



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

**WILLITS CITY COUNCIL
AGENDA
AUGUST 12, 2015 ♦ 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. Discussion Regarding Possible Increase of Hwy 20 Speed Limits

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, as follows:

a. City Council Minutes:

- June 10, 2015
- June 24, 2015
- July 22, 2015 – Special Meeting
- July 22, 2015

b. Resolution Authorizing the City Manager to Execute Agreements with the California Department of Transportation for the City of Willits Sustainable Transportation Planning Grant, “Willits Main Street Corridor Enhancement Plan”

c. Resolution Establishing a Sewer Lateral Loan Program and Appropriating Funds for the Program

5. INFORMATIONAL REPORTS

Matters that do not require action by the City Council but are of public interest.

a. Disbursements Journal(s):

- Warrant Nos. 26881-26887, Totaling \$137,677.48
- Warrant Nos. 26888-26957, Totaling \$407,453.98
- Warrant Nos. 26958-26963, Totaling \$22,149.56

b. Building Inspection Activity Report(s) – July 2015

c. Business License Activity Report(s) – July 2015

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
d. Public Works & Engineering
e. Water & 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. Economic Development and Financing Corporation (EDFC)
f. League of California Cities
g. Water & Wastewater Systems Committee
h. Revit-ED Committee
i. Finance Committee
j. Ad Hoc Committees
k. Other Committee Reports

11. COUNCIL MEMBER REPORTS AND RECOMMENDATIONS

- a. Discussion and Possible Action to Adopt Resolutions Consenting to Inclusion of the City of Willits Properties in the California Home Finance Authority PACE Programs and Associate Membership in California Home Finance Authority (*Councilmember Strong*)

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 Labor Negotiators Pursuant to Government Code §54957.6 – Employee Organization(s): All

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 7th day of August, 2015.
Cathy Sanders, City Clerk*



Item No. 3a

Meeting Date: August 12, 2015

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Gerardo Gonzalez, Chief of Police

Agenda Title: DISCUSSION REGARDING INCREASE OF HIGHWAY 20 SPEED LIMITS AND PRESENTATION BY DARRON HILL, TRAFFIC SAFETY ENGINEER, DISTRICT 1 CALTRANS, ON THE CHANGES BASED ON THE ENGINEERING AND TRAFFIC SURVEY (E&TS) DATED JULY 24, 2015

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 20 min.

Summary of Request: In May of 2015, Darron Hill met with Chief Gonzalez, City Manager Adrienne Moore, and Public Works Director Rod Wilburn to discuss the Engineering and Traffic Survey for State Route 20 covering PM 32.20 thru R33.159, an area covering in and near the City of Willits in the County of Mendocino. Most notably this is an area which includes the intersection of Blosser Lane (Coast Street) and State Route (Hwy 20). At this presentation, Mr. Hill explained current law in place and the methodology for conducting the traffic survey. We were given an opportunity to voice concerns and give input as well. We were informed that the matter would be brought up at the county level before the Board of Supervisors for their review prior to the publishing of the document. Suggestions and recommendations were made and given for roadway improvements at this meeting that would hopefully mitigate any change in posted speed.

Background on this process: When an engineering and traffic survey (E&TS) shows that the statutory or prima facie speed limits are not applicable for the existing conditions, the speed limits can be altered with the posting of a different speed limit, which must be determined according to the findings of the E&TS. Section 22356 of the California Vehicle Code (CVC) addresses increasing freeway speeds to 70 mph. CVC Section 22354 covers decreasing highway speeds from 65 mph and CVC Section 22358 addresses decreasing local speed limits. Cal-Trans has authority to set speed limits on the State Highway System. Roadways outside of the state highway system fall under the responsibility of the respective city or county. Some roadways may fall under the jurisdiction of National Parks, tribal governments, or private properties. The City relies on the County of Mendocino Transportation Department to assist on other City streets identified for traffic surveys, which is coordinated with MCOG. The current survey for this area was set to expire on June 29, 2015 and, as such, it was necessary to complete a current Engineering and Traffic Survey to allow for proper enforcement. The previous survey was conducted in June of 2005, and according to CVC Section 40802, an E&TS is valid for five years. However, under specific conditions stated in CVC Section 40802, the E&TS may be valid for seven or ten years. Previous meetings with Cal-Trans and the lack of substantial changes in roadway conditions allowed for the prior extensions. In a cursory review of local records from March of 2013 to present, we were only able to find two injury collision and four non-injury collisions similar to the time span referred to in the study (April 2010 to March 2013, which yielded three injury and three non-injury collisions).

The need for enforceable speed limits is codified in the CVC, which provides for the need of a Traffic and Engineering Study. The CVC prohibits the use of speed traps (Section 40801) as well as the use of any evidence obtained by use of a speed trap (Section 40803) for the purpose of prosecution. A speed trap is generally defined in CVC Section 40802 as either 1) a section of highway marked so that an officer can calculate speed based on the time it takes a vehicle to travel the marked distance; or 2) the use of radar or other electronic devices that measure the speed of a moving object on a section of highway which does not have a current E&TS as required under CVC.

Without a current Engineering and Traffic Survey, we would not be able to use radar to enforce speed limits in this area and all citations written would be easily challenged. Thus, having a current survey is important for both roadway improvement issues along with speed enforcement by law enforcement.

Recommended Action: Informational presentation; no action necessary.

Alternative(s): The City Council could direct staff to work with Cal-Trans to change speed limits; however, the only change possible at this point would be to raise the limits upward to the 85th percentile. Speeds were set to the lowest allowable legal limit based on the E&TS.

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 _____

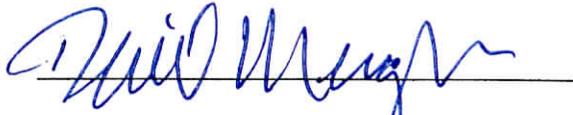
CERTIFICATION

I, the undersigned, being the duly authorized Custodian Of The Records and having the authority to certify the records declare the following: The attached are the records of the Engineering and Traffic Survey for State Route 20 – PM 32.20/R33.159 in and near the City of Willits, and/or County of Mendocino and that these writings/records were made at or near the time of the act, condition, or event, by and within the scope of duty of a public employee, and the sources of information and method and time of preparation were such as to indicate its trustworthiness.

Pursuant to California Evidence Code Section 1280 the attached copy is a true, legible and durable copy of the original records maintained by the Department of Transportation, District 1, 1656 Union St., Room 56, Eureka, California 95501.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

SIGNATURE



PRINTED NAME **DAVID A MORGAN, P.E.**

TITLE Chief, Traffic Safety Office

PHONE # (707)445-6376

Executed on July 24, 2015 at Eureka, California

RECEIVED

JUL 30 2015

WILLITS POLICE DEPARTMENT

ENGINEERING AND TRAFFIC SURVEY

FOR STATE ROUTE

MEN-20-PM 32.20/R33.16

IN AND NEAR THE CITY OF

WILLITS

MENDOCINO COUNTY

PREPARED BY
CALTRANS DISTRICT 1
TRAFFIC SAFETY OFFICE

JULY 2015

MEMORANDUM

TO: Charlie C. Fielder
District Director

Date: July 24, 2015

File: MEN-20- PM 32.20/R33.159

FROM: DEPARTMENT OF TRANSPORTATION - District 1
Traffic Safety

SUBJECT: Engineering and Traffic Survey (E&TS) for State Route 20, City of Willits

INITIATION:

This is an updated E&TS for the reduced speed zone on State Route 20 between PM 32.20 and R33.16 in and near the city of Willits in the County of Mendocino. The 10-year term on the current E&TS expires on June 29, 2015. The survey was conducted in compliance with Section 627 and 40802 of the California Vehicle Code (CVC) for the use of radar speed surveillance. CVC Section 40802 establishes that an E&TS is valid for five years, or seven years if the arresting officer satisfies specific qualification criteria regarding radar speed surveillance training and operational standards, and up to 10 years, if in addition, a review determines that no significant changes in roadway or traffic conditions have occurred.

This survey will update the existing E&TS. The updated speed zones will be enforceable by radar surveillance methods.

RESULTS OF THE SURVEY:

EXISTING CONDITIONS:

State Route 20 is a conventional two-lane highway connecting to State Route 101 in the center of the city of Willits. This stretch of highway services the businesses and residences within the city as well as commuter traffic to Ft. Bragg and the coast. There are a total of 3 local road, at-grade intersections with State Route 20 within the survey limits. The highway ends at the intersection with Route 101 and is regulated by an 8-phase signal. Traffic volumes on this segment of highway between PM 32.20 and PM R33.159 range from 2,600 to 5,700 AADT, respectively.

