



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

**WILLITS CITY COUNCIL
AGENDA
FEBRUARY 24, 2016 ♦ 6:30 P.M. ♦ COUNCIL CHAMBERS**

1. **OPENING MATTERS** – a) Call to Order; b) Pledge to Flag; c) Roll Call
2. **PUBLIC COMMUNICATIONS**
Council welcomes participation in its meetings. Comments shall be limited to three (3) minutes per person so that everyone may be given an opportunity to be heard. To expedite matters and avoid repetition, whenever any group of persons wishes to address the Council on the same subject matter, the Mayor may request that a spokesperson be chosen by the group. This item is limited to matters under the jurisdiction of the City Council which are not on the posted agenda. Public criticism of the City Council, Commission, Boards and Agencies will not be prohibited. No action shall be taken.
3. **PUBLIC MATTERS**
 - a. Presentation by the Economic Development and Financing Corporation (EDFC)
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:
 - February 10, 2016
 - b. Reappointments of Tony Madrigal and Jim Harden to the Public Facilities Corporation Board of Directors
 - c. Reappointment of Tom Woodhouse and Appointment of Bill Barksdale to the Revit-ED Committee
 - d. Resolution Dissolving the Willits Cultural Arts Commission, Transferring the Commission's Assets and Operations to the Willits Center for the Arts, LLC, and Approving Execution of Lease Agreement for the Willits Center for the Arts Premises Located at 71 East Commercial Street
5. **INFORMATIONAL REPORTS**
Matters that do not require action by the City Council but are of public interest.
 - a. Disbursements Journal(s):
 - Warrant Nos. 27998-28003, Totaling \$20,308.21
 - Warrant Nos. 28004-28086, Totaling \$227,099.96
 - b. Written Update from Caltrans Regarding the Willits Bypass Project
6. **RIGHT TO APPEAL**
Persons who are dissatisfied with the decisions of the City Council may have the right to a review of that decision by a court. The City has adopted Section 1094.6 of the Code of Civil Procedure, which generally limits to 90 days the time within which the decisions of the City boards and agencies may be judicially challenged.
7. **COMMISSIONS, AGENCIES AND AUTHORITIES**
The Willits City Council meets concurrently as the City of Willits Planning Commission and City of Willits Successor Agency.
8. **CITY MANAGER REPORTS AND RECOMMENDATIONS**
 - a. Verbal Reports – No Action

9. DEPARTMENT RECOMMENDATIONS

- a. Administration (*including City Clerk, Finance, Human Resources, and Legal*)
- b. Public Safety
- c. Community Development (*including Planning, Building, and Code Enforcement*)
 - (1) Approve Contract with Placeworks to Complete a Traffic Circulation and Connectivity Study of Downtown Willits Streets and Alleys in an Amount Not to Exceed \$65,000, and Authorize City Manager to Execute Contract
- d. Public Works & Engineering (*Including Water and Wastewater Systems*)

10. CITY COUNCIL AND COMMITTEE REPORTS

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

11. COUNCIL MEMBER REPORTS AND RECOMMENDATIONS

12. ENACTMENT OF ORDINANCES

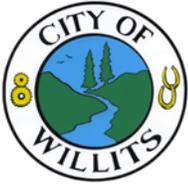
13. GOOD & WELFARE

14. CLOSED SESSION NOTICE

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 19th day of February, 2016.
Cathy Moorhead, City Clerk*



Item No. 4b

Meeting Date: February 24, 2016

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Cathy Moorhead, City Clerk

Agenda Title: REAPPOINTMENT OF TONY MADRIGAL AND JIM HARDEN TO THE PUBLIC FACILITIES CORPORATION BOARD OF DIRECTORS

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

Summary of Request: In response to expired terms on the Public Facilities Corporation (PFC) Board of Directors, the vacancies were duly noticed in the local newspaper and posted at City Hall. Applications were received from incumbents Tony Madrigal and Jim Harden; no other applications were received. Staff recommends Mr. Madrigal and Mr. Harden be reappointed to terms ending January 31, 2018 and January 31, 2019, respectively.

Recommended Action: Reappoint Tony Madrigal and Jim Harden to the Public Facilities Corporation (PFC) Board of Directors to terms ending January 31, 2018 and January 31, 2019, respectively.

Alternative(s): None recommended.

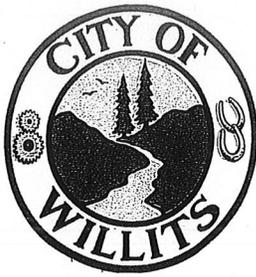
Fiscal Impact: None.

Personnel Impact: None.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____



CITY OF WILLITS

111 East Commercial Street • Willits, CA 95490
(707) 459-4601 • Fax (707) 459-1562 • www.willitscity.com

RECEIVED

FEB 10 2016

CITY OF WILLITS

APPLICATION FOR COMMITTEES/COMMISSIONS

City Clerk's Office -111 E. Commercial Street, Willits, CA 95490
(707) 459-7121, cathys@willitscity.com

Please return this application to the above address by: Feb. 15, 2016

Date 2-10-16

Name TONY MAORIGAL
First MI Last

Residence

Address _____ Mailing _____

Phone _____ Email _____

Name of committee/commission applying for _____

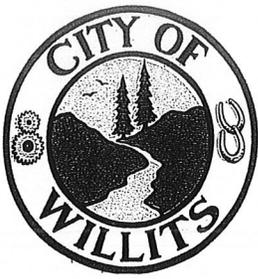
Why do you wish to serve on this committee/commission?

It is A way I can help and serve my community

Preferred method of contact: () Work () Residence (X) Cell

Please list boards and committees that you serve on, or have served on (business, civic, community).

Organization	Role/Title	Dates of Service
<u>Little Lake Fire District</u>	<u>President</u>	<u>Present</u>
<u>Frank R Howard Foundation</u>	<u>Board</u>	<u>Present</u>
<u>Willits Lions Club</u>	<u>Board</u>	<u>Present</u>



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FEB 5 2016

APPLICATION FOR COMMITTEES/COMMISSIONS

CITY OF WILLITS

City Clerk's Office -111 E. Commercial Street, Willits, CA 95490
(707) 459-7121, cathys@willitscity.com
Please return this application to the above address by: Feb. 15, 2016

Date FEB 5, 2016

Name JAMES M. HARDEN
First MI Last

Residence
Address _____ Mailing same

Phone _____ Email _____

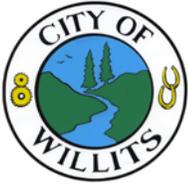
Name of committee/commission applying for PUBLIC FACILITIES CORP.

Why do you wish to serve on this committee/commission?
FOUNDING MEMBER - WISH TO CONTINUE

Preferred method of contact: () Work Residence () Cell _____

Please list boards and committees that you serve on, or have served on (business, civic, community).

Organization	Role/Title	Dates of Service
<u>WILLITS ROTARY</u>	<u>Past President / BOARD Member</u>	<u>SINCE 1980 =</u>
<u>POB FAC CORP.</u>	<u>SECRETARY</u>	<u>1980? TO Present</u>
<u>WILLITS SENIOR CENTER</u>	<u>DIRECTOR/MGR.</u>	<u>1997 - Present</u>



Item No. **4c**

Meeting Date: **February 24, 2016**

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Cathy Moorhead, City Clerk

Agenda Title: REAPPOINT TOM WOODHOUSE AND APPOINT BILL BARKSDALE TO THE REVIT-ED COMMITTEE

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

Summary of Request: In response to term expirations on the Revit-ED Committee, the vacancies were duly noticed in the local newspaper and posted at City Hall.

Staff recommends reappointing Tom Woodhouse, whose term expired in 2015, to the remainder of the term ending May 1, 2019, and appointing Bill Barksdale (*whose application is attached*) to an expired term ending May 1, 2019.

Recommended Action: Reappoint Tom Woodhouse, term ending May 1, 2019, and appoint Bill Barksdale to an expired term ending May 1, 2019, to the Revit-ED Committee.

Alternative(s): None recommended.

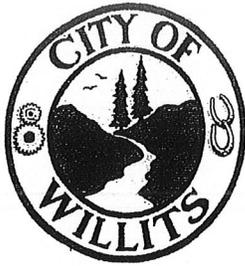
Fiscal Impact: None.

Personnel Impact: None.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____



CITY OF WILLITS

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RECEIVED
FEB 10 2016
CITY OF WILLITS

APPLICATION FOR COMMITTEES/COMMISSIONS

City Clerk's Office -111 E. Commercial Street, Willits, CA 95490
(707) 459-7121, cathys@willitscity.com

Please return this application to the above address by: Feb 15, 2016

Date 02/10/2016

Name Bill Barksdale
First MI Last

Residence

Address _____ Mailing (same) _____

Phone _____ Email _____

Name of committee/commission applying for ReVit ED

Why do you wish to serve on this committee/commission?

The City of Willits is at a very important time in its development. I have been a part of this community for nearly 30 years and plan to remain here. I want to be a part of helping to explore the possibilities and solutions for how the City moves forward into the future. I have been involved with the One Town One Vision group, Chamber of Commerce and other attempts to find direction & solutions. I have studied Urban Planning & Land Use Planning with Nash Gonzales, plus a long career in housing. Being involved with this committee seems to be an effective way to be involved with this important process. I have a sincere desire to serve and have skills I think can be of use in this process.

Preferred method of contact: () Work () Residence

Please list boards and committees that you serve on, or have served on (business, civic, community).

Organization	Role/Title	Dates of Service
County of Mendocino Assessment Appeals Board	Chairman & member	2/09/2013 - continuing
Mendocino County MLS	Chairman of the Board	2000 (?) one year
Willits Community Theatre	President of the Board	2005, 2006

Revised 1/29/2016

Note: If my involvement with the Assessment Appeals Board is considered a conflict I will resign from that Board. I, in fact, submitted my intention to not renew my term nearly a year ago when my term expired but no replacement has been found yet. My alternative could replace me if I need to leave.



