

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

WILLITS CITY COUNCIL AGENDA

DECEMBER 9, 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. Nomination and Appointment of Mayor
- b. Nomination and Appointment of Vice Mayor
- c. Discussion and Possible Action Regarding Application for an Alcohol Beverage License – John's Place, 151 N. Main Street

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:
 - October 14, 2015
 - October 28, 2015
 - November 10, 2015 – Special Meeting
- b. Resolution Approving Memorandum of Understanding Between City and International Brotherhood of Electrical Workers, Effective December 9, 2015 – December 31, 2018
- c. Resolution Approving and Authorizing Adjustment to Salaries and Benefits for Unrepresented Employees
- d. Resolution Approving 2014 Mendocino County Multi-Hazard Mitigation Plan Including Appendix K for the City of Willits

5. **INFORMATIONAL REPORTS**

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

- a. Disbursements Journal(s):
 - Warrant Nos. 27389-27395, Totaling \$17,609.36
 - Warrant Nos. 27396-27467, Totaling \$237,066.78
 - Warrant Nos. 27468-27472, Totaling \$48,163.66
 - Warrant Nos. 27473-27557, Totaling \$393,667.11
 - Warrant Nos. 27558-27569, Totaling \$27,412.17
 - Warrant Nos. 27570-27647, Totaling 327,725.81
- b. Building Inspection Activity Report(s) – October, November 2015
- c. Business License Activity Report(s) – October, November 2015
- d. Water Usage/Revenue Chart(s) – October 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. Update on Emergency Preparedness
- b. Other Verbal Reports – No Action

9. DEPARTMENT RECOMMENDATIONS

- a. Administration (City Clerk, Finance, Human Resources, Legal)
 - (1) Discussion and Possible Adoption of Resolution to Authorize the Refunding of the City's Outstanding Sewer Revenue Bond of 1993 (Series A) and Approve and Direct the Execution and Delivery of Certain Financing Documents in Connection Therewith
- b. Public Safety
 - (1) Discussion and Possible Approval to Adjust Entry Level Police Recruit Salary to a New Salary Range for the Purpose of Attracting More Qualified Applicants
- c. Community Development
 - (1) Discussion and Possible Action to Authorize the Filing of Special Assessment Lien on Property Located at 620 South Coast Street for Recovery of Code Enforcement Costs and Administrative Fines
- d. Public Works & Engineering
 - (1) Discussion and Possible Approval of Construction Contract with Flexi-Liner, for Installation of a Tank Liner for the Three Million Gallon Water Tank, in an Amount Not to Exceed \$210,711, and Authorize City Manager to Execute Contract
- 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

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)

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 5th day of December, 2015.
Cathy Moorhead, City Clerk*



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Dusty Duley, Contract Planner

Agenda Title: DISCUSSION AND POSSIBLE ACTION REGARDING APPLICATION FOR AN ALCOHOLIC BEVERAGE LICENSE: JOHN'S PLACE, TO BE LOCATED AT 151 NORTH MAIN STREET IN WILLITS.

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 10 min.

Summary of Request: An application for an Alcohol Beverage License has been received from the Department of Alcoholic Beverage Control (ABC) for a full service bar "John's Place", to be located at 151 North Main Street in Willits.

The property is zoned Community Commercial (C1) and the operation of a full service bar is subject to obtaining a Use Permit in the C1 zoning district. The owners of John's Place received approval of a conditional Use Permit (#U 15-01) from the City Council on October 28, 2015 to allow for the establishment of a full service bar at this location.

A number of conditions of approval were placed on the Use Permit to mitigate potential impacts related to aesthetics, land use compatibility, noise, and police services. A copy of the Use Permit with final conditions of approval has been provided to ABC. Additional conditions may be required by ABC as part of their issuance of the Alcohol Beverage License.

Recommended Action: Staff recommends that the City Council receive and file the application for an Alcoholic Beverage License applied for by John's Place.

Alternative(s): The City Council may request ABC to include certain conditions for any Alcoholic Beverage License beyond the conditions of approval identified in the Use Permit.

Fiscal Impact: None.

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 2015-22

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILLITS
APPROVING CONDITIONAL USE PERMIT #U-15-01**

WHEREAS, Daniel W. and Jeanne Chesser has made application to the Willits Planning Commission for a Conditional Use Permit in accordance with the Willits Zoning Ordinance (No. 82-4, and as amended), Chapter 17.74, to operate a full service bar on property which is in a Community Commercial (C1) zoning district located at 151 North Main Street, more specifically described as Assessor Parcel Number 005-110-07, in the City of Willits, County of Mendocino, State of California; and,

WHEREAS, a Mitigated Negative Declaration was prepared for the Project and noticed and made available for agency and public review for the proposed project in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, The Willits Planning Commission, at its regular meeting held on the 28th of October, 2015, carefully reviewed the application materials before them and received public testimony on the matter; and,

WHEREAS, the Willits Planning Commission has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Planning Commission regarding the Mitigated Negative Declaration and the Project.

NOW, THEREFORE BE IT RESOLVED, that the Willits Planning Commission makes the following findings;

Environmental Finding:

- A. The Planning Commission finds that no significant environmental impacts would result from the proposed projects which are not adequately mitigated through the conditions of approval or features of the project design; therefore, a Mitigated Negative Declaration is adopted.

General Plan Finding:

- A. The proposed project is consistent with the property General Plan designation of Commercial-General (C-G) and with applicable goals and policies of the General Plan as subject to the Conditions of Approval found in Exhibit A of the resolution.

Project Findings:

- A. That the site for the proposed use is adequate in size and shape to accommodate the use of all yards, spaces, walls and fences, parking, loading, landscaping and other features required by this title to adjust the use with land and uses in the neighborhood;

The applicant is utilizing an existing building and parking lot to support the project. No new construction or variance to standards is proposed or required to support the project. Findings can be made.

- B. That the site for the proposed use relates to street and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use;

Access to the site is provided from an existing 36 foot wide driveway off U.S. Highway 101 that solely serves the subject property. The California Department of Transportation reviewed the project request and is not requiring any changes to the Highway. The Highway is in adequate condition to support the project. Findings can be made.

- C. That the proposed use will have no adverse effect upon adjoining or other properties. In making this determination, the commission shall consider the proposed locations of improvements on the site; vehicular ingress, egress and internal circulation; setbacks; height of buildings; walls; and fences; landscaping; outdoor lighting; signs, such other characteristics as will affect surrounding property;

As discussed in the Initial Study and staff report, the project does have the potential to adversely affect nearby properties due to outdoor lighting and excessive noise. Mitigation measures have been identified in Condition Numbers 1, 4 and 5 to mitigate these potentially significant impacts to a less than significant level. Findings can be made.

- D. That the proposed use is consistent with the objectives and policies of the general plan;

As discussed throughout the Initial Study, the project is consistent with the General Plan, provided the applicant adheres to the conditions of approval. Findings can be made.

- E. That the conditions established by the commission for the conditional use permit are deemed necessary to protect the public health, safety and general welfare. . .”

All the conditions of approval established are necessary to mitigate potentially significant impacts and/or bring the project into conformance with the General Plan, Zoning Ordinance and applicable regulations as noted throughout the Initial Study and staff report. Findings can be made.

BE IT FURTHER RESOLVED that the Willits Planning Commission hereby certifies the Mitigated Negative Declaration and the Mitigation Monitoring Program set forth in the Conditions of Approval. The Planning Commission certifies that the Mitigated Negative Declaration has been completed, reviewed, and considered, together with the comments received during the public review process, in compliance with CEQA, and finds that the Mitigated Negative Declaration reflects the independent judgment and analysis of the Planning Commission.

BE IT FURTHER RESOLVED that the Willits Planning Commission hereby grants the requested Use Permit #U-15-01, subject to the Conditions of Approval in Exhibit "A", attached hereto.

The above and foregoing Resolution was introduced by Commissioner Stranske seconded by Commissioner Madrigal, and passed and adopted at a regular meeting of the Planning Commission of the City of Willits, held on the 28th day of October, 2015, by the following vote:

AYES: Stranske, Strong, and Burton
NOES: Madrigal and Orenstein
ABSENT: None



BRUCE BURTON, Chair
Planning Commission of the City of Willits

ATTEST:


CATHY MOORHEAD
City Clerk

EXHIBIT A

CONDITIONS OF APPROVAL USE PERMIT #U-15-01 October 28, 2015

APPROVED PROJECT DESCRIPTION:

Use Permit to allow for on-site sale, service and consumption of alcoholic beverages (full service bar) within an existing vacant 1,800± square foot building.

CONDITIONS OF APPROVAL:

Aesthetics

- **1. All future external lighting, whether installed for security, safety or landscape design purposes, shall be shielded, downcast or shall be positioned in a manner which will prevent direct glare onto adjacent parcels or streets.

The applicant is required to submit a lighting plan to the Community Development Department for approval prior to building occupancy.

Air Quality

2. The unpaved access road and parking lot shall be maintained in such a manner as to ensure minimum dust generation and shall be subject to pertinent Air Quality Management District regulations.

Geology and Soils

3. All grading and site preparation, at a minimum, shall adhere to the following "Best Management Practices": The applicant shall submit to the Community Development Department an acknowledgement of these grading and site preparation standards.
- a. That adequate drainage controls be constructed and maintained in such a manner as to prevent contamination of surface and/or ground water, and to prevent erosion.
 - b. The applicant shall endeavor to protect and maintain as much vegetation on the site as possible, removing only as much as required to conduct the operation.
 - c. All concentrated water flows, shall be discharged into a functioning storm drain system or into a natural drainage area well away from the top of banks.
 - d. Temporary erosion control measures shall be in place at the end of each day's work, and shall be maintained until permanent protection is established.
 - e. Erosion control measures shall include but are not limited to: seeding and mulching exposed soil on hill slopes, strategic placement of hay bales below areas subject to sheet and rill erosion, and installation of bioengineering.

Noise

- **4. Windows and doors shall not be left open during the operation of the bar where noise impacts the surrounding area. Adequate ventilation shall be provided so that openings to the outside can be closed when the bar is at full capacity.

Impacts to sensitive land uses in the area from excessive noise are most likely to occur during nighttime hours. Those being impacted are likely to contact the bar operator, City Police Department and Community Development Department. Verified noise complaints will be documented and staff will follow up with the applicant. Failure of applicant to minimize noise impacts from amplified music may result in revocation of this permit.

- **5. Amplified music is prohibited. This condition is not intended to be applied to radios, jukeboxes, karaoke machines or similar devices that are typically associated with a bar

Staff will provide the City Police Department with a copy of permit conditions of approval and specifically notify them of the amplified music limitations. Should the Department become aware of live music occurring in violation of this condition, the Department will notify the bar operator and the Community Development Department. Verified noise complaints will be documented and staff will follow up with applicant. Failure of applicant to adhere to amplified music noise limitations may result in revocation of this permit.

6. The applicant shall supply a list of voluntary measures that the applicant may take should verified noise complaints be received by the City of Willits Police Department or the Community Development Department.

Fire Protection

7. All buildings shall meet all pertinent building and fire codes for fire sprinkler systems, adequate water for fire flows, and provisions for fire prevention and suppression to the satisfaction of the City of Willits Building Inspector and Little Lake Fire Protection District Fire Chief. All connections to water utilities shall be completed to the satisfaction of the City of Willits Water Department.

Police Protection

- **8. Exterior lighting shall be installed as necessary to adequately illuminate the parking lot area as well as the front of the business. This lighting will insure the safety of patrons and discourage loitering. Lighting should not be so bright that it acts as an irritant, but also not so dim that it can conceal customers' activities. The applicant shall submit a lighting plan to the Community Development Department for approval prior to occupancy.

The applicant shall contact the Community Development Department after all lighting has been installed to ensure that lighting has been installed per approved lighting plan and meets the intent of this condition.

- **9. The applicant shall install fencing around the bar and parking lot to the satisfaction of the Willits Police Department and Community Development Department.

The applicant shall meet with the Chief of Police and Community Development Department staff to review a fencing plan that is appropriate to deter trespassing while maintaining public safety.

- **10. The Chief of Police shall be notified a minimum of ten (10) days in advance of special events that may attract larger than normal crowds. The Chief of Police may require the owner/operator to provide additional licensed security personnel on site to provide adequate crowd control. Any measures identified by the Chief of Police shall become part of this entitlement.

The Chief of Police shall provide the Community Development Department with a list of any measures being required of the applicant. A copy shall be placed in the project file.

- **11. The applicant shall implement a video camera safety plan which includes, at a minimum:

- a. Digital video camera system which records activity of patrons and employees at building entrances and exits as well as in the parking lot.
- b. Video recordings must be stored and retrievable for a minimum period of seven days from the time of recording.
- c. Video clarity must be such that a person's facial features can be identified from the video.
- d. The video system must be engaged, and recording at all times, while the establishment is open to the public. The system must be maintained in working order at all times.
- e. The video system must be approved by the Willits Police Department before it is installed to ensure compliance with these requirements, and approved again after the system is operational.

Applicant shall immediately notify the Chief of Police if there is any failure to the video camera system. Failure to fix the video camera system in a timely fashion may result in revocation of this permit.

Transportation/Traffic

12. Applicant shall install and maintain markings for all parking spaces to the satisfaction of the Community Development Department.
13. Applicant shall provide off-street parking consistent with Chapter 17.52 of the Willits Zoning Code.
14. The applicant shall complete driveway and sidewalk improvements identified by the California Department of Transportation (Caltrans) in their letter to staff dated February 3, 2015 or other alternatives as identified by Caltrans. The applicant shall provide a letter to staff from Caltrans stating that improvements have been completed to their satisfaction.
15. Prior to any work within State rights of way, the applicant shall obtain an encroachment permit from the California Department of Transportation.
16. Applicant shall install a bike rack to accommodate a minimum of two bicycles

Solid Waste/Recycling

17. Prior to occupancy of any buildings, the applicant shall submit a plan to the Community Development Department identifying adequate area for storage of garbage and recyclable materials/receptacles. The storage area shall be accessible to the city's franchise waste hauler with containers designed to be consistent with current methods of collection. Prior to occupancy of any buildings, the applicant shall submit to the Community Development Department written verification that the plan for garbage and recyclables has been reviewed and accepted by the city's franchise hauler.

Alcoholic Beverage Control

18. The applicant shall comply with the Department of Alcoholic Beverage Control (ABC) laws and regulations. Suspension of the applicant's license by the ABC may constitute sufficient cause or basis for review and possible revocation of a conditional use permit.
19. Prior to the sale of alcoholic beverages, a copy of the Department of Alcoholic Beverage Control (ABC) license, along with any special conditions imposed by ABC, shall be submitted to the

Community Development Department for the file. Any conditions that are more restrictive than those set forth in this approval shall be adhered to.

Hours of Operation

20. Total sales, service and consumption of alcoholic beverages shall be permitted only between the hours of 9:00 a.m. and 2:00 a.m. each day of the week.

Exterior Signage

21. Alcohol related signage on the exterior of the building(s) is prohibited. The intent of this condition is to help disguise the true use of the structure.

Permit Expiration

22. This permit is issued for a period of two years, and shall expire on October 28, 2017. The applicant has the sole responsibility for renewing this permit before the expiration date. The City will not provide a notice prior to the expiration date.

Standard Conditions

23. The applicant shall obtain all necessary permits and fully comply with all the requirements of the Fire, Health, Water, Sewer, Building and Public Works Departments of the City of Willits.
24. The application and supplementary information submitted by the applicant shall be come entitlements of this permit and compliance therewith shall be mandatory.
25. The City, its officers, agents and employees may inspect this property at any time and the applicant agrees not to deny or impede access to the subject property for the City.
26. This permit may be revoked by the City of Willits at any time for violation of any of the terms and conditions of this permit by the owner or applicant.
27. The permit shall have no force or effect unless, and until, accepted and the terms thereof agreed to, in writing, by the applicant.

Fish and Wildlife Fee

28. This entitlement does not become effective or operative and no work shall be commenced under this entitlement until the California Department of Fish and Wildlife filing fees required or authorized by Section 711.4 of the Fish and Game Code are submitted to the City of Willits Community Development Department. Said fee of \$2260.00 shall be made payable to the Mendocino County Clerk and submitted to the City of Willits Community Development Department. within 5 days of the end of any appeal period. Any waiver of the fee shall be on a form issued by the Department of Fish and Wildlife upon their finding that the project has "no effect" on the environment. Failure to pay this fee by the specified deadline may result in the entitlement becoming null and void. **The applicant has the sole responsibility to insure timely compliance with this condition**

*** Indicates conditions relating to Environmental Considerations - deletion of these conditions may affect the issuance of a Mitigated Negative Declaration.*

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 50 D ST
 ROOM 130
 SANTA ROSA, CA 95404
 (707) 576-2165

File Number: **563708**
 Receipt Number: **2328476**
 Geographical Code: **2304**
 Copies Mailed Date: **November 6, 2015**
 Issued Date:

Ameadd

DISTRICT SERVING LOCATION: **SANTA ROSA**
 First Owner: **CHESSER, DANIEL WESLEY**
 Name of Business: **JOHNS PLACE**
 Location of Business: **151 N MAIN ST**
WILLITS, CA 95490-3125
 County: **MENDOCINO**

Is Premise inside city limits? **Yes** Census Tract **0107.00**

Mailing Address: **1411 BLOSSER LN**
 (If different from premises address) **WILLITS, CA 95490-4107**

Type of license(s): **48**

Transferor's license/name: **535778 / CHESSER, DANIEL WESLEY** Dropping Partner: Yes ___ No ___

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
48 - On-Sale General Public	PREMISE TO PREMISE TRANSFER	P0	Y	0	11/03/15	\$100.00
Total						\$100.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of MENDOCINO Date: November 3, 2015

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

CHESSER, DANIEL WESLEY

CHESSER, JEANNE LOUISE

RECEIVED

NOV 12 2015

CITY OF WILLITS



Item No. **4b**

Meeting Date: December 9, 2015

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Adrienne Moore, City Manager

Agenda Title: ADOPT RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WILLITS AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1245, EFFECTIVE DECEMBER 9, 2015 – DECEMBER 31, 2018

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

Summary of Request: It is recommended that the City Council ratify the tentative agreement reached on November 24, 2015 between the City's negotiating team and IBEW Local 1245, and subsequently approved by City Council in closed session on November 30, 2015, with the key items summarized below:

- 1) Compensation: A 2.5% salary increase, effective the first full pay period following adoption of this MOU; a one-time payment in the amount of \$1,000, payable in December 2016; and a 2.5% salary increase, effective the first full pay period following January 1, 2018.
- 2) Creation of Maintenance Worker Class Series: The parties agree to meet promptly, following adoption of this MOU, to discuss the creation of a Maintenance Worker class series and related salary schedules, with a target implementation of July 1, 2016.
- 3) Health Care Premium Contributions: Effective July 1, 2016, the City shall the full annual deductible as well as the monthly premium toward a REMIF HSA (Health Savings Account) for employee and dependents. Employees choosing a REMIF-sponsored plan other than the HSA shall be required to pay as a monthly premium contribution the difference in premium cost between the HSA plan and the plan chosen by the employee.

Recommended Action: Adopt Resolution approving the Memorandum of Understanding between the City and IBEW Local 1245, effective December 9, 2015 – December 31, 2018.

Alternative(s): None recommended.

Fiscal Impact: First year \$15,000; second year \$32,500; third year \$31,000. Cumulative increase of \$78,500 annually to the general fund in year three, if no other budgetary adjustments are made.

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 APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WILLITS AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1245, EFFECTIVE DECEMBER 9, 2015 – DECEMBER 31, 2018

WHEREAS, duly authorized representatives of the City of Willits and duly authorized representatives of the International Brotherhood of Electrical Workers (IBEW) Local 1245, have met and conferred pursuant to the provisions of the Meyers-Milias-Brown Act and have agreed to the matters set forth in the Memorandum of Understanding attached hereto, subject to the approval of said Memorandum of Understanding by the City Council of the City of Willits; and

WHEREAS, the Willits City Council has reviewed the Memorandum of Understanding (MOU) for employees under the umbrella of IBEW Local 1245, for the term of December 9, 2015 through December 31, 2018, and approves of the terms and conditions contained therein, which authorizes a two and one-half percent (2.5%) salary increase, effective the first full pay period following adoption of this MOU; a one-time payment in the amount of \$1,000, payable in December 2016 and subject to all applicable taxes; and a two and one-half percent (2.5%) salary increase to the IBEW Salary Schedule, effective the first full pay period following January 1, 2018; and

WHEREAS, the parties agree to meet promptly, following adoption of this MOU, to discuss the creation of a Maintenance Worker class series and related salary schedules, with a target implementation of July 1, 2016; and

WHEREAS, effective July 1, 2016, the City shall fund the full annual deductible as well as the monthly premium toward a REMIF HSA (Health Savings Account) for employee and dependents; and

WHEREAS, employees choosing a REMIF-sponsored plan other than the HSA shall be required to pay as a monthly premium contribution the difference in premium cost between the HSA plan and the plan chosen by the employee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Willits approves the Memorandum of Understanding attached hereto for employees under the umbrella of IBEW Local 1245, for the term of December 9, 2015 through December 31, 2018, and authorizes:

- 1) A two and one-half percent (2.5%) salary increase, effective the first full pay period following adoption of this MOU, which shall be reflected in the City's standardized salary schedules, levels, and steps contained therein;
- 2) A one-time payment in the amount of \$1,000, payable in December 2016 and subject to all applicable taxes; and
- 3) A two and one-half percent (2.5%) salary increase, effective the first full pay period following January 1, 2018, which shall be reflected in the City's standardized salary schedules, levels, and steps contained therein; and
- 4) The parties agree to meet promptly, following adoption of this MOU, to discuss the creation of a Maintenance Worker class series and related salary schedules, with a target implementation of July 1, 2016; and
- 5) Effective July 1, 2016, the City shall fund the full annual deductible as well as the monthly premium toward a REMIF HSA (Health Savings Account) for employee and dependents.

BE IT FURTHER RESOLVED that the City Manager and City Clerk are hereby authorized and directed to execute said Memorandum of Understanding between City of Willits and IBEW Local 1245, for the term of December 9, 2015 through December 31, 2018.

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 9th day of December, 2015, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

CATHY MOORHEAD, City Clerk

**AGENDA SUMMARY REPORT****To:** Honorable Mayor and Council Members**From:** Gerardo Gonzalez, Chief of Police**Agenda Title:** ADOPT RESOLUTION APPROVING 2014 MENDOCINO COUNTY MULTI-HAZARD MITIGATION PLAN INCLUDING APPENDIX K FOR THE CITY OF WILLITS**Type:** Presentation Consent Regular Agenda Public Hearing Urgent Time: N/A

Summary of Request: In 2000, the United States Congress passed the Disaster Mitigation Act of 2000 (DMA 2000) to emphasize the need for mitigation planning to reduce vulnerability to natural and human caused hazards. DMA 2000 amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). An adopted Local Hazard Mitigation Plan is required by Federal Statutes (DMA 2000) in order for a local jurisdiction to be eligible to receive Federal hazard/disaster mitigation related grants. Adopting the recommended resolution will allow the City to be eligible to receive Federal hazard (disaster) mitigation grant funds related to declared disasters. The City last adopted the Hazard Mitigation Plan on April 2, 2008; this is an updated plan being presented today. The County of Mendocino retained the URS corporation, who prepared this plan in cooperation with various participants from the included jurisdictions.

This plan includes community descriptions, a planning process, hazard analysis, vulnerability analysis, and mitigation strategy and plan maintenance. These areas are both countywide and specific to local jurisdictions. The Federal Emergency Management Agency (FEMA) requires any local jurisdiction requesting post disaster funds to have an approved hazard mitigation plan in place. This plan fulfills all of the requirements set by FEMA for post-disaster funding. In addition to the DMA 2000 requirements, the plan also addresses the Local Flood Mitigation Plan requirements of the Flood Mitigation Assistance (FMA) grant program. Currently five FEMA grant programs provide funding to the State, Tribes, and local entities that have a FEMA approved State or Local Mitigation Plan and to local entities that have a FEMA approved Local Mitigation Plan with a flood annex or a stand-alone Flood Mitigation Plan.

The 2014 Mendocino County Multi-Hazard Mitigation Plan was adopted by Mendocino County in May of 2014 and approved by FEMA on December 1, 2014. For the City of Willits to also be eligible for funding, it must also adopt the plan by resolution by December 29, 2015 and forward the signed resolution to FEMA. A final copy of the plan is available for viewing on the County of Mendocino Emergency Services website at: <https://www.co.mendocino.ca.us/oes/mitigation.htm>.

Recommended Action: Adopt Resolution approving the Mendocino County Multi-Hazard Mitigation Plan (May 2014) including Appendix K for the City of Willits.**Alternative(s):** None recommended.**Fiscal Impact:** Allows for eligibility for federal funds related to disasters.**Personnel Impact:** Minimal.**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 APPROVING THE DISASTER MITIGATION ACT 2000 (DMA 2000) MENDOCINO COUNTY MULTI-HAZARD MITIGATION PLAN INCLUDING APPENDIX K FOR THE CITY OF WILLITS

WHEREAS, a County-wide Local Hazard Mitigation Planning Team drafted a Local Hazard Mitigation Plan for Mendocino County and all the Cities therein; and

WHEREAS, the City of Willits was represented in the planning process and Appendix K contains the City's individual information; and

WHEREAS, Mendocino County is a local unit of government that has afforded the citizens an opportunity to comment and provide input on the Plan and actions in the Plan; and

WHEREAS, the Willits City Council agrees to abide by the Disaster Mitigation Act 2000 guidance and grant guidelines and the Flood Mitigation Assistance grant program.

NOW, THEREFORE BE IT RESOLVED, that the plan entitled "Mendocino County Multi-Hazard Plan" including Appendix K for the City of Willits is formally adopted as our hazard mitigation 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 9th day of December, 2015, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

CATHY MOORHEAD, City Clerk

Table K-1. City of Willits, Total Population and Residential Buildings

Population ¹	Residential Buildings ¹	Total Residential Building Value (2013) ²
6,071	2,597	\$412,923,000

¹ Source U.S. Census Bureau: (2010 census block data)

² Median sales price for City of Willits, Feb-April 2013: \$159,000

Source: Trulia, Real Estate Overview, June 2013. http://www.trulia.com/real_estate/Willits-California/

Table K-2. City of Willits, Total Critical Facilities and Infrastructure

Facility Type	Name	Address	City	Value
Community	Babcock Park	Hwy. 101 (Adjacent To Hospital)	Willits	\$237,238
Community	Brooktrails Golf Course	24860 Birch Street	Willits	Unknown
Community	City Park	Across From City Hall	Willits	\$237,238
Community	Municipal Pool	429 N. Main St.	Willits	\$237,238
Community	Recreation Grove Park	Commercial And South Lenore Sts.	Willits	\$237,238
Community	Willits Senior Center	1501 Baechel Rd.	Willits	\$237,238
Education	Willits Charter (#166)	7 S. Main St.	Willits	\$590,000
Emergency Response	Brooktrails Fire Department	24860 Birch Street	Willits	\$708,000
Emergency Response	Little Lake Fire Protection District	74 E Commercial St	Willits	\$708,000
Emergency Response	Willits Police Department	125 East Commercial Street #150	Willits	Unknown
Government	Continuous Data Air Quality Monitoring Site - Willits	115 East Commercial Street	Willits	Unknown
Government	Museum	400 East Commercial Street	Willits	Unknown
Health	Baechel Creek Medical Clinic	1245 South Main Street	Willits	Unknown
Health	Frank R. Howard Memorial Hospital	1 Madrone Street	Willits	Unknown
Health	Mendocino Community Health Clinic-Little	45 Hazel	Willits	Unknown
Public Works Utilities - Dam	Centennial Dam	Latitude & Longitude	County	Unknown
Public Works Utilities - Dam	Morris Dam	Latitude & Longitude	County	Unknown
Public Works Utilities - Utility	Radio Microwave/Repeater - Willits	Highway 101 Mile Post 40.34	Willits	Unknown
Transportation - Rail	Laytonville Rail	Commercial St.	Willits	\$25,725,000
Transportation - Rail	Willits Rail	Commercial St.	Willits	\$25,725,000

Table K-3. City of Willits, Vulnerable Population and Residential Buildings

Hazard	Population	Residential Buildings	Total Residential Building Value
Dam Failure (Inundation Area)	166	95	\$15,105,000
Earthquake - Very Strong Shaking	0	0	\$0
Earthquake - Severe Shaking	0	0	\$0
Flooding - 100 Year Flood Zone	687	295	\$46,905,000
Flooding - 500 Year Flood Zone	232	110	\$17,490,000
Hazardous Materials - Fixed (1/4 mile radius around fixed sites)	2,026	905	\$143,895,000
Hazardous Materials - Transportation (1/4 mile radius around transportation corridors)	4,855	2,081	\$330,879,000
Hazardous Materials - Potential Naturally Occurring Asbestos	57	39	\$6,201,000
Landslide - Moderate Slope	96	47	\$7,473,000
Landslide - High Slope	2	1	\$159,000
Tsunami (run-up area)	0	0	\$0
Urban Conflagration - Medium Density	329	157	\$24,963,000
Urban Conflagration - High Density	24	17	\$2,703,000
Wildfire - Moderate Fuel Rank	5,256	2,247	\$357,273,000
Wildfire - High Fuel Rank	434	200	\$31,800,000
Wildfire - Very High Fuel Rank	239	111	\$17,649,000

Table K-4. City of Willits, Vulnerable Critical Facilities and Infrastructure

Hazard	Facility Type	Name	Address	City	Value
Dam Failure - Brooktrails Dam	Community	Brooktrails Golf Course	24860 Birch Street	Willits	Unknown
Dam Failure - Brooktrails Dam	Emergency Response	Brooktrails Fire Department	24860 Birch Street	Willits	\$708,000
Dam Failure - Coyote Valley Dam	Government	Continuous Data Air Quality Monitoring Site - Willits	115 East Commercial Street	Willits	Unknown
Dam Failure - Morris Dam	Public Works Utilities - Dam	Morris Dam	Latitude & Longitude	County	Unknown
Earthquake - Severe Shaking	Community	Babcock Park	Hwy. 101 (Adjacent To Hospital)	Willits	\$237,238
Earthquake - Severe Shaking	Community	Brooktrails Golf Course	24860 Birch Street	Willits	Unknown
Earthquake - Severe Shaking	Community	City Park	Across From City Hall	Willits	\$237,238
Earthquake - Severe Shaking	Community	Municipal Pool	429 N. Main St.	Willits	\$237,238
Earthquake - Severe Shaking	Community	Recreation Grove Park	Commercial and South Lenore Streets	Willits	\$237,238
Earthquake - Severe Shaking	Community	Willits Senior Center	1501 Baechel Rd.	Willits	\$237,238
Earthquake - Severe Shaking	Education	Willits Charter (#166)	7 S. Marin St.	Willits	\$590,000
Earthquake - Severe Shaking	Emergency Response	Brooktrails Fire Department	24860 Birch Street	Willits	\$708,000
Earthquake - Severe Shaking	Emergency Response	Little Lake Fire Protection District	74 E Commercial St	Willits	\$708,000
Earthquake - Severe Shaking	Emergency Response	Willits Police Department	125 East Commercial Street #150	Willits	Unknown
Earthquake - Severe Shaking	Government	Continuous Data Air Quality Monitoring Site - Willits	115 East Commercial Street	Willits	Unknown

Table K-4. City of Willits, Vulnerable Critical Facilities and Infrastructure

Hazard	Facility Type	Name	Address	City	Value
Earthquake - Severe Shaking	Government	Museum	400 East Commercial Street	Willits	Unknown
Earthquake - Severe Shaking	Health	Baechel Creek Medical Clinic	1245 South Main Street	Willits	Unknown
Earthquake - Severe Shaking	Health	Frank R. Howard Memorial Hospital	1 Madrone Street	Willits	Unknown
Earthquake - Severe Shaking	Health	Mendocino Community Health Clinic- Little	45 Hazel	Willits	Unknown
Earthquake - Severe Shaking	Public Works Utilities - Dam	Centennial Dam	Latitude & Longitude	County	Unknown
Earthquake - Severe Shaking	Public Works Utilities - Dam	Morris Dam	Latitude & Longitude	County	Unknown
Earthquake - Severe Shaking	Public Works Utilities - Utility	Radio Microwave/Repeater - Willits	Highway 101 Mile Post 40.34	Willits	Unknown
Earthquake - Severe Shaking	Transportation - Rail	Laytonville Rail	Commercial St.	Willits	\$25,725,000
Earthquake - Severe Shaking	Transportation - Rail	Willits Rail	Commercial St.	Willits	\$25,725,000
Flooding - 100 Year Flood Zone	Community	Recreation Grove Park	Commercial and South Lenore Streets	Willits	\$237,238
Flooding - 500 Year Flood Zone	Health	Baechel Creek Medical Clinic	1245 South Main Street	Willits	Unknown
Hazardous Materials - Fixed Incident*	Community	Babcock Park	Hwy. 101 (Adjacent To Hospital)	Willits	\$237,238
Hazardous Materials - Fixed Incident*	Community	City Park	Across From City Hall	Willits	\$237,238
Hazardous Materials - Fixed Incident*	Education	Willits Charter (#166)	7 S. Marin St.	Willits	\$590,000
Hazardous Materials - Fixed Incident*	Emergency Response	Little Lake Fire Protection District	74 E Commercial St	Willits	\$708,000

Table K-4. City of Willits, Vulnerable Critical Facilities and Infrastructure

Hazard	Facility Type	Name	Address	City	Value
Hazardous Materials - Fixed Incident*	Emergency Response	Willits Police Department	125 East Commercial Street #150	Willits	Unknown
Hazardous Materials - Fixed Incident*	Health	Frank R. Howard Memorial Hospital	1 Madrone Street	Willits	Unknown
Hazardous Materials - Fixed Incident*	Health	Mendocino Community Health Clinic-Little	45 Hazel	Willits	Unknown
Hazardous Materials - Trans Incident*	Community	Babcock Park	Hwy. 101 (Adjacent To Hospital)	Willits	\$237,238
Hazardous Materials - Trans Incident*	Community	City Park	Across From City Hall	Willits	\$237,238
Hazardous Materials - Trans Incident*	Community	Municipal Pool	429 N. Main St.	Willits	\$237,238
Hazardous Materials - Trans Incident*	Community	Recreation Grove Park	Commercial and South Lenore Streets	Willits	\$237,238
Hazardous Materials - Trans Incident*	Community	Willits Senior Center	1501 Baechtel Rd.	Willits	\$237,238
Hazardous Materials - Trans Incident*	Education	Willits Charter (#166)	7 S. Marin St.	Willits	\$590,000
Hazardous Materials - Trans Incident*	Emergency Response	Little Lake Fire Protection District	74 E Commercial St	Willits	\$708,000
Hazardous Materials - Trans Incident*	Emergency Response	Willits Police Department	125 East Commercial Street #150	Willits	Unknown
Hazardous Materials - Trans Incident*	Government	Continuous Data Air Quality Monitoring Site - Willits	115 East Commercial Street	Willits	Unknown
Hazardous Materials - Trans Incident*	Government	Museum	400 East Commercial Street	Willits	Unknown
Hazardous Materials - Trans Incident*	Health	Baechtel Creek Medical Clinic	1245 South Main Street	Willits	Unknown
Hazardous Materials - Trans Incident*	Health	Frank R. Howard Memorial Hospital	1 Madrone Street	Willits	Unknown

Table K-4. City of Willits, Vulnerable Critical Facilities and Infrastructure

Hazard	Facility Type	Name	Address	City	Value
Hazardous Materials - Trans Incident*	Health	Mendocino Community Health Clinic- Little	45 Hazel	Willits	Unknown
Hazardous Materials - Trans Incident*	Transportation - Rail	Laytonville Rail	Commercial St.	Willits	\$25,725,000
Hazardous Materials - Trans Incident*	Transportation - Rail	Willits Rail	Commercial St.	Willits	\$25,725,000
Naturally Occurring Asbestos - Serpentine Inclusions	Public Works Utilities - Dam	Centennial Dam	Latitude & Longitude	County	Unknown
Landslide - Moderate Slope	Public Works Utilities - Dam	Morris Dam	Latitude & Longitude	County	Unknown
Urban Conflagration - Medium Density	Government	Continuous Data Air Quality Monitoring Site - Willits	115 East Commercial Street	Willits	Unknown
Urban Conflagration - High Density	Transportation - Rail	Willits Rail	Commercial St.	Willits	\$25,725,000
Wildfire - Moderate Fuel Rank	Community	Babcock Park	Hwy. 101 (Adjacent To Hospital)	Willits	\$237,238
Wildfire - Moderate Fuel Rank	Community	City Park	Across From City Hall	Willits	\$237,238
Wildfire - Moderate Fuel Rank	Community	Municipal Pool	429 N. Main St.	Willits	\$237,238
Wildfire - Moderate Fuel Rank	Community	Recreation Grove Park	Commercial and South Lenore Streets	Willits	\$237,238
Wildfire - Moderate Fuel Rank	Community	Willits Senior Center	1501 Baechtel Rd.	Willits	\$237,238
Wildfire - Moderate Fuel Rank	Education	Willits Charter (#166)	7 S. Marin St.	Willits	\$590,000
Wildfire - Moderate Fuel Rank	Emergency Response	Little Lake Fire Protection District	74 E Commercial St	Willits	\$708,000

Table K-4. City of Willits, Vulnerable Critical Facilities and Infrastructure

Hazard	Facility Type	Name	Address	City	Value
Wildfire - Moderate Fuel Rank	Emergency Response	Willits Police Department	125 East Commercial Street #150	Willits	Unknown
Wildfire - Moderate Fuel Rank	Government	Continuous Data Air Quality Monitoring Site - Willits	115 East Commercial Street	Willits	Unknown
Wildfire - Moderate Fuel Rank	Government	Museum	400 East Commercial Street	Willits	Unknown
Wildfire - Moderate Fuel Rank	Health	Baechtel Creek Medical Clinic	1245 South Main Street	Willits	Unknown
Wildfire - Moderate Fuel Rank	Health	Frank R. Howard Memorial Hospital	1 Madrone Street	Willits	Unknown
Wildfire - Moderate Fuel Rank	Health	Mendocino Community Health Clinic- Little	45 Hazel	Willits	Unknown
Wildfire - Moderate Fuel Rank	Public Works Utilities - Dam	Morris Dam	Latitude & Longitude	County	Unknown
Wildfire - Moderate Fuel Rank	Transportation - Rail	Willits Rail	Commercial St.	Willits	\$25,725,000
Wildfire - High Fuel Rank	Community	Brooktrails Golf Course	24860 Birch Street	Willits	Unknown
Wildfire - High Fuel Rank	Emergency Response	Brooktrails Fire Department	24860 Birch Street	Willits	\$708,000
Wildfire - Very High Fuel Rank	Public Works Utilities - Utility	Radio Microwave/Repeater - Willits	Highway 101 Mile Post 40.34	Willits	Unknown

*1/4 mile radius around fixed sites and transportation corridors

Table K-5. City of Willits, RL Properties

City	Occupancy	Zone	Pre-Firm ⁹
Willits	Non Resident	A03	No

⁹pre-Flood Insurance Rate Maps

Table K-6. City of Willits, Summary of Impacts for Population and Residential Buildings

Hazard	Population	% of Population	No. of Residential Buildings	% of Residential Buildings
Dam Failure (Inundation Area)	166	2.7%	95	4%
Earthquake - Very Strong Shaking	0	0.0%	0	0%
Earthquake - Severe Shaking	6,071	100.0%	2,597	100.0%
Flooding - 100 Year Flood Zone	687	11.3%	295	11%
Flooding - 500 Year Flood Zone	232	3.8%	110	4%
Hazardous Materials - Fixed (1/4 mile radius around fixed sites)	2,026	33.4%	905	35%
Hazardous Materials - Transportation (1/4 mile radius around transportation corridors)	4,855	80.0%	2,081	80%
Hazardous Materials - Potential Naturally Occurring Asbestos	57	0.9%	39	2%
Landslide - Moderate Slope	96	1.6%	47	2%
Landslide - High Slope	2	0.0%	1	0%
Tsunami (run-up area)	0	0.0%	0	0%
Urban Conflagration - Medium Density	329	5.4%	157	6%
Urban Conflagration - High Density	24	0.4%	17	1%
Wildfire - Moderate Fuel Rank	5,256	86.6%	2,247	87%
Wildfire - High Fuel Rank	434	7.1%	200	8%
Wildfire - Very High Fuel Rank	239	3.9%	111	4%

Table K-7. City of Willits, Summary of Impacts for Critical Facilities and Infrastructure

Hazard	No. of Critical Facilities and Infrastructure	% of Critical Facilities and Infrastructure
Dam Failure (Inundation Area)	4	20.0%
Earthquake - Very Strong Shaking	0	0.0%
Earthquake - Severe Shaking	20	100.0%
Flooding - 100 Year Flood Zone	1	5.0%
Flooding - 500 Year Flood Zone	1	5.0%
Hazardous Materials - Fixed (1/4 mile radius around fixed sites)	7	35.0%
Hazardous Materials - Transportation (1/4 mile radius around transportation corridors)	15	75.0%
Hazardous Materials - Potential Naturally Occurring Asbestos	1	5.0%
Landslide - Moderate Slope	1	5.0%
Landslide - High Slope	0	0.0%
Tsunami (run-up area)	0	0.0%
Urban Conflagration - Medium Density	1	5.0%
Urban Conflagration - High Density	1	5.0%
Wildfire - Moderate Fuel Rank	15	75.0%
Wildfire - High Fuel Rank	2	10.0%
Wildfire - Very High Fuel Rank	1	5.0%

Table K-8. City of Willits, Human and Technical Resources for Hazard Mitigation

Staff/Personnel Resources	Department or Agency	Principal Activities Related to Hazard Mitigation
Planner(s), engineer(s) and technical staff with knowledge of land development, land management practices, and human-caused and natural hazards.	Community Development	Develops and maintains the General Plan, including the Safety Element; develops area plans based on the General Plan, to provide more specific guidance for the development of more specific areas. Reviews private development projects and proposed capital improvements projects and other physical projects involving property for consistency and conformity with the General Plan. Anticipates and acts on the need for new plans, policies, and Code changes. Applies the approved plans, policies, code provisions, and other regulations to proposed land uses.
Engineer(s), Building Inspectors/Code Enforcement Officers or other professional(s) and technical staff trained in construction requirements and practices related to existing and new buildings.	Engineering Department	Oversees the effective, efficient, fair, and safe enforcement of the California Building Code Examines buildings to insure that construction complies with various codes and approved plans. Inspects and insures that building and site complies with floodplain and zoning ordinances.
Engineers, construction project managers, and supporting technical staff.	Engineering Department	Provides direct or contract civil, structural, and mechanical engineering services, including contract, project, and construction management.
Engineer(s), project manager(s), technical staff, equipment operators, and maintenance and construction staff.	Engineering Department	Maintains and operates of a wide range of local equipment and facilities as well as providing assistance to members of the public. These include providing sufficient clean fresh water, reliable sewer services, street maintenance, storm drainage systems, street cleaning, street lights and traffic signals.
Director of Emergency Services	City Manager	The City Manager also serves as the director of Emergency Services and is responsible for emergency plan preparation, disaster response and recovery.
Procurement Services Manager	Administration - Finance	Provides a full range of municipal financial services, administers several licensing measures, and functions as the local jurisdiction's Procurement Services Manager.

