO CLAIM AGAINST THE CITY OF WILLITS
Bradford A. Miller v. City Of Willits, et al.

TRAFFIC COLLISION REPORT

EXHIBIT “A”
TO
ATTACHMENT “1” TO CLAIM AGAINST THE CITY OF WILLITS
Bradford A. Miller v. City of Willits, et al.

TRAFFIC COLLISION REPORT

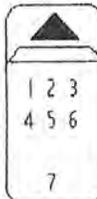
TRAFFIC COLLISION REPORT
 CHP 555 CARS PAGE 1 (REV 11-06) OPI 065

SPECIAL CONDITIONS		NUMBER INJURED 1	HIT & RUN FELONY <input type="checkbox"/>	CITY WILLITS	JUDICIAL DISTRICT MOUNT SANHEDRIN		LOCAL REPORT NUMBER 15-9374		
		NUMBER KILLED 0	HIT & RUN MISDEMEANOR <input type="checkbox"/>	COUNTY MENDOCINO	REPORTING DISTRICT		BEAT	DAY OF WEEK TUESDAY	
				MO DAY YEAR 10/20/2015		TIME (2400) 1315		OFFICER I.D. 3235	
LOCATION	COLLISION OCCURRED ON: MAIN STREET (US 101)				GPS COORDINATES		PHOTOGRAPHS BY: <input type="checkbox"/> NONE		
	MILEPOST INFORMATION:				LATITUDE		LONGITUDE		
	<input checked="" type="checkbox"/> AT INTERSECTION WITH: OR: COMMERCIAL STREET				STATE HWY REL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
PARTY 1	DRIVER'S LICENSE NUMBER C0844997	STATE CA	CLASS 3	AIR BAG	SAFETY EQUIP.	VEH. YEAR 1995	MAKE / MODEL / COLOR GMC WHI	LICENSE NUMBER 021286	
DRIVER <input checked="" type="checkbox"/>	NAME(FIRST, MIDDLE, LAST) THOMAS HARLAND BOND					OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER			
PEDES-TRIAN <input type="checkbox"/>	STREET ADDRESS 195 CALIFORNIA STREET					OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER			
PARKED VEHICLE <input type="checkbox"/>	CITY / STATE / ZIP WILLITS CA 95490					DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input checked="" type="checkbox"/> DRIVER <input type="checkbox"/> OTHER			
BICY-CLIST <input type="checkbox"/>	SEX M	HAIR BRN	EYES BRN	HEIGHT 5-10	WEIGHT 200	BIRTHDATE MO DAY YEAR 04/11/1953	RACE W		
OTHER <input type="checkbox"/>	HOME PHONE		BUSINESS PHONE (707)459-4605						
INSURANCE CARRIER REMI		POLICY NUMBER							
DIR OF TRAVEL ON STREET OR HIGHWAY S MAIN STREET(US101)				SPEED LIMIT 25					
PARTY 2	DRIVER'S LICENSE NUMBER M460-5825-3704	STATE IL	CLASS C	AIR BAG	SAFETY EQUIP.	VEH. YEAR	MAKE / MODEL / COLOR	LICENSE NUMBER	
DRIVER <input type="checkbox"/>	NAME(FIRST, MIDDLE, LAST) MARYBETH MILLER					OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER			
PEDES-TRIAN <input checked="" type="checkbox"/>	STREET ADDRESS 2501 GROVE LN					OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER			
PARKED VEHICLE <input type="checkbox"/>	CITY / STATE / ZIP CARY IL 60013					DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input type="checkbox"/> OTHER			
BICY-CLIST <input type="checkbox"/>	SEX F	HAIR BRN	EYES BRN	HEIGHT 5-07	WEIGHT 160	BIRTHDATE MO DAY YEAR 04/11/1953	RACE W		
OTHER <input type="checkbox"/>	HOME PHONE (815)354-5366		BUSINESS PHONE						
INSURANCE CARRIER		POLICY NUMBER							
DIR OF TRAVEL ON STREET OR HIGHWAY E MAIN STREET(US101)				SPEED LIMIT 25					
PARTY 3	DRIVER'S LICENSE NUMBER	STATE	CLASS	AIR BAG	SAFETY EQUIP.	VEH. YEAR	MAKE / MODEL / COLOR	LICENSE NUMBER	
DRIVER <input type="checkbox"/>	NAME(FIRST, MIDDLE, LAST)					OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER			
PEDES-TRIAN <input type="checkbox"/>	STREET ADDRESS					OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER			
PARKED VEHICLE <input type="checkbox"/>	CITY / STATE / ZIP					DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input type="checkbox"/> OTHER			
BICY-CLIST <input type="checkbox"/>	SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE MO DAY YEAR	RACE		
OTHER <input type="checkbox"/>	HOME PHONE		BUSINESS PHONE						
INSURANCE CARRIER		POLICY NUMBER							
DIR OF TRAVEL ON STREET OR HIGHWAY				SPEED LIMIT					
PREPARER'S NAME J. DONAHUE 3235		DISPATCH NOTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A			REVIEWER'S NAME			DATE REVIEWED	

WILLITS POLICE DEPARTMENT
 CONFIDENTIAL INFORMATION
 DO NOT DUPLICATE

DATE OF COLLISION (MO. DAY YEAR) 10/20/2015	TIME(2400) 1315	NCIC # 2304	OFFICER I.D. 3235	NUMBER 15-9374
--	--------------------	----------------	----------------------	-------------------

OWNER	OWNER ADDRESS	NOTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO
PROPERTY DAMAGE DESCRIPTION OF DAMAGE		

SEATING POSITION 	SAFETY EQUIPMENT L - AIR BAG DEPLOYED M - AIR BAG NOT DEPLOYED N - OTHER P - NOT REQUIRED CHILD RESTRAINT Q - IN VEHICLE USED R - IN VEHICLE NOT USED S - IN VEHICLE USE UNKNOWN T - IN VEHICLE IMPROPER USE U - NONE IN VEHICLE M/C BICYCLE - HELMET DRIVER PASSENGER V - NO X - NO W - YES Y - YES EJECTED FROM VEHICLE 0 - NOT EJECTED 1 - FULLY EJECTED 2 - PARTIALLY EJECTED 3 - UNKNOWN	INATTENTION CODES A - CELL PHONE HANDHELD B - CELL PHONE HANDSFREE C - ELECTRONIC EQUIPMENT D - RADIO / CD E - SMOKING F - EATING G - CHILDREN H - ANIMALS I - PERSONAL HYGIENE J - READING K - OTHER
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ITEMS MARKED BELOW FOLLOWED BY AN ASTERISK (*) SHOULD BE EXPLAINED IN THE NARRATIVE.

PRIMARY COLLISION FACTOR LIST NUMBER (#) OF PARTY AT FAULT	TRAFFIC CONTROL DEVICES	1	2	3	SPECIAL INFORMATION	1	2	3	MOVEMENT PRECEDING COLLISION
A VC SECTION VIOLATED: CITED 21950(A) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	A CONTROLS FUNCTIONING				A HAZARDOUS MATERIAL				A STOPPED
B OTHER IMPROPER DRIVING*	B CONTROLS NOT FUNCTIONING*				B CELL PHONE HANDHELD IN USE				B PROCEEDING STRAIGHT
C OTHER THAN DRIVER*	C CONTROLS OBSCURED				C CELL PHONE HANDSFREE IN USE				C RAN OFF ROAD
D UNKNOWN*	D NO CONTROLS PRESENT / FACTOR*			X	D CELL PHONE NOT IN USE				D MAKING RIGHT TURN
	TYPE OF COLLISION				E SCHOOL BUS RELATED		X		E MAKING LEFT TURN
	A HEAD - ON				F 75 FT MOTORTRUCK COMBO				F MAKING U TURN
	B SIDE SWIPE				G 32 FT TRAILER COMBO				G BACKING
	C REAR END				H				H SLOWING / STOPPING
	D BROADSIDE				I				I PASSING OTHER VEHICLE
WEATHER (MARK 1 TO 2 ITEMS)	E HIT OBJECT				J				J CHANGING LANES
X A CLEAR	F OVERTURNED				K				K PARKING MANEUVER
B CLOUDY	G VEHICLE / PEDESTRIAN				L				L ENTERING TRAFFIC
C RAINING	H OTHER*				M				M OTHER UNSAFE TURNING
D SNOWING					N				N XING INTO OPPOSING LANE
E FOG / VISIBILITY FT.	MOTOR VEHICLE INVOLVED WITH				O				O PARKED
F OTHER*	A NON - COLLISION				P				P MERGING
G WIND	B PEDESTRIAN				Q				Q TRAVELING WRONG WAY
LIGHTING	C OTHER MOTOR VEHICLE				OTHER ASSOCIATED FACTORS (MARK 1 TO 2 ITEMS)				
X A DAYLIGHT	D MOTOR VEHICLE ON OTHER ROADWAY		1	2	A VC SECTION VIOLATED: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				
B DUSK - DAWN	E PARKED MOTOR VEHICLE				B VC SECTION VIOLATED: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				
C DARK - STREET LIGHTS	F TRAIN				C VC SECTION VIOLATED: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				
D DARK - NO STREET LIGHTS	G BICYCLE								
E DARK - STREET LIGHTS NOT FUNCTIONING*	H ANIMAL:								
ROADWAY SURFACE	I FIXED OBJECT:								
X A DRY	J OTHER OBJECT:			X	O			X X	SOBRIETY - DRUG PHYSICAL (MARK 1 TO 2 ITEMS)
B WET					E VISION OBSCUREMENT: SUN				A HAD NOT BEEN DRINKING
C SNOWY - ICY	PEDESTRIAN'S ACTIONS				F INATTENTION*				B HBD - UNDER INFLUENCE
D SLIPPERY (MUDDY, OILY, ETC.)	A NO PEDESTRIANS INVOLVED				G STOP & GO TRAFFIC				C HBD - NOT UNDER INFLUENCE*
ROADWAY CONDITION(S) (MARK 1 TO 2 ITEMS)	X B CROSSING IN CROSSWALK AT INTERSECTION				H ENTERING / LEAVING RAMP				D HBD - IMPAIRMENT UNKNOWN*
A HOLES, DEEP RUT*	C CROSSING IN CROSSWALK - NOT AT INTERSECTION				I PREVIOUS COLLISION				E UNDER DRUG INFLUENCE*
B LOOSE MATERIAL ON ROADWAY*	D CROSSING - NOT IN CROSSWALK				J UNFAMILIAR WITH ROAD				F IMPAIRMENT - PHYSICAL*
C OBSTRUCTION ON ROADWAY*	E IN ROAD - INCLUDES SHOULDER				K DEFECTIVE VEH. EQUIP.: CITED <input type="checkbox"/> YES <input type="checkbox"/> NO				G IMPAIRMENT NOT KNOWN
D CONSTRUCTION - REPAIR ZONE	F NOT IN ROAD				L UNINVOLVED VEHICLE				H NOT APPLICABLE
E REDUCED ROADWAY WIDTH	G APPROACHING / LEAVING SCHOOL BUS			X	M OTHER*				I SLEEPY / FATIGUED
F FLOODED*					N NONE APPARENT				
G OTHER*					O RUNAWAY VEHICLE				
X H NO UNUSUAL CONDITIONS									

SKETCH <div style="text-align: center;">  INDICATE NORTH </div>	MISCELLANEOUS
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DATE OF COLLISION (MO. DAY YEAR) 10/20/2015				TIME(2400) 1315	NCIC # 2304	OFFICER I.D. 3235					NUMBER 15-9374							
WITNESS ONLY	PASSENGER ONLY	AGE	SEX	EXTENT OF INJURY ('X' ONE)				INJURED WAS ('X' ONE)					PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP.	EJECTED	
				FATAL INJURY	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	DRIVER	PASS.	PED.	BICYCLIST	OTHER						
<input type="checkbox"/> #	<input type="checkbox"/>	62	F	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2				
NAME / D.O.B. / ADDRESS MARYBETH MILLER (04/11/1953) 2501 GROVE ST CARY IL 60013																TELEPHONE		
(INJURED ONLY) TRANSPORTED BY: VERIHEALTH AMBULANCE																TAKEN TO: HOWARD HOSPITAL		
DESCRIBE INJURIES: POSSIBLE BROKEN LEFT ARM, LEFT WRIST, AND LEFT KNEE																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
<input checked="" type="checkbox"/> # 1	<input type="checkbox"/>	70	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS BRADFORD MILLER (07/08/1945) 2501 GROVE LN CARY IL 60013																TELEPHONE (815)354-5366		
(INJURED ONLY) TRANSPORTED BY:																TAKEN TO:		
DESCRIBE INJURIES:																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
<input checked="" type="checkbox"/> # 2	<input type="checkbox"/>		M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS BOB DASHIELL																TELEPHONE (707)272-4796		
(INJURED ONLY) TRANSPORTED BY:																TAKEN TO:		
DESCRIBE INJURIES:																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
<input type="checkbox"/> #	<input type="checkbox"/>	37	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS JEREMY TAYLOR JAMESON (05/29/1978) 1854 EAST HILL RD WILLITS CA 95490																TELEPHONE (707)367-8192		
(INJURED ONLY) TRANSPORTED BY:																TAKEN TO:		
DESCRIBE INJURIES:																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
<input type="checkbox"/> #	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS																TELEPHONE		
(INJURED ONLY) TRANSPORTED BY:																TAKEN TO:		
DESCRIBE INJURIES:																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
<input type="checkbox"/> #	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
NAME / D.O.B. / ADDRESS																TELEPHONE		
(INJURED ONLY) TRANSPORTED BY:																TAKEN TO:		
DESCRIBE INJURIES:																		
<input type="checkbox"/> VICTIM OF VIOLENT CRIME NOTIFIED																		
PREPARER'S NAME J. DONAHUE				I.D. NUMBER 3235		MO. DAY YEAR 10/20/2015		REVIEWER'S NAME				MO. DAY YEAR						

WILLITS POLICE DEPARTMENT
 CONTROLLED DOCUMENT
 CONFIDENTIAL INFORMATION
 DO NOT DUPLICATE

MAIN ST. (US 101)

WEST COMMERCIAL ST.

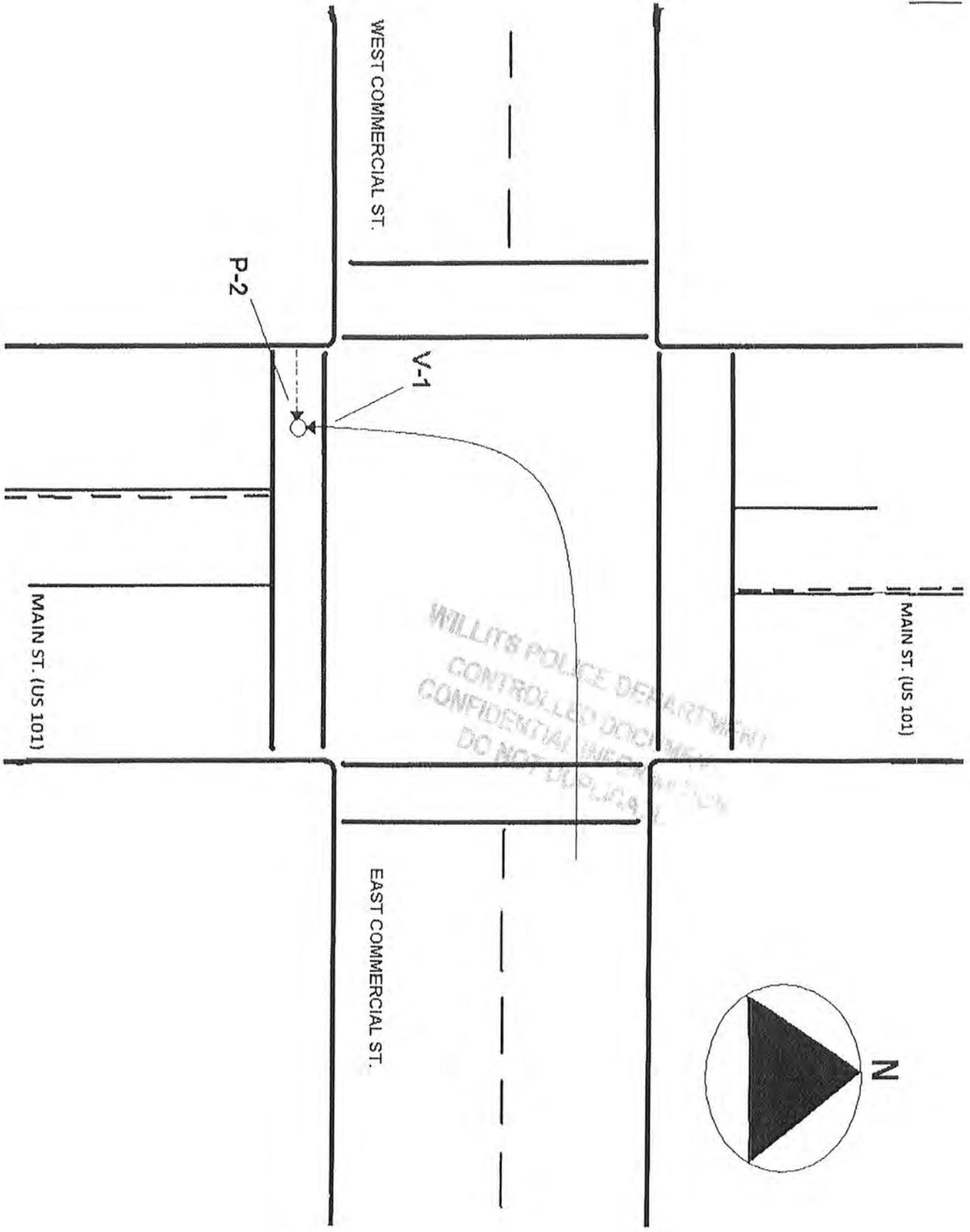
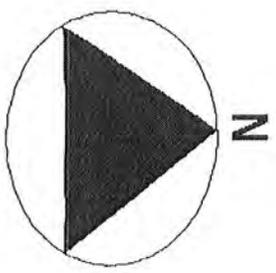
EAST COMMERCIAL ST.