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Jim Lance, City Attorney

Agenda Title: RESOLUTION DISSOLVING THE WILLITS CULTURAL ARTS COMMISSION, TRANSFERRING THE COMMISSION'S ASSETS AND OPERATIONS TO THE WILLITS CENTER FOR THE ARTS, LLC, AND APPROVING EXECUTION OF LEASE AGREEMENT FOR THE WILLITS CENTER FOR THE ARTS PREMISES LOCATED AT 71 EAST COMMERCIAL STREET

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

Summary of Request: Established in 1978 as an official, sub-agency of the City Council, the Willits Cultural Arts Commission served the Willits community for many years in the fulfillment of its goal and purpose to coordinate artistic and cultural events within the community and to encourage and develop events for the cultural and artistic enrichment of the community. During these years, volunteers spent countless hours renovating the historic Women's Improvement Club building into the Willits Center for the Arts (WCA), a cultural arts center for the community.

The Commission has been inactive for approximately three years. A new, private, non-profit corporation known as the Willits Center for the Arts, LLC, was recently established and is continuing the operations of the Commission of providing cultural arts related services to the Willits community, and to operate and manage the WCA facility for that purpose. Their mission is to continue providing low-cost public access for arts activities, education, information, resources, and other services provides an invaluable service to the Willits community.

It is recommended that the Willits City Council dissolves the Commission; transfers its assets and operations to the Willits Center for the Arts, LLC, as the successor to the Commission; and leases the Willits Arts Center facility to the Willits Center for the Arts, LLC, as lessee.

Recommended Action: Adopt resolution dissolving the Willits Cultural Arts Commission, transferring the Commission's assets and operations to the Willits Center for the Arts, LLC, and approving execution of lease agreement for the Willits Center for the Arts premises located at 71 East Commercial Street.

Alternative(s): None recommended.

Fiscal Impact: N/A

Personnel Impact: N/A

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

RESOLUTION NO. 2016-_____

RESOLUTION OF THE WILLITS CITY COUNCIL DISSOLVING THE WILLITS CULTURAL ARTS COMMISSION, TRANSFERRING THE COMMISSION'S ASSETS AND OPERATIONS TO THE WILLITS CENTER FOR THE ARTS, LLC, AND APPROVING EXECUTION OF LEASE FOR THE WILLITS CENTER FOR THE ARTS PREMISES AT 71 E COMMERCIAL STREET, WILLITS

WHEREAS, the Willits City Council formed the Willits Cultural Arts Commission ("Commission") in 1978 as an official, sub-agency of the City Council; and

WHEREAS, the Commission has served the Willits community for many years in the fulfillment of its goal and purpose to coordinate artistic and cultural events within the City of Willits and to encourage and develop events for the cultural and artistic enrichment of the community; and

WHEREAS, the Commission officers and members volunteered countless hours of service to renovate the historic Women's Improvement Club building into the Willits Arts Center, a cultural arts center for the community; and

WHEREAS, the Commission is presently inactive, and a new, private, non-profit corporation known as the Willits Center for the Arts, LLC was recently formed and organized and is continuing the operations of the Commission of providing cultural arts related services to the Willits community, and to operate and manage the Willits Arts Center facility for that purpose; and

WHEREAS, the operations of the Willits Center for the Arts, LLC of providing low-cost public access for arts activities, education, information, resources, and other services provides an invaluable service to the Willits community; and

WHEREAS, the Willits City Council finds that it is in the best interest of the residents of the City of Willits to dissolve the Commission; to transfer its assets and operations to the Willits Center for the Arts, LLC as the successor to the Commission; and to lease the Willits Arts Center facility to the Willits Center for the Arts, LLC as lessee in the form attached hereto.

NOW THEREFORE, it is hereby resolved as follows:

1. The Willits Commission for the Arts is hereby dissolved forthwith as a sub-agency of the Willits City Council of the City of Willits; and
2. The Willits City Council approves the terms of the lease of the Willits Arts Center premises in the form attached hereto and approves its execution by Mayor Bruce Burton; and
3. Upon complete execution of the lease for the Willits Arts Center premises and issuance of the policies of insurance as required by the its terms, all furniture, equipment and other assets of the Willits Commission for the Arts, and the operating funds on deposit in its account with Savings Bank of Mendocino County in the sum of \$15,635.68 shall be transferred to the Willits Center for the Arts, LLC for it use in providing cultural arts programs and services to the Willits community.

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 24th day of February, 2016, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

CATHY MOORHEAD
City Clerk

WILLITS CENTER FOR THE ARTS LEASE

THIS LEASE AGREEMENT is made and entered into the ___ of _____, 2016, by and between the City of Willits, a Municipal Corporation of the State of California, ("Landlord"), and Willits Center for the Arts, Inc, a California non-profit corporation ("Tenant").

RECITALS:

WHEREAS, Landlord is the owner of certain real property, facilities and improvements located within the City of Willits described generally as the Willits Center for the Arts building, ("Center" or "Leased Premises"), located at 71 E. Commercial Street, Willits, CA; and

WHEREAS, the Center has historically been operated and managed by the Willits Arts Commission ("Commission"), a sub-agency of the Willits City Council, to provide public cultural arts programs, events and other invaluable cultural services that have benefited the City of Willits, its residents and visitors for many years; and

WHEREAS, concurrent with the execution of this lease the Commission will be dissolved as a sub-agency of the Willits City Council and the operations and management of the Center will be assumed by Tenant who agrees to continue to provide public cultural arts programs, events and services at the Center as further described herein; and

WHEREAS, the parties hereto desire to enter into this written lease agreement providing the terms, covenants and conditions for the use and occupancy of the Center by Tenant;

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

1.

Term of Lease.

The term of the Lease shall be for a period of five (5) years, commencing _____, 2016 and ending _____, 2021 unless terminated earlier pursuant to the terms of this lease. During the final year of the term of this lease, or sooner, the parties shall meet and negotiate in good faith for the possible extension of this lease.

2.

Continued Operation of Center for Cultural Arts Purposes.

Tenant covenants and agrees to continue the management and operation of the Center to provide cultural arts related programs, events and services in a manner that, at a minimum, is similar in scope and description of the programs, events and services that

have historically been provided at the Center by the Commission. Landlord and the residents of the City of Willits enjoy a substantial benefit from the cultural arts programs provided at the Center, and Tenant's continued operation and management of the Center to provide such services to the public is a material term and condition of this lease.

3.

Sales of Alcohol.

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

4.

Acceptance of Leased Premises.

Tenant has inspected the Leased Premises and accepts the same in "as is" condition except as to certain repairs and improvements not yet performed that Landlord has agreed to perform, or to contribute toward the payment of, including repair to stucco, painting of exterior and replacement of the porch overhang.

5.

Subordinate to Mortgage.

This Lease shall be and is hereby made subordinate to any mortgages or other security instruments that may now or hereafter encumber the Leased Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination need be required by any mortgagee or security holder. Tenant shall, at Landlord's request, promptly execute any appropriate estoppel certificate, subordination agreement or instrument that Landlord may reasonably request in this regard.

6.

Taxes and Assessments.

Tenant shall pay any use and possession related taxes and assessments, if any, payable in respect to its occupation and use of the Leased Premises or any part thereof during the term of this Lease. Tenant shall be liable for taxes levied against its personal property, trade fixtures and other property placed by Tenant in, on or about the Leased Premises.

7.

Utilities.

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

8.

Repair and Maintenance; Inspection of Premises

Tenant acknowledges that the Leased Premises are in good repair and working order. Tenant shall maintain the Leased Premises including the grounds, restroom facilities walkways and parking areas in good order and repair and in a safe condition and appropriate for use as a public event facility. Landlord shall maintain as necessary the roof, plumbing and electrical systems and the major structural components of the premises (“Major Systems”).

On at least an annual basis, and at such other times as requested by Landlord or Tenant, Tenant shall permit Landlord to inspect the Leased Premises upon reasonable notice. Except for the Major Systems of the premises, If the Landlord determines that any portion of the Leased Premises is in a dangerous or unsafe condition, and/or that it is not being properly maintained by Tenant as agreed herein, or is in need of repair, Landlord shall give written notice to Tenant of that determination and demand that Tenant perform the described corrective action, repairs and/or maintenance within a reasonable period of time not to exceed sixty (60) days. Tenant’s failure to correct, repair or maintain the premises as demanded to Landlord’s reasonable satisfaction will be deemed a default pursuant to Section 16, below.

Further, (and in addition to any other legal remedy available to Landlord), if Landlord determines that the Leased Premises is in an unsafe or dangerous condition, use of the facility for public events may be suspended by Landlord pending Tenant’s completion of the repairs or corrective action required by Landlord.

9.

Alterations.

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

10.

Insurance.

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

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

additional insured and shall cover all risks incident to Tenant's use of the Leased Premises and business in connection therewith.

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

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

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

11.

Assignment, Sublease and Mortgage by Tenant, and Use of the Center by others. Tenant shall not assign or create a security interest in, pledge or encumber this Lease or the Leased Premises, in whole or in part, or sublet the whole or permit the use of the whole or any part thereof by any sub-tenant, licensee or concessionaire, unless Tenant first obtains Landlord's written consent, which consent will not be unreasonably withheld. The parties agree that Landlord may reasonably withhold consent for any proposed sublet or assignment or use of the premises that in Landlord's determination is not in furtherance of the stated purposes of this lease to promote cultural arts related programs and services to the public. Notwithstanding the foregoing, the parties agree that Tenant shall have the discretion, without Landlord's prior approval, to rent or otherwise make the Center, or portions thereof, accessible to the public, on a short-term basis, for cultural arts related community events and functions not exceeding thirty (30) days.

In the event of any such assignment, subletting, licensing, rental or use of the premises by others, Tenant shall remain liable for the performance of all the terms, conditions and

covenants of this Lease (including, without limitation, the covenant to insure and maintain the Lease Premises).

12.

Rent.

In consideration of Tenant's covenants and agreements set forth herein, including its commitment to continue to provide the public with cultural arts related events, programs and services at the Center, its management, maintenance, and operation of the Center, and its obligation to secure and maintain policies of liability insurance as provided herein, Tenant shall pay Landlord during the term of this lease nominal rent in the annual sum of one dollar (\$1.00) payable on the commencement of each year of the term of this lease.