Table K-9. City of Willits, Financial Resources for Hazard Mitigation

Type	Subtype	Administrator	Purpose	Amount
Local	General Fund	Finance	Program operations and specific projects.	Variable.
	General Obligation (GO) Bonds	Finance	GO Bonds are appropriately used for the construction and/or acquisition of improvements to real property broadly available to residents and visitors. Such facilities include, but are not limited to, libraries, hospitals, parks, public safety facilities, and cultural and educational facilities.	Variable.
	Lease Revenue Bonds	Administration - Finance	Lease revenue bonds are used to finance capital projects that (1) have an identified budgetary stream for repayment (e.g., specified fees, tax receipts, etc.), (2) generate project revenue but rely on a broader pledge of general fund revenues to reduce borrowing costs, or (3) finance the acquisition and installation of equipment for the local jurisdiction's general governmental purposes.	Variable.
	Public-Private Partnerships	Administration - Finance	Includes the use of local professionals, business owners, residents, and civic groups and trade associations, generally for the study of issues and the development of guidance and recommendations.	Project-specific.
Federal	Fire Mitigation Fees	Administration - Finance	Finance future fire protection facilities and fire capital expenditures required because of new development within Special Districts.	Variable.
	Hazard Mitigation Grant Program (HMGPP)	Federal Emergency Management Agency (FEMA)	Supports pre- and post-disaster mitigation plans and projects.	Available to California communities after a Presidentially declared disaster has occurred in California. Grant award based on specific projects as they are identified by eligible applicants.

Table K-9. City of Willits, Financial Resources for Hazard Mitigation

Type	Subtype	Administrator	Purpose	Amount
Federal (cont.)	Pre-Disaster Mitigation (PDM) grant program	FEMA	Supports pre-disaster mitigation plans and projects.	Available on an annual basis as a nationally competitive grant. Grant award based on specific projects as they are identified (no more than \$3M federal share for projects).
	Flood Mitigation Assistance (FEMA) grant program	FEMA	Mitigates repetitively flooded structures and infrastructure.	Available on an annual basis, distributed to California communities by the California Governor's Office of Emergency Services (Cal OES). Grant award based on specific projects as they are identified.
	Assistance to Firefighters Grant (AFG) Program	FEMA/USFA (U.S. Fire Administration)	Provides equipment, protective gear, emergency vehicles, training, and other resources needed to protect the public and emergency personnel from fire and related hazards.	Available to fire departments and nonaffiliated emergency medical services providers. Grant awards based on specific projects as they are identified.
	Community Block Grant Program Entitlement Communities Grants	U.S. HUD (U.S. Department of Housing and Urban Development)	Acquisition of real property, relocation and demolition, rehabilitation of residential and non-residential structures, construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes.	Available to entitled cities. Grant award based on specific projects as they are identified.
	Community Action for a Renewed Environment (CARE)	U.S. Environmental Protection Agency (EPA)	Through financial and technical assistance offers an innovative way for a community to organize and take action to reduce toxic pollution (i.e., stormwater) in its local environment. Through CARE, a community creates a partnership that implements solutions to reduce releases of toxic pollutants and minimize people's exposure to them.	Competitive grant program. Grant award based on specific projects as they are identified.

Table K-9. City of Willits, Financial Resources for Hazard Mitigation

Type	Subtype	Administrator	Purpose	Amount
Federal (cont.)	Clean Water State Revolving Fund (CWSRF)	EPA	The CWSRF is a loan program that provides low-cost financing to eligible entities within state and tribal lands for water quality projects, including all types of non-point source, watershed protection or restoration, estuary management projects, and more traditional municipal wastewater treatment projects.	CWSRF programs provided more than \$5 billion annually to fund water quality protection projects for wastewater treatment, non-point source pollution control, and watershed and estuary management.
	Public Health Emergency Preparedness (PHEP) Cooperative Agreement.	Department of Health and Human Services' (HHS) Centers for Disease Control and Prevention (CDC)	Funds are intended to upgrade state and local public health jurisdictions' preparedness and response to bioterrorism, outbreaks of infectious diseases, and other public health threats and emergencies.	Competitive grant program. Grant award based on specific projects as they are identified. Mendocino would participate through the County's Public Health Department.
	Homeland Security Preparedness Technical Assistance Program (HSPTAP)	FEMA/DHS	Build and sustain preparedness technical assistance activities in support of the four homeland security mission areas (prevention, protection, response, recovery) and homeland security program management.	Technical assistance services developed and delivered to state and local homeland security personnel. Grant award based on specific projects as they are identified.

Table K-10. City of Willits, Legal and Regulatory Resources for Hazard Mitigation

Regulatory Tool	Name	Description (Effect on Hazard Mitigation)	Hazards Addressed	Mitigation, Preparedness, Response, or Recovery	Affects Development in Hazard Areas?
Plans	General Plan: Safety Element (1992)	<p>The underlying assumption of this element is that the City can reduce the hazards caused by certain natural occurrences if the probabilities of such conditions are known in advance and plans for dealing with them are prepared. State law requires that the Safety Element address the protection of the community from unreasonable risks associated with the effects of natural hazards.</p> <p>State law requires that the Safety Element address the protection of the community from unreasonable risks associated with the effects of seismicity, including but not limited to: rupture, ground shaking, ground failure, tsunami and seiche; slope instability due to mudslides and landslides; subsidence and other known geologic hazards; flooding; and wildland and urban fires.</p> <p>After setting forth public health and safety goals, the implementing policies and programs of this element are presented. They are divided into eight sections: seismic safety; flood hazards and control; slope stability; fire protection; air quality; water supply and quality; waste water collection and treatment; emergency preparedness; and hazardous materials transportation and storage.</p>	Seismic Safety, Fire, Flood, Air Quality and Hazardous Materials	Mitigation & Preparedness	Yes
	Stormwater Quality Management Program (SWQMP) (2005)	Describes measures that the local jurisdiction will take to minimize stormwater pollution. The SWQMP is required by the National Pollutant Discharge Elimination System Phase II regulations, which became effective in March 2003.	Stormwater	Mitigation & Preparedness	Yes
Code of Ordinances	Title 2 – Chapter 2.28 Police and Fire Protection	This chapter discusses the establishment of the annexed fire protection district, fire zones and mutual aid.	Fire	Mitigation, Preparedness, and Response	Yes

Table K-10. City of Willits, Legal and Regulatory Resources for Hazard Mitigation

Regulatory Tool	Name	Description (Effect on Hazard Mitigation)	Hazards Addressed	Mitigation, Preparedness, Response, or Recovery	Affects Development in Hazard Areas?
	Title 2 – Chapter 2.44 Emergency Services	The declared purpose of this ordinance is to provide for the preparation and carrying out of plans for the protection of persons and/or property within the city of Willits in the event of an emergency; the establishment, coordination, and direction of the city emergency organization; the establishment, coordination and direction of the disaster council; the establishment, coordination and direction of the office of emergency services; and the coordination of the emergency functions of this city with all other public agencies, corporations, organizations and affected private persons.	General	Preparedness, and Response	No
Code of Ordinances (cont.)	Title 15 – Chapter 15.6 Fire Code	The city council for the city may from time to time adopt by resolution the Uniform Fire Code Standards (UFGS), including all appendices and the National Fire Codes which are inconsistent with the provisions of the UFGS, as promulgated and updated from time to time by the International Conference of Building Officials and the Western Fire Chiefs Association.	Fire	Mitigation and Preparedness	Yes
	Title 15 – Chapter 15.36 Earthquake Hazard Reduction in Existing Buildings	The provisions of this chapter are in compliance with Government Code Section 8875-8875.5 and are intended to establish minimum standards for structural seismic resistance as provided in the State Historical Building Code (SHBC). While compliance with these standards is intended to improve the performance of potentially hazardous buildings in an earthquake, such compliance will not necessarily prevent the loss of life or injury or prevent earthquake-related damage to rehabilitated buildings. This chapter does not address buildings that contain only nonbearing masonry walls or buildings constructed of nonmasonry materials.	Earthquake	Mitigation and Preparedness	Yes

Table K-10. City of Willits, Legal and Regulatory Resources for Hazard Mitigation

Regulatory Tool	Name	Description (Effect on Hazard Mitigation)	Hazards Addressed	Mitigation, Preparedness, Response, or Recovery	Affects Development in Hazard Areas?
Code of Ordinances (cont.)	Title 17 – Chapter 17.38 Floodway Combining and Chapter 17.40 Floodplain Combining	The floodway combining (-FW) zone is intended to provide for passage of one-hundred-year base floodwaters, and to provide reasonable measures for protection of life and property, in areas which are extremely hazardous owing to velocity of floodwaters, debris and erosion potential. The floodplain combining (-FP) zone is intended to provide regulations which will protect life and minimize property damage in areas of special flood hazard subject to inundation during a one hundred-year base flood.	Flood	Mitigation and Preparedness	Yes

Table K-11. City of Willits, Current, Ongoing, and Completed Hazard Mitigation Projects and Programs

Status (Current, Ongoing, or Completed)	Project / Program Name	Description	Year(s)
Ongoing	NFIP Participation	Continue to participate in the NFIP program by enforcing the floodplain management ordinance to reduce future flood damage. In addition, join the Community Rating System (CRS) program. A community that participates in additional floodplain management activities, such as those outlined in the CRS program, will reduce flood losses, facilitate accurate insurance rating, and promote the awareness of flood insurance.	Ongoing

Table K-12. City of Willits, Potential Mitigation Actions

No.	Description	Mitigation Category	Hazard Addressed	New or Existing Construction
1	Create a GIS-based pre-application review for new construction and major remodels of residential and/or non-residential structures in hazard areas, such high and/or very high wildfire areas.	Property Protection	All	New and Existing – Residential and non-residential buildings in hazard areas.
2	Integrate the Mendocino County HMP, in particular the hazard analysis and mitigation strategy sections, into local planning documents, including general plans, emergency operations plans, and capital improvement plans.	Property Protection	All	Not Applicable
3	Develop a public outreach program that informs property owners located in the dam or levee inundation areas about voluntary flood insurance.	Public Outreach	Dam Failure	Existing – Residential buildings located within dam or levee inundation areas.
4	Develop a drought contingency plan to provide an effective and systematic means of assessing drought conditions, develop mitigation actions and programs to reduce risks in advance of drought, and develop response options that minimize hardships during drought.	Prevention, Natural Resource Protection	Drought	New/Existing
5	Seismically retrofit or replace public works and/or emergency response facilities that are necessary during and/or immediately after a disaster or emergency.	Property Protection, Structural Project	Earthquake	Existing – Public works and/or emergency response facilities that are structurally deficient or located within a high ground shaking area.
6	Seismically retrofit or replace County and local ramps and bridges that are categorized as structurally deficient by Caltrans, are located in an high ground shaking areas, and/or are necessary for first responders to use during and/or immediate after a disaster or emergency.	Property Protection, Structural Project	Earthquake	Existing – Ramps and bridges identified by Caltrans as structurally deficient or located within an extreme ground shaking area.
7	Implement better record keeping measures, as well as on the part of food processors and handlers.*	Prevention	Epidemic/Pandemic	Not Applicable

Table K-12. City of Willits, Potential Mitigation Actions

No.	Description	Mitigation Category	Hazard Addressed	New or Existing Construction
8	To protect vulnerable populations from disease by conducting increased surveillance and development of more stringent requirements at high-risk facilities, (i.e., day-care centers, hospitals, nursing homes, schools, as well as restaurants and hotels).*	Prevention	Epidemic/Pandemic	Not Applicable
9	Acquire, relocate, or elevate residential structures, in particular those that have been identified as Repetitive Loss (RL) properties that are located within the 100-year floodplain.	Property Protection	Flood	Existing – Residential structures, including RL properties, located within the 100-year floodplain.
10	Acquire, relocate, elevate, and/or floodproof critical facilities that are located within the 100-year floodplain.	Property Protection	Flood	Existing - Critical facilities located within the 100-year floodplain.
11	Reinforce County and local ramps, bridges, and roads from flooding through protection activities, including elevating the road and installing culverts beneath the road or building a higher bridge across the area that experiences regular flooding.	Property Protection, Structural Project	Flood	Existing – County and local ramps, bridges, and roads identified in the 100-year floodplain.
12	Work with FEMA Region IX to address any floodplain management issues that may have arisen/arise from the countywide Digital Flood Insurance Rate Map (DFIRM), Community Assessment Visits, and/or the Department of Water Resources (DWR).	All	Flood	New/Existing - Properties within the 100-year or 500-year floodplain.
13	Increase participation in the National Flood Insurance Program (NFIP) by entering the Community Rating System program which through enhanced floodplain management activities would allow property owners to receive a discount on their flood insurance.	Prevention, Property Protection	Flood	New/Existing –County and incorporated communities that have RL properties.
14	Conduct a public awareness and educational campaign to raise awareness about the presence of hazardous materials throughout the County, including naturally occurring asbestos.	Public Awareness	Hazardous Materials	Not Applicable

Table K-12. City of Willits, Potential Mitigation Actions

No.	Description	Mitigation Category	Hazard Addressed	New or Existing Construction
15	Ensure that existing monitoring capabilities at the state and County level are integrated to provide an early warning of increased or new infestations. *	Natural Resource Protection	Insect Pests	Not Applicable
16	Implement an infestation public awareness and educational campaign.	Public Awareness	Insect Pests	Not Applicable
17	Stabilize landslide-prone areas through stability improvement measures, including interceptor drains, in situ soil piles, drained earth buttresses, and subdrains.	Prevention, Property Protection	Landslide	New/existing
18	Manage vegetation in areas within and adjacent to rights-of-way and in close proximity to critical facilities in order to reduce the risk of tree failure and property damage and avoid creation of wind acceleration corridors within vegetated areas.	Prevention, Property Protection, Natural Resource Protection	Winter Storm	Existing – Critical facilities located in areas that experience severe wind.
19	Bolt down the roofs of critical facilities in wind gust hazard areas in order to prevent wind damage.	Property Protection	Winter Storm	Existing – Critical facilities located in areas that experience wind gusts.
20	Participate in the NOAA Tsunami Ready Program.	Public outreach	Tsunami	New and existing – residential buildings and critical facilities and infrastructure in the tsunami inundation area.
21	Organize cleanup activities for areas of abandoned or collapsed structures, or areas that have accumulated junk or debris.	Prevention, Property Protection	Urban Conflagration	Existing
22	Implement a fuel reduction program, such as the collection and disposal of dead fuel, within open spaces and around critical facilities and residential structures located within a high and very high wildfire zones.	Prevention, Property Protection, Natural Resource Protection	Wildfire	Existing – Critical facilities and residential buildings located within high and very high wildfire zones.
23	Create a vegetation management program that provides vegetation management services to elderly, disabled, or low-income property owners who lack the resources to remove flammable vegetation from around their homes.	Property Protection	Wildfire	Existing – Residential buildings in high or very high wildfire zones.

Table K-12. City of Willits, Potential Mitigation Actions

No.	Description	Mitigation Category	Hazard Addressed	New or Existing Construction
24	Develop a community wildfire mitigation plan that identifies and prioritizes areas for hazard fuel reduction treatments, and recommend the types of methods of treatments.	Prevention, Property Protection	Wildfires	New/ Existing – Residential and non-residential buildings located within high or very high wildfire areas in the Local Responsibility Areas
25	Implement a fuel modification program, which also includes residential maintenance requirements and enforcement, plan submittal and approval process, guidelines for planting, and a listing of undesirable plant species. Require builders and developers to submit their plans, complete with proposed fuel modification zones, to the local fire department for review and approval prior to beginning construction.	Prevention, Property Protection	Wildfire	New/ Existing – Residential and non-residential buildings located within high or very high wildfire areas.
26	Retrofit wastewater and potable water facilities that subject to flooding. Retrofitting activities may include elevating vulnerable equipment, electrical controls, and other equipment, fastening and sealing manhole covers to prevent floodwater infiltration, and protecting wells and other potable water from infiltration and flood damage by raising controls and well pipes.	Prevention, Property Protection	Flood	Existing

* Mitigation action does not meet the 2011 HMA Guidance requirements for FEMA mitigation funding

Table K-13. City of Willits, Mitigation Action Plan

No.	Selected (Y/N)	Description	Prioritization Criteria	Facility to be Mitigated (if known)	Department or Agency	Timeframe to be Implemented
2	Y	Integrate the Mendocino County HMP, in particular the hazard analysis and mitigation strategy sections, into local planning documents, including general plans, emergency operations plans, and capital improvement plans.	B, D, E	Not Applicable	Community Development	Ongoing
3	Y	Develop a public outreach program that informs property owners located in the dam or levee inundation areas about voluntary flood insurance.	B, C, D, E	Not Applicable	Community Development	1-3 years
5	Y	Seismically retrofit or replace public works and/or emergency response facilities that are necessary during and/or immediately after a disaster or emergency.	B, C, D	Unknown	Public Works	3-5 years
9	Y	Acquire, relocate, or elevate residential structures, in particular those that have been identified as Repetitive Loss (RL) properties that are located within the 100-year floodplain.	B, C, D	Repetitive Loss Property	Community Development and Public Works	3-5 years
11	Y	Reinforce local ramps, bridges, and roads from flooding through protection activities, including elevating the road and installing culverts beneath the road or building a higher bridge across the area that experiences regular flooding.	A, B, C	Unknown	Public Works	3-5 years
23	Y	Implement a fuel reduction program, such as the collection and disposal of dead fuel, within open spaces and around critical facilities and residential structures located within wildfire zones.	B, C, D	Unknown	Community Development	1-3 years

Table K-13. City of Willits, Mitigation Action Plan

No.	Selected (Y/N)	Description	Prioritization Criteria	Facility to be Mitigated (if known)	Department or Agency	Timeframe to be Implemented
26	Y	Implement a fuel modification program, which also includes residential maintenance requirements and enforcement, plan submittal and approval process, guidelines for planting, and a listing of undesirable plant species. Require builders and developers to submit their plans, complete with proposed fuel modification zones, to the local fire department for review and approval prior to beginning construction.	B, C, D	Not Applicable	Community Development and Public Works	1-3 years, ongoing

Prioritization Criteria

- A. Local jurisdiction department or agency champion
- B. Ability to be implemented during the 5-year lifespan of the HMP
- C. Ability to reduce expected future damages and losses (cost-benefit)
- D. Mitigates a high-risk hazard
- E. Mitigates multiple hazards

⁺ While not required, it was strongly suggested that mitigation actions meet a minimum of three out of the five criteria noted above to be considered for inclusion in a jurisdiction's mitigation action plan.

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM							
27060 08/31/15	COUNTY OF MENDOCINO	4961 PLANNING SVC MAR -	9,487.70CR	524696	WC_2015-2		P N H 100.1010.2081.030
27060 08/31/15	COUNTY OF MENDOCINO	4961 MILEAGE	1,013.73CR	524696	WC_2015-2		P N H 100.1010.2081.030
			10,501.43CR	*CHECK TOTAL			
27167 09/15/15	MENDO LAKE STAFFING	4980 MAINT WORKER	1,004.40CR	524692	58510		P N H 100.1050.2081.030
27167 09/15/15	MENDO LAKE STAFFING	4980 OFFICE ASSISTANT	1,035.80CR	524692	58510		P N H 100.1005.2081.030
27167 09/15/15	MENDO LAKE STAFFING	4980 MAINT WORKER	1,023.24CR	524693	58537		P N H 100.1050.2081.030
27167 09/15/15	MENDO LAKE STAFFING	4980 OFFICE ASSISTANT	477.09CR	524693	58537		P N H 100.1005.2081.030
			3,540.53CR	*CHECK TOTAL			
27337 10/15/15	LEEF/KEVIN	4809 PER DIEM 10/18-20/201	100.00CR	524702	151012		P N H 100.1020.2106.000
27389 10/21/15	SANDERS/CATHY	4420 NOTARY BOND	38.00	524695	151021		P N H 100.1001.2199.000
27389 10/21/15	SANDERS/CATHY	4420 FILE SYS REP LUNCH	35.14	524695	151021		P N H 100.1001.2199.000
			73.14	*CHECK TOTAL			
27390 10/21/15	COUNTY OF MENDOCINO	4961 PLANNING SVC MAR-JU	9,487.70	524691	WC_2015-2		P N H 100.1010.2081.030
27390 10/21/15	COUNTY OF MENDOCINO	4961 MILEAGE	1,013.73	524691	WC_2015-2		P N H 100.1010.2081.030
			10,501.43	*CHECK TOTAL			
27391 10/23/15	MENDO-LAKE CREDIT UN	104 DIRECT DEPOSIT	350.00	524697	151018		P N H 690.237
27392 10/23/15	AFLAC	4036 125 PLAN POLICY PRE	1,232.17	524698	353199		P N H 690.246
27393 10/23/15	MASSMUTUAL RETIREMEN	4870 DEFERRED COMPENSATI	1,775.18	524699	151023		P N H 690.236
27394 10/23/15	FRANCHISE TAX BOARD	695 PAYROLL DEDUCTION FOR	672.64	524700	151023		P N H 690.233
27395 10/23/15	PERS	256 EMPLOYER CONTRIBUT	10,024.49	524701	151018		P N H 690.229
27395 10/23/15	PERS	256 EMPLOYEE CONTRIBUTI	7,122.27	524701	151018		P N H 690.230
			17,146.76	*CHECK TOTAL			
GENERAL CHECK FORM			TOTAL				17,609.36

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM							
27396	10/30/15 ACME RIGGING INC	3 HOOK/SHACKLE	192.98	524586	274042		P N W 501.5013.2041.000
27397	10/30/15 ASCENT AVIATION GROU	4747 AVIATION FUEL	21,631.55	524690	327521		P N W 500.125
27398	10/30/15 AT&T	4123 DISPATCH PHONE	20.21	524584	7129388		P N W 100.1020.2015.000
27399	10/30/15 AT&T	4615 WATER	176.54	524585	151019		P N W 503.5030.2015.000
27400	10/30/15 BANK OF AMERICA	10 OFFICE SUPPLIES	39.97	524587	151018		P N W 100.1002.2055.000
27400	10/30/15 BANK OF AMERICA	10 VACUUM	200.49	524587	151018		P N W 100.1016.2025.000
27400	10/30/15 BANK OF AMERICA	10 TRAINING LODGING	117.65	524587	151018		P N W 100.1003.2105.000
27400	10/30/15 BANK OF AMERICA	10 TRAINING	300.00	524587	151018		P N W 503.5033.2105.000
27400	10/30/15 BANK OF AMERICA	10 UTILITY CART/CHAIR &	178.43	524587	151018		P N W 100.1002.2055.000
27400	10/30/15 BANK OF AMERICA	10 COMPUTER MONITOR	91.90	524587	151018		P N W 100.1011.2055.000
27400	10/30/15 BANK OF AMERICA	10 ADOBE ACROBAT	14.99	524587	151018		P N W 100.1003.2041.000
27400	10/30/15 BANK OF AMERICA	10 COMPUTER MONITOR	91.90	524587	151018		P N W 100.1015.2055.000
27400	10/30/15 BANK OF AMERICA	10 MISC VEHICLE SUPPLI	1,262.60	524587	151018		P N W 651.6510.2199.000
27400	10/30/15 BANK OF AMERICA	10 CHEF'S MTG REFRESHMEN	41.64	524587	151018		P N W 100.1020.2199.000
27400	10/30/15 BANK OF AMERICA	10 WATER PLANT INTERNET	49.99	524587	151018		P N W 503.5030.2015.000
			2,389.56	*CHECK TOTAL			
27401	10/30/15 BOWERS/JOSH	4239 WEBSITE MAINT	383.50	524588	130		P M W 100.1002.2081.030
27402	10/30/15 CEB	4280 LEGAL UPDATES	60.00	524589	10439882		P N W 100.1004.2050.000
27403	10/30/15 CHEVRON USA, INC.	27 FUEL	218.00	524597	45687160		P N W 100.1022.2044.000
27404	10/30/15 CHIEF SUPPLY CORP IN	2001 TRANSPORT HOODS	191.24	524592	279163		P M W 100.1022.2101.033
27404	10/30/15 CHIEF SUPPLY CORP IN	2001 CREDIT BALANCE	84.57CR	524593	048415		P M W 100.1022.2101.033
			106.67	*CHECK TOTAL			
27405	10/30/15 CLEARLY MENDOCINO WA	4221 WATER OCTOBER	67.50	524596	151028		P M W 100.1020.2199.000
27406	10/30/15 COAST RANGE DIGITAL	4048 VIDEO COUNCIL MEETING	540.00	524674	15 27		P M W 100.1001.2081.030
27407	10/30/15 COASTLAND ENGINEERIN	4145 BUILDING DEPT SERVI	1,135.00	524590	38221		P N W 100.1015.2081.030
27408	10/30/15 COUNTY OF MENDOCINO	33 JC ELEC SVC JULY 20	1,022.86	524594	2015-7		P N W 100.1020.2110.000
27408	10/30/15 COUNTY OF MENDOCINO	33 JC WATER SVC JULY 2015	85.68	524594	2015-7		P N W 100.1020.2110.000
27408	10/30/15 COUNTY OF MENDOCINO	33 JC GARBAGE SVC JULY 20	78.50	524594	2015-7		P N W 100.1020.2110.000
			1,187.04	*CHECK TOTAL			
27409	10/30/15 COUNTY OF MENDOCINO	197 COURT/STATE FEES PARKI	25.00	524595	151021		P N W 100.1020.2081.030
27410	10/30/15 COUNTY OF MENDOCINO	4440 DEBT SERVICE FY 15/	7,572.00	524625	SOC WI 15-16		P N W 100.1040.2081.022
27410	10/30/15 COUNTY OF MENDOCINO	4440 SHELTER SVCS FY 15	23,111.00	524626	SHELTERWI15/16		P N W 100.1040.2081.021
			30,683.00	*CHECK TOTAL			

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM						
27411 10/30/15	D'ORAZIO/RENAULD	4928 TRAINING LODGING	422.42	524598 68145236		P N W 100.1020.2106.000
27411 10/30/15	D'ORAZIO/RENAULD	4928 DINNER PER DIEM 10/18/	20.00	524598 68145236		P N W 100.1020.2106.000
27411 10/30/15	D'ORAZIO/RENAULD	4928 PER DIEM 10/19-20/2015	80.00	524598 68145236		P N W 100.1020.2106.000
27411 10/30/15	D'ORAZIO/RENAULD	4928 LESS MEAL INC W/LODGIN	25.17CR	524598 68145236		P N W 100.1020.2106.000
			497.25	*CHECK TOTAL		
27412 10/30/15	DEPARTMENT OF TRANSP	581 SIGNAL & LIGHTING SEP	211.58	524591 SL1600044		P N W 200.2003.2081.023
27413 10/30/15	EEL RIVER FUELS	28 FUEL	743.99	524599 430656		P N W 100.125
27413 10/30/15	EEL RIVER FUELS	28 DIESEL FUEL	70.11	524600 430654		P N W 100.126
27413 10/30/15	EEL RIVER FUELS	28 FUEL	707.66	524601 430595		P N W 100.125
27413 10/30/15	EEL RIVER FUELS	28 DIESEL FUEL	429.97	524602 430593		P N W 100.126
27413 10/30/15	EEL RIVER FUELS	28 DIESEL FUEL	314.82	524640 432294		P N W 100.126
27413 10/30/15	EEL RIVER FUELS	28 FUEL	667.78	524641 432297		P N W 100.125
			2,934.33	*CHECK TOTAL		
27414 10/30/15	EXTERMAGON, INC.	4748 ANT CONTROL	250.00	524603 47054		P N W 100.1016.2025.000
27415 10/30/15	FISHER WIRELESS	4105 PD RADIO MAINT NOV	1,266.30	524604 1762		P N W 100.1020.2041.000
27416 10/30/15	GARTON TRACKTOR INC	4935 CREDIT	879.77CR	524605 150911		P N W 100.1050.2041.000
27416 10/30/15	GARTON TRACKTOR INC	4935 CREDIT RETURN	159.33CR	524605 150911		P N W 100.1050.2041.000
27416 10/30/15	GARTON TRACKTOR INC	4935 REFUND CHECK	1,001.49	524605 150911		P N W 501.5013.2045.000
27416 10/30/15	GARTON TRACKTOR INC	4935 BEARING ASSEMBLY	81.75	524605 150911		P N W 501.5013.2041.000
27416 10/30/15	GARTON TRACKTOR INC	4935 BEARING ROL	100.71	524605 150911		P N W 501.5013.2041.000
27416 10/30/15	GARTON TRACKTOR INC	4935 RETURN	69.83CR	524605 150911		P N W 501.5013.2041.000
			75.02	*CHECK TOTAL		
27417 10/30/15	GCS ENVIRONMENTAL	4370 SWITCH	172.83	524609 12525		P N W 201.2011.2041.000
27418 10/30/15	GELBER/CRAIG	09492 PARKING CITATION REFUN	45.00	524608 1302		P N W 100.1020.3203.000
27419 10/30/15	GOLDEN STATE OVERNIG	4728 EVIDENCE SHIPPING	13.04	524606 2927238		P N W 100.1022.2101.031
27420 10/30/15	HEIKEN/ERIK	4342 PER DIEM NOV 5-6 2015	40.00	524611 151028		P N W 651.6510.2199.000
27421 10/30/15	HOWARD HOSPITAL	78 SART EXAM-SUSPECT	1,500.00	524610 70562251		P M W 100.1020.6001.000
27422 10/30/15	I B E W	255 EMPLOYEE CONTRIBUTION	371.89	524613 151023		P N W 690.235
27423 10/30/15	INTERNATIONAL CITY/C	4552 MEMBERSHIP DUES	840.00	524612 750654		P N W 100.1002.2050.000
27424 10/30/15	JDS	4324 PARKING CITATION ADMI	100.00	524614 5639		P N W 100.1020.2081.030
27425 10/30/15	JIM-N-I RENTALS	4968 STEEL PLATE	315.72	524615 45948F		P M W 503.5031.4003.038
27426 10/30/15	KILLION/FRED	4607 CITY HALL JANITORIAL	800.00	524616 151026		P M W 100.1016.2061.020
27426 10/30/15	KILLION/FRED	4607 JANITORIAL	130.00	524617 PW&ENGL15/16-04		P M W 100.1040.2081.030
27426 10/30/15	KILLION/FRED	4607 JANITORIAL	130.00	524617 PW&ENGL15/16-04		P M W 100.1042.2081.030
			1,060.00	*CHECK TOTAL		

WARRANT DATE VENDOR

GENERAL CHECK FORM

DESCRIPTION AMOUNT CLAIM INVOICE PO# F 9 S ACCOUNT

27427	10/30/15	LEHR AUTO	4819	VEHICLE MAINT UNIT 24	418.53	524618	1117135		P N W	651.6510.2199.000
27428	10/30/15	LEXIPOL LLC	4995	LE IMPLEMENTATION S	1,300.50	524619	14860		P N W	651.6510.2199.000
27429	10/30/15	LSQ FUNDING GROUP LC	4991	MAINT WORKER/B FIEL	1,098.58	524620	58594		P N W	100.1050.2081.030
27429	10/30/15	LSQ FUNDING GROUP LC	4991	MAINT WORKER/B FIEL	1,004.40	524621	58609		P N W	100.1050.2081.030
27429	10/30/15	LSQ FUNDING GROUP LC	4991	MAINT WORKER/B FIEL	1,023.60	524622	11		P N W	100.1050.2081.030
27429	10/30/15	LSQ FUNDING GROUP LC	4991	MAINT WORKER/ B FIE	1,023.60	524623	27		P N W	100.1050.2081.030
27429	10/30/15	LSQ FUNDING GROUP LC	4991	MAINT WORKER/B FIEL	1,023.60	524624	42		P N W	100.1050.2081.030
27429	10/30/15	LSQ FUNDING GROUP LC	4991	MAINT WORKER	1,004.40	524657	58510		P N W	100.1050.2081.030
27429	10/30/15	LSQ FUNDING GROUP LC	4991	OFFICE ASSISTANT	1,035.80	524657	58510		P N W	100.1005.2081.030
27429	10/30/15	LSQ FUNDING GROUP LC	4991	MAINT WORKER	1,023.24	524658	58537		P N W	100.1050.2081.030
27429	10/30/15	LSQ FUNDING GROUP LC	4991	OFFICE ASSISTANT	477.09	524658	58537		P N W	100.1005.2081.030
27429	10/30/15	LSQ FUNDING GROUP LC	4991	MAINT WORKER	1,061.99	524659	62		P N W	100.1050.2081.030
					9,776.30					*CHECK TOTAL
27430	10/30/15	MCC CONTROL SYSTEMS	4682	AERATION SYSTEM ISSUE	300.00	524635	2001881		P N W	501.5013.2081.030
27431	10/30/15	MCMaster-CARR SUPPLY	4403	SCREW	32.89	524629	41638659		P N W	501.5013.2041.000
27432	10/30/15	MCNELLEY/MARK	4579	TRAINING LODGING	362.34	524636	956233970-01		P N W	100.1020.2106.000
27432	10/30/15	MCNELLEY/MARK	4579	FUEL	10.00	524636	956233970-01		P N W	100.1020.2106.000
					372.34					*CHECK TOTAL
27433	10/30/15	MEAD & HUNT INC	4031	ALP UPDATE	33,241.45	524630	255442		P N W	500.5001.2081.030
27434	10/30/15	MENDOCINO JANITORIAL	4255	PD JANITORIAL	1,100.00	524627	706166		P M W	100.1016.2061.020
27434	10/30/15	MENDOCINO JANITORIAL	4255	SHAMPOO CARPETS/PD	300.00	524627	706166		P M W	100.1016.2061.020
					1,400.00					*CHECK TOTAL
27435	10/30/15	MENDOCINO TOOLS & MA	4487	THREAD BRASS	60.00	524634	1815		P N W	503.5031.2101.038
27436	10/30/15	MODERN MARKETING	4499	HALLOWEEN BAGS	322.96	524631	MM1112199		P N W	651.6510.2199.000
27436	10/30/15	MODERN MARKETING	4499	MOOD PENCILS	313.64	524632	MM1112274		P N W	651.6510.2199.000
					636.60					*CHECK TOTAL
27437	10/30/15	MOTOSPORTS OF UKIAH	4971	OIL/FILTER	45.15	524628	527281		P N W	501.5013.2041.000
27438	10/30/15	MUNICIPAL CODE CORPO	4530	ANNUAL WEB HOSTING	650.00	524633	261751		P N W	100.1001.2081.030
27439	10/30/15	NATIONAL METER & AUT	4196	WATER SUPPLIES	3,329.92	524637	SI065383.001		P N W	503.5031.2041.000
27440	10/30/15	NORTHERN AGGREGATES	326	COBBLES	252.69	524638	48100		P N W	501.5013.4003.001
27441	10/30/15	OUR DAILY BREAD	651	2ND QTR PAYMENT	750.00	524639	151031		P N W	100.1070.3042.000
27442	10/30/15	P G & E COMPANY	114	EMERG WATER LINE	680.75	524643	151015		P N W	503.5031.4003.038
27442	10/30/15	P G & E COMPANY	114	ENGINEERING	94.69	524643	151015		P N W	100.1042.2110.000
27442	10/30/15	P G & E COMPANY	114	PARKS	327.49	524643	151015		P N W	100.1050.2110.000
27442	10/30/15	P G & E COMPANY	114	SEWER	7.85	524643	151015		P N W	501.5013.2110.000