MAIN ST. (US 101)

P-2

V-1

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Factual Diagram – Legend:

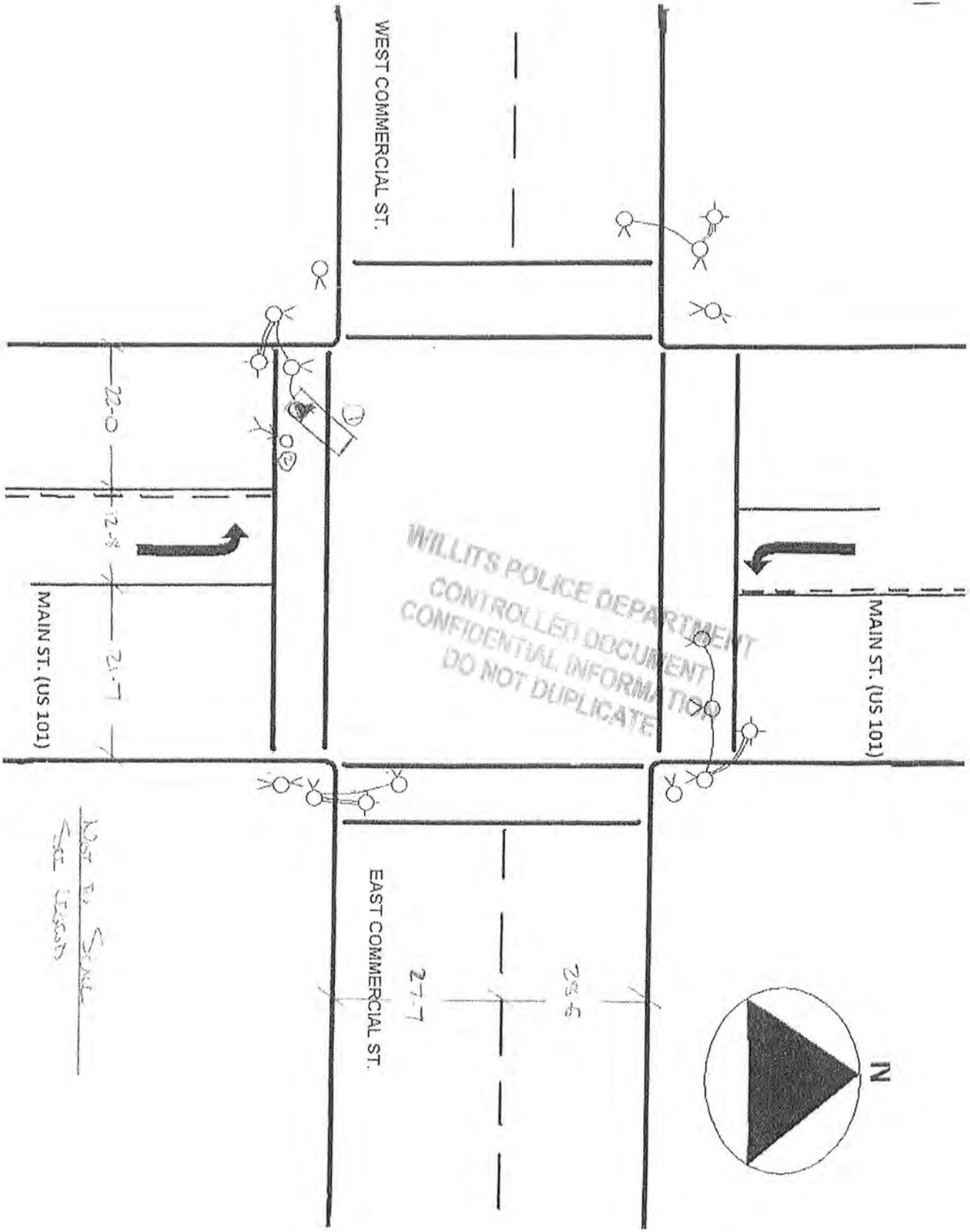
1. V-1 (GMC)

-Right Rear Tire- 1' 4" north of the Commercial Street south prolongation
and 14' 5" east of the Main Street (US 101) west prolongation

-Right Front Tire 7' 9" south of the Commercial Street south prolongation
and 8' 1" east of the Main Street west prolongation.

2. Party 2 (Miller) was located about 12' 10" south of the Commercial Street
south prolongation and about 16' 10" east of the Main Street (US 101) west
prolongation

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NOT TO SCALE
SEE LEGEND

Facts:

Notification:

I received a call of a vehicle versus pedestrian collision, with an ambulance responding, at 1518 hours. I responded from 1440 South Main Street and arrived on scene at 1521 hours. All times, speeds, and measurements in this investigation are approximate. Measurements were taken by roll meter, except where otherwise indicated.

Scene:

This collision occurred on Main Street (US 101) at the Commercial Street intersection. At this intersection, Main Street (US 101) is a north/south roadway consisting of one lane in each direction. The northbound lane is separated from the southbound lane by a center left turn lane. The roadway surface is straight and level and composed primarily of asphalt-concrete.

Commercial Street is an east/west roadway consisting of one lane in each direction. The lanes are separated by a solid yellow line. The roadway surface is straight and level and composed primarily of asphalt-concrete.

The intersection is controlled by three-phase signal lights, which were functioning properly at the time of the collision. The weather was clear with good visibility. No visual obstructions were noted or claimed. See Factual Diagram and Factual Diagram Legend for further information.

Parties:

Party #1 (P-1, Bond) was located at the scene at 0321 hours, standing near V-1, GMC. P-1 (Bond) was indentified by a valid California Driver's License and was placed as the driver of V-1 (GMC) by the following items:

- P-1 (Bond) stated he was the driver of V-1 (GMC) at the time of the collision.
- Witness statements
- There were no other occupants in V-1(GMC)

Vehicle #1(V-1, GMC) was located on its wheels in the intersection of Main Street (US 101) and Commercial Street. V-1 (GMC) didn't appear to have sustained any damage as a result of the collision.

Party #2 (Miller) was located in the Main Street (US 101) southbound lane, being treated by ambulance personnel. P-2 (Miller) was placed as an involved party by the following:

- P-2 (Miller) stated she was an involved party
- Witness statements
- Injuries, P-2 (Miller) suffered injuries consistent with the collision to include a reported broken left arm, wrist, and knee.

Physical Evidence:

See Factual Diagram and Factual Diagram Legend

Statements:

P-1 (Bond) was contacted on scene and related he was driving V-1 (GMC) westbound on East Commercial Street and had come to a stop at the Main Street (US 101) intersection. When the light turned green, he began to navigate a left turn, through the intersection, onto Main Street (US 101). D-1 (Bond) estimated his speed at less than 5 MPH. D-1 (Bond) related his vision was obstructed due to glare from the sun, and as he began to traverse the southern crosswalk at that intersection, he heard a male's voice scream out. It was at that moment he saw P-2 (Miller) in the crosswalk directly in front of him. He immediately applied his brakes but was unable to stop before impacting with P-2 (Miller). P-1 (Bond) offered he'd been unable to see P-2 (Miller) because of the glare of the sun and because of V-1's (GMC) natural blind spot.

P-2 (Miller) was contacted at Howard Hospital and related she and her husband, Witness (Miller), were standing on the southwest corner of the Main Street (US 101)/ Commercial Street intersection, waiting to cross to the east side of Main Street (US 101). When the pedestrian crossing signal changed to green, they entered the crosswalk and began to cross. As they proceeded across the roadway, V-1 (GMC) suddenly began a left turn onto Main Street (US 101) at "an appropriate speed" for the turn. Suddenly, and without warning V-1 (GMC) impacted with the left side of P-2 (Miller), knocking her down. P-2 (Miller) told me she didn't remember if she'd put her arms out defensively as V-1 (GMC) approached. She also told me that as a result of the collision she sustained injuries to her left arm, left wrist, and left knee.

Witness Miller was contacted at Howard Hospital shortly after the collision. Witness Miller stated he and P-2 (Miller) were standing on the southwest corner of the Main Street (US 101) intersection, and when the pedestrian crossing signal activated, they both began to cross Main Street (US 101) eastbound. Witness Miller told me he was in front of P-2 (Miller)

when he noticed V-1 (GMC) negotiating a left turn through the intersection. He suddenly heard a "thud", and when he turned around he saw P-2 (Miller) lying on the ground in front of V-1 (GMC)

Witness Dashiell was contacted on scene and related the following. He was driving his vehicle northbound on Main Street (US 101), stopped in the left turn lane, at the Commercial Street intersection. Witness DaShiell saw P-2 (Miller) walking eastbound, in the crosswalk, crossing Main Street (US 101). As she was crossing, V-1 (GMC) began a left turn, from East Commercial Street, traversing the intersection. V-1 (GMC) continued the turning movement, and at about 5 MPH, impacted with P-2 (Miller) knocking her down.

Witness Jameson was contacted on scene and related the following. He was westbound on East Commercial Street, directly behind V-1. When the light turned green, he noticed P-2 (Miller) enter the crosswalk eastbound, to cross Main Street. He also noticed that eastbound West Commercial Street traffic remained stopped, presumably to allow P-2 (Miller) to cross. Witness Jameson opined P-1 (Bond) may have thought eastbound West Commercial Street traffic had stopped to allow P-1 (Bond) to negotiate a left turn onto Main Street (US 101), so P-1 (Bond) negotiated the turn, and collided with P-2 (Miller), who was still crossing, in the southern crosswalk.

Opinions and Conclusions:

Summary:

P-1 (Bond) was driving V-1 (GMC) westbound on East Commercial Street, at the Main Street (US 101) intersection. P-2 (Miller) was standing on the southwest corner of the Main Street (US 101)/Commercial Street intersection, waiting to cross Main Street (US 101). As the light controlling east/west vehicular traffic turned green, so did the pedestrian crossing signal for P-2 (Miller). P-2 (Miller) entered the crosswalk to begin crossing Main Street (US 101) and, at about the same time, P-1 (Bond) began to traverse the intersection to negotiate a left turn onto Main Street. Due to a visual impairment obstruction, P-1 (Bond) didn't see P-2 (Miller) and, at about 5 MPH entered the crosswalk, with P-2 (Miller) directly in his path. P-1 (Bond) suddenly noticed P-2 (Miller) directly in front of V-1 (GMC) and rapidly applied his brakes but was unable to stop V-1 (GMC) before impacting with P-2 (Miller), and knocking her to the ground.

Area of Impact:

The Area of Impact where the left front of V-1 (GMC) struck P-2 (Miller) was about 16 feet 10 inches east of the Main Street (US 101) west curb-line prolongation and about 12 feet 10 inches south of the Commercial Street

southern prolongation. The AOI was determined by the point of rest of V-1 (GMC), where P-2 (Miller) was located, and by statements of the involved parties and witness statements.

Conclusion:

P-1 (Bond) caused this collision by violating section 21950(a) of the California Vehicle Code which states, in part:

"The driver of a vehicle shall yield the right-of-way to a pedestrian crossing the roadway within any marked crosswalk or within any unmarked crosswalk at an intersection..."

This cause was determined by statements of the involved parties and witness statements, injuries to P-2 (Miller) and location of the AOI.

Recommendations:

None.

WILLITS POLICE DEPARTMENT
CONTROL LOSS DIVISION
CONFIDENTIAL
DO NOT DISSEMINATE

EXHIBIT “B”
TO
ATTACHMENT “1” TO CLAIM AGAINST THE CITY OF WILLITS
Bradford A. Miller v. City Of Willits, et al.

PARTIAL LIST OF HEALTHCARE PROVIDERS

EXHIBIT “B”
TO
ATTACHMENT “1” TO CLAIM AGAINST THE CITY OF WILLITS
Bradford A. Miller v. City of Willits, et al.

PARTIAL LIST OF HEALTHCARE PROVIDERS

EXHIBIT “B”
TO
ATTACHMENT “1” TO CLAIM AGAINST THE CITY OF WILLITS
Bradford A. Miller v. City of Willits, et al.

PARTIAL LIST OF HEALTHCARE PROVIDERS

1. Frank R. Howard Memorial Hospital
One Madrone Street
Willits, CA 95490
2. Ann F. Robinson, N.P.
One Madrone Street
Willits, CA 95490
3. Steven Gross, M.D.
27401 West Highway 22, Suite 125
Barrington IL 60010
4. Katherine Kamholtz, M.D.
509 West Old North West Highway, Suite 100
Barrington, IL 60010
5. Alden Estates of Barrington
Rehabilitation Facility
1420 South Barrington Road
Barrington, IL 60010
6. Tri-County Emergency Physicians LTD
P.O. Box 71709
Chicago, IL 60694-1709
7. Advocate Good Sheperd Hospital
450 West Highway 22
Barrington, IL 60010
8. Jeremiah Dawson, M.D.
One Madrone Street
Willits, CA 95490
9. Verihealth Ambulance
2190 South McDowell Blvd
Petaluma, CA. 94954



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Cathy Moorhead, City Clerk

Agenda Title: ADOPTION OF RESOLUTION AUTHORIZING WILLITS FRONTIER DAYS PARADE ROUTE FOR JULY 4, 2016 AND DECORATIONS ON PG&E POLES

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: N/A

Summary of Request: Frontier Days has requested that the City approve the parade route for their annual parade on July 4th. The parade route will start at East Commercial Street and Highway 101, proceed south on Highway 101 to East Valley, and disband at Madden Lane and East Valley Street. PG&E has been contacted regarding placing the July 4th decorations on their poles.

Recommended Action: Adopt resolution authorizing Willits Frontier Days parade route for July 4, 2016 and decorations on PG&E poles.

Alternative(s): None recommended.

Fiscal Impact: N/A

Personnel Impact: N/A

Reviewed by: City Manager City Attorney Finance Director Human Resources Risk

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

RESOLUTION NO. 2016-_____

RESOLUTION OF THE WILLITS CITY COUNCIL AUTHORIZING FRONTIER DAYS PARADE ROUTE – JULY 4, 2016, AND DECORATIONS ON PG&E POLES

WHEREAS, the Willits Frontier Days Association has applied to the State of California to conduct the annual Frontier Days Parade on State property; and

WHEREAS, said parade will begin at 11:00 a.m., on July 4, 2016, commencing at the City Park at East Commercial Street and Humboldt Street and proceed west on East Commercial Street, south on Highway 101 to East Valley Street, and disband at Madden Lane and East Valley Street; and

WHEREAS, the Frontier Days Parade will require the temporary closure of State Highway Route 101 on July 4, 2016, between Commercial Street and East Valley Street beginning at approximately 9:00 a.m. until approximately 1:00 p.m.; and

WHEREAS, said temporary closure will cause the re-routing of vehicular traffic on Main Street (Highway 101), as follows: Main Street west on Commercial Street to School Street; School Street south to Pine Street; Pine Street east to Coast Street; Coast Street south to West Valley Street; West Valley Street east to Highway 101; northbound traffic to follow same detour route in northerly direction; and

WHEREAS, in order for the parade to be held, Willits Frontier Days Association needs to seek permission from the Willits City Council, pursuant to the Caltrans and California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highway Rights-of-Ways to conduct a parade; and

WHEREAS, Willits Frontier Days Association also requests approval to install Frontier Days decorations on PG&E light poles on Highway 101 from Commercial Street south to the intersection of Highway 20, provided authorization is received from the PG&E Company.

NOW, THEREFORE, BE IT RESOLVED that the Willits City Council approves and consents to the proposed Frontier Days Parade and recommends approval of and consents to the proposed re-routing of traffic onto and over the described city streets upon terms and conditions deemed appropriate and necessary by the State of California, Department of Transportation.

BE IT FURTHER RESOLVED that the Willits City Council does hereby approve the installation of Frontier Days decorations on PG&E Company light poles on Highway 101 from Commercial Street south to the intersection of Highway 20, provided authorization is received from the PG&E Company.

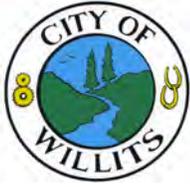
The above and foregoing Resolution was introduced by Councilmember Madrigal seconded by Councilmember Orenstein, and passed and adopted at a regular meeting of the Willits City Council, held on the 13th day of April, 2016, by the following vote:

AYES:
NOES:
ABSENT:

Bruce Burton, Mayor
City of Willits

ATTEST:

CATHY MOORHEAD, City Clerk



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Jim Lance, City Attorney

Agenda Title: APPROVE LEASE AGREEMENT WITH WILLITS LIONS CLUB FOR THE USE OF SCOUT HUT AND THE SURROUNDING EXTERIOR PREMISES LOCATED AT 405 EAST COMMERCIAL STREET

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: N/A

Summary of Request: As directed by the City Council at its regular meeting held on March 9, 2016, the City Attorney has drafted the attached proposed lease agreement to provide for the Willits Lions Club's use of the Scout Hut building and the surrounding exterior premises within Recreation Grove Park, as depicted in Exhibit A to the lease agreement. The Willits Lions Club, as the named lessee, will be responsible for providing the required insurance and complying with other lease terms. It is anticipated, however, that other groups including Scout Troop 42, may make arrangements with that Lions for use of the premises on terms agreed to with the Willits Lions Club.

Recommended Action: Approve lease agreement with the Willits Lions Club for use of the Scout Hut and the surrounding exterior premises, located at 405 East Commercial Street.

Alternative(s): None recommended.

Fiscal Impact: N/A

Personnel Impact: N/A

Reviewed by: City Manager City Attorney Finance Director Human Resources Risk

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

CITY OF WILLITS SCOUT HUT LEASE

THIS LEASE AGREEMENT is made and entered into the 15th of April, 2016, by and between the City of Willits, a Municipal Corporation of the State of California, ("Landlord"), and the Willits Lions Club, a California non-profit charitable corporation ("Tenant").

RECITALS:

WHEREAS, Landlord is the owner of certain real property, facilities and improvements located within the City of Willits described generally as the Scout Hut Building together with the surrounding exterior grounds hereinafter described and located within the City of Willits Recreation Grove Park, (the "Premises"), at E. Commercial Street, Willits, CA; and

WHEREAS, the Scout Hut Building has historically been operated and managed by Tenant, as a meeting place for members of both the Willits Lions Club and Boy Scout Troop 42, and as a site for holding community programs, events and other invaluable services that have benefited the City of Willits, its residents, youth and visitors for many years; and

WHEREAS, the parties hereto desire to enter into this written lease agreement providing the terms, covenants and conditions for the use and occupancy of the Premises by Tenant, by Boy Scout Troop 42, and by other similar services clubs and charitable organizations as may be approved by Tenant;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits, the parties agree as follows:

1.

Term of Lease.

The term of the Lease shall be for a period of ten (10) years, commencing April 15, 2016 and ending April 14, 2026 unless terminated earlier pursuant to the terms of this lease. During the final year of the term of this lease, or sooner, the parties shall meet and negotiate in good faith for the possible extension of this lease.

2.

Continued Operation of Premises for Community Youth and Charitable Purposes.

Tenant covenants and agrees to continue the management and operation of the Premises to provide community youth and charitable programs, events and services in a manner that, at a minimum, is similar in scope and description of the programs, events and services that have historically been provided at the Premises by the Willits Lions Club

and by Boy Scout Troop 42. Landlord and the residents of the City of Willits enjoy a substantial benefit from the programs, events and service provided at the Premises, and Tenant's continued operation and management of the Premises to provide such services to the public is a material term and condition of this lease.