13.

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

14.

Miscellaneous Provisions regarding use of the Leased Premises.

Tenant Shall:

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

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

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

(d) Do all things reasonably possible to prevent filing of any mechanics' or other liens against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or claimed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant. If any such lien shall be filed against the Leased Premises, Tenant shall either cause the same to be discharged of record within twenty (20) days after the date of the filing of same, or if the Tenant, in Tenant's discretion and in good faith, determines the lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure against Tenant's or Landlord's interest in the Leased Premises;

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

15.

Damage or Destruction to Leased Premises.

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

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

16.

Default by Tenant.

Tenant agrees to observe and perform the conditions and covenants set forth in this Lease. If Tenant shall fail to observe or perform any of the conditions or covenants and such default shall continue for more than thirty (30) days after written notice of such default, then and in that event, and as often as the same may happen, it shall be lawful for Landlord, at its election, with or without previous notice, to terminate this Lease or to re-enter and repossess itself of the Leased Premises without termination, with or without legal proceeding, using such force as may be necessary, and to remove therefrom any personal property belonging to Tenant without prejudice to any claim for rent or for breach of the covenants hereof, or without being guilty of any manner of trespass or forcible entry and detainer. The foregoing described rights shall be nonexclusive and shall be in addition to any and all of the rights and remedies Landlord may have pursuant to governing law.

17.

Abandonment of Leased Premises.

If Tenant shall abandon or vacate the Leased Premises before the end of the term of this Lease the Landlord may, at its option and without notice to Tenant, enter the Leased Premises, terminate the lease and re-let the same, or any part thereof, as it may see fit.

18.

Indemnification.

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

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

19.

Attorney's Fees.

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

20.

Fixtures.

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

21.

Landlord's Access.

Landlord and its agents, employees or other representatives may enter the Leased Premises at any reasonable time after reasonable notice for the purpose of (a) inspecting the Leased Premises to ascertain Tenant's compliance with the terms and conditions of this Lease, (b) in order to make repairs, additions or alterations as the Landlord deems necessary, (c) to post notices of non-responsibility under mechanics' lien law, (d) to exhibit the Leased Premises for sale, lease or mortgage financing, or (e) for any other reasonable purposes.

22.

Notices.

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

Tenant:
Willits Center for the Arts, Inc.
Attn: Sandy Strong
PO Box 503
Willits, CA 95490

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

23.

Amendment or Modification.

Tenant acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty, except such as are expressly stated herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in

writing and executed by the parties hereto in the same manner as the execution of this Lease.

24.

No Partnership.

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

25.

Miscellaneous.

Time is of the essence.

No waiver of any breach of one or more of the conditions or covenants in this Lease by Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

This Lease and its provisions shall be construed and enforced in accordance with and pursuant to California law.

The headings used in this Lease are for convenience only and are not be used in its construction.

Whenever used, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders.

This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original.

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

LANDLORD

City of Willits, a Municipal Corporation

By: Bruce Burton, Mayor

ATTEST:

By: Cathy Moorhead/, City Clerk

TENANT:

Willits Center for the Arts, Inc, a California Non-profit Corporation

By: June Ruckman,, President

ATTEST:

By: Sandy Strong,, Secretary

APPROVED AS TO FORM:

H. James Lance
Willits City Attorney

Dated: _____

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
27998	02/08/16	D'ORAZIO/RENAULD	4928 PER DIEM 2/9-10/2016	80.00	525690	160207		P N H 100.1020.2106.000
27999	02/12/16	MENDO-LAKE CREDIT UN	104 DIRECT DEPOSIT	350.00	525691	160212		P N H 690.237
28000	02/12/16	AFLAC	4036 125 PLAN POLICY PRE	1,190.76	525692	903508		P N H 690.246
28001	02/12/16	MASSMUTUAL RETIREMEN	4870 DEFERRED COMPENSATI	1,095.00	525693	160212		P N H 690.236
28002	02/12/16	PERS	256 EMPLOYER CONTRIBUT	10,138.00	525694	160212		P N H 690.229
28002	02/12/16	PERS	256 EMPLOYEE CONTRIBUTI	7,454.45	525694	160212		P N H 690.230
				17,592.45	*CHECK TOTAL			
28003	02/12/16	ALPHA ANALYTICAL LAB	7 WATER/SEWER TEST	9,853.00	525688	160212		P N H 501.5013.2061.015
28003	02/12/16	ALPHA ANALYTICAL LAB	7 WATER/SEWER TESTS	9,853.00CR	525689	160212		P N H 501.5013.2061.015
				0.00	*CHECK TOTAL			
GENERAL CHECK FORM			TOTAL	20,308.21				

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT
GENERAL CHECK FORM									
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	163.00	525512	6011157		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	160.00	525513	6011222		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	55.00	525514	6011224		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	111.00	525515	6011435		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	165.00	525516	6011441		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	160.00	525517	6011513		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	1,425.00	525518	6011706		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	111.00	525519	6012536		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	110.00	525520	6012716		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	1,290.00	525521	6012800		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	54.00	525522	6012933		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	165.00	525523	6013042		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	111.00	525524	6013275		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	55.00	525525	6013702		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	180.00	525526	6013703		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 WATER TEST	610.00	525527	6013704		P N W	503.5033.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	105.00	525528	6011093		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	268.50	525529	6011146		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	85.00	525530	6011288		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	292.50	525531	6011358		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	365.00	525532	6011420		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	590.00	525533	6011421		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	110.00	525534	6011498		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	90.00	525535	6011499		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	105.00	525536	6011532		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	90.00	525537	6011659		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	110.00	525538	6011660		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	105.00	525539	6011964		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	90.00	525540	6011965		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	110.00	525541	6011966		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	90.00	525542	6012495		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER FUND	110.00	525543	6012496		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	480.00	525544	6012905		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	365.00	525545	6012906		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	235.00	525547	6012907		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	85.00	525548	6013081		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	269.50	525549	6013196		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	110.00	525550	6013221		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	90.00	525551	6013222		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	90.00	525552	6013656		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	110.00	525553	6013657		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	85.00	525554	6013658		P N W	501.5013.2061.015
28004	02/12/16	ALPHA ANALYTICAL LAB	7 SEWER TEST	292.50	525555	6013808		P N W	501.5013.2061.015
				9,853.00	*CHECK TOTAL				
28005	02/12/16	ANDERSON/JON	4526 PER DIEM 02/08/2016	20.00	525634	20160208		P N W	100.1020.2106.000
28006	02/12/16	AT&T	4123 POLICE	732.75	525675	7635931		P N W	100.1020.2015.000
28006	02/12/16	AT&T	4123 PUBLIC WORKS	95.72	525675	7635931		P N W	100.1040.2015.000
28006	02/12/16	AT&T	4123 ENGINEERING	95.72	525675	7635931		P N W	100.1042.2015.000

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT
GENERAL CHECK FORM									
28006	02/12/16	AT&T	4123 POOL	16.82	525675	7635931		P N W	100.1030.2015.000
28006	02/12/16	AT&T	4123 SEWER PLANT	111.24	525675	7635931		P N W	501.5013.2015.000
28006	02/12/16	AT&T	4123 WATER PLANT	70.05	525675	7635931		P N W	503.5030.2015.000
28006	02/12/16	AT&T	4123 AIRPORT	37.40	525675	7635931		P N W	500.5001.2110.000
28006	02/12/16	AT&T	4123 WCAC	35.15	525675	7635931		P N W	600.601
28006	02/12/16	AT&T	4123 4601-2-3 40%	401.37	525675	7635931		P N W	100.1002.2015.000
28006	02/12/16	AT&T	4123 24%	240.84	525675	7635931		P N W	265.2650.2015.000
28006	02/12/16	AT&T	4123 12%	120.42	525675	7635931		P N W	265.2650.2015.000
28006	02/12/16	AT&T	4123 12%	120.42	525675	7635931		P N W	100.1015.2015.000
28006	02/12/16	AT&T	4123 12%	120.42	525675	7635931		P N W	100.1010.2015.000
28006	02/12/16	AT&T	4123 PLANNING 9341 2/3	25.07	525675	7635931		P N W	265.2650.2015.000
28006	02/12/16	AT&T	4123 1/3	12.54	525675	7635931		P N W	100.1010.2015.000
28006	02/12/16	AT&T	4123 DISPATCH PHONE	20.97	525687	7636312		P N W	100.1020.2015.000
				2,256.90	*CHECK TOTAL				
28007	02/12/16	AUTO MART AUTO REPAI	4791 1995 GMC SIERRA REPAI	137.84	525656	19856		P M W	100.1041.2044.000
28007	02/12/16	AUTO MART AUTO REPAI	4791 VEHICLE MAINT	800.68	525681	19735		P M W	501.5011.2041.000
				938.52	*CHECK TOTAL				
28008	02/12/16	BARCO PRODUCTS COMPA	4332 PET LITTER BAGS	259.12	525557	011600079		P M W	100.1050.2045.000
28009	02/12/16	BARTKIEWICZ,KRONICK	4073 LEGAL SERVICES	561.80	525635	JAN2016		P N W	503.5030.2061.010
28010	02/12/16	BOWERS/JOSH	4239 WEBSITE MTNCE	416.00	525636	148		P M W	100.1002.2081.030
28011	02/12/16	BROOKTRAILS TOWNSHIP	491 AP WATER & SEWER	119.33	525558	CIT0001		P N W	500.5001.2111.000
28012	02/12/16	CALIFORNIA ASSOCIATI	4543 MEMBERSHIP	85.00	525559	300001472		P N W	100.1011.2050.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	254.48	525574	160201		P N W	100.1001.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATI	1,033.81	525574	160201		P N W	100.1002.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATI	1,883.53	525574	160201		P N W	100.1003.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	40.90	525574	160201		P N W	100.1001.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	465.78	525574	160201		P N W	100.1010.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	547.58	525574	160201		P N W	100.1011.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	365.81	525574	160201		P N W	100.1015.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	611.19	525574	160201		P N W	100.1016.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATI	6,430.07	525574	160201		P N W	100.1020.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATI	2,247.11	525574	160201		P N W	100.1021.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGAT	13,377.40	525574	160201		P N W	100.1022.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	761.15	525574	160201		P N W	100.1023.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	722.53	525574	160201		P N W	100.1041.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	52.26	525574	160201		P N W	100.1042.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	72.71	525574	160201		P N W	100.1050.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	11.36	525574	160201		P N W	200.2003.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	461.24	525574	160201		P N W	201.2010.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATI	1,449.60	525574	160201		P N W	201.2011.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	288.56	525574	160201		P N W	201.2012.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	399.89	525574	160201		P N W	202.2020.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	93.16	525574	160201		P N W	213.2133.1014.000

