

111 E. COMMERCIAL STREET
WILLITS, CALIFORNIA 95490
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**WILLITS CITY COUNCIL
AGENDA
JULY 22, 2015 ♦ 6:30 P.M. ♦ COUNCIL CHAMBERS**

1. **OPENING MATTERS** – a) Call to Order; b) Pledge to Flag; c) Roll Call
2. **PUBLIC COMMUNICATIONS**
Council welcomes participation in its meetings. Comments shall be limited to three (3) minutes per person so that everyone may be given an opportunity to be heard. To expedite matters and avoid repetition, whenever any group of persons wishes to address the Council on the same subject matter, the Mayor may request that a spokesperson be chosen by the group. This item is limited to matters under the jurisdiction of the City Council which are not on the posted agenda. Public criticism of the City Council, Commission, Boards and Agencies will not be prohibited. No action shall be taken.
3. **PUBLIC MATTERS**
 - a. Formalize Appointment of Cathy Sanders as City Clerk
 - b. Continued Discussion and Possible Approval of the Proposed Redevelopment Projects of the former REMCO Hydraulics Site
 - c. Update on the City's Emergency Water Supply Project
4. **CONSENT CALENDAR**
Matters listed under the Consent Calendar are considered to be routine by the City Council and will be enacted by a single motion and roll call vote by the City Council. Items may be removed from the Consent Calendar upon request of a Councilmember and acted upon separately by the City Council.
The following items are recommended for approval, as follows:
 - a. City Council Minutes:
 - June 10, 2015
 - June 24, 2015
 - b. Contract for Professional Services with R.J. Ricciardi, Inc., for Preparation of June 30, 2015 Audited Financial Statements, June 30, 2015 State Controller's Report, and 2015 Public Facilities Corporation Tax Return
 - c. Recommend Appointment of Nayo Dawn Sicard to Represent City on the County Library Advisory Board of Directors
5. **INFORMATIONAL REPORTS**
Matters that do not require action by the City Council but are of public interest.
 - a. Disbursements Journal(s):
 - Warrant Nos. 26763-26768, Totaling \$44,430.78
 - Warrant Nos. 26769-26880, Totaling \$446,072.29
 - b. Building Inspection Activity Report – June 2015
 - c. Business License Activity Report – June 2015
 - d. Water Usage/Revenue Chart – June 2015
 - e. Written Update from Caltrans Regarding the Willits Bypass Project – June 2015
 - f. Application to ABC for Alcohol License from Swamikrupa 1986 Inc. (dba Flyers, 1250 South Main Street)
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.

- a. *SITTING AS THE PLANNING COMMISSION* – Discussion and Possible Action to Adopt a Resolution Regarding Use Permit No. U-14-03 for Daniel W. Chesser

8. CITY MANAGER REPORTS AND RECOMMENDATIONS

- a. Verbal Reports – No Action

9. DEPARTMENT RECOMMENDATIONS

- a. Administration (City Clerk, Finance, Human Resources, Legal)
- b. Public Safety
- c. Community Development
- d. Public Works & Engineering
- e. Water & Wastewater Systems

10. CITY COUNCIL AND COMMITTEE REPORTS

- a. Mendocino Council of Governments (MCOG)
- b. Local Agency Formation Commission (LAFCO)
- c. Mendocino Transit Authority (MTA)
- d. Mendocino Solid Waste Management Authority-Joint Powers Authority (MSWMA-JPA)
- e. Economic Development and Financing Corporation (EDFC)
- f. League of California Cities
- g. Water & Wastewater Systems Committee
- h. Revit-ED Committee
- i. Finance Committee
- j. Ad Hoc Committees
 - Caltrans Bypass Project
 - Willits Center for the Arts
- k. Other Committee Reports

11. COUNCIL MEMBER REPORTS AND RECOMMENDATIONS

12. ENACTMENT OF ORDINANCES

13. GOOD & WELFARE

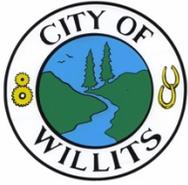
14. CLOSED SESSION NOTICE

- a. Conference with Legal Counsel Pursuant to Government Code §54956.9 – Initiation of Litigation: Keep the Code v. City of Willits and REACH Air Medical Services (Superior Court of the State of California – County of Mendocino, Case No. SCUM-CVPT-15-65648)
- b. Conference with Legal Counsel Pursuant to Government Code §54956.9 – Existing Litigation: People of the State of California and the City of Willits v. Remco Hydraulics, Inc., et al. (United States District Court – Northern District of California, Case No. C-96-6283 SI 12/22/2000)
- c. Conference with Labor Negotiators Pursuant to Government Code §54957.6 – Employee Organization(s): All