3.

Sales of Alcohol.

Tenant shall have the right, so long as Tenant has a valid license from the City of Willits, and State of California to sell alcoholic beverages at the Center in accordance with all conditions which apply to any license, and Tenant adheres with all applicable laws of the State of California and ordinances of the City of Willits as they may exist from time to time.

4.

Description of the Premises.

The premises consist of the existing Scout Hut building within the City of Willits Recreation Grove Park together with the surrounding grounds area as depicted on Exhibit A attached hereto.

5.

Acceptance of Leased Premises.

Tenant has inspected the Leased Premises and accepts the same in "as is" condition.

6.

Utilities.

With the exception of water and sewer service that shall be provided at Landlord's expense, Tenant shall pay for the use of all electrical, gas, telephone, internet, cable television, garbage and other utility services to or used by and in connection with the Leased Premises. Tenant shall establish and maintain all utilities accounts in its name.

7.

Repair and Maintenance.

Tenant shall maintain the Premises in good order and repair and in a safe condition and appropriate for use as a public event facility.

8.

Alterations.

Tenant shall make no alterations in or additions to the Leased Premises, which require the prior issuance of a permit from the City of Willits, without first obtaining such permit and the written consent of the Landlord. All additions or improvements made by Tenant shall be deemed a part of the Leased Premises and permanent structures thereon and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease by lapse of time or otherwise.

9.

Insurance.

Landlord shall maintain fire and extended "all-risk" coverage insurance upon the Leased Premises through its self-insurance program with the Redwood Empire Municipal Insurance Fund. Tenant shall maintain at its expense fire and extended coverage insurance on all of its personal property, including trade fixtures and on all additions and improvements made by Tenant.

Tenant shall, at Tenant's expense, maintain a policy or policies of comprehensive general liability insurance with the premiums thereon fully paid on or before due date, issued by and binding upon an insurance company with a Best Rating Guide A plus Class 15 Rating, such insurance to afford minimum protection of not less than a single limit of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) per aggregates in respect to personal injury and/or death to one or more persons and for property damage. The insurance policy shall name Landlord as an additional insured and shall cover all risks incident to Tenant's use of the Leased Premises and business in connection therewith.

Tenant shall furnish Landlord with certificates and copies of all insurance policies to be maintained by Tenant with evidence of payment of the premiums thereon. All such insurance policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the term of this Lease except after fifteen (15) days written notice thereof to Landlord.

In the event that Tenant, or any contractor engaged by tenant, employs any person during the course of this lease to perform work or services upon the leased premises, in any manner so as to subject Tenant or its contractor to the requirements of the workers' compensation laws of California, then Tenant shall ensure that Tenant and/or its contractor are in full compliance with all such requirements including the provisions of Labor Code Section 3700.

Landlord and Tenant release each other from any claims and demands of whatever nature for damage, loss or injury to the Leased Premises that are caused by or result from risks or perils insured against under any property insurance policies required by this lease and in force at the time of any such damage, loss or injury. Tenant shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Landlord in connection with any damage covered by any such policy or policies. If an insurance policy cannot be obtained with a waiver of subrogation, or is obtainable only with the payment of an additional premium charge, the Tenant shall notify Landlord of this fact. The Landlord shall have a period of ten (10) days after receiving such notice to either pay such additional premium charge or to relieve the tenant of the requirement of providing the policy with such waiver of subrogation.

10.

Assignment, Sublease and Mortgage by Tenant, and Use of the Premises by others. Tenant shall not assign or create a security interest in, pledge or encumber this Lease or the Leased Premises, in whole or in part, or sublet the whole or permit the use of the

whole or any part thereof by any sub-tenant, licensee or concessionaire, unless Tenant first obtains Landlord's written consent, which consent will not be unreasonably withheld. The parties agree that Landlord may reasonably withhold consent for any proposed sublet or assignment or use of the premises that in Landlord's determination is not in furtherance of the stated purposes of this lease to promote community youth and charitable programs, events and services to the public.

In the event of any such assignment, subletting, licensing, rental or use of the premises by others, including Boy Scout Troop 42, Tenant shall remain liable for the performance of all the terms, conditions and covenants of this Lease (including, without limitation, the covenant to insure and maintain the Lease Premises).

11.

Rent.

In consideration of Tenant's covenants and agreements set forth herein, including its commitment use the Premise to promote community youth and charitable programs, events and services, its management, maintenance, and operation of the Premises, and its obligation to secure and maintain policies of liability insurance as provided herein, Tenant shall pay Landlord during the term of this lease nominal rent in the annual sum of one dollar (\$1.00) payable on the commencement of each year of the term of this lease.

12.

Prohibition against discrimination. Tenant, its subtenants and assigns, shall not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, or handicap or any other unlawful basis in connection with its rental or authorization for use of the Premises.

13.

Miscellaneous Provisions regarding use of the Leased Premises.

Tenant Shall:

(a) Comply with all laws, orders, regulations, rules ordinances and covenants of any state or federal statute or local ordinance or regulation applicable to Tenant and/or its use of the Premises;

(b) Give Landlord prompt written notice of any accident, fire or damage occurring on or to the Leased Premises;

(c) Keep the Leased Premises orderly, clean and sanitary;

(d) Do all things reasonably possible to prevent filing of any mechanics' or other liens against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or claimed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant.

(e) Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord.

14.

Damage or Destruction to Leased Premises.

If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, Tenant shall, at its expense, cause such damage to be repaired.

Notwithstanding the foregoing provisions, if the Leased Premises shall be rendered wholly untenable by reason of such occurrence and the Leased Premises cannot be repaired within six (6) months from the date such damage occurs, Landlord and Tenant shall, at their option, have the right to declare the balance of the term of this Lease to be null and void.

15.

Default by Tenant.

Tenant agrees to observe and perform the conditions and covenants set forth in this Lease. If Tenant shall fail to observe or perform any of the conditions or covenants and such default shall continue for more than thirty (30) days after written notice of such default, then and in that event it shall be lawful for Landlord to terminate this Lease.

16.

Indemnification.

Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises by Tenant or its sub-tenants, or, its agents, licensees, business invitees, concessionaires, contractors, customers, employees or sub-tenants.

In case Landlord shall be made a party to any litigation commenced by or against Tenant, its agents, licensees, business invitees, concessionaires, contractors, customers, employees or sub-tenants, Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

17.

Attorney's Fees.

In the event either party shall find it necessary to obtain the services of any attorney to enforce any of the covenants or conditions of this Lease, the prevailing party shall be entitled to reimbursement for all costs and expenses, including reasonable attorney's fees, whether or not litigation is commenced.

18.

Fixtures.

Permanent fixtures installed by Tenant in the Leased Premises shall remain the property of the Landlord and shall not be removed at any time without written approval of Landlord. Any damage caused to the Leased Premises that is the result of such removal shall be repaired by Tenant at its expense.

19.

Notices.

Any notices required or permitted to be given or served by either party to the other shall be deemed to have been duly given or served there if in writing and forwarded by certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below. Such notices shall be deemed given upon mailing of same.

Tenant:
Willits Lions Club
Attn: President
PO Box 1353
Willits, CA 95490

Landlord:
City Manager
City of Willits
111 E. Commercial Street
Willits, CA 95490

20.

No Partnership.

No partnership or joint venture is created by this Lease. The Landlord and Tenant shall be construed to be that relationship of landlord and tenant only.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the day and year first above written.

LANDLORD

City of Willits, a Municipal Corporation

By: Bruce Burton, Mayor

ATTEST:

By: Cathy Moorhead, City Clerk

TENANT:

Willits Lions Club, Inc, a California Non-profit charitable Corporation

By: Verd VanBezooyen, President

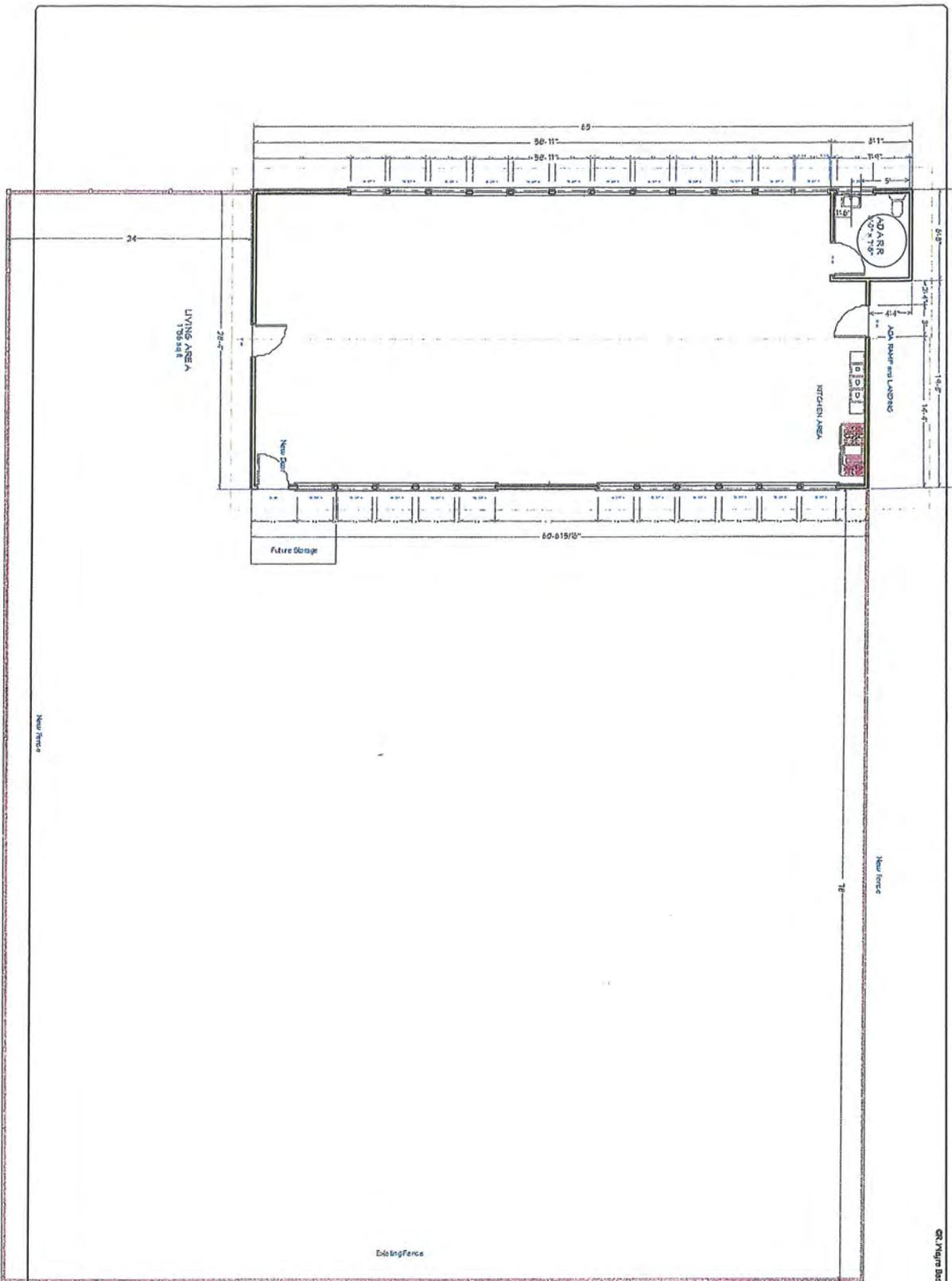
ATTEST:

By: Glen Helton, Vice President

APPROVED AS TO FORM:

H. James Lance
Willits City Attorney

Dated: _____



Sh.	NO.	DATE	BY
2	00-00-00	02/20/15	RWB
#	OF	DATE	BY
2	00-00-00	02/20/15	RWB

FLOOR PLAN AND FENCING PLAN SCALE: 1/4" = 1'-0"

Project Description
Scout Hut Improvements

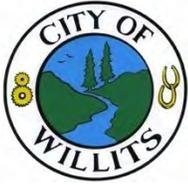
For:
City of Willits
45 West Commercial St
Willits, Ca. 95490
Phone: (707) 494-0000

Jobsite:
Recreation Grove
Willits, Ca. 95490

R. Wayne Bashore
Consulting and Design Services
2223 Davis Street
Willits, Ca. 95490
Office: 707-494-2223 Cell: 707-494-0546
Fax: 707-494-0398

REVISIONS	NO.	DATE	BY

CR: Wayne Bashore 2/15/15



Item No. **4h**

Meeting Date: **April 13, 2016**

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Councilmember Holly Madrigal

Agenda Title: APPROVE LETTER TO ASSEMBLYMAN MIKE GATTO OPPOSING AB 2395 "THE TELECOM CARBON REDUCTION AND MODERNIZATION ACT", ALLOWING AT&T TO END LANDLINE SERVICES IN CALIFORNIA

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: N/A

Summary of Request: Mendocino County Broadband Alliance requests input from the City of Willits opposing Assembly Bill 2395 (Low).

AB 2395 is a new, industry-sponsored bill that will allow AT&T and other incumbents to end landline services in 2020, ostensibly because the population is now served by the new technologies. Cities need to oppose this bill, because in our rural areas many residents are still waiting for these new technologies to be available, and in the meantime their landline is an important communications link. Infrastructure for new technology must be in place before legacy services are ended, otherwise public safety is eroded.

Landline services are especially critical for rural communities, such as Willits, which can be cut off in emergencies due to our geographical remoteness. As experienced with the recent line cut near Hopland, communication infrastructure is critical to the safety of Mendocino County residents.

Recommended Action: Approve attached letter of opposition.

Alternative(s): Do not approve the letter of opposition.

Fiscal Impact: N/A

Personnel Impact: N/A

Reviewed by: City Manager City Attorney Finance Director Human Resources Risk

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____



AB2395 is a Wolf in Sheep's Clothing It is Bad for California Consumers, Rural Communities, and Jobs

We are in the midst of a major transition in communications technology, moving from legacy circuit-switched to Internet Protocol (IP) networks. This transition promises many benefits, but only if we continue to protect the core values of our communications policy – universal service, consumer protection, public safety, and competition. AB 2395 abandons those values.

AB2395 would allow telecommunications giants to stop serving rural areas of our state, avoid essential consumer protections, and put public safety at risk. The proponents of AB2395 don't want you to know that. Instead, they call their bill "The Telecom Carbon Reduction and Modernization Act." Let's be clear: this bill is *not* about climate change.

Here's What AB 2395 Would Do and What the Proponents Don't Want You to Know

AB 2395 Could Leave Rural Communities with No Telecommunications Service

- The bill would allow a telephone corporation, such as AT&T, to withdraw voice telephone service to a community after January 1, 2020.
- The telephone corporation would simply need to certify to the California Public Utilities Commission (CPUC) that there was one "alternative voice service available." If there is no "alternative" available, the telephone corporation would be allowed to abandon the area after one year, with only 90 days advance notice to consumers.
- The bill puts off for nine years a requirement that the CPUC design a universal connectivity program.
- The bill does not provide for public participation in withdrawal requests.

AB2395 Could Leave Many California Consumers with Higher Rates, Inferior Service, and Little, if Any, Competitive Choice

- The bill has only three requirements for an "alternative provider:" voice service, 911 access, and back-up power information. The "alternative provider" would not have to provide Internet access, services for people with disabilities, lifeline subsidies for low-income households, or meet minimum standards for reliability and quality.
- **The bill could leave many consumers and communities with no Internet access**, which is the essential communications service today. Alternatively, the bill could leave many consumers and communities with only wireless Internet access, which is expensive and often unreliable.
- The bill could leave many consumers and communities with only one choice for communications. **Without competitive choice, consumers could see rates go up, service and innovation go down.**

AB2395 Would Leave California Consumers without Essential Public Safety Protections

- Voice-over-Internet-Protocol (VoIP) services do not provide line power during an electrical outage. AB2395 simply requires the “alternative service” provider to follow Federal Communications Commission (FCC) back-up battery requirements. The FCC’s rules have serious gaps: batteries must only provide a minimum of eight hours (24 hours after 2019); it is up to customers, not the provider, to purchase the battery at their own expense; and notification need only be at the point of sale.
- To protect consumers, particularly low-income consumers, in the IP Transition, California should adopt strong back-up battery rules to require all VoIP providers, upon consumers’ consent, to install a back-up battery at the provider’s expense, with strong advance notice provisions.

AB2395 Consumer Education Provisions Are Vague and Insufficient

- On the positive side, the bill requires telephone corporations to complete a customer education and outreach program explaining the IP transition prior to a request to withdraw service.
- But the consumer education provisions of the bill should be strengthened and must include public safety, back-up power, and other requirements, subject to certification by the CPUC.

AB2395 Would Lead to Job Loss, Economic Stagnation in Rural California

- AB2395 allows telephone companies to drop landline service. Businesses will not locate in communities without high-speed wired broadband.
- Workers who build, maintain, and service discontinued networks will lose family-supporting jobs.

AB2395 Abandons California Leadership in Telecommunications Policy

- California has a proud history of leadership in protecting consumers and promoting equitable access to telecommunications service. AB2395 would abandon that legacy.
- Any IP-transition legislation must establish clear criteria to use in evaluating whether to permit a telephone corporation to withdraw legacy services. The FCC has proposed a set of criteria to determine whether an adequate substitute service is available to legacy telephone service. These criteria could form the basis for the evaluation of “alternative service provider” in California legislation. The FCC proposed criteria, in addition to affordability, include 1) network capacity and reliability; 2) service quality; 3) device and service interoperability; 4) service for individuals with disabilities; 5) PSAP and 911 service; 6) cybersecurity; 7) service functionality; and 8) coverage.

In Its Current Form, AB2396 is Bad for California Consumers, Rural Communities, and Jobs

March 23, 2016

Willits City Council

April 5, 2016

Assemblymember Mike Gatto
Chair of the Utilities and Commerce Committee
State Capitol • Sacramento, CA 95814

Dear Assemblymember Gatto,

The Willits City Council has taken a position to **oppose AB 2395 (Low)**. We urge AT&T not to take away from our communities the right to choose traditional home phone service. “Landline” service is critical infrastructure to the residents of rural Northern California whom which we serve.

Many Willits residents choose to keep copper-based home phones even if they own mobile phones. There are multiple reasons to maintain this service:

- **Emergency Preparedness**
 - Landlines are the most reliable way to reach 911 in an emergency.
 - 911 dispatch centers automatically know our location when we call from home.
 - Non-cordless landlines will keep working for weeks if there is a power outage.
 - Wireless signals can be unreliable when we need our phones the most.