Existing Speed Limits:

55 MPH	PM 32.20 to PM 32.40
40 MPH	PM 32.40 to PM 32.63
35 MPH	PM 32.63 to PM R32.90
30 MPH	PM R32.90 to PM R33.159

Existing Traffic Control Devices:

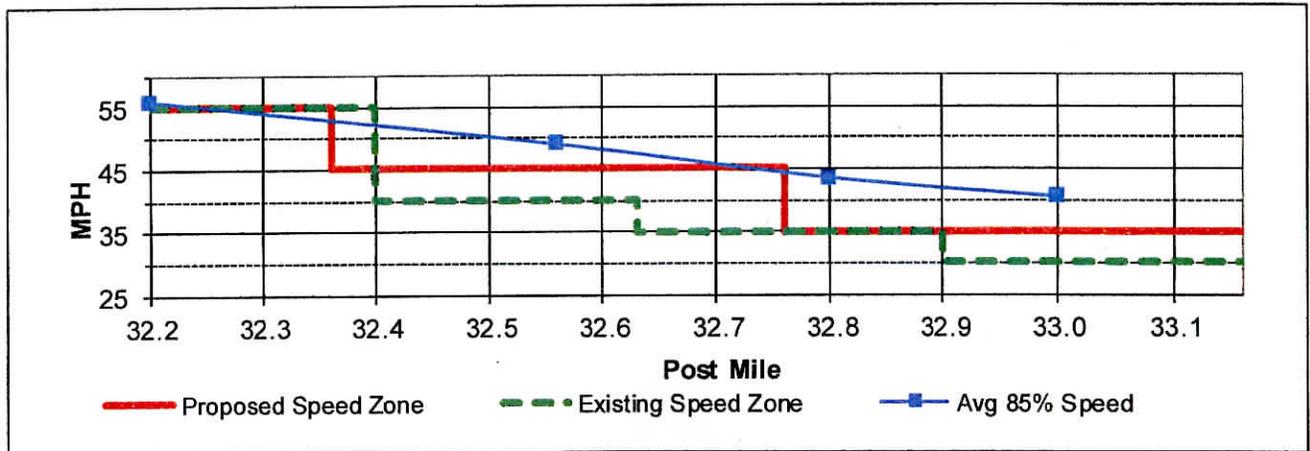
<u>PM</u>	<u>FEBT</u>	<u>FWBT</u>
32.20	R2-4 (40 MPH)	-----
32.40	R2 (40 MPH)	R2 (55 MPH)
32.41	W11-3 over W80 (XING)	-----
32.55	W11-2 (PED SYMBOL)	-----
32.63	R2 (35 MPH)	R2 (40 MPH)
32.64	-----	W11-3 over W80 (Xing)
32.72	W54(CA) (PED XING)	-----
32.80	-----	W54(CA) (PED XING)
32.88	-----	W11-2 (PED SYMBOL)
R32.90	R2 (30 MPH)	R2 (35 MPH)
R33.04	W3-3	-----
R33.12	-----	R2 (30 MPH)

SPEED STUDY:

On April 28, radar speed surveys were performed at 4 locations in the eastbound and westbound directions State Route 20 to determine the prevailing speeds through the speed survey. The survey included more than 800 vehicles between PM 32.20 and PM R33.159. A 55-mph zone borders the west side of the speed survey. Speed survey results are shown in the following table and chart:

SPEED SURVEY DATA SUMMARY - MPH

PM	EXISTING SPEED LIMIT	85TH		PROPOSED SPEED LIMIT	PACE	
		PERCENTILE WB	PERCENTILE EB		WB	EB
32.20	55	56	56	55	47-57	47-57
32.50	40	50	48	45	41-51	38-48
R32.80	35	43	44	35	34-44	33-43
R33.00	30	40	41	35	32-42	30-40



COLLISION REVIEW

A review was conducted for the three-year period between April 1, 2010 and March 31, 2013 of the recorded collisions along the entire speed zone between PM 32.20 and R33.159. There were 6 collisions on the section (2 Injury, and 4 Property Damage Only (PDO)) with the Primary Collision Factor (PCF) (2 of 6) cited as "Not Stated" and (2 of 6) cited as "Unknown". For total collisions, the actual collision rate was 1.21 collisions per million vehicle miles (COL/MVM), which is less than the statewide average rate of 2.05 COL/MVM for similar roadways. For fatal plus injury collisions, the actual collision rate was 0.40 COL/MVM, less than the statewide average rate of 0.82 COL/MVM for similar roadways. The overall AADT on the 0.96-mile section was 4,700 vehicles per day (vpd).

4 of 6 collisions involved westbound traffic, a different set of 4 of 6 collisions were associated with intersections. 5 of 6 collisions involved multiple vehicles but no collisions involved bicyclists or pedestrians.

A brief analysis for each proposed speed limit segment within the study section follows:

1. PROPOSED 55 MPH ZONE (PM 32.20 TO PM 32.36)

A review was made of the recorded collisions on the 0.16-mile segment 55-mph speed zone to the west of the community of Willits. There were no collisions during the 3-year period between April 1, 2010 and March 31, 2013. The statewide average collision rate is 0.79 COL/MV for similar roadways. The AADT was 2,600 vpd.

2. PROPOSED 45 MPH ZONE (PM 32.36 TO PM R32.76)

A review was made of the recorded collisions on the 0.40-mile segment 40/35-mph speed zone through the western edge of the city of Willits. There were no collisions during the 3-year period between April 1, 2010 and March 31, 2013. The statewide average collision rate is 1.05 COL/MV and the AADT was 4,600 vpd.

3. PROPOSED 35 MPH ZONE (PM R32.76 TO PM R33.159)

A review was made of the recorded collisions on the 0.399-mile segment through Willits. There were six (2 Injury, 4 PDO) collisions during the 3-year period between April 1, 2010 and March 31, 2013. The actual collision rate for this segment of highway is 0.96 COL/MV, which is less than the statewide average rate of 1.11 COL/MV for similar roadways. There was not a pre-dominant PCF and 4 of 6 collisions involved westbound vehicles. 4 of 6 collisions were coded to intersections. The AADT was 5,700 vpd.

COLLISION RATE SUMMARY TABLE

<u>Proposed Speed</u>			<u>Actual</u>	<u>Statewide Average</u>
<u>Limit (MPH)</u>	<u>From (PM)</u>	<u>To (PM)</u>	<u>COL/MVM</u>	<u>COL/MVM</u>
55	32.20	32.36	0.00*	0.79*
45	32.36	R32.76	0.00*	1.05*
35	R32.76	R33.159	0.96*	1.11*

* Indicates units are in COL/MV

ROADSIDE CONDITIONS

A review of the roadside environment did not reveal any extraordinary conditions not readily apparent to the driver. The presence of pedestrians, bicyclists, adverse weather conditions, and periodic high volumes should be readily apparent to motorists. They are expected to drive in accordance with the Basic Speed Law, which states: *No person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and surface and width of the highway, and in no event at a speed which endangers the safety of persons or property.*

RECOMMENDATIONS:

The District 1 Traffic Safety Office recommends changing the speed zone segments as follows:

<u>Existing Speed Zones</u>		<u>Proposed Speed Zones</u>	
40 MPH	PM 32.40 to PM 32.63	45 MPH	PM 32.36 to PM 32.76
35 MPH	PM 32.63 to PM 32.90	35 MPH	PM 32.76 to PM 33.159
30 MPH	PM 32.90 to PM 33.157		

BASIS FOR RECOMMENDATIONS:

The critical speed in each speed zones averaged between 9-11 MPH above the posted speed and were recorded at the midpoint of the speed zones. The recorded speeds and vehicle pace were generally the same values recorded in 1993, 1998 when the speed zone was updated, and in 2005 when the speed zone was again updated. Each update cited pedestrian safety as a factor for maintain a posted speed which was substantially below the recorded 85th percentile speed as well as the vehicle pace. This section is the "gateway segment" into the community and contains a 15MPH transitional speed reduction. The current speed zone is not supported by the critical speed nor by the collision rates which are less than the statewide average. Better driver compliance should result from the proposed standardized 10 MPH speed reduction with longer speed segments for driver adjustment. This should reduce speed variance and better provide for the safe and orderly movement of traffic into the community. Refer to the attached strip maps for layout and a graphic representation.

ENFORCEMENT:

Speed enforcement is provided by the Willits Police Department. The Superior Court of California, Mendocino County, has jurisdiction over the Willits area.

COMMUNICATIONS:

This E&TS was reviewed May 19, 2015, with Gerardo Gonzalez, the Willits Chief of Police, and July 7, 2015 by the Mendocino County Board of Supervisors. This E&TS will be forwarded to the Willits Police Department, the Ukiah CHP, and the Mendocino County Superior Court in Ukiah.

EFFECTIVE DATE:

This survey will become effective on the date of approval shown on the attached Order.



Prepared By: 
Darron Hill, P.E.
District 1 Asst. Traffic Safety Engineer

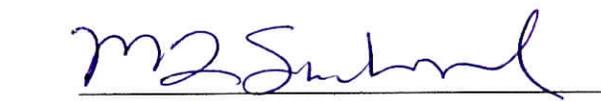
Approved by:



David A Morgan
Chief, Traffic Safety Office



Matt K Brady
Deputy District Director, Maintenance & Operations



✓ CHARLES C. FIELDER
District 1 Director

7/24/15

Date

Attachments: Strip Map (2 sheets)

**ORDER INCREASING AND DECREASING
SPEED LIMIT ON STATE HIGHWAY**

The Department of Transportation, pursuant to provisions of Section 22354 of the California Vehicle Code, having determined upon the basis of an engineering and traffic survey, that a speed of 55 mph is more than is reasonable and safe upon the portions of the State highway hereinafter described, and that the speed limits hereinafter specified are appropriate to facilitate the orderly movement of traffic and is reasonable and safe thereon; accordingly,

IT IS ORDERED, that a speed of 55 miles per hour be, and the same is determined and declared on and for State Highway 20, in the city of Willits in the eastbound and westbound lanes, from Post Mile 32.20, a point approximately 26 feet west of the centerline intersection with Pepperwood Way, to Post Mile 32.36, a point approximately 739 feet west of the centerline intersection with Cropley Lane.

IT IS ORDERED, that a speed of 45 miles per hour be, and the same is determined and declared on and for State Highway 20, in the city of Willits in the eastbound and westbound lanes, from Post Mile 32.36, a point approximately 739 feet west of the centerline intersection with Cropley Lane, to Post Mile 32.76, the centerline intersection with Blosser Road (Old Route 20).