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	679.36	525574	160201		P N W 501.5010.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATI	1,933.56	525574	160201		P N W 501.5011.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATI	2,671.99	525574	160201		P N W 501.5013.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	52.26	525574	160201		P N W 501.5014.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	193.13	525574	160201		P N W 501.5015.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	924.74	525574	160201		P N W 503.5030.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATI	1,286.01	525574	160201		P N W 503.5031.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATI	1,829.04	525574	160201		P N W 503.5033.1014.000
28013	02/12/16	CALPERS	4985 RETIREMENT OBLIGATION	440.79	525574	160201		P N W 503.5034.1014.000
				41,581.00	*CHECK TOTAL			
28014	02/12/16	CANON FINANCIAL SERV	4784 COPIER USAGE	158.06	525677	15790961		P N W 100.1042.2095.000
28014	02/12/16	CANON FINANCIAL SERV	4784 COPIER USAGE	158.06	525677	15790961		P N W 100.1040.2095.000
				316.12	*CHECK TOTAL			
28015	02/12/16	CANON SOLUTIONS AMER	4988 COPIER	47.15	525661	4018235040		P N W 503.5033.2055.000
28016	02/12/16	CB&I ENVIRONMENTAL	4257 GROUND WATER MONITO	2,823.25	525659	887629-R8-0501		P N W 213.2133.2081.030
28017	02/12/16	CERATTO/MICHAEL	4787 CLEANING SERVICES	175.00	525560	932636		P M W 600.601
28018	02/12/16	COMCAST	4575 CITY HALL INTERNET	131.06	525676	160204		P N W 100.1003.2041.000
28019	02/12/16	COMPUTER WORKS OF UK	4230 IT SERVICES	135.52	525561	3741		P M W 100.1003.2041.000
28019	02/12/16	COMPUTER WORKS OF UK	4230 IT SERVICES	51.15	525561	3741		P M W 100.1010.2055.000
28019	02/12/16	COMPUTER WORKS OF UK	4230 IT SERVICES	296.40	525561	3741		P M W 100.1040.2081.030
				483.07	*CHECK TOTAL			
28020	02/12/16	CONTROL SYSTEMS WEST	5016 SCADA SUPPORT	815.00	525562	4227-8176		P N W 501.5013.4003.001
28020	02/12/16	CONTROL SYSTEMS WEST	5016 SCADA PROGRAMMING	3,341.50	525563	4219-8176		P N W 501.5013.4003.001
				4,156.50	*CHECK TOTAL			
28021	02/12/16	COUNTY OF MENDOCINO	33 JC ELECTRIC	951.81	525665	2015-12		P N W 100.1020.2110.000
28021	02/12/16	COUNTY OF MENDOCINO	33 JC ELECTRIC	951.81CR	525666	2015-12		P N W 100.1020.2110.000
28021	02/12/16	COUNTY OF MENDOCINO	33 JC ELECTRIC SERVICE	791.95	525667	2015-12		P N W 100.1020.2110.000
28021	02/12/16	COUNTY OF MENDOCINO	33 JC WATER SERVICE	81.36	525667	2015-12		P N W 100.1020.2110.000
28021	02/12/16	COUNTY OF MENDOCINO	33 JC GARBAGE SERVICE	78.50	525667	2015-12		P N W 100.1020.2110.000
				951.81	*CHECK TOTAL			
28022	02/12/16	COUNTY OF MENDOCINO	5004 MO SRVC AGREEMENT	1,072.88	525668	20161-6		P N W 100.1003.2081.030
28023	02/12/16	CUES	4788 SOFTWARE	1,800.00	525564	449820		P N W 501.5011.2061.012
28024	02/12/16	CURRY'S DISCOUNT INC	4198 TONER	220.51	525565	597986		P N W 100.1002.2055.000
28024	02/12/16	CURRY'S DISCOUNT INC	4198 OFFICE SUPPLIES	63.15	525566	598167		P N W 100.1011.2055.000
28024	02/12/16	CURRY'S DISCOUNT INC	4198 OFFICE SUPPLIES	16.25	525567	598179		P N W 100.1002.2055.000
28024	02/12/16	CURRY'S DISCOUNT INC	4198 OFFICE SUPPLIES	116.76	525568	598574		P N W 100.1002.2055.000
28024	02/12/16	CURRY'S DISCOUNT INC	4198 OFFICE SUPPLIES	49.10	525569	598838		P N W 100.1002.2055.000

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
28024	02/12/16	CURRY'S DISCOUNT INC	4198 OFFICE SUPPLIES	153.06	525570	599097		P N W 100.1002.2055.000
28024	02/12/16	CURRY'S DISCOUNT INC	4198 OFFICE SUPPLIES	25.46	525571	599244		P N W 100.1010.2055.000
28024	02/12/16	CURRY'S DISCOUNT INC	4198 OFFICE EQUIPMENT	95.37	525572	598256		P N W 501.5011.2041.000
28024	02/12/16	CURRY'S DISCOUNT INC	4198 OFFICE SUPPLIES	1,328.61	525573	598881		P N W 100.1020.2055.000
				2,068.27	*CHECK TOTAL			
28025	02/12/16	DEEP VALLEY SECURITY	40 PD ALARM SYSTEM FEB 2	120.00	525575	289875		P N W 100.1020.2081.030
28025	02/12/16	DEEP VALLEY SECURITY	40 PW ALARM SYS FEB 2016	43.95	525576	290338		P N W 100.1040.2081.030
28025	02/12/16	DEEP VALLEY SECURITY	40 PW ALARM SYS FEB 2016	43.95	525576	290338		P N W 100.1042.2081.030
				207.90	*CHECK TOTAL			
28026	02/12/16	EBA ENGINEERING INC	3985 GROUNDWATER MONITOR	1,687.75	525664	28627		P N W 201.2011.2081.030
28027	02/12/16	EEL RIVER FUELS	28 REG UNLEADED	588.04	525649	467454		P N W 100.125
28027	02/12/16	EEL RIVER FUELS	28 CLR DSL	245.49	525650	467139		P N W 100.126
28027	02/12/16	EEL RIVER FUELS	28 REG UNLEADED	763.37	525651	467140		P N W 100.125
				1,596.90	*CHECK TOTAL			
28028	02/12/16	FLOWERS BY ANNETTE	53 ARRANGEMENT - BG	28.11	525577	030909/1		P M W 100.1005.2199.000
28029	02/12/16	GOLDEN STATE OVERNIG	4728 EVIDENCE SHIPPING	6.89	525683	2998431		P N W 100.1022.2101.031
28030	02/12/16	GREEN TECHNOLOGY	5021 ENERGY CODE TRAINING	265.00	525678	233620		P N W 100.1015.2105.000
28031	02/12/16	GROUNDWATER & ENVIRO	4939 SITE ASSESS/MONITORIN	552.00	525578	749209		P N W 201.2011.2081.030
28032	02/12/16	HARRIS/KAREN	4674 ADV DISABILITY PENS	2,926.80	525632	20160212 KH		P N W 100.1022.1014.000
28033	02/12/16	HERMAN/SCOTT	4735 LUNCH MEETING	40.09	525579	02022016		P N W 503.5033.2105.000
28034	02/12/16	HERTZ EQUIPMENT RENT	3979 STUMP GRINDER RENTAL	185.49	525679	28461995-001		P N W 100.1041.2041.000
28035	02/12/16	HOUSE DOCTOR PAINT S	281 BLDG REPAIRS	335.32	525580	8714		P N W 100.1016.2045.000
28036	02/12/16	JD REDHOUSE	4223 K-9 SUPPLIES	366.49	525684	160131		P N W 661.6610.2199.000
28037	02/12/16	JDS	4324 PARKING CITATION ADMI	100.00	525682	5804		P N W 100.1020.2081.030
28038	02/12/16	KILLION/FRED	4607 CITY HALL JANITORIAL	800.00	525637	20160201		P M W 100.1016.2061.020
28039	02/12/16	LANCE/JAMES H.	4054 LEGAL SERVICES	3,225.00	525581	3147		P M W 100.1004.2081.030
28040	02/12/16	LEHR AUTO	4819 WINDOW GUARDS	186.25	525671	01 119520		P N W 651.6510.2199.000
28041	02/12/16	LES SCHWAB TIRES INC	4015 EQUIP MTNCE	5,442.53	525582	63700115683	003755	P N W 501.5013.2041.000
28041	02/12/16	LES SCHWAB TIRES INC	4015 EQUIP MTNCE	472.13	525583	63700115925		P N W 100.1042.2044.000
				5,914.66	*CHECK TOTAL			