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM						
27442 10/30/15	P G & E COMPANY	114 WATER	19.67	524643 151015		P N W 503.5033.2110.000
27442 10/30/15	P G & E COMPANY	114 PUBLIC WORKS	94.69	524643 151015		P N W 100.1040.2110.000
			1,225.14	*CHECK TOTAL		
27443 10/30/15	PACE SUPPLY CORP	12 FIRE HYDRANT SUPPLI	1,015.09	524645 22972852		P N W 503.5031.2041.000
27443 10/30/15	PACE SUPPLY CORP	12 REPAIR CLAMP	114.80	524645 22972852-1		P N W 503.5031.2041.000
27443 10/30/15	PACE SUPPLY CORP	12 FLANGE	204.57	524647 22980966		P N W 503.5031.4003.038
27443 10/30/15	PACE SUPPLY CORP	12 REPAIR KIT	257.63	524648 22980615		P N W 503.5031.2041.000
27443 10/30/15	PACE SUPPLY CORP	12 METERING SUPPLIES	2,986.65	524649 22997116		P N W 501.5013.4003.001
27443 10/30/15	PACE SUPPLY CORP	12 MISC MAINT SUPPLIES	675.29	524650 22994144		P N W 503.5031.2041.000
27443 10/30/15	PACE SUPPLY CORP	12 REPAIR CLAMP	93.74	524651 22972852-2		P N W 503.5031.2041.000
27443 10/30/15	PACE SUPPLY CORP	12 FLANGED ADPT	888.80	524652 23002155		P N W 501.5013.4003.001
27443 10/30/15	PACE SUPPLY CORP	12 CPLG	111.74	524653 23004033		P N W 501.5013.4003.001
27443 10/30/15	PACE SUPPLY CORP	12 FLANGED ADPT	2,666.84	524654 22997169		P N W 501.5013.4003.001
27443 10/30/15	PACE SUPPLY CORP	12 TOILET SEAT	27.05	524655 23012542		P N W 100.1016.2045.000
27443 10/30/15	PACE SUPPLY CORP	12 GASKET	88.06	524656 23010471		P N W 501.5013.4003.001
			9,130.26	*CHECK TOTAL		
27444 10/30/15	PACIFIC TELEMANAGEMENT	4767 AIRPORT PAY PHONE	50.00	524642 791369		P M W 500.5001.2110.000
27445 10/30/15	PITNEY BOWES	4507 POSTAGE	3,025.00	524644 151011		P N W 100.1002.2055.000
27446 10/30/15	R E M I F	135 EAP INS PREMIUM	136.00	524666 151101		P N W 690.231
27446 10/30/15	R E M I F	135 LIFE INS PREMIUM	487.99	524666 151101		P N W 690.231
27446 10/30/15	R E M I F	135 MED INS PREMIUM	62,950.00	524667 151101		P N W 690.231
27446 10/30/15	R E M I F	135 DENTAL INS PREMIUM	4,453.00	524667 151101		P N W 690.231
27446 10/30/15	R E M I F	135 VISION INS PREMIUM	759.00	524667 151101		P N W 690.231
			68,785.99	*CHECK TOTAL		
27447 10/30/15	RAMMING/TIM	127 POSTCARDS	65.96	524660 4191		P M W 600.601
27447 10/30/15	RAMMING/TIM	127 POSTCARDS	65.96	524661 4076		P M W 600.601
27447 10/30/15	RAMMING/TIM	127 POSTCARDS/HANDBILLS	72.12	524662 4181		P M W 600.601
27447 10/30/15	RAMMING/TIM	127 ENVELOPES	351.41	524663 4233		P M W 100.1002.2055.000
			555.45	*CHECK TOTAL		
27448 10/30/15	REDWOOD TOXICOLOGY	4820 DRUG TEST PANELS	71.39	524664 531829		P N W 100.1022.2101.031
27449 10/30/15	REDWOOD TOXICOLOGY I	291 LAB SCREENING SEPT 201	25.00	524665 193020159		P N W 100.1020.2061.014
27450 10/30/15	ROSENOW SPEVACEK GRO	4658 SUCCESSOR AGENCY SVCS	975.00	524668 1000760		P N W 265.2650.2081.030
27451 10/30/15	SIEMENS INDUSTRY INC	4994 COIL & ELECTRODE CABL	661.91	524669 5600440701	003738	P N W 501.5013.4003.001
27452 10/30/15	STATE OF CALIFORNIA	843 DUI ANALYSIS AUG 2015	105.00	524672 128103		P N W 100.1020.2061.014
27452 10/30/15	STATE OF CALIFORNIA	843 DUI ANALYSIS SEPT 2015	35.00	524673 128682		P N W 100.1020.2061.014
			140.00	*CHECK TOTAL		
27453 10/30/15	STATE WATER RES CONT	468 GRADE III WW OP CERT	300.00	524685 151014		P N W 501.5013.2001.002

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM						
27453	10/30/15	STATE WATER RES CONT	300.00	524686 151014		P N W 501.5013.2001.002
		468 GRADE III WW OP CERT	600.00	*CHECK TOTAL		
27454	10/30/15	STATE WATER RESOURCE	7,811.82	524670 LW-1001837		P N W 503.5030.2001.002
27455	10/30/15	SYAR INDUSTRIES INC	2,264.63	524671 582163		P N W 202.2020.2101.035
27456	10/30/15	TARVER/CLARENCE	100.00	524675 793858		P N W 503.5031.2010.000
27456	10/30/15	TARVER/CLARENCE	100.00	524675 793858		P N W 503.5033.2010.000
		4393 BOOT ALLOWANCE	200.00	*CHECK TOTAL		
27457	10/30/15	THIRD DEGREE COMMUNI	425.00	524676 151028		P N W 100.1020.2106.000
27457	10/30/15	THIRD DEGREE COMMUNI	425.00	524676 151028		P N W 100.1020.2106.000
		.09493 TUITION-R. D'ORAZIO	850.00	*CHECK TOTAL		
		.09493 TUITION-M. BENNETT				
27458	10/30/15	UNITED PARCEL SERVIC	3.64	524679 958793435		P M W 100.1002.2055.000
27458	10/30/15	UNITED PARCEL SERVIC	5.90	524679 958793435		P M W 100.1040.2055.000
27458	10/30/15	UNITED PARCEL SERVIC	13.12	524679 958793435		P M W 100.1002.2055.000
		165 SHIPPING	22.66	*CHECK TOTAL		
27459	10/30/15	US BANK	2,035.00	524677 4089902		P N W 265.2650.2061.020
27460	10/30/15	VERIZON WIRELESS	0.50	524680 9753988291		P N W 100.1040.2015.000
27460	10/30/15	VERIZON WIRELESS	8.58	524680 9753988291		P N W 100.1011.2015.000
27460	10/30/15	VERIZON WIRELESS	68.60	524680 9753988291		P N W 501.5013.2015.000
27460	10/30/15	VERIZON WIRELESS	21.53CR	524680 9753988291		P N W 100.1030.2101.045
27460	10/30/15	VERIZON WIRELESS	26.80	524680 9753988291		P N W 100.1020.2015.000
		4828 POLICE	82.95	*CHECK TOTAL		
27461	10/30/15	VWR INTERNATIONAL LL	37.55	524681 8042810057		P N W 501.5013.2041.000
27462	10/30/15	W P O A	871.42	524689 151023		P N W 690.234
27463	10/30/15	WELLS FARGO EQUIPMEN	184.36	524687 10661400		P N W 501.5011.3002.000
27463	10/30/15	WELLS FARGO EQUIPMEN	4,380.12	524687 10661400		P N W 501.5011.3001.000
		4677 INTEREST	4,564.48	*CHECK TOTAL		
27464	10/30/15	WILLIAMS CHAMBER OF C	8,610.25	524684 151031		P N W 100.1070.3030.000
27465	10/30/15	WILLIAMS COMMUNITY SE	1,500.00	524682 151031		P N W 100.1070.3040.000
27466	10/30/15	WILLIAMS KIDS CLUB	20.00	524688 151023		P N W 690.248
27467	10/30/15	WILLIAMS SENIORS INC	1,875.00	524683 151031		P N W 100.1070.3031.000
GENERAL CHECK FORM			TOTAL	237,066.78		

ACCOUNTS PAYABLE SYSTEM
 11/13/2015 17:05:21

Disbursements Journal

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM							
27430 10/30/15	MCC CONTROL SYSTEMS	4682 AERATION SYSTEM ISSUE	300.00CR	524862	2001881		P N H 501.5013.2081.030
27468 11/06/15	MENDO-LAKE CREDIT UN	104 DIRECT DEPOSIT	350.00	524856	151106		P N H 690.237
27469 11/06/15	AFLAC	4036 125 PLAN POLICY PRE	1,232.17	524857	576600		P N H 690.246
27470 11/06/15	MASSMUTUAL RETIREMEN	4870 DEFERRED COMPENSAT	29,886.19	524858	151106		P N H 690.236
27471 11/06/15	FRANCHISE TAX BOARD	695 PAYROLL DEDUCTION	672.64	524859	151106		P N H 690.233
27472 11/06/15	PERS	256 EMPLOYER CONTRIBUTI	9,757.28	524860	151106		P N H 690.229
27472 11/06/15	PERS	256 EMPLOYEE CONTRIBUTI	6,948.88	524860	151106		P N H 690.230
			16,706.16	*CHECK TOTAL			
27480 11/13/15	BOWERS/AARON	4130 WEBSITE MAINT	383.50CR	524861	136		P M H 100.1002.2081.030
GENERAL CHECK FORM			TOTAL	48,163.66			

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
27473 11/13/15	ADAM'S TIRE & AUTO S	225 VEHICLE MAINT UNIT 24	195.95	524704	612050		P M W 100.1022.2044.000
27474 11/13/15	AIRMEDCARE	4972 MEMBERSHIP	55.00	524703	151101		P N W 690.250
27475 11/13/15	ALPHA ANALYTICAL LAB	7 WATER TEST	55.00	524706	5101059		P N W 503.5033.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 WATER TEST	157.00	524707	5100879		P N W 503.5033.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 WATER TESTS	105.00	524708	50101480		P N W 503.5033.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 WATER TESTS	110.00	524709	5102099		P N W 503.5033.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 WATER TESTS	157.00	524710	5102388		P N W 503.5033.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 WATER TESTS	650.00	524711	5102699		P N W 503.5033.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 WATER TESTS	775.00	524712	5102916		P N W 503.5033.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 WATER TESTS	105.00	524713	5103145		P N W 503.5033.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 WATER TESTS	160.00	524714	5103439		P N W 503.5033.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 WATER TESTS	55.00	524715	5103440		P N W 503.5033.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 SEWER TESTS	84.00	524716	5100883		P N W 501.5013.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 SEWER TESTS	88.00	524717	5100863		P N W 501.5013.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 SEWER TESTS	241.50	524718	5101818		P N W 501.5013.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 SEWER TESTS	84.00	524719	5101760		P N W 501.5013.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 SEWER TESTS	108.00	524720	5101764		P N W 501.5013.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 SEWER TESTS	88.00	524721	5101763		P N W 501.5013.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 SEWER TESTS	84.00	524722	5102465		P N W 501.5013.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 SEWER TESTS	88.00	524723	5102569		P N W 501.5013.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 SEWER TEST	108.00	524724	5102570		P N W 501.5013.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 SEWER TESTS	232.00	524725	5102556		P N W 501.5013.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 SEWER TESTS	254.00	524726	5102687		P N W 501.5013.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 SEWER TESTS	84.00	524727	5103126		P N W 501.5013.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 SEWER TESTS	108.00	524728	5103133		P N W 501.5013.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 SEWER TESTS	88.00	524729	5103134		P N W 501.5013.2061.015
27475 11/13/15	ALPHA ANALYTICAL LAB	7 SEWER TESTS	291.50	524730	5103085		P N W 501.5013.2061.015
			4,360.00	*CHECK TOTAL			
27476 11/13/15	ARAMARK	4443 LOOSE EMBLEMS	207.60	524705	16512643		P N W 100.1016.2025.000
27477 11/13/15	AT&T	4123 POLICE	589.84	524731	7250747		P N W 100.1020.2015.000
27477 11/13/15	AT&T	4123 PUBLIC WORKS	96.45	524731	7250747		P N W 100.1040.2015.000
27477 11/13/15	AT&T	4123 ENGINEERING	96.45	524731	7250747		P N W 100.1042.2015.000
27477 11/13/15	AT&T	4123 POOL	16.61	524731	7250747		P N W 100.1030.2015.000
27477 11/13/15	AT&T	4123 SEWER PLANT	109.60	524731	7250747		P N W 501.5013.2015.000
27477 11/13/15	AT&T	4123 WATER PLANT	70.02	524731	7250747		P N W 503.5030.2015.000
27477 11/13/15	AT&T	4123 AIRPORT	36.98	524731	7250747		P N W 500.5001.2110.000
27477 11/13/15	AT&T	4123 WCAC	34.14	524731	7250747		P N W 600.601
27477 11/13/15	AT&T	4123 4601-2-3 40%	399.57	524731	7250747		P N W 100.1002.2015.000
27477 11/13/15	AT&T	4123 24%	239.74	524731	7250747		P N W 265.2650.2015.000
27477 11/13/15	AT&T	4123 12%	119.87	524731	7250747		P N W 265.2650.2015.000
27477 11/13/15	AT&T	4123 12%	119.87	524731	7250747		P N W 100.1015.2015.000
27477 11/13/15	AT&T	4123 12%	119.87	524731	7250747		P N W 100.1010.2015.000
27477 11/13/15	AT&T	4123 PLANNING 9341 2/3	24.80	524731	7250747		P N W 265.2650.2015.000
27477 11/13/15	AT&T	4123 1/3	12.40	524731	7250747		P N W 100.1010.2015.000
			2,086.21	*CHECK TOTAL			

WARRANT DATE VENDOR
GENERAL CHECK FORM

PO# F 9 S ACCOUNT

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
27478 11/13/15	BARTLE WELLS ASSOCIA	4173 SEPTAGE RATE STUDY	5,000.00	524732	1001		P M W 501.5015.4003.000
27479 11/13/15	BELKORP AG	4843 ROCKSHAFT REPAIR	2,098.95	524735	195347		P N W 501.5013.2041.000
27480 11/13/15	BOWERS/AARON	4130 WEBSITE MAINT	383.50	524733	136		P M W 100.1002.2081.030
27481 11/13/15	BROOKTRAILS TOWNSHIP	491 AIRPORT WATER/SEWER	143.94	524734	CIT0001		P N W 500.5001.2111.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	274.92	524742	151105		P N W 100.1001.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	961.10	524742	151105		P N W 100.1002.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATI	1,858.60	524742	151105		P N W 100.1003.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	45.44	524742	151105		P N W 100.1006.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	45.44	524742	151105		P N W 100.1010.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	420.34	524742	151105		P N W 100.1011.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	454.42	524742	151105		P N W 100.1015.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	202.22	524742	151105		P N W 100.1016.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATI	5,047.82	524742	151105		P N W 100.1020.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATI	2,583.38	524742	151105		P N W 100.1021.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	747.52	524742	151105		P N W 100.1022.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	447.60	524742	151105		P N W 100.1023.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	88.61	524742	151105		P N W 100.1041.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	47.71	524742	151105		P N W 100.1042.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	4.54	524742	151105		P N W 100.1050.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	227.21	524742	151105		P N W 201.2010.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATI	1,220.12	524742	151105		P N W 201.2011.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	218.12	524742	151105		P N W 201.2012.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	402.16	524742	151105		P N W 202.2020.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	22.72	524742	151105		P N W 500.5001.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	431.70	524742	151105		P N W 501.5010.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATI	1,529.12	524742	151105		P N W 501.5011.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATI	2,503.85	524742	151105		P N W 501.5013.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	518.04	524742	151105		P N W 501.5014.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	295.37	524742	151105		P N W 501.5015.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	856.58	524742	151105		P N W 503.5030.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATI	2,247.11	524742	151105		P N W 503.5031.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	2,487.95	524742	151105		P N W 503.5033.1014.000
27482 11/13/15	CALPERS	4985 RETIREMENT OBLIGATION	486.23	524742	151105		P N W 503.5034.1014.000
			41,581.00	*CHECK TOTAL			
27483 11/13/15	CALSTAR	4978 MEMBERSHIP	35.00	524738	151101		P N W 690.251
27484 11/13/15	CANON FINANCIAL SERV	4784 COPIER USAGE	158.06	524736	15491125		P N W 100.1042.2095.000
27484 11/13/15	CANON FINANCIAL SERV	4784 COPIER USAGE	158.06	524736	15491125		P N W 100.1040.2095.000
			316.12	*CHECK TOTAL			
27485 11/13/15	CANON SOLUTIONS AMER	4988 COPIER MAINT	47.15	524743	4017434536		P N W 503.5033.2055.000

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM						
27486	11/13/15	COAST HARDWARE	23.78	524737 151101		P N W 100.1041.2041.000
27486	11/13/15	COAST HARDWARE	34.16	524737 151101		P N W 501.5013.2041.000
27486	11/13/15	COAST HARDWARE	11.87	524737 151101		P N W 503.5031.4003.038
27486	11/13/15	COAST HARDWARE	56.85	524737 151101		P N W 503.5031.2041.000
27486	11/13/15	COAST HARDWARE	17.29	524737 151101		P N W 100.1020.2199.000
27486	11/13/15	COAST HARDWARE	23.78	524737 151101		P N W 100.1022.2044.000
27486	11/13/15	COAST HARDWARE	53.25	524737 151101		P N W 100.1022.2101.032
			220.98	*CHECK TOTAL		
27487	11/13/15	COMPUTER WORKS OF UK	168.04	524740 3682		P M W 100.1005.2055.000
27487	11/13/15	COMPUTER WORKS OF UK	244.33	524740 3682		P M W 100.1003.2081.030
27487	11/13/15	COMPUTER WORKS OF UK	168.05	524740 3682		P M W 100.1010.2055.000
			580.42	*CHECK TOTAL		
27488	11/13/15	COUNTY OF MENDOCINO	1,084.71	524741 151101		P N W 503.5030.3010.000
27488	11/13/15	COUNTY OF MENDOCINO	382.42	524741 151101		P N W 213.2130.3010.000
27488	11/13/15	COUNTY OF MENDOCINO	133.65	524741 151101		P N W 100.1045.3010.000
27488	11/13/15	COUNTY OF MENDOCINO	6,695.32	524741 151101		P N W 501.5010.3010.000
			8,296.10	*CHECK TOTAL		
27489	11/13/15	COUNTY OF MENDOCINO	660.00	524745 201510-2		P N W 100.1020.2081.030
27489	11/13/15	COUNTY OF MENDOCINO	387.26	524745 201510-2		P N W 100.1020.2081.030
27489	11/13/15	COUNTY OF MENDOCINO	797.26	524745 201510-2		P N W 100.1020.2081.030
			797.26	*CHECK TOTAL		
27490	11/13/15	CREATIVE FORMS & CON	144.61	524744 114184		P N W 100.1003.2055.000
27491	11/13/15	CURRY'S DISCOUNT INC	1,224.61	524739 151030		P N W 100.1002.2055.000
27491	11/13/15	CURRY'S DISCOUNT INC	30.89	524739 151030		P N W 100.1042.2055.000
27491	11/13/15	CURRY'S DISCOUNT INC	30.89	524739 151030		P N W 100.1040.2055.000
27491	11/13/15	CURRY'S DISCOUNT INC	207.72	524739 151030		P N W 501.5013.2055.000
27491	11/13/15	CURRY'S DISCOUNT INC	31.17	524739 151030		P N W 100.1022.2101.031
27491	11/13/15	CURRY'S DISCOUNT INC	56.05	524739 151030		P N W 100.1020.2055.000
			1,581.33	*CHECK TOTAL		
27492	11/13/15	DEEP VALLEY SECURITY	144.47	524748 285068		P N W 100.1002.2055.000
27492	11/13/15	DEEP VALLEY SECURITY	43.95	524749 285426		P N W 100.1040.2081.030
27492	11/13/15	DEEP VALLEY SECURITY	43.95	524749 285426		P N W 100.1042.2081.030
27492	11/13/15	DEEP VALLEY SECURITY	120.00	524750 285257		P N W 100.1020.2081.030
			352.37	*CHECK TOTAL		
27493	11/13/15	DISCOVERY OFFICE SYS	350.00	524751 55E1287533		P N W 100.1020.2041.000
27494	11/13/15	DOWNTOWN FORD SALES	36,456.84	524746 233772	003724	P N W 503.5033.4002.000
27494	11/13/15	DOWNTOWN FORD SALES	40,340.68	524747 233773	003725	P N W 503.5033.4002.000
			76,797.52	*CHECK TOTAL		
27495	11/13/15	EBA ENGINEERING INC	956.78	524756 28497		P N W 201.2011.2081.030

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM						
27496	11/13/15	EEL RIVER FUELS				
27496	11/13/15	EEL RIVER FUELS	108.02	524752 436792		P N W 100.126
27496	11/13/15	EEL RIVER FUELS	1,028.98	524753 436801		P N W 100.125
27496	11/13/15	EEL RIVER FUELS	124.35	524754 435638		P N W 501.5013.2041.000
27496	11/13/15	EEL RIVER FUELS	62.82	524755 435650		P N W 501.5013.2041.000
27496	11/13/15	EEL RIVER FUELS	752.31	524759 437489		P N W 100.125
			2,076.48	*CHECK TOTAL		
27497	11/13/15	FISHER WIRELESS	1,266.30	524758 1796		P N W 100.1020.2041.000
27498	11/13/15	FLEXI-LINER	42,870.00	524757 151110		P N W 503.5031.4003.002
27499	11/13/15	GAMBLE/BRANDI	26.45	524761 151016		P N W 100.1020.2105.000
27500	11/13/15	GCS ENVIRONMENTAL	288.44	524763 12600		P N W 201.2011.2041.000
27501	11/13/15	GOLDEN STATE OVERNIG	6.15	524760 2935025		P N W 100.1022.2101.031
27502	11/13/15	GROUNDWATER & ENVIRO	1,101.32	524762 740263		P N W 201.2011.2081.030
27503	11/13/15	JD REDHOUSE	17.84	524769 7551		P N W 201.2012.2041.000
27503	11/13/15	JD REDHOUSE	134.05	524770 151031		P N W 661.6610.2199.000
			151.89	*CHECK TOTAL		
27504	11/13/15	JENSEN PRECAST	5,021.78	524771 NC63891	003741	P N W 501.5013.4003.001
27505	11/13/15	JIM-N-I RENTALS	17.22	524764 47137D		P M W 503.5031.4003.038
27505	11/13/15	JIM-N-I RENTALS	172.20	524765 47137C		P M W 503.5031.4003.038
27505	11/13/15	JIM-N-I RENTALS	346.00	524766 47111C		P M W 503.5031.4003.038
27505	11/13/15	JIM-N-I RENTALS	34.60	524767 47111D		P M W 503.5031.4003.038
27505	11/13/15	JIM-N-I RENTALS	495.95	524768 45948G		P M W 503.5031.4003.038
			1,065.97	*CHECK TOTAL		
27506	11/13/15	KILLION/FRED	800.00	524772 151109		P M W 100.1016.2061.020
27506	11/13/15	KILLION/FRED	100.00	524772 151109		P M W 600.602
			900.00	*CHECK TOTAL		
27507	11/13/15	LANCE/JAMES H.	8,415.00	524775 3135		P M W 100.1004.2081.030
27508	11/13/15	LEIGHTON STONE CORP	188.39	524777 1114559		P N W 503.5031.2041.000
27508	11/13/15	LEIGHTON STONE CORP	282.95	524778 1115000		P N W 503.5033.2041.000
27508	11/13/15	LEIGHTON STONE CORP	68.05	524779 1114743		P N W 503.5031.2041.000
27508	11/13/15	LEIGHTON STONE CORP	114.44CR	524780 1102592		P N W 503.5031.2041.000
			424.95	*CHECK TOTAL		
27509	11/13/15	LES SCHWAB TIRES INC	70.07	524781 63700106921		P N W 503.5031.2044.000
27509	11/13/15	LES SCHWAB TIRES INC	310.78	524782 63700107411		P N W 100.1041.2041.000
			380.85	*CHECK TOTAL		

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM							
27510	11/13/15	LEXIPOL LLC	4995 LE IMPLEMENTATION S	1,062.00	524773	15041	P N W 651.6510.2199.000
27511	11/13/15	LITTLE LAKE AUTO PAR	46 EQUIP MAINT	843.70	524776	151031	P N W 100.1041.2041.000
27511	11/13/15	LITTLE LAKE AUTO PAR	46 AUTO MAINT SUPPLIES	123.26	524776	151031	P N W 501.5011.2041.000
27511	11/13/15	LITTLE LAKE AUTO PAR	46 AUTO MAINT SUPPLIES	428.04	524776	151031	P N W 501.5013.2041.000
27511	11/13/15	LITTLE LAKE AUTO PAR	46 EQUIP MAINT SUPPLIES	38.80	524776	151031	P N W 503.5031.2044.000
27511	11/13/15	LITTLE LAKE AUTO PAR	46 EQUIP MAINT SUPPLIES	16.49	524776	151031	P N W 503.5031.2041.000
27511	11/13/15	LITTLE LAKE AUTO PAR	46 VEHICLE MAINT	36.74	524776	151031	P N W 503.5033.2041.000
				1,487.03	*CHECK TOTAL		
27512	11/13/15	LITTLE LAKE FIRE DIS	650 PERMIT FEE	200.00	524774	151102	P N W 600.604
27513	11/13/15	MATRIX CONSULTING GR	4701 COST ALLOCATION PLA	3,600.00	524785	1	P M W 100.1003.2081.030
27513	11/13/15	MATRIX CONSULTING GR	4701 COST ALLOCATION PLA	2,400.00	524786	2	P M W 100.1003.2081.030
27513	11/13/15	MATRIX CONSULTING GR	4701 COST ALLOCATION PLA	1,950.00	524787	3	P M W 100.1003.2081.030
				7,950.00	*CHECK TOTAL		
27514	11/13/15	MATTSON/SCOTT	.09494 PRE EMP FINGERPRINTS	20.00	524788	141556	P N W 100.1005.2061.013
27515	11/13/15	MATTSON/SCOTT	.09495 DRIVING RECORD	5.00	524789	151006	P N W 100.1005.2061.013
27516	11/13/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	60.16	524783	151031	P N W 100.1016.2041.000
27516	11/13/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	15.56	524783	151031	P N W 100.1016.2025.000
27516	11/13/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	107.99	524783	151031	P N W 100.1041.2041.000
27516	11/13/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	103.35	524783	151031	P N W 100.1050.2041.000
27516	11/13/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	25.74	524783	151031	P N W 100.1050.2045.000
27516	11/13/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	66.34	524783	151031	P N W 201.2011.2101.033
27516	11/13/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	171.70	524783	151031	P N W 500.5001.2045.000
27516	11/13/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	1,223.36	524783	151031	P N W 501.5011.2041.000
27516	11/13/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	26.29	524783	151031	P N W 501.5013.2041.000
27516	11/13/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	583.72	524783	151031	P N W 503.5031.2101.038
27516	11/13/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	262.52	524783	151031	P N W 503.5031.2041.000
27516	11/13/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	375.24	524783	151031	P N W 503.5031.4003.038
27516	11/13/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	64.18	524783	151031	P N W 503.5033.2041.000
				3,122.43	*CHECK TOTAL		
27517	11/13/15	MODERN MARKETING	4499 GLOW IN THE DARK BRAC	368.72	524784	MM112490	P N W 651.6510.2199.000
27518	11/13/15	NGUYEN/VIET	4930 MEDICAL SUPPLIES	72.78	524793	2748547	P N W 100.1022.2101.033
27519	11/13/15	NOR-CAL RECYCLED ROC	4067 SLURRY	496.89	524790	10646	P N W 501.5013.4003.001
27519	11/13/15	NOR-CAL RECYCLED ROC	4067 CONCRETE	511.01	524791	10738	P N W 501.5013.4003.001
27519	11/13/15	NOR-CAL RECYCLED ROC	4067 SLURRY	635.78	524792	10817	P N W 501.5013.4003.001
				1,643.68	*CHECK TOTAL		
27520	11/13/15	O'SHEA/KENAN	.09496 DRIVING RECORD	5.00	524794	151007	P N W 100.1005.2061.013

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM						
27521	11/13/15	O'SHEA/KENAN	12.00	524795 358342		P N W 100.1005.2061.013
27522	11/13/15	OLDCASTLE PRECAST IN		524796 30212112		P N W 202.2020.2101.035
27522	11/13/15	OLDCASTLE PRECAST IN	1,445.17	524797 30211827		P N W 501.5013.4003.001
			2,213.75	*CHECK TOTAL		
27523	11/13/15	P G & E COMPANY	1,488.00	524800 151026		P N W 100.1016.2110.000
27523	11/13/15	P G & E COMPANY	10.18	524800 151026		P N W 100.1020.2110.000
27523	11/13/15	P G & E COMPANY	346.72	524800 151026		P N W 100.1040.2110.000
27523	11/13/15	P G & E COMPANY	131.55	524800 151026		P N W 100.1042.2110.000
27523	11/13/15	P G & E COMPANY	1,164.46	524800 151026		P N W 100.1050.2110.000
27523	11/13/15	P G & E COMPANY	5,494.87	524800 151026		P N W 201.2010.2110.000
27523	11/13/15	P G & E COMPANY	314.18	524800 151026		P N W 500.5001.2110.000
27523	11/13/15	P G & E COMPANY	14,063.03	524800 151026		P N W 501.5011.2110.000
27523	11/13/15	P G & E COMPANY	1,646.34	524800 151026		P N W 501.5013.2110.000
27523	11/13/15	P G & E COMPANY	4,033.22	524805 7481449-2		P N W 503.5033.2110.000
27523	11/13/15	P G & E COMPANY	28,743.99	*CHECK TOTAL		P N W 503.5031.4003.001
27524	11/13/15	PACIFIC INTERNET INC	95.00	524806 151102		P N W 100.1003.2041.000
27525	11/13/15	PEDERSEN/DELORES	23.53	524799 7929854		P N W 100.1002.2055.000
27526	11/13/15	PERPETUAL ENERGY SYS	19,092.46	524804 WIL-1510		P N W 503.5033.2110.000
27527	11/13/15	PETERSON	3,507.43	524801 SW060020770		P M W 501.5013.2041.000
27527	11/13/15	PETERSON	2,848.92	524802 SW060020741		P M W 100.1041.2041.000
			6,356.35	*CHECK TOTAL		
27528	11/13/15	PLATT	288.59	524803 H967403		P N W 503.5031.4003.038
27529	11/13/15	R E M I F	87.04	524808 151201		P N W 690.231
27529	11/13/15	R E M I F	297.06	524808 151201		P N W 690.231
			384.10	*CHECK TOTAL		
27530	11/13/15	R J RICCIARDI INC	3,002.50	524814 9342		P N W 100.1003.2081.030
27531	11/13/15	RAMSEY/DAN	1,833.00	524811 151031		P M W 500.5001.2081.030
27532	11/13/15	RAO CONSTRUCTION	31,786.60	524809 2015-01		P M W 207.2070.4003.002
27533	11/13/15	REDWOOD ELECTRICAL S	1,190.00	524810 289		P N W 503.5031.4003.038
27534	11/13/15	REDWOOD TOXICOLOGY I	33.75	524807 1930201510		P N W 100.1020.2061.014
27535	11/13/15	ROSENOW SPEVACEK GRO	112.50	524812 I000890		P N W 265.2650.2081.030
27536	11/13/15	RUCKMAN/JUNE	66.91	524813 151105		P N W 600.601

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM							
27537 11/13/15	SILVA SEPTIC INC	4577 PORTABLE RESTROOM REN	173.00	524824	61441		P N W 501.5013.2081.030
27538 11/13/15	SMALL FARMERS ASSOCI	.09498 CLEANING DEPOSIT REFU	200.00	524826	151110		P N W 100.1016.7250.000
27539 11/13/15	SOLID WASTE OF WILLI	330 REFUSE DISPOSAL	49.98	524821	8		P M W 503.5033.2045.000
27539 11/13/15	SOLID WASTE OF WILLI	330 REFUSE DISPOSAL	66.13	524822	9		P M W 503.5031.4003.001
27539 11/13/15	SOLID WASTE OF WILLI	330 BIN SERVICE	216.02	524823	96		P M W 501.5013.2199.000
			332.13	*CHECK TOTAL			
27540 11/13/15	STATE BOARD OF EQUAL	4317 WATER RIGHTS	167.01	524816	0002 2917 639		P N W 503.5030.2001.002
27540 11/13/15	STATE BOARD OF EQUAL	4317 WATER RIGHTS	197.69	524817	0002 2738 323		P N W 503.5030.2001.002
27540 11/13/15	STATE BOARD OF EQUAL	4317 WATER RIGHTS	250.67	524818	0002 2739 113		P N W 503.5030.2001.002
27540 11/13/15	STATE BOARD OF EQUAL	4317 WATER RIGHTS	150.00	524819	0002 2948 725		P N W 503.5030.2001.002
			765.37	*CHECK TOTAL			
27541 11/13/15	STATE OF CALIFORNIA	843 LIVESCAN	64.00	524820	129990		P N W 100.1005.2061.013
27542 11/13/15	STATE WATER RESOURCE	4392 ANNUAL PERMIT FEE	19,798.00	524815	WD-0108627		P N W 213.2130.2001.002
27543 11/13/15	UKIAH AUTO DISMANTLE	4882 VEHICLE ABATEMENT	750.00	524839	151001		P N W 100.1020.6001.000
27544 11/13/15	UNIVAR USA INC	655 WATER PLANT CHEMICA	1,814.70	524838	SJT15173		P N W 503.5033.2101.034
27545 11/13/15	US BANK	4726 ADMIN FEES	1,250.00	524827	9564687		P N W 100.1003.2199.000
27546 11/13/15	UTILITY SUPPLY OF AM	3997 CREDIT RETURN	83.21CR	524828	760455		P N W 503.5033.2061.015
27546 11/13/15	UTILITY SUPPLY OF AM	3997 SENSORS	497.50	524829	778136		P N W 503.5031.2041.000
27546 11/13/15	UTILITY SUPPLY OF AM	3997 FIELD KIT	583.26	524830	777851		P N W 503.5031.2041.000
27546 11/13/15	UTILITY SUPPLY OF AM	3997 CREDIT RETURN	1,167.70CR	524831	767462		P N W 501.5013.2041.000
27546 11/13/15	UTILITY SUPPLY OF AM	3997 GASKET	107.88	524832	787667		P N W 503.5031.2041.000
27546 11/13/15	UTILITY SUPPLY OF AM	3997 DISCHARGE HOSE	704.30	524833	791094		P N W 501.5013.2041.000
27546 11/13/15	UTILITY SUPPLY OF AM	3997 HOSE SHANK	225.55	524834	791252		P N W 501.5013.2041.000
27546 11/13/15	UTILITY SUPPLY OF AM	3997 SHOWER/EYE WASH STATI	810.28	524835	785084		P N W 503.5031.4003.038
27546 11/13/15	UTILITY SUPPLY OF AM	3997 FREEZE PROOF SHOWER	1,195.03	524836	785276		P N W 503.5031.4003.038
27546 11/13/15	UTILITY SUPPLY OF AM	3997 GLOVES/LDO PROBE/TE	1,442.47	524837	794583		P N W 501.5013.2101.033
			4,315.36	*CHECK TOTAL			
27547 11/13/15	WECO INDUSTRIES LLC	4044 TV TRUCK CAMERA REP	2,747.86	524845	35159-IN		P N W 501.5011.2041.000
27548 11/13/15	WEEKS DRILLING & PUM	4982 RELOCATE WELL PUMP	17,400.96	524844	343767		P N W 503.5031.4003.038
27549 11/13/15	WESTAMERICA BANK	4161 PRINCIPAL	4,145.23	524849	151027		P N W 501.5011.3001.000
27549 11/13/15	WESTAMERICA BANK	4161 INTEREST	165.56	524849	151027		P N W 501.5011.3002.000
			4,310.79	*CHECK TOTAL			
27550 11/13/15	WILLITS KIDS CLUB	3981 PAYROLL DEDUCTION	20.00	524847	151106		P N W 690.248
27551 11/13/15	WILLITS NEWS	179 NOTICE OF HEARING	116.20	524850	5588906		P N W 100.1010.2090.000

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM						
27551 11/13/15	WILLITS NEWS	179 CLASSIFIED AD	128.08 244.28	524851 5592849 *CHECK TOTAL		P N W 100.1005.2091.000
27552 11/13/15	WILLITS ONLINE LLC	4108 WCAC INTERNET SERVICE	52.03	524846 409740		P N W 600.601
27553 11/13/15	WILLITS POWER	1245 CONCRETE MIX	29.16	524841 336084		P M W 100.1041.2041.000
27553 11/13/15	WILLITS POWER	1245 INSULATION/DUCT TAPE	58.15	524842 336611		P M W 503.5031.4003.038
27553 11/13/15	WILLITS POWER	1245 ASPHALT/DUCTILE/METAL	43.21	524843 336059		P M W 501.5013.4003.001
			130.52	*CHECK TOTAL		
27554 11/13/15	WILLITS RENTAL CENTE	4100 WALK BEHIND TRENCHER	120.00	524840 1500350A		P N W 503.5031.4003.038
27555 11/13/15	WIPF/ERNEST	1032 COMM ST BRIDGE WOR	13,440.00	524848 37563		P M W 201.2012.2101.045
27556 11/13/15	XEROX BUSINESS SERVI	4947 NEW VISION TSA	3,748.69	524852 1205518		P N W 100.1003.2041.000
27557 11/13/15	101 TRAILER AND RV	474 BUSHING/BALL KIT/RECEI	71.95	524853 128734		P N W 503.5033.2041.000
27557 11/13/15	101 TRAILER AND RV	474 BALL DROP RETURN	32.42CR	524854 128761		P N W 503.5031.2041.000
27557 11/13/15	101 TRAILER AND RV	474 PINTLE COMBO/SHANK PL	194.85	524855 128762		P N W 503.5033.2041.000
			234.38	*CHECK TOTAL		
		TOTAL	393,667.11			