IT IS ORDERED, that a speed of 35 miles per hour be, and the same is determined and declared on and for State Highway 20, in the city of Willits in the eastbound and westbound lanes, from Post Mile 32.76, the centerline intersection with Blosser Road, to Post Mile 33.159, the centerline intersection with State Route 101.

IT IS FURTHER ORDERED, that appropriate signs giving notice of the said speed limits be erected upon said State highway to indicate the change in speed limit and said speed limit shall be effective upon the erection of such signs.

Any previous orders restricting speeds on the above-described portion of said State highway are herewith revoked.

This order is made pursuant to the delegation of authority from the Director of Transportation to the District Directors of Transportation dated January 26, 1999.

DATED: 7/24/15

Charles C. Fielder
for Charles C. Fielder, District 1 Director



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**WILLITS CITY COUNCIL
MINUTES
WEDNESDAY, JUNE 24, 2014**

Mayor Burton called a regular meeting of the City Council to order at 6:30 p.m., in Council Chambers. The meeting was preceded by the pledge to the flag.

Roll Call: Councilmembers Larry Stranske, Madge Strong (arriving at 6:34), Holly Madrigal, Ron Orenstein, and Mayor Bruce Burton were present.

Also present were staff members: Adrienne Moore, City Manager; Jim Lance, City Attorney; Gerry Gonzalez, Police Chief; Rod Wilburn, Public Works Director; Susie Holmes, Finance Director/City Treasurer; and Cathy Sanders, Deputy City Clerk.

New Police K-9 Presentation: Willits Police Sergeant, Mark McNelley introduced his new K-9 Partner, Officer Lutz to the community. Officer Lutz is a 2 year old Black German Shepard, who has just returned from 5 weeks of training. The Police Department conducted a search for his name from the local middle school, with the winners being from a 5th grade class at Beachtel Grove School.

2. PUBLIC COMMUNICATIONS

John McKee asked the City Council to remove the planter boxes on Commercial Street, commenting that we are going to remove them for the 4th of July, and to please not put them back. Mike Sweeney thanked the City Council for approving the Franchise Agreement with Solid Waste of Willits, but also informed the City that we have further guidelines that need to be established following the Commencement Date. Mr. Sweeney presented a handout with the guidelines to the City Council.

3A. NOTICED PUBLIC HEARING TO CONDUCT ANNUAL REVIEW OF RATES AND CHARGES FOR THE WILLITS MUNICIPAL POOL, EFFECTIVE JULY 1, 2015

Pool Manager, Jake Stubberfield commented on this is his 2nd year as the pool manager, with several new lifeguards, which is requiring more training and more hours. Mr. Stubberfield informed the community of the hours of operation and that Water Aerobics is being offered again this year. It was also reported that the City will continue to explore a parks and recreation district. City Manager Moore, commented that staff has given recommendation for new pool fees, stating that the proposed fees still do not cover the full cost of pool operations.

Public Comment: Stephanie Ruben, Shawna Jeavons, Christine Felton, Christina Armstrong, Barbarie Gonzalez, Beth Riddel, Lou Meier, Saprina Rodriguez, Jamie Bouthillier, and Angela Stone all commented on how important it is to keep the pool open, for many different reasons. Some gave alternative revenue ideas and are willing to work with the City to implement them.

1st Motion

Moved by Stranske/Seconded by Burton to adopt a Resolution Approving Proposed City Fees and Charges, Effective July 1, 2015.

(Motion fails 2/2 with Strong and Burton dissenting, and Madrigal absent.)

2nd Motion

Moved by Strong/Seconded by Burton and carried (3-1, with Madrigal absent and Orenstein dissenting) to adopt a Resolution Approving Proposed City Fees and Charges, Effective July 1, 2015, with additional increases to the Open Swim Non-Profit Group Rate, and Swimming Lessons – Preschool Group Rate. New fees are as follow:

▪ Open Swim (Adults & Children)	\$ 5.00
▪ Open Swim – Swim Passes (20) (Adult & Children)	\$ 80.00
▪ Open Swim – Non-Profit Group Rate	\$ 3.00
▪ Water Aerobics – Adults	\$ 7.00
▪ Water Aerobics – Senior	\$ 6.00
▪ Water Aerobics – Family (up to 4)	\$ 20.00
▪ Water Aerobics – 20 Class Pass	\$125.00
▪ Adult Lap Swim – (per session)	\$ 5.00
▪ Adult Lap Swim – 20 Swim Pass	\$ 80.00
▪ Swimming Lessons – Preschool Group Rate	\$ 30.00 1 st Child \$ 25.00 each additional child

3B. DISCUSSION AND POSSIBLE ACTION TO ADOPT PROPOSED FISCAL YEAR 2015/2016 BUDGET .

Public Comment: None presented.

Moved by Strong/Seconded by Orenstein and carried unanimously to adopt Fiscal Year 2015/2016 Budget.

3C. UPDATE ON THE CITY'S EMERGENCY WATER SUPPLY PROJECT

Public Works Director Wilburn reported that the Ellis replacement well is almost completed; and finishing touches are being completed on the facility for the Emergency Water Plant. Mr. Wilburn commented "there is light at the end of the tunnel" this is a positive sign for the city. Councilmember Stranske thanked Mr. Wilburn and his staff for moving this project forward and getting it completed.

No action taken.

4. CONSENT CALENDAR

The following item(s) are recommended for approval:

- a. City Council Minutes:
 - a. City Council Minutes:
 - May 27, 2015 – **Approved**
 - June 10, 2015 – **PULLED**
 - June 12, 2015 – Special Meeting – **Approved**
 - June 19, 2015 – Special Meeting – **Approved**

Moved by Stranske/Seconded by Strong and carried unanimously to approve Consent Calendar item (a) minus the June 10, 2015 minutes.

5. INFORMATIONAL REPORTS

Matters that do not require action by the City Council but are of public interest.

- a. Disbursements Journal(s):
 - Warrant Nos. 26575-26581, Totaling \$34, 983.93
 - Warrant Nos. 26582-26586 – Voided
 - Warrant Nos. 26587-26680, Totaling \$328,394.97
- b. Alcohol License Application(s) to ABC:
 - Taqueria Maria – 1661 South Main Street

- c. Written Update from Caltrans Regarding the Willits Bypass Project

6. RIGHT TO APPEAL

None presented.

7. COMMISSIONS, AGENCIES AND AUTHORITIES

None presented.

8A. CITY MANAGER REPORTS

City Manager Moore reported on the following:

- The City was contacted by Our Daily Bread concerning serving bag lunches out of the City park until they're able to find a permanent location;
- Ells Field Airport Day will be held September 13th with this year's theme being – *"Hero's Fly In"*.
- Under the State Parks Grant, the City of Willits will be receiving an Electric Vehicle Charging Station, which will be located in the Skunk Train Depot parking lot. The new charging station will not be free, you will pay by credit card and once this station is in place, the City will look into updating the charge station that is located in the back parking lot of City Hall; and
- City Manager Moore will be on vacation for the next 3 weeks and Police Chief Gonzalez will be Acting City Manager in her absence. City Clerk Sanders will be the contact person at City Hall for any issues that need immediate attention.

9. DEPARTMENT RECOMMENDATIONS

a. Administration:

- City Clerk did not report.
- City Attorney Lance reported that the Remco discussion will resume at the July 22nd meeting, due to Councilmember Madrigal's absence from this meeting.
- Finance did not report.
- Human Resources did not report.

b. Public Safety:

- Fire Chief Magann reported that this year's fire season is far more advanced than last year, and warned everyone to be safe, take precautionary measures when concerning, water conservation, pets and livestock, abatement around your homes, and no fireworks.
- Police Chief Gonzalez reported that the department has been receiving calls regarding Fireworks over the 4th of July. No Fireworks, no drinking in public and no smoking in the parks are allowed;
- Hometown Celebration will be Thursday, June 25th and the Police Department is asking everyone to please watch for pedestrians; and
- The department has received a call from the Office of Emergency Services stating they are predicting unusually high temperatures this week; therefore the City will have the Community Center open for a cooling station.

c. Community Development – a Public Hearing will take place at the July 22nd meeting regarding the Use Permit for John's Place.

d. Public Works & Engineering:

- Public Works Director Wilburn reported that construction on Humboldt Street is underway with the hiring of local contractors to replace sidewalks, and assist City crews in repairing the leak on the corner of E. Commercial and Humboldt Street. There may be some inconvenience to nearby residents and businesses due to the fact that water service may be shut off from time to time;
- Monday June 29th the City crews will start work on Della Avenue to replace the waterline;
- The City has not yet received the Final Septic Rate Study, but is predicting an increase; and
- WIPF Construction will be conducting traffic control for the 4th of July Parade.

- e. Water & Wastewater Systems did not report.

10. CITY COUNCIL AND COMMITTEE REPORTS

- a. Mendocino Council of Governments (MCOG) did not meet. Next scheduled meeting is August 31st.
- b. Local Agency Formation Commission (LAFCO) did not meet.
- c. Mendocino Transit Authority (MTA) did not meet. Next scheduled meeting is June 25th.
- d. Mendocino Solid Waste Management Authority-Joint Powers Authority (MSWMA-JPA) met and discussed forming a General Manager Succession Plan, as there is not one at this time.
- e. Economic Development and Financing Corporation (EDFC) did not meet.
- f. League of California Cities met on July 17th in Trinidad and discussed Transit Occupancy Tax.
- g. Water & Wastewater Systems Committee did not meet.
- h. Revit-ED Committee did not meet.
- i. Finance Committee did not meet.
- j. Ad Hoc Committees
 - Caltrans Bypass Project – did not meet.
 - Willits Center for the Arts – did not meet, but are working on getting bids to repaint the Willits Center for the Arts.
- k. Other Committee Reports – no further reports.