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
28042	02/12/16	LEXIPOL LLC	4995 LE IMPLEMENTATION SVC	475.50	525685	15838		P N W 651.6510.2199.000
28043	02/12/16	LITTLE LAKE AUTO PAR	46 UNIT 239 & 240	296.26	525584	334943		P N W 100.1022.2044.000
28043	02/12/16	LITTLE LAKE AUTO PAR	46 DRILL BIT	31.92	525585	335398		P N W 501.5011.2041.000
28043	02/12/16	LITTLE LAKE AUTO PAR	46 GEAR OIL	47.49	525586	335556		P N W 501.5013.2041.000
28043	02/12/16	LITTLE LAKE AUTO PAR	46 MTNCE SUPPLIES	26.19	525587	336344		P N W 100.1041.2044.000
28043	02/12/16	LITTLE LAKE AUTO PAR	46 MTNCE SUPPLIES	108.91	525588	337794		P N W 100.1041.2044.000
28043	02/12/16	LITTLE LAKE AUTO PAR	46 SUPPLIES	21.59	525589	337830		P N W 100.1041.2041.000
28043	02/12/16	LITTLE LAKE AUTO PAR	46 EQUIP MTNCE	27.54	525590	339387		P N W 501.5013.2041.000
28043	02/12/16	LITTLE LAKE AUTO PAR	46 UNIT #169	43.23	525591	339411		P N W 100.1041.2044.000
28043	02/12/16	LITTLE LAKE AUTO PAR	46 SWEEPER MTNCE	21.60	525592	339438		P N W 100.1041.2044.000
28043	02/12/16	LITTLE LAKE AUTO PAR	46 SEWER PLANT SUPPLIES	121.92	525593	339674		P N W 501.5013.2041.000
				746.65	*CHECK TOTAL			
28044	02/12/16	MCC CONTROL SYSTEMS	4682 ON-SITE TRAINING	1,400.00	525594	2001932		P N W 503.5031.4003.038
28045	02/12/16	MCNELLEY/MARK	4579 PER DIEM 02252016	20.00	525638	20160208		P N W 100.1020.2106.000
28046	02/12/16	MEAD & HUNT INC	4031 WILLITS AP PAVEMENT	3,432.10	525658	258262		P N W 500.5001.2081.030
28047	02/12/16	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	30.38	525669	20160131		P N W 100.1016.2025.000
28047	02/12/16	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	392.56	525669	20160131		P N W 100.1016.2045.000
28047	02/12/16	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	61.10	525669	20160131		P N W 100.1040.2015.000
28047	02/12/16	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	63.08	525669	20160131		P N W 100.1041.2041.000
28047	02/12/16	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	9.32	525669	20160131		P N W 100.1041.2044.000
28047	02/12/16	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	75.95	525669	20160131		P N W 100.1050.2041.000
28047	02/12/16	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	53.33	525669	20160131		P N W 100.1050.2045.000
28047	02/12/16	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	12.43	525669	20160131		P N W 201.2012.2041.000
28047	02/12/16	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	163.81	525669	20160131		P N W 501.5011.2041.000
28047	02/12/16	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	495.50	525669	20160131		P N W 501.5013.2041.000
28047	02/12/16	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	32.84	525669	20160131		P N W 503.5031.2041.000
28047	02/12/16	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	7.49	525669	20160131		P N W 503.5033.2041.000
				1,397.79	*CHECK TOTAL			
28048	02/12/16	MENDOCINO PAVING INC	103 DELIVERY CHARGE	332.50	525644	6373		P N W 202.2020.2101.035
28049	02/12/16	MOTION INDUSTRIES IN	705 SUBPLATE	123.80	525595	CA23-496359		P N W 501.5011.2041.000
28050	02/12/16	MUNICIPAL MAINTENANC	4305 EQUIP MTNCE	955.38	525596	0107357		P N W 501.5011.2041.000
28050	02/12/16	MUNICIPAL MAINTENANC	4305 HOSE END WELDMENT	85.62	525660	107477		P N W 501.5011.2041.000
				1,041.00	*CHECK TOTAL			
28051	02/12/16	NCBPA	5020 BACKFLOW PREV ASMB TE	100.00	525652	20160204SP		P N W 503.5030.2001.002
28052	02/12/16	NOR-CAL RECYCLED ROC	4067 SLURRY	1,017.24	525598	11081		P N W 501.5011.2101.035
28052	02/12/16	NOR-CAL RECYCLED ROC	4067 CONCRETE	544.66	525657	11141		P N W 100.1041.2041.000
				1,561.90	*CHECK TOTAL			

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
28053	02/12/16	NTU TECHNOLOGIES	211 TOOLS & EQUIPMENT	6,670.00	525597	9301		P N W 501.5013.2101.034
28054	02/12/16	P G & E COMPANY	114 CITY HALL	1,893.24	525672	160204		P N W 100.1016.2110.000
28054	02/12/16	P G & E COMPANY	114 PD RADIO	10.84	525672	160204		P N W 100.1020.2110.000
28054	02/12/16	P G & E COMPANY	114 PUBLIC WORKS	843.16	525672	160204		P N W 100.1040.2110.000
28054	02/12/16	P G & E COMPANY	114 ENGINEERING	125.03	525672	160204		P N W 100.1042.2110.000
28054	02/12/16	P G & E COMPANY	114 PARKS	1,460.90	525672	160204		P N W 100.1050.2110.000
28054	02/12/16	P G & E COMPANY	114 STREET LIGHTS	5,771.05	525672	160204		P N W 201.2010.2110.000
28054	02/12/16	P G & E COMPANY	114 AIRPORT	831.42	525672	160204		P N W 500.5001.2110.000
28054	02/12/16	P G & E COMPANY	114 SEWER PLANT COLLECTION	65.90	525672	160204		P N W 501.5011.2110.000
28054	02/12/16	P G & E COMPANY	114 SEWER	14,974.10	525672	160204		P N W 501.5013.2110.000
28054	02/12/16	P G & E COMPANY	114 WATER	2,001.72	525672	160204		P N W 503.5033.2110.000
				27,977.36	*CHECK TOTAL			
28055	02/12/16	PACE SUPPLY CORP	12 GASKET	13.17	525599	023142181		P N W 501.5013.2041.000
28055	02/12/16	PACE SUPPLY CORP	12 REPAIRS & MTNCE	85.15	525600	023139372		P N W 501.5011.2041.000
				98.32	*CHECK TOTAL			
28056	02/12/16	PACIFIC INTERNET INC	1442 EMAIL PROVIDER	112.50	525639	MAR 2016		P N W 100.1003.2041.000
28057	02/12/16	PACIFIC TELEMANAGEMENT	4767 AP PAY PHONE	50.00	525601	813681		P M W 500.5001.2110.000
28058	02/12/16	PERPETUAL ENERGY SYS	4254 WATER PLANT SOLAR	3,751.90	525602	1601		P N W 503.5033.2110.000
28059	02/12/16	PETERSON	208 LOADER MTNCE	540.59	525603	SW060021133		P M W 501.5013.2041.000
28059	02/12/16	PETERSON	208 OIL/FILTER MODEL 304E	362.44	525604	SW060021132		P M W 100.1041.2044.000
				903.03	*CHECK TOTAL			
28060	02/12/16	PETTY CASH	123 DIST WTR EQUIP CALIB	25.21	525674	160210		P N W 503.5031.2041.000
28060	02/12/16	PETTY CASH	123 BUBBLE MAILERS	2.98	525674	160210		P N W 503.5033.2055.000
28060	02/12/16	PETTY CASH	123 BOX 5.0 CUBIC FOOT (1)	3.00	525674	160210		P N W 501.5011.2041.000
28060	02/12/16	PETTY CASH	123 XMAS PARTY SUPPLIES	43.03	525674	160210		P N W 100.1002.2055.000
				74.22	*CHECK TOTAL			
28061	02/12/16	PITNEY BOWES	4507 POSTAGE	350.00	525645	20415030		P N W 100.1020.2055.000
28061	02/12/16	PITNEY BOWES	4507 TRANSACATION FEE	20.99	525645	20415030		P N W 100.1020.2055.000
28061	02/12/16	PITNEY BOWES	4507 REFUND	49.84CR	525646	20415030		P N W 100.1002.2055.000
				321.15	*CHECK TOTAL			
28062	02/12/16	PLATT	4506 MTNCE & REPAIRS	56.20	525605	483895		P N W 501.5013.2041.000
28063	02/12/16	PROFLAME	96 PROPANE	28.42	525670	78147636		P N W 100.1041.2041.000
28064	02/12/16	R E M I F	135 EAP INS PREMIUM	133.28	525608	20160301		P N W 690.231
28064	02/12/16	R E M I F	135 LIFE INS PREMIUM	520.95	525608	20160301		P N W 690.231
28064	02/12/16	R E M I F	135 CA SELF-INS PLAN AS	6,823.80	525633	14/15 WC		P N W 100.1002.2032.000
				7,478.03	*CHECK TOTAL			