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 17th day of July, 2015.
Cathy Sanders, City Clerk*



Item No. 3b

Meeting Date: July 22, 2015

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: James Lance, City Attorney

AGENDA TITLE: CONTINUED DISCUSSION AND POSSIBLE APPROVAL OF THE PROPOSED REDEVELOPMENT PROJECTS OF THE FORMER REMCO HYDRAULICS SITE; RECOMMENDATION TO IMPOSE CERTAIN CONDITIONS TO SUCH APPROVAL; AND RECOMMENDATION TO WITHHOLD APPROVAL AND TO CONTINUE HEARING TO ALLOW PARTIES TIME TO MEET THE CONDITIONS

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 40 min.

Summary of Request: This matter is continued from the June 10, 2015 City Council meeting where the City conducted a public hearing and received presentations from the Skunk Train by Robert Pinoli and a competing proposal from Ed Mitchell concerning their respective plans to redevelop the former Remco Hydraulics site on South Main Street. The June 10th hearing of this item was continued to the July 24th meeting to allow for further public input and to allow staff to provide further legal analysis and recommendations to the council, including recommended conditions to be imposed for approving redevelopment and relieving the Trust of its obligation to remove the existing site structures. This memorandum is intended to provide legal analysis of the council's role in this matter, the applicable standards for approving one or both projects, and recommended conditions that may be imposed. As discussed below, it is the staff recommendation that the action taken on July 24th be limited to adopting certain conditions for the council's potential future approval of the site redevelopment, and to continue this hearing until such time as the Trust advises that the conditions can be met. The continuance of this matter is necessary to allow the Trust, its funding source, Pepsi, and the proposed developers, sufficient time to meet the recommended conditions.

The June 10, 2015 Agenda Summary is attached and incorporated herein, together with the exhibits to that summary including the June 3, 2015 letter from the Trust's attorney, Philip Hunsucker. In his letter, Mr. Hunsucker provides a detailed summary of the cleanup efforts made by the Trust at the Remco site and the specific project approval action that Trust requests from the City so that the Trust may be relieved from the effort and expense of removing all existing structures and foundations from the site.

Legal analysis and opinion of the City Council's Role and the actions it may take

1. Background.

This is not a typical land use decision before the City Council. The proposed developers are not the property owners, and their interests in the site development are not vested. Neither developer has any present right to proceed. Instead, the Trust owns the site, and Pepsi as the former owner is responsible to pay for the Trust's remediation efforts. The Trust is the applicant party before the Council and is requesting that the City exercise its discretion to approve one or both of the planned redevelopment projects. The Trust also seeks confirmation from the City that, as a result of such approval, the Trust will no longer be obligated to remove the structures from the site. The Trust has made it clear that it will not sell to either developer unless and until the City Council first approves their proposed project and the sale. The Trust has advised that it has entered into conditional sales contracts with both developers and both contracts will expire unless City Council approval is received on or before July 28th. If that deadline cannot be met, the Trust will likely extend the contracts or enter into new contracts with Mr. Pinoli and Mr. Mitchell to sell the site property subject to City approval.

The need for City approval arises from an agreement reached between the Trust and the City. The City is

the designated Lead Public Agency within the "Consent Decree", a court order that established the Trust and that sets forth the Trust's obligations to remediate the site. As Lead Public Agency the City's responsibilities include "reviewing and commenting on all aspects of the work required to be performed" by the Trust. In 2008 the City and Trust discussed the need to restore this site once again for productive use, and the City's concerns that this vacant, blighted property in the center of town was still several years away from complete remediation. In response to those concerns the Trust agreed that unless the City approved of a planned redevelopment of the site that reuses the existing buildings, the Trust would remove all of the structures no later than fifteen (15) months following approval of the Remedial Action Plan (RAP). This agreed Trust obligation and need for City approval was thereafter included at section 5.4.2 of the 2011 Final Feasibility Study. The RAP was approved on June 17, 2015 and the 15-month window for project approval closes September 15, 2016.

2. Criteria for Approval.

Section 5.4.2 of the Feasibility Study does not specify any procedure or define any criteria or standards for the City's approval of a project. That section only requires that the proposed redevelopment be "planned and approved." In his June 3rd letter, attorney Philip Hunsucker on behalf of the Trust explains, "The Trust has no preference for one buyer over another one. In fact, the Trust would be willing to sell the Trust-Owned Property to another buyer willing to agree to the material terms." He also clarifies that the specific action requested from the City Council is that it "approve the redevelopment by either or both the Skunk Train or Mitchell and agree in writing that the requirements of Section 5.4.2 of the 2011 Final FS are satisfied as to the Trust and upon transfer of title of the Trust-Owned Property to the Skunk Train, Mitchell or their affiliate will satisfy the requirement for "a planned and approved redevelopment of the Site" and there will be no obligation for existing Site structures or foundations (or portions of such structures or foundations) to be removed from the Remco Facility by the Trust."