11. COUNCIL MEMBER REPORTS AND RECOMMENDATIONS

None presented.

12. ENACTMENT OF ORDINANCES

None presented.

13. GOOD & WELFARE

None presented.

ADJOURNED TO CLOSED SESSION AT 8:24 P.M.

14. CLOSED SESSION NOTICE

- a. Conference with Legal Counsel Pursuant to Government Code §54956.9 – Initiation of Litigation: Keep the Code v. City of Willits and REACH Air Medical Services (Superior Court of the State of California – County of Mendocino, Case No. SCUM-CVPT-15-65648)
- b. 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)
- c. Conference with Labor Negotiators Pursuant to Government Code §54957.6 – Employee Organization(s): All
- d. Pursuant to Government Code §54957 – Public Employee (Annual) Performance Evaluation – City Manager (*Part 2 of 2 – continued from June 10, 2015*)

Council reconvened to open session at 9:51 p.m., with no action to report from Closed Session.

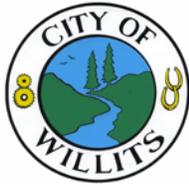
Moved by Orenstein/seconded by Stranske and carried unanimously to adjourn the meeting at 9:51 p.m

BRUCE BURTON, Mayor

ATTEST:

CATHY SANDERS, Deputy City Clerk

COUNCIL MEETING RECORDINGS: City Council meetings are video recorded and broadcast live on the 2nd and 4th Wednesday of each month on Public Access Channel 3 and rebroadcast on Saturday and Sunday at 5:00 p.m. on Government Channel 64. DVD's are available for check-out or may be purchased (with advance notice) for \$15.00 at City Hall.



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

**WILLITS CITY COUNCIL
SPECIAL MEETING MINUTES
WEDNESDAY, JULY 22, 2015**

Mayor Burton called a special meeting of the City Council to order at 5:34 p.m., in Council Chambers.

Roll Call: Councilmembers Larry Stranske, Madge Strong, Holly Madrigal, Ton Orenstein and Mayor Bruce Burton were present.

Also present were staff members: Adrienne Moore, City Manager; Susie Holmes, Finance Director/City Treasure; and Cathy Sanders, City Clerk.

ADJOURNED TO CLOSED SESSION AT 5:35 p.m.

2. CLOSED SESSION NOTICE

- a. Conference with Labor Negotiators Pursuant to Government Code §54957.6 – Employee Organization(s): All

Council reconvened to open session at 6:20 p.m., with no action to report from Closed Session

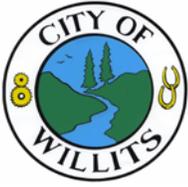
3. ADJOURNMENT

Meeting was adjourned at 6:21 p.m.

BRUCE BURTON, Mayor

ATTEST:

CATHY SANDERS, Deputy City Clerk



Item No. **4b**

Meeting Date: **August 12, 2015**

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Adrienne Moore, City Manager

Agenda Title: ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF WILLITS' SUSTAINABLE TRANSPORTATION PLANNING GRANT – "WILLITS MAIN STREET CORRIDOR ENHANCEMENT PLAN"

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

Summary of Request: The City was awarded a Sustainable Transportation Planning Grant for the "Willits Main Street Corridor Enhancement Plan". The City submitted the grant application in October 2014 and received notification of the grant award in March 2015. Pursuant to the grant program requirements, the City must adopt a resolution authorizing the City Manager to execute agreements with the California Department of Transportation.

Recommended Action: Adopt resolution authorizing the City Manager to execute agreements with the California Department of Transportation for the City's Sustainable Transportation Planning Grant – Willits Main Street Corridor Enhancement Plan.

Alternative(s): N/A

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. 2015-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLITS AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION RELATED TO THE CITY OF WILLITS' SUSTAINABLE TRANSPORTATION PLANNING GRANT – "WILLITS MAIN STREET CORRIDOR ENHANCEMENT PLAN"

WHEREAS, the City Council of the City of Willits is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, a Fund Transfer Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the City of Willits wishes to delegate authorization to execute these agreements and any amendments thereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willits, authorizes the City Manager, or designee, to execute all Fund Transfer Agreements and any amendments thereto with the California Department of Transportation related to the City of Willits' Sustainable Transportation Planning Grant – "Willits Main Street Corridor Enhancement Plan".

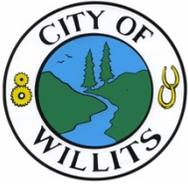
The above and foregoing Resolution was introduced by Councilmember _____ seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Willits, held on the 12th day of August, 2015, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

CATHY SANDERS
City Clerk



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Susie Holmes, Finance Director

Agenda Title: DISCUSSION AND POSSIBLE ACTION TO ADOPT A RESOLUTION ESTABLISHING A PRIVATE SEWER LATERAL REPAIR LOAN PROGRAM AS REQUIRED BY TERMS OF RIVER WATCH SETTLEMENT AND APPROPRIATING FUNDING FOR THE PROGRAM

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

Summary of Request: In June 2014, the City settled a Clean Water Act lawsuit filed by California River Watch, pursuant to the terms of a written Settlement Agreement. One of the terms agreed to requires the City to establish a low interest loan program to partially fund the repair or replacement of private sewer laterals and cleanouts, and to invest \$35,000 into the revolving loan fund. The relevant portions of the Agreement contain the following language:

3. *Within 120 days of the Effective Date, the City shall set up a revolving loan program (“Loan Program”) to provide partial loans for the replacement or repair of private sewer laterals, including installation of property line clean outs as follows:*

a. *The City shall invest \$35,000 (Thirty Five Thousand Dollars) into the Loan Program.*

b. *The Loan Program shall provide a low interest loan to eligible property owners in an amount not to exceed \$2,500 (Twenty-Five Hundred Dollars) for each eligible private sewer lateral requiring repair or replacement and/or property line clean out installation.*

c. *A property owner shall be considered eligible for the Loan Program if the City determines that the private sewer lateral is failing and/or that the property does not have a property line clean out, and the repair or replacement and/or installation can be completed within 120 (one hundred twenty) days to the application for the Loan Program.*

d. *The City shall set the interest rate, financing terms, financing amount, and terms of repayment for the Loan Program.*

e. *The City shall publicize, advertise and otherwise promote the Loan Program to property owners within its service area and shall set forth procedures for eligible property owners to apply for the Loan Program.*

Several other North Bay cities have established similar lateral repair loan programs and some have instead established grant programs to reimburse homeowners with a portion of the repair costs. It is recommended that the City’s loan program consist of an application process that describes the need for lateral or clean out repairs or installation and cost estimates provided by a licensed plumber. After confirmation of the needed services and approval of a loan application costs incurred up to a maximum of \$2,500 would be reimbursed following execution of the borrower’s promissory note secured by deed of trust. It is recommended that the interest rate be approximately 3% and that the entire balance be paid monthly over a three-year term. In view of the small amount of the loans, and to encourage applications, it is recommended that City forego the requirement of a lenders title policy but require the borrowers to advance the cost for ordering a credit report, for recording the trust deed, and for notary and document preparation. Notes should include a “due on sale” provision and acceleration in the event of default. A description of the proposed lateral loan program is attached. Finally, upon approval of the program, the City is required to promote and publicize the program.

Recommended Action: Approve the proposed private sewer lateral repair loan program and appropriating funding in the amount of \$35,000 for the program.

Alternative(s): None recommended.

Fiscal Impact: \$35,000 and staff time to administer the program.

Personnel Impact: Unknown, however, estimated at a minimum of six total staff hours per application.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

RESOLUTION NO. 2015-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLITS ESTABLISHING A SEWER LATERAL REPAIR LOAN PROGRAM AND APPROPRIATING FUNDS FOR THE PROGRAM

WHEREAS, the City of Willits recognizes that the quality of our local wastewater system is fundamentally important to our community's health and safety; and

WHEREAS, in addition to the sewer collection system that is the City's responsibility, aging private sewer facilities must also be repaired or replaced in order to ensure the health and safety of our community; and

WHEREAS, City was sued in 2013 by California River Watch, which alleged that the City was in violation of the Clean Water Act associated with the City's operation of the City's sewer plant and associated sewer collection system; and

WHEREAS, the City settled that lawsuit pursuant to the terms of a Settlement Agreement with California River Watch, dated June 5, 2014 (the "Agreement"), wherein the City agreed to set up a revolving low interest loan program ("Loan Program") according to terms recited in the Agreement, to provide partial loans for the replacement or repair of private sewer laterals, including the installation of property line clean outs, and to invest \$35,000 into the Loan Program.

NOW THEREFORE, the City Council of the City of Willits does hereby resolve as follows:

1. Funds in the amount of \$35,000 are appropriated for the Sewer Lateral Loan Program (Fund _____); and
2. The attached and incorporated by reference City of Willits Sewer Lateral Loan Program is established and staff is directed to formulate the appropriate documents and implement and administer the program.