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
28065	02/12/16	R J RICCIARDI INC	4153 AUDIT/REPORTING SE	17,610.00	525609	9489		P N W 100.1003.2081.030
28066	02/12/16	RAMSEY/DAN	4773 AP MGMT SRVCS 01/20	1,833.00	525607	20160131		P M W 500.5001.2081.030
28067	02/12/16	SCOTT'S TANKS	4275 EQUIP MTNCE & SUPPLIE	146.40	525610	34003		P M W 501.5011.2041.000
28068	02/12/16	SIERRA CHEMICAL CO.	4330 CONTAINER RETURN	900.00CR	525611	SLC10009176		P N W 503.5033.2101.034
28068	02/12/16	SIERRA CHEMICAL CO.	4330 CHEMICALS	1,831.02	525612	SLS10029782		P N W 503.5033.2101.034
28068	02/12/16	SIERRA CHEMICAL CO.	4330 CONTAINER RETURN	900.00CR	525613	SLC10009826		P N W 503.5033.2101.034
				31.02	*CHECK TOTAL			
28069	02/12/16	SILVA SEPTIC INC	4577 PORTABLE RESTROOM REN	173.00	525614	62313		P N W 501.5013.2081.030
28070	02/12/16	SKY VALLEY ENGINEERI	5019 ENGINEER & PROGRAM	1,250.00	525648	595	003747	P N W 503.5033.2081.030
28071	02/12/16	SOLID WASTE OF WILLI	330 DISPOSAL FEES	138.42	525615	15112		P M W 100.1041.2101.045
28071	02/12/16	SOLID WASTE OF WILLI	330 DISPOSAL FEE	4.00	525616	334207		P M W 100.1050.2112.000
28071	02/12/16	SOLID WASTE OF WILLI	330 DISPOSAL FEES	10.00	525617	334071		P M W 501.5013.2041.000
28071	02/12/16	SOLID WASTE OF WILLI	330 DISPOSAL FEE	6.03	525618	334580		P M W 100.1016.2101.045
28071	02/12/16	SOLID WASTE OF WILLI	330 BIN SERVICE	216.02	525619	20160127		P M W 501.5013.2199.000
				374.47	*CHECK TOTAL			
28072	02/12/16	STATE WATER RES CONT	468 WTP GRADE T4 RE-EXAM	95.00	525620	20160202-SH		P N W 503.5030.2001.002
28072	02/12/16	STATE WATER RES CONT	468 WTP GRADE T3 EXAM	100.00	525621	20151219SM		P N W 501.5013.2001.002
28072	02/12/16	STATE WATER RES CONT	468 WTP OP T2 CERT RENEWAL	60.00	525622	20160202 SM		P N W 501.5013.2001.002
				255.00	*CHECK TOTAL			
28073	02/12/16	TWO BROTHERS	4737 ANNUAL WTR TANK SER	1,200.00	525680	533	003753	P M W 503.5031.2061.020
28074	02/12/16	UNIVAR USA INC	655 WATER PLANT CHEMICA	8,527.10	525623	SJ726872		P N W 503.5033.2101.034
28075	02/12/16	UTILITY SUPPLY OF AM	3997 CHEMICAL & LAB SUPPLI	539.38	525624	848931		P N W 503.5033.2101.034
28075	02/12/16	UTILITY SUPPLY OF AM	3997 SAFETY SUPPLIES	268.27	525625	852171		P N W 501.5011.2101.033
28075	02/12/16	UTILITY SUPPLY OF AM	3997 3M GAL WT LINING SP	1,833.18	525626	858850		P N W 503.5031.4003.002
28075	02/12/16	UTILITY SUPPLY OF AM	3997 WATER CHEMICALS	512.02CR	525653	864315		P N W 503.5031.2041.000
28075	02/12/16	UTILITY SUPPLY OF AM	3997 TREATMENT CHEMICALS	212.11	525654	864927		P N W 503.5033.2101.034
28075	02/12/16	UTILITY SUPPLY OF AM	3997 TREATMENT CHEMICALS	5,790.34	525655	864917		P N W 503.5033.2101.034
				8,131.26	*CHECK TOTAL			
28076	02/12/16	VILLEGAS/LILIA	.09552 REFUND CLEANING DEPOS	300.00	525647	20160130		P N W 100.1016.7250.000
28077	02/12/16	WARD TECHNICAL PRODU	5017 DIGISTAL CYLINDER S	2,370.86	525643	4348		P N W 503.5033.2041.000
28078	02/12/16	WESTAMERICA BANK	4161 PRINCIPAL	4,191.38	525628	526-01054		P N W 501.5011.3001.000
28078	02/12/16	WESTAMERICA BANK	4161 INTEREST	119.41	525628	526-01054		P N W 501.5011.3002.000
				4,310.79	*CHECK TOTAL			
28079	02/12/16	WILLITS KIDS CLUB	3981 PAYROLL DEDUCTION	20.00	525673	160212		P N W 690.248

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
		GENERAL CHECK FORM						
28080	02/12/16	WILLITS NEWS	179 WATER OP RECRUITMENT	99.92	525640	0005653521		P N W 100.1005.2091.000
28081	02/12/16	WILLITS ONLINE LLC	4108 WCAC INTERNET	52.03	525629	412763		P N W 600.601
28082	02/12/16	WILLITS POWER	1245 BLDG REPAIRS & MTNCE	26.24	525630	351141		P M W 100.1016.2045.000
28082	02/12/16	WILLITS POWER	1245 SUPPLIES	13.60	525631	349541		P M W 503.5033.2045.000
				39.84	*CHECK TOTAL			
28083	02/12/16	WILLITS RENTAL CENTE	4100 VEHICLE MAINT UNIT 224	97.50	525686	504		P N W 100.1022.2044.000
28084	02/12/16	WINE COUNTRY BALANCE	249 CALIBRATION	500.00	525663	6662		P M W 501.5013.2061.020
28085	02/12/16	WIPF/ERNEST	1032 OREILLY AUTO	29,336.28	525642	37885		P M W 100.1015.2081.030
28086	02/12/16	XEROX BUSINESS SERVI	4947 MONTHLY NEW VISION	3,748.69	525641	1234458		P N W 100.1003.2041.000
		GENERAL CHECK FORM		TOTAL	227,099.96			

WILLITS BYPASS PROJECT CONSTRUCTION UPDATE FEBRUARY 2016 UPDATE

The following is a summary of the construction activities that have been completed up to February 19, 2016

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

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

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

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

- The Floodway Viaduct is complete except for final concrete finishing, deck grinding, grooving and joint seal assemblies and installation of the bicycle railing. Grind and groove operations are currently under way.
- The Concrete finish work will be performed in the summer of 2016.

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

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

WETLAND/RIPARIAN MITIGATION PROJECTS

CONSTRUCTION UPDATE

FEBRUARY 2016 UPDATE

The following is a summary of the construction activities that have been completed up to February 19, 2016

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

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

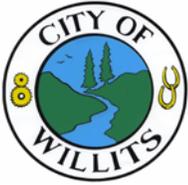
Mitigation Contract No. 1. This Contract was awarded on April 15, 2015. The first working day was on September 9, 2015. This project includes 3 years of plant establishment. Estimated Completion date is June 2020.

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

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

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

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



Item No. 9c(1)

Meeting Date: February 24, 2016

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Dusty Duley, City Planner

Agenda Title: APPROVE CONTRACT WITH PLACEWORKS TO COMPLETE A TRAFFIC CIRCULATION AND CONNECTIVITY STUDY OF DOWNTOWN WILLITS STREETS AND ALLEYS IN AN AMOUNT NOT TO EXCEED \$65,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS

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

Summary of Request: The purpose of this study is to identify recommendations to improve the safety and appeal of downtown Willits by improving biking and walking facilities while accommodating cars and trucks, including service vehicles. The focus of the proposed study will be the downtown area as shown on the attached location map.

Staff is requesting approval of our recommendation to award Placeworks the contract to prepare the Traffic Circulation and Connectivity Study of Downtown Willits. Compensation to the Consultant will be made on a time and expense basis not to exceed \$65,000 without approval of the City Council. Placeworks scope of work is enclosed for Council review.

Recommended Action: Approve staff's recommendation to enter into a contract with Placeworks for the preparation of the Traffic Circulation and Connectivity Study of Downtown Willits, in an amount not to exceed \$65,000, and authorize the City Manager to execute the contract.

Alternative(s): None recommended.

Fiscal Impact: The City was awarded \$65,000 through the Mendocino County of Governments Overall Work Program to cover the total contract amount of \$65,000.

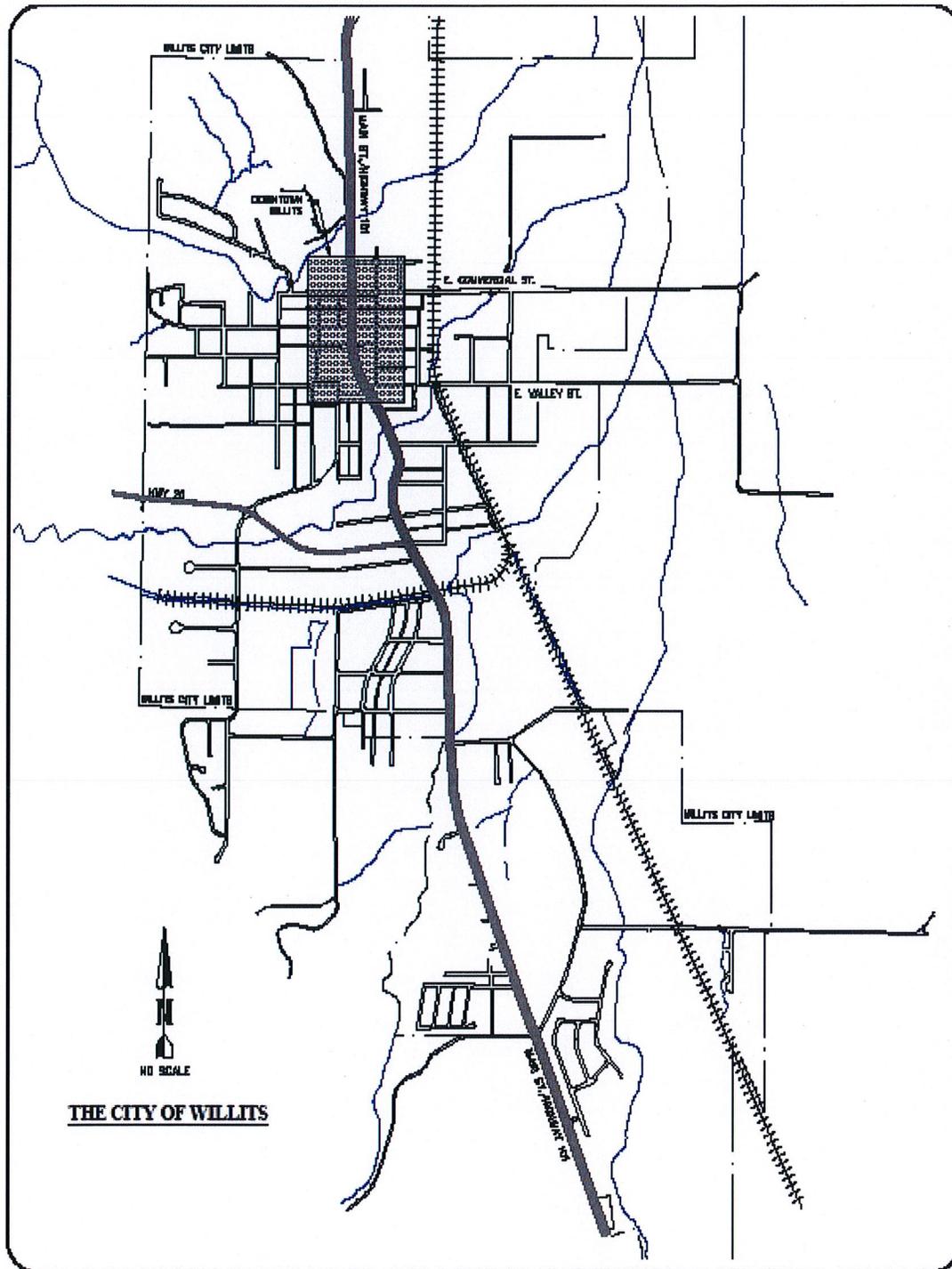
Personnel Impact: Significant staff time will be dedicated to facilitating the project and administering the grant.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

Location Map



CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into in duplicate, effective this **25th** day of **FEBRUARY, 2015**, by and between the **CITY OF WILLITS**, California, hereinafter referred to as the **CITY**, and **PLACEWORKS** whose address is **1625 Shattuck Avenue, Suite 300, Berkeley, CA 94709**, hereinafter referred to as the **CONTRACTOR**, as follows:

RECITALS

- A. Contractor is specially trained, experienced and competent to perform the special services which will be required by this Contract; and
- B. Contractor possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Contract on the terms and conditions described herein.
- C. City desires to retain Contractor to render professional services as set forth in this contract.