- **Vulnerable Populations**
 - A third of low-income LifeLine households choose copper-based home phones.
 - Many seniors without broadband depend on old-fashioned home phones.
 - People who are disabled or medically fragile often need landlines for med-alerts.

- **Limitation of Consumer Choice**
 - AT&T should not force residents to use more expensive mobile and digital services.
 - Many people choose landlines because the bills are more affordable.
 - Others choose landlines because of reliability, especially in rural communities.
 - It can make it harder to reach small businesses that have no landlines.

Residents of the Willits community care about reaching 911 in an emergency, the right to choose their own phone service that is reliable and affordable, and to have consumer protections enforced by the California Public Utilities Commission. AB 2395 would take away these basic rights.

The Willits City Council asks you to Vote No on AB 2395.

Sincerely,

Title

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
28242	03/25/16	MENDO-LAKE CREDIT UN	104 DIRECT DEPOSIT	350.00	526022	160325		P N H 690.237
28243	03/25/16	AFLAC	4036 125 PLAN POLICY PRE	1,131.48	526023	520213		P N H 690.246
28244	03/25/16	MASSMUTUAL RETIREMEN	4870 DEFERRED COMPENSATI	1,455.09	526024	160325		P N H 690.236
28245	03/25/16	FRANCHISE TAX BOARD	695 PAYROLL DEDUCTION	28.55	526025	160325		P N H 690.233
28246	03/25/16	PERS	256 EMPLOYER CONTRIBUT	10,381.77	526026	160325		P N H 690.229
28246	03/25/16	PERS	256 EMPLOYEE CONTRIBUTI	7,478.62	526026	160325		P N H 690.230
				17,860.39	*CHECK TOTAL			
28247	03/24/16	WARNOCK/SCOTT	4498 TDAP & HEP A&B	210.00	526019	160324		P M H 100.1002.2055.000
28247	03/24/16	WARNOCK/SCOTT	4498 TDAP & HEP A&B	210.00CR	526020	160324		P M H 100.1002.2055.000
				0.00	*CHECK TOTAL			
28248	03/24/16	COUNTY OF MENDOCINO	4440 TDAP HART & MACKENZIE	100.00	526021	160324		P N H 100.1005.2061.013
28248	03/24/16	COUNTY OF MENDOCINO	4440 HEP A MACKENZIE	50.00	526021	160324		P N H 100.1005.2061.013
28248	03/24/16	COUNTY OF MENDOCINO	4440 HEP A&B HART & MACKENZ	60.00	526021	160324		P N H 100.1005.2061.013
				210.00	*CHECK TOTAL			
GENERAL CHECK FORM			TOTAL	21,035.51				

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
		GENERAL CHECK FORM						
28249	03/30/16	WESTAMERICA BANK	4161 PRINCIPAL	4,211.56	526027	160225		P N H 501.5011.3001.000
28249	03/30/16	WESTAMERICA BANK	4161 INTEREST	99.23	526027	160225		P N H 501.5011.3002.000
				4,310.79	*CHECK TOTAL			
		GENERAL CHECK FORM						
			TOTAL	4,310.79				

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT
GENERAL CHECK FORM									
28250	03/31/16	ACME RIGGING INC	3 ASPHALT	26.47	525928	276550		P N W	100.1041.2041.000
28250	03/31/16	ACME RIGGING INC	3 ASPHALT	25.68	525928	276550		P N W	501.5011.2041.000
28250	03/31/16	ACME RIGGING INC	3 ASPHALT	25.68	525928	276550		P N W	503.5031.2041.000
				77.83	*CHECK TOTAL				
28251	03/31/16	ARAMARK	4443 WORK SHIRTS	75.61	525925	16745324		P N W	501.5013.2010.000
28251	03/31/16	ARAMARK	4443 WORK HATS	199.63	525926	16730745		P N W	100.1002.2055.000
				275.24	*CHECK TOTAL				
28252	03/31/16	ARAMARK UNIFORM SERV	4065 MATS/RAG/MOPS	577.86	525927	160229		P N W	100.1016.2199.000
28252	03/31/16	ARAMARK UNIFORM SERV	4065 MATS/RAGS	410.49	525927	160229		P N W	501.5013.2199.000
28252	03/31/16	ARAMARK UNIFORM SERV	4065 MATS	18.26	525927	160229		P N W	100.1040.2081.030
28252	03/31/16	ARAMARK UNIFORM SERV	4065 MATS	18.26	525927	160229		P N W	100.1042.2081.030
28252	03/31/16	ARAMARK UNIFORM SERV	4065 JAIL BLANKETS	19.85	525927	160229		P N W	100.1020.2199.000
				1,044.72	*CHECK TOTAL				
28253	03/31/16	AT&T	4123 POLICE	592.56	525924	160328		P N W	100.1020.2015.000
28253	03/31/16	AT&T	4123 PUBLIC WORKS	97.04	525924	160328		P N W	100.1040.2015.000
28253	03/31/16	AT&T	4123 ENGINEERING	97.04	525924	160328		P N W	100.1042.2015.000
28253	03/31/16	AT&T	4123 POOL	16.28	525924	160328		P N W	100.1030.2015.000
28253	03/31/16	AT&T	4123 SEWER PLANT	108.70	525924	160328		P N W	501.5013.2015.000
28253	03/31/16	AT&T	4123 WATER PLANT	70.05	525924	160328		P N W	503.5030.2015.000
28253	03/31/16	AT&T	4123 AIRPORT	36.32	525924	160328		P N W	500.5001.2110.000
28253	03/31/16	AT&T	4123 WCAC	34.68	525924	160328		P N W	600.601
28253	03/31/16	AT&T	4123 4601-2-3 40%	410.52	525924	160328		P N W	100.1002.2015.000
28253	03/31/16	AT&T	4123 24%	246.30	525924	160328		P N W	265.2650.2015.000
28253	03/31/16	AT&T	4123 12%	123.16	525924	160328		P N W	265.2650.2015.000
28253	03/31/16	AT&T	4123 12%	123.16	525924	160328		P N W	100.1015.2015.000
28253	03/31/16	AT&T	4123 12%	123.16	525924	160328		P N W	100.1010.2015.000
28253	03/31/16	AT&T	4123 PLANNING 9341 2/3	24.24	525924	160328		P N W	265.2650.2015.000
28253	03/31/16	AT&T	4123 1/3	12.12	525924	160328		P N W	100.1010.2015.000
				2,115.33	*CHECK TOTAL				
28254	03/31/16	AT&T	4615 WATER	176.59	525929	160319		P N W	503.5030.2015.000
28255	03/31/16	BANK OF AMERICA	10 KEYBOARD	84.99	525930	160318		P N W	100.1003.2055.000
28255	03/31/16	BANK OF AMERICA	10 KEYBOARD/PLANNER	111.12	525930	160318		P N W	100.1002.2055.000
28255	03/31/16	BANK OF AMERICA	10 CONF/TRAVEL/MBRSHP	722.20	525930	160318		P N W	100.1001.2105.000
28255	03/31/16	BANK OF AMERICA	10 USB ADAPTER	5.16	525930	160318		P N W	100.1010.2055.000
28255	03/31/16	BANK OF AMERICA	10 TRAVEL/LODGING/PARM	1,725.64	525930	160318		P N W	100.1003.2105.000
28255	03/31/16	BANK OF AMERICA	10 PUB WORKS OFFICE SU	1,109.91	525930	160318		P N W	100.1042.2055.000
28255	03/31/16	BANK OF AMERICA	10 DATA RECOVERY	396.11	525930	160318		P N W	503.5033.2055.000
28255	03/31/16	BANK OF AMERICA	10 AIR DRYERS	1,000.00	525930	160318		P N W	100.1050.2045.000
28255	03/31/16	BANK OF AMERICA	10 AIR DRYERS	760.00	525930	160318		P N W	100.1050.2101.045
28255	03/31/16	BANK OF AMERICA	10 WTR RIGHTS MTG REFRESH	51.00	525930	160318		P N W	503.5030.2199.000
28255	03/31/16	BANK OF AMERICA	10 WTR PLANT INTERNET	49.99	525930	160318		P N W	503.5030.2015.000
28255	03/31/16	BANK OF AMERICA	10 LCC SEMINAR THANK YOUS	70.22	525930	160318		P N W	100.1002.2105.000
28255	03/31/16	BANK OF AMERICA	10 EMPLOYEE APPRECIATION	214.82	525930	160318		P N W	100.1005.2199.000
28255	03/31/16	BANK OF AMERICA	10 CALTRANS MTG REFRESHME	47.44	525930	160318		P N W	100.1040.2055.000
28255	03/31/16	BANK OF AMERICA	10 ADOBE ACROBAT	14.99	525930	160318		P N W	100.1003.2041.000

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
		GENERAL CHECK FORM		6,363.59	*CHECK TOTAL			
28256	03/31/16	CALIFORNIA RURAL WAT	4877 WTR TRMT CERT REVW GR	250.00	525931	160331		P N W 503.5031.2105.000
28257	03/31/16	CEB	4280 LEGAL UPDATES	245.71	525945	10492885		P N W 100.1004.2050.000
28258	03/31/16	CHEVRON USA, INC.	27 FUEL	349.81	525935	46972717		P N W 100.1022.2044.000
28259	03/31/16	CLEARLAKE LAVA INC	4151 BALLFIELD MIX	784.75	525943	86123		P N W 100.1050.2045.000
28260	03/31/16	COAST RANGE DIGITAL	4048 VIDEO COUNCIL MEETING	350.00	525942	16 11		P M W 100.1001.2081.030
28261	03/31/16	COLLEGE OF THE REDWO	5007 TUITION	75.00	525937	16-1068		P N W 100.1020.2106.000
28262	03/31/16	COMPUTER WORKS OF UK	4230 IT SERVICE	201.45	525946	3765		P M W 100.1003.2081.030
28262	03/31/16	COMPUTER WORKS OF UK	4230 IT SERVICE	101.25	525946	3765		P M W 100.1010.2055.000
28262	03/31/16	COMPUTER WORKS OF UK	4230 IT SERVICE	170.04	525946	3765		P M W 503.5030.2055.000
				472.74	*CHECK TOTAL			
28263	03/31/16	CONTROL SYSTEMS WEST	5016 SCADA SYSTEM SUPPORT	896.50	525944	4243-8176		P N W 501.5013.4003.001
28264	03/31/16	COUNTY OF MENDOCINO	197 JUSTICE CENTER SUB	15,000.00	525932	160311		P N W 100.1020.2096.000
28264	03/31/16	COUNTY OF MENDOCINO	197 JUSTICE CENTER SUB	15,000.00	525933	160311		P N W 100.1020.2096.000
				30,000.00	*CHECK TOTAL			
28265	03/31/16	COUNTY OF MENDOCINO	4133 MO SVC AGREE FEB 2016	660.00	525936	20162-2		P N W 100.1020.2081.030
28266	03/31/16	COUNTY OF MENDOCINO	4961 GPA 16-01 MAPS	32.00	525934	160309		P N W 100.1010.2105.000
28267	03/31/16	COUNTY OF MENDOCINO	5004 IT SERVICE	1,072.88	525938	20158-6		P N W 100.1003.2081.030
28267	03/31/16	COUNTY OF MENDOCINO	5004 IT SERVICE	1,401.29	525939	20159-6		P N W 100.1003.2081.030
28267	03/31/16	COUNTY OF MENDOCINO	5004 IT SERVICE	1,072.88	525940	201512-6		P N W 100.1003.2081.030
28267	03/31/16	COUNTY OF MENDOCINO	5004 IT SERVICE	1,072.88	525941	20162-6		P N W 100.1003.2081.030
				4,619.93	*CHECK TOTAL			
28268	03/31/16	DEFATTE EQUIPMENT IN	5034 TELESCOPIC BOOM REN	1,278.45	525947	11467		P N W 503.5031.4003.002
28269	03/31/16	E & M ELECTRIC & MAC	5027 VOICE MODEM	3,386.14	525954	283871		P N W 503.5033.2110.000
28270	03/31/16	EEL RIVER FUELS	28 FUEL	897.82	525949	480778		P N W 100.125
28270	03/31/16	EEL RIVER FUELS	28 FUEL	1,031.39	525950	481147		P N W 100.125
28270	03/31/16	EEL RIVER FUELS	28 DIESEL FUEL	308.64	525951	481143		P N W 100.126
28270	03/31/16	EEL RIVER FUELS	28 FUEL	741.32	525952	477916		P N W 100.125
28270	03/31/16	EEL RIVER FUELS	28 DIESEL FUEL	256.73	525953	477992		P N W 100.126
				3,235.90	*CHECK TOTAL			
28271	03/31/16	ELENNISS/JERRY T	4200 FABRICATE PIPE BLIN	1,694.86	525948	9145		P M W 503.5031.4003.002

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
28272	03/31/16	GCS ENVIRONMENTAL	4370 SWITCH	147.48	525958	13132		P N W 201.2011.2044.000
28273	03/31/16	GOLDEN STATE OVERNIG	4728 EVIDENCE SHIPPING	16.06	525956	3034203		P N W 100.1022.2101.031
28274	03/31/16	GOVERNMENT FINANCE O	4910 MEMBERSHIP RENEWAL	170.00	525955	122001		P N W 100.1003.2050.000
28275	03/31/16	GRAINGER	173 BREAKER/HAMMER/AIR	2,056.49	525959	9051601681		P M W 100.1041.2101.045
28275	03/31/16	GRAINGER	173 FULL BODY HARNESS	562.46	525960	9054781035		P M W 100.1041.2101.033
28275	03/31/16	GRAINGER	173 LEG & RESTRAINT LANYA	553.80	525961	9057045487		P M W 100.1041.2101.033
				3,172.75	*CHECK TOTAL			
28276	03/31/16	HACH COMPANY	70 DPD COMPOUND	81.66	525963	9843019		P N W 503.5033.2101.034
28277	03/31/16	HAMNER/JOHN	4986 TRAINING N CALDWELL	75.00	525964	160330		P N W 501.5013.2101.032
28277	03/31/16	HAMNER/JOHN	4986 TRAINING P PETERSEN	75.00	525965	160330		P N W 501.5013.2101.032
				150.00	*CHECK TOTAL			
28278	03/31/16	HARRIS/KAREN	4674 EMPLOYEE CONTRIBUTION	49.40	525962	160325		P N W 690.230
28279	03/31/16	I B E W	255 EMPLOYEE CONTRIBUTION	476.45	525966	160325		P N W 690.235
28280	03/31/16	KILLION/FRED	4607 CITY HALL JANITORIAL	800.00	525968	160328		P M W 100.1016.2061.020
28280	03/31/16	KILLION/FRED	4607 PW JANITORIAL	130.00	525969	PW&ENG15/16-09		P M W 100.1040.2081.030
28280	03/31/16	KILLION/FRED	4607 ENG JANITORIAL	130.00	525969	PW&ENG15/16-09		P M W 100.1042.2081.030
				1,060.00	*CHECK TOTAL			
28281	03/31/16	MARIN CONSULTING ASS	.09561 TUITION	300.00	525970	160324		P N W 100.1020.2106.000
28282	03/31/16	MASIELLO/CATHRINE	4593 MILEAGE	172.80	525973	160315		P N W 100.1003.2105.000
28282	03/31/16	MASIELLO/CATHRINE	4593 PER DIEM 3/15-17/2016	50.00	525973	160315		P N W 100.1003.2105.000
28282	03/31/16	MASIELLO/CATHRINE	4593 PARKING	5.00	525973	160315		P N W 100.1003.2105.000
				227.80	*CHECK TOTAL			
28283	03/31/16	MENDOCINO JANITORIAL	4255 PD JANITORIAL SERVI	1,100.00	525974	706176		P M W 100.1016.2061.020
28284	03/31/16	MUNISERVICES, LLC	1441 SUTA SERVICES	108.50	525971	40694		P N W 100.1003.2081.030
28284	03/31/16	MUNISERVICES, LLC	1441 SUTA SERVICES	4.63	525972	40695		P N W 100.1003.2081.030
				113.13	*CHECK TOTAL			
28285	03/31/16	NATIONAL METER & AUT	4196 BATTER PACK	403.88	525975	S1070034.001		P N W 503.5030.2199.000
28286	03/31/16	NOR-CAL RECYCLED ROC	4067 BLOCK	621.72	525976	11258		P N W 503.5031.2101.035
28286	03/31/16	NOR-CAL RECYCLED ROC	4067 BLOCK	621.72	525976	11258		P N W 201.2011.2041.000
				1,243.44	*CHECK TOTAL			
28287	03/31/16	OCT WATER QUALTIY AC	5035 WTR TRMT EXAM S PAYNE	150.00	525977	160330		P M W 503.5031.2105.000
28287	03/31/16	OCT WATER QUALTIY AC	5035 WTR TRMT EXAM S MELLU	150.00	525978	160330		P M W 503.5031.2105.000
28287	03/31/16	OCT WATER QUALTIY AC	5035 WTR TRMT EXAM R MCKEN	150.00	525979	160330		P M W 503.5031.2105.000
				450.00	*CHECK TOTAL			