GENERAL CHECK FORM

ACCOUNTS PAYABLE SYSTEM
12/03/2015 13:51:50

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WARRANT DATE VENDOR

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GENERAL CHECK FORM

DESCRIPTION AMOUNT CLAIM INVOICE

27382	10/15/15	WILLIAMS/AMANDA	.09512	WATER DEPOSIT REFUND	2.93CR	524971	10402803012	P N H	503.111
27558	11/16/15	DAL POGGETTO/PETER	.09513	CLAIM FOR DAMAGED TIRE	83.50	524972	151116	P N H	100.1002.2033.000
27559	11/19/15	BUSCH/ROBERT	.09514	MEDICAL BILLS REIMBUR	875.36	524973	151119	P N H	100.1002.2033.000
27560	11/20/15	MENDO-LAKE CREDIT UN	104	DIRECT DEPOSIT	350.00	524974	151120	P N H	690.237
27561	11/20/15	AFLAC	4036	125 PLAN POLICY PRE	1,232.17	524975	657588	P N H	690.246
27562	11/20/15	MASSMUTUAL RETIREMEN	4870	DEFERRED COMPENSATI	2,348.00	524976	151120	P N H	690.236
27563	11/20/15	FRANCHISE TAX BOARD	695	PAYROLL DEDUCTION FOR	454.40	524977	151120	P N H	690.233
27564	11/20/15	FRANCHISE TAX BOARD	695	PAYROLL DEDUCTION FOR	672.64	524978	151120	P N H	690.233
27565	11/20/15	PERS	256	EMPLOYER CONTRIBUTI	9,810.52	524979	151120	P N H	690.229
27565	11/20/15	PERS	256	EMPLOYEE CONTRIBUTI	7,063.73	524979	151120	P N H	690.230
					16,874.25				
									*CHECK TOTAL
27566	11/19/15	CERATTO/MICHAEL	4787	WCA JANITORIAL	175.00	524967	932619	P M H	600.601
27566	11/19/15	CERATTO/MICHAEL	4787	WCA JANITORIAL	175.00CR	524968	932619	P M H	600.601
					0.00				*CHECK TOTAL
27567	11/19/15	CERATTO/MICHAEL	4787	WCAC JANITORIAL SVCS	175.00	524970	932619	P M H	600.601
27568	11/19/15	PITNEY BOWES	4507	POSTAGE	4,229.78	524965	151111	P N H	100.1002.2055.000
27569	11/20/15	COUNTY OF MENDOCINO	4440	HEP COMBO VAC K. O'SHE	60.00	524964	151120	P N H	100.1005.2061.013
27569	11/20/15	COUNTY OF MENDOCINO	4440	HEP COMBO VAC S MATTSO	60.00	524964	151120	P N H	100.1005.2061.013
					120.00				*CHECK TOTAL

GENERAL CHECK FORM

TOTAL 27,412.17

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM						
25068 09/15/14	KARP/SUSAN	.09506 WATER OVERPAYMENT	6.30CR	524910 10200200001		P N H 503.0503.6600.000
27570 11/30/15	ACME RIGGING INC	3 RATCHET SNUGGER ASSEM	59.21	524867 274501		P N W 501.5013.2041.000
27571 11/30/15	AIRMEDCARE	4972 MEMBERSHIP	55.00	524874 151101		P N W 690.250
27572 11/30/15	ANDERSON/STEVE	4427 OFFICE SUPPLIES	53.50	524868 510910		P N W 503.5033.2055.000
27572 11/30/15	ANDERSON/STEVE	4427 TEST WATER	16.35	524869 151110		P N W 503.5033.2101.034
27572 11/30/15	ANDERSON/STEVE	4427 OFFICE SUPPLIES	28.32	524870 950655		P N W 503.5033.2055.000
			98.17	*CHECK TOTAL		
27573 11/30/15	ARAMARK	4443 WORK SHIRTS WATER	365.62	524872 16529997		P N W 503.5031.2010.000
27573 11/30/15	ARAMARK	4443 WORK SHIRTS PUBLIC WO	166.36	524872 16529997		P N W 100.1041.2010.000
27573 11/30/15	ARAMARK	4443 WORK SHIRTS SEWER	193.80	524872 16529997		P N W 501.5013.2010.000
27573 11/30/15	ARAMARK	4443 WORK SHIRTS T BOND	71.60	524873 16534412		P N W 100.1041.2010.000
			797.38	*CHECK TOTAL		
27574 11/30/15	ARAMARK UNIFORM SERV	4065 MATS/RAGS/MOPS	646.02	524871 151031		P N W 100.1016.2199.000
27574 11/30/15	ARAMARK UNIFORM SERV	4065 MATS/RAGS	414.76	524871 151031		P N W 501.5013.2199.000
27574 11/30/15	ARAMARK UNIFORM SERV	4065 MATS	36.52	524871 151031		P N W 100.1040.2081.030
27574 11/30/15	ARAMARK UNIFORM SERV	4065 MATS	18.26	524871 151031		P N W 100.1042.2081.030
			1,115.56	*CHECK TOTAL		
27575 11/30/15	AUTO MART AUTO REPAI	4791 VEHICLE MAINT UNIT #2	361.38	524863 19514		P M W 100.1022.2044.000
27575 11/30/15	AUTO MART AUTO REPAI	4791 VEHICLE MAINT UNIT #1	248.25	524864 19506		P M W 100.1041.2044.000
			609.63	*CHECK TOTAL		
27576 11/30/15	B & B INDUSTRIAL SUP	9 ANGLE IRON/REC TUBE/F	483.33	524876 174145		P N W 501.5013.2041.000
27577 11/30/15	BANK OF AMERICA	10 OFFICE SUPPLIES	36.93	524878 151118		P N W 100.1002.2055.000
27577 11/30/15	BANK OF AMERICA	10 DOOR SIGNS	313.95	524878 151118		P N W 100.1016.2025.000
27577 11/30/15	BANK OF AMERICA	10 PARMA CONFERENCE	600.81	524878 151118		P N W 100.1002.2105.000
27577 11/30/15	BANK OF AMERICA	10 PARMA CONFERENCE	570.81	524878 151118		P N W 100.1041.2105.000
27577 11/30/15	BANK OF AMERICA	10 PARMA CONFERENCE	522.20	524878 151118		P N W 100.1003.2105.000
27577 11/30/15	BANK OF AMERICA	10 PARK SUPPLIES	201.87	524878 151118		P N W 100.1050.2101.045
27577 11/30/15	BANK OF AMERICA	10 MEMBERSHIP	150.00	524878 151118		P N W 100.1005.2105.000
27577 11/30/15	BANK OF AMERICA	10 CALTRANS MTG REFRESHME	22.99	524878 151118		P N W 100.1001.2055.000
27577 11/30/15	BANK OF AMERICA	10 TRAINING	117.68	524878 151118		P N W 501.5013.2101.032
27577 11/30/15	BANK OF AMERICA	10 PARMA CONFERENCE	320.00	524878 151118		P N W 503.5030.2015.000
27577 11/30/15	BANK OF AMERICA	10 TRAINING/LODGING	606.37	524878 151118		P N W 503.5033.2105.000
27577 11/30/15	BANK OF AMERICA	10 WATER PLANT INTERNET	49.99	524878 151118		P N W 503.5030.2015.000
27577 11/30/15	BANK OF AMERICA	10 LEIBERT LIBRARY MEMBE	995.00	524878 151118		P N W 100.1005.2050.000
27577 11/30/15	BANK OF AMERICA	10 REMIF TRANS/LODGING 1,	176.51	524878 151118		P N W 100.1005.2105.000
27577 11/30/15	BANK OF AMERICA	10 ADOBE ACROBAT SUBSCRIP	14.99	524878 151118		P N W 100.1003.2041.000
27577 11/30/15	BANK OF AMERICA	10 MEALS/PARKING/FUEL	165.57	524878 151118		P N W 100.1005.2105.000
27577 11/30/15	BANK OF AMERICA	10 DISPATCH SUPPLIES 1,	056.87	524878 151118		P N W 651.6510.2199.000
27577 11/30/15	BANK OF AMERICA	10 JAIL SUPPLIES	15.00	524878 151118		P N W 100.1020.2199.000
27577 11/30/15	BANK OF AMERICA	10 FRIST AID SUPPLIES	12.95	524878 151118		P N W 100.1022.2101.033
27577 11/30/15	BANK OF AMERICA	10 FASTRAK	25.00	524878 151118		P N W 100.1022.2044.000
			6,975.49	*CHECK TOTAL		

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM							
27578	11/30/15	BARCO PRODUCTS COMPA	4332	PET LITTER BAGS	237.80	524879	111500156 P M W 100.1050.2045.000
27579	11/30/15	BARTKIEWICZ, KRONICK	4073	LEGAL SERVICES	238.90	524880	8729.0001 P N W 503.5030.2061.010
27580	11/30/15	BAYLOR/MARJORIE	.09500	OVERPAYMENT REFUND	35.16	524877	10100670001 P N W 503.0503.6600.000
27581	11/30/15	BENNETT/MICHAEL	4899	LODGING 12/6-9/2015	381.51	524875	270695530 P N W 100.1020.2106.000
27581	11/30/15	BENNETT/MICHAEL	4899	DINNER PER DIEM 12/6/1	20.00	524875	270695530 P N W 100.1020.2106.000
27581	11/30/15	BENNETT/MICHAEL	4899	PER DIEM 12/7-9/2015	120.00	524875	270695530 P N W 100.1020.2106.000
			521.51	*CHECK TOTAL			
27582	11/30/15	BOWERS/JOSH	4239	WEBSITE MAINT	383.50	524881	136 P M W 100.1002.2081.030
27583	11/30/15	CAL SOCIETY OF	5000	CONFERENCE MARCH 1-4	370.00	524887	164797 P N W 100.1003.2105.000
27584	11/30/15	CALSTAR	4978	MEMBERSHIP	35.00	524885	1511101 P N W 690.251
27585	11/30/15	CHEVRON USA, INC.	27	FUEL	32.59	524882	45940040 P N W 100.1022.2044.000
27586	11/30/15	COASTLAND ENGINEERIN	4145	BLDG DEPT SERVICES	2,000.00	524889	38367 P N W 100.1015.2081.030
27587	11/30/15	COMCAST	4575	CITY HALL INTERNET	128.90	524883	1511104 P N W 100.1003.2041.000
27588	11/30/15	COMMUNITY FOUNDATION	.09502	CLEANING DEPOSIT REFUN	50.00	524888	1511119 P N W 600.602
27589	11/30/15	COUNTY OF MENDOCINO	33	JC ELEC SVC AUG 2015	945.05	524884	2015-8 P N W 100.1020.2110.000
27589	11/30/15	COUNTY OF MENDOCINO	33	JC WATER SVC AUGUST 20	81.36	524884	2015-8 P N W 100.1020.2110.000
27589	11/30/15	COUNTY OF MENDOCINO	33	JC GARBAGE SVC AUG 201	78.50	524884	2015-8 P N W 100.1020.2110.000
			1,104.91	*CHECK TOTAL			
27590	11/30/15	COUNTY OF MENDOCINO	197	SERAF PRINC LOAN	171,061.00	524943	1511130 P N W 265.203
27590	11/30/15	COUNTY OF MENDOCINO	197	SERAF INTEREST PMT	445.00	524943	1511130 P N W 265.2650.3002.000
			171,506.00	*CHECK TOTAL			
27591	11/30/15	CREEKMUR/ERIN	.09501	WATER DEPOSIT REFUND	33.18	524886	10302240001 P N W 503.111
27592	11/30/15	D'ORAZIO/RENAULD	4928	LODGING 3 NIGHTS	401.24	524891	234923164 P N W 100.1020.2106.000
27592	11/30/15	D'ORAZIO/RENAULD	4928	DINNER PER DIEM 12/6/1	20.00	524891	234923164 P N W 100.1020.2106.000
27592	11/30/15	D'ORAZIO/RENAULD	4928	PER DIEM 12/7-9/2015	120.00	524891	234923164 P N W 100.1020.2106.000
			541.24	*CHECK TOTAL			
27593	11/30/15	DONAHUE/JAKE	4338	LODGING 1 NIGHT	223.76	524890	67857792 P N W 100.1020.2105.000
27593	11/30/15	DONAHUE/JAKE	4338	PER DIEM 12/14-15/2015	80.00	524890	67857792 P N W 100.1020.2105.000
			303.76	*CHECK TOTAL			
27594	11/30/15	EEL RIVER FUELS	28	DIESEL	72.61	524892	440598 P N W 100.126
27594	11/30/15	EEL RIVER FUELS	28	FUEL	778.37	524893	440599 P N W 100.125
27594	11/30/15	EEL RIVER FUELS	28	FUEL	664.98	524894	439373 P N W 100.125

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
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27594	11/30/15	EEL RIVER FUELS	28 DIESEL	263.24	524895	439374		P N W 100.126
27594	11/30/15	EEL RIVER FUELS	28 DIESEL	239.58	524896	438460		P N W 100.126
				2,018.78	*CHECK TOTAL			
27595	11/30/15	GAMETIME	4667 COIL SPRING	344.11	524897	PJI-0025303		P N W 100.1050.2045.000
27596	11/30/15	GARCIA/CREGG	.09503 WATER DEPOSIT REFUND	62.40	524902	10402830001		P N W 503.111
27597	11/30/15	GOLDEN STATE OVERNIG	4728 EVIDENCE SHIPPING	13.84	524898	2942095		P N W 100.1022.2101.031
27598	11/30/15	GRAINGER	173 CASTER/SCREW/WASHER/N	613.09	524899	9897176237		P M W 501.5013.2045.000
27598	11/30/15	GRAINGER	173 BALLAST	171.93	524900	9894732404		P M W 100.1016.2025.000
27598	11/30/15	GRAINGER	173 BALLAST	43.14	524901	9894732412		P M W 100.1016.2025.000
				828.16	*CHECK TOTAL			
27599	11/30/15	HARRIS/KAREN	4674 ADV DISABILITY PENS	2,926.80	524962	151130		P N W 100.1022.1014.000
27600	11/30/15	HARTER/ELIZABETH	.09504 WATER DEPOSIT REFUND	18.56	524905	10102960004		P N W 503.111
27601	11/30/15	HBE CORPORATION	.09505 HYDRANT DEPOSIT REFUND	88.00	524907	2053034		P N W 503.0503.6604.000
27602	11/30/15	HEIKEN/ERIK	4342 PER DIEM	60.00	524906	151124		P N W 651.6510.2199.000
27603	11/30/15	HERMAN/SCOTT	4735 PER DIEM T4 TRAINING	63.00	524904	151117		P N W 503.5033.2105.000
27603	11/30/15	HERMAN/SCOTT	4735 PER DIEM T4 TEST	25.00	524904	151117		P N W 503.5033.2105.000
				88.00	*CHECK TOTAL			
27604	11/30/15	HEWETT/DONALD KEITH	4039 TOW UNIT #247	85.00	524865	39143		P M W 100.1022.2044.000
27604	11/30/15	HEWETT/DONALD KEITH	4039 TOW UNIT #247	157.00	524866	41610		P M W 100.1022.2044.000
				242.00	*CHECK TOTAL			
27605	11/30/15	HOUSE DOCTOR PAINT S	281 DISPATCH UPGRADE SUPPL	82.68	524903	8590		P N W 651.6510.2199.000
27606	11/30/15	I B E W	255 EMPLOYEE CONTRIBUTION	371.89	524908	151120		P N W 690.235
27607	11/30/15	JDS	4324 PARKING CITATION ADMI	100.00	524909	5695		P N W 100.1020.2081.030
27608	11/30/15	KARP/SUSAN	.09507 WATER DEPOSIT REFUND	6.30	524911	10200200001		P N W 503.0503.6600.000
27609	11/30/15	KILLION/FRED	4607 JANITORIAL SVC	130.00	524912	PW&ENG15/16-05		P M W 100.1040.2081.030
27609	11/30/15	KILLION/FRED	4607 JANITORIAL SVC	130.00	524912	PW&ENG15/16-05		P M W 100.1042.2081.030
27609	11/30/15	KILLION/FRED	4607 JANITORIAL CITY HALL	800.00	524913	151120		P M W 100.1016.2061.020
27609	11/30/15	KILLION/FRED	4607 EVENT CLEAN UP	75.00	524913	151120		P M W 600.602
				1,135.00	*CHECK TOTAL			
27610	11/30/15	LAVENDUSKEY/CAYLIE	4582 PER DIEM 12/16/2015	40.00	524914	151124		P N W 100.1020.2105.000
27611	11/30/15	LSQ FUNDING GROUP LC	4991 PW MAINT WORKER	1,023.60	524915	80		P N W 100.1050.2081.030

WARRANT DATE VENDOR

GENERAL CHECK FORM

DESCRIPTION AMOUNT CLAIM INVOICE PO# F 9 S ACCOUNT

27611	11/30/15	LSQ FUNDING GROUP LC	4991 PW MAINT WORKER	1,023.60	524916 99	P N W	100.1050.2081.030
27611	11/30/15	LSQ FUNDING GROUP LC	4991 PW MAINT WORKER	1,023.60	524917 117	P N W	100.1050.2081.030
				3,070.80	*CHECK TOTAL		
27612	11/30/15	MCNELLEY/MARK	4579 K-9 KENNEL ROOFING MA	127.19	524919 151124	P N W	651.6510.2199.000
27613	11/30/15	MEAD & HUNT INC	4031 ALP UPDATE	15,132.35	524922 256508	P N W	500.5001.2081.030
27614	11/30/15	MENDOCINO JANITORIAL	4255 PD JANITORIAL	1,100.00	524918 706168	P M W	100.1016.2061.020
27615	11/30/15	MUNISERVICES, LLC	1441 SUTA SERVICES	52.74	524920 39592	P N W	100.1003.2081.030
27615	11/30/15	MUNISERVICES, LLC	1441 SUTA SERVICES	378.50	524921 39591	P N W	100.1003.2081.030
				431.24	*CHECK TOTAL		
27616	11/30/15	NEWELL/TAMERA	.09508 WATER DEPOSIT REFUND	66.18	524923 10200910007	P N W	503.111
27617	11/30/15	NOR-CAL RECYCLED ROC	4067 CONCRETE	360.84	524924 10883	P N W	501.5013.4003.001
27617	11/30/15	NOR-CAL RECYCLED ROC	4067 CONCRETE	360.84	524925 10882	P N W	501.5013.4003.001
				721.68	*CHECK TOTAL		
27618	11/30/15	P G & E COMPANY	114 ENGINEERING	71.57	524928 151117	P N W	100.1042.2110.000
27618	11/30/15	P G & E COMPANY	114 PARKS	248.39	524928 151117	P N W	100.1050.2110.000
27618	11/30/15	P G & E COMPANY	114 SEWER	8.66	524928 151117	P N W	501.5013.2110.000
27618	11/30/15	P G & E COMPANY	114 WATER	21.78	524928 151117	P N W	503.5033.2110.000
27618	11/30/15	P G & E COMPANY	114 PUBLIC WORKS	71.56	524928 151117	P N W	100.1040.2110.000
				421.96	*CHECK TOTAL		
27619	11/30/15	PRIME SOLUTION INC	4419 PNEUMATIC RADIAL SE	6,354.59	524927 6448	P N W	501.5013.2041.000
27620	11/30/15	PUBLIC SAFETY	4568 TUITION	220.00	524926 18250	P M W	100.1020.2106.000
27621	11/30/15	R E M I F	135 MEDICAL INS PREMIUM	68,875.00	524963 151201	P N W	690.231
27621	11/30/15	R E M I F	135 DENTAL INS PREMIUM	4,846.00	524963 151201	P N W	690.231
27621	11/30/15	R E M I F	135 VISION INS PREMIUM	808.50	524963 151201	P N W	690.231
				74,529.50	*CHECK TOTAL		
27622	11/30/15	RAMMING/TIM	127 DIRECT DEPOSIT CHECKS	187.14	524929 4342	P M W	100.1003.2055.000
27623	11/30/15	SHANNON/TARA	4475 KEYS	69.74	524935 2343	P M W	600.601
27623	11/30/15	SHANNON/TARA	4475 KEYS	156.63	524935 2343	P M W	100.1016.2025.000
				226.37	*CHECK TOTAL		
27624	11/30/15	SHAPIRO, GALVIN,	5002 PROFESSIONAL SERVICES	686.25	524934 20568	P N W	100.1005.2061.010
27625	11/30/15	SIERRA CHEMICAL CO.	4330 WATER PLANT CHEMICA	1,831.02	524937 10027854	P N W	503.5033.2101.034
27626	11/30/15	SIRCHIE FINGER PRINT	762 DRUG TESTING KITS	152.03	524933 229670-IN	P N W	100.1022.2101.031

WARRANT DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM							
27627	11/30/15	SONOMA SWEEPERS INC.	3,595.00	524930	111959		P N W 201.2011.2041.000
27628	11/30/15	SPEEDY SIGNS	715.03	524938	18676		P N W 100.1041.2044.000
27629	11/30/15	STAINBROOK/MICHAEL	40.00	524932	151124		P N W 100.1020.2106.000
27630	11/30/15	STATE OF CALIFORNIA	456.96	524931	130862		P N W 503.5031.4003.038
27630	11/30/15	STATE OF CALIFORNIA	228.48	524931	130862		P N W 501.5013.2045.000
			685.44	*CHECK TOTAL			
27631	11/30/15	STATE WATER RESOURCE	2,088.00	524955	WD-0114071		P N W 501.5013.2001.002
27631	11/30/15	STATE WATER RESOURCE	6,720.00	524956	WD-0109865		P N W 501.5013.2001.002
			8,808.00	*CHECK TOTAL			
27632	11/30/15	STRONG/SANDY	73.68	524936	1582630		P N W 600.601
27633	11/30/15	THIRD DEGREE COMMUNI	375.00	524940	151124		P N W 100.1020.2105.000
27634	11/30/15	THOMSON REUTERS - WE	424.64	524941	832846396		P N W 100.1004.2050.000
27635	11/30/15	TOSHIBA	549.13	524942	291365153		P N W 100.1002.2095.000
27635	11/30/15	TOSHIBA	38.72	524942	291365153		P N W 100.1010.2055.000
27635	11/30/15	TOSHIBA	38.72	524942	291365153		P N W 100.1011.2055.000
27635	11/30/15	TOSHIBA	38.72	524942	291365153		P N W 100.1015.2055.000
27635	11/30/15	TOSHIBA	38.72	524942	291365153		P N W 265.2650.2055.000
			704.01	*CHECK TOTAL			
27636	11/30/15	TRINCADO-SLATER/ANDR	7.44	524939	151117		P N W 501.5010.2055.000
27636	11/30/15	TRINCADO-SLATER/ANDR	7.44	524939	151117		P N W 503.5030.2055.000
			14.88	*CHECK TOTAL			
27637	11/30/15	UKIAH PAPER SUPPLY I	828.64	524946	449605		P N W 100.1016.2025.000
27637	11/30/15	UKIAH PAPER SUPPLY I	292.83	524947	449098		P N W 100.1050.2101.045
			1,121.47	*CHECK TOTAL			
27638	11/30/15	UNITED PARCEL SERVIC	78.69	524944	958793485		P M W 100.1002.2055.000
27638	11/30/15	UNITED PARCEL SERVIC	7.22	524944	958793485		P M W 503.5030.2055.000
27638	11/30/15	UNITED PARCEL SERVIC	6.93	524944	958793485		P M W 100.1040.2055.000
27638	11/30/15	UNITED PARCEL SERVIC	29.90	524945	5382F9465		P M W 100.1040.2055.000
			122.74	*CHECK TOTAL			
27639	11/30/15	UTILITY SUPPLY OF AM	778.64	524948	795927		P N W 503.5033.2041.000
27639	11/30/15	UTILITY SUPPLY OF AM	349.14	524949	799205		P N W 503.5033.2041.000
27639	11/30/15	UTILITY SUPPLY OF AM	744.33	524950	802150		P N W 503.5031.4003.038
27639	11/30/15	UTILITY SUPPLY OF AM	1,101.55CR	524951	803777		P N W 503.5031.4003.038
			770.56	*CHECK TOTAL			
27640	11/30/15	VERIZON WIRELESS	0.44	524952	151116		P N W 100.1040.2015.000
27640	11/30/15	VERIZON WIRELESS	7.53	524952	151116		P N W 100.1011.2015.000
27640	11/30/15	VERIZON WIRELESS	56.25	524952	151116		P N W 501.5013.2015.000

WARRANT DATE VENDOR

PO# F 9 S ACCOUNT

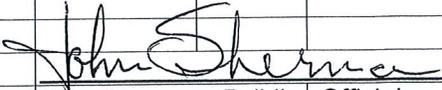
GENERAL CHECK FORM

DESCRIPTION AMOUNT CLAIM INVOICE

27640	11/30/15	VERIZON WIRELESS	37.63	524952	151116	P N W	503.5031.4003.038
27640	11/30/15	VERIZON WIRELESS	26.39	524952	151116	P N W	100.1020.2015.000
			128.24	*CHECK TOTAL			
27641	11/30/15	W P O A	794.53	524960	151120	P N W	690.234
27642	11/30/15	WAKE MECHANICAL SERV	243.37	524957	580271-10	P N W	100.1016.2025.000
27643	11/30/15	WELLS FARGO EQUIPMEN	156.49	524954	10744221	P N W	501.5011.3002.000
27643	11/30/15	WELLS FARGO EQUIPMEN	4,407.99	524954	10744221	P N W	501.5011.3001.000
			4,564.48	*CHECK TOTAL			
27644	11/30/15	WILLITS COMMUNITY TV	3,000.00	524958	151031A	P N W	100.1000.2302.000
27645	11/30/15	WILLITS KIDS CLUB	20.00	524959	151120	P N W	690.248
27646	11/30/15	WILSON/BILL	63.00	524953	151117	P N W	503.5033.2105.000
27646	11/30/15	WILSON/BILL	25.00	524953	151117	P N W	503.5033.2105.000
			88.00	*CHECK TOTAL			
27647	11/30/15	WOIDA/CHRIS	42.00	524961	10100800004	P N W	503.111

GENERAL CHECK FORM

TOTAL 327,725.81

CITY OF WILLITS				BUILDING INSPECTION ACTIVITY REPORT		5b	
FOR THE MONTH OF:		<u>October 2015</u>					
NEW CONSTRUCTION				LIVING UNITS	BLDG. PERMITS	VALUATION	
1) Single Family Dwellings					2	\$457,960	
2) Two Family Dwelling							
3) Three and Four Family Dwelling							
4) Five or More Family Dwelling							
5) Moved Dwellings and Modular Units							
6) Hotels and Motels							
7) Amusement and Recreation Buildings							
8) Churches and Religious Buildings							
9) Industrial Buildings							
10) Private Garages and Carports							
11) Service Station and Repair Garages							
12) Office, Bank and Professional Buildings							
13) Stores and Similar Buildings							
14) Warehouse and Agriculture Buildings							
MISCELLANEOUS CONSTRUCTION							
15) Reroof, Siding, Windows, Etc.					7	\$ 35,000.00	
16) Heating and Air Conditioning							
17) Electric, Mechanical, Plumbing					6	\$ 8,650.00	
18) Demolition					1	\$ 3,000.00	
STRUCTURES OTHER THAN BUILDINGS							
19) Foundations, Pools, Walls, Signs, etc.							
CONVERSIONS							
20) Non-Residential to Residential							
21) Residential to Non-Residential							
ADDITIONS AND ALTERATIONS							
22) Residential Buildings					4	\$ 55,000.00	
23) Non-Residential Buildings					3	\$ 57,000.00	
TOTALS					23	\$ 616,610.00	
COMPARISON				TYPE OF PERMIT AND OTHER REVENUE			
					#'s	FEE'S	
Valuation This Month		\$ 616,610.00		Building	17	\$ 5,673.00	
Same Month Last Year		\$ 864,360.00		Electrical	5	\$ 651.00	
				Mechanical	3	\$ 381.00	
Revenue This Month		\$ 12,116.00		Plumbing	4	\$ 462.00	
Same Month Las Year		\$ 8,339.00		Grading	2	\$ 837.00	
				Demolition			
Permits This Month		23		Plan Check	10	\$ 4,112.00	
Same Month Last Year		12		Late Fee			
				Bldg. Survey			
				Sewer Insp.			
TOTALS TO DATE THIS FISCAL YEAR							
Construction Valuation		\$ 3,893,950.00					
Fees Collected		\$ 42,589.97					
No. of Permits		64					
				TOTALS: 23 \$ 12,116.00			
TOTALS TO SAME DATE LAST YEAR							
Construction Valuation		\$ 1,877,160.00					
Fees Collected		\$ 23,693.38					
No. of Permits		58					
				Respectfully Submitted:			
				 John Sherman, Building Official			

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

DATE: October 31, 2015

TO:

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

FROM: Building Department, City of Willits

RE: Permit Completion for Month of October 2015

PARCEL#	WORK DONE	ADDRESS	VALUE	DATE	PERMIT #
The following permits were issued.					
006-044-09	Tearoff Reroof	179 E. Valley St.	3500	10/01/15	8430
005-201-12	Repair/Extend French Drain	300 Creekside Dr.	2500	10/01/15	8431
005-142-05	Remodel Laundry Room	184 State St.	25000	10/01/15	8432
005-110-23	Repair Dry Rot/Replace Windows	200 N. Humboldt St.	10000	10/01/15	8433
007-080-04	Remodel Residential Kitchen	1440 S. Main St.	11000	10/02/15	8434
005-150-49	Remodel Bathroom	39 Mill Creek Dr.	7000	10/02/15	8435
005-214-14	Hood Fire Suppression System	235 S. Main St.	4000	10/02/15	8436
006-224-15	Replace Elect. Service Panel	1173 Magnolia St.	500	10/06/15	8437
005-216-22	Overlay Reroof	164 E. Valley St.	2500	10/13/15	8438
005-091-21	Replace Water Heater	88 Northbrook Way	750	10/14/15	8439
108-040-10&15	Grading and Erosion Control	395 N. Main St.	34500	10/15/15	8440
-006-110-22	Repair Wiring at Shop Building	307 Blosser Ln.	1000	10/15/15	8441
006-200-10	Grading and Site Improvements	315 Roberts Dr.	20000	10/16/15	8442
006-010-12	Demo Fireplace, Install French Doors	341 Laurel St.	3000	10/21/15	8443
005-212-17	Replace Water Heater	150 E. Mendocino Ave.	400	10/22/15	8444
006-071-09	Replace Electric Service Panel	61 W. San Francisco Ave.	2000	10/23/15	8445

005-160-32	Tearoff Reroof	590 W. Mendocino Ave.	5000	10/26/15	8446
005-212-19	Tearoff Reroof	157 E. Van Lane	7000	10/26/15	8447
007-200-19	Replace Ext. Decks & Stairs, Remodel Bathrooms	1709 Elm Lane	12000	10/27/15	8448
007-232-16	Const. 1880 Sq.Ft. Single Family Dwelling	250 Haehl Creek Ct.	257920	10/28/15	8449
007-292-43	Overlay Reroof	60 Nancy Lane	2500	10/29/15	8450
006-041-13	Tearoff Reroof/Replace Windows	382 McKinley St.	4500	10/30/15	8451
006-022-20	Const. 1368 Sq. Ft. Single Family Dwelling	251 Laurel St.	200040	10/30/15	8452
COMPLETED PROJECTS					
006-110-23	Room Addition/Whole House Remodel	325B Ft. Bragg Rd.	30000	3/19/15	8339
006-110-08&09	Const. 15000 gal Fuel Dispensary	555 Hwy 20	150000	5/5/15	8362
007-020-02	Const. 4950 Sq. Ft. Storage Bldg.	420 E. Commercial St.	198000	6/15/15	8385
007-232-40	Const. 2046 Sq. Ft. Single Family Dwelling	413 Grove St.	288750	6/18/15	8391
005-214-14	Replace Kitchen Hood	235 S. Main St.	28500	8/19/15	8409
006-120-35	Const. Pre Fab Carport	299 Ft. Bragg Rd.	2000	8/25/15	8412
006-091-39	Replace Rotted Deck	436 Raymond Ln.	1500	8/27/15	8414
007-170-05	Overlay Reroof	1730 S. Main St.	10000	9/22/15	8424
007-280-38	Tearoff Reroof	107 Sandy Ln.	3000	9/29/15	8426
005-214-14	Hood Fire Suppression System	235 S. Main St.	4000	10/02/15	8436
006-224-15	Replace Electric Service Panel	1173 Magnolia St.	500	10/06/15	8437
005-216-22	Overlay Reroof	164 E. Valley St.	2500	10/13/15	8438
005-091-21	Replace Water Heater	88 Northbrook Way	750	10/14/15	8439
006-110-22	Repair Wiring at Shop Building	307 Blosser Ln.	1000	10/15/15	8441
005-212-17	Replace Water Heater	150 E. Mendocino Ave.	400	10/22/15	8444


John Sherman
 City of Willits Building Inspector

**CITY OF WILLITS
BUILDING INSPECTION ACTIVITY REPORT**

FOR THE MONTH OF: November 2015

<u>NEW CONSTRUCTION</u>	<u>LIVING UNITS</u>	<u>BLDG. PERMITS</u>	<u>VALUATION</u>
1) Single Family Dwellings			
2) Two Family Dwelling			
3) Three and Four Family Dwelling			
4) Five or More Family Dwelling			
5) Moved Dwellings and Modular Units			
6) Hotels and Motels			
7) Amusement and Recreation Buildings			
8) Churches and Religious Buildings			
9) Industrial Buildings			
10) Private Garages and Carports		2	\$ 145,543.00
11) Service Station and Repair Garages			
12) Office, Bank and Professional Buildings			
13) Stores and Similar Buildings			
14) Warehouse and Agriculture Buildings			
<u>MISCELLANEOUS CONSTRUCTION</u>			
15) Reroof, Siding, Windows, Etc.		1	\$ 3,000.00
16) Heating and Air Conditioning		1	\$ 2,000.00
17) Electric, Mechanical, Plumbing		2	\$ 2,500.00
18) Demolition			
<u>STRUCTURES OTHER THAN BUILDINGS</u>			
19) Foundations, Pools, Walls, Signs, etc.			
<u>CONVERSIONS</u>			
20) Non-Residential to Residential			
21) Residential to Non-Residential			
<u>ADDITIONS AND ALTERATIONS</u>			
22) Residential Buildings			
23) Non-Residential Buildings		1	\$ 420,000.00
TOTALS		7	\$ 573,043.00

<u>COMPARISON</u>	<u>TYPE OF PERMIT AND OTHER REVENUE</u>	<u>#'s</u>	<u>FEE'S</u>
Valuation This Month	Building	4	\$ 5,198.79
Same Month Last Year	Electrical	1	\$ 108.00
	Mechanical	1	\$ 81.00
Revenue This Month	Plumbing	1	\$ 81.00
Same Month Las Year	Grading		
	Demolition		
Permits This Month	Plan Check	3	\$ 2,740.82
Same Month Last Year	Late Fee		
	Bldg. Survey		
	Sewer Insp.		
TOTALS TO DATE THIS FISCAL YEAR			
Construction Valuation			\$ 4,466,993.00
Fees Collected			\$ 48,058.76
No. of Permits		71	
	TOTALS:	7	\$ 5,468.79
TOTALS TO SAME DATE LAST YEAR			
Construction Valuation			\$ 1,146,750.00
Fees Collected			\$ 18,957.23
No. of Permits		60	

Respectfully Submitted:

John Sherman, Building Official

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

DATE: November 30, 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 November 2015

PARCEL#	WORK DONE	ADDRESS	VALUE	DATE	PERMIT #
The following permits were issued.					
005-201-19	Replace wall furnace	337 Creekside Dr.	2000	11/05/15	8453
007-150-03	Replace electrical service panel	20920 Baechtel Rd.	1500	11/12/15	8454
007-120-17	Const. 2790 sq. ft. garage/shop/office	1490 Baechtel Rd.	128543	11/13/15	8455
007-160-09	Interior tenant improvements	300 E. Hill Rd.	420000	11/16/15	8456
005-231-13	Tearoff reroof	275 W. Mendocino Ave.	3000	11/18/15	8457
006-190-08	Replace sewage ejector pump	350 Franklin Ave.	1000	11/20/15	8458
005-182-04	Const 432 sq. ft. garage	135 W. Commercial St.	17000	11/20/15	8459
COMPLETED PROJECTS					
006-210-27	Replace electric service panel	1155 Blosser Ln.	2500	6/29/15	8393
006-190-08	Replace sewage ejector pump	350 Franklin Ave.	1000	11/20/15	8458
005-231-13	Tearoff reroof	275 W. Mendocino Ave.	3000	11/18/15	8457
007-292-24	Grading/erosion control	236 Margie Dr.	4500	9/11/15	8421
007-292-43	Overlay reroof	60 Nancy Ln	2500	10/29/15	8450
007-200-20	Repair decks and bathrooms	1701 Elm Ln.	10000	5/20/15	8366
005-201-11	Repair fire damage	17 & 18 Creekside Ct.	99500	4/01/15	8343

005-201-12	Repair/extend French drain	300 Creekside Dr.	2500	10/01/15	8431
007-232-23	Const. 2311 sq. ft. SFD	195 Haehl Creek Ct.	320135	6/18/15	8390