Land use decisions are subject to a rational basis review, and require that government action be rationally related to a legitimate government purpose. Approval of a project development that would, for example, bring new employment opportunities or tourism to the city would serve a legitimate public purpose. In this instance, the City Council has the discretion to weigh the competing proposals and give its approval as long as it does so in a rational manner and based upon its finding that the project will further the plans and policies of its General Plan. Subject to that general standard, and based upon the terms of the Final FS and the attached written request of the Trust, it is staff's recommendation that the Council may exercise its discretion to approve either or both of the two projects proposed; it may decline to approve the subject projects or any projects; it may also insist that the buildings be removed. If the Council declines the Trust's request to approve either of the subject projects, the Council could also potentially approve an entirely different project within the next 14 months.

The 1992 revision to the General Plan of the City of Willits includes an Economic Development Element that establishes relevant policies and goals for future economic development. Any redevelopment project approved by the Council should be in harmony with those stated goals and policies. That Economic Development Element is attached for the Council's consideration. Every county and city is required to adopt "a comprehensive, long-term general plan for the physical development of the county or city..." (Gov. Code, § 65300.) A general plan provides a " 'charter for future development' " and sets forth a city or county's fundamental policy decisions about such development. "[A] governing body's conclusion that a particular project is consistent with the relevant general plan carries a strong presumption of regularity that can be overcome only by a showing of abuse of discretion." (*Napa Citizens for Honest Government v. Napa County Bd. of Supervisors* (2001) 91 Cal.App.4th 342, 357, 110 Cal.Rptr.2d 579 (*Napa Citizens*); *Sequoiah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 717, 29 Cal.Rptr.2d 182 (*Sequoiah Hills*)). "An abuse of discretion is established only if the city council has not proceeded in a manner required by law, its decision is not supported by findings, or the findings are not supported by substantial evidence. (Code Civ. Proc., § 1094.5, subd. (b).) Consistent with the foregoing, action by the Council approving one or both of the subject projects should be supported by written findings of fact that staff can assist in preparing and submit for council adoption at a subsequent meeting.

3. Recommended Conditions for Approval and for Continuance of Hearing.

Given the Trust's ongoing environmental remediation work at the Property and the Council's prior

declarations that, upon completion of the Trust's remediation activities, the Property should be suitable for and put to productive reuse, Staff recommends that, for purposes of approving any project under Section 5.4.2 of the terms of the Feasibility Study, that Council expressly condition its approval of any development project upon certain conditions precedent, specifically:

1. From the Willits Trust: Written confirmation by the Trust that, subject to adequate funding from Pepsi: (a) the Consent Decree requires the Trust to complete all remediation work at the Property through and including a written "No Further Action" determination (or its equivalent) from the Court and the Regional Water Quality Control Board; and (b) the Trust will perform such remediation work.
2. From Pepsi: An enforceable, written commitment to fund all Trust activities required to complete the remediation described in Item 1 above, along with a financial assurance mechanism, such as those required by U.S. EPA for closure of a facility (i.e. a letter of credit, bond, corporate guarantee, or other acceptable form of security) reasonably acceptable to the City to assure the completion of such remediation. See 40 CFR 264.143.
3. From any proposed Developer:
 - (a) A Development Plan and detailed Project Financing Plan, including phase by phase budgets and financial statements (including "sources and uses" breakdowns) reasonably acceptable to the City; and
 - (b) Completion Assurances, such as payment bonds, performance bonds, or other construction related surety bonds or completion guaranties, reasonably acceptable to the City, to guarantee completion development work through issuance of a certificate of occupancy.

To date, each proposed developer has presented only general drawings and descriptions of its planned development. Staff believes that the above information and security mechanisms are important to (1) permit a meaningful review of each project and assess its consistency with the Council's stated criteria and goals for the Property; and (2) provide security with respect to the actual implementation of a proposed project. Accordingly, only once a developer (or multiple developers) has satisfied each of the above conditions, would the City approve the Trust's request to waive the Trust's obligation to remove the existing structures and foundations at the Property, as set forth in Section 5.4.2 of the FS.