The above and foregoing Resolution was introduced by Councilmember _____ seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Willits, held on the 12th day of August, 2015, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

CATHY SANDERS
City Clerk

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
25347	10/31/14	S & S AUTO	1434 SMOG UNIT 251	50.00CR	523896	30254		P M H 100.1022.2044.000
26814	07/15/15	HEIKEN/ERIK	4342 PER DIEM	40.00CR	523895	150714		P N H 100.1020.2106.000
26824	07/15/15	MARTIN'S ELECTRIC	4795 EQUIP REPAIR	205.56CR	523887	20334		P N H 501.5015.2041.000
26881	07/17/15	MENDO-LAKE CREDIT UN	104 DIRECT DEPOSIT	350.00	523888	150717		P N H 690.237
26882	07/17/15	AFLAC	4036 125 PLAN POLICY PRE	1,306.65	523889	884565		P N H 690.246
26883	07/17/15	MASSMUTUAL RETIREMEN	4870 DEFERRED COMPENSATI	1,805.18	523890	1507017		P N H 690.236
26884	07/17/15	FRANCHISE TAX BOARD	695 PAYROLL DEDUCTION	672.64	523891	150717		P N H 690.233
26885	07/17/15	PERS	256 EMPLOYER CONTRIBUT	10,579.97	523892	150717		P N H 690.229
26885	07/17/15	PERS	256 EMPLOYEE CONTRIBUTI	7,593.60	523892	150717		P N H 690.230
				18,173.57	*CHECK TOTAL			
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	247.66	523893	150720		P N H 100.1001.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	956.55	523893	150720		P N H 100.1002.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATI	1,331.46	523893	150720		P N H 100.1003.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	45.44	523893	150720		P N H 100.1016.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	45.44	523893	150720		P N H 100.1010.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	406.71	523893	150720		P N H 100.1011.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	397.62	523893	150720		P N H 100.1015.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	199.94	523893	150720		P N H 100.1016.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATI	4,431.46	523893	150720		P N H 100.1020.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATI	2,478.86	523893	150720		P N H 100.1021.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGAT	15,323.75	523893	150720		P N H 100.1022.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	702.08	523893	150720		P N H 100.1023.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	177.22	523893	150720		P N H 100.1041.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	102.24	523893	150720		P N H 100.1042.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	127.24	523893	150720		P N H 100.1050.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	65.89	523893	150720		P N H 200.2003.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	43.17	523893	150720		P N H 201.2010.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	783.87	523893	150720		P N H 201.2011.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	24.99	523893	150720		P N H 201.2012.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATI	1,047.44	523893	150720		P N H 202.2020.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	22.72	523893	150720		P N H 409.4090.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	640.73	523893	150720		P N H 501.5010.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATI	1,165.59	523893	150720		P N H 501.5011.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATI	1,949.46	523893	150720		P N H 501.5013.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	72.71	523893	150720		P N H 501.5014.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	358.99	523893	150720		P N H 501.5015.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	677.09	523893	150720		P N H 503.5030.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATI	5,621.18	523893	150720		P N H 503.5031.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATI	1,924.47	523893	150720		P N H 503.5033.1014.000
26886	07/20/15	CALPERS	4985 RETIREMENT OBLIGATION	209.03	523893	150720		P N H 503.5034.1014.000
				41,581.00	*CHECK TOTAL			

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
		GENERAL CHECK FORM						
26887	07/27/15	R E M I F	135 MEDICAL INS PREMIU	68,484.00	523894	150727		P N H 690.231
26887	07/27/15	R E M I F	135 DENTAL INS PREMIUM	4,742.00	523894	150727		P N H 690.231
26887	07/27/15	R E M I F	135 VISION INS PREMIUM	858.00	523894	150727		P N H 690.231
				74,084.00	*CHECK TOTAL			
		GENERAL CHECK FORM	TOTAL	137,677.48				

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
26958	07/31/15	WILLITS KIDS CLUB	3981 PAYROLL DEDUCTION	20.00	523897	150731		P N H 690.248
26959	07/31/15	MENDO-LAKE CREDIT UN	104 DIRECT DEPOSIT	350.00	523898	150731		P N H 690.237
26960	07/31/15	AFLAC	4036 125 PLAN POLICY PRE	1,306.65	523899	87653		P N H 690.246
26961	07/31/15	MASSMUTUAL RETIREMEN	4870 DEFERRED COMPENSATI	1,805.18	523900	150731		P N H 690.236
26962	07/31/15	FRANCHISE TAX BOARD	695 PAYROLL DEDUCTION	18.96	523901	150731		P N H 690.233
26963	07/31/15	PERS	256 EMPLOYER CONTRIBUT	10,877.36	523902	150731		P N H 690.229
26963	07/31/15	PERS	256 EMPLOYEE CONTRIBUTI	7,771.41	523902	150731		P N H 690.230
				18,648.77	*CHECK TOTAL			
GENERAL CHECK FORM			TOTAL	22,149.56				

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
26888	07/30/15	ADLER TANK RENTALS	4977 DEMOBILIZATION	900.00	523789	4120395		P N W 503.5031.4003.038
26889	07/30/15	ARAMARK UNIFORM SERV	4065 MATS/MOPS/RAGS	762.57	523837	150630		P N W 100.1016.2199.000
26889	07/30/15	ARAMARK UNIFORM SERV	4065 MATS/RAGS	557.56	523837	150630		P N W 501.5013.2199.000
26889	07/30/15	ARAMARK UNIFORM SERV	4065 MATS	18.26	523837	150630		P N W 100.1040.2081.030
26889	07/30/15	ARAMARK UNIFORM SERV	4065 MATS	18.26	523837	150630		P N W 100.1042.2081.030
				1,356.65	*CHECK TOTAL			
26890	07/30/15	ARTS COUNCIL	4320 MEMBERSHIP	50.00	523791	150730		P N W 600.601
26891	07/30/15	AT&T	4123 POLICE DEPT	538.83	523788	150703		P N W 100.1020.2015.000
26891	07/30/15	AT&T	4123 PUBLIC WORKS	97.51	523788	150703		P N W 100.1040.2015.000
26891	07/30/15	AT&T	4123 ENGINEERING	97.51	523788	150703		P N W 100.1042.2015.000
26891	07/30/15	AT&T	4123 POOL	15.75	523788	150703		P N W 100.1030.2015.000
26891	07/30/15	AT&T	4123 SEWER PLANT	102.86	523788	150703		P N W 501.5013.2015.000
26891	07/30/15	AT&T	4123 WATER PLANT	68.06	523788	150703		P N W 503.5030.2015.000
26891	07/30/15	AT&T	4123 AIRPORT	34.66	523788	150703		P N W 500.5001.2110.000
26891	07/30/15	AT&T	4123 WCAC	31.91	523788	150703		P N W 600.601
26891	07/30/15	AT&T	4123 4601-2-3 40%	391.95	523788	150703		P N W 100.1002.2015.000
26891	07/30/15	AT&T	4123 24%	235.17	523788	150703		P N W 265.2650.2015.000
26891	07/30/15	AT&T	4123 12%	117.58	523788	150703		P N W 265.2650.2015.000
26891	07/30/15	AT&T	4123 12%	117.58	523788	150703		P N W 100.1015.2015.000
26891	07/30/15	AT&T	4123 12%	117.58	523788	150703		P N W 100.1010.2015.000
26891	07/30/15	AT&T	4123 PLANNING 9341 2/3	23.18	523788	150703		P N W 265.2650.2015.000
26891	07/30/15	AT&T	4123 1/3	11.59	523788	150703		P N W 100.1010.2015.000
				2,001.72	*CHECK TOTAL			
26892	07/30/15	AT&T	4615 WATER	171.50	523790	150719		P N W 503.5030.2015.000
26893	07/30/15	AT&T MOBILITY	4253 POLICE	41.91	523838	07202015		P N W 100.1020.2015.000
26894	07/30/15	AUTO MART AUTO REPAI	4791 VEHICLE MAINT UNIT 25	382.36	523877	19002		P M W 100.1022.2044.000
26895	07/30/15	BANK OF AMERICA	10 AC ADAPTER	14.05	523839	150718		P N W 100.1003.2055.000
26895	07/30/15	BANK OF AMERICA	10 CALPELRA CONFERENCE	1,395.00	523839	150718		P N W 100.1040.2105.000
26895	07/30/15	BANK OF AMERICA	10 WATER PLANT INTERNET	49.99	523839	150718		P N W 503.5030.2015.000
26895	07/30/15	BANK OF AMERICA	10 FEMA TRAINING SHERMAN	551.68	523839	150718		P N W 100.1015.2105.000
26895	07/30/15	BANK OF AMERICA	10 ADOBE ACROBAT SUBSCRIP	14.99	523839	150718		P N W 100.1003.2041.000
26895	07/30/15	BANK OF AMERICA	10 9-1-1 UPGRADE	21.61	523839	150718		P N W 651.6510.2199.000
26895	07/30/15	BANK OF AMERICA	10 FRONTIER DAYS	76.67	523839	150718		P N W 100.1020.2199.000
26895	07/30/15	BANK OF AMERICA	10 CHIEFS MTG REFRESHMENT	32.99	523839	150718		P N W 100.1020.2199.000
				2,156.98	*CHECK TOTAL			
26896	07/30/15	BLUE TARP FINANCIAL	4909 SWIVEL PHENOLIC	31.11	523793	33182557		P N W 501.5013.2041.000
26896	07/30/15	BLUE TARP FINANCIAL	4909 1 YEAR HOTLINE RENEWAL	39.99	523794	33283903		P N W 501.5013.2041.000
				71.10	*CHECK TOTAL			
26897	07/30/15	BUD GARMAN CONSTRUCT	4769 DELLA AVE DUMP TRUC	4,342.50	523792	12-1178		P M W 503.5031.4003.001