John Sherman
City of Willits Building Inspector

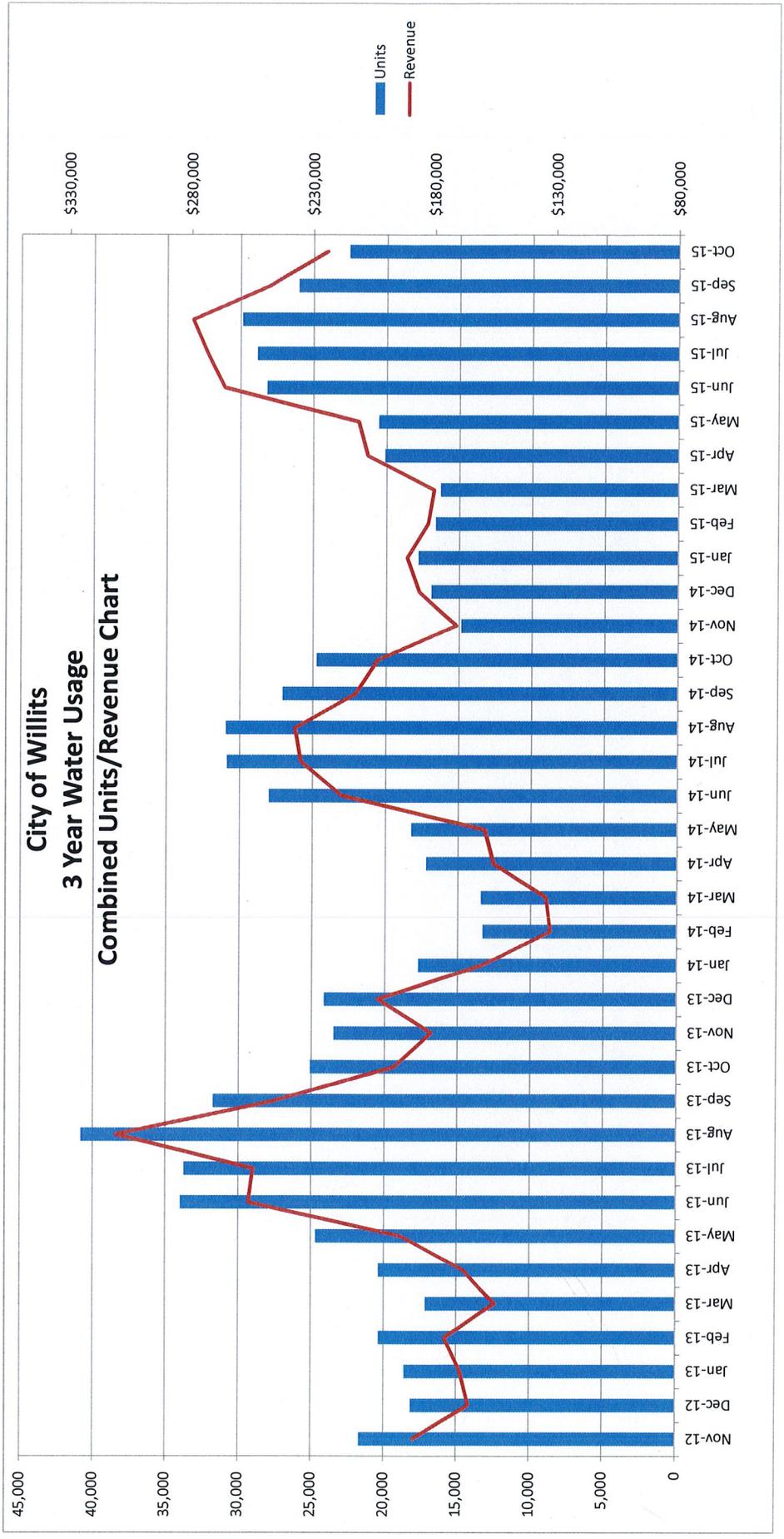
New Business License - October 2015

5c

BL#	Name	Owner	Address	Date Issued	Type of Bussiness
6495	Parmenter General Engineers	Mari Parmenter	3601 Regional Prkwy Ste. F, Santa Rosa, CA 95403	10/7/2015	Construction & Traffic Control Services
6496	Corstone Contractors LLC		1910 Bickford Av, Snohomish, WA	10/7/2015	General Contractors (O'Reilly Auto Zone)
6497	Lashes By Brigitte	Brigitte Smith	156 S Main, Willits	10/7/2015	Eye Lash Ext. Application & Removal
6498	Outlier Designs	Brian Bowles	251 C Shell Lane Willits	10/7/2015	Art Studio/Cabinetry Shop
6499	Alternative Power Solutions	Derek Stamps	Mobile 44475 Tolen Rd	10/7/2015	Mobile Generator & Small Engine Repair
6500	Bella Design	Stephanie Bell	Laytonville	10/7/2015	Grafic & Web Design
6501	Ecology Action of the MidPeninsula dba: Bountiful Gardens	Non-Profit Corporation	1712 D S Main St, Willits	10/7/2015	Garden Retail
6502	GW Accessories	George White	7230 Quinn Place	10/19/2015	Limited Specialty Contractor
6503	Leaning Roots Preschool /Childcare	Margy Michels	493 S Main St., Willits	10/28/2015	Preschool/Childcare

New Business License - November 2015

BL#	Name	Owner	Address	Date Issued	Type of Business
6504	Quantum Level Consulting	Claudia Wenning	291 School St. #4 Willits 74 Soda Bay Rd.	11/19/2015	Naturopath, Certified Nutritional Consultant
6505	Lucerne Roofing & Supply Inc	John Hagan	Lakeport	11/19/2015	Roofing Contractor
6506	Mendo Mountain	Bess Bair	251H Shell Lane	11/19/2015	Hand made art sales



CITY OF WILLIAMS
WATER USAGE COMPARISONS

WATER BILLING UNITS	Oct-15	Sep-15	Aug-15	Jul-15	Jun-15	May-15	Apr-15	Mar-15	Feb-15	Jan-15	Dec-14	Nov-14
Apartment MF	2383	2723	2976	2829	2724	2201	2112	1716	1943	1867	1802	1544
Large Business	491	585	825	854	759	568	452	173	236	342	212	280
Churches	263	264	248	291	242	163	161	155	82	54	60	78
Restaurants & Bar	825	882	1022	888	788	644	645	525	567	609	572	527
Grocery	286	323	316	306	289	253	288	243	273	234	248	187
Hospital	1362	1721	2212	2215	1719	1226	1238	855	691	732	636	659
Industrial	749	665	976	1099	966	574	618	522	499	539	709	524
Laundry	394	365	407	337	375	312	351	335	387	393	357	387
Motels	644	706	899	812	678	601	594	418	534	536	482	484
Public Facility	1871	2069	2508	2317	3348	1599	1348	1019	619	528	608	604
Residential SF	9981	11705	12987	12879	12259	9413	9301	7782	8058	9101	8516	7227
Small Business	1314	1521	1779	1729	1590	1352	1400	1109	1116	1171	1077	1048
Mble Hm/Trailers	1265	1421	1900	1559	1626	1169	1194	1281	1281	1353	1345	1055
City Accounts	746	1041	806	728	807	459	401	326	280	327	236	237
TOTAL UNITS	22,574	25,991	29,861	28,843	28,167	20,534	20,103	16,240	16,566	17,766	16,860	14,841
% of prev year	91%	96%	97%	98%	101%	83%	99%	95%	125%	100%	70%	63%
% of two year prior	90%	82%	73%	83%	83%	83%	99%	95%	81%	96%	93%	68%
WATER BILLING MONTHLY												
USAGE REVENUE	Oct-15	Sep-15	Aug-15	Jul-15	Jun-15	May-15	Apr-15	Mar-15	Feb-15	Jan-15	Dec-14	Nov-14
Apartment MF	17,051.52	19,523.94	21,441.12	20,406.24	19,679	15,811	15,315	12,253	13,922	13,422	13,029	10,844
Large Business	3,528.36	4,208.58	5,933.16	6,145.38	5,455	4,090	3,251	1,242	1,689	2,456	1,523	2,013
Churches	1,893.60	1,900.80	1,785.60	2,095.20	1,742	1,174	1,159	1,116	590	389	432	562
Restaurants & Bar	5,947.50	6,344.94	7,357.26	6,990.30	5,672	4,694	4,641	3,768	4,071	4,373	4,107	3,783
Grocery	2,059.20	2,325.60	2,275.20	2,203.20	2,081	1,822	2,074	1,750	1,966	1,685	1,786	1,346
Hospital	9,937.02	12,786.30	16,307.82	16,297.50	12,658	9,081	9,044	6,168	4,965	5,051	4,572	4,662
Industrial	5,392.80	4,788.00	7,027.20	7,912.80	6,955	4,133	4,450	3,758	3,593	3,881	5,105	2,778
Laundry	2,836.80	2,628.00	2,990.40	2,426.40	2,700	2,246	2,427	2,412	2,786	2,830	2,570	2,786
Motels	4,636.80	5,083.20	6,472.80	5,846.40	4,882	4,372	4,277	3,010	3,845	3,859	3,470	3,485
Public Facility	13,442.40	14,810.40	18,021.60	16,646.40	24,034	11,491	9,590	7,301	4,421	3,758	4,320	4,298
Residential SF	57,882.36	70,824.66	82,083.78	81,802.44	76,067	53,366	51,691	40,829	42,673	50,835	46,673	37,548
Small Business	9,439.14	10,938.54	12,790.50	12,451.20	11,458	9,768	10,072	7,963	8,027	8,429	7,770	7,550
Mble Hm/Trailers	9,108.00	10,231.20	13,680.00	11,224.80	11,704	8,417	8,597	7,646	9,223	9,742	9,684	7,596
City Accounts	143,155.50	166,394.16	198,106.44	191,846.26	185,087.00	130,359.48	126,686.76	99,215.64	101,725.02	110,708.10	105,041.76	90,245.92
TOTAL USAGE REVENUE	503,806	503,806	507,246	506,452	506,452	506,452	506,452	506,452	507,833	506,452	506,452	507,833
Apartment MF	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34
Large Business	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16
Churches	1,358.68	1,358.68	1,358.68	1,358.68	1,358.68	1,356.03	1,332.22	1,332.22	1,333.98	1,332.22	1,332.22	1,389.94
Restaurants & Bar	429.36	429.36	429.36	429.36	429.36	429.36	429.36	429.36	429.36	429.36	442.62	442.62
Grocery	1,374.80	1,474.58	1,474.58	1,645.78	1,645.78	1,645.78	1,645.78	1,645.78	1,645.78	1,645.78	2,059.38	1,645.78
Hospital	3,159.00	3,159.00	3,159.00	3,159.00	3,159.00	3,159.00	3,159.00	3,159.00	3,159.00	3,159.00	3,159.00	3,159.00
Industrial	409.80	409.38	409.80	409.80	409.80	409.80	409.80	409.80	409.80	409.80	409.80	409.80
Laundry	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98
Motels	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70
Public Facility	50,580.77	50,521.48	50,566.43	50,504.54	50,293.81	50,145.94	50,164.26	49,959.65	49,937.46	49,942.61	50,044.20	49,976.08
Residential SF	6,355.14	6,372.35	6,387.34	6,387.23	6,387.34	6,387.34	6,387.34	6,387.34	6,387.34	6,387.34	6,387.34	6,387.34
Small Business	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72
Mble Hm/Trailers	81,166.51	81,223.79	81,313.21	81,441.93	81,209.19	81,052.50	81,031.13	80,825.64	80,810.98	80,594.84	81,123.39	80,675.10
City Accounts	224,322.01	247,617.95	279,419.65	273,990.19	266,296.19	211,411.98	207,717.89	180,041.28	182,536.00	191,302.94	186,165.15	170,921.02
% of prev yr usage rev	106%	115%	117%	115%	123%	142%	144%	149%	158%	119%	76%	80%
% of prev yr tti rev	114%	101%	90%	108%	104%	110%	124%	117%	105%	114%	113%	91%

CITY OF WILLIAMS
WATER USAGE COMPARISONS

WATER BILLING UNITS	Oct-14	Sep-14	Aug-14	Jul-14	Jun-14	May-14	Apr-14	Mar-14	Feb-14	Jan-14	Dec-13	Nov-13
Apartment MF	2652	2732	2835	2859	2739	1,904	1,857	1,458	1,451	1,949	2,054	2,042
Large Business	453	699	573	499	550	298	204	156	189	306	316	345
Churches	198	251	294	338	338	82	82	61	57	76	116	160
Restaurants & Bar	877	790	953	1032	857	655	665	522	536	684	879	770
Grocery	259	201	219	232	195	177	195	190	205	258	370	294
Hospital	1517	1551	1916	1631	1481	723	618	478	612	490	555	535
Industrial	1028	909	890	1309	810	188	372	194	188	424	605	671
Laundry	444	317	305	328	310	281	390	332	333	376	396	381
Motels	757	680	806	940	771	541	549	400	394	525	630	678
Public Facility	1774	3085	4493	2917	3095	1,278	872	471	486	464	664	3,654
Residential SF	10992	11748	13166	13637	12553	8,604	8,453	6,864	6,603	9,328	13,404	10,370
Small Business	1449	1439	1603	1672	1458	1,166	1,196	996	886	1,071	1,656	1,466
Mble Hm/Trailers	1510	1443	1776	2010	1623	1,174	1,357	1,035	931	1,529	1,139	1,639
City Accounts	812	1165	1167	1461	1161	681	332	220	375	209	562	556
TOTAL UNITS	24,722	27,010	30,938	30,865	27,942	18,212	17,142	13,377	13,246	17,689	24,155	23,491
% of prev year	99%	85%	76%	91%	82%	74%	84%	78%	65%	95%	133%	108%
% of two year prior	76%	79%	86%	81%	81%	76%	90%	70%	71%	84%	117%	112%

WATER BILLING UNITS	Oct-14	Sep-14	Aug-14	Jul-14	Jun-14	May-14	Apr-14	Mar-14	Feb-14	Jan-14	Dec-13	Nov-13
Apartment MF	16,008	16,465.65	17,041.65	17,369.60	16,416.00	11,318.10	11,409.25	8,737.55	8,589.80	11,686.55	13,010.60	12,178.35
Large Business	2,715	4,194.00	3,435.15	2,991.15	3,297.15	1,788.00	1,221.15	933.15	1,128.30	1,833.15	2,391.15	2,070.00
Churches	1,188	1,506.00	1,764.00	2,028.00	2,034.00	792.00	492.00	366.00	342.00	456.00	696.00	560.00
Restaurants & Bar	5,252	4,735.45	5,715.25	6,185.65	5,132.05	3,920.25	3,980.25	3,138.25	3,206.25	4,094.05	5,276.65	4,615.45
Grocery	1,554	1,206.00	1,314.00	1,392.00	1,170.00	1,062.00	1,170.00	1,140.00	1,230.00	1,548.00	1,764.00	1,615.45
Hospital	9,279	9,551.65	11,726.45	10,047.65	8,756.45	4,568.45	3,712.45	2,859.25	3,159.15	2,931.45	3,321.05	3,162.65
Industrial	6,168	5,454.00	5,340.00	7,854.00	4,860.00	3,988.00	2,232.00	1,164.00	1,128.00	2,544.00	3,630.00	4,026.00
Laundry	2,664	1,902.00	1,830.00	1,968.00	1,860.00	1,688.00	2,340.00	1,992.00	1,998.00	2,256.00	2,376.00	2,286.00
Motels	4,542	4,080.00	4,836.00	5,640.00	4,626.00	3,246.00	2,400.00	2,000.00	2,364.00	3,150.00	3,780.00	4,068.00
Public Facility	10,608	17,802.00	25,836.00	16,392.00	17,838.00	6,642.00	4,872.00	2,622.00	2,736.00	2,784.00	8,364.00	8,640.00
Residential SF	57,708	60,640.15	70,017.20	73,490.30	66,193.45	39,064.95	37,954.80	29,271.75	27,810.20	44,524.15	75,619.90	50,734.95
Small Business	8,680	8,615.90	9,603.10	10,006.75	8,741.35	6,981.10	7,169.35	5,957.90	5,300.35	6,438.90	9,839.35	8,786.85
Mble Hm/Trailers	9,060	8,658.00	10,656.00	12,060.00	9,738.00	7,044.00	8,142.00	6,210.00	5,586.00	9,174.00	6,834.00	9,834.00
City Accounts	135,426.50	144,810.80	169,114.80	167,425.10	150,662.45	91,700.85	87,989.25	66,791.85	64,578.05	93,420.25	137,358.70	113,127.25
TOTAL USAGE REVENUE	135,426.50	144,810.80	169,114.80	167,425.10	150,662.45	91,700.85	87,989.25	66,791.85	64,578.05	93,420.25	137,358.70	113,127.25

METER REVENUE	Oct-14	Sep-14	Aug-14	Jul-14	Jun-14	May-14	Apr-14	Mar-14	Feb-14	Jan-14	Dec-13	Nov-13
Apartment MF	4,254.10	4,254.10	4,260.72	4,254.10	4,228.20	4,254.10	4,254.10	4,255.57	4,231.57	4,230.10	3,734.10	4,230.10
Large Business	1,135.95	1,135.95	1,135.95	1,135.95	1,135.95	1,135.21	1,135.95	1,135.95	1,124.21	1,135.95	1,143.30	1,135.95
Churches	665.97	662.30	662.30	662.30	662.30	684.35	684.35	684.35	684.35	684.35	684.35	684.35
Restaurants & Bar	1,190.19	1,192.34	1,189.40	1,189.40	1,189.40	1,189.40	1,198.65	1,143.83	1,145.30	1,145.30	1,150.44	1,167.35
Grocery	380.85	380.85	380.85	380.85	380.85	380.85	380.85	371.85	380.85	380.85	380.85	380.85
Hospital	1,399.15	1,399.15	1,399.15	1,233.15	1,233.15	1,233.15	1,233.15	1,233.15	1,209.15	1,199.15	1,139.15	1,209.15
Industrial	2,698.50	2,698.50	2,698.50	2,698.50	2,604.63	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50
Laundry	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50
Motels	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,295.15	1,588.15
Public Facility	4,890.30	4,890.30	4,890.30	4,516.34	4,866.03	4,890.30	4,890.30	4,537.30	4,890.30	4,890.30	4,890.30	4,890.30
Residential SF	41,912.43	41,664.79	41,855.48	41,683.16	41,683.16	41,448.09	41,603.58	41,535.72	41,586.64	41,531.49	41,920.28	41,789.50
Small Business	5,168.77	5,159.95	5,159.95	5,159.95	5,145.62	5,182.00	5,190.82	5,158.47	5,159.95	5,121.35	5,211.40	5,222.42
Mble Hm/Trailers	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10
City Accounts	67,828.96	67,570.98	67,765.35	67,129.22	67,262.04	67,052.70	67,227.00	66,701.44	67,067.57	66,478.09	65,453.42	67,365.22
TOTAL METER REVENUE	67,828.96	67,570.98	67,765.35	67,129.22	67,262.04	67,052.70	67,227.00	66,701.44	67,067.57	66,478.09	65,453.42	67,365.22

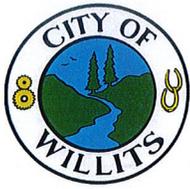
% of prev yr usage rev	Oct-14	Sep-14	Aug-14	Jul-14	Jun-14	May-14	Apr-14	Mar-14	Feb-14	Jan-14	Dec-13	Nov-13
TOTAL BILLED	203,255.46	212,381.78	236,880.15	234,554.32	217,924.49	158,753.55	155,216.25	133,493.29	131,645.62	159,898.34	202,812.12	180,492.47
% of prev yr usage rev	105%	81%	70%	89%	80%	72%	87%	76%	60%	93%	142%	95%
% of prev yr ttl rev	79%	78%	78%	83%	80%	79%	92%	78%	78%	87%	112%	99%

CITY OF WILLITS
WATER USAGE COMPARISONS

WATER BILLING UNITS	Oct-13	Sep-13	Aug-13	Jul-13	Jun-13	May-13	Apr-13	Mar-13	Feb-13	Jan-13	Dec-12	Nov-12
Apartment MF	2,526	3,303	4,131	3,527	3,587	3,392	1,987	1,785	1,918	1,809	1,712	2,151
Large Business	339	428	706	468	414	506	496	287	270	194	486	235
Churches	220	309	573	433	381	254	79	80	79	74	85	118
Restaurants & Bar	852	945	1,286	1,052	1,067	932	738	635	982	762	661	881
Grocery	387	277	425	327	333	308	261	272	333	305	375	637
Hospital	953	1,356	1,720	1,387	1,155	923	439	350	437	384	371	459
Industrial	705	1,062	943	1,006	1,135	747	562	473	567	299	470	573
Laundry	349	326	351	306	339	356	350	313	387	392	313	450
Motels	821	851	1,125	891	860	722	615	530	569	651	546	776
Public Facility	1,719	2,992	3,272	2,914	3,246	2,391	924	678	780	642	642	642
Residential SF	11,626	14,978	20,595	16,297	16,621	9,557	9,765	8,752	10,614	9,950	9,308	11,425
Small Business	1,458	1,929	2,087	1,788	1,873	1,745	1,215	1,174	1,278	1,143	1,110	1,370
Mble Hm/Trailers	1,724	2,185	2,782	2,315	2,143	2,071	1,532	1,430	1,788	1,665	1,280	1,597
City Accounts	1,388	794	825	1,029	815	1,337	347	356	356	310	468	385
TOTAL UNITS	25,067	31,715	40,821	33,740	33,969	24,684	20,384	17,106	20,368	18,582	18,130	21,699
% of prev year	77%	93%	105%	94%	99%	103%	107%	90%	109%	88%	87%	104%
% of two year prior	114%	80%	113%	109%	121%	108%	94%	91%	115%	90%	95%	109%

WATER BILLING MONTHLY	Oct-13	Sep-13	Aug-13	Jul-13	Jun-13	May-13	Apr-13	Mar-13	Feb-13	Jan-13	Dec-12	Nov-12
Apartment MF	15,168.30	19,957.60	25,324.80	21,508.40	21,793.60	20,579.80	11,805.40	10,582.70	11,604.15	10,909.55	10,211.25	12,882.30
Large Business	2,031.15	2,568.00	4,233.15	2,808.00	2,481.15	3,027.45	2,967.25	1,713.45	1,610.25	1,154.85	2,907.45	1,400.85
Churches	1,320.00	1,854.00	3,438.00	2,598.00	2,286.00	1,524.00	978.00	480.00	474.00	444.00	510.00	708.00
Restaurants & Bar	5,114.65	5,670.85	7,882.45	6,325.85	6,396.30	5,586.30	4,419.25	3,804.30	5,946.30	4,563.05	3,960.30	5,277.45
Grocery	2,322.00	1,662.00	2,950.00	1,962.00	1,998.00	1,818.00	1,566.00	1,692.00	1,988.00	2,250.00	2,250.00	3,822.00
Hospital	5,574.25	8,318.65	10,320.00	8,322.00	6,930.00	5,538.00	2,634.00	2,100.00	2,622.00	2,304.00	2,226.00	2,754.00
Industrial	4,230.00	6,372.00	5,655.00	6,036.00	6,810.00	4,482.00	3,720.00	2,888.00	3,402.00	1,794.00	2,820.00	3,488.00
Laundry	2,094.00	1,956.00	2,106.00	1,836.00	2,094.00	2,136.00	2,100.00	1,878.00	2,322.00	2,352.00	1,878.00	2,700.00
Motels	4,926.00	5,106.00	6,750.00	5,346.00	5,160.00	4,332.00	3,690.00	3,180.00	3,414.00	3,906.00	3,276.00	4,656.00
Public Facility	8,304.00	16,530.00	19,632.00	13,728.00	14,538.00	10,908.00	4,818.00	3,744.00	4,614.00	3,864.00	5,670.00	3,822.00
Residential SF	58,587.10	83,000.85	125,892.35	92,037.45	94,401.70	43,905.05	46,405.75	40,054.95	51,957.50	48,443.45	43,828.55	58,016.15
Small Business	8,734.90	11,580.25	13,520.65	10,714.90	11,238.65	10,449.45	7,275.15	7,026.50	7,653.75	6,849.45	6,642.50	8,204.35
Mble Hm/Trailers	10,344.90	13,110.00	16,692.00	13,890.00	12,858.00	12,426.00	9,192.00	8,580.00	10,728.00	9,990.00	7,680.00	9,582.00
City Accounts	128,751.25	177,686.20	242,949.40	187,112.60	188,925.40	126,712.05	101,222.80	87,613.90	108,345.75	100,301.00	86,697.10	119,564.55
TOTAL USAGE REVENUE	128,751.25	177,686.20	242,949.40	187,112.60	188,925.40	126,712.05	101,222.80	87,613.90	108,345.75	100,301.00	86,697.10	119,564.55

METER REVENUE	Oct-13	Sep-13	Aug-13	Jul-13	Jun-13	May-13	Apr-13	Mar-13	Feb-13	Jan-13	Dec-12	Nov-12
Apartment MF	4,230.10	4,230.10	4,340.10	4,222.27	4,221.10	4,165.60	4,165.60	4,247.00	4,221.10	4,160.05	4,219.25	4,222.95
Large Business	1,135.95	1,135.95	1,135.95	1,135.95	1,135.95	1,135.95	1,223.95	1,311.95	1,311.95	1,311.95	1,311.95	1,311.95
Churches	684.35	684.35	684.35	684.35	684.35	684.35	684.35	684.35	684.35	684.35	684.35	684.35
Restaurants & Bar	1,167.35	1,167.35	1,176.60	1,179.17	1,188.40	1,188.40	1,173.70	1,188.40	1,188.40	1,155.32	1,166.35	1,166.35
Grocery	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85
Hospital	1,199.15	1,704.91	754.10	754.10	754.10	754.10	754.10	754.10	754.10	754.10	754.10	754.10
Industrial	2,522.50	2,522.50	2,522.50	2,522.50	2,515.10	2,467.00	2,291.00	2,323.34	2,313.05	2,313.05	2,313.05	2,313.05
Laundry	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50
Motels	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15
Public Facility	4,890.30	4,861.48	4,868.25	4,893.97	4,890.30	4,537.30	4,618.80	4,618.80	4,794.80	5,543.05	5,543.05	5,543.05
Residential SF	41,753.45	41,460.72	41,931.67	41,633.80	41,671.37	41,633.35	41,379.86	41,684.34	41,369.15	41,549.22	41,525.46	41,505.33
Small Business	5,187.13	5,199.63	5,213.60	5,203.32	5,184.94	5,226.10	5,182.00	5,224.63	5,161.42	5,174.65	5,204.77	5,202.58
Mble Hm/Trailers	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10
City Accounts	67,283.88	67,500.59	67,144.39	66,763.03	66,759.21	66,307.75	65,986.96	66,550.51	66,311.92	68,118.40	68,195.73	68,177.11
TOTAL METER REVENUE	186,035.13	245,186.79	310,093.79	253,875.63	255,684.61	193,019.80	167,209.76	154,164.41	174,657.67	168,419.40	164,892.83	187,741.66
% of prev yr usage rev	68%	87%	103%	88%	93%	96%	100%	85%	105%	86%	85%	105%
% of prev yr ttl rev	103%	80%	110%	102%	119%	111%	99%	97%	114%	98%	102%	112%

**AGENDA SUMMARY REPORT****To:** Honorable Mayor and Council Members**From:** Susie Holmes, Finance Director**Agenda Title:** AUTHORIZING THE REFUNDING OF THE CITY'S OUTSTANDING SEWER REVENUE BOND OF 1993 (SERIES A) AND APPROVING AND DIRECTING THE EXECUTION AND DELIVERY OF CERTAIN FINANCING DOCUMENTS IN CONNECTION THEREWITH**Type:** Presentation Consent Regular Agenda Public Hearing Urgent Time: 5 min.

Summary of Request: On November 23, 1993, City issued its Sewer Revenue Bond of 1993 (Series A) (the "1993 Bond") in the original principal amount of \$4,710,000, which is presently outstanding in the approximate aggregate principal amount of \$3,225,000. The 1993 Bond was issued pursuant to Ordinance No. 91-6 of the City adopted on November 27, 1991 and Resolution No. 93-54 of the City adopted on October 27, 1993. The 1993 Bond is held by the United States Department of Agriculture. The interest rate on the 1993 Bond is 5.125% and the 1993 Bond matures on November 1, 2033. Principal payments are due on the 1993 Bond on each November and range from \$115,000 on November 1, 2016 to \$265,000 on November 1, 2033.

Interest rates have declined in recent years and with a remaining maturity of approximately 18 years for the 1993 Bond, the City's staff has determined that the City can achieve significant interest savings by refunding the 1993 Bond. The financial performance of the City's Wastewater System has been relatively stable over the last several years with a debt service coverage ratio of approximately 103% and is expected to improve with the recent settlement of the Brooktrails Township Community Services District matter.

Through the assistance of Municipal Capital Markets Group, Inc., the City has been able to secure a proposal from TPB Investments, Inc., a wholly-owned subsidiary of Western Alliance Bank, an Arizona corporation, to provide a loan in the approximate amount of \$3,400,000 to the City to refund the 1993 Bond. The interest rate on the new loan is estimated to be approximately 3.84% but is subject to fluctuation until the interest rate is locked by the City. The resolution provides for a not-to-exceed loan amount of \$3,400,000 and a not-to-exceed interest rate of 3.94% to provide a small cushion in the event the interest rate changes prior to the City locking in the interest rate. Based on the currently estimated interest rate, the aggregate savings to the City from undertaking the refunding of the 1993 Bond are equal to approximately \$426,605, with a net present value savings of 7.60%. Because it is difficult to gauge the direction of interest rates, the City's staff believes that this is an opportune time to refund the 1993 Bond and capture the interest savings for the Wastewater System.

The new loan from the Bank will be secured by a pledge of net revenues of the Wastewater System, similarly to the existing security for the 1993 Bond. The debt service coverage ratio pursuant to the new loan agreement is 120% but the City is allowed to establish a rate stabilization fund and the City's deposits into the rate stabilization fund may be counted for purposes of meeting the debt service coverage ratio.

Recommended Action: City Council (1) adopt the attached resolution approving the refunding of the City's Sewer Revenue Bond of 1993 (Series A) (the "1993 Bond"), (2) authorize the execution and delivery of a Loan Agreement with TPB Investments, Inc., a wholly-owned subsidiary of Western Alliance Bank,

providing for a loan to the City in an amount sufficient to redeem the City's Sewer Revenue Bond of 1993 and pay the associated costs of issuance in connection with such refunding and (3) authorize and approve such other matters in connection with the redemption of the City's Sewer Revenue Bond of 1993 and the refunding.

Alternative(s): None recommended.

Fiscal Impact: The refunding of the 1993 Bond will generate significant savings for the City's Wastewater System. The refunding of the 1993 Bond at this time will capture the interest savings for the City's Wastewater System in case interest rates increase in the future. The projected savings are estimated at approximately \$426,605 over the term of the new loan. The net present value savings is approximately 7.60% and is in excess of customary savings targets for the refunding of existing obligations.

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. _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF WILLITS, CALIFORNIA
AUTHORIZING THE REFUNDING OF THE CITY'S OUTSTANDING SEWER REVENUE
BOND OF 1993 (SERIES A) AND APPROVING AND DIRECTING THE EXECUTION AND
DELIVERY OF CERTAIN FINANCING DOCUMENTS IN CONNECTION THEREWITH,
AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO**

WHEREAS, the City of Willits is a municipal corporation duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "City");

WHEREAS, the City has heretofore caused the issuance of its Sewer Revenue Bond of 1993 (Series A) in the original principal amount of \$4,710,000, which is presently outstanding in the approximate aggregate principal amount of \$3,225,000 (the "1993 Bond"), pursuant to Ordinance No. 91-6 of the City adopted on November 27, 1991 and Resolution No. 93-54 of the City adopted on October 27, 1993; and

WHEREAS, the City Council, after due investigation and deliberation, for the purpose of providing financing for the refunding of the 1993 Bond (the "Refunding") and redemption of the 1993 Bond, desires at this time to secure a loan (the "Loan") pursuant to a Loan Agreement, dated as of December 1, 2015 (the "Loan Agreement"), between the City and TPB Investments, Inc., a wholly owned subsidiary of Western Alliance Bank (hereafter referred to as the "Lender"), related to the City's wastewater enterprise (the "Enterprise"), a copy of which Loan Agreement has been presented at this meeting and is on file with the City Clerk; and

WHEREAS, pursuant to the Loan Agreement, the City will make loan payments (the "Loan Payments") from the net revenues of the Enterprise, sufficient in amount to pay back the debt service on the Loan, as more particularly set forth in the Loan Agreement; and

WHEREAS, the City is authorized under the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with section 53570 of said Code (the "Refunding Bond Law"), to procure, execute and deliver the Loan Agreement for the purpose of refunding the 1993 Bond; and

WHEREAS, it is now appropriate and necessary to call in for redemption all of the outstanding 1993 Bond in order to complete the Refunding; and

WHEREAS, in order to properly account for the Refunding, as well as the redemption of the outstanding 1993 Bond, it is now appropriate and necessary for the City to make, execute and deliver the Loan in the aggregate principal amount necessary to refund and redeem the outstanding 1993 Bond in advance of its scheduled maturity; and

WHEREAS, the City Council, with the aid of its staff, has reviewed the Loan Agreement, the form of which is on file with the City Clerk, and the City Council wishes at this time to approve the Loan Agreement as being within the public interests of the City; and

WHEREAS, the City Council desires to designate the Loan for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") as a "Qualified Tax-Exempt Obligation;" and

WHEREAS, the City Council wishes at this time to authorize all actions and proceedings relating to the procurement of the Loan, the execution and delivery of the Loan Agreement, as well as the Refunding and redemption of the 1993 Bond; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the City is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willits, California, as follows:

Section 1. The City Council hereby specifically finds and declares that each of the statements, findings and determinations of the City set forth in the recitals set forth above and in the preambles of the documents approved herein are true and correct and that the Refunding will result in significant public benefits for the City. The City's execution and delivery of the Loan Agreement, as well as the Refunding and redemption of the 1993 Bond, is hereby authorized and approved, and this City Council does hereby consent to the application of the proceeds of the Loan for the purposes contemplated by the City and the Lender, as provided for in the Loan Agreement.

Section 2. The Mayor and the City Manager, and each of them acting alone, shall be an "Authorized Representative" of the City for the purposes of structuring and providing for the execution and delivery of the Loan Agreement, and are hereby authorized, jointly and severally, for and in the name of and on behalf of the City, to execute and deliver any and all documents and certificates that may be required to be executed in connection with the consummation of the Loan and the Refunding, and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the City Council has approved in this Resolution.

Section 3. The City Council hereby authorizes and approves the Loan pursuant to the terms and conditions of the Loan Agreement. The City Council hereby approves the Loan Agreement in substantially the form on file with the City Clerk, together with any additions thereto or changes therein (including, but not limited to, the final amount of the Loan, the interest rate with respect to the Loan, the final Loan payment schedules, and prepayment provisions) deemed necessary or advisable by an Authorized Representative of the City. The maximum principal amount of the Loan shall not exceed \$3,400,000 and the maximum interest rate with respect to the Loan shall not exceed 3.94%. Any Authorized Representative of the City is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest and affix the seal of the City to, the final form of the Loan Agreement for and in the name and on behalf of the City, and the execution thereof shall be conclusive evidence of the City Council's approval of any such additions and changes. The City Council hereby authorizes the delivery and performance of the Loan Agreement.

Section 4. The City Council hereby designates the Loan as a "Qualified Tax-Exempt Obligation" for purposes of Section 265(b)(3) of the Code. Not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income tax purposes, including the Loan,

have been or will be issued by the City and all of its subordinate entities during the 2015 calendar year.

Section 5. The Mayor and the City Manager, acting alone, are each authorized and directed in the name and on behalf of the City to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by this Resolution and the Loan Agreement. Whenever any officer of the City is authorized to execute or countersign any document or take any action contemplated by this Resolution and the Loan Agreement, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 6. The City Council hereby finds and determines that it has taken all of the foregoing actions, and made all of the foregoing findings, in full compliance with the law, and that all prior proceedings taken with respect to the Refunding were duly considered, and are hereby considered valid and in conformity with the requirements of law.

Section 7. This Resolution shall take effect from and after the date of its passage and adoption.

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 9th day of December, 2015, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

Attest:

CATHY MOORHEAD, City Clerk

LOAN AGREEMENT

by and between

CITY OF WILLITS, CALIFORNIA

and

TPB INVESTMENTS, INC.

Dated as of December 1, 2015

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LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Loan Agreement"), dated for convenience as of December 1, 2015, is by and between **TPB INVESTMENTS, INC.**, a wholly owned subsidiary of Western Alliance Bank, with all right and authority to conduct business in the State of California (the "Bank"), and the **CITY OF WILLITS, CALIFORNIA**, a municipal corporation duly organized and validly existing under the laws of the State of California (the "City").

WITNESSETH:

WHEREAS, the City presently owns and operates certain wastewater facilities and property for its wastewater system (the "Enterprise"), and on November 23, 1993 in order to finance certain capital improvements to the Enterprise, the City issued its Sewer Revenue Bond of 1993, Series A, in the original amount of \$4,710,000, which are presently outstanding in the approximate aggregate principal amount of \$3,225,000 (the "1993 Bond"), pursuant to Ordinance 91-6 of the City adopted on November 27, 1991 and Resolution 93-54 of the City adopted on October 27, 1993; and

WHEREAS, the City has determined that it is in the interests of the City at this time to provide for the refunding and redemption of the outstanding 1993 Bond and, to that end, the Bank has agreed to make a loan to the City (the "Loan") pursuant to this Loan Agreement; and

WHEREAS, the principal of and interest and redemption premium, if any, on the Loan, the Existing Parity Obligations (as defined herein) and any Parity Obligations (as defined herein), will be payable from and secured by a pledge of and lien on the Net Revenues (as defined herein) derived from the Enterprise, as expressly set forth in this Loan Agreement; and

WHEREAS, in order to provide for the execution and delivery of this Loan Agreement, to establish and declare the terms and conditions upon which the Loan is to be made and secured, and to secure the payment of the principal thereof, premium, if any, and interest thereon, the City has authorized the execution and delivery of this Loan Agreement; and

WHEREAS, the City is authorized under the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with section 53570 of said Code (the "Bond Law"), to issue its bonds for the purpose of refunding certain outstanding obligations of the City, including the 1993 Bond; and

WHEREAS, the Loan made pursuant to this Loan Agreement shall be evidenced by a promissory note in the form set forth in Exhibit C hereto (the "Note"); and

WHEREAS, all things necessary to enter into this Loan Agreement and make the Note when issued, executed and delivered, the valid and binding obligation of the City, and to constitute this Loan Agreement as a valid pledge of the revenues herein pledged to the payment of the principal of, prepayment premium, if any, and interest on the Loan and the Note have been done and performed, as required by law, and the City is now fully authorized to enter into this Loan Agreement, subject to the terms hereof;

NOW, THEREFORE, THIS LOAN AGREEMENT WITNESSETH, that in order to secure the payment of the principal of, interest and premium, if any, on the Loan and the Note at any time outstanding under this Loan Agreement, and to secure the performance and observance of all the covenants and conditions herein and therein set forth, and to declare the terms and conditions upon and subject to which the Loan is premised, and in consideration of the premises and of the mutual covenants herein contained and of the making of the Loan by the Bank, and for other valuable considerations, the receipt whereof is hereby acknowledged, the City does hereby covenant and agree, for the benefit of the Bank, and any assignee from time to time of the Loan, as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICABILITY

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

“*Additional Revenues*” means, with respect to the issuance of any Parity Obligations, any or all of the following amounts:

(a) an allowance for Net Revenues from any additions or improvements to or extensions of the Enterprise to be made with the proceeds of such Parity Obligations and also for Net Revenues from any such additions, improvements or extensions which have been made from moneys from any source but in any case which, during all or any part of the latest Fiscal Year or for any more recent consecutive 12-month period selected by the City, were not in service, all in an amount equal to 90% of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first 36-month period in which each addition, improvement or extension is respectively to be in operation, all as shown by the certificate or opinion of an Independent Engineer; and

(b) an allowance for Net Revenues arising from any increase in the charges made for service from the Enterprise which has become effective (or adopted but not yet effective) prior to the incurring of such Parity Obligations but which, during all or any part of the latest Fiscal Year or for any more recent consecutive 12-month period selected by the City, was not in effect, in an amount equal to the total amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year or 12-month period, all as shown by the certificate or opinion of an Independent Financial Consultant.