The Trust advises that it may take 30 days or more to obtain Pepsi's approval to the funding condition listed above. The proposed developers will also need a sufficient opportunity to provide the assurances required of them from Condition No. 3. Staff therefore recommends that the Council action taken at the July 23, 2015 meeting be limited to: (1) the approval of the above recommended conditions; and (2) that staff be directed to advise the Trust that the City is not willing to consider the possible approval of the site redevelopment unless and until the Trust advises the City that such conditions appear to be satisfied. Following such notice this matter will be placed on the agenda of the City Council without further delay.

Recommended Action: Adopt staff recommended conditions for the approval sought by the Trust for redevelopment of the former Remco site; and direct staff to advise the Trust that the Council will not consider approving a project until advised by the Trust that such conditions appear to be satisfied.

Alternative(s): None recommended.

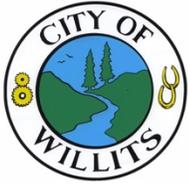
Fiscal Impact:

Personnel Impact:

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____



Item No. 3b

Meeting Date: June 10, 2015 – carried over to July 22, 2015

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: James Lance, City Attorney

Agenda Title: PRESENTATION, DISCUSSION AND POSSIBLE ACTION TO APPROVE A PROPOSED PLAN TO USE AND DEVELOP THE FORMER MAIN REMCO HYDRAULICS SITE

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 1 hour

Summary of Request: The Willits Environmental Remediation Trust has advised the City that it has entered into an agreement to sell the former Remco Hydraulics facility on Main Street to Mendocino Railway to redevelop the site as a new Skunk Train passenger depot and maintenance facility. The agreement is subject to City approval that must be received on or before July 28, 2015. The Trust also advises that it has entered into a backup agreement with Mr. Ed Mitchell in the event the Skunk Train proposal fails. The backup proposal from Mr. Mitchell is also subject to City approval on or before July 28, 2015. As discussed below, the Trust requests that the City approve a proposed redevelopment and that the Trust be relieved of its obligations to remove the buildings and foundations from the site.

As described in the attached letter (dated June 3, 2015) from the Trust's attorney, Phillip Hunsucker, the Trust has performed substantial investigation and remediation of contamination at the former Remco Hydraulics facility pursuant to the requirements of a consent decree issued by the U.S. District Court in 1997 and thereafter amended. The Trust has also been remediating the Remco Facility pursuant to a Cleanup and Abatement Order (CAO) issued by the State of California Regional Water Quality Control Board. On behalf of the Trust, Mr. Hunsucker advises that *"from an environmental perspective, the existing building can be safely reused for commercial or industrial purposes, provided that any reuse is conducted compliance with the requirements of the Site Management Plan..."* In the event of an approved sale and redevelopment of the property, the Trust will remain obligated to carry out the obligations of the CAO and Consent Decree.

Pursuant to the Consent Decree, the Trust completed a Feasibility Study in November 2011, which evaluated remedial alternatives and selected the final remedy. Section 5.4.2 of the 2011 Final Feasibility Study requires that the existing buildings and foundations at the site be removed unless a "planned and approved redevelopment of the site" requires reuse of the buildings and foundations. See the attached Section 5.4.2 of the Final FS. Further, Section 5.4.2 requires that demolition of the buildings and foundations must occur no later than fifteen (15) months following approval of the Remedial Action Plan (RAP). Mr. Hunsucker advises that the final RAP will be completed by June 15, 2015.

The Trust requests that, on or before July 28, 2015, the City Council approve the redevelopment proposed by either the Skunk Train or by Mr. Mitchell, and agree that such approved redevelopment satisfies the requirements of Section 5.4.2 of the Final Feasibility Study such that the Trust will have no obligation to remove the buildings and foundations from the site.

Mendocino Railway has made arrangements to give the Council a presentation of its proposed Skunk Train Depot project at this Council meeting and information concerning that project is attached. Dr. Anne Farr, Trustee of the Willits Environmental Remediation Trust, plans to be present and to answer any questions related to the site remediation and any environmental concerns regarding redevelopment of the site and reuse of existing buildings. It is staff's recommendation that Mr. Mitchell also be afforded an opportunity to make a presentation regarding his backup proposed redevelopment.

Recommended Action: Receive technical information from Dr. Anne Farr regarding environmental remediation and redevelopment of the site and assessment of human health risks, if any, regarding reuse of and non-demolition of existing buildings. Receive information from Mendocino Railway regarding its proposed redevelopment project, as well as from Mr. Mitchell regarding his proposed redevelopment project, but defer action until a subsequent Council meeting, no later than July 28, 2015, to allow for thorough community input.

Alternative(s): Approve or deny the Skunk Train redevelopment proposal, or request further information.