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
28288	03/31/16	P G & E COMPANY	114 EMERG WTR LINE	1.14	525986	160314		P N W 503.5031.4003.038
28288	03/31/16	P G & E COMPANY	114 ENGINEERING	72.62	525986	160314		P N W 100.1042.2110.000
28288	03/31/16	P G & E COMPANY	114 PARKS	110.09	525986	160314		P N W 100.1050.2110.000
28288	03/31/16	P G & E COMPANY	114 SEWER	7.85	525986	160314		P N W 501.5013.2110.000
28288	03/31/16	P G & E COMPANY	114 WATER	20.14	525986	160314		P N W 503.5033.2110.000
28288	03/31/16	P G & E COMPANY	114 PUBLIC WORKS	72.61	525986	160314		P N W 100.1040.2110.000
				284.45	*CHECK TOTAL			
28289	03/31/16	PACE SUPPLY CORP	12 CHECK VALVE	472.81	525987	023187962		P N W 503.5031.2041.000
28289	03/31/16	PACE SUPPLY CORP	12 GATE VALVE/SWING CHEC	159.79	525988	023187962-1		P N W 503.5031.2041.000
28289	03/31/16	PACE SUPPLY CORP	12 CPLG	42.49	525989	023172787-2		P N W 503.5031.2041.000
28289	03/31/16	PACE SUPPLY CORP	12 GATE VALVE/SWING CHEC	258.70	525990	023187962-2		P N W 503.5031.2041.000
28289	03/31/16	PACE SUPPLY CORP	12 CPLG	20.81	525991	023152177-2		P N W 503.5031.2041.000
				954.60	*CHECK TOTAL			
28290	03/31/16	PACIFIC INTERNET INC	1442 EMAIL SERVICE	112.50	525982	160309		P N W 100.1003.2041.000
28291	03/31/16	PITNEY BOWES	125 POSTAGE MTR LEASE	474.52	525983	7227994-MR16		P N W 100.1002.2095.000
28292	03/31/16	PITNEY BOWES	4494 POSTAGE METER SUPPLIE	185.61	525984	5502925521		P N W 100.1002.2055.000
28293	03/31/16	PITNEY BOWES	4507 POSTAGE	2,015.00	525985	160311		P N W 100.1002.2055.000
28294	03/31/16	PLATT	4506 LED BULBS	249.91	525981	I964530		P N W 100.1050.2041.000
28295	03/31/16	PROFLAME	96 FUEL	842.92	525980	79467276		P N W 501.5011.2041.000
28296	03/31/16	R E M I F	135 ANDMIN FEE	8,000.00	525994	160322		P N W 100.1002.2032.000
28296	03/31/16	R E M I F	135 WC DEDUCTIBLE	4,291.88	525994	160322		P N W 100.1002.2032.000
28296	03/31/16	R E M I F	135 LIABILITY DEDUCTIBL	1,859.68	525995	160322		P N W 100.1002.2032.000
28296	03/31/16	R E M I F	135 PROCESSING FEE	150.00	525995	160322		P N W 100.1002.2033.000
28296	03/31/16	R E M I F	135 SAFETY CONSULTANT S	3,257.00	525996	160310		P N W 100.1002.2031.000
28296	03/31/16	R E M I F	135 MED INS PREMIUM	68,218.00	525997	160401		P N W 690.231
28296	03/31/16	R E M I F	135 DENTAL INS PREMIUM	4,688.00	525997	160401		P N W 690.231
28296	03/31/16	R E M I F	135 VISION INS PREMIUM	808.50	525997	160401		P N W 690.231
				91,273.06	*CHECK TOTAL			
28297	03/31/16	RAMMING/TIM	127 BOOK COVERS	421.69	525998	4980		P M W 503.5031.4003.003
28297	03/31/16	RAMMING/TIM	127 PARKING NOTICE	98.39	525999	4804		P M W 100.1020.2055.000
				520.08	*CHECK TOTAL			
28298	03/31/16	ROSENOW SPEVACEK GRO	4658 SUCESSOR AGENCY SER	1,326.25	525992	I001143		P N W 100.1003.2081.030
28298	03/31/16	ROSENOW SPEVACEK GRO	4658 SUCCESSOR AGENCY SERVI	495.00	525993	I001208		P N W 100.1003.2081.030
				1,821.25	*CHECK TOTAL			
28299	03/31/16	SIERRA ELECTRONICS	5009 PELICAN CAST SAT PHONE	79.99	526000	207231	003751	P N W 651.6510.2199.000
28300	03/31/16	STATE CONTROLLER'S O	4398 ANNUAL STREET REPOR	1,459.58	526002	FAUD-00000400		P N W 201.2010.2101.045

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
28301	03/31/16	STATE OF CALIFORNIA	843 DUI ANALYSIS	35.00	526001	155926		P N W 100.1020.2061.014
28302	03/31/16	STATE WATER RES CONT	468 OP CERT RENEWAL	110.00	526003	160331		P N W 503.5030.2001.002
28303	03/31/16	TELECOM SERVICES	4691 PW MAINT CONTRACT	570.00	526006	8118		P N W 100.1040.2041.000
28304	03/31/16	THOMAS AND ASSOCIATE	4461 PUMP IMPELLER	551.37	526005	28765		P N W 501.5013.2041.000
28305	03/31/16	THOMSON REUTERS - WE	4122 LEGAL UPDATES	445.87	526004	833395730		P N W 100.1004.2050.000
28306	03/31/16	UNITED PARCEL SERVIC	165 SHIPPING	28.56	526007	958793136		P N W 100.1002.2055.000
28306	03/31/16	UNITED PARCEL SERVIC	165 PLANS & SPECS SHIPPING	3.57	526007	958793136		P N W 503.5031.4003.003
28306	03/31/16	UNITED PARCEL SERVIC	165 SHIPPING	3.58	526007	958793136		P N W 501.5011.2105.000
28306	03/31/16	UNITED PARCEL SERVIC	165 SHIPPING	9.48	526007	958793136		P N W 503.5030.2055.000
				45.19	*CHECK TOTAL			
28307	03/31/16	UTILITY SUPPLY OF AM	3997 METER BASE SPREADER	280.37	526008	898472		P N W 503.5031.2041.000
28308	03/31/16	VERIZON WIRELESS	4828 PUBLIC WORKS	0.77	526009	160315		P N W 100.1040.2015.000
28308	03/31/16	VERIZON WIRELESS	4828 CODE ENFORCEMENT	6.27	526009	160315		P N W 100.1011.2015.000
28308	03/31/16	VERIZON WIRELESS	4828 SEWER	44.13	526009	160315		P N W 501.5013.2015.000
28308	03/31/16	VERIZON WIRELESS	4828 EMERG WTR LINE MODEM	133.73	526009	160315		P N W 503.5031.4003.038
28308	03/31/16	VERIZON WIRELESS	4828 WIFI HOTSPOT	38.01	526009	160315		P N W 100.1040.2015.000
28308	03/31/16	VERIZON WIRELESS	4828 POLICE	26.72	526009	160315		P N W 100.1020.2015.000
				249.63	*CHECK TOTAL			
28309	03/31/16	W P O A	262 EMPLOYEE CONTRIBUTION	717.64	526010	160324		P N W 690.234
28310	03/31/16	WARNOCK/SCOTT	4498 LODGING	1,007.50	526013	311233		P M W 651.6510.2199.000
28310	03/31/16	WARNOCK/SCOTT	4498 LESS PREV CHECK	919.50CR	526013	311233		P M W 651.6510.2199.000
				88.00	*CHECK TOTAL			
28311	03/31/16	WECO INDUSTRIES LLC	4044 CABLE ASSY	270.88	526014	36078-IN		P N W 501.5011.2041.000
28312	03/31/16	WELLS FARGO EQUIPMEN	4677 INTEREST	100.22	526015	11063758		P N W 501.5011.3002.000
28312	03/31/16	WELLS FARGO EQUIPMEN	4677 PRINCIPAL	4,464.26	526015	11063758		P N W 501.5011.3001.000
				4,564.48	*CHECK TOTAL			
28313	03/31/16	WILLITS KIDS CLUB	3981 PAYROLL DEDUCTION	20.00	526011	160325		P N W 690.248
28314	03/31/16	WITZEL/ALLEN	591 MAIN ST WTR LINE PLAN	259.50	526012	52077		P M W 503.5031.4003.003
28315	03/31/16	XYBIX SYSTEMS INC	5036 EXERCISE BICYCLE DISP	755.80	526016	26378		P N W 651.6510.2199.000
28316	03/31/16	101 TRAILER AND RV	474 REDUCER BUSHING	23.35	526017	131155		P N W 501.5011.2041.000
28316	03/31/16	101 TRAILER AND RV	474 BEARING SET	20.51	526018	131157		P N W 501.5011.2041.000
				43.86	*CHECK TOTAL			
GENERAL CHECK FORM			TOTAL	176,828.20				

CITY OF WILLITS
BUILDING AND SAFETY
111 E. Commercial St. Willits, Ca. 95490
(707) 459-7122

DATE: 4/1/16

TO:

Mendocino County Assessor
Att: Joe Mills
501 Low Gap Rd., 1020
Ukiah, CA. 95482

FROM:

Building Department, City of Willits

RE:

Permit Completion for Month of March 2016

PARCEL#	WORK DONE	ADDRESS	VALUE	DATE	PERMIT #
The following permits were issued.					
005-130-17	Fire sprinkler system	307 E. Commercial St.	\$60,000	3/7/16	8496
007-231-09	Replace site sewer line	441 E. Hill Rd.	1,500	3/8/16	8497
038-253-01	Renovate 16 unit apartment complex	201 Holly St.	404,342	3/15/16	8498
038-254-03	Renovate 26 unit apartment complex	77 Holly St.	610,529	3/15/16	8499
005-216-19	3.5 kw pv solar array	196 E. Valley St.	15,000	3/17/16	8500
006-051-23	4 kw pv solar array	221 E. Valley St.	16,500	3/18/16	8501
006-182-14	Const. 448 sq. ft. shop building	103 Franklin Ave.	26,800	3/18/16	8502
007-291-28	Tearoff reroof	222 Margie Dr.	3,500	3/21/16	8503
005-091-46	3.9 kw pv solar array	134 Mill Creek Dr.	16,500	3/21/16	8504
006-190-07	16'x250' lumber shed	325 Franklin Ave.	80,000	3/22/16	8505
007-130-04	Fire alarm system	1590 S. Main St.	3,500	3/22/16	8506
006-021-07	662 sq. ft. room addition	350 North St.	68,500	3/22/16	8507
006-044-09	Replace HVAC system	179 E. Valley St.	5,000	3/23/16	8508
005-201-11	Repair fire damage	620 Creekside Ct #5&10	25,000	3/23/16	8509
006-253-12	Enclose carport	37 Hazel St.	13,600	3/24/16	8510
005-226-20	Replace elect. panel and refinish exterior of building	244 S. Main St.	5,500	3/28/16	8511

005-226-13	Erect 45' tall radio tower	291 School St.	2,500	3/29/16	8512
005-212-09	Demo detached shop bldg.	168 E. Mendocino Ave.	500	3/30/16	8513
006-001-10	Const. 2-4500 sq. ft. shop bldg.	317 Robert Dr.	495,000	3/31/16	8514
COMPLETED PROJECTS					
005-211-02	Add eatery to existing music store	65 S. Main St.	15,000	8/4/15	8407
005-242-13	Replace redwood deck	332 Redwood Ave.	2,500	9/3/13	8141
005-215-15	Remove patio roof, repair deck	170 Pearl St.	11,000	2/1/16	8481
005-216-19	3.5 kw pv solar array	196 E. Valley St.	15,000	3/17/16	8500
006-051-23	4 kw pv solar array	221 E. Valley St.	16,500	3/18/16	8501



John Sherman
City of Willits Building Inspector

New Business License - March 2016

BL#	Name	Owner	Address	Date Issued	Type of Bussiness
6527	Howard Pharmacy	HMH	3 Marcela Dr, Ste B	3/24/2016	Pharmacy
6528	Phoenix Solar International	Hardy Kuenzl	109 N Main St	3/24/2016	Solar Sales, Design & Consultation
6529	JAJ Roofing	Dieter Folk	4980 Allison Prky, Vacaville, CA	3/24/2016	Roofing and Solar Installation
6530	(ahh•vah)	Nicole Cerasoli	188 Easy St	3/24/2016	Hat Making at home,Selling in Local Stores
6531	Be Willits LLC		433 N Camden Dr. Beverly Hill, CA	3/24/2016	Real Estate Rentals
6532	Redwood Medical Clinic at Marcela	Willits Hospital	3 Marcela Dr, Ste C	3/24/2016	Family Practice Clinic
6533	John Chan Plumbing Inc	John Chan	PO Box 1045, Ukiah	3/24/2016	Plumbing Contractor
6534	Precision General Commercial Contractors Inc	Thomas Dawson	300 Turney St, Sausalito, CA	3/24/2016	General Building Contractor
6535	Julie's Custom Sewing	Julie Bailey	1424 S Main St	3/24/2016	Sewing/Alterations
6536	Cardno Inc.		10004 Park Meadows Dr., Lone Tree, CO	3/28/2016	Environmental Consulting & Contracting
6537	Kelseyville Septic	Oscar Valadez	5335 Third St., Kelseyville	3/28/2016	Portable Toilet Rental & Cleaning
6538	RSD Alarms	Young Pham	2023 Chicago Ave, Riverside CA	3/28/2016	Fire Alarm Installation

News

How are prices affecting Sales Tax Revenues? The Annual Inflation Rate (CPI-U Western Region) in November edged down to 1.5% from 1.7% in November of 2014, due in part to lower gasoline prices. The overall annual inflation rate of 1.5% includes two segments that are increasingly using up more and more of California resident's disposable income and generally don't generate sales tax revenues: Housing 3.4% and Medical Care 3.4%. The Annual Inflation Rate for segments that generally do generate sales tax: Commodities less Food -(2.4)%, Nondurables -(2.0)%, Motor Fuel -(18.7)% and Food and Beverages 1.6%. (Bureau of Labor Statistics)

Where are Sales Tax Revenues growing? Retail Sales grew by 7.9% during the holiday season, excluding autos and gas. (SpendingPulse) Double-digit growth in furniture sales shows that consumers have more disposable income and are willing to splurge on big ticket items. (MasterCard Advisors)

Top 25 Sales Tax Generators

New to Top 25 *

ARCO AM/PM MINI MARTS	MCDONALD'S RESTAURANTS	SAFEWAY SERVICE STATIONS
BROWN'S CORNERS SERVICE STATIO	MENDO MILL & LUMBER COMPANY	SAFEWAY STORES
CHEVRON SERVICE STATIONS	NORCAL RECYCLED ROCK/AGGREGATE	SHELL SERVICE STATIONS
COAST HARDWARE TRUE VALUE	ONE-O-ONE TRAILER & RV	SPARETIME SUPPLY
FLYERS SERVICE STATIONS	PETERSON TRACTOR	TACO BELL
GROCERY OUTLET BARGAIN MARKET *	REDWOOD COAST FUELS *	VILLAGE MARKET & LIQUOR
J.D. REDHOUSE & COMPANY	REDWOOD TREE SERVICE STATIONS	VILLAGE MARKET & LIQUOR SERVIC
LES SCHWAB TIRE CENTERS	RITE AID DRUG STORES	WILLITS POWER EQUIPMENT
LITTLE LAKE AUTO PARTS		