“*Assignee*” means any entity to whom the rights of the Bank shall be lawfully assigned hereunder.

“*Authorized Representative*” means the City’s Mayor or the City Manager, or any other person designated as an Authorized Representative of the City by a Certificate of the City signed by its President or General Manager and filed with the Bank.

“*Bank*” means (a) initially, TPB Investments, Inc., a wholly owned subsidiary of Western Alliance Bank; or (b) any Assignee of Bank’s right, title or interest in this Loan Agreement and other amounts due hereunder. Whenever in this Loan Agreement any reference is made to the Bank and such reference concerns rights which the Bank has assigned to the Assignee, such reference shall be deemed to refer to the Assignee.

“*Blue Sky Law*” means state level anti-fraud statutes which regulate both the offer and sale of securities as well as the registration and reporting requirements for broker-dealers and individual stock brokers doing business (both directly and indirectly) in each state, as well as investment advisers seeking to offer their investment advisory services in the state, and enforced by each individual states’ attorney-general.

“*Bond Counsel*” means Kutak Rock LLP, or any other attorney or firm of attorneys acceptable to the City of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income pursuant to Section 103 of the Code.

“*Business Day*” means a day other than a Saturday, Sunday or legal holiday, on which banking institutions in the State of California are not closed.

“*Certificate*,” “*Request*” and “*Requisition*” of the City means a written certificate, request or requisition signed in the name of the City by its Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

“*City*” means the City of Willits, California, a municipal corporation duly organized and validly existing under the laws of the State of California.

“*City Council*” means the Council of the City.

“*City Manager*” means the City Manager of the City.

“*Closing Date*” means the date on which the Loan is funded by the Bank.

“*Computation Year*” means, with respect to the Loan, the period beginning on the Closing Date and ending on December 1, 2016, and each 12-month period ending on December 1 thereafter through the Term of the Loan.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury regulations, including temporary and proposed regulations relating to each such section that are applicable to the Loan Obligations or the use of the proceeds thereof.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the City relating to the execution and delivery of this Loan Agreement, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, regulatory fees, initial fees and charges of the Escrow Agent (which shall include any associated legal fees), legal fees and charges, insurance fees and charges, financial and other professional consultant fees, and fees for execution, transportation and safekeeping of this Loan Agreement and charges and fees in connection with the foregoing.

“Date of Taxability” means the date from and for which interest on the Loan Agreement is subject to federal income taxation as a result of a Determination of Taxability.

“Debt Service” means, for any Fiscal Year, the sum of (a) the interest falling due during such Fiscal Year on all Obligations that are outstanding under the documents or agreements pursuant to which they were issued, assuming that all outstanding serial Obligations are retired as scheduled and that all outstanding term Obligations are redeemed from sinking fund payments as scheduled (except to the extent that such interest has been fully capitalized and is invested in Federal Securities that mature at times and in such amounts as are necessary to pay the interest to which such amounts are pledged); (b) the principal amount coming due on all serial Obligations that are outstanding under the documents or agreements pursuant to which they were issued falling due by their terms during such Fiscal Year; and (c) the minimum amount of term Obligations that are outstanding under the documents or agreements pursuant to which they were issued required to be paid or called and redeemed during such Fiscal Year, together with the redemption premiums, if any, thereon; provided that, (i) whenever interest as described herein accrues at other than a fixed rate, such interest shall be assumed to be a rate equal to the greater of (A) the actual rate on the date of calculation, or if the Obligations are not yet outstanding, the initial rate (if established and binding); (B) if the Obligations have been outstanding for at least 12 months, the average rate over the 12 months immediately preceding the date of calculation; and (C) (1) if interest on the Obligations is excludable from gross income under the applicable provisions of the Code, the most recently published The Bond Buyer Bond Revenue Index (or comparable index if no longer published) plus 150 basis points; or (2) if interest is not so excludable, the interest rate on direct U.S. Treasury Obligations with comparable maturities, plus 150 basis points; and (ii) for purposes of calculating the Debt Service on any Obligations requiring a balloon payment at maturity, such interest shall be assumed to be a rate equal to the greater of (A) the actual rate on the date of calculation; or (B) 6%, and the principal shall be assumed to be fully amortized, solved for substantially level debt service, over a period of 15 years from the date of calculation.

“Determination of Taxability” means any determination, decision or decree made by the Internal Revenue Service, or by any court of competent jurisdiction, that as a result of actions or omissions of the City the interest payable on the Loan is includable in the gross income for federal income tax purposes of the Bank; provided, however, that no such Determination of Taxability shall be deemed to have occurred if the City is contesting such determination in good faith and is proceeding diligently to prosecute such contest until the earliest of (a) a final determination from which no appeal may be taken with respect to such determination, or (b) abandonment of such appeal by the City.

“Default Rate” means a rate of interest equal to __%.

“*Enterprise*” means, collectively, the entire system of the City for the collection, conveyance, treatment and disposal of wastewater within the service area of the City, now owned or operated by the City, and all other properties, structures or works hereafter acquired and constructed by the City and determined to be a part of the Enterprise, including, but not limited to, any and all properties and assets, real and personal, tangible and intangible, of the City, now or hereafter existing, used or pertaining to the collection, conveyance, treatment and disposal of wastewater, including all pipes, valves, machinery and all other appurtenances necessary, useful or convenient for the collection, conveyance, treatment and disposal of wastewater, and any necessary lands, rights of way and other real or personal property useful in connection therewith, and all additions, extensions, expansions, improvements and betterments thereto and equipping thereof; provided, however, that to the extent the City is not the sole owner of an asset or property, only the City’s ownership interest in such asset or property shall be considered to be part of the Enterprise.

“*Event of Default*” means an event described in Section 6.01 hereof.

“*Existing Parity Obligations*” means

“*Fair Market Value*” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s-length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s-length transaction (as referenced above) if (a) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code; (b) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code; (c) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt; or (d) any commingled investment fund in which the City and related parties do not own more than a 10% beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

“*Federal Securities*” means: (a) any direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; and (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are fully, unconditionally and directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

“*Fiscal Year*” means any 12-month period extending from July 1 in one calendar year to June 30 of the succeeding calendar year, both dates inclusive, or any other 12-month period selected and designated by the City, as applicable, as its official fiscal year period.

“*Generally Accepted Accounting Principles*” means the generally accepted accounting principles as presented and recommended by the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards City Council or its successor.

“*Governmental Authority*” means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

“*Independent Certified Public Accountant*” means any firm of certified public accountants appointed by the City that is independent according to the Statement of Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

“*Independent Engineer*” means any registered engineer or firm of engineers generally recognized to be well-qualified in engineering matters relating to wastewater systems similar to the Enterprise, appointed and paid by the City, and who or each of whom:

- (a) is in fact independent and not under the domination of the City;
 - (b) does not have a substantial financial interest, direct or indirect, in the City;
- and
- (c) is not connected with the City as a councilmember, officer or employee of the City, but may be regularly retained to make reports to the City.

“*Independent Financial Consultant*” means a financial consultant qualified in the field of municipal finance, appointed and paid by the City, and who:

- (a) is in fact independent and not under the domination of the City or any member thereof;
- (b) does not have a substantial financial interest, direct or indirect, in the operations of the City; and
- (c) is not connected with the City as an officer or employee of the City or any member thereof, but may be regularly retained to audit the accounting records of and make reports thereon to the City.

“*Insurance Consultant*” means any nationally recognized independent actuary, insurance company or broker that has actuarial personnel knowledgeable with respect to insurance carried, by, required for and available to special districts operating facilities similar to the Enterprise, including a pooled self-insurance program in which premiums are established on the basis of the recommendation of an actuary of national reputation.

“*Interest Account*” means the account by that name in the Revenue Fund established pursuant to Section 4.03 hereof.

“*Interest Component*” means the portion of each Loan Payment designated as Interest Component, as such is set forth on Exhibit A hereto.

“*Loan*” means the Loan made by the Bank to the City.

“*Loan Agreement*” means this Loan Agreement, dated as of December 1, 2015, between the Bank and the City.

“*Loan Obligations*” means the obligations of the City evidenced by the Promissory Note and Loan Agreement.

“*Loan Payments*” means all payments required to be paid by the City, as such is set forth on Exhibit A hereto, on each Loan Payment Date pursuant to Section 4.02, and including any prepayment thereof pursuant to Section 3.04 or 3.05 hereof.

“*Loan Payment Date*” or “*Payment Date*” means May 1 and November 1 of each year, commencing May 1, 2016, and continuing to and including the date on which the Loan Payments have been paid in full; provided that if any Loan Payment Date shall fall on a day that is not a Business Day, the Loan Payment Date shall be the next succeeding Business Day and interest on such payment shall accrue to and including such next succeeding Business Day.

“*Maintenance and Operation Costs*” means the reasonable and necessary costs and expenses paid or incurred by the City for maintaining and operating the Enterprise, including but not limited to (a) costs of collecting, conveying, treating and disposing of wastewater handled by the Enterprise; (b) costs of electricity and other forms of energy supplied to the Enterprise; (c) the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the Enterprise in good repair and working order; (d) the reasonable administrative costs of the City attributable to the operation and maintenance of the Enterprise, such as salaries and wages of employees, overhead, taxes, if any, and insurance premiums; and (e) all other reasonable and necessary costs of the City or charges required to be paid by it to comply with the terms of the Obligations or of any resolution, agreement or document authorizing the issuance of any Obligations, such as compensation, reimbursement and indemnification of the trustee for any such Obligations and fees and expenses of Independent Certified Public Accountants, Independent Financial Consultant’s and Independent Engineers, but in all cases excluding (i) debt service payable on all Obligations; (ii) depreciation, replacement and obsolescence charges or reserves therefor; and (iii) amortization of intangibles or other bookkeeping entries of a similar nature.

“*Material Adverse Effect*” means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the City or the Enterprise; (b) the ability of the City to carry out its business in the manner conducted as of the date of this Loan Agreement or to meet or perform its obligations under this Loan Agreement on a timely basis; or (c) the validity or enforceability of this Loan Agreement.

“*Material Litigation*” means any action, suit, proceeding, inquiry or investigation against the City in any court or before any arbitrator of any kind or before or by any Governmental Authority, of which the City has notice or knowledge and which, (a) if determined adversely to the City, may have a Material Adverse Effect; (b) seeks to restrain or enjoin any of the transactions contemplated hereby; or (c) may adversely affect (i) the exclusion of interest with respect to the Loan from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes, or (ii) the ability of the City to perform its obligations under this Loan Agreement.

“*Maximum Annual Debt Service*” means the greatest amount of Debt Service with respect to all Obligations to which reference is made coming due in any Fiscal Year including the Fiscal Year in which the calculation is made or any subsequent Fiscal Year.

“*Mayor*” means the Mayor of the City.

“*Net Proceeds*” means insurance proceeds or an eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Enterprise, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

“*Net Revenues*” means, for any period, all of the Revenues during such period less all of the Maintenance and Operation Costs during such period.

“*Note*” or “*Promissory Note*” means the Promissory Note executed and delivered by the City on December __, 2015, in the original principal amount of \$_____, in the form attached hereto as Exhibit C.

“*Obligations*” means, collectively, the Existing Obligations, the Loan Obligations and the Parity Obligations.

“*Parity Obligations*” means all other bonds, notes, loan agreements, installment sale agreements, leases, or other obligations of the City payable from and secured by a pledge of and lien upon any of the Net Revenues incurred on a parity with the Loan Obligations and the Existing Obligations, issued in accordance with Section 5.13 hereof.

“*Parity Obligations Documents*” means, collectively, the indenture of trust, trust agreement, installment sale agreement, loan agreement or other document authorizing the issuance of any Parity Obligations or any securities which evidence Parity Obligations.

“*Parity Payments*” means all payments scheduled to be paid by the City under Parity Obligations.

“*Principal Account*” means the account by that name in the Revenue Fund established pursuant to Section 4.03 hereof.

“*Principal Component*” means the portion of each Loan Payment designated as Principal Component, as such is set forth on Exhibit A hereto.

“*Proceeds*” means the \$[3,344,945] amount received by the City from the Bank on the Closing Date.

“*Qualified Institutional Buyer*” shall have the meaning ascribed thereto in Rule 144A of the Securities Act of 1933, as amended.

“*Rate Stabilization Fund*” means the fund by that name established and maintained pursuant to Section 5.03(d) hereof.

“*Request of the City*” or “*Written Request*” means a request in writing signed by the Mayor or the City Manager, or by any other officer of the City duly authorized for that purpose.

“*Resolution*” means the Resolution No. _____, adopted by the City Council on December 9, 2015, authorizing the execution and delivery of this Loan Agreement, and otherwise providing for the execution and delivery of the Loan Obligations.

“*Revenue Fund*” means the fund by that name established and maintained pursuant to Section 4.03 hereof.

“*Revenues*” means all gross income and revenue received or receivable by the City from the ownership and operation of the Enterprise, calculated in accordance with Generally Accepted Accounting Principles, including all rates, fees, charges (including connection fees), insurance proceeds and condemnation awards received by the City and all other income and revenue howsoever derived by the City from the Enterprise; provided, however, that (a) any specific charges levied for the express purpose of reimbursing others for all or a portion of the cost of the acquisition or construction of specific wastewater facilities; (b) grants that are designated by the grantor for a specific Enterprise purpose (and are therefore not available for general operational purposes); (c) customers’ deposits or any other deposits related to the Enterprise subject to refund until such deposits have become the property of the City; (d) the proceeds of any ad valorem property taxes; and (e) the proceeds of any special assessments or special taxes levied upon real property within any improvement district served by the City for the purpose of paying special assessment bonds or special tax obligations of the City relating to the Enterprise, are not Revenues and are not subject to the lien hereof. Notwithstanding the foregoing, there shall be deducted from Revenues any amounts (of Revenues) transferred into the Rate Stabilization Fund as contemplated by Section 5.03(d) hereof, and there shall be added to Revenues any amounts transferred out of the Rate Stabilization Fund and into the Revenue Fund, as contemplated by Section 5.03(d) hereof.

“*State*” means the State of California.

“*Subordinate Debt*” means indebtedness or other obligations (including but not limited to loans, leases and installment sale agreements) hereafter issued or incurred and secured by a pledge of and lien on Net Revenues subordinate to the pledge and lien securing the Loan Payments.

“*Taxable Rate*” means an interest rate with respect to the Loan Obligations equal to ___% per annum.

"Tax Regulations" means temporary and permanent regulations promulgated under or with respect to Sections 103, 141, 148 and all related sections of the Code.

"Term" or *"Term of this Loan Agreement"* means the time during which this Loan Agreement is in effect, as provided in Section 3.03 hereof.

"1993 Bond" means all outstanding City of Willits Sewer Revenue Bond of 1993 (Series A), originally issued on November 23, 1993, in the original amount of \$4,710,000, which are presently outstanding in the approximate aggregate principal amount of \$3,225,000.

Section 1.02. Liability of City Limited to Net Revenues. Notwithstanding anything to the contrary contained in this Loan Agreement, the City shall not be required to advance any money derived from any source of income other than the Net Revenues, for the payment of the principal of or interest or prepayment premiums, if any, on the Loan Obligations or for the performance of any covenants herein contained, nor for the maintenance and operation of the Enterprise from any source of income other than the Revenues. The City may, however, advance funds for any such purpose so long as such funds are derived from a source legally available for such purpose without incurring any indebtedness. The Loan Obligations shall be payable exclusively from the Net Revenues as in this Loan Agreement provided. The credit of the City is not pledged for the payment of the Loan Obligations or its interest. The principal of and interest on the Loan Obligations and any prepayment premiums upon the prepayment thereof shall not be a debt of the City, nor a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the City or any of its income, receipts, or revenues, except the Net Revenues pledged to the payment thereof as provided in this Loan Agreement.

Section 1.03. Benefits of Loan Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the City and the Bank any right, remedy or claim under or pursuant hereto. Any agreement or covenant required herein to be performed by or on behalf of the City shall be for the sole and exclusive benefit of the Bank.

Section 1.04. Successor Is Deemed Included in all References to Predecessor. Whenever the City is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the City, and all agreements and covenants required hereby to be performed by or on behalf of the City shall bind and inure to the benefit of the successors thereof whether so expressed or not.

Section 1.05. Waiver of Personal Liability. No member of the City Council and no officer, agent, or employee of the City, or of any department or agency thereof, shall be individually or personally liable for the payment of the principal of or interest on the Loan Obligations, but nothing contained herein shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or hereby.

Section 1.06. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. Words of any gender shall be deemed and construed to include all genders. All

references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith" and other words of similar import refer to the Loan Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 1.07. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the City shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or the Loan Obligations; but the Bank shall retain all the rights and benefits accorded to it under any applicable provisions of law. The City hereby declares that it would have adopted this Loan Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 1.08. Designation as "Qualified Tax-Exempt Obligation." The Loan is designated as "Qualified Tax-Exempt Obligation" by the City for purposes of Section 265(b)(3) of the Code. The City represents, covenants and warrants that it has not and will not issue tax-exempt obligations (including the Obligation) in the aggregate face amount of more than Ten Million Dollars (\$10,000,000.00) during the 2015 calendar year.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.01. Covenants, Representations and Warranties of the City. The City makes the following covenants, representations and warranties to the Bank as of the date of the execution and delivery of this Loan Agreement:

(a) the City is a municipal corporation duly organized and validly existing under the laws of the State of California;

(b) the City has full legal right, power and authority under the laws of the State to adopt the Resolution and to enter into this Loan Agreement and the Note and the transactions contemplated herein, and to carry out its obligations hereunder and thereunder;

(c) with the exception of the pledge of the Net Revenues relating to the Loan made hereunder and the Existing Parity Obligations, the Net Revenues have not otherwise been pledged and there are no other liens against the Net Revenues, senior to, or on parity with the Loan Payments and the payments on the Existing Parity Obligations;

(d) by all necessary official action, the City has duly adopted the Resolution, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, this Loan Agreement, the Note and the consummation by it of all other transactions contemplated by this Loan Agreement and the Resolution. When

executed and delivered by the City, this Loan Agreement, the Note and the Loan will be in full force and effect and will constitute legal, valid and binding agreements or obligations of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;

(e) the City's comprehensive annual financial report for the period ended June 30, 2014, presents fairly the financial condition of the City and the Enterprise as of the date hereof and the results of operation for the period covered thereby. Except as has been disclosed to the Bank, there has been no change in the financial condition of the City or the Enterprise since June 30, 2014, that will in the reasonable opinion of the City materially impair its ability to perform its obligations under this Loan Agreement. All information provided by the City to the Bank with respect to the financial performance of the Enterprise is accurate in all material respects as of its respective date and does not omit any information necessary to make the information provided not misleading;

(f) as currently conducted, the City's activities with respect to the Enterprise are in all material respects in compliance with all applicable laws, administrative regulations of the State of California and of the United States and any agency or instrumentality of either, and any judgment or decree to which the City is subject;

(g) as long as the Loan is outstanding, the City will notify the Bank or its designee, within 30 days, following the date of an event that (i) might reasonably be anticipated to cause a default on any obligation of the City, (ii) might reasonably be anticipated to cause a Material Adverse Change, (iii) might reasonably be anticipated to result in Material Litigation, and (iv) might reasonably be anticipated to have a negative material impact on the financial condition of the City;

(h) the City is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either or any judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City or any of its property or assets is otherwise subject (including, without limitation, the Resolution, the Note and this Loan Agreement), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the adoption of the Resolution, the execution, delivery the Note and the making of the Loan and the execution and delivery of this Loan Agreement and compliance with the City's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, agreement, mortgage, lease or other instrument to which the City is a party or to which the City or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or

assets of the City or under the terms of any such law, regulation or instruments, except as provided by the Resolution, the Note and this Loan Agreement;

(i) no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, is pending or, to the best of the City's knowledge, threatened against the City: (i) in any way affecting the existence of the City or in any way challenging the respective powers of the several offices or the titles of the officials of the City to such offices; (ii) affecting or seeking to prohibit, restrain or enjoin the making, execution or delivery of the Note, the Loan or this Loan Agreement or the application of the proceeds of the Loan; (iii) in any way contesting or affecting, as to the City, the validity or enforceability of the Bond Law, the Resolution, the Loan, the Note or this Loan Agreement; (iv) in any way contesting the powers of the City or its authority with respect to make or delivery of the Loan, the adoption of the Resolution, or the execution and delivery of the Note or this Loan Agreement; (v) contesting the exclusion from gross income of interest on the Loan or Note for federal income tax purposes; or (vi) in any way contesting or challenging the consummation of the transactions contemplated hereby or thereby or that might materially adversely affect the ability of the City to perform and satisfy its obligations under the Loan, the Note or this Loan Agreement; nor to the best of the City's knowledge is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the Bond Law, the proceedings authorizing the Resolution, the Loan, the Note or this Loan Agreement or the performance by the City of its obligations thereunder, or the authorization, execution, delivery or performance by the City of the Loan, the Note, the Resolution or this Loan Agreement;

(j) the City is not in default, and at no time has defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding;

(k) all consents, approvals, authorizations, orders, licenses or permits of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter, that are required for the due authorization by, or that would constitute a condition precedent to or the absence of which would materially adversely affect the making or accepting of the Loan and the execution, delivery of and performance of the Note and this Loan Agreement by the City have been duly obtained (except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Loan or Note, as to which no representation is made);

(l) the City has the legal authority to apply and will apply, or cause to be applied, the proceeds from the Loan as provided in and subject to all of the terms and provisions of the Bond Law, the Resolution, the Note and this Loan Agreement, and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Loan;

(m) the City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer whose arbitrage certificates may not be relied upon;

(n) any certificate, signed by any official of the City authorized to do so in connection with the transactions described in this Loan Agreement, shall be deemed a representation and warranty by the City to the Bank as to the statements made therein;

(o) since the most current date of the information, financial or otherwise, supplied by the City to the Bank:

(i) there has been no change in the assets, liabilities, financial position or results of operations of the City which might reasonably be anticipated to cause a Material Adverse Effect;

(ii) the City has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect; and

(iii) the City has not (A) incurred any material indebtedness, other than the Loan Payments and trade accounts payable arising in the ordinary course of the City's business and not past due, or (B) guaranteed the indebtedness of any other person.

(p) the City has had no financial advisory relationship with the Bank with respect to the Loan, nor with any investment firm controlling, controlled by or under common control with the Bank; and

(q) inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Bank is not acting as a fiduciary of the City, but rather is acting solely in its capacity as Bank, for its own account.

Section 2.02. Covenants, Representations and Warranties of the Bank. The Bank makes the following covenants, representations and warranties to the City as of the date of the execution and delivery of this Loan Agreement:

(a) the Bank is a wholly-owned subsidiary of Western Alliance Bank, an Arizona corporation, with all right and authority to conduct business in the State of California, and with full corporate power to enter into and undertake its duties and obligations hereunder and has sufficient knowledge and experience in financial and business matters, including purchase and ownership of tax-exempt municipal obligations, to be able to evaluate the economic risks and merits of the investment represented by the Loan and Note;

(b) the execution, delivery and performance of this Loan Agreement has been duly authorized by all necessary corporate actions on the part of the Bank and do not require any further approvals or consents;

(c) to the knowledge of the Bank, the execution, delivery and performance of this Loan Agreement does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Bank is a party by which it or its property is bound;

(d) there is no pending or, to the knowledge of the Bank, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Bank to perform its obligations under this Loan Agreement; and

(e) the Bank will deliver to the City a certificate or letter substantially in the form set forth in Exhibit B attached hereto, and will abide by all transfer restrictions herein and therein.

ARTICLE III

TERMS OF THE LOAN; ISSUANCE OF THE NOTE

Section 3.01. Proceeds; Issuance and Transfer of Note. The Bank hereby agrees to make the Loan to the City in the aggregate principal amount of \$[3,344,945], and the City hereby agrees to borrow such amount from the Bank.

The Loan shall be evidenced by a Promissory Note executed and delivered by the City on the Closing Date in the aggregate principal amount of \$[3,344,945], in substantially the form set forth in Exhibit C attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by the Resolution, this Loan Agreement and the Bond Law. The Loan and the Note are authorized to be entered into and issued by the City pursuant to the Resolution, under and subject to the terms of the Bond Law, this Loan Agreement and other applicable laws of the State.

The City shall issue the Loan Obligations on the Closing Date and thereupon deliver the Note to the Bank. An Authorized Representative is authorized and directed pursuant to the Resolution to execute and deliver any and all documents and instruments necessary to cause the issuance of the Loan Obligations in accordance with the provisions of the Bond Law, the Resolution and this Loan Agreement, and to do and cause to be done any and all acts and things necessary or convenient for the timely delivery of the Note to the Bank. If any officer whose signature appears on the Note ceases to be such officer before delivery of the Note to the Bank, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Note to the Bank.

The Bank may assign its rights hereunder, and may transfer a Note, subject to the requirements of Section 3.07 herein, but only upon surrender of such Note to the City for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the City. Proof of the execution of any such transfer, and of the holding and ownership of Note shall be sufficient for any purpose hereof (except as otherwise herein provided), if made in the form of the Assignment attached to the Note in Appendix C hereto. Whenever a Note shall be surrendered for transfer, the City shall execute, authenticate and deliver a new Note to the transferee.

Section 3.02. Deposit and Application of Proceeds. The Loan shall be made by the Bank to the City in immediately available funds on the Closing Date. The City hereby instructs, and the Bank hereby agrees, to apply the Proceeds as follows: (a) \$_____ is to be wired directly to the United States Department of Agriculture_____ to redeem the 1993 Bond; and (b) \$_____ is to be set-aside and applied by the Bank, in accordance with a Written Request of the City, to pay the Costs of Issuance.

Section 3.03. Term of the Loan. The Term of this Loan Agreement shall commence on the Closing Date, and shall end on the date on which the Loan shall be paid in full or provision for such payment shall be made as provided herein.

Section 3.04. Optional Prepayment. Upon 30 days' prior written notice to the Bank, the City shall have the option to prepay the unpaid Principal Components of the Loan in whole or in part, on and after December 1, 2025, by paying a prepayment price equal to the aggregate amount of Principal Components being prepaid, plus accrued interest thereon to the date fixed for prepayment, without premium.

If the City gives notice to the Bank of its intention to exercise such option but fails to deposit the required amount with the Bank on or prior to the designated prepayment date, the City shall continue to pay the Loan Payments as if no such notice had been given.

Section 3.05. Prepayment Upon Casualty Loss or Governmental Taking. At the City's option, and upon 30 days' prior written notice to the Bank, the Loan shall be subject to prepayment as a whole or in part on any date, from the Net Proceeds of casualty insurance or a governmental taking of the Enterprise or portions thereof by eminent domain proceedings, under the circumstances and upon the conditions and terms prescribed herein, or in the event of taxability pursuant to Section 5.21 or otherwise, at a prepayment price equal to the sum of the principal prepaid plus accrued interest thereon to the date fixed for prepayment, without premium.

Section 3.06. Execution of the Loan Agreement. The execution of this Loan Agreement by an Authorized Representative shall constitute conclusive evidence of such officers' and the City Council's approval hereof, including any changes, insertions, revisions, corrections, or amendments as may have been made hereto.

Section 3.07. Assignment by the Bank. The Bank's right, title and interest in and to this Loan Agreement, the Note and all proceeds, with prior written notice to the City, may be assigned and reassigned in whole to a Qualified Institution Buyer, without the necessity of obtaining the consent of City; provided, that, Bank has filed or caused to be filed with the City at least five Business Days' prior written notice thereof along with an executed copy of an investor's letter addressed to the City substantially in the form of the letter delivered by the Bank on the Closing Date attached hereto as Exhibit B. The City shall pay all Loan Payments hereunder to the Bank, as provided in Section 4.02 hereof, or under the written direction of the assignee named in the most recent assignment or notice of assignment filed with the City. During the term of this Loan Agreement, the City shall each keep a complete and accurate record of all such notices of assignment.

Section 3.08. Closing Conditions. The Bank has entered into this Loan Agreement in reliance upon the representations and warranties of the City contained in this Loan Agreement and to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the City of the obligations of the City pursuant to this Loan Agreement at or prior to the Closing Date. Accordingly, the obligation of Bank to consummate the Loan and execute this Loan Agreement is subject to the fulfillment to the reasonable satisfaction of the Bank of the following conditions:

(a) The representations and warranties of the City contained in this Loan Agreement shall be true, complete and correct on the Closing Date.

(b) All representations, warranties and covenants made herein, and in certificates or other instruments delivered pursuant hereto or in connection herewith, shall be deemed to have been relied upon by the Bank notwithstanding any investigation heretofore or hereafter made by the Bank or on their behalf.

(c) On the Closing Date, the Resolution, the Note and this Loan Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Bank.

(d) On the Closing Date, the City will have adopted and there will be in full force and effect such resolutions as in the opinion of Bond Counsel shall be necessary in connection with the transactions contemplated by this Loan Agreement, and all necessary action of the City relating to the issuance of the Loan will have been taken, will be in full force and effect and will not have been amended, modified or supplemented, except as may have been agreed to in writing by the Bank.

(e) At or prior to the Closing Date, the Bank will have received the following documents:

(i) the approving opinions, dated the Closing Date and addressed to the Bank, of Bond Counsel in form and content satisfactory to the Bank, to the effect that (A) the interest on the Loan and the Note is excluded from gross income for state and federal income tax purposes; (B) the Loan Agreement and the Note has been duly authorized, executed and delivered by the City and is a legal, valid and binding obligation of the City, enforceable in accordance with its terms, subject to customary exceptions for bankruptcy and judicial discretion; and (C) the Loan has been designated as a "Qualified Tax-Exempt Obligation" within the meaning of Section 265(b)(3)(B) of the Code;

(ii) a certificate or certificates, dated the date of the Closing and signed on behalf of the City by an Authorized Representative, to the effect that (A) the representations and warranties contained in this Loan Agreement are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the Closing Date; (B) no litigation of any nature is then pending or, to his or her knowledge, threatened, seeking to restrain or enjoin the issuance and delivery of the Loan or Note or the levy or collection of revenues to

pay the principal thereof and interest thereon, questioning the proceedings and authority by which such pledge is made, affecting the validity of the Loan or Note or contesting the existence or boundaries of the City or the title of the present officers to their respective offices; (C) no authority or proceedings for the issuance of the Loan or the Note has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Loan or Note has been filed with or received by the City; and (D) the City has complied with all the agreements and covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to, and to the extent possible before, the Closing Date;

(iii) a conformed certified copy of the Resolution;

(iv) the items required by the Resolution as conditions for execution and delivery of the Loan;

(v) a tax certificate of the City, in form and substance satisfactory to Bond Counsel;

(vi) the filing copy of the Information Return Form 8038-G; and

(vii) the opinion of the City's counsel, dated the Closing Date, addressed to the Bank and Bond Counsel, to the effect that:

(A) the City is a municipal corporation duly organized and validly existing under the laws of the State of California, and has all requisite power and authority thereunder: (1) to adopt the Resolution, and to enter into, execute, deliver and perform its covenants and agreements under this Loan Agreement and the Note; (2) to make, execute and deliver the Loan and the Note; (3) to pledge the Net Revenues as contemplated by this Loan Agreement; and (4) to carry on its activities as currently conducted;

(B) the City has taken all actions required to be taken by it prior to the Closing Date material to the transactions contemplated by this Loan Agreement, and the City has duly authorized the execution and delivery of, and the due performance of its obligations under, this Loan Agreement, the Note and the Loan;

(C) the adoption of the Resolution, the execution and delivery by the City of this Loan Agreement, the Note and the Loan and the compliance with the provisions of this Loan Agreement, the Note and the Loan, to the best of such counsel's knowledge after due inquiry, do not and will not conflict with or violate in any material respect any California constitutional, statutory or regulatory provision, or, to the best of such counsel's knowledge after due inquiry, conflict with or constitute on the part of the City a material breach of or default under any agreement or instrument to which the City is a party or by which it is bound;

(D) no litigation is pending with service of process completed or, to the best of such counsel's knowledge after due inquiry, threatened against the City in any court in any way affecting the titles of the officials of the City to their respective positions, or seeking to restrain or to enjoin the execution and delivery of the Loan Agreement or the Note, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Loan or the Note, or in any way contesting or affecting the validity or enforceability of the Loan Agreement, the Note or the Resolution, or contesting the powers of the City or its authority with respect to the Loan Agreement, the Note or the Resolution;

(E) to the best of such counsel's knowledge after due inquiry, no authorization, approval, consent or other order of the State or any local agency of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the City of the Note or this Loan Agreement; and

(F) to the best of such counsel's knowledge after due inquiry, the City is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, which breach or default would materially adversely affect the City's ability to enter into or perform its obligations under the Note or this Loan Agreement, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument; and

(viii) such additional legal opinions, certificates, instruments and other documents as the Bank or its counsel may reasonably request to evidence the truth and accuracy, as of the date of this Loan Agreement and as of the Closing Date, of the representations, warranties, agreements and covenants of the City contained herein and the due performance or satisfaction by the City at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the City.

ARTICLE IV

SECURITY

Section 4.01. Pledge of Net Revenues. The City hereby irrevocably pledges all of the Net Revenues and amounts on deposit in the Revenue Fund to the punctual payment of the Loan Payments. This pledge shall constitute a first lien on the Net Revenues for the payment of the Loan in accordance with the terms hereof, which lien is on parity with the lien on Net Revenues that secures the payment of Existing Parity Obligations and Parity Obligations. The Net Revenues will not be used for any other purpose while any of the Loan Payments are unpaid.

Section 4.02. Repayment of the Loan and Note. The City hereby agrees to repay the Loan and Note from Net Revenues in the aggregate principal amount of \$[3,344,945]together with interest (calculated at the rate of 2.990%, on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance thereof, payable in semi-annual Loan Payments in the respective amounts and on the respective Loan Payment Dates specified in Exhibit A hereto, and by this reference made a part hereof. Anything to the contrary in this Loan Agreement notwithstanding, from and after the Date of Taxability following a Determination of Taxability, the Loan and Note shall bear interest at the Taxable Rate.

So long as the Note is owned by TPB Investments, Inc., all principal and interest payments with respect to the Note shall be made by wire transfer using the following wiring instructions (unless the City shall receive subsequent wiring instructions from the Bank):

Name of the Bank: TPB Investments, Inc.
Aba Number:
Account Name:
Account Number:
For Credit to:

Section 4.03. Revenues; Establishment and Application of Revenue Fund. The City hereby covenants and agrees to establish, maintain and hold in trust a separate special trust fund to be designated the "Revenue Fund" (herein referred to as the "Revenue Fund") so long as the Loan remains outstanding. Within the Revenue Fund the City shall establish and maintain a separate Interest Account, Principal Account and Redemption Account therein. The Revenue Fund shall be kept separate and apart from all other funds and accounts held by the City and shall be administered as provided herein. The City hereby covenants and agrees that all Revenues, when and as received, will be received and held by the City in trust for the benefit of the Bank and owners of any Existing Parity Obligations and Parity Obligations, and will be allocated and deposited by the City in the Revenue Fund. All Revenues shall be disbursed, allocated and applied solely to the uses and purposes set forth as follows:

(a) All Revenues in the Revenue Fund shall be set aside or used by the City in the following order of priority:

(i) *Maintenance and Operation Costs.* In order to carry out and effectuate the pledge and lien contained herein, the City agrees and covenants to pay all Maintenance and Operation Costs of the Enterprise (including amounts reasonably required to be set aside in contingency reserves for the Enterprise, the payment of which is not then immediately required) from the Revenue Fund as they become due and payable. The City shall annually prepare a budget for Maintenance and Operation Costs.

(b) All Net Revenues remaining in the Revenue Fund (after payment of all Maintenance and Operation Costs) on each Loan Payment Date, shall transferred by the City from the Revenue Fund and allocated to the following respective accounts (each of which the City shall establish and maintain within the Revenue Fund), the following amounts in the following order of priority, the requirements of each such account

(including the funding of any deficiencies in any such account resulting from insufficient Net Revenues necessary to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(i) *Interest Account.* On each Loan Payment Date, the City shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on such Loan Payment Date on all outstanding Obligations. No deposit need be made into the Interest Account if the amount contained therein is at least equal to the interest becoming due and payable upon all outstanding Obligations on such Loan Payment Date. All moneys in the Interest Account shall be used and withdrawn by the City solely for the purpose of paying interest on the Obligations as it shall become due and payable (including accrued interest on any Obligations purchased or redeemed prior to maturity pursuant to this Loan Agreement). In the event that the amounts on deposit in the Interest Account on any Loan Payment Date are insufficient for any reason to pay the aggregate amount of interest then coming due and payable on the outstanding Obligations, the City shall apply such amounts to the payment of interest on each of the outstanding Obligations on a pro rata basis.

(ii) *Principal Account.* On each Loan Payment Date on which the principal of Obligations is payable, the City shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Obligations coming due and payable on such Loan Payment Date and the amount of principal becoming due and payable on any mandatory sinking account payment due on all outstanding Obligations, if any. All moneys in the Principal Account shall be used and withdrawn by the City solely for the purpose of paying the principal of the Obligations at the maturity date or upon early redemption, as the case may be. In the event that the amounts on deposit in the Principal Account on any Loan Payment Date are insufficient for any reason to pay the aggregate amount of principal then coming due and payable on the outstanding Obligations, the City shall apply such amounts to the payment of principal on each of the outstanding Obligations on a pro rata basis.

(iii) *Redemption Account.* The City shall establish and maintain a Redemption Account, amounts in which shall be used and withdrawn by the City solely for the purpose of paying the principal, interest and premium, if any, on the Principal Components to be redeemed pursuant to Section 3.04 or 3.05, as applicable.

(iv) *Reserve Accounts.* Payments required to replenish any debt service reserve accounts established for Parity Obligations shall be made in accordance with the terms hereof and such Parity Obligations Documents, without preference or priority, and in the event of any insufficiency of such moneys, ratably without any discrimination or preference.

(v) *Subordinate Debt Repayment.* Payments relating to principal and interest on or with respect to Subordinate Debt in accordance with the terms of such Subordinate Debt, without preference or priority, and in the event of any insufficiency of such moneys, ratably based on the respective principal amounts (including any accreted value) without any discrimination or preference.

(vi) *Subordinate Debt Reserve Accounts.* To make payments required with respect to Subordinate Debt to replenish reserve accounts established therefor in accordance with the terms of such Subordinate Debt, without preference or priority, and in the event of any insufficiency of such moneys, ratably based on the respective principal amounts (including any accreted value) without any discrimination or preference.