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 _____

June 3, 2015

VIA EMAIL

H. James Lance, Esq.
City Attorney
City of Willits
3000 Robinson Creek Rd.
Ukiah, CA 95482
Email: lancelaw@pacific.net

Re: Willits Environmental Remediation Trust/Remco Hydraulics

Dear Mr. Lance:

This letter responds to your e-mail of June 1, 2015 regarding the redevelopment of the former Remco Hydraulics facility located on Main Street in Willits, California ("Remco Facility") and the surrounding properties (together "Trust-Owned Property") owned by the Willits Environmental Remediation Trust ("Trust"). Specifically, as you have requested, this letter summarizes the two transactions between the Trust and the Mendocino Railway ("Skunk Train") and between the Trust and Ed Mitchell ("Mitchell"), discusses the issues raised in your e-mail, and states the specific requested action from the city council.

Background

The City of Willits ("City") has a close connection to the Remco Facility. At one time, the Remco Facility was a source of jobs for the City. But Remco was in poor financial shape and filed for bankruptcy. The City tried unsuccessfully to keep the Remco Facility open. When that effort proved unsuccessful, the City filed a lawsuit in the United States District Court for the Northern District of California ("Court") seeking to require the former owners and operators of the Remco Facility to clean up contamination at and emanating from the facility.

The lawsuit filed by the City resulted in a 1997 consent decree that has been amended by the Court ("Consent Decree"). The City's Public Works Department is the lead public agency under the Consent Decree. The Trust has been remediating the Remco Facility and surrounding area pursuant to the Consent Decree and a Cleanup and Abatement Order issued by the State of California Regional Water Quality Control Board, North Coast Region ("Regional Board").

The Consent Decree requires that the Trust conduct the remediation pursuant to the National Contingency Plan (“NCP”). The NCP is a stepwise process that requires written milestone reports that are approved by the lead public agency. For the work the Trust has been doing, the milestone reports all have been reviewed and approved by the City and its counsel and the Regional Board. The City has its own environmental consultant and environmental counsel to oversee the work of the Trust. The milestone reports required by the Consent Decree all can be obtained from the Trust’s website: <http://willitstrust.org/>. Each of the milestone documents are discussed briefly below:

- Remedial Investigation/Feasibility Study Workplan. This workplan provided a detailed plan for how the investigation of the contamination would proceed. Completed: May 15, 1998.
- Preliminary Endangerment Assessment (“PEA”). The PEA determined the hazardous substances or potential hazardous substances at the site required immediate and long-term remediation. Completed: May 11, 2000.
- Remedial Investigation (“RI”). The RI investigated the sources, pathways and receptors of hazardous substances at the site. In other words, the RI investigated the places at the site where hazardous substances originated, where it traveled, and its impacts to human health and the environment. Completed: April 18, 2002.
- Treatability Study. The Trust conducted a series of pilot studies to assess the feasibility of *in situ* or “in place” treatment of hazardous substances at the site. The Treatability Study evaluated the effectiveness of the pilot studies and determined whether the *in situ* treatment was appropriate for remediation at the site. The Treatability Study determined that the pilot studies were effective and that *in situ* remediation would work for the site. Completed: July 12, 2005.
- Risk Assessment (“RA”). An RA is a method for developing protective estimates of the potential for current or future risk assuming the site remains as it is. The RA is a screening document and uses conservative estimates for potential exposure. The RA concluded that it is highly unlikely that there are significant current or future health risks to people or the environment related to the Remco Facility. Completed: December 13, 2006.
- Feasibility Study (“FS”). Pursuant to the Consent Decree and NCP criteria, the FS evaluated various remedial alternatives and selected the final remedy. Completed: November 28, 2011.

- Draft Remedial Action Plan (“RAP”) and Remedial Design (“RD”) Report. The Draft RAP/RD provides the plan and design for the final remedy for cleanup of the site. Draft RAP/RD Report Submitted: March 6, 2015. Comments were received from the Regional Board on May 1, 2015. The Trust’s responses to the Regional Board’s comments were sent on May 15, 2015. The Final RAP/RD will be completed by June 15, 2015.
- Interim Remedial Actions (“IRAs”). The Trust has conducted a number of IRAs (remedial efforts conducted prior to implementation of the final remedy for site cleanup). IRAs conducted to date include:
 - *Waste Material and Horizontal Tank Removal* – the removal of substantial volumes of waste materials from the Remco Facility, as well as removal of the former horizontal chrome plating tanks;
 - *Sump and Pit Closure* – the cleaning, backfilling and sealing with concrete of more than 50 sumps, pits, and tanks at the Facility;
 - *Pump and Treat* – implementation of measures intended to control, extract, and treat impacted groundwater at the Remco Facility;
 - *Storm Drain System Lining* – additional lining and sealing of the storm drain system and drainage improvements to better control surface-water runoff at the Remco Facility;
 - *Chrome Tank Removal* – removal and abandonment of the former vertical chrome plating tanks, and immediately adjacent soil;
 - *Source Soil Excavation* – removal of source soils containing high concentrations of volatile organic compounds (“VOCs”); and,
 - *In-Situ Treatment* – *in situ* (or “in place”) treatment of hexavalent chromium and VOCs.