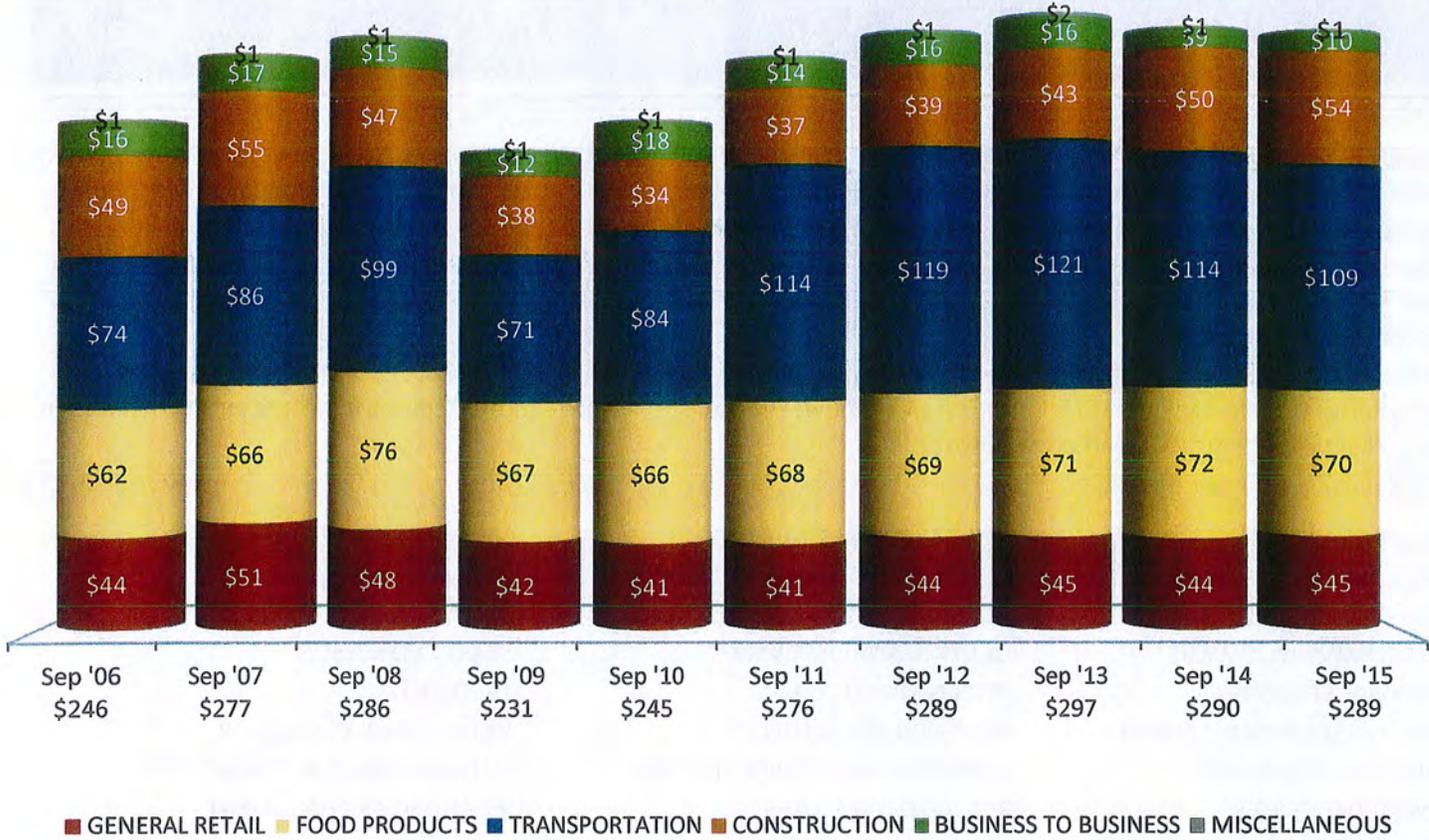
Business Activity

Jul'14 - Sep'14 to Jul'15 - Sep'15

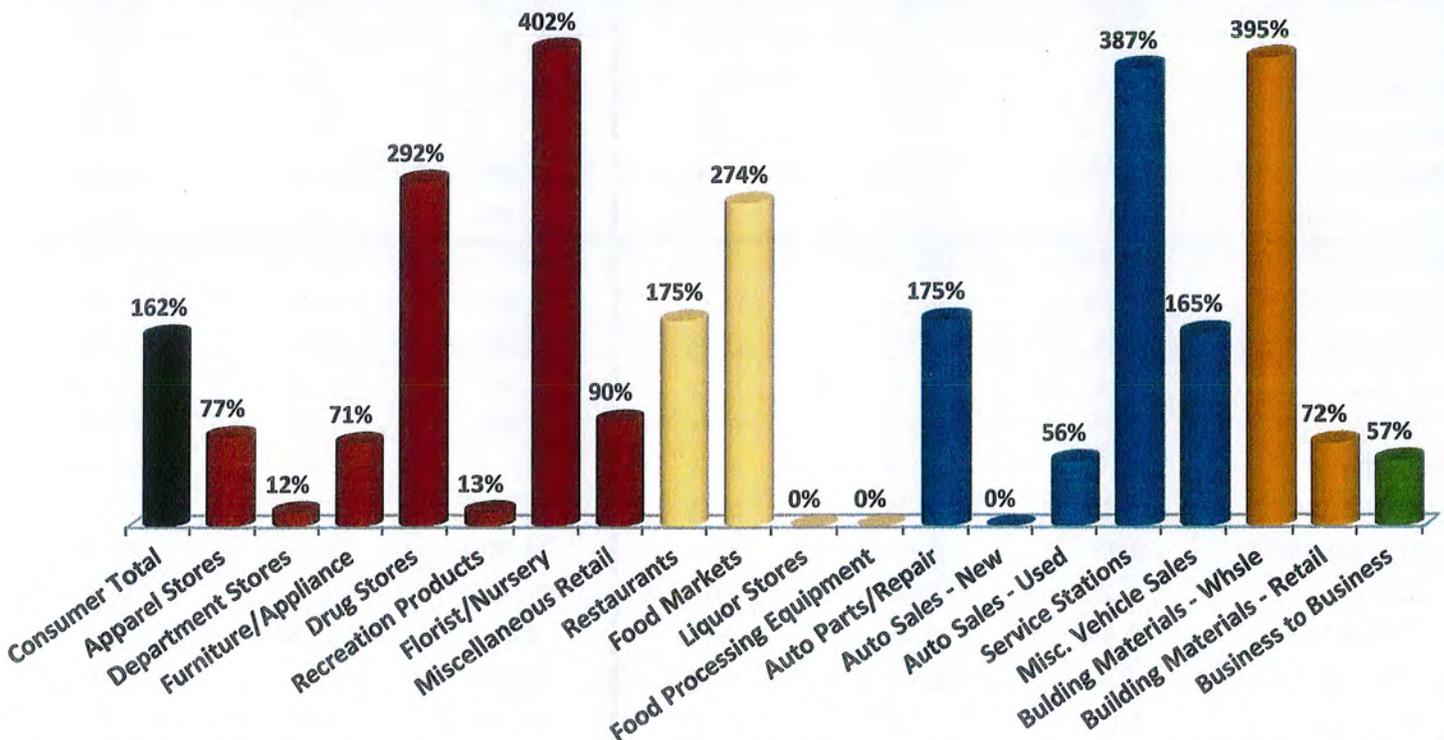
Oct'13 - Sep'14 to Oct'14 - Sep'15

Business Activity	Jul'14 - Sep'14 to Jul'15 - Sep'15			Oct'13 - Sep'14 to Oct'14 - Sep'15		
	Willits	North Coast	Statewide	Willits	North Coast	Statewide
Total	-0.8%	1.4%	2.8%	-1.1%	1.7%	2.7%
General Retail	1.1%	2.8%	3.7%	-1.5%	2.3%	2.9%
Food Products	7.9%	1.7%	4.8%	8.5%	3.3%	5.6%
Transportation	-12.7%	-1.7%	1.4%	-11.3%	-2.1%	-0.2%
Construction	15.3%	9.7%	8.0%	6.9%	9.5%	7.3%
Business To Business	1.3%	-3.1%	-1.7%	32.2%	1.2%	0.6%
Service Stations	-15.4%	-14.5%	-10.8%	-14.3%	-13.1%	-14.3%
Bldg.Matls-Whsle	15.0%	17.1%	11.4%	5.9%	13.1%	8.9%
Food Markets	6.6%	-2.0%	0.7%	7.2%	-0.5%	1.0%
Restaurants	9.1%	3.9%	6.0%	9.9%	6.2%	7.2%
Auto Parts/Repair	-3.7%	0.0%	6.5%	1.4%	1.4%	6.7%
Florist/Nursery	3.0%	9.2%	5.5%	-4.4%	9.4%	5.4%
Bldg.Matls-Retail	16.9%	3.4%	3.9%	11.7%	6.9%	5.6%
Miscellaneous Retail	8.0%	1.2%	4.3%	11.9%	1.6%	3.9%
Drug Stores	-1.4%	1.3%	1.6%	3.9%	-2.3%	0.9%
Misc. Vehicle Sales	12.5%	12.2%	19.1%	8.6%	8.2%	13.6%
Apparel Stores	-1.7%	6.0%	2.0%	3.5%	7.3%	3.0%
Furniture/Appliance	0.1%	3.6%	12.5%	-24.3%	3.9%	7.9%
Leasing	-3.3%	12.1%	8.2%	17.1%	7.6%	10.4%
Electronic Equipment	-89.1%	-2.7%	4.1%	7342.1%	43.1%	1.5%

Annualized Sales Tax For City Of Willits Divided By Its Population As Reported By State Department Of Finance

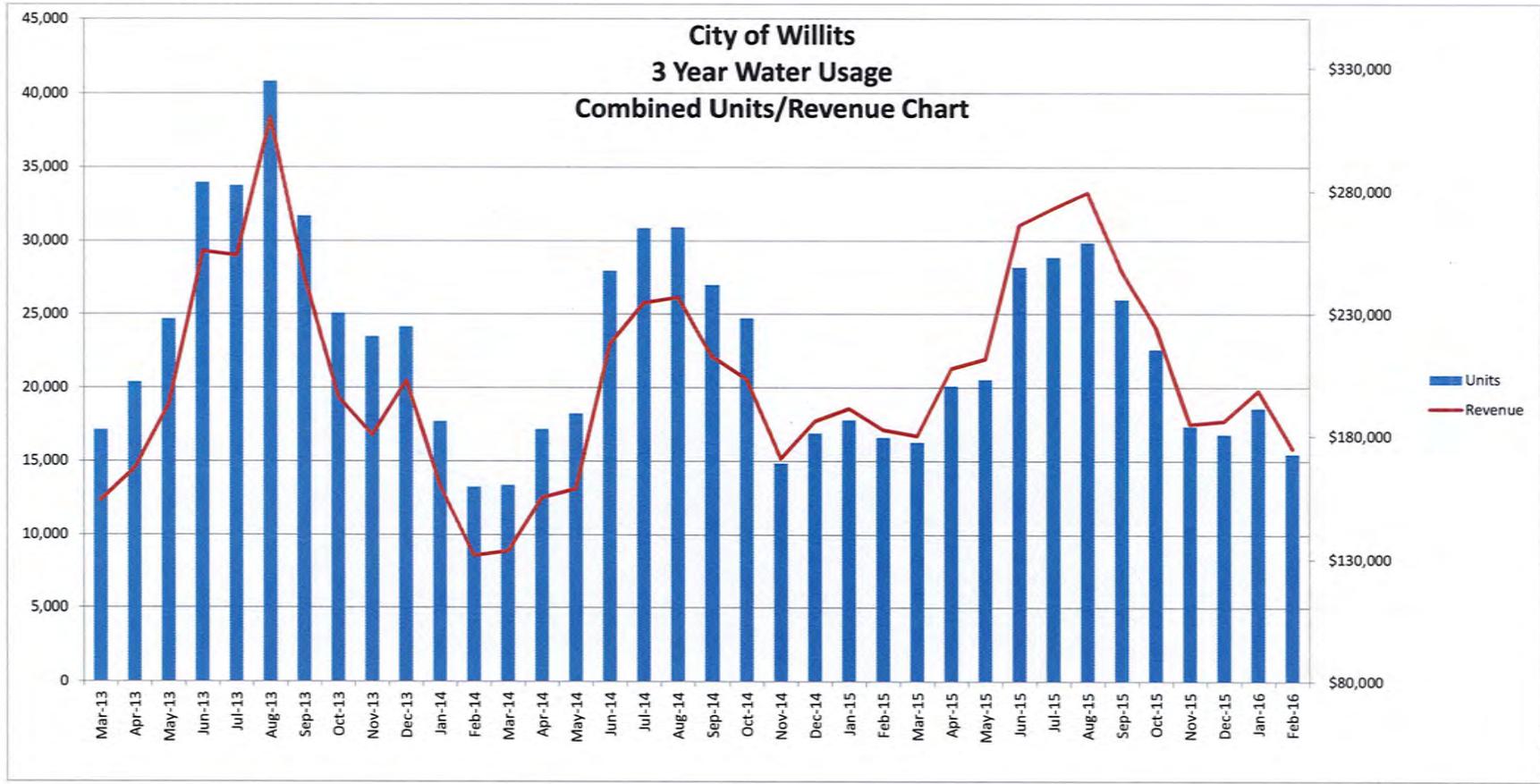


Willits: 3rd Quarter 2015 Sales Tax Capture & Gap Analysis Report



The chart is an overview of how well Willits is capturing potential sales tax based on its residents' effective buying income (disposable income) compared to purchasing habits in the North Coast region.

**City of Willits
3 Year Water Usage
Combined Units/Revenue Chart**



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CITY OF WILLITS
WATER USAGE COMPARISONS

WATER BILLING UNITS	Feb-16	Jan-16	Dec-15	Nov-15	Oct-15	Sep-15	Aug-15	Jul-15	Jun-15	May-15	Apr-15	Mar-15
Apartment MF	1,594.00	1,958.00	1,790.00	1,940	2383	2723	2976	2829	2724	2201	2112	1716
Large Business	164.00	190.00	223.00	246	491	585	825	854	759	568	452	173
Churches	80.00	75.00	65.00	97	263	264	248	291	242	183	161	155
Restaurants & Bar	559.00	723.00	724.00	718	825	882	1022	888	788	644	645	525
Grocery	178.00	195.00	190.00	176	286	323	316	306	289	253	288	243
Hospital	515.00	576.00	518.00	730	1362	1721	2212	2215	1719	1226	1238	855
Industrial	305.00	330.00	309.00	419	749	655	976	1099	966	574	618	522
Laundry	419.00	545.00	432.00	446	394	365	407	337	375	312	351	335
Motels	517.00	543.00	559.00	533	644	706	899	812	678	601	594	418
Public Facility	617.00	703.00	669.00	767	1871	2069	2508	2317	3345	1599	1348	1019
Residential SF	8,036.00	9,713.00	8,571.00	8155	9981	11705	12987	12879	12259	9413	9301	7782
Small Business	1,040.00	1,308.00	1,270.00	1149	1314	1521	1779	1729	1590	1352	1400	1109
Mble Hm/Trailers	1,026.00	1,402.00	1,098.00	1017	1265	1421	1900	1559	1626	1169	1194	1062
City Accounts	434.00	312.00	367.00	951	746	1041	806	728	807	459	401	326
TOTAL UNITS	15,484	18,574	16,786	17,344	22,574	25,991	29,861	28,843	28,167	20,534	20,103	16,240
% of prev year	93%	105%	100%	117%	91%	96%	97%	93%	101%	113%	117%	121%
% of two year prior	117%	105%	69%	74%	90%	82%	73%	85%	83%	83%	99%	95%
WATER BILLING MONTHLY USAGE REVENUE												
	Feb-16	Jan-16	Dec-15	Nov-15	Oct-15	Sep-15	Aug-15	Jul-15	Jun-15	May-15	Apr-15	Mar-15
Apartment MF	11,448.66	14,330.64	13,439.22	13,903.68	17,051.52	19,523.94	21,441.12	20,406.24	19,679	15,811	15,315	12,253
Large Business	1,177.38	1,364.58	1,602.18	1,767.78	3,528.36	4,208.58	5,933.16	6,145.38	5,455	4,090	3,251	1,242
Churches	576.00	547.20	475.20	698.40	1,893.60	1,900.80	1,785.60	2,095.20	1,742	1,174	1,159	1,116
Restaurants & Bar	4,017.18	5,194.14	5,209.50	5,166.30	5,947.50	6,344.94	7,357.26	6,390.30	5,672	4,534	4,641	3,768
Grocery	1,281.60	1,404.00	1,368.00	1,267.20	2,059.20	2,325.60	2,275.20	2,203.20	2,081	1,822	2,074	1,750
Hospital	3,697.50	4,136.94	3,722.76	5,350.14	9,937.02	12,786.30	16,307.82	16,297.50	12,658	9,081	9,044	6,168
Industrial	2,196.00	2,376.00	2,224.80	3,016.80	5,392.80	4,788.00	7,027.20	7,912.80	6,955	4,133	4,450	3,758
Laundry	3,016.80	3,924.00	3,110.40	3,211.20	2,836.80	2,628.00	2,930.40	2,426.40	2,700	2,426	2,527	2,412
Motels	3,722.40	3,909.60	4,024.80	3,837.60	4,636.80	5,083.20	6,472.80	5,846.40	4,882	4,327	4,277	3,010
Public Facility	4,413.60	5,018.40	4,795.20	5,479.20	13,442.40	14,810.40	18,021.60	16,646.40	24,034	11,491	9,590	7,301
Residential SF	43,320.96	55,641.84	47,705.76	44,145.90	57,882.36	70,824.66	82,083.78	81,802.44	76,067	53,366	51,691	40,829
Small Business	7,489.02	9,459.30	9,215.34	8,309.94	9,439.14	10,938.54	12,790.50	12,451.20	11,458	9,768	10,072	7,963
Mble Hm/Trailers	7,387.20	10,094.40	7,905.60	7,322.40	9,108.00	10,231.20	13,680.00	11,224.80	11,704	8,417	8,597	7,646
City Accounts												
TOTAL USAGE REVENUE	93,744.30	117,401.04	104,798.76	103,476.54	143,155.50	166,394.16	198,106.44	191,848.26	185,087.00	130,359.48	126,686.76	99,215.64
METER REVENUE												
	Feb-16	Jan-16	Dec-15	Nov-15	Oct-15	Sep-15	Aug-15	Jul-15	Jun-15	May-15	Apr-15	Mar-15
Apartment MF	5,063.64	5,070.70	5,046.94	5,015.86	5,038.06	5,038.06	5,072.46	5,064.52	5,064.52	5,064.52	5,064.52	5,064.52
Large Business	1,358.34	1,355.69	1,364.51	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34
Churches	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16
Restaurants & Bar	1,226.68	1,226.68	1,358.68	1,358.68	1,358.68	1,358.68	1,358.68	1,358.68	1,358.68	1,356.03	1,332.22	1,332.22
Grocery	429.36	429.36	429.36	429.36	429.36	429.36	429.36	429.36	429.36	429.36	429.36	429.36
Hospital	1,699.32	1,699.32	1,672.86	1,699.32	1,374.80	1,474.58	1,474.58	1,645.78	1,645.78	1,645.78	1,645.78	1,645.78
Industrial	3,151.96	3,156.00	3,166.00	3,159.00	3,159.00	3,159.00	3,159.00	3,180.12	3,159.00	3,159.00	3,159.00	3,159.00
Laundry	409.80	409.80	409.80	409.80	409.80	409.38	409.80	409.80	409.80	409.80	409.80	409.80
Motels	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98
Public Facility	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70
Residential SF	50,429.63	50,456.55	50,449.02	50,555.15	50,580.77	50,521.48	50,566.43	50,504.54	50,293.81	50,145.94	50,164.26	49,959.65
Small Business	6,386.46	6,419.99	6,384.70	6,360.00	6,355.14	6,372.35	6,382.00	6,388.23	6,387.34	6,381.17	6,365.29	6,364.41
Mble Hm/Trailers	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72
City Accounts												
TOTAL METER REVENUE	81,257.75	81,326.65	81,384.43	81,448.07	81,166.51	81,223.79	81,313.21	81,441.93	81,209.19	81,052.50	81,031.13	80,825.64
TOTAL BILLED	175,002.05	198,727.69	186,183.19	184,924.61	224,322.01	247,617.95	279,419.65	273,290.19	266,296.19	211,411.98	207,717.89	180,041.28
% of prev yr usage rev	92%	106%	100%	115%	106%	115%	117%	115%	123%	142%	144%	149%
% of prev yr ttl rev	133%	124%	92%	102%	114%	101%	90%	108%	104%	110%	124%	117%

**CITY OF WILLITS
WATER USAGE COMPARISONS**

WATER BILLING UNITS	Feb-15	Jan-15	Dec-14	Nov-14	Oct-14	Sep-14	Aug-14	Jul-14	Jun-14	May-14	Apr-14	Mar-14
Apartment MF	1943	1867	1802	1544	2652	2732	2835	2859	2739	1,904	1,857	1,458
Large Business	236	342	212	280	453	699	573	499	550	298	204	156
Churches	82	54	60	78	198	251	294	338	339	132	82	61
Restaurants & Bar	567	609	572	527	877	790	953	1032	857	655	665	522
Grocery	273	234	248	187	259	201	219	232	195	177	195	190
Hospital	691	712	636	659	1517	1551	1916	1631	1481	723	618	478
Industrial	499	539	709	524	1028	909	890	1309	810	598	372	194
Laundry	387	393	357	387	444	317	305	328	310	281	390	332
Motels	534	536	482	484	757	680	806	940	771	541	549	400
Public Facility	619	528	608	604	1774	3085	4435	2917	3095	1,278	872	471
Residential SF	8058	9101	8516	7227	10992	11748	13166	13637	12553	8,604	8,453	6,864
Small Business	1116	1171	1077	1048	1449	1439	1603	1672	1458	1,166	1,196	996
Mble Hm/Trailers	1281	1353	1345	1055	1510	1443	1776	2010	1623	1,174	1,357	1,035
City Accounts	280	327	236	237	812	1165	1167	1461	1161	681	332	220
TOTAL UNITS	16,566	17,766	16,860	14,841	24,722	27,010	30,938	30,865	27,942	18,212	17,142	13,377
% of prev year	125%	100%	70%	63%	99%	85%	76%	91%	82%	74%	84%	78%
% of two year prior	81%	96%	93%	68%	76%	79%	79%	86%	81%	76%	90%	70%