(vii) *General Expenditures.* For any lawful purpose of the City, including, but not limited to, any costs of capital improvements to the Enterprise.

Section 4.04. Rebate Fund. The City shall establish the Rebate Fund and shall comply with the requirements below. All money at any time deposited in the Rebate Fund shall be held by the City in trust, for payment to the United States Treasury. All amounts on deposit in the Rebate Fund shall be governed by this Section and the applicable Tax Certificate, unless the City obtains an opinion of Bond Counsel that the exclusion from gross income of interest on the Loan will not be adversely affected for federal income tax purposes if such requirements are not satisfied.

(a) *Excess Investment Earnings.*

(i) *Computation.* Within 55 days of the end of each fifth Computation Year with respect to the Loan, the City shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Rebate Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (e.g. the temporary investments exception of Section 148(f)(4)(B) and the construction expenditure exception of Section 148(f)(4)(C) of the Code), for this purpose treating the last day of the applicable Computation Year as a computation date, within the meaning of Section 1.148-1(b) of the Rebate Regulations (the “Rebatable Arbitrage”). The City shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(ii) *Transfer.* Within 55 days of the end of each fifth Computation Year with respect to the Loan, an amount shall be deposited to the Rebate Fund by the City from any legally available funds, including the other funds and accounts established herein, so that the balance in the Rebate Fund shall equal the amount of Rebatable Arbitrage so calculated in accordance with Section 4.04(a)(i). In the event that immediately following the transfer required by the previous sentence, the amount then on deposit to the credit of the Rebate Fund

exceeds the amount required to be on deposit therein, the City shall withdraw the excess from the Rebate Fund and then credit the excess to the Revenue Fund.

(iii) *Payment to the Treasury.* The City shall pay to the United States Treasury, out of amounts in the Rebate Fund.

(A) not later than 60 days after the end of (A) the fifth Computation Year with respect to the Loan,; and (B) each applicable fifth Computation Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Computation Year; and

(B) not later than 60 days after the payment of all the Loan, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Computation Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the City shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source, including the other funds and accounts established herein, equal to such deficiency in the Rebate Fund prior to the time such payment is due. Each payment required to be made pursuant to this Section 4.04(a)(iii) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T prepared by the City, or shall be made in such other manner as provided under the Code.

(b) *Disposition of Unexpended Funds.* Any funds remaining in the Rebate Fund after redemption, if any, and payment of the Loan and the payments described in Section 4.04(a)(iii), shall be utilized in any manner by the City.

(c) *Survival of Defeasance.* Notwithstanding anything in this Section 4.04 or this Loan Agreement to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance of the Loan Agreement.

Section 4.05. Special Obligation of the City; Obligations Absolute. The City's obligation to pay the Loan Payments shall be a special obligation of the City limited solely to Net Revenues and amounts on deposit in the Revenue Fund. Under no circumstances shall the City be required to advance moneys derived from any source of income other than Net Revenues and other sources specifically identified herein for the payment of the Loan Payments, nor shall any other funds or property of the City be liable for the payment of the Loan Payments. Notwithstanding the foregoing provisions of this Section, however, nothing herein is intended to prohibit the City voluntarily from making any payment hereunder from any source of available funds of the City.

The obligations of the City to pay the Loan Payments from Net Revenues, and to perform and observe the other agreements contained herein, shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach of the City, the Bank of any obligation to the City or otherwise with respect to the Enterprise, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the City by the Bank. Until such time as all of the Loan Payments shall have been fully paid or prepaid, the City (a) will not suspend or discontinue payment of any Loan Payments; (b) will perform and observe all other agreements contained in this Loan Agreement; and (c) will not terminate this Loan Agreement for any cause, including, without limiting, the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Enterprise, sale of the Enterprise, the taking by eminent domain of title to or temporary use of any component of the Enterprise, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State or any political subdivision of either thereof or any failure of the Bank to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement.

Section 4.06. Reduction Upon Partial Prepayment. In the event the City prepays less than all of the remaining Principal Components of the Loan Payments pursuant to Section 3.04 or 3.05 hereof, the amount of such prepayment shall be applied by the Bank to the outstanding Principal Components in inverse order of maturity, unless otherwise requested by City and agreed to by Bank in its reasonable discretion.

Section 4.07. Rate on Overdue Loan Payments. In the event the City should fail to make any of the Loan Payments required in Section 4.02 hereof on or before the due date therefor, the Loan Payment in default shall continue as an obligation of the City until the amount in default shall have been fully paid and the City agrees to pay the same with interest thereon, to the extent permitted by law, from the date thereof at the Default Rate.

ARTICLE V

COVENANTS OF THE AUTHORITY

Section 5.01. Operation and Maintenance of the Enterprise. The City will maintain and preserve the Enterprise in good repair and working order at all times and will operate the Enterprise in an efficient and economical manner and will pay all Maintenance and Operation Costs of the Enterprise as they become due and payable.

Section 5.02. Against Sale or Other Disposition of Property. The City will not sell, lease, or otherwise dispose of the Enterprise or any part thereof essential to the proper operation of the Enterprise or to the maintenance of the Revenues. The City will not enter into any agreement or lease that impairs the operation of the Enterprise or any part thereof necessary to secure adequate Revenues for the payment of the Loan or that would otherwise impair the rights of the City with respect to the Revenues or the operation of the Enterprise. Any real or personal property that has become nonoperative or that is not needed for the efficient and proper operation of the Enterprise, or any material or equipment that has become worn out, may be sold at not less

than the fair market value thereof. The City shall deposit the proceeds of such sale in the Revenue Fund.

Section 5.03. Rates, Fees, and Charges.

(a) The City will, at all times while the Loan remains outstanding, fix, prescribe and collect rates, fees and charges in connection with the Enterprise so as to yield Revenues at least sufficient, after making reasonable allowances for contingencies and errors in the estimates, to pay the following amounts in the order set forth below:

- (i) all Maintenance and Operation Costs of the Enterprise;
- (ii) the Debt Service payments and all other payments (including payments under reimbursement agreements) with respect to all Obligations as they become due and payable;
- (iii) all amounts, if any, required to restore the balance in any debt service reserve accounts established for Parity Obligations in accordance with the terms of such Parity Obligations Documents, without preference or priority; and
- (iv) all payments required to meet any other obligations of the City that are charges, liens, encumbrances upon, or which are otherwise payable from the Revenues during such Fiscal Year.

(b) Furthermore, the City shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Enterprise during each Fiscal Year which are sufficient to yield estimated Net Revenues which are at least equal to 120% of the aggregate amount of Debt Service on all Obligations payable from Net Revenues coming due and payable during such Fiscal Year. The City may make adjustments, from time to time, in its rates, fees and charges as it deems necessary, but shall not reduce its rates, fees and charges below those in effect unless the Net Revenues resulting from such reduced rates, fees and charges shall at all times be sufficient to meet the requirements set forth in this paragraph.

(c) If the City violates the covenants set forth in paragraph (a) or (b) hereof, such violation shall not, in and of itself, be a default under this Loan Agreement and shall not give rise to a declaration of an Event of Default so long as (i) Net Revenues (calculated without taking into account any amounts transferred into the Revenue Fund from the Rate Stabilization Fund pursuant to paragraph (d) below), are at least equal to the Maximum Annual Debt Service coming due and payable during such Fiscal Year; and (ii) within 180 days after the date such violation is discovered, the City either (A) transfers enough moneys from the Rate Stabilization Fund sufficient to yield estimated Net Revenues which are at least equal to 120% of the aggregate amount of Debt Service on all Obligations payable from Net Revenues coming due and payable during such Fiscal Year in compliance with paragraph (b) hereof; or (B) hires an Independent Financial Consultant to review the revenues and expenses of the Enterprise, and abides by such consultant's recommendations to revise the schedule of rates, fees, expenses and charges, and to revise any Maintenance and Operation Costs insofar as

practicable, and to take such other actions as are necessary so as to produce Net Revenues to cure such violation for future compliance; provided, however, that, if the City does not, or cannot, transfer from the Rate Stabilization Fund the amount necessary to comply with paragraph (b) hereof, or otherwise cure such violation within 12 months after the date such violation is discovered, an Event of Default shall be deemed to have occurred under Section 6.01(a)(ii) hereof.

(d) There is hereby created a separate fund to be known as the "Rate Stabilization Fund," to be held and maintained by the City. The Rate Stabilization Fund is not pledged to secure payment of the Loan Payments. Amounts in the Rate Stabilization Fund shall be applied solely for the uses and purposes set forth in this paragraph (d). The City shall have the right to deposit into the Rate Stabilization Fund from time to time any amount of funds which are legally available therefor; provided that deposits for each Fiscal Year may be made until (but not after) 180 days following the end of such Fiscal Year.

For the purpose of computing the amount of Revenues for any Fiscal Year for purposes of the preceding paragraph (a), or the amount of Net Revenues for any Fiscal Year for purposes of the preceding paragraph (b), the City shall be permitted to transfer amounts on deposit in the Rate Stabilization Fund to the Revenue Fund, such transfers to be made until (but not after) 180 days after the end of such Fiscal Year. In addition, the City shall be permitted to withdraw amounts on deposit in the Rate Stabilization Fund for any other lawful purpose. The Rate Stabilization Fund is not pledged to secure payment of the Loan Payments.

Section 5.04. Collection of Rates and Charges. The City will have in effect at all times rules and regulations requiring each consumer or customer utilizing the Enterprise facilities to pay the rates, fees and charges applicable to such use or benefit received. Except in connection with the receipt of federal or State funding, the City will not permit any part of the Enterprise or any facility thereof to be used or taken advantage of free of charge by any corporation, firm or person, or by any public agency (including the United States of America, the State of California and any city, county, district, political subdivision, public corporation or agency of any thereof).

Section 5.05. Competitive Facilities. Except for any Enterprise facilities existing as of the date hereof, the City will not, to the extent permitted by law, acquire, maintain or operate and will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, authority, city, special district, or political subdivision or any person whomsoever to acquire, maintain or operate within the sphere of influence of the City any water system competitive with the Enterprise; provided, however, that the City may, with the written consent of the Bank first had and obtained, assign all or a portion of the Enterprise to another entity upon delivery to the Bank of an opinion of counsel experienced in the field of law relating to municipal bonds that such assignment will not adversely affect the tax-exempt status of the interest with respect to the Loan, and provided such entity assumes the obligations of the City hereunder.

Section 5.06. Insurance.

(a) The City will procure and maintain insurance on the Enterprise with commercial insurers or through participation in a joint powers insurance authority, in such amounts, with such deductibles and against such risks (including accident to or destruction of the Enterprise) as are usually insurable in accordance with industry standards with respect to similar enterprises.

In the event of any damage to or destruction of the Enterprise caused by the perils covered by such insurance, the proceeds of such insurance shall be applied to the repair, reconstruction or replacement of the damaged or destroyed portion of the Enterprise. The City shall cause such repair, reconstruction or replacement to begin promptly after such damage or destruction shall occur and to continue and to be properly completed as expeditiously as possible, and shall pay out of the proceeds of such insurance all costs and expenses in connection with such repair, reconstruction or replacement so that the same shall be completed and the Enterprise shall be free and clear of all liens and claims. If the proceeds received by reason of any such loss shall exceed the costs of such repair, reconstruction or replacement, the excess shall be applied to prepay all Obligations on a pro rata basis, in the manner provided in Section 3.05 hereof and in the instruments authorizing such Obligations.

Alternatively, if the proceeds of such insurance are sufficient to enable the City to retire all outstanding Obligations and all other amounts due hereunder, the City may elect not to repair, reconstruct or replace the damaged or destroyed portion of the Enterprise, and thereupon such proceeds shall be applied to the prepayment of all Obligations and to the payment of all other amounts due hereunder, and as otherwise required by the documents pursuant to which other the Obligations were issued.

(b) The City will procure and maintain commercial general liability insurance covering claims against the City for bodily injury or death, or damage to property, occasioned by reason of the ownership or operation of the Enterprise, such insurance to afford protection in such amounts and against such risks as are usually covered in connection with similar enterprises.

(c) The City will procure and maintain workers' compensation insurance against liability for compensation under the Workers' Compensation Insurance and Safety Act of California, or any act hereafter enacted as an amendment or supplement or in lieu thereof; such insurance to cover all persons employed in connection with the Enterprise.

(d) All policies of insurance required to be maintained herein shall provide that the Bank shall be given 30 days' written notice of any intended cancellation thereof or reduction of coverage provided thereby.

(e) In lieu of obtaining insurance coverage as required by this Section, such coverage may, with the prior written consent of the Bank, be maintained by the City in the form of self-insurance. The City shall certify to the Bank that (i) the City has

segregated amounts in a special insurance reserve meeting the requirements of this Section; (ii) an Insurance Consultant certifies annually, on or before January 1 of each year in which self-insurance is maintained, in writing to the Bank that the City's general insurance reserves are actuarially sound and are adequate to provide the necessary coverage; and (iii) such reserves are held in a separate trust fund by an 'independent' trustee. Any statements of self-insurance shall be delivered to the Bank. The City shall pay or cause to be paid when due the premiums for all insurance policies required hereby.

The City shall cause the Bank to be named as an additional insured with respect to the City's liability insurance, and as a loss payee with respect to any property damage insurance. The City shall not allow any insurance to expire without 30 days' prior written notice to the Bank.

Section 5.07. Eminent Domain. If all or any part of the Enterprise shall be taken by eminent domain proceedings, the resulting Net Proceeds thereof shall be applied as follows:

(a) If (i) the City delivers to the Bank a Certificate of the City showing (A) the estimated loss of annual Net Revenues, if any, suffered or to be suffered by the City by reason of such eminent domain proceedings; (B) a general description of the additions, betterments, extensions or improvements to the Enterprise proposed to be acquired by the City from any Net Proceeds; and (C) an estimate of the additional annual Net Revenues to be derived from such additions, betterments, extensions or improvements; and (ii) on the basis of such certificate, determines that the estimated additional annual Net Revenues will sufficiently offset the estimated loss of annual Net Revenues resulting from such eminent domain proceedings so that the ability of the City to meet its obligations hereunder will not be substantially impaired (which determination shall be final and conclusive); then the City shall promptly proceed with the acquisition of such additions, betterments, extensions or improvements substantially in accordance with such Certificate of the City and such Net Proceeds shall be applied for the payment of the costs of such acquisition, and any balance of such Net Proceeds not required by the City for such purpose shall be applied to prepay the principal amount of all Obligations on a pro rata basis in the manner provided in Section 3.05 hereof and in the instruments authorizing such Obligations.

(b) If the foregoing conditions are not met, then such Net Proceeds shall be applied to prepay the principal amounts of all Obligations on a pro rata basis in the manner provided in Section 3.05 hereof and in the instruments authorizing such Obligations.

Section 5.08. Additional Information. The City agrees to furnish to the Bank, promptly, from time to time, such information regarding the operations, financial condition and property of the City and the Enterprise as the Bank may reasonably request.

Section 5.09. Compliance With Law and Contracts. The City will faithfully comply with, keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on its operation of the Enterprise by contract, or prescribed by any law of the United

States of America or of the State of California, or by any officer, board or commission having jurisdiction or control.

Section 5.10. Punctual Payment. The City will punctually pay the principal and interest to become due in respect of the Loan, in strict conformity with the terms hereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not rescind this Loan Agreement for any cause.

Section 5.11. Reserved.

Section 5.12. Protection of Security and Rights of the Bank. The City will preserve and protect the security of the Loan and the rights of the Bank and will warrant and defend the Bank's rights against all claims and demands of all persons. From and after the Closing Date, the Loan shall be incontestable by the City.

Section 5.13. Parity Obligations.

(a) So long as the Loan is outstanding, the City shall not issue or incur any obligations payable from Revenues or Net Revenues senior or superior to the payment of Debt Service on the Loan. The City may at any time issue Parity Obligations payable from Net Revenues on a parity with Debt Service on the Loan and Existing Parity Obligations to provide financing or refinancing for the Enterprise in such principal amount as shall be determined by the City. The City may issue or incur any such Parity Obligations subject to the following specific conditions, which are hereby made conditions precedent to the issuance and delivery of such Parity Obligations:

(i) no Event of Default shall have occurred and be continuing;

(ii) the Net Revenues (calculated without taking into account any amounts transferred into the Revenue Fund from the Rate Stabilization Fund pursuant to Section 5.03(d) hereof), calculated in accordance with Generally Accepted Accounting Principles, either (A) as shown by the books of the City for the latest Fiscal Year, as verified by a certificate of an Authorized Representative of the City, or (B) as shown by the books of the City for any more recent 12-month period selected by the City, as verified by a certificate or opinion of an Independent Certified Public Accountant employed by the City, plus in either case (at the option of the City) the Additional Revenues, shall be at least equal to 120% of the amount of Maximum Annual Debt Service on all outstanding Obligations and the Parity Obligations to be issued; and

(iii) except with respect to the Loan, and at the City's sole discretion, there may be established from the proceeds of such Parity Obligations a reserve fund for the security of such Parity Obligations, in an amount equal to the lesser of (A) the maximum amount of debt service required to be paid by the City with respect to such Parity Obligations during any Fiscal Year; and (B) the maximum amount then permitted under the Code, in either event as certified in writing by the City.

The provisions of Section 5.13(a)(ii) shall not apply to any Parity Obligations if, and to the extent that (1) all of the proceeds of such Parity Obligations (other than proceeds applied to pay costs of issuing such Parity Obligations and to make the reserve fund deposit required pursuant to Section 5.13(a)(iii)) shall be deposited in an irrevocable escrow held in cash or invested in Federal Securities for the purpose of paying the principal of and interest and premium, if any, on such outstanding Parity Obligations; (2) at the time of the incurring of such Parity Obligations, the City certifies in writing that maximum annual debt service on such Parity Obligations will not exceed Maximum Annual Debt Service on the outstanding Parity Obligations being refunded; and (3) the final maturity of such Parity Obligations is not later than the final maturity of the Parity Obligations being refunded.

(b) In order to maintain the parity relationship of debt service payments on all Parity Obligations permitted hereunder, the City covenants that all payments in the nature of principal and interest or reserve account replenishment with respect to any Parity Obligations, will be structured to occur semi-annually on November 1 and May 1, in each year as such payments are due with respect to the Debt Service payments, and reserve account replenishment with respect to any Parity Obligations will be structured to occur within one year, and to otherwise structure the terms of such Parity Obligations to ensure that they are in all respects payable on a parity with the Debt Service payments on the Loan and all Parity Obligations, and not prior thereto.

(c) The City may at any time execute contracts or issue bonds or other indebtedness payable from Net Revenues or the Revenue Fund payable on a subordinated basis to the payment of the Debt Service payments on Parity Obligations.

Section 5.14. Against Encumbrances. The City hereby covenants and agrees that it shall not incur any obligations that are secured by a pledge and lien on the Net Revenues that is senior to the pledge and lien on the Net Revenues contained herein. The City will not make any pledge of or place any lien on the Net Revenues except as provided herein. The City may pledge Net Revenues to secure Parity Obligations issued in accordance with Section 5.13 hereof. The City may at any time, or from time to time, issue evidences of indebtedness for any lawful purpose that are payable from and secured by a pledge of and lien on Net Revenues that is subordinate in all respects to the pledge of and lien on the Net Revenues provided herein.

Section 5.15. Further Assurances. The City will adopt, make, execute and deliver any and all further resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Bank of the rights and benefits provided to it herein.

Section 5.16. Financial Reports. Promptly upon receipt by the City and in no event later than two hundred ten (210) days after the close of each Fiscal Year (unless otherwise agreed in writing by the Bank), the City will furnish, or cause to be furnished, to the Bank an audit report of an Independent Certified Public Accountant with respect to such Fiscal Year, covering the operations of the Enterprise for said Fiscal Year. Such audit report shall include statements of the status of each account pertaining to the Enterprise, showing the amount and source of all

deposits therein, the amount and purpose of the withdrawals therefrom and the balance therein at the beginning and end of said Fiscal Year.

Each such audit, in addition to whatever matters may be considered proper by the Independent Certified Public Accountant to be included therein, shall include a statement as to whether or not the Net Revenues for such Fiscal Year were equal to at least 1.20 times the Debt Service for such Fiscal Year, calculated as provided in Section 5.03 hereof. In addition, the City shall deliver to the Bank, not later than August 15 of each year, commencing August 15, 2016, a copy of the City's adopted budget for the then current Fiscal Year. The City shall also deliver to the Bank a copy of any update to the City's budget adopted for a Fiscal Year with 30 days of the adoption of such updated budget.

Section 5.17. Reserved.

Section 5.18. Observance of Laws and Regulations. The City will well and truly keep, observe and perform or cause to be kept, observed and performed all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired and enjoyed by the City, including the City's right to exist and carry on business as a California county water district, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 5.19. Private Activity Bond Limitation. The City shall assure that moneys deposited pursuant to this Loan Agreement are not so used as to cause this Loan Agreement to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(d) of the Code.

Section 5.20. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause this Loan Agreement or the Interest Components of the Loan Payments to be "federally guaranteed" within the meaning of section 149(b) of the Code.

Section 5.21. Maintenance of Tax Exemption. The City shall take all actions necessary to assure the exclusion of the Interest Components of the Loan Payments from the gross income of the Bank to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the Closing Date. Upon the occurrence of a Determination of Taxability, then the City shall pay to the Bank, within 30 days after receipt of such determination, the amount which, with respect to interest payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest on the Loan due through the date of such event) that are imposed as a result of the loss of the exclusion, will restore the Bank the same after tax yield on the Loan that it would have realized had the exclusion not been lost.

Section 5.22. Rebate Requirement. The City shall take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government.

Section 5.23. No Arbitrage. The City shall not take any action with respect to the proceeds of this Loan Agreement which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date this Loan Agreement was entered into would have caused this Loan Agreement to be an “arbitrage bond” within the meaning of Section 148 of the Code.

Section 5.24. Budget. The City hereby covenants to take such action as may be necessary to include all Loan Payments and all other amounts due hereunder in its annual budget and to make the necessary annual appropriations for all such Loan Payments and all other amount due hereunder.

Section 5.25. Notices. The City shall provide to the Bank:

(a) immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default under this Loan Agreement, together with a detailed statement by an Authorized Representative of the steps being taken by the City to cure the effect of such Event of Default;

(b) prompt written notice (i) of any action, suit or proceeding or any investigation, inquiry or similar proceeding by or before any court or other governmental authority, domestic or foreign, against the City or the Enterprise or the Revenues which involve claims equal to or in excess of \$500,000 or that seeks injunctive relief, or (ii) of any loss or destruction of or damage to any portion of the Enterprise in excess of \$500,000;

(c) prompt written notice of any Material Litigation, or any investigation, inquiry or similar proceeding by any Governmental Authority with respect to any matter that relates to or could impact any Revenues;

(d) promptly upon notice thereof, any termination or cancellation of any insurance policy which the City is required to maintain, or any uninsured or partially uninsured loss through liability or property damage, or through fire, theft or any other cause affecting the City property in excess of an aggregate of \$500,000; and

(e) with reasonable promptness, such other information respecting the City, Enterprise, and the operations, affairs and financial condition of the City as the Bank may from time to time reasonably request;

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.01. Events of Default and Remedies.

- (a) ***Events of Default.*** The following shall be Events of Default hereunder:
- (i) failure by the City to pay any Principal Component or Interest Component on the Loan when due and payable;
 - (ii) failure by the City to observe and perform any covenant, condition or agreement on its part contained herein pertaining to the Enterprise, other than in Section 6.01(a)(i), for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Bank; provided, however, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30-day period, the Bank shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within such 30-day period and diligently pursued until the default is corrected;
 - (iii) default by the City under any Existing Parity Obligation or any Parity Obligation (or Subordinate Debt which requires or permits the immediate acceleration thereof);
 - (iv) institution of any proceeding under the United States Bankruptcy Code or any federal or state bankruptcy, insolvency, or similar law or any law providing for the appointment of a receiver, liquidator, trustee, or similar official of the City or of all or substantially all of its assets, by or with the consent of the City, or institution of any such proceeding without its consent that is not permanently stayed or dismissed within 60 days, or agreement by the City with the City's creditors to effect a composition or extension of time to pay the City's debts, or request by the City for a reorganization or to effect a plan of reorganization, or for a readjustment of the City's debts, or a general or any assignment by the City for the benefit of the City's creditors;
 - (v) any statement, representation or warranty made by the City in or pursuant to this Loan Agreement or its execution, delivery or performance proves to have been false, incorrect, misleading, or breached in any material respect on the date made, and is continuing for a period of 30 days after written notice specifying such misrepresentation or breach and requesting that it be remedied has been given to the City by the Bank; provided, however, that the Bank and the City may agree that action by the City to cure such failure may be extended beyond such 30-day period;
 - (vi) this Loan Agreement or any material provision of this Loan Agreement shall at any time for any reason cease to be the legal, valid and binding obligation of the City or shall cease to be in full force and effect, or shall be declared to be unenforceable, invalid or void, or the validity or enforceability thereof shall be contested by the City, or the City shall renounce the same or deny that it has any further liability hereunder;
 - (vii) dissolution, termination of existence or insolvency of the City; and

(viii) any court of competent jurisdiction with jurisdiction to rule on the validity of any provision of this Loan Agreement shall find or rule that this Loan Agreement is not valid or not binding on the City.

(b) **Remedies on Default.** Whenever any Event of Default shall have happened and be continuing, the Bank shall have the right, at its option upon notice to the City, to declare the unpaid aggregate Principal Components of the Loan, and the interest accrued thereon, to be immediately due and payable, whereupon the same shall immediately become due and payable.

The Bank shall also have the right, at its option upon notice to the City, to (i) apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require officials of the City to charge and collect rates for services provided by the City and the Enterprise sufficient to meet all requirements of this Loan Agreement; and (ii) take whatever action at law or in equity as may appear necessary or desirable to collect the Loan Payments then due or thereafter to become due during the Term of this Loan Agreement, or enforce performance and observance of any obligation, agreement or covenant of the City under this Loan Agreement, subject to the following paragraph.

Notwithstanding any provision of this Loan Agreement, the City's liability to pay the Loan Payments and other amounts hereunder shall be limited solely to Net Revenues as provided in Article IV hereof. In the event that Net Revenues shall be insufficient at any time to pay a Principal Component and/or Interest Loan Component in full, the City shall not be liable to pay or prepay such delinquent Loan Payment other than from Net Revenues.

Section 6.02. Application of Funds Upon Acceleration. Upon the date of the declaration of acceleration as provided in Section 6.01, all Net Revenues thereafter received by the City shall be applied in the following order:

FIRST, to the payment, without preference or priority, and in the event of any insufficiency of such Net Revenues ratably without any discrimination or preference, of the fees, costs and expenses of the Bank if any, in carrying out the provisions of this article, including reasonable compensation to their respective accountants and counsel; and

SECOND, to the payment of the entire unpaid aggregate Principal Components of the Loan and the unpaid principal amount of any other obligations secured by the Net Revenues and the accrued interest thereon, with interest on the overdue payments at the rate or rates of interest applicable to the Loan and such other obligations if paid in accordance with their respective terms.

Section 6.03. Other Remedies of the Bank. The Bank shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the City or any director, officer or employee thereof, and to compel the City or any such director, officer or employee to perform and carry out its or

his duties under the agreements and covenants required to be performed by it or him contained herein;

(b) by suit in equity to enjoin any acts or things that are unlawful or violate the rights of the Bank; or

(c) by suit in equity upon the happening of an Event of Default to require the City and its City Council, officers and employees to account as the trustee of an express trust.

Section 6.04. Non-Waiver. Nothing in this Article or in any other provision hereof, or in the Loan, shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the principal of and interest on the Loan to the Bank when due, as herein provided, out of the Net Revenues herein pledged for such payment, or shall affect or impair the right of the Bank, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied in this Loan Agreement.

A waiver of any default or breach of duty or contract by the Bank shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Bank to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Bank by law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Bank. If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Bank, the City and the Bank shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 6.05. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Bank is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

Section 6.06. Prosecution and Defense of Suits. The City shall promptly, upon request of the Bank or its assignee, from time to time take or cause to be taken such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Enterprise whether now existing or hereafter arising and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose.

ARTICLE VII

NOTICES

All written notices under this Loan Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice is effective either (a) upon transmission by facsimile transmission, (b) upon actual receipt after deposit in the

United States mail, postage prepaid, or (c) in any other case, upon actual receipt. The City or the Bank may, by written notice to the other parties, from time to time modify the address or number to which communications are given hereunder.

to the City City of Willits, California
111 East Commercial Street.
Willits, California 95490
Attention: Finance Director

to the Bank TPB Investments, Inc.
One East Washington Street, 14th Floor
Phoenix, Arizona 85004
Attention: Senior Vice President Municipal Investment
Manager

ARTICLE VIII

AMENDMENTS; DISCHARGE; GENERAL AUTHORIZATION; EFFECTIVE DATE

Section 8.01. Amendments Permitted.

(a) This Loan Agreement and the rights and obligations of the City and of the Bank may be modified or amended at any time by a written supplemental agreement entered into by the City and the Bank.

(b) From and after the time any supplemental agreement becomes effective pursuant to this Article, this Loan Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Loan Agreement and the Bank shall thereafter be determined, exercised, and enforced hereunder subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental agreement shall be deemed to be part of the terms and conditions of this Loan Agreement for any and all purposes.

Section 8.02. Discharge of Loan Agreement.

(a) If the City shall pay or cause to be paid or there shall otherwise be paid to the Bank the principal of and the interest and the prepayment premium, if any, on this Loan Agreement at the times and in the manner stipulated herein, then all agreements, covenants and other obligations of the City to the Bank hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) This Loan Agreement shall be deemed to have been paid within the meaning and with the effect expressed in Section 8.02(a) if (i) in case this Loan Agreement is to be prepaid on any date prior to its final principal payment date, the City shall have mailed a notice of prepayment to the Bank; (ii) there shall have been deposited with the Bank, or an escrow agent reasonably acceptable to the Bank, either money in an amount that shall be sufficient or direct obligations of the United States of America that are not subject to redemption except by the holder thereof prior to maturity (including

any such securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), the interest on and principal of which when paid will provide money that, together with the money, if any, deposited with the Bank or such escrow agent at the same time, shall be sufficient to pay when due the interest to become due on this Loan Agreement on and prior to the final principal payment date or prepayment date thereof, as the case may be, and the principal of and prepayment premiums, if any, on this Loan Agreement on and prior to the final principal payment date or the prepayment date thereof, as the case may be; and (iii) if this Loan Agreement is not subject to prepayment within the next succeeding 60 days, the City shall have mailed a notice to the Bank that the deposit required by clause (ii) above has been made with the Bank or such escrow agent and that this Loan Agreement is deemed to have been paid in accordance with this Section and stating the principal payment dates or prepayment date, as the case may be, upon which money is to be available for the payment of the principal of and prepayment premiums, if any, on this Loan Agreement; provided, however, that the City shall have provided an opinion of Bond Counsel that such deposit will not adversely affect the exclusion of interest on the Loan from gross income of the Bank for federal income tax purposes.

Section 8.03. General Authorization. The Authorized Representatives of the City, and each of them individually, are hereby authorized and directed, for and in the name of and on behalf of the City, to execute and deliver any and all documents, to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, in order to consummate the financing and to effect the purposes of this Loan Agreement. All actions heretofore taken by officers, employees, and agents of the City that are in conformity with the purposes and intent of this Loan Agreement are hereby approved, confirmed, and ratified.

Section 8.04. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Bank and the City and their respective successors and assigns.

Section 8.05. Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.06. Further Assurances and Corrective Instruments. The Bank and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Loan Agreement.

Section 8.07. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 8.08. Captions. The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Loan Agreement.

Section 8.09. Expenses. The fees and disbursements of bond counsel, financial advisor, placement agent and Escrow Agent to the City, the cost of preparing the Loan documentation,

CDIAC fees, fees of Bank's counsel and other miscellaneous expenses of the City incurred in connection with the Loan shall all be the obligation of the City. The Bank shall have no responsibility for any expenses associated with the procurement and consummation of the Loan, including, but not limited to, the expenses identified above as the obligation of the City.

Section 8.10. Agreement To Pay Attorneys' Fees and Expenses. The Authority will pay the Bank its reasonable attorney fees incurred subsequent to an Event of Default.

Section 8.11. Sovereign Immunity. The Authority does not enjoy any rights of immunity on the grounds of sovereign immunity in respect of its obligations under the Loan Agreement or otherwise with respect to the Note. To the extent the Authority has or hereafter may acquire under any applicable law any rights to immunity from legal proceedings on the grounds of sovereignty, the Authority hereby waives, to the extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to the Loan Agreement or otherwise with respect to the Note.

Section 8.12. Judicial Reference.

(a) The Bank and the City hereby agree: (i) each proceeding or hearing based upon or arising out of, directly or indirectly, this Loan Agreement or any document related thereto, any dealings between the City and the Bank related to the subject matter of this Loan Agreement or any related transactions, and/or the relationship that is being established between the City and the Bank (hereinafter, a "Claim") shall be determined by a consensual general judicial reference (the "Reference") pursuant to the provisions of Section 638 et. seq. of the California Code of Civil Procedure, as such statutes may be amended or modified from time to time; (ii) upon a written request, or upon an appropriate motion by either the Bank or the City, as applicable, any pending action relating to any Claim and every Claim shall be heard by a single Referee (as defined below) who shall then try all issues (including any and all questions of law and questions of fact relating thereto), and issue findings of fact and conclusions of law and report a statement of decision. The Referee's statement of decision will constitute the conclusive determination of the Claim. The Bank and the City agree that the Referee shall have the power to issue all legal and equitable relief appropriate under the circumstances before the Referee; (iii) the Bank and the City shall promptly and diligently cooperate with one another, as applicable, and the Referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of all Claims in accordance with the terms of this Section 8.12; (iv) either the Bank or the City, as applicable, may file the Referee's findings, conclusions and statement with the clerk or judge of any appropriate court, file a motion to confirm the Referee's report and have judgment entered thereon. If the report is deemed incomplete by such court, the Referee may be required to complete the report and resubmit it; (v) the City and the City, as applicable, will each have such rights to assert such objections as are set forth in Section 638 et seq. of the California Code of Civil Procedure; and (vi) all proceedings shall be closed to the public and confidential, and all records relating to the Reference shall be permanently sealed when the order thereon becomes final.

(b) The parties to the Reference proceeding shall select a single neutral referee (the "Referee"), who shall be a retired judge or justice of the courts of the State of California, or a federal court judge, in each case, with at least 10 years of judicial experience in civil matters. The Referee shall be appointed in accordance with Section 638 of the California Code of Civil Procedure (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts). If within 10 days after the request or motion for the Reference, the parties to the Reference proceeding cannot agree upon a Referee, then any party to such proceeding may request or move that the Referee be appointed by the Presiding Judge of the Mendocino County Superior Court, or of the U.S. District Court for the Northern District of California. The Referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this Section 8.12.

(c) No provision of this Section 8.12 shall limit the right of either the Bank or the City, as the case may be, to (i) exercise such self-help remedies as might otherwise be available under applicable law; or (ii) obtain or oppose provisional or ancillary remedies, including without limitation injunctive relief, writs of possession, the appointment of a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction before, after, or during the pendency of any Reference. The exercise of, or opposition to, any such remedy does not waive the right of the Bank or the City to the Reference pursuant to this Section 8.12(c).

(d) Promptly following the selection of the Referee, the parties to such Reference proceeding shall each advance equal portions of the estimated fees and costs of the Referee. In the statement of decision issued by the Referee, the Referee shall award costs, including reasonable attorneys' fees, to the prevailing party, if any, and may order the Referee's fees to be paid or shared by the parties to such Reference proceeding in such manner as the Referee deems just.

Section 8.13. Net-Net-Net Contract. This Loan Agreement is a "net-net-net contract" and the City hereby agrees that the Loan Payments are an absolute net return to the Bank, free and clear of any expenses, charges or setoffs whatsoever.

Section 8.14. Execution in Counterparts. This Loan 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Bank has caused this Loan Agreement to be executed in its corporate name by its duly authorized officer; and the City has caused this Loan Agreement to be executed in its name by its Mayor, as of the date first above written.

TPB INVESTMENTS, INC., a wholly-owned subsidiary of Western Alliance Bank

By _____

CITY OF WILLITS, CALIFORNIA

By _____
Bruce Burton, Mayor

Attest

By _____
Cathy Moorhead, City Clerk

EXHIBIT A

LOAN PAYMENT SCHEDULE

Principal of and interest on the Loan and Note shall be payable in installments on the Loan Payment Dates, and in the amounts, as set forth in the following schedule:

Loan Payment Date	Principal Component	Interest Component	Total Loan Payment
05/01/2016			
11/01/2016			
05/01/2017			
11/01/2017			
05/01/2018			
11/01/2018			
05/01/2019			
11/01/2019			
05/01/2020			
11/01/2020			
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05/01/2028			
11/01/2028			
05/01/2029			
11/01/2029			
05/01/2030			
11/01/2030			
05/01/2031			
11/01/2031			
Totals			

EXHIBIT B

FORM OF INVESTOR LETTER

This letter is to provide you with certain representations and agreements in connection with the execution and delivery of a Promissory Note issued by the City of Willits, California (the "City") on December __, 2015, in the original principal amount of \$_____, evidencing obligations of the City under the Loan Agreement, dated as of December 1, 2015, by and between TPB Investments, Inc., a wholly-owned subsidiary of Western Alliance Bank (the "Bank," the "undersigned," "us" or "we," as applicable), and the City (the "Loan Agreement"). Capitalized terms not otherwise defined herein will have the meanings set forth in the Loan Agreement.