These IRAs have removed significant contamination from the site.

Over the course of the Trust’s work, over seven thousand samples have been taken of the various media at the site. A map showing the sampling locations is attached as Appendix A. Along with the attached map, the milestone documents and their approval by the City and the Regional Board, demonstrate that the site has been thoroughly investigated. The final remedy will be protective of human health and the environment.

As specified in the Draft RAP/RD, the Trust will continue to remediate the site through the operation of a groundwater extraction and treatment system and through

the implementation of *in situ* injections, as necessary. In addition, the Trust will continue to monitor groundwater, storm water, and surface water quality to verify the effectiveness of the site remediation. As long as the Buyer complies with the access provisions of the contract, the Trust will be able to continue and complete the work required by the Consent Decree and the CAO.

As discussed in the Feasibility Study, a comprehensive investigation of the site has been conducted. The comprehensive investigation of the site has not identified any soil condition underlying the existing buildings that require remediation. Further, the Trust has conducted IRA activities to clean the building surfaces. From an environmental perspective, the existing building can be safely reused for commercial or industrial purposes, provided that any reuse is conducted in compliance with the requirements of the Site Management Plan, included in the Draft RAP/RD.

Summary of the Transactions

The Trust has entered into two contracts for sale of the Trust-owned Property. One contract is with the Skunk Train. The other contract is with Mitchell. The contract with Mitchell is a backup to the Skunk Train contract. Both contracts require that the City approve the redevelopment so that the Trust is relieved of any obligation to remove the buildings on the Remco Facility. Except for the Mitchell contract being a backup agreement and some minor differences, both contracts have the same material terms:

1. Trust's Continued Compliance with the CAO and Consent Decree. The purchase agreement will not relieve the Trust of its obligations under the CAO and Consent Decree, or obligate the Buyer in any way with respect to the CAO or the Consent Decree, and the Trust shall continue to carry out the obligations of the CAO and Consent Decree, following the Buyer's purchase of the Trust-Owned Property until such obligations are satisfied.
2. Access for Compliance with CAO and Consent Decree Requirements.
 - a. The Buyer understands and agrees that the Trust is performing environmental remediation on the Trust-Owned Property as directed by the Court and the Regional Board that likely will continue for many years.
 - b. For so long as is necessary to satisfy the requirements of the CAO and the Consent Decree the Trust – and at no cost to it – shall have all access to the Trust-Owned Property necessary to comply with the requirements of the Regional Board or the Court pursuant to the CAO or the Consent Decree, including but not limited to the following:

- c. Operation and maintenance of the existing IRA System;
 - d. Installation and/or removal of groundwater wells and/or borings; and,
 - e. Collection of samples from environmental media, including groundwater and storm water.
 - f. Access shall be provided to do work in accordance with the terms of the CAO and the Consent Decree upon reasonable notice. Such access and work shall not unreasonably interfere with the Buyer's peaceful and quiet enjoyment of the Trust-Owned Property. The Trust shall reimburse the Buyer for any unreasonable interference with such quiet enjoyment or other damages to the Buyer from such access or work.
3. Sale is "As Is." The Buyer acknowledges and agrees that the Trust-Owned Property is sold and conveyed to, and accepted by, the Buyer in an "as is" condition with all faults and with the buildings, concrete slab and asphalt in place.
 4. Prior Industrial Use of the Trust-Owned Property. The Buyer understands and agrees that the Trust-Owned Property previously was used for industrial purposes and that releases of hazardous substances occurred at the Trust-Owned Property, but is being cleaned up by the Trust pursuant to the CAO and the Consent Decree.
 5. The Buyer's Own Investigation.
 - a. The Trust has investigated extensively the Trust-Owned Property and all information involving the Trust's investigation is available on the Trust's web site, www.willitstrust.org. The Buyer acknowledges that it has reviewed the detailed history of the Trust-Owned Property and the history of the cleanup at the Trust-Owned Property found in the documents at the Trust's web site.
 - b. The Buyer has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental, and land use laws and regulations) to which the Trust-Owned Property is or may be subject and accepts the Trust-Owned Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations.