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
26898	07/30/15	CALIFORNIA BUILDING	4318 BSF FEES OCT-DEC 2014	50.20	523798	150720		P N W 600.605
26899	07/30/15	CB&I ENVIRONMENTAL	4257 ANNUAL GWM REPORT	5,651.50	523797	876018R800501		P N W 213.2133.2081.030
26900	07/30/15	CDW-G	4018 DATA STATION FOR BO	2,490.36	523842	WV31367	003726	P N W 651.6510.2199.000
26900	07/30/15	CDW-G	4018 HARD DRIVES/DATA ST	1,424.35	523843	WX07997		P N W 651.6510.2199.000
				3,914.71	*CHECK TOTAL			
26901	07/30/15	CEB	4280 LEGAL UPDATE	750.00	523796	10418631		P N W 100.1004.2050.000
26902	07/30/15	CLEARLY MENDOCINO WA	4221 WATER	60.00	523840	150731		P M W 100.1020.2199.000
26903	07/30/15	COUNTY OF MENDOCINO	197 COURT/STATE FEES PARKI	62.50	523841	150708		P N W 100.1020.2081.030
26904	07/30/15	DEPARTMENT OF TRANSP	581 SIGNALS & LIGHTING	270.34	523795	SL150944		P N W 200.2003.2081.023
26905	07/30/15	EBA ENGINEERING INC	3985 PCMP & NON-WATER CAP	162.25	523804	27955		P N W 213.2133.2081.030
26906	07/30/15	EEL RIVER FUELS	28 DIESEL FUEL	115.88	523800	411075		P N W 100.126
26906	07/30/15	EEL RIVER FUELS	28 DIESEL FUEL	439.37	523801	411419		P N W 100.126
26906	07/30/15	EEL RIVER FUELS	28 FUEL	1,130.41	523802	412104		P N W 100.125
26906	07/30/15	EEL RIVER FUELS	28 DIESEL FUEL	303.01	523803	412074		P N W 100.126
26906	07/30/15	EEL RIVER FUELS	28 DYED DIESEL	73.84	523846	412435		P N W 501.5013.2044.000
26906	07/30/15	EEL RIVER FUELS	28 DIESEL	516.79	523847	412437		P N W 100.126
				2,579.30	*CHECK TOTAL			
26907	07/30/15	FISHER WIRELESS	4105 PD RADIO MAINT AUG	1,266.30	523844	1648		P N W 100.1020.2041.000
26908	07/30/15	FRED PRYOR SEMINARS	4563 MASTERINE EXCEL SEMIN	299.00	523805	150731		P N W 100.1003.2105.000
26909	07/30/15	GIBBS/KATIE	.09450 NATIONAL CRAFT WEEK RE	50.00	523807	150720		P N W 600.601
26910	07/30/15	GOLDEN STATE OVERNIG	4728 EVIDENCE SHIPPING	13.23	523845	2866961		P N W 100.1022.2101.031
26911	07/30/15	GRAINGER	173 PULL BOX ENCLS	44.22	523806	9788422740		P M W 503.5031.4003.038
26912	07/30/15	GROUNDWATER & ENVIRO	4939 UST GRNDWTR MONITO	11,404.62	523808	723588		P N W 201.2011.2081.030
26912	07/30/15	GROUNDWATER & ENVIRO	4939 UST GRNDWTR MONITOR	4,020.00	523809	726306		P N W 201.2011.2081.030
				15,424.62	*CHECK TOTAL			
26913	07/30/15	HEIKEN/ERIK	4342 PER DIEM 7/17/2015	40.00	523848	150730		P N W 100.1020.2106.000
26914	07/30/15	HOUSE DOCTOR PAINT S	281 PAINT SUPPLIES	257.67	523810	7963		P N W 503.5031.4003.038
26915	07/30/15	I B E W	255 EMPLOYEE CONTRIBUTION	443.05	523811	150717		P N W 690.235
26916	07/30/15	INIVEN	4983 IAT RELAY	107.59	523812	102		P N W 503.5031.2041.000

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
26917	07/30/15	JDS	4324 PARKING CITATION ADMI	100.00	523849	5467		P N W 100.1020.2081.030
26918	07/30/15	JIM-N-I RENTALS	4968 STEEL PLATE	1,762.44	523813	47066		P M W 503.5031.4003.001
26919	07/30/15	KILLION/FRED	4607 JANITORIAL	130.00	523814	PW&ENG15/16-01		P M W 100.1042.2081.030
26919	07/30/15	KILLION/FRED	4607 JANITORIAL	130.00	523814	PW&ENG15/16-01		P M W 100.1040.2081.030
26919	07/30/15	KILLION/FRED	4607 CITY HALL JANITORIAL	800.00	523815	150722		P M W 100.1016.2061.020
				1,060.00	*CHECK TOTAL			
26920	07/30/15	L.N. CURTIS & SONS	4716 BALLISTIC VEST	821.75	523850	1341032-00		P N W 100.1022.2101.033
26921	07/30/15	LES SCHWAB TIRES INC	4015 VEHICLE MAINT	137.32	523816	63700094782		P N W 503.5031.2044.000
26922	07/30/15	LITTLE LAKE AUTO PAR	46 VEHICLE MAINT SUPPLIES	54.57	523879	297552		P N W 501.5013.2041.000
26922	07/30/15	LITTLE LAKE AUTO PAR	46 VEHICLE MAINT SUPPLIE	129.17	523880	297667		P N W 501.5011.2041.000
26922	07/30/15	LITTLE LAKE AUTO PAR	46 VEHICLE MAINT SUPPLIES	72.34	523881	298733		P N W 501.5011.2041.000
26922	07/30/15	LITTLE LAKE AUTO PAR	46 VEH MAINT	8.63	523882	299945		P N W 100.1022.2044.000
26922	07/30/15	LITTLE LAKE AUTO PAR	46 MOLY MP GRS CART	43.14	523883	302025		P N W 100.1041.2041.000
26922	07/30/15	LITTLE LAKE AUTO PAR	46 GL BLACK	6.48	523884	298410		P N W 100.1022.2044.000
				314.33	*CHECK TOTAL			
26923	07/30/15	MCC CONTROL SYSTEMS	4682 IRRIGATIONS PUMP RE	1,530.00	523820	2001834		P N W 501.5013.2041.000
26924	07/30/15	MEAD & HUNT INC	4031 ALP UPDATE	10,762.15	523819	253111		P N W 500.5001.2081.030
26925	07/30/15	MENDOCINO CONSTRUCTI	4500 EXCAVATION DELLA W	26,117.70	523822	2435		P N W 503.5031.4003.001
26926	07/30/15	MENDOCINO JANITORIAL	4255 JANITORIAL	1,100.00	523821	706161		P M W 100.1016.2061.020
26927	07/30/15	MOTOSPORTS OF UKIAH	4971 EQUIPMENT MAINT	383.55	523818	521646		P N W 501.5013.2041.000
26928	07/30/15	MR. ROOTER PLUMBING	4753 PULL/RESET TOILET	145.00	523817	06972		P N W 100.1016.2045.000
26929	07/30/15	NICKOLAUS & HAEG, LL	4432 CONSULTANT SERVICES	1,850.00	523824	150630		P M W 100.1005.2081.030
26930	07/30/15	NOR-CAL RECYCLED ROC	4067 SLURRY	8,477.00	523825	10078		P N W 503.5031.4003.001
26930	07/30/15	NOR-CAL RECYCLED ROC	4067 CONCRETE	496.00	523826	10075		P N W 503.5031.4003.038
26930	07/30/15	NOR-CAL RECYCLED ROC	4067 CONCRETE	798.67	523827	10076		P N W 503.5031.4003.038
26930	07/30/15	NOR-CAL RECYCLED ROC	4067 CONCRETE	5,596.74	523828	10077		P N W 503.5031.4003.001
26930	07/30/15	NOR-CAL RECYCLED ROC	4067 SLURRY/CONCRETE	8,917.42	523829	10138		P N W 503.5031.4003.001
26930	07/30/15	NOR-CAL RECYCLED ROC	4067 SLURRY/CONCRETE/ACC	4,977.54	523830	10010		P N W 503.5031.4003.001
26930	07/30/15	NOR-CAL RECYCLED ROC	4067 SLURRY	5,298.13	523831	10011		P N W 503.5031.4003.001
26930	07/30/15	NOR-CAL RECYCLED ROC	4067 SLURRY	6,357.75	523832	10009		P N W 503.5031.4003.001
				40,919.25	*CHECK TOTAL			
26931	07/30/15	NTU TECHNOLOGIES	211 WATER PLANT CHEMICALS	242.00	523823	9097		P N W 503.5033.2101.034
26932	07/30/15	P G & E COMPANY	114 CITY HALL	2,093.77	523835	150727		P N W 100.1016.2110.000
26932	07/30/15	P G & E COMPANY	114 PD RADIO	10.18	523835	150727		P N W 100.1020.2110.000
26932	07/30/15	P G & E COMPANY	114 PUBLIC WORKS	392.20	523835	150727		P N W 100.1040.2110.000