We hereby represent and warrant to you and agree with you as follows:

(a) the Bank is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated or formed and has the full legal right, power and authority to make the Loan and to enter into the Loan Agreement;

(b) the undersigned is a duly appointed, qualified, and acting officer of the Bank and is authorized to cause the Bank to make the representations and warranties contained herein on behalf of the Bank;

(c) the Bank has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations similar to the Loan Obligations, to be able to evaluate the risks and merits of the investment represented by the Loan Obligations and is able to bear the economic risks of such investment;

(d) the Bank understands that neither the Loan Obligations nor Loan Agreement have been registered with any federal or state securities agency or commission; and further understands that the Loan Obligations and Loan Agreement (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (b) will not be listed in any stock or other securities exchange; and (c) will not carry a rating from any rating service;

(e) the Bank acknowledges that it has either been supplied with or has been given access to information to which a reasonable investor would attach significance in making investment decisions, and the Bank has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the legal, physical and fiscal condition of the City and the City's Enterprise, as well as the insurance, security and prepayment arrangements set forth in the Loan Agreement and the Loan Obligations, so that, as a reasonable investor, the Bank has been able to make an informed investment decision to enter into the Loan Agreement for the purchase of the Loan Obligations;

(f) the Bank understands and acknowledges that no official statement, offering memorandum or any disclosure document has been prepared, nor is any contemplated to be prepared;

(g) the Bank acknowledges that there is no reserve fund required for the Loan Obligations;

(h) the Bank understands and acknowledges it is making the Loan and purchasing the Loan Obligations on a private placement basis, and it is not intended that the transaction be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), and therefore the City has not undertaken, other than as provided in the Loan Agreement, to provide to or for the benefit of holders of the Loan Obligations financial or operating data or any other information with respect to the City or the Loan Obligations on an ongoing basis;

(i) the Bank has made its own inquiry and analysis with respect to the Loan Obligations and the security therefore, and other material factors affecting the security and payment of the Loan Obligations;

(j) the Bank is either:

(i) an “accredited investor” as such term is defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended (the “Securities Act”);
or

(ii) a “qualified institutional buyer” as such term is defined in Rule 144A promulgated under the Securities Act;

(k) the Bank is making the Loan and purchasing the Loan Obligations for its own account and not with present view toward resale or distribution, and we have not offered, offered to sell, offered for sale or sold any of the Loan Obligations by means of any form of general solicitation or general advertising, and we are not an underwriter of the Loan Obligations within the meaning of Section 2(11) of the Securities Act; provided, however, that the Bank reserves the right to sell, transfer or redistribute the Loan Obligations without the consent of the City in accordance with the Loan Agreement and all applicable securities laws, and agrees that any such sale, transfer or redistribution by the Bank shall be in accordance with the Loan Agreement;

(l) the Bank recognizes that an investment in the Loan Obligations involves significant risks, there is no established market for the Loan Obligations and that none is likely to develop and, accordingly, the Bank must bear the economic risk of an investment in the Loan Obligations for an indefinite period of time;

(m) the Bank further acknowledges that it is responsible for consulting with its advisors concerning any obligations, including, but not limited to, any obligations pursuant to federal and state securities and income tax laws it may have with respect to subsequent assignments or assignees of the Loan Obligations if and when any such future disposition of the Loan Obligations may occur;

(n) the Bank acknowledges that The Weist Law Firm (“Bond Counsel”) is acting as bond counsel to the City, that Bond Counsel has no attorney-client relationship

with the Bank, and that the Bank has sought legal advice from its own counsel to the extent it concluded legal advice was necessary; and

(o) the Bank is not relying upon the City, Bond Counsel, or any of their affiliates or employees for advice as to the merits and risks of the Loan Obligations. The Bank has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the ____ day of December, 2015.

TPB INVESTMENTS, a wholly-owned subsidiary of Western Alliance Bank

By _____
Authorized Signer

EXHIBIT C

FORM OF PROMISSORY NOTE

No. 1 \$ _____

INTEREST RATE: _____%

CLOSING DATE: December __, 2015

MATURITY DATE: November 1, 2034

REGISTERED OWNER: TPB INVESTMENTS, INC., A WHOLLY-OWNED
SUBSIDIARY OF WESTERN ALLIANCE BANK

PRINCIPAL AMOUNT: _____ MILLION _____ HUNDRED THOUSAND _____
HUNDRED _____ DOLLARS AND 00/100

The City of Willits, California (the "City") for value received, hereby promises to pay to the registered owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless prepaid prior thereto as hereinafter provided, the principal amount set forth above, and to pay interest on such principal amount from the Closing Date set forth above, or from the most recent Loan Payment Date (as hereinafter defined) to which interest has been paid or duly provided for. Interest on the unpaid principal balance of this Note shall be payable semiannually on each November 1 and May 1, commencing May 1, 2016 (each, a "Loan Payment Date"), at the interest rate set forth above, until the principal amount hereof is paid in full or made provision for such payment has been made, all as more particularly set forth on Exhibit A to the Loan Agreement, dated as of December 1, 2015 (the "Loan Agreement"), between the City and TPB Investments, Inc., a wholly-owned subsidiary of Western Alliance Bank, as lender thereunder (the "Bank"); provided, however, that if at the time of authentication of this Note, interest is in default on this Note, this Note shall bear interest from the Loan Payment Date to which interest has previously been paid or made available for payment; and provided further, that interest shall be calculated at the Default Rate for overdue principal and, to the extent permitted by law, overdue interest on the Loan.

This Note evidences the obligations of the City under the Loan Agreement, under which the Bank has made a loan (the "Loan") to the City for the purpose of refinancing certain outstanding 1993 Bond of the City as described in the Loan Agreement. The City is authorized to enter into the Loan Agreement and to issue this Note in the aggregate principal amount of \$ _____ pursuant to Resolution No. ____, adopted by the City Council on December 9, 2015 (the "Resolution"), and Section 53570 et seq. of the California Government Code (the "Bond Law"). Reference is made to the Loan Agreement for the complete provisions thereof, and by acceptance hereof the registered owner of this Note assents to said terms and conditions as if fully set forth herein. The Loan Agreement is authorized under, and this Note is issued under, and both are to be construed in accordance with, the Bond Law and other laws of the State of California.

Pursuant to the Bond Law, the Resolution and the Loan Agreement, the principal of and interest on this Note are payable from Net Revenues (as defined in the Loan Agreement), and funds held under the Loan Agreement. The City has agreed in the Loan Agreement to collect Net Revenues sufficient to pay the payments on the Loan and the Note when due.

The Note is subject to optional and extraordinary prepayment in accordance with the Loan Agreement.

This Note shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Note shall be entered by the City in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

The Loan Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of this Note is subject to acceleration upon a default as prescribed in the Loan Agreement.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED by the City that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, the City has caused this Note to be dated the Closing Date shown first above, to be signed by the manual signature of its President, and attested to by the manual signature of its General Manager, and has caused this Note to be dated as of the dated date set forth above.

CITY OF WILLITS, CALIFORNIA

By _____
Duane Anderson, President

Attest:

By _____
Cathy Moorhead, City Clerk

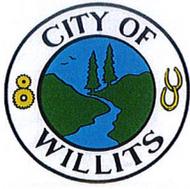
ASSIGNMENT

For value received, the undersigned does hereby sell, assign and transfer unto _____ the within Note and does hereby irrevocably constitute and appoint _____ attorney to transfer such Note on the register of the City, with full power of substitution in the premises.

Dated: _____

Signature: _____

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.



Item No. 9c(1)

Meeting Date: December 9, 2015

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: John Sherman, Code Enforcement Officer

Agenda Title: DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE FILING OF SPECIAL ASSESSMENT LIEN ON PROPERTY AT 620 SOUTH COAST STREET FOR RECOVERY OF CODE ENFORCEMENT COSTS AND ADMINISTRATIVE FINES

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 10 min.

Summary of Request: In June of 2014 the owner of the property at 620 S. Coast Street, Deborah Watts, entered into an agreement with the City of Willits to pay \$1200 in back Code Enforcement costs and the City of Willits would forgive \$25,000 in past due fines stemming from previous Municipal Code violations. The conditions of this agreement require that the property owner repay the \$1200 at \$100 a month, establish trash pickup service from SWOW and maintain the home and property in compliance with the WMC. Her payments under this agreement have been intermittent and late.

As of May 15, 2015, the property owner was two months behind on her monthly payments and the property was once again out of compliance.

Per the conditions of this agreement Ms. Watts now owes the City of Willits \$25,000 in administrative fines and has been billed for this amount and has not responded. As of November 6, 2015, Ms. Watts has also accrued an additional \$34,500 in current administrative fines.

Recommended Action: Authorize the Code Enforcement Officer to record the lien on property at 620 South Coast Street for recovery of code enforcement costs and administrative fines.

Alternative(s): None recommended.

Fiscal Impact: Recover cost of code enforcement action on this property.

Personnel Impact: N/A

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

City of Willits
111 E. Commercial St.
Willits, Ca. 95490

COMMUNITY DEVELOPMENT DEPARTMENT
INTER-OFFICE MEMORANDUM

To: Adrienne

From: John

Subject: Administrative fines, 620 S. Coast St.

Date: 12-01-15

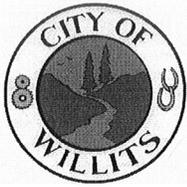
Adrienne

Pursuant to a Notice of Nuisance dated October 11, 2013 this property owner began to accrue a \$250 per day administrative fine on October 11, 2013 and continued to accrue until the maximum fine of \$25,000 was reached on February 3, 2014. At that point the nuisance had not been completely abated however the maximum fine had been reached.

When I wrote the Notice of Nuisance I was trying to be sensitive to the property owners' limited income as required in WMC § 1.12.140 (c) while at the same time motivating her to get the property into compliance so I limited the overall fine to \$25,000 but increased the daily fine to \$250. In this case neither the daily fine nor the overall fine seemed to motivate this property owner in any way.

John





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

CASE REPORT

July 29, 2015

Deborah Watts
620 S. Coast St.
Willits, CA 95490
APN: 006-120-15

As the Code Enforcement Officer for the City of Willits I have been working with Ms. Watts to bring her property into compliance with the Willits Municipal Code, (WMC) since 2008. To date four (4) Notice of Nuisances have been issued and three, (3) Order to Show Cause hearings have been held. Numerous Correction Notices have been issued and countless personal contacts have been made, all involving similar violations.

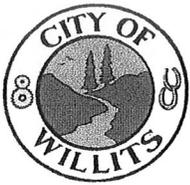
Ms. Watts has been unable to maintain a healthy environment on her property due to her habit of bringing almost anything home to keep and refusing to maintain regular garbage pick-up service. She has repeatedly allowed her home and property to become impacted with trash, numerous unregistered and inoperative vehicles, tools and various personal items.

In June of 2014 Ms. Watts entered into an agreement with the City of Willits to pay \$1200.00 in back Code Enforcement costs and the City of Willits would forgive \$25,000.00 in past due fines. The conditions of this agreement were that she repay the \$1200.00 at \$100 a month, establish trash pickup service from SWOW and maintain her home and property in compliance with the WMC. Her payments under this agreement have been late and intermittent. She is currently two months behind and the property is once again out of compliance. Per the conditions of this agreement Ms. Watts now owes the City of Willits \$25,000.00 in administrative fines and has been billed for this amount. If not paid within 30 days from the date of billing I will go to the City Council for permission to, pursuant to WMC 1.12, place a special assessment lien on her property. Ms. Watts has also accrued \$2000.00 in administrative fines to date.

These are the current conditions as they relate to this case.

A handwritten signature in black ink that reads "John Sherman".

John Sherman
Building Official
Code Enforcement Officer
City of Willits
(707) 459-7122
jsherman@willitscity.com



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

September 10, 2014

Debra Watts
620 S. Coast St.
Willits, Ca. 95490

Subject: August payment

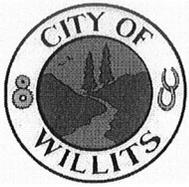
Dear Debra

Enclosed please find a receipt for your \$100.00 payment due August 31, 2014. The agreement has been amended to require payment by the 31st of each month. This was done to accommodate your schedule. If you fail to make timely payments the agreement dictates that the whole fine, (\$25,000.00) plus the cost of enforcement, (currently \$1000.00) becomes due and payable within 30 days. Please understand that I will execute the terms of the agreement on the next failure to make a payment on time.

Sincerely,

A handwritten signature in black ink that reads "John Sherman".

John Sherman
Building Inspector
Code Enforcement Officer
City of Willits
Off: (707) 459-7122
Cell: (707) 841-7017
jsherman@willitscity.com



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

May 15, 2015

Debra Watts
620 S. Coast St.
Willits, CA 95490

Subject: Late payment

Dear Debra

It has come to my attention that you haven't made your payment for May, you have \$183 past due water bill and you are scheduled for shut off tomorrow. Obviously this is not what we agreed on. I am rapidly losing confidence that you're able to keep your end of the bargain and thinking it may be time to file that lien. Please call me and let me know where you are at with respect to the payment of both the fine and the water bill. If I don't hear from you by Wednesday, May 20th I will presume that you are not able to make the payment and I'll initiate the lien process.

Sincerely,

A handwritten signature in cursive script that reads "John Sherman".

John Sherman
Building Official
Code Enforcement Officer
City of Willits
(707) 459-7122
jsherman@willitscity.com



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

SETTLEMENT OF CODE ENFORCEMENT FINES

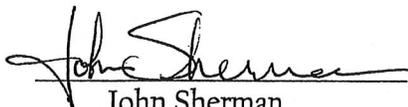
This is an agreement between Deborah Watts, owner of the residential property at 620 S. Coast Street and the City of Willits, Code Enforcement Division. The intent of this agreement is to settle the \$25,000 in outstanding administrative fines and \$1200 in outstanding costs of Code Enforcement.

Deborah Watts has accrued \$25,000.00 in administrative penalties and \$1,200 in Code Enforcement costs. Code Enforcement Officer is willing to suspend the \$25,000 for 12 months with the following conditions:

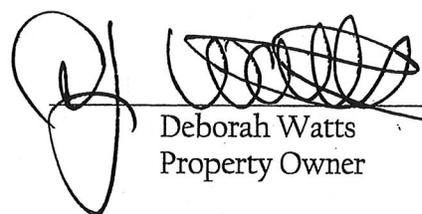
1. Deborah Watts agrees to pay the City of Willits \$100.00 per month for the following 12 months to repay the cost Code Enforcement.
2. Deborah Watts agrees to keep her property in compliance with the Willits Municipal Code during the following 12 months including the maintenance of weekly pickup service with Solid Waste of Willits, keeping the grounds free of trash and debris as well as keeping pets under control and on your property.
3. Maintain Electrical service to the residence.
4. Maintain water service to the residence.

If, after 12 consecutive months of full compliance with the above conditions as well as other pertinent requirements of the Willits Municipal Code and the California Health and Safety Code the City of Willits will excuse the \$25,000.00 in administrative fines.

Should you fail to maintain the property in compliance with the above conditions the \$25,000 in administrative fines become due and payable immediately.


John Sherman
Code Enforcement Officer
City of Willits

6/12/14
Date


Deborah Watts
Property Owner

6/12/14
Date


Adrienne Moore
City Manager,
City of Willits

6-12-14
Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

File No: ()

APN No:

STATE OF California)SS
COUNTY OF Mendocino)

On June 12th 2014 before me, K. Brorsen, Notary Public, personally appeared John Sherman and Deborah Watts

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *K. Brorsen*



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: Settlement of Code Enforcement Fines

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

File No: ()

STATE OF California)SS
COUNTY OF Mendocino)

APN No:

On June 12th 2014 before me, K. Brorsen , Notary Public, personally appeared Adrienne Moore

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *K. Brorsen*



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
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Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

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- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

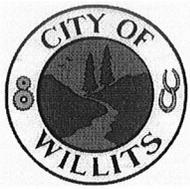
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THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: Settlement of Code Enforcement Fines

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____



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

March 7, 2014

Deborah Watts
620 S. Coast St.
Willits, CA 95490

Subject: Nuisance Abatement

Dear Deborah

I have been trying to get in touch with you but you haven't been there when I've stopped by and your phone number is no longer in service. I would like to set up an appointment with you to go over the abatement and come up with a schedule for completion.

I intentionally backed off for 60 days to give you a chance to finish the interior of the house and get moved in. Unfortunately it looks like there has been little or no progress in cleaning up the lot during this period.

Please call to set up a time when I can stop by and go over the project schedule with you.

Sincerely,

John Sherman
Building Official
Code Enforcement Officer
City of Willits
(707) 459-7122
jsherman@willitscity.com

**CITY OF WILLITS
111 E. COMMERCIAL ST.
WILLITS, CA 95490**

COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

TO: ADRIENNE MOORE
FROM: JOHN SHERMAN
SUBJECT: DEBORAH WATTS, 620 S. COAST ST.
DATE: 12/16/13

Adrienne

Regarding the Watts case, your Administrative Order directed that I give them until 12/12/13 to complete the abatement and continue the daily fine. I inspected the property the afternoon of 12/12/13 and found that very little had been done and the nuisance continued to exist.

Deborah called late afternoon of 12/12/13 and asked for an extension of time. I explained that the Administrative Order was for 12/12/13 but that you would not be back until Monday, 12/16/13 and I wouldn't be able to report until then. I suggested that things would go much better for them if the work was completed before I had to report the outcome to you.

I stopped by last Friday afternoon, 12/13/13 and noted that no work had been done since the previous day but Dale and Deborah were adamant that they had a whole crew of friends coming over the weekend and would have it all complete by Sunday.

I inspected the property about 10:30 am today and observed that they had not completed or even made a lot of progress since Friday, (see photos attached). Their excuse was that the solid waste transfer station wasn't open on Sunday so they couldn't dump the trailer. They were also very surprised when I let them know it wasn't open on Mondays either.

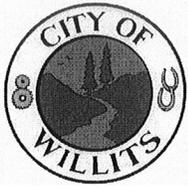
When I left Deborah, Dale and a friend were busy picking up trash and making a pile to load into the trailer when they are able to empty the current load.

My opinion is that we should stay on them until the abatement is complete. The daily fine should continue to accrue. When the abatement is complete we should bill them for the portion of the fines necessary to cover the cost of enforcement, including your time,

and hold the remainder of the fine open with the agreement that all fines automatically become due and payable if they allow the property to fall out of compliance anytime within two years of the date of the completion of this abatement.

Let me know how you would like me to proceed.

John



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

ADMINISTRATIVE ORDER

November 26, 2013

An administrative hearing was held before me, Adrienne Moore, City Manager of the City of Willits, California acting as the Administrative Hearing Body, on November 26, 2013 at 11:00 am at City Hall.

This hearing was conducted pursuant to a Notice of Nuisance issued October 11, 2013 and an Order to Show Cause issued November 5, 2013 by the Code Enforcement Officer of the City of Willits, to Deborah Watts, owner of record of the real property at 620 S. Coast Street, Willits, California, APN 006-120-15.

The purpose of this hearing was to determine whether a violation of the Willits Municipal Code occurred at that property as stated in the Notice of Nuisance, whether the property owner responded to the conditions of the Notice of Nuisance by abating said nuisance, and/or whether the nuisance continues to exist.

After considering all written and oral evidence presented, the Administrative Hearing Body makes the finding and determination that violations of Willits Municipal Code Sections 6.08.010 and 8.20.020 has occurred and that the nuisance has not been abated and that this violation continues to exist.

The property owner has acknowledged that the nuisance exists and agreed to have the abatement of the existing nuisance completed to the satisfaction of the Code Enforcement Officer no later than 5:00 pm, December 12, 2013.

The Hearing Body directs the Code Enforcement Officer to extend the period for abatement until 5:00 pm, December 12, 2013 and allow the accrual of fines to continue until such time as the abatement is complete. If the abatement is completed by 5:00 pm, December 12, 2013 the Code Enforcement Officer is directed to negotiate a reduction in administrative fines and cost of enforcement and upon collection of said administrative fines and cost of enforcement, close the case. If the abatement is not completed by 5:00 pm, December 12, 2013 the Code Enforcement Officer is directed to obtain an Inspection/Abatement warrant from the Superior Court of the State of California to enter the subject property to perform the abatement at the property owner's expense. Upon completion of the abatement the Code Enforcement Officer is directed to collect all administrative fines, penalties and cost of enforcement from property owner pursuant to Section 1.12.140 of the Willits Municipal Code.

Any person aggrieved by an Administrative Order of the Hearing Body may obtain a review of such order in the Mendocino County Superior Court by filing with the court a petition of writ of mandate, pursuant to all court rules governing the same. (Ord. 06-03 §2 (part))

Adrienne Moore, City Manager

Date

CITY OF WILLITS
111 E. COMMERCIAL ST.
WILLITS, CA 95490

COMMUNITY DEVELOPMENT DEPARTMENT
INTER-OFFICE MEMORANDUM

TO: ADRIENNE MOORE
FROM: JOHN SHERMAN, CODE ENFORCEMENT
SUBJECT: D. WATTS, 620 S. COAST ST.
DATE: 11/26/13

ADRIENNE

I JUST WANTED TO GIVE YOU SOME BACKGROUND ON THIS CASE.

THIS IS THE FOURTH NOTICE OF NUISANCE ISSUED ON THIS PROPERTY IN FIVE YEARS. THERE HAS NEVER BEEN A COMPLETE CLEANUP.

SINCE ISSUING THIS NON THEY MADE AN EFFORT FOR A COUPLE OF DAYS AND THEN QUIT MAKING PROGRESS.

BOTH HOUSES ARE RED TAGGED DUE TO UNSANITARY CONDITIONS INCLUDING NO ELECTRICITY OR HEAT.

THE PROPERTY OWNERS CLAIM SOMEONE DID THIS TO THEIR PROPERTY BUT THAT ISN'T TRUE.

THEIR DOGS HAVE BEEN CONFISCATED BY ANIMAL CONTROL DUE TO THEIR FAILURE TO KEEP THEM ON THEIR PROPERTY.

THEIR CHILDREN HAVE BEEN TAKEN OUT OF THE HOME BY A FAMILY FRIEND.

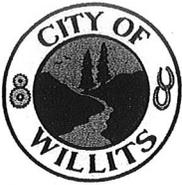
I'M NOT SURE IF THEY ARE CAPABLE OF COMPLETING THE CLEANUP. THE LAST TIME I HAD TO SUPPLY A 40 YD DUMPSTER AND PAY FOR IT OUT OF NEIGHBORHOOD CLEANUP FUND.

JOHN



These are the current conditions at 620 S. Coast St.

11/26/13



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

Order to Show Cause

Before the Administrative Code Enforcement
Body, Office of City Manager
111 E. Commercial St. Willits, Ca.

November 5, 2013

In the matter of:

**Deborah Watts
620 S. Coast St.
Willits, Ca. 95490**

I. INTRODUCTION

By this Order to Show Cause, and pursuant to Willits Municipal Code, (WMC) Section 1.12.120 Hearing request and procedure the Code Enforcement Division of the City of Willits will commence a hearing before the City Manager, sitting as the Administrative Code Enforcement Body. The purpose of this hearing is to determine whether an Administrative Order, pursuant to WMC Section 1.12.130 should be issued by the City of Willits to abate a nuisance maintained by Deborah Watts on the property at 620 S. Coast St, Willits California, APN 006-120-15.

II. BACKGROUND

On October 11, 2013 a Notice of Nuisance was issued to Deborah Watts ordering him to abate the nuisance identified in said notice, (WMC sections 6.08.010, 8.20.020 A, C and E-2 and Ca. H&S 17920.3). Ms. Watts has been contacted numerous times regarding the accumulation of trash and debris as well as unsanitary conditions both in the buildings and the property. This OSC is in response to her failure to abate the nuisance identified in the fourth Notice of Nuisance issued to her in the last four years for allowing her property to fall into similar condition.

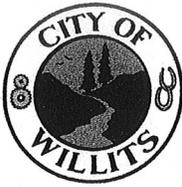
III. DISCUSSION

Section 1.12.120 of the WMC defines the administrative hearing process and directs the Code Enforcement Officer upon failure of a Notice of Nuisance to request an abatement warrant allowing the City of Willits to enter the property with a contractor for the purpose of abating of said nuisance. It is ordered that pursuant to WMC Section 1.12.120 that Deborah Watts be given the opportunity to be heard at this proceeding and to object to the determination that a violation continues to exist and be given the opportunity to present evidence showing that the abatement warrant should not be issued.

An Administrative Hearing is scheduled for Monday, November 26, 2013 at 11:00 am at the office of the City Manager, City Hall, 111 E. Commercial St. Willits, California.

IV. ORDERING CLAUSES

Accordingly, it is ordered that, pursuant to section 1.12.120 of the Willits Municipal Code, Deborah Watts is hereby ORDERED TO SHOW CAUSE why an



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

ABATEMENT WARRANT should not be issued to the City of Willits to abate the nuisance at 620 S. Coast St, Willits, California. Failure of Ms. Watts to appear at a duly noticed hearing shall constitute a failure to exhaust administrative remedies.

IT IS FURTHER ORDERED that, pursuant to WMC Section 1.12.120, the burden of proof with respect to the issue specified above SHALL BE on the Code Enforcement Officer.

IT IS FURTHER ORDERED that, a copy of this ORDER TO SHOW CAUSE shall be personally delivered to Deborah Watts at 620 S. Coast St, Willits, California and be posted in a prominent place on the property at 620 S. Coast St, Willits, California.

John Sherman
Code Enforcement Officer
City of Willits

CC: Adrienne Moore, City Manager
Gerry Gonzalez, Chief, Willits PD



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

NOTICE OF NUISANCE

October 11, 2013

Deborah Watts
620 S. Coast St.
Willits, Ca. 95490

Subject: APN 006-120-15

Dear Deborah:

Pursuant to section 1.12.110 of the Willits Municipal Code, (WMC), you are hereby given notice that the conditions described herein which exist at the property at 620 S Coast St. Willits, California, APN 006-120-15, are declared to be a public nuisance in violation of WMC sections 6.08.010, 8.20.020 A, C and E (2). The property is also in violation of California Health and Safety Code, (H&S) Section 17920.3. Copies of each section of the WMC referred to are included herein.

1. Date and location of nuisance.

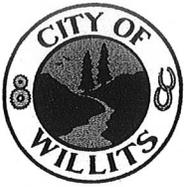
As of the date of this notice you have committed a public nuisance upon the real property owned, controlled or used by you at the location described in the preceding paragraph.

2. The sections of the Willits Municipal Code being violated, and description of the violation.

This property is a public nuisance due to the accumulation of trash and debris throughout the property, Occupancy of the dwelling without a source of water for cooking and sanitation. It is also a nuisance due to you allowing your dogs to range unrestrained off your property. These conditions are in violation of the following sections of the Willits Municipal Code:

WMC 6.08/010 Animals at large prohibited. It is unlawful for the owner or keeper of any horse, mule, sheep, goat, hog, cow, cattle of any kind, or dog to allow the same, or any of them to run at large within the limits of the city., or to be herded, picketed upon, staked out or grazed upon any public street, sidewalk, square, park or other public grounds of the city.

WMC 8.20.020 Nuisances generally. The creating, causing or maintaining on any property within the limits of the city of any condition defined as a nuisance by any ordinance of the city, section of this code, resolution of the city council or statute of the state, is unlawful and any person maintaining any such nuisance



111 E. COMMERCIAL STREET
WILLITS, CALIFORNIA 95490
(707) 459-4601 TEL
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shall be guilty of a misdemeanor. Conditions which constitute a nuisance shall include, but not be limited, to the following:

(A) Accumulation of junk, rubbish, waste, refuse or other material of unsightly or unhealthy nature and which may endanger or injure neighboring property or the health and welfare of the residents of the vicinity;

(C) Any substandard building pursuant to Health and Safety Code Section 17920.3;

(E). Maintenance of property in such a condition as to become defective or in a condition of deterioration or disrepair that the same caused visual blight, or reduces the aesthetic appearance of the neighborhood or is offensive to the senses, or is detrimental to nearby properties including, but not limited to:

(E-2) Buildings having dry rot, warping, or termite infestation. Any building on which the condition of the paint has become so deteriorated as to permit decay, excessive checking, cracking, peeling, chalking, dry rot, warping, or termite infestation as to render the building unsightly and/or in a state of disrepair,

H&S 17920.3 Property, including, but not limited to, building exteriors which are maintained in such a condition as to be detrimental to the public health, safety, or general welfare, or in such a manner as to constitute a public nuisance,

(a) Inadequate sanitation shall include, but not be limited to, the following:

(5) Lack of hot and cold running water to plumbing fixtures in a dwelling unit.

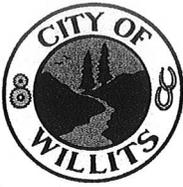
(6) Lack of adequate heating.

(10) Lack of required electrical lighting.

Actions required to correct or abate the violation.

Within fifteen (15) days following service of this notice, you shall complete abatement of the nuisances described above at your own cost by removing trash, debris, discarded appliances and furniture, and disposing of said material at an approved disposal site. You shall maintain up to but no more than two dogs to be kept under control on the property or under the control of an adult on a leash when off property. You shall vacate any dwelling on the property until such time as electrical power and water service is restored to the dwelling. You shall establish trash collection service with Solid Waste of Willits; trash is to be collected weekly. Upon completion, site shall be free of all trash, junk, discarded appliances and furniture. The dwelling will have hot and cold running water, a working toilet, bathing facilities and a kitchen sink. The dwelling will have electric lighting and heating equipment capable of maintaining 70°F when outside temperature drops to 30°F.

3. Assessment of Administrative Fine



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

In the event that you fail to complete satisfactory abatement measures to the satisfaction of the Code Enforcement Officer within fifteen (15) days following service of this notice, an administrative fine in the sum of two hundred fifty (\$250) per day shall be imposed up to a maximum penalty of twenty five thousand (\$25,000), exclusive of any amounts imposed for recovery of legal and administrative costs.

5. Right to appeal.

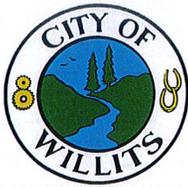
Within fifteen (15) calendar days of the date of service of this Notice of Nuisance, you may appeal such violation by providing notice of such request and upon payment of an appeals hearing deposit of two hundred fifty dollars (\$250) to the Willits City Clerk.

4. Order prohibiting further violation.

The property owner is ordered to prevent the reoccurrence of the public nuisances described above for a period of not less than two years.

A handwritten signature in cursive script that reads "John Sherman".

John Sherman
Building Inspector
Code Enforcement Officer
City of Willits
Office: (707) 459-7122
Cell: (707) 841-7017
jsherman@willitscity.com



Item No. 9d(1)

Meeting Date: December 9, 2015

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Rod Wilburn, Public Works Director

Agenda Title: APPROVE A CONSTRUCTION CONTRACT WITH FLEXI-LINER CORPORATION TO LINE THE 3-MILLION GALLON WATER TANK FOR AN AMOUNT NOT TO EXCEED \$210,710.63 AND AUTHORIZE THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS.

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 10 min.

Summary of Request: The State Water Resources Control Board - Division of Drinking Water is requiring the City to upgrade 3-million gallon water tank to preserve the integrity of the tank. City staff solicited proposals from several tank coating specialists and determined that the best available option, both in cost and practicality, is a tank liner. The first option is to clean, spot repair, and install a liner in the tank at a cost of \$210,710.63 with Flexi-Liner Corporation. The second option is to drain, sandblast, spot weld and recoat the tank at a cost of over a million dollars. Flexi-Liner estimates up to three weeks to complete the work, while recoating would take several months. The liner option is a fraction of the cost to recoat and it has a reduced potential for incidental delays. The Division of Drinking Water has approved the tank lining option.

A proposal from Flexi-Liner is enclosed for Council review. The City has worked with Flexi-Liner in the past and they are the only contractor that City staff has identified that can install a liner in a tank of this size.

Recommended Action: Approve a contract with Flexi-Liner Corporation for a not to exceed amount of \$210,710.63 with a down payment of \$42,870.00 for materials to reline the 3-million gallon tank, and authorize the City Manager to execute the contract.

Alternative(s): None recommended.

Fiscal Impact: Sufficient funds were budgeted in FY 15-16 Fund 503-5031-4003-002 to cover the total contract amount of \$210,710.63. Flexi-Liner Corporation requires a down payment of \$42,870.00 to order materials 12 weeks prior to the start of the project.

Personnel Impact: Some staff time will be dedicated to contract administration.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____



*Tank Liners
Containment Products
Custom Manufacturing*

Reliability and Product Quality Since 1953

Tuesday, November 10, 2015

Mr. Steve Anderson
City of Willits
111 East Commercial St
Willits, CA 95490
(707) 459-4990
bfwr@willitscity.com
Fax (707) 459-7104

Dear Steve:

Thank you for contacting Flexi-Liner™ regarding your concrete tank lining project. As you may know, Flexi-Liner™ has provided innovative solutions to its customers since 1953. We have extensive experience in providing tank-lining solutions and we believe our solution will give you the return on your investment that you expect.

For containment of potable water in a steel tank of 106' dia x 48' high, we would fabricate a tank liner using our 8130 XR-3 PW material formulation of reinforced flexible, modified polyvinyl chloride with a thickness of 0.030". We would also place a 6oz non-woven geotextile fabric between the substrate surface and the liner to level and protect the liner from being damaged by any uneven or rough areas on the tank surface. We will attach the liner to the sidewalls using our proven and cost-effective method of attachment. I have attached a drawing that illustrates this method. To help you better understand our company and products, I have provided the following information:

Schedule A: Budgetary Estimate & Payment Terms
Schedule B: Manufacturing System
Schedule C: Description of Installation
Schedule D: Manufacturing and Installation Time Line
Schedule E: Warranty
Attachments: Customer List, Technical Specifications of Material, Drawings

I hope this information is valuable to you in your evaluation process. Pricing is good for 30 days. If you have any questions or would like to discuss any aspect of this information, please contact me at (800) 423-4909 or kyle@flexi-liner.com. I would be happy to discuss it with you. Thanks again for the opportunity to earn your business.

Best Regards,

Kyle Foutz

Schedule A
Budgetary Estimate & Payment Terms

The following budgetary estimate includes the cost of all materials, fabrication and installation for a cylindrical steel tank liner using 0.030" XR-3 PW.

1 Flexi-Liner™ System 106' dia x 48', 8130 XR-3 PW using 0.030"	\$142,900.00
Installation (Prevailing wage rate \$49.04)	<u>\$ 54,700.00</u>
Includes travel, labor, equipment, and insurance	
Sub-total	\$197,600.00
Sales Tax on Materials @ 8.125%	\$ 11,610.63
Shipping	<u>\$ 1,500.00</u>
Sub-Total	\$ 13,110.63
TOTAL	\$210,710.63

We require a 30% advance payment on materials to be remitted with your purchase order. The balance of the invoice amount will be due net 30 from the date of satisfactory completion.

Schedule B
Manufacturing System

All raw materials shall be inspected and examined and will conform to specified requirements to ensure appropriate levels of consistency, quality and value. We will fabricate the lining to your specifications at our facility in Pomona, California. All plant welds will be made using an RF dielectric weld and will be inspected and tested prior to shipment. All plant-welds will be lap-weld, with a minimum 1/2" overlap. Thickness of the finished weld shall not be more than 0.010" more than the thickness of the un-welded original material.

The lining will be fabricated in large pieces and thereby limit the hot air field welded seams. This is a substantial advantage over systems that install sheets that must be glued or hot air field welded on site. I have included a sample of a dielectric factory weld. Any nozzles will be manufactured at our facility and field welded into the tank lining on site.

Schedule C Description of Installation

The liner is rolled at the plant to fit through the manhole. Access to the manhole will be necessary to transport the liner into the tank. Holes are drilled in the roof around the perimeter of the tank 2" from the edge approximately every 3 feet. The geotextile material is laid out on the floor and draped down the wall. The liner is then correctly positioned and unrolled on floor of the tank to ensure ease of attachment. Polyethylene tubing is inserted into a perimeter sleeve at the top of the liner and connected at its ends to form a retention hoop. Wire is then dropped into the tank through the holes in the roof. Each wire is tied to a stainless steel J bolt and each J bolt is snapped onto the retention hoop. The liner is then elevated to the top of tank by pulling up the hanging wires. The J bolts are brought through the holes and secured with washer and nut. Caulking is then placed around the washer and nut holding the J bolt.

The large liner pieces will be field welded together. All nozzles will be plant welded and attached to the liner using hot air field welds. Field welds shall be lap-welded, with minimum of 3" overlap. Field welds shall be made by the use of a portable hot air fusion-welding device. All field welds will be vacuum tested. Upon completion of installation, the membrane will be ready for water testing.

Once the Flexi-Liner is in place and all field-welding is finished, the liner must be hydrostatically tested by the customer before installation is complete. The liner must be filled with water to within 12"-24" of the overflow. (If the tank has no overflow, the liner must be filled to within 24" of the top of the liner.) The water level must be monitored as well as any available leak detection measures or known leak locations. If no leaks are evident after 48 hours, then the installation is complete and the liner is ready to be put into service. If a leak is evident via known leak locations or available leak detection means, then the liner has failed the test. The liner must be drained and additional Flexi-liner crew time scheduled. These additional Flexi-Liner installation crew hours are at no additional cost. The problem locations must be identified and repaired by Flexi-Liner's installation crew. Upon a thorough inspection of the liner, seams and connections for any additional potential leaks, the liner is ready to be tested again.

Flexi-Liner pricing does not include the water necessary to perform the hydrostatic test. Any additional costs for subsequent testing necessary to finalize and complete installation of the liner, including loss of income or productivity are not the responsibility of Flexi-liner.

Schedule D
Manufacturing and Installation Time Line

Action	Time
Scheduling, Fabrication, testing, QA (from receipt of PO)	9-13 weeks
Installation including onsite QA	3 weeks

Schedule E
Flexi-Liner Corporation Limited Warranty

Flexi-liner™ Corporation warrants Flexi-liner™ material to be free of defects, at the time of installation, from this time for two (2) years under the normal uses and service for which it is designed and manufactured. Flexi-liner™ Corporation also warrants its workmanship and installation services to be free of defects for a period of one (1) year. Should defects or premature loss of use within the scope of the above warranty occur, Flexi-liner™ Corporation will supply repair or replacement materials at no charge to the customer for that portion of the warranted useful life, which has elapsed since the material was purchased. Normal uses and service does not include accidental damage that may occur outside of the control of Flexi-Liner Corporation. To enable Flexi-liner™ Corporation's technical staff to properly determine the cause of any alleged defect and to take appropriate steps to effect timely corrective measures if such defect is within the warranty, any claim for alleged breach of warranty must be made and presented to Flexi-liner™ Corporation within thirty (30) days after the alleged defect was first brought to the attention of the representative of the owner or all warranties will be deemed to have been waived by the purchaser. In addition, Flexi-liner™ Corporation warrants that the product conforms to the applicable drawings and specifications and is free of defects in materials and workmanship within the control of Flexi-liner™ Corporation.

All warranty obligations of Flexi-liner Corporation, express or implied, and all remedies, relief and measure of damages against Flexi-liner™ Corporation are limited exclusively to repair or replacement of any defect or refund of purchase price (at Flexi-liner™ Corporation's option); and all consequential, incidental or special damages (including without limitation, labor, transportation, loss of use, increased expenses of operation, loss of profits, or damage to persons or property) resulting from the breach of any warranty obligation of Flexi-liner™ Corporation are excluded. The foregoing limited warranty is in lieu of and Flexi-liner™ Corporation disclaims any and all other warranties, to purchaser or otherwise, express or implied, oral or written, arising by law, course of dealing, course of performance, usage of trade or otherwise, including without limitation all warranties as to condition, use, operation, design, quality, capacity, workmanship, installation, servicing, latent defects, compliance with any law, ordinance, regulation, rule, contract or specification, "merchantability", fitness for any particular purpose, and all other qualities and characteristics whatsoever.