- c. The Buyer acknowledges that it is entering into the agreement based on the Buyer's own investigation of the physical and environmental conditions of the Trust-Owned Property, including subsurface conditions.
 - d. The Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by the Buyer's own investigation and were not known to the Trust at the time of execution of this agreement.
6. No Representation by the Trust. The Buyer acknowledges that the Trust, its agents and employees, and other persons acting on behalf of the Trust, have made no representation or warranty of any kind in connection with any matter relating to the condition, value, fitness, or zoning of the Trust-Owned Property upon which the Buyer has relied directly or indirectly for any purpose.
7. The Buyer's Waiver of Claims. The Buyer waives, releases, remises, acquits, and forever discharges the Trust, the Trust's predecessors in title, successors, employees, agents, or any other person acting on behalf of the Trust, of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which the Buyer now has or which may arise in the future on the account of or in any way growing out of or connected with the physical condition of the Trust-Owned Property at the time of the execution of this agreement and to the extent the same are not known to the Trust.
8. Site Management Plan. A draft Site Management Plan was included in the Draft Remedial Action Plan/Remedial Design Report (JJA & Farr Associates, March 6, 2015). The Regional Board reviewed the draft Site Management Plan and had no comments. Accordingly, the Trust expects that the draft Site Management Plan will be finalized as is in the Final Remedial Action Plan/Remedial Design Report (to be issued on or after June 2015). As the Trust-Owned Property is being sold to the Buyer "as is" with the buildings in place, the cleanup being performed by the Trust at the Trust-Owned Property will not include removal of the Buildings, including the concrete or the asphalt at the Trust-Owned Property. As a result, should the Buyer decide to remove or alter any portion of the buildings or any of the concrete or asphalt at the Trust-Owned Property after it takes title to the Trust-Owned Property, the Buyer shall be responsible for performing any the work required by the Site Management Plan related to such removal or alternation. In addition, any alternations, additions, maintenance or removal of concrete, asphalt or the buildings

that does not expose soil, will not trigger any obligations of the Buyer under the Site Management Plan.

9. Indemnity. The Buyer agrees to hold harmless and indemnify the Trust against any and all claims and actions arising out of the operations of the Buyer or the Buyer's ownership of the Trust-Owned Property, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage, but specifically excluding any and all claims and actions arising out of the performance of any work by the Trust under the CAO or the Consent Decree, or Trust's management, alteration, or removal of any buildings, asphalt or concrete on the Trust-Owned Property prior to the Buyer's ownership of the Trust-Owned Property. The above indemnification does not include indemnification of the Trust against a claim caused by the negligence or fault of the Trust, its agent or employee, or any third party under the control or supervision of the Trust. The Buyer will do nothing to increase the cost of the remediation.
10. Declaration of Environmental Restriction. The Trust-Owned Property is subject to deed restrictions filed of record as Declarations of Environmental Restriction. The Buyer will not conduct any business on the Trust-Owned Property in violation of any applicable Declaration of Environmental Restriction.
11. Security. The Buyer will maintain the security of the Trust-Owned Property (other than the portions of the Trust-Owned Property used by the Trust) as reasonably sufficient to satisfy the security requirements of the CAO and the Regional Board.
12. Requirement of Approval of the Redevelopment by the City of Willits within 60 days. The agreement is contingent upon written approval by the City of Willits of the agreement as an approved redevelopment of the Trust-Owned Property within 60 days.

The Trust has no preference for one buyer over another one. In fact, the Trust would be willing to sell the Trust-Owned Property to another buyer willing to agree to the material terms.

Both contracts require the written approval by the City of Willits of the agreement as an approved redevelopment of the Trust-Owned Property within 60 days or by July 28, 2015.

Discussion of the Issues

From the Trust's perspective, there is only one issue:
Whether on or before July 28, 2015, the City will approve the redevelopment so as to satisfy the requirements of Section 5.4.2 of the 2011 Final FS?

Previously, the City and the Trust came to an understanding as to whether the buildings at the Facility would be removed. That understanding was memorialized in an April 4, 2008 letter. That understanding was also reiterated in Section 5.4.2 of the Final Feasibility Study for the Facility ("Final FS"). The Final FS was approved by the City and by the Regional Board.

The Trust will not transfer title to the facility for use by the Skunk Train without confirmation that the City approves the transfer and agrees that the Trust will have no obligation to remove any structures at the Facility as specified in Section 5.4.2 of the Final FS. As the Trust understands the Skunk Train's plans, the existing building is a necessary component of the redevelopment.

The Trust will not transfer title to the facility to Mitchell without confirmation by the City that after the sale, the Trust will have no obligation to remove any structures at the Facility as specified in Section 5.4.2 of the Final FS.