CONTRACT

1. **SERVICES TO BE PERFORMED BY CONTRACTOR.** Contractor shall perform the services described in “**Exhibit A**,” which is attached hereto and incorporated herein by reference. Contractor shall provide said services at the time, place, and in the manner specified in “**Exhibit A**,” subject to the direction of the City through its staff that it may provide from time to time.
2. **TERM.** The services of Contractor are to commence upon execution of this Contract and shall continue until all authorized work is approved by the City. All such work shall be completed no later than **October 31, 2015**.
3. **COMPENSATION.** Compensation to be paid to Contractor shall be in accordance with “**Exhibit B**,” which is attached hereto and incorporated herein by reference. In no event shall Contractor’s compensation exceed **\$65,000** without additional written authorization from the City. Payment by City under this Contract shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. **METHOD OF PAYMENT.** Contractor shall submit monthly billings to City describing the work performed during the preceding month. Contractor’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than 30 days after approval of the monthly invoice by City staff.
5. **EXTRA WORK.** At any time during the term of this Contract, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work, which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Contract. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

6. **TERMINATION.** This Contract may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination.
7. **OWNERSHIP OF DOCUMENTS.** All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Contract, except working notes and internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents, and other writings to City upon written request. In the event of termination, all finished or unfinished documents, data, studies, and reports prepared by Contractor under this Contract shall become the City's property; and Contractor shall deliver such documents to the City Clerk within two (2) business days from the date that this Contract is terminated.
8. **CONTRACTOR'S BOOKS AND RECORDS.**
 - a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Contract.
 - b. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Contract.
 - c. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Contract.
 - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.
9. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. Contractor is not an employee of City and is

not entitled to any of the rights, benefits, or privileges of City employees including, but not limited to, medical, or Worker's Compensation insurance. The parties intend to and have entered into a bonafide independent contract and nothing herein is a subterfuge to avoid making the Contractor an employee of the City. Contractor shall have control of the means, methods and details of performing the work and shall only be subject to the general direction and supervision of the City to insure that results contracted for are achieved per plans and specifications provided to the Contractor. Contractor expressly warrants and agrees that it will exercise its own independent judgment in evaluating the accuracy and reliability of all data, technical reports and studies prepared by the applicant for the Project, its officers, agents, employees and subcontractors or prepared by any other person or entity not a party to this contract.

10. **INTEREST OF CONTRACTOR.** Contractor (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Contract.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

11. **PROFESSIONAL ABILITY OF CONTRACTOR.** City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into the Contract. Contractor shall therefore provide properly skilled professional and technical personnel to perform all services under this Contract. All work performed by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

12. **COMPLIANCE WITH LAWS.** Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances and regulations.

13. **LICENSES.** Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are

legally required of Contractor to practice its profession. Contractor shall, if required, maintain a City of Willits business license.

14. HOLD HARMLESS. Contractor shall assume the defense of, and indemnify and save harmless, the City and each and every employee and agent thereof from all suits, actions, damages, claims or loss of every name and description to which the City may be subjected or put because of or arising out of Contractor's negligent performance under this Contract. In providing the indemnification of City provided in this Contract, Contractor agrees to provide for all costs of any necessary legal defense.

15. INSURANCE REQUIREMENTS.

a. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. The Employer's Liability Insurance shall be maintained in an amount not less than two million dollars (2,000,000) per accident for bodily injury or disease. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for City.

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired and non-owned vehicles, in an amount of not less than two million dollars (\$2,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Contractor shall maintain professional errors and omissions liability for protection against claims alleging negligent acts, errors, or omissions which may arise from Contractor's operations under this Contract, whether such operations be by the Contractor or by its

employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than two million dollars (\$2,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- b. Endorsements.** Each general liability, automobile liability, and Workers' Compensation insurance policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:
- i.** The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured's with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with your "ongoing operations" and "your work."
 - ii.** This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have shall be considered excess insurance only and shall not contribute with it.
 - iii.** This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv.** The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.
 - v.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - vi.** The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- c. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. Certificates of Insurance.** Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. The endorsement shall be on forms provided by the City or on other forms which conform to all City requirements. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Contract. Current certification of insurance shall be kept on file with the City at all times during the term of this Contract.

16. **NOTICES.** Any notice required to be given under this Contract shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Willits
111 East Commercial St.
Willits, CA 95490-3188

If to Contractor: PLACEWORKS
1625 Shattuck Avenue, Suite 300
Berkeley, CA 94709

17. **ENTIRE CONTRACT.** This Contract constitutes the complete and exclusive statement of Contract between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.
18. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.
19. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to City for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between City and subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
20. **WAIVER.** Waiver of a breach or default under this Contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Contract.
21. **SEVERABILITY.** If any term or portion of this Contract is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.
22. **CONTROLLING LAW VENUE.** This Contract and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mendocino.

- 23. LITIGATION EXPENSES AND ATTORNEYS FEES.** If either party to this Contract commences any legal action against the other party arising out of this Contract, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
- 24. MEDIATION.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Contract through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
- 25. EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.
- 26. AUTHORITY TO ENTER CONTRACT.** Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Contract. Each party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and to bind each respective party.
- 27. PROHIBITED INTERESTS.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.
- 28. EQUAL OPPORTUNITY EMPLOYMENT.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first written above.

CITY OF WILLITS:

CONTRACTOR:

By (Signature):

Adrienne Moore, City Manager

Title:

License #

APPROVED AS TO FORM:

ATTEST:

H. James Lance, City Attorney

Cathy Moorhead, City Clerk

- Exhibits:** **Exhibit A** - Scope of Work / Schedule of Charges
Exhibit B - Insurance Certificates
Exhibit C - Insurance Endorsements
Exhibit D - IRS W-9 Reporting Form

EXHIBIT A: SCOPE OF WORK

This exhibit describes the scope of services, schedule, products, and meetings for the Downtown Willits Streets & Alleys Connectivity Study to be conducted by PlaceWorks for the City of Willits in cooperation with Fehr & Peers.

SCOPE OF SERVICES

Task A. Project Initiation

In this task, the PlaceWorks team will work with the City to initiate the project and gain a thorough understanding of the key issues facing Downtown Willits.

1. Project Start-Up (February 22- 26)

PlaceWorks will initiate the project with a review of the scope of work, potential adjustments to the project schedule, a discussion of data needs, an overview of the critical goals and objectives for the project, and other similar topics. PlaceWorks will work with the City Planner on the project to prepare a detailed week-by-week schedule to keep the project organized and on track. PlaceWorks will also engage Fehr & Peers and develop sub-contracts to initiate the traffic analysis.

2. Data Collection and Review (February 29- March 11)

The PlaceWorks team will gather and review relevant studies and data, including but not limited to:

- Downtown Specific Plan and Circulation Element (2000)
- Administrative Draft Downtown Specific Plan (2002)
- Willits Circulation and Parking Improvement Study (2002)
- Baechtel Road-Railroad Avenue Corridor Community Design Study (2004)
- Comprehensive Self-Evaluation ADA Access and Transition Plan for Sidewalks and Parking Lots for the City of Willits (2006)
- City of Willits Bicycle and Pedestrian Specific Plan (2009)
- City of Willits Safe Routes to Schools Plan (2009)
- Willits Pedestrian Safety Assessment (2010)

3. Traffic Analysis/Technical Study (February 29- March 11)

Fehr & Peers will lead the traffic analysis of Downtown streets and alleyways. The traffic analysis will build upon previous plans to evaluate changes to the local circulation network, such as one-way conversions or access limitations, and the consequences of these changes for various types of street users as well as local businesses. The traffic analysis will consider circulation patterns, design vehicles, and traffic calming measures.

Given the uncertainty around future traffic volumes (pending completion of the Willits Bypass) and the low existing traffic volumes on side streets and alleyways, we assume that a qualitative assessment of traffic volumes will be sufficient to address considerations of street capacity and Level of Service (LOS), allowing us to focus our resources around other topics such as pedestrian safety, ADA accessibility, multimodal circulation, and local business access. Should the City of Willits seek a more detailed quantitative assessment of traffic circulation, we will adjust our scope accordingly.

Additionally, the PlaceWorks team will review the results of the collision analysis from the Main Street Enhancement Plan in order to determine key conflict points associated with side streets and alleyways. Fehr & Peers has already conducted a preliminary review of collision data over the past ten years and found no collisions that occurred within the Downtown streets network excluding Main Street; therefore, no specific collision analysis will be included in this study.

4. Base Map Preparation (March 2016- WRT LEAD)

The PlaceWorks team will utilize the basemap prepared by WRT and augment as necessary with available City GIS data. The map will feature the study area boundaries, street and alley right-of-ways, crosswalks, medians, utilities, parcels, key destinations, and other relevant features necessary to begin discussions about multimodal concepts, pedestrian safety and access measures, and green street opportunities for the study area.