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
26932	07/30/15	P G & E COMPANY	114 ENGINEERING	136.10	523835	150727		P N W 100.1042.2110.000
26932	07/30/15	P G & E COMPANY	114 PARKS	1,748.73	523835	150727		P N W 100.1050.2110.000
26932	07/30/15	P G & E COMPANY	114 STREET LIGHTS	5,485.02	523835	150727		P N W 201.2010.2110.000
26932	07/30/15	P G & E COMPANY	114 AIRPORT	379.47	523835	150727		P N W 500.5001.2110.000
26932	07/30/15	P G & E COMPANY	114 SP COLLECTION	51.56	523835	150727		P N W 501.5011.2110.000
26932	07/30/15	P G & E COMPANY	114 SEWER	17,877.75	523835	150727		P N W 501.5013.2110.000
26932	07/30/15	P G & E COMPANY	114 WATER	1,745.99	523835	150727		P N W 503.5033.2110.000
26932	07/30/15	P G & E COMPANY	114 ENGINEERING	122.79	523835	150727		P N W 100.1042.2110.000
26932	07/30/15	P G & E COMPANY	114 PARKS	101.64	523835	150727		P N W 100.1050.2110.000
26932	07/30/15	P G & E COMPANY	114 SEWER	32.65	523835	150727		P N W 501.5013.2110.000
26932	07/30/15	P G & E COMPANY	114 WATER	20.69	523835	150727		P N W 503.5033.2110.000
26932	07/30/15	P G & E COMPANY	114 PUBLIC WORKS	122.79	523835	150727		P N W 100.1040.2110.000
				30,321.33	*CHECK TOTAL			
26933	07/30/15	PACE SUPPLY CORP	12 EMERG WTR LINE SUPP	9,850.59	523836	150730		P N W 503.5031.4003.038
26933	07/30/15	PACE SUPPLY CORP	12 DELLA AVE	24,115.39	523836	150730		P N W 503.5031.4003.001
26933	07/30/15	PACE SUPPLY CORP	12 HUMBOLT ST	1,390.60	523836	150730		P N W 503.5031.2101.038
26933	07/30/15	PACE SUPPLY CORP	12 MISC SUPPLIES	1,000.62	523836	150730		P N W 501.5013.2041.000
				36,357.20	*CHECK TOTAL			
26934	07/30/15	PACIFIC INTERNET INC	1442 EMAIL SERVICE	92.50	523878	150720		P N W 100.1003.2041.000
26935	07/30/15	PETERSON	208 EXCAVATOR	18,411.46	523833	G0316201		P M W 100.1041.4002.000
26935	07/30/15	PETERSON	208 EXCAVATOR	18,411.46	523833	G0316201		P M W 501.5011.4002.000
26935	07/30/15	PETERSON	208 EXCAVATOR	18,411.46	523833	G0316201		P M W 503.5031.4002.000
26935	07/30/15	PETERSON	208 EXCAVATOR WORK TOOL	1,052.05	523834	G0316301		P M W 100.1041.4002.000
26935	07/30/15	PETERSON	208 EXCAVATOR WORK TOOL	1,052.04	523834	G0316301		P M W 501.5011.4002.000
26935	07/30/15	PETERSON	208 EXCAVATOR WORK TOOL	1,052.04	523834	G0316301		P M W 503.5031.4002.000
26935	07/30/15	PETERSON	208 CAP SREWS	173.69	523851	PC060125720		P M W 503.5031.4003.038
26935	07/30/15	PETERSON	208 EQUIP MAINT	972.45	523852	SW060020400		P M W 501.5013.2041.000
				59,536.65	*CHECK TOTAL			
26936	07/30/15	PITNEY BOWES	4507 POSTAGE	1,117.71	523867	150712		P N W 100.1002.2055.000
26937	07/30/15	RAMMING/TIM	127 POSTCARDS/POSTERS	89.74	523856	3676		P M W 600.601
26938	07/30/15	RAO CONSTRUCTION	4984 HUMBOLDT ST REHAB	118,248.40	523854	1		P M W 207.2070.4003.002
26939	07/30/15	RON'S MUFFLER SERVIC	137 VEHICLE MAINT UNIT 23	520.92	523853	39182		P M W 100.1022.2044.000
26940	07/30/15	ROUND TREE GLASS INC	138 SIDE WINDOW UNIT 253	13.78	523855	65274		P M W 100.1022.2044.000
26941	07/30/15	S & S AUTO	1434 SMOG UNIT 251	50.00	523858	30254		P M W 100.1022.2044.000
26942	07/30/15	SCOTT'S TANKS	4275 CAM LOCK FITTINGS	35.48	523860	33696		P M W 501.5011.2041.000
26943	07/30/15	SIEBERT/JAMES	.09451 RENTAL REFUND	75.00	523857	150723		P N W 100.1050.4211.000

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
26944	07/30/15	SLEEPER/JED	4981 ANT KILLER	32.71	523859	A351082		P N W 100.1030.2101.045
26945	07/30/15	STATE DEPT OF CONSER	275 SMIP FEES OCT-DEC 201	233.92	523799	150720		P N W 600.607
26946	07/30/15	STATE OF CALIFORNIA	534 CON CREW	225.38	523885	128904		P N W 503.5033.2045.000
26946	07/30/15	STATE OF CALIFORNIA	534 CON CREW	450.76	523885	128904		P N W 100.1050.2101.045
26946	07/30/15	STATE OF CALIFORNIA	534 CON CREW	225.38	523885	128904		P N W 100.1041.2101.045
26946	07/30/15	STATE OF CALIFORNIA	534 CON CREW	450.76	523885	128904		P N W 500.5001.2045.000
				1,352.28	*CHECK TOTAL			
26947	07/30/15	THOMSON REUTERS - WE	4122 LEGAL UPDATES	137.85	523861	832198725		P N W 100.1004.2050.000
26948	07/30/15	UKIAH PAPER SUPPLY I	164 BATH TISSUE	172.78	523863	443904		P N W 100.1050.2101.045
26948	07/30/15	UKIAH PAPER SUPPLY I	164 DISINFECTANT	77.36	523864	444968		P N W 100.1050.2101.045
				250.14	*CHECK TOTAL			
26949	07/30/15	UNDERGROUND SERVICE	430 ANNUAL MEMBERSHIP	162.65	523865	15070339		P M W 201.2012.2101.045
26950	07/30/15	UNITED PARCEL SERVIC	165 SHIPPING	3.58	523862	958793305		P M W 501.5010.2055.000
26950	07/30/15	UNITED PARCEL SERVIC	165 SHIPPING	3.58	523862	958793305		P M W 503.5031.4003.038
26950	07/30/15	UNITED PARCEL SERVIC	165 SHIPPING	3.58	523862	958793305		P M W 503.5031.4003.038
26950	07/30/15	UNITED PARCEL SERVIC	165 SHIPPING	17.66	523862	958793305		P M W 100.1002.2055.000
				28.40	*CHECK TOTAL			
26951	07/30/15	VERIZON	4871 POLICE	1.03	523866	9749029992		P N W 100.1020.2015.000
26951	07/30/15	VERIZON	4871 PUBLIC WORKS	5.59	523866	9749029992		P N W 100.1040.2015.000
26951	07/30/15	VERIZON	4871 CODE ENFORCEMENT	7.24	523866	9749029992		P N W 100.1011.2015.000
26951	07/30/15	VERIZON	4871 SEWER	61.30	523866	9749029992		P N W 501.5013.2015.000
26951	07/30/15	VERIZON	4871 WIFI HOTSPOT	38.01	523866	9749029992		P N W 100.1020.2015.000
				113.17	*CHECK TOTAL			
26952	07/30/15	W P O A	262 EMPLOYEE CONTRIBUTION	973.94	523869	150717		P N W 690.234
26953	07/30/15	WELLS FARGO EQUIPMEN	4677 PRINCIPAL	4,352.42	523868	10386853		P N W 501.5011.3001.000
26953	07/30/15	WELLS FARGO EQUIPMEN	4677 INTEREST	212.06	523868	10386853		P N W 501.5011.3002.000
				4,564.48	*CHECK TOTAL			
26954	07/30/15	WESTAMERICA BANK	4161 PRINCIPAL	4,092.40	523886	150727		P N W 501.5011.3001.000
26954	07/30/15	WESTAMERICA BANK	4161 INTEREST	218.39	523886	150727		P N W 501.5011.3002.000
				4,310.79	*CHECK TOTAL			
26955	07/30/15	WILLITS KIDS CLUB	3981 PAYROLL DEDUCTION	20.00	523870	150717		P N W 690.248
26956	07/30/15	WIPF/ERNEST	1032 VACTOR AT WELL	1,310.00	523871	36925		P M W 503.5031.4003.038
26956	07/30/15	WIPF/ERNEST	1032 VACTOR POT HOLE DELLA	937.50	523872	36901		P M W 503.5031.4003.001
26956	07/30/15	WIPF/ERNEST	1032 4TH OF JULY TRAFFIC	2,460.00	523873	36989		P M W 200.2003.2081.030
26956	07/30/15	WIPF/ERNEST	1032 VACTOR WATER LEAK HWY	520.00	523874	37008		P M W 503.5031.2101.035
26956	07/30/15	WIPF/ERNEST	1032 CASING RAM DELLA S	11,255.50	523875	37056		P M W 503.5031.4003.001
				16,483.00	*CHECK TOTAL			

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
		GENERAL CHECK FORM						
26957	07/30/15	YOKUM'S BODY SHOP, I	4609 VEHICLE MAINT UNIT	2,165.25	523876	2605		P N W 100.1022.2044.000
		GENERAL CHECK FORM	TOTAL	407,453.98				

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

DATE: August 3, 2015

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

FROM: Building Department, City of Willits

RE: Permit Completion for Month of July, 2015

PARCEL#	WORK DONE	ADDRESS	VALUE	DATE	PERMIT #
The following permits were issued.					
006-043-10	Tearoff reroof	357 McKinley St.	\$3,000	7/01/15	8394
007-130-02	Repair roof damage	1580 S. Main St.	1,500	7/07/15	8395
006-052-31	Pre-engineered steel carport	352 S. Lenore Ave.	2,000	7/08/15	8396
007-110-05	Repair water damage	1484 S. Main St.	5,000	7/10/15	8397
007-232-56	Const. 1808 sq. ft. SFD	422 Grove St.	257,920	7/14/15	8398
007-160-13	Overlay reroof	1501 Baechtel Rd.	10,000	7/14/15	8399
005-214-02	Remodel residential apartment	47 E. Mendocino Ave.	10,500	7/16/15	8400
006-073-25	Replace siding on motel	452 S. Main St.	5,000	7/22/15	8401
007-091-06	Repair/replace siding	1431 S. Main St.	2,500	7/28/15	8402
005-130-17	Const. 26,000 sq. ft. retail store	305 E. Commercial St.	1,916,000	7/28/15	8403
005-130-20	Overlay reroof	405 E. Commercial St.	2,500	7/29/15	8404
COMPLETED PROJECTS					
006-043-10	Tearoff reroof	357 McKinley St.	\$3,000	7/14/15	8394
007-232-30	8.8 kw Roof mount PV solar array	433 Grove St.	10,000	7/13/15	8356
006-141-17&18	Whole house remodel	105 E. Oak St	58,960	7/10/15	8325
007-130-02	Repair damage to roof overhang	1580 S. Main St.	1,500	7/09/15	8395