WATER BILLING MONTHLY USAGE REVENUE	Feb-15	Jan-15	Dec-14	Nov-14	Oct-14	Sep-14	Aug-14	Jul-14	Jun-14	May-14	Apr-14	Mar-14
Apartment MF	13,922	13,422	13,029	10,844	16,008	16,465.65	17,041.65	17,369.60	16,416.00	11,318.10	11,409.25	8,737.55
Large Business	1,689	2,456	1,523	2,013	2,715	4,194.00	3,435.15	2,991.15	3,297.15	1,788.00	1,221.15	933.15
Churches	590	389	432	562	1,188	1,506.00	1,764.00	2,028.00	2,034.00	792.00	492.00	366.00
Restaurants & Bar	4,071	4,373	4,107	3,783	5,252	4,735.45	5,715.25	6,185.65	5,132.05	3,920.25	3,980.25	3,138.25
Grocery	1,966	1,685	1,786	1,346	1,554	1,206.00	1,314.00	1,392.00	1,170.00	1,062.00	1,170.00	1,140.00
Hospital	4,965	5,051	4,572	4,662	9,279	9,551.65	11,726.45	10,047.65	8,756.45	4,568.45	3,712.45	2,859.25
Industrial	3,593	3,881	5,105	3,773	6,168	5,454.00	5,340.00	7,854.00	4,860.00	3,588.00	2,232.00	1,164.00
Laundry	2,786	2,830	2,570	2,786	2,664	1,902.00	1,830.00	1,968.00	1,860.00	1,686.00	2,340.00	1,992.00
Motels	3,845	3,859	3,470	3,485	4,542	4,080.00	4,836.00	5,640.00	4,626.00	3,246.00	3,294.00	2,400.00
Public Facility	4,421	3,758	4,320	4,298	10,608	17,802.00	25,836.00	16,392.00	17,838.00	6,642.00	4,872.00	2,622.00
Residential SF	42,628	50,835	46,673	37,548	57,708	60,640.15	70,017.20	73,490.30	66,193.45	39,064.95	37,954.80	29,271.75
Small Business	8,027	8,429	7,770	7,550	8,680	8,615.90	9,603.10	10,006.75	8,741.35	6,981.10	7,169.35	5,957.90
Mble Hm/Trailers	9,223	9,742	9,684	7,596	9,060	8,658.00	10,656.00	12,060.00	9,738.00	7,044.00	8,142.00	6,210.00
City Accounts	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL USAGE REVENUE	101,725.02	110,708.10	105,041.76	90,245.92	135,426.50	144,810.80	169,114.80	167,425.10	150,662.45	91,700.85	87,989.25	66,791.85

METER REVENUE	Feb-15	Jan-15	Dec-14	Nov-14	Oct-14	Sep-14	Aug-14	Jul-14	Jun-14	May-14	Apr-14	Mar-14
Apartment MF	5,073.83	5,064.52	5,064.52	5,057.86	4,254.10	4,254.10	4,260.72	4,254.10	4,228.20	4,254.10	4,254.10	4,255.57
Large Business	1,358.34	1,358.34	1,358.34	1,358.34	1,135.95	1,135.95	1,135.95	1,135.95	1,135.95	1,135.21	1,135.95	1,135.95
Churches	779.16	779.16	779.16	779.16	665.97	662.30	662.30	662.30	662.30	684.35	684.35	684.35
Restaurants & Bar	1,333.98	1,332.22	1,332.22	1,389.94	1,190.19	1,192.34	1,189.40	1,189.40	1,189.40	1,189.40	1,198.65	1,143.83
Grocery	429.36	429.26	442.62	442.62	380.85	380.85	380.85	380.85	380.85	380.85	380.85	371.85
Hospital	1,645.78	1,645.78	2,059.38	1,645.78	1,399.15	1,399.15	1,399.15	1,233.15	1,233.15	1,233.15	1,233.15	1,233.15
Industrial	3,159.00	3,159.00	3,159.00	3,159.00	2,698.50	2,698.50	2,698.50	2,698.50	2,604.63	2,522.50	2,522.50	2,522.50
Laundry	409.80	409.80	409.80	409.80	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50
Motels	1,900.98	1,900.98	1,900.98	1,900.98	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15
Public Facility	5,778.70	5,778.70	5,778.70	5,791.94	4,890.30	4,890.30	4,890.30	4,516.34	4,886.03	4,890.30	4,890.30	4,537.30
Residential SF	49,937.46	49,942.61	50,044.20	49,976.08	41,912.43	41,664.79	41,855.48	41,765.93	41,683.16	41,448.09	41,603.58	41,525.72
Small Business	6,360.87	6,150.75	6,150.75	6,119.88	5,168.77	5,159.95	5,159.95	5,159.95	5,145.62	5,182.00	5,190.82	5,158.47
Mble Hm/Trailers	2,643.72	2,643.72	2,643.72	2,643.72	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10
City Accounts	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL METER REVENUE	80,810.96	80,594.84	81,123.39	80,675.10	67,828.96	67,570.98	67,765.35	67,129.22	67,262.04	67,052.70	67,227.00	66,701.44
TOTAL BILLED	182,536.00	191,302.94	186,165.15	170,921.02	203,235.46	212,381.78	236,880.15	234,554.32	217,924.49	158,753.55	155,216.25	133,493.29
% of prev yr usage rev	158%	119%	76%	80%	105%	81%	70%	89%	80%	72%	87%	76%
% of prev yr ttl rev	105%	114%	113%	91%	79%	78%	78%	83%	80%	79%	92%	78%

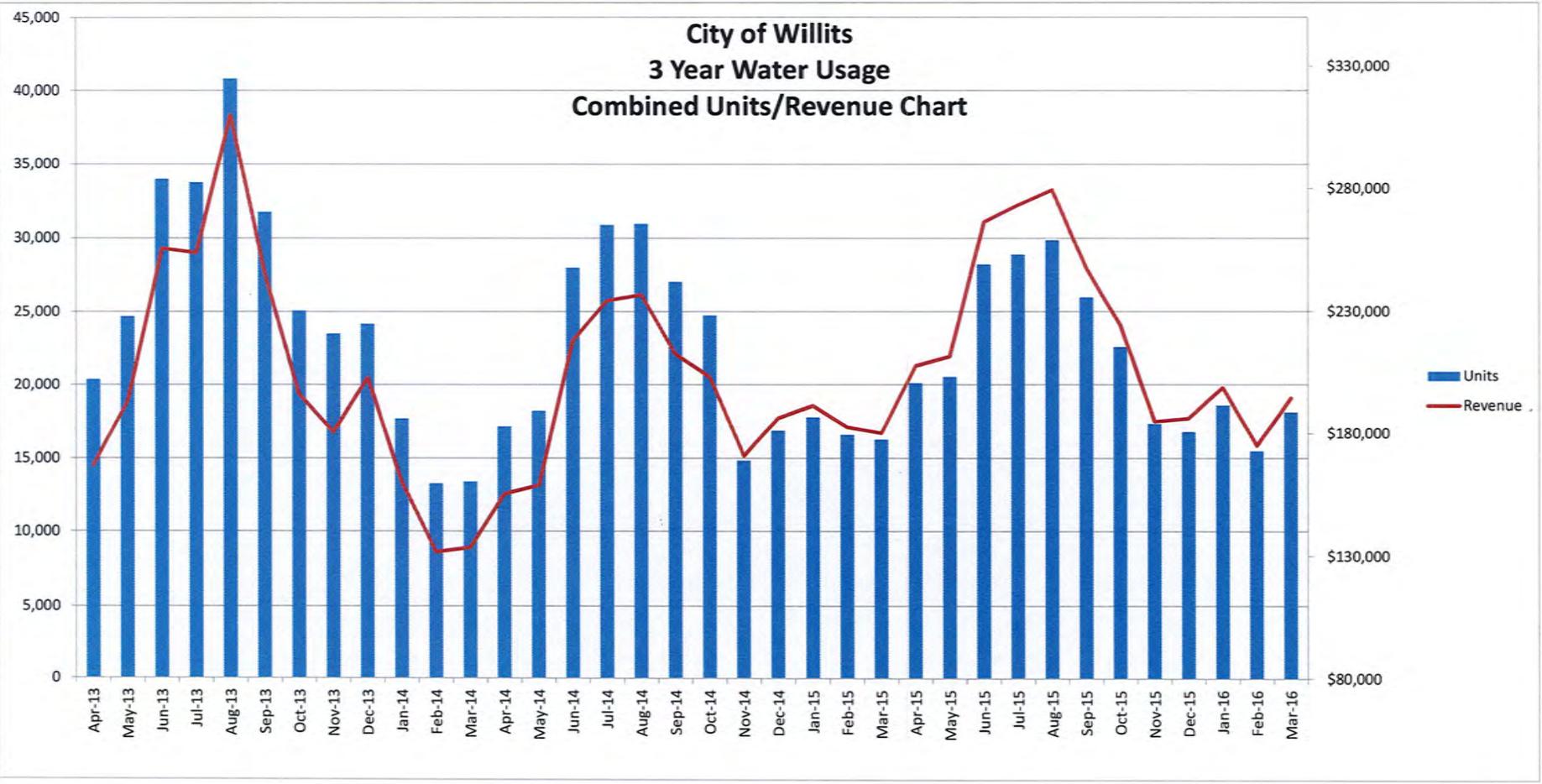
**CITY OF WILLITS
WATER USAGE COMPARISONS**

WATER BILLING	Feb-14	Jan-14	Dec-13	Nov-13	Oct-13	Sep-13	Aug-13	Jul-13	Jun-13	May-13	Apr-13	Mar-13
UNITS												
Apartment MF	1,451	1,948	2,054	2,042	2,526	3,303	4,131	3,527	3,587	3,392	1,987	1,785
Large Business	189	306	399	345	339	428	706	468	414	506	496	287
Churches	57	76	116	160	220	309	573	433	381	254	163	80
Restaurants & Bar	535	684	879	770	852	945	1,286	1,052	1,067	932	738	635
Grocery	205	258	370	294	387	277	425	327	333	303	261	272
Hospital	612	490	555	535	953	1,336	1,720	1,387	1,155	923	439	350
Industrial	188	424	605	671	705	1,062	943	1,006	1,135	747	562	473
Laundry	333	376	396	381	349	326	351	306	339	356	350	313
Motels	394	525	630	678	821	851	1,125	891	860	722	615	530
Public Facility	486	464	1,410	3,634	1,719	2,992	3,272	2,914	3,246	2,391	924	678
Residential SF	6,603	9,328	13,404	10,320	11,626	14,978	20,595	16,297	16,621	9,557	9,765	8,752
Small Business	886	1,071	1,636	1,466	1,458	1,929	2,087	1,788	1,873	1,745	1,215	1,174
Mble Hm/Trailers	931	1,529	1,139	1,639	1,724	2,185	2,782	2,315	2,143	2,071	1,532	1,430
City Accounts	375	209	562	556	1,388	794	825	1,029	815	785	1,337	347
TOTAL UNITS	13,246	17,689	24,155	23,491	25,067	31,715	40,821	33,740	33,969	24,684	20,384	17,106
% of prev year	65%	95%	133%	108%	77%	93%	105%	94%	99%	103%	107%	90%
% of two year prior	71%	84%	117%	112%	114%	80%	113%	109%	121%	108%	94%	91%

WATER BILLING MONTHLY	Feb-14	Jan-14	Dec-13	Nov-13	Oct-13	Sep-13	Aug-13	Jul-13	Jun-13	May-13	Apr-13	Mar-13
USAGE REVENUE												
Apartment MF	8,589.80	11,686.55	13,010.60	12,179.35	15,168.30	19,957.60	25,324.80	21,508.40	21,793.60	20,579.80	11,805.40	10,582.70
Large Business	1,128.30	1,833.15	2,391.15	2,070.00	2,031.15	2,568.00	4,233.15	2,808.00	2,481.15	3,027.45	2,967.25	1,713.45
Churches	342.00	456.00	696.00	960.00	1,320.00	1,854.00	3,438.00	2,598.00	2,286.00	1,524.00	978.00	480.00
Restaurants & Bar	3,206.25	4,094.05	5,276.65	4,615.45	5,114.65	5,670.85	7,832.45	6,325.85	6,396.30	5,586.30	4,419.25	3,804.30
Grocery	1,230.00	1,548.00	2,220.00	1,764.00	2,322.00	1,662.00	2,550.00	1,962.00	1,998.00	1,818.00	1,632.00	1,174.00
Hospital	3,159.15	2,931.45	3,321.05	3,162.65	5,574.25	8,318.65	10,320.00	8,322.00	6,930.00	5,538.00	2,634.00	2,100.00
Industrial	1,128.00	2,544.00	3,630.00	4,026.00	4,230.00	6,372.00	5,658.00	6,036.00	6,810.00	4,482.00	3,372.00	2,838.00
Laundry	1,998.00	2,256.00	2,376.00	2,286.00	2,094.00	1,956.00	2,106.00	1,836.00	2,034.00	2,136.00	2,100.00	1,878.00
Motels	2,364.00	3,150.00	3,780.00	4,068.00	4,926.00	5,106.00	6,750.00	5,346.00	5,160.00	4,332.00	3,690.00	3,180.00
Public Facility	2,736.00	2,784.00	8,364.00	8,640.00	8,304.00	16,530.00	19,632.00	13,728.00	14,538.00	10,908.00	4,818.00	3,744.00
Residential SF	27,810.20	44,524.15	75,619.90	50,734.95	58,587.10	83,000.85	125,892.35	92,037.45	94,401.70	43,905.05	46,405.75	40,054.95
Small Business	5,300.35	6,438.90	9,839.35	8,786.85	8,734.90	11,580.25	12,520.85	10,714.90	11,238.65	10,449.45	7,275.15	7,026.50
Mble Hm/Trailers	5,586.00	9,174.00	5,834.00	9,834.00	10,344.90	13,110.00	16,682.00	13,890.00	12,858.00	12,426.00	9,192.00	8,580.00
City Accounts												
TOTAL USAGE REVENUE	64,578.05	93,420.25	137,358.70	113,127.25	128,751.25	177,686.20	242,949.40	187,112.60	188,925.40	126,712.05	101,222.80	87,613.90

METER REVENUE	Feb-14	Jan-14	Dec-13	Nov-13	Oct-13	Sep-13	Aug-13	Jul-13	Jun-13	May-13	Apr-13	Mar-13
Apartment MF	4,231.57	4,230.10	3,734.10	4,230.10	4,230.10	4,230.10	4,340.10	4,222.27	4,221.10	4,165.60	4,165.60	4,247.00
Large Business	1,124.21	1,135.95	1,143.30	1,135.95	1,135.95	1,135.95	1,135.95	1,135.95	1,135.95	1,135.95	1,223.95	1,311.95
Churches	684.35	684.35	684.35	684.35	684.35	684.35	688.02	684.35	684.35	684.35	684.35	684.35
Restaurants & Bar	1,145.30	1,145.30	1,150.44	1,167.35	1,167.35	1,167.35	1,176.60	1,179.17	1,188.40	1,188.40	1,173.70	1,188.40
Grocery	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85
Hospital	1,209.15	1,199.15	1,139.15	1,209.15	1,199.15	1,704.91	754.10	754.10	754.10	754.10	754.10	754.10
Industrial	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,515.10	2,467.00	2,291.00	2,323.34
Laundry	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50
Motels	1,588.15	1,588.15	1,235.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15
Public Facility	4,890.30	4,994.30	4,890.30	4,890.30	4,890.30	4,881.48	4,868.25	4,893.97	4,890.30	4,537.30	4,618.80	4,618.80
Residential SF	41,586.64	41,531.49	41,920.28	41,789.50	41,753.45	41,460.72	41,931.67	41,653.80	41,671.37	41,635.35	41,379.86	41,684.34
Small Business	5,159.95	5,121.35	5,211.40	5,222.42	5,187.13	5,199.63	5,213.60	5,203.32	5,184.94	5,226.10	5,182.00	5,224.63
Mble Hm/Trailers	2,203.10	2,203.10	1,100.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10
City Accounts												
TOTAL METER REVENUE	67,067.57	66,478.09	65,453.42	67,365.22	67,283.88	67,500.59	67,144.39	66,763.03	66,759.21	66,307.75	65,986.96	66,550.51
TOTAL BILLED	131,645.62	159,898.34	202,812.12	180,492.47	196,035.13	245,186.79	310,093.79	253,875.63	255,684.61	193,019.80	167,209.76	154,164.41
% of prev yr usage rev	60%	93%	142%	95%	68%	87%	103%	88%	93%	96%	100%	85%
% of prev yr ttl rev	78%	87%	112%	99%	103%	80%	110%	102%	115%	111%	99%	97%