Task B. Existing Conditions

In this task, the PlaceWorks team will analyze the existing circulation network in Downtown Willits, and identify opportunities and constraints, and identify and prioritize improvements to inform the design concepts.

1. Project Kickoff Meeting, TAG Meeting #1, and Site Evaluation (April 18-19)

The PlaceWorks team will introduce the Downtown Connectivity Study project to the public and solicit input during the Main Street Enhancement Plan's multi-day charrette. During the Charrette developed and lead by WRT, the PlaceWorks team will attend and participate in 2 days of the charrette and meet with City staff and the Technical Advisory Group (TAG). The PlaceWorks team will use this opportunity to tour the study area with key staff and the TAG and document conditions in the field, focusing on key opportunities and constraints related to key topics such as pedestrian safety and walkability, ADA compliance, local business access, multimodal circulation, and green infrastructure.

This scope assumes that WRT is leading this event and PlaceWorks is not responsible for providing materials or hosting/facilitating our own project workshop tables.

2. Existing Conditions Diagram (April 20-29)

Based on the technical study and key input received from the TAG, as well as a review of the WRT work to date, the PlaceWorks team will produce a graphic diagram and brief

memorandum with existing conditions photos that summarizes the technical study and existing conditions of the Downtown circulation network, identifies constraints and opportunities, and proposes necessary improvements.

3. Improvement Identification and Prioritization Memo (April 25-29)

Based on the existing conditions analysis and City Staff and TAG input, the PlaceWorks team will develop conceptual diagrams that show overall network improvements, identify recommended improvements for the Downtown circulation network, and prioritize these improvements. We will prepare a memorandum with conceptual diagrams and a list of potential improvement projects with initial prioritization for City staff and TAG's review. An administrative draft of the memo will be distributed to the City and TAG for review including the Existing Conditions Diagram. This scope assumes that the City will compile comments from all parties and provide PlaceWorks with a single, consolidated list of comments.

4. TAG Meeting #2 (Week of May 2nd)

The PlaceWorks team will meet with City staff and the TAG. This meeting will include a presentation and review of the shortlist of improvement projects from the above memo. PlaceWorks proposes a phone conference call with the TAG to discuss and shortlist improvement projects via a Go To Meeting.

Task C. Design Development

In this task, the PlaceWorks team, and develop the design concept for the study area.

1. Design Concepts (May 2-13)

Based on feedback from City staff and the TAG, the PlaceWorks team will develop conceptual designs to provide guidance for City staff and decision-makers on how to implement priority improvements on the ground. The design concepts will address up to three street and/or alley typologies and up to two specific intersections, illustrated in both plan and section. The designs will focus on addressing circulation, access, and safety needs, and will introduce innovative and aesthetically-pleasing complete and green street infrastructure to enhance Downtown Willits. The designs will likely include: reallocation of roadway space to bicycles, public transit, and pedestrians; implementation of traffic calming measures to reduce vehicle speed and improve safety; consideration of permeable paving and biofiltration facilities to improve stormwater treatment; and introduction of street furnishings and landscaping to promote multimodal transportation.

2. TAG Meeting #3 (Week of May 16th)

The PlaceWorks team will meet with City staff and the TAG. This meeting will include a presentation and review of the design concepts to date. PlaceWorks propose a phone conference call with the TAG to discuss and shortlist improvement projects via a Go To Meeting.

3. Community Workshop #1: Existing Conditions And Preliminary Design Concepts (May 25)

This scope assumes that public outreach efforts will utilize all outreach coordination and community member lists from Main Street Enhancement Plan.

The PlaceWorks team will present the key issues and opportunities, as well as any other significant concerns and concepts generated in the initial meetings with City staff, the TAG. Following the presentation, the PlaceWorks team will facilitate a discussion focused on the community's vision for Downtown Willits to solicit public on design concepts and existing conditions assumptions developed to date.

4. Design Development (May 30- June 10)

Based on feedback from the community workshop, the PlaceWorks team will further develop the draft conceptual designs. The design concepts will refine up to three street and/or alley typologies and up to two specific intersections, illustrated in both plan and section.

5. WRT June Street Fair (Week of June 20 or 27th)

The PlaceWorks team City staff and the TAG will attend the June Street Fair hosted by WRT. The TAG will assist in the on-street presentation of board concepts and designs in place of the proposed location improvements. Design concepts refined for the street fair will be represented on boards for presentation. A feedback board will be included as well as comment cards to garner additional input from community participants. Input received during this on-site demonstration street fair will be incorporated into the Administrative Draft Report.

Task D. Downtown Connectivity Report

1. Administrative Draft Report (July 5- 22)

The PlaceWorks team will prepare a graphically rich administrative draft based on all previous work for review by the City, Caltrans staff, and members of the Technical Advisory Group. Key components of the report will include:

- Existing Conditions Diagram & Summary
- Planning and Outreach Process Summary (including workshop summaries)
- Overall District Network Improvement Concepts
- Recommended "Shovel-Ready" Improvement Projects
- Implementation, Phasing, and Funding Strategies

As part of the Administrative Draft, we will develop cost estimates and summarize potential funding sources, as follows:

- **Cost Estimates.** The PlaceWorks team will prepare a set of planning-level construction costs estimates for proposed improvement projects using recent cost data from similar projects adjusted for local conditions. Planning-level cost

estimates differ from other types of cost estimates in that they are based on conceptual designs and not engineered designs.

- **Potential Funding Sources and Programs.** Using our extensive experience with competitive source grants, we will evaluate the potential for grants such as the Active Transportation Program, Air Quality District Grants, Highway Safety Improvement Program, and others to be used to implement physical facilities. PlaceWorks will identify funding strategies based on existing and new funds that become available that will allow the operation and construction of recommended programs and projects.

2. TAG Meeting #4 (Week of August 1st)

An administrative draft of the report will be distributed to the City and TAG for review. This scope assumes that the City will compile comments from all parties and provide PlaceWorks with a single, consolidated list of comments. PlaceWorks propose a phone conference call with the TAG to discuss and shortlist improvement projects via a Go To Meeting.

3. Public Review Draft Report (August 8- 19)

Based on comments and feedback received from City Staff and the TAG the PlaceWorks team will make revisions to the administrative draft. The City will make the revised document available for public review and comment. This scope assumes that the City will compile comments and provide PlaceWorks with a single, consolidated list of comments on the administrative draft for the final report draft.

4. Community Workshop #2: *Downtown Connectivity Report* (Week of August 29th)

PlaceWorks will present the public review draft of the Downtown Connectivity Report, including an overview of the design concepts, to the community and facilitate small group discussions to verify proposed priority improvement projects. This scope assumes that the City will compile comments and provide PlaceWorks with a single, consolidated list of comments on the public review draft for the final report.

5. City Council Meeting (September)

The PlaceWorks team will provide City Staff with assistance in the development of a staff report and ppt presentation of the Final Report. Input received from the Community Workshop will be quantified and represented in the staff report and presentation. (No revisions to the report or graphics will be made at this time). A PlaceWorks team member will be responsible for attending the City Council hearing and presenting the final report to City Council.

6. Final Report (September)

The PlaceWorks team will make final revisions to the document based on input received at the community workshop and City Council meeting.

Exhibit B
PlaceWorks
Downtown Willits Streets and Alleys Connectivity Study
Cost Estimate

Hours per Task	PlaceWorks						Fehr & Peers					Labor Cost per Task
	Associate Principal - Brubaker	Senior Associate - Hykes	Associate - Hong	Project Landscape/Urban Designer	Graphics/ WP	Admin	Principal-In-Charge - Grandy	Project Manager - Jacobson	Project Engineer - Rowley	Planner/Engineer	Support/ Graphics	
Task A. Project Initiation	1	6	16	12	-	-	1	6	-	24	7	8,705
1. Project Start-up	1	2	4									
2. Traffic Analysis/Technical Study		1	2				1	4		24	5	
3. Data Collection and Review		2	8					2			2	
4. Base Map Preparation		1	2	12								
Task B. Existing Conditions	1	22	28	20	12	-	1	10	8	-	1	11,795
1. Project Kickoff Meeting, TAG Meeting #1, and Site Evaluation		16	16				1	6	6			
2. Existing Conditions Diagram	1	2	4	8								
3. Improvement Identification and Prioritization Memo		2	4	12	12			2	2		1	
2. TAG Meeting #2		2	4					2				
Task C. Design Development	4	32	46	50	20	2	2	12	10	-	2	-
1. Design Concepts	2	4	10	28	12		2	8	10		2	
2. TAG Meeting #3		2	4					2				
3. Community Workshop #1: Ex Conds & Pre Design Concepts		10	12	6	8	2						
4. Design Development	2	8	12	16								
5. WRT Street Fair		8	8					2				
Task D. Downtown Connectivity Report	6	34	36	64	16	5	-	10	8	2	2	19,580
1. Administrative Draft Report	2	2	8	24	8	1		6	8	2	2	
2. TAG Meeting #4		2	2					2				
3. Public Review Draft Report	2	2	4	8		2			2			
4. Community Workshop #2: Downtown Connectivity Report		12	12	24								
5. City Council Presentation		8	4		2							
6. Final Report	2	8	6	8	6	2						
												40,080
Total Hours	12	94	126	146	48	7	4	38	26	26	12	
Billing Rate	\$175	\$140	\$105	\$85	\$75	\$60	\$315	\$145	\$140	\$125	\$115	
Labor Cost	\$2,100	\$13,160	\$13,230	\$12,410	\$3,600	\$420	\$1,260	\$5,510	\$3,640	\$3,250	\$1,380	\$59,960
Total Firm Labor Cost												\$44,920
EXPENSES												
Mileage (@ \$0.575 per mile) (est 4 trips at 272miles)						610			est 1 trip at 272miles		156	
Data												500
Accommodations (hotel overnight)						250						200
Reprographics and Mapping						1,200						410
Subconsultant Management (5%)						815						
Office Expenses (Phone, Fax, Copies, etc)						898						
Total Expenses						\$3,774						\$1,266
							\$48,694					\$16,306
GRAND TOTAL												\$65,000