9006-110-23	Whole house remodel	325 Ft. Bragg Rd.	35,000	7/07/15	8321
038-020-32	Modular office buildings (REACH)	1310 Poppy Dr.	100,000	6/24/15	8349
007-232-18	Const. 1808 sq. ft. SFD	270 Haehl Creek Ct.	257,920	7/07/15	8330
006-222-14	Const. 30 sq. ft. bathroom addition	1056 Poplar Ave.	2,500	7/27/15	8326
007-280-14	Replace tub with tile shower	204 Bonnie Ln.	1,500	7/27/15	8379
007-110-05	Repair water damage	1484 S. Main St.	5,000	7/28/15	8397
007-210-18	Grading and site development	1 Marcela Dr.	500,000	7/31/15	7990
007-210-18	Signage	1 Marcela Dr.	47,500	7/31/15	8272
007-210-18	Backup generator system	1 Marcela Dr.	362,000	7/31/15	8090

John Sherman
City of Willits Building Inspector



Item No. 11a

Meeting Date: August 12, 2015

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Councilmember Madge Strong

Agenda Title: DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTIONS CONSENTING TO INCLUSION OF CITY PROPERTIES IN THE CALIFORNIA HOME FINANCE AUTHORITY PACE PROGRAMS AND ASSOCIATE MEMBERSHIP IN CALIFORNIA HOME FINANCE AUTHORITY

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 15 min.

Summary of Request: California Home Finance Authority (“CHF”), which is in the process of formally changing its name to Golden State Finance Authority, is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Act”) and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the “Authority JPA”).

CHF has established two Property Assessed Clean Energy (“PACE”) financing programs for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. By offering low cost financing, CHF’s PACE programs allow construction of these projects to proceed and, in the process, stimulate building activity and the overall local economy, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners.

CHF contracts with Ygrene Energy Fund CA LLC (Ygrene) to serve as the program administrator and to operate the Ygrene Works for California PACE financing program.

PACE Financing Programs

CHF has established two PACE programs under the legislative authority of two separate California PACE laws:

SB 555 PACE Community Facilities District: Senate Bill 555 amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code and particularly in accordance with sections 53313.5(l) and 53328.1(a) (“Mello-Roos Act”), to allow for the creation of Community Facilities Districts (“CFDs”) for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

Individual properties can be annexed into the district and be subject to the special tax that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the CFD and (ii) each participating owner provides its unanimous written approval for annexation of its property into the PACE CFD.

AB 811 PACE Contractual Assessment Program: By the passage of Assembly Bill 811, the California State Legislature added Chapter 29 to the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure.

As with the SB 555 CFD, properties can be annexed into the AB 811 PACE program and be subject to the property tax assessment that is imposed to repay project financing only if (i) the Council adopts a resolution

consenting to the inclusion of parcels in the incorporated areas of the City within the program and (ii) each participating owner consents in writing to the annexation of its property into the PACE program.

On March 12, 2013, the City of Willits approved opting in to the Mendocino County Clean Energy Program (MCCEP) and adoption of Resolution No. 2014-12 allowing inclusion of land within the Territorial Jurisdiction of the City into Mendocino County's Community Facilities District No. 2013-1. Adding the CHF PACE programs, to be administered by Ygrene, provides more options for City property owners. It will not add to or require any additional responsibilities for the City.

JPA ASSOCIATE MEMBERSHIP

To participate in the PACE programs, the City must become an Associate Member of CHF (JPA Agreement attached). Associate membership requires no dues or other costs to the City, but permits participation in all CHF programs including the PACE program. The attached resolutions approve joining the JPA as an Associate Member. Pursuant to the JPA Agreement and CHF Board Resolution 15-01, the Executive Director has the authority to approve the addition of new Associate Members to the JPA.

PROGRAM AUTHORIZATION BEING SOUGHT

CHF is in the process of seeking validation judgments for both the SB 555 and the AB 811 programs from the Superior Court for the County of Sacramento. However, CHF intends to only implement ONE of the above PACE programs. Once the court enters the validation judgments, CHF will select the PACE program it believes will provide property owners with the greatest flexibility. The other PACE program will not be implemented unless changes in the PACE laws warrant changing or adding that option.

In support of CHF's approach, the Council is being asked to pass two resolutions that would approve the following actions:

The first resolution authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHF SB 555 Community Facilities District.

The second resolution authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHF AB 811 Authority PACE Program.

Each resolution also authorizes CHF (1) to accept applications from property owners within the City's incorporated area to finance authorized improvements; and (2) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owners.

Following are additional PACE program considerations:

- Supports development of renewable energy sources, installation of energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment.
- Only property owners who voluntarily choose to participate in the program will be subject either to assessments or special taxes, depending on which program CHF decides to implement.
- Program financing provides for an affordable method for many property owners to reduce their energy costs and improve their properties.
- Because program financing can be readily transferred upon sale, even owners who are planning to sell have the ability to make responsible and beneficial improvements to their property.
- While early payment premiums apply in some circumstances, property owners can choose to pay off the program financing at any time.
- The City incurs no financial obligations as a result of program participation.
- Once the Council passes the resolutions, the City will incur no costs, and no staff time is required for administration or funding of the PACE program.

Recommended Action: 1) Adopt Resolution consenting to Inclusion of Properties within the City's Incorporated Area in CHF Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements and approving associate membership in CHF; and 2) adopt Resolution consenting to Inclusion of Properties within the City's Incorporated Area in the CHF PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and approving associate membership in CHF.

Alternative(s): None recommended.

Fiscal Impact: There are no fiscal impacts associated with the recommended actions. There is no cost to the City to become an associate member of the JPA or by opting into the PACE programs described in this report. The City will have no administrative responsibilities, marketing obligations, or financial obligations associated with the PACE program.

Personnel Impact: None.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

RESOLUTION NO. 2015-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLITS CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

Recitals

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Willits is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council of the City of Willits finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

The above and foregoing Resolution was introduced by Councilmember _____ seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Willits, held on the 12th day of August, 2015, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

CATHY SANDERS
City Clerk

Exhibit A
JPA Agreement
[to be inserted]

RESOLUTION NO. 2015-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLITS CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Willits (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case

of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

The above and foregoing Resolution was introduced by Councilmember _____ seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Willits, held on the 12th day of August, 2015, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

CATHY SANDERS
City Clerk

Exhibit A
JPA Agreement
[to be inserted]

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated: _____

By: _____

Name: _____

Title: _____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County



FACT SHEET

Identity Golden State Finance Authority (GSFA), is a joint powers authority and a duly constituted public entity and agency, existing under and by virtue of Articles 1 through 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California.

Golden State Finance Authority (GSFA) was formerly known as California Rural Home Mortgage Finance Authority or CRHMFA Homebuyers Fund, (CHF). A formal name change is pending.

Founded 1993

Headquarters Sacramento, California

Joint Powers Authority (JPA)

Membership

Member Counties (33)	Alpine County	Lake County	Plumas County
	Amador County	Lassen County	San Benito County
	Butte County	Madera County	Shasta County
	Calaveras County	Mariposa County	Sierra County
	Colusa County	Mendocino County	Siskiyou County
	Del Norte County	Merced County	Sutter County
	El Dorado County	Modoc County	Tehama County
	Glenn County	Mono County	Trinity County
	Humboldt County	Napa County	Tuolumne County
	Imperial County	Nevada County	Yolo County
	Inyo County	Placer County	Yuba County

Associate Member Counties (21)	Alameda County	Sacramento County	Solano County
	Contra Costa County	San Bernardino County	Sonoma County
	Fresno County	San Diego County	Stanislaus County
	Kern County	San Francisco County	Tulare County
	Kings County	San Joaquin County	Ventura County
	Monterey County	San Luis Obispo County	Independent Cities
	Orange County	San Mateo County	Finance Authority
	Riverside County	Santa Cruz County	(ICFA)

Associate Member Cities (2)	Palmdale (Los Angeles County)	San Jose (Santa Clara County)
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Mission	To provide a source of financing for individuals and families without resources to purchase a home or make energy efficiency improvements.
What We Do	<p>Offer a variety of affordable housing programs, including but not limited to mortgage loan programs with low down payment requirements and competitive interest rates, down payment assistance in the form of grants or second mortgages, mortgage credit certificate tax credit programs for homebuyers, and competitive financing options for energy efficiency improvement projects.</p> <p>Programs are available within GSFA Member and Associate Member regions, as well as statewide, depending on the individual program.</p>
Californian's Served	Over the past 20 years GSFA has helped more than 47,300 individuals and families purchase homes and 1,275 homeowners make energy efficiency home upgrades.
Market Leadership	<p>From January 1993 to the present, GSFA has:</p> <ul style="list-style-type: none"> • Assisted 47,300 individuals and families to purchase homes in California; • Provided \$57.6 million in down payment assistance grants; • Participated in over \$6.7 billion in loan financing of first and second mortgages; • Issued over \$2.7 billion in tax exempt and taxable mortgage revenue bonds; and • Helped 1,275 homeowners energy upgrade their residential property(ies).