City of Willits 3 Year Water Usage Combined Units/Revenue Chart



CITY OF WILLITS
WATER USAGE COMPARISONS

WATER BILLING UNITS	Mar-16	Feb-16	Jan-16	Dec-15	Nov-15	Oct-15	Sep-15	Aug-15	Jul-15	Jun-15	May-15	Apr-15
Apartment MF	1,822.00	1,594.00	1,958.00	1,790.00	1,940	2,383	2,723	2,976	2,829	2,724	2,201	2,112
Large Business	155.00	164.00	190.00	223.00	246	491	585	825	854	759	568	452
Churches	74.00	80.00	76.00	66.00	97	263	264	248	291	242	163	161
Restaurants & Bar	666.00	559.00	723.00	724.00	718	825	882	1,022	888	788	644	645
Grocery	200.00	178.00	195.00	190.00	176	286	323	316	306	289	253	288
Hospital	640.00	515.00	576.00	518.00	730	1,362	1,721	2,212	2,215	1,719	1,226	1,238
Industrial	488.00	305.00	330.00	309.00	419	749	665	976	1,099	966	574	618
Laundry	485.00	419.00	545.00	432.00	446	394	365	407	337	375	312	351
Motels	593.00	517.00	543.00	559.00	533	644	706	899	812	678	601	594
Public Facility	740.00	617.00	703.00	669.00	767	1,871	2,069	2,508	2,317	3,345	1,599	1,348
Residential SF	9,093.00	8,096.00	9,713.00	8,571.00	8,155	9,981	11,705	12,987	12,879	12,259	9,413	9,901
Small Business	1,275.00	1,040.00	1,308.00	1,270.00	1,149	1,314	1,521	1,779	1,729	1,590	1,352	1,400
Mble Hm/Trailers	1,359.00	1,026.00	1,402.00	1,098.00	1,017	1,265	1,421	1,900	1,559	1,626	1,169	1,194
City Accounts	536.00	434.00	312.00	367.00	951	746	1,041	806	728	807	459	401
TOTAL UNITS	18,126	15,484	18,574	16,786	17,344	22,574	25,991	29,861	28,843	28,167	20,534	20,105
% of prev year	112%	93%	105%	100%	117%	91%	96%	97%	93%	101%	113%	117%
% of two year prior	136%	117%	105%	69%	74%	90%	82%	73%	85%	83%	83%	99%
WATER BILLING MONTHLY USAGE REVENUE												
Apartment MF	13,176.48	11,448.66	14,330.64	13,439.22	13,903.68	17,051.52	19,523.94	21,441.12	20,406.24	19,679	15,811	15,315
Large Business	1,112.58	1,177.38	1,364.58	1,602.18	1,767.78	3,528.36	4,208.58	5,933.16	6,145.38	5,455	4,090	3,251
Churches	532.80	576.00	547.20	475.20	698.40	1,893.60	1,900.80	1,785.60	2,095.20	1,742	1,174	1,159
Restaurants & Bar	4,794.06	4,017.18	5,194.14	5,209.50	5,166.30	5,947.50	6,344.94	7,357.26	6,390.30	5,672	4,634	4,641
Grocery	1,440.00	1,281.60	1,404.00	1,368.00	1,267.20	2,059.20	2,325.60	2,275.20	2,203.20	2,081	1,822	2,074
Hospital	4,597.02	3,697.50	4,136.94	3,722.76	5,350.14	9,937.02	12,786.30	16,307.82	16,297.50	12,658	9,081	9,044
Industrial	3,513.60	2,196.00	2,376.00	2,224.80	3,016.80	5,392.80	4,788.00	7,027.20	7,912.80	6,955	4,133	4,450
Laundry	3,492.00	3,016.80	3,924.00	3,110.40	3,211.20	2,836.80	2,628.00	2,930.40	2,426.40	2,700	2,246	2,527
Motels	4,269.60	3,722.40	3,909.60	4,024.80	3,837.60	4,636.80	5,083.20	6,472.80	5,846.40	4,882	4,327	4,277
Public Facility	5,284.80	4,413.60	5,018.40	4,795.20	5,479.20	13,442.40	14,810.40	18,021.60	16,646.40	24,034	11,491	9,590
Residential SF	51,774.72	43,320.96	55,641.84	47,705.76	44,145.90	57,882.36	70,824.66	82,083.78	81,802.44	76,067	53,366	51,691
Small Business	9,202.32	7,489.02	9,459.30	9,215.34	8,309.94	9,439.14	10,938.54	12,790.50	12,451.20	11,458	9,768	10,072
Mble Hm/Trailers	9,784.80	7,387.20	10,094.40	7,905.60	7,322.40	9,108.00	10,231.20	13,680.00	11,224.80	11,704	8,417	8,597
City Accounts												
TOTAL USAGE REVENUE	112,974.78	93,744.30	117,401.04	104,798.76	103,476.54	143,155.50	166,394.16	198,106.44	191,848.26	185,087.00	130,359.48	126,686.76
METER REVENUE												
Apartment MF	5,072.48	5,063.64	5,070.70	5,046.94	5,015.86	5,038.06	5,038.06	5,072.46	5,064.52	5,064.52	5,064.52	5,064.52
Large Business	1,472.58	1,358.34	1,355.68	1,364.51	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34
Churches	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16
Restaurants & Bar	1,226.68	1,226.68	1,226.68	1,358.68	1,358.68	1,358.68	1,358.68	1,358.68	1,358.68	1,358.68	1,356.03	1,332.22
Grocery	429.36	429.36	429.36	429.36	429.36	429.36	429.36	429.36	429.36	429.36	429.36	429.36
Hospital	1,699.32	1,699.32	1,699.32	1,672.86	1,699.32	1,374.80	1,474.58	1,474.58	1,645.78	1,645.78	1,645.78	1,645.78
Industrial	3,159.00	3,151.96	3,156.00	3,166.00	3,159.00	3,159.00	3,159.00	3,159.00	3,180.12	3,159.00	3,159.00	3,159.00
Laundry	409.80	409.80	409.80	409.80	409.80	409.80	409.38	409.80	409.80	409.80	409.80	409.80
Motels	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98
Public Facility	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70
Residential SF	50,414.25	50,429.63	50,456.55	50,449.02	50,555.15	50,580.77	50,521.48	50,566.43	50,504.54	50,293.81	50,145.94	50,164.26
Small Business	6,419.10	6,386.46	6,419.99	6,384.70	6,360.00	6,355.14	6,372.35	6,382.00	6,388.23	6,387.34	6,381.17	6,365.29
Mble Hm/Trailers	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72
City Accounts												
TOTAL METER REVENUE	81,405.13	81,257.75	81,326.65	81,384.43	81,448.07	81,166.51	81,223.79	81,313.21	81,441.93	81,209.19	81,052.50	81,031.13
TOTAL BILLED	194,379.91	175,002.05	198,727.69	186,183.19	184,924.61	224,322.01	247,617.95	279,419.65	273,290.19	266,296.19	211,411.98	207,717.89
% of prev yr usage rev	114%	92%	106%	100%	115%	106%	115%	117%	115%	123%	142%	144%
% of prev yr ttl rev	146%	133%	124%	92%	102%	114%	101%	90%	108%	104%	110%	124%

**CITY OF WILLITS
WATER USAGE COMPARISONS**

WATER BILLING												
UNITS	Mar-15	Feb-15	Jan-15	Dec-14	Nov-14	Oct-14	Sep-14	Aug-14	Jul-14	Jun-14	May-14	Apr-14
Apartment MF	1716	1943	1867	1802	1544	2652	2732	2835	2859	2739	1,904	1,857
Large Business	173	236	342	212	280	453	699	573	499	550	298	204
Churches	155	82	54	60	78	198	251	294	338	339	132	82
Restaurants & Bar	525	567	609	572	527	877	790	953	1032	857	655	665
Grocery	243	273	234	248	187	259	201	219	232	195	177	195
Hospital	855	691	712	636	659	1517	1551	1916	1631	1481	723	618
Industrial	522	499	539	709	524	1028	909	890	1309	810	598	372
Laundry	395	387	398	357	387	444	317	305	328	310	281	390
Motels	418	534	536	482	484	757	680	806	940	771	541	549
Public Facility	1019	619	528	608	604	1774	3085	4435	2917	3095	1,278	872
Residential SF	7782	8058	9101	8516	7227	10992	11748	13166	13637	12553	8,604	8,453
Small Business	1109	1116	1171	1077	1048	1449	1439	1603	1672	1458	1,166	1,196
Mobile Hm/Trailers	1062	1281	1353	1345	1055	1510	1443	1776	2010	1623	1,174	1,357
City Accounts	326	280	327	236	237	812	1165	1167	1461	1161	681	332
TOTAL UNITS	16,240	16,566	17,766	16,880	14,841	24,722	27,010	30,938	30,865	27,942	18,212	17,142
% of prev year	121%	125%	100%	70%	63%	99%	85%	76%	91%	82%	74%	84%
% of two year prior	95%	81%	96%	98%	68%	76%	79%	79%	86%	81%	76%	90%
WATER BILLING MONTHLY												
USAGE REVENUE	Mar-15	Feb-15	Jan-15	Dec-14	Nov-14	Oct-14	Sep-14	Aug-14	Jul-14	Jun-14	May-14	Apr-14
Apartment MF	12,253	13,922	13,422	13,029	10,844	16,008	16,455.65	17,041.65	17,369.60	16,416.00	11,318.10	11,409.25
Large Business	1,242	1,689	2,456	1,523	2,013	2,715	4,194.00	3,435.15	2,991.15	3,297.15	1,788.00	1,221.15
Churches	1,116	590	389	432	562	1,188	1,505.00	1,764.00	2,028.00	2,034.00	792.00	492.00
Restaurants & Bar	3,768	4,071	4,373	4,107	3,783	5,252	4,735.45	5,715.25	6,185.65	5,132.05	3,920.25	3,980.25
Grocery	1,750	1,966	1,685	1,786	1,346	1,554	1,206.00	1,314.00	1,392.00	1,170.00	1,062.00	1,170.00
Hospital	6,168	4,965	5,051	4,572	4,662	9,279	9,551.85	11,726.45	10,047.65	8,756.45	4,968.45	3,712.45
Industrial	3,758	3,593	3,881	5,105	3,773	6,168	5,454.00	5,340.00	7,854.00	4,860.00	3,588.00	2,232.00
Laundry	2,412	2,786	2,830	2,570	2,786	2,664	1,902.00	1,830.00	1,958.00	1,860.00	1,686.00	2,340.00
Motels	3,010	3,845	3,859	3,470	3,485	4,542	4,080.00	4,836.00	5,640.00	4,626.00	3,246.00	3,294.00
Public Facility	7,301	4,421	3,758	4,320	4,298	10,608	17,802.00	25,836.00	16,392.00	17,838.00	6,642.00	4,872.00
Residential SF	40,829	42,628	50,835	46,673	37,548	57,708	60,640.15	70,017.20	73,490.30	66,193.45	39,064.95	37,954.80
Small Business	7,963	8,027	8,429	7,770	7,550	8,680	8,615.90	9,603.10	10,006.75	8,741.35	6,981.10	7,169.35
Mobile Hm/Trailers	7,646	9,223	9,742	9,684	7,596	9,060	8,658.00	10,656.00	12,060.00	9,738.00	7,044.00	8,142.00
City Accounts	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL USAGE REVENUE	99,215.64	101,725.02	110,708.10	105,041.76	90,245.92	135,426.50	144,810.80	169,114.80	167,425.10	150,662.45	91,700.85	87,989.25
METER REVENUE												
	Mar-15	Feb-15	Jan-15	Dec-14	Nov-14	Oct-14	Sep-14	Aug-14	Jul-14	Jun-14	May-14	Apr-14
Apartment MF	5,064.52	5,073.83	5,064.52	5,064.52	5,057.86	4,254.10	4,254.10	4,260.72	4,254.10	4,228.20	4,254.10	4,254.10
Large Business	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,135.95	1,135.95	1,135.95	1,135.95	1,135.95	1,135.21	1,135.95
Churches	779.16	779.16	779.16	779.16	779.16	665.97	662.30	662.30	662.30	662.30	684.35	684.35
Restaurants & Bar	1,332.22	1,333.98	1,332.22	1,332.22	1,389.94	1,190.19	1,192.34	1,189.40	1,189.40	1,189.40	1,189.40	1,198.65
Grocery	429.36	429.36	429.26	442.62	442.62	380.85	390.85	380.85	380.85	380.85	380.85	380.85
Hospital	1,645.78	1,645.78	1,645.78	2,059.38	1,645.78	1,399.15	1,399.15	1,399.15	1,233.15	1,233.15	1,233.15	1,233.15
Industrial	3,159.00	3,159.00	3,159.00	3,159.00	3,159.00	2,698.50	2,698.50	2,698.50	2,698.50	2,604.63	2,522.50	2,522.50
Laundry	409.80	409.80	409.80	409.80	409.80	341.50	341.50	341.50	341.50	341.50	341.50	341.50
Motels	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15
Public Facility	5,778.70	5,778.70	5,778.70	5,778.70	5,791.94	4,890.30	4,890.30	4,890.30	4,516.34	4,866.03	4,890.30	4,890.30
Residential SF	49,959.65	49,937.46	49,942.61	50,044.20	49,976.08	41,912.43	41,664.79	41,855.48	41,765.93	41,683.16	41,448.09	41,603.58
Small Business	6,364.41	6,360.87	6,150.75	6,150.75	6,119.88	5,168.77	5,159.95	5,159.95	5,159.95	5,145.62	5,182.00	5,190.82
Mobile Hm/Trailers	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10
City Accounts	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL METER REVENUE	80,825.64	80,810.98	80,594.84	81,123.39	80,675.10	67,828.96	67,570.98	67,765.35	67,129.22	67,262.04	67,052.70	67,227.00
TOTAL BILLED	180,041.28	182,536.00	191,302.94	186,165.15	170,921.02	203,255.46	212,381.78	236,880.15	234,554.32	217,924.49	158,753.55	155,216.25
% of prev yr usage rev	149%	158%	119%	76%	80%	105%	81%	70%	89%	80%	72%	87%
% of prev yr td rev	117%	105%	114%	113%	91%	79%	78%	78%	83%	80%	79%	92%

CITY OF WILLITS
WATER USAGE COMPARISONS

WATER BILLING												
UNITS	Mar-14	Feb-14	Jan-14	Dec-13	Nov-13	Oct-13	Sep-13	Aug-13	Jul-13	Jun-13	May-13	Apr-13
Apartment MF	1,458	1,451	1,949	2,054	2,042	2,526	3,303	4,131	3,527	3,587	3,392	1,987
Large Business	156	189	306	399	345	339	428	706	468	414	506	496
Churches	61	57	76	116	160	220	309	573	433	381	254	163
Restaurants & Bar	522	536	684	879	770	852	945	1,286	1,052	1,067	932	738
Grocery	190	205	258	370	294	387	277	425	327	333	303	261
Hospital	478	612	490	555	535	953	1,336	1,720	1,387	1,155	923	439
Industrial	194	188	424	605	671	705	1,062	943	1,006	1,135	747	562
Laundry	332	333	376	396	381	349	326	351	306	339	356	350
Motels	400	394	525	630	678	821	851	1,125	891	860	722	615
Public Facility	471	486	464	1,410	3,634	1,719	2,992	3,272	2,914	3,246	2,391	924
Residential SF	6,864	6,603	9,328	13,404	10,320	11,626	14,978	20,595	16,297	16,621	9,557	9,765
Small Business	996	886	1,071	1,636	1,466	1,458	1,929	2,087	1,788	1,873	1,745	1,215
Mobile Hm/Trailers	1,035	931	1,529	1,139	1,639	1,724	2,185	2,782	2,315	2,143	2,071	1,532
City Accounts	220	375	209	562	556	1,388	794	825	1,029	815	785	1,337
TOTAL UNITS	13,377	13,246	17,689	24,155	23,491	25,067	31,715	40,821	33,740	33,969	24,684	20,384
% of prev year	78%	65%	95%	133%	106%	77%	99%	105%	94%	99%	103%	107%
% of two year prior	70%	71%	84%	117%	112%	114%	80%	113%	109%	121%	108%	94%
WATER BILLING MONTHLY												
USAGE REVENUE	Mar-14	Feb-14	Jan-14	Dec-13	Nov-13	Oct-13	Sep-13	Aug-13	Jul-13	Jun-13	May-13	Apr-13
Apartment MF	8,737.55	8,589.80	11,686.55	13,010.60	12,179.35	15,168.30	19,957.60	25,324.80	21,508.40	21,793.60	20,579.80	11,805.40
Large Business	993.15	1,128.30	1,833.15	2,391.15	2,070.00	2,031.15	2,568.00	4,233.15	2,808.00	2,481.15	3,027.45	2,967.25
Churches	366.00	342.00	456.00	696.00	960.00	1,320.00	1,854.00	3,438.00	2,598.00	2,286.00	1,524.00	978.00
Restaurants & Bar	3,138.25	3,206.25	4,094.05	5,276.65	4,615.45	5,114.65	5,670.85	7,832.45	6,325.85	6,396.30	5,586.30	4,419.25
Grocery	1,140.00	1,230.00	1,548.00	2,220.00	1,764.00	2,322.00	1,662.00	2,550.00	1,962.00	1,998.00	1,818.00	1,566.00
Hospital	2,859.25	3,159.15	2,931.45	3,321.05	3,162.65	5,574.25	8,318.65	10,320.00	8,322.00	6,930.00	5,538.00	2,634.00
Industrial	1,164.00	1,128.00	2,544.00	3,630.00	4,026.00	4,230.00	6,372.00	5,658.00	6,036.00	6,810.00	4,482.00	3,372.00
Laundry	1,992.00	1,998.00	2,256.00	2,376.00	2,286.00	2,094.00	1,956.00	2,106.00	1,836.00	2,094.00	2,136.00	2,100.00
Motels	2,400.00	2,364.00	3,150.00	3,780.00	4,068.00	4,926.00	5,106.00	6,750.00	5,346.00	5,160.00	4,332.00	3,690.00
Public Facility	2,622.00	2,736.00	2,784.00	8,364.00	8,640.00	8,304.00	16,530.00	19,632.00	13,728.00	14,538.00	10,908.00	4,818.00
Residential SF	29,271.75	27,810.20	44,524.15	75,619.90	50,734.95	58,587.10	83,000.85	125,892.35	92,037.45	94,401.70	43,905.05	46,405.75
Small Business	5,957.90	5,300.35	6,438.90	9,839.35	8,786.85	8,734.90	11,580.25	12,520.65	10,714.90	11,238.65	10,449.45	7,275.15
Mobile Hm/Trailers	6,210.00	5,586.00	9,174.00	6,834.00	9,834.00	10,344.90	13,110.00	16,692.00	13,890.00	12,858.00	12,426.00	9,192.00
City Accounts	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL USAGE REVENUE	66,791.85	64,578.05	93,420.25	137,358.70	113,127.25	128,751.25	177,686.20	242,949.40	187,112.60	188,925.40	126,712.05	101,222.80
METER REVENUE												
	Mar-14	Feb-14	Jan-14	Dec-13	Nov-13	Oct-13	Sep-13	Aug-13	Jul-13	Jun-13	May-13	Apr-13
Apartment MF	4,255.57	4,251.57	4,230.10	5,734.10	4,230.10	4,230.10	4,230.10	4,340.10	4,222.27	4,221.10	4,165.60	4,165.60
Large Business	1,135.95	1,124.21	1,135.95	1,143.30	1,135.95	1,135.95	1,135.95	1,135.95	1,135.95	1,135.95	1,135.95	1,223.95
Churches	684.35	684.35	684.35	684.35	684.35	684.35	684.35	684.35	684.35	684.35	684.35	684.35
Restaurants & Bar	1,143.83	1,145.30	1,145.30	1,150.44	1,167.35	1,167.35	1,167.35	1,176.60	1,179.17	1,188.40	1,188.40	1,173.70
Grocery	371.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85
Hospital	1,233.15	1,209.15	1,199.15	1,139.15	1,209.15	1,199.15	1,704.91	754.10	754.10	754.10	754.10	754.10
Industrial	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,515.10	2,467.00	2,291.00
Laundry	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50
Motels	1,588.15	1,588.15	1,588.15	1,235.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15
Public Facility	4,537.30	4,890.30	4,394.30	4,890.30	4,890.30	4,890.30	4,881.48	4,868.25	4,893.97	4,890.30	4,537.30	4,618.80
Residential SF	41,525.72	41,586.64	41,531.49	41,920.28	41,789.50	41,753.45	41,460.72	41,931.67	41,653.80	41,671.37	41,635.35	41,379.86
Small Business	5,158.47	5,159.95	5,121.35	5,211.40	5,222.42	5,187.13	5,199.63	5,213.60	5,203.32	5,184.94	5,226.10	5,182.00
Mobile Hm/Trailers	2,203.10	2,203.10	2,203.10	1,100.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10
City Accounts	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL METER REVENUE	66,701.44	67,067.57	66,478.09	65,453.42	67,365.22	67,283.88	67,500.59	67,144.39	66,763.03	66,759.21	66,307.75	65,886.96
TOTAL BILLED	133,493.29	131,645.62	159,898.34	202,812.12	180,492.47	196,035.13	245,186.79	310,093.79	253,875.63	255,684.61	193,019.80	167,209.76
% of prev yr usage rev	76%	60%	93%	142%	95%	68%	87%	103%	88%	93%	96%	100%
% of prev yr tot rev	78%	78%	87%	112%	99%	103%	80%	110%	102%	119%	111%	99%