Specific Requested Action from the City Council

The Trust is requesting that on or before July 28, 2015, the City approve the redevelopment by either the Skunk Train or Mitchell and agree, in writing that the requirements of Section 5.4.2 of the 2011 Final FS are satisfied as to the Trust and upon the transfer of title of the Trust-Owned Property to the Skunk Train, Mitchell or their affiliate will satisfy the requirement for a "planned and approved redevelopment of the Site" and there will be no obligation for existing Site structures or foundations (or portions of such structures or foundations) to be removed from the Remco Facility by the Trust.

The Trust requests an affirmative written statement from the City that:

On the date title to the Facility passes from AMF Remediation Corp. to the buyer or its affiliate, any obligation created in the Final FS for the Trust to remove the building from the Facility is satisfied. The planned development will satisfy the requirement as to the Trust for a "planned and approved redevelopment of the Site" in the Final FS. There will be no obligation by the Trust to remove existing structures or foundations (or portions of such structures or foundations) at the Remco Facility. The City will not advocate for removal of the building before the Court or before any

Federal or State agency, including but not limited to the U.S. EPA, the Department of Toxic Substances Control or the Regional Board.

Conclusion

The Trust respectfully requests that the City Council approve the redevelopment as discussed above.

The Trust would be pleased to respond to any questions. Anne Farr, the Trustee and Site Project Manager, plans to be present at the June 10, 2015 City Council meeting. In addition, you may direct any questions to Anne Farr or Phil Hunsucker, the Trust's general counsel. Anne's phone number is (916) 781-9375. Phil's phone number is (925) 299-5104.

Very truly yours,
Hunsucker Goodstein PC



Philip C. Hunsucker

PCH:ksp
Encl.
cc: Stuart Block

Appendix A



JACOBSON JAMES & associates, inc	TITLE: HISTORICAL SAMPLE LOCATIONS	DATE: 06/02/15
	LOCATION: WILLITS ENVIRONMENTAL REMEDIATION TRUST FORMER REMCO HYDRAULICS, INC. WILLITS, CALIFORNIA	FIGURE: 1



5.4.2 Building Material Remedial Goals

The Willits Trust will remediate the Site consistent with the existing and any proposed future reuse of the Site. At this time, the Facility is zoned for future commercial and/or industrial reuse. It is not currently known whether or not the existing building or foundations (or portions of such structures or foundations) will be part of the future reuse of the Site. A comprehensive investigation of the Remco Site has been conducted and has not identified any soil conditions underlying the existing buildings and foundations that require remediation. The Remedial Action Plan (RAP) will specify requirements for the handling of building and foundation materials, as well as the evaluation and handling of any soils underlying these structures, should these structures be removed from the Site. These plans will include requirements for characterization and appropriate testing, handling, transporting and disposal of any soils observed (through visual or olfactory evidence) to be impacted.

Unless the planned and approved redevelopment of the Site requires reuse of the existing Site structures or foundations (or portions of such structures or foundations), all above-ground structures on the Site and all foundations not required for implementation of the proposed remedy, will be removed as soon as feasible, but in no event later than fifteen (15) months following approval of the RAP. Foundations (or portions of foundations) necessary for implementation of the proposed remedy, but not required for Site redevelopment, will be removed no later than fifteen (15) months following the final round of injections proposed for the in-situ remediation of VOCs, or otherwise required, as part of the remedy. Areas beneath structures and/or foundations retained at the Site in connection with planned and approved redevelopment, or as required for implementation of the proposed remedy, will be adequately characterized and remediated, consistent with the existing use and any proposed future reuse of the Site.

To be protective of future building occupants, certain portions of the Facility building will be remediated. Certain surfaces within the Facility building (such as girders and concrete floors) have been shown to have been impacted by LBP and hexavalent chromium. Furthermore, certain office and hallway floor tiles, mastic, and taped wallboard joints have been shown to contain non-friable asbestos. Some thermal pipe insulation also contains friable asbestos. The presence of LBP and hexavalent chromium poses a potential risk to humans if

the building were to be used for future commercial or industrial purposes. The asbestos in floor tiles or mastic is non-friable and poses a potential risk only if it is disturbed during renovation or removal. Remediation of the building to address potential future use of the structure is included as part of the overall site remedial effort addressed by this FS.

There are specific ARARs that govern management or abatement of asbestos containing materials (ACM) and LBP. Federal regulations at 40 CFR Part 61 (NESHAPS) govern handling and abatement of ACM. California- (Cal-) Occupational Safety and Health Administration (OSHA) also enforces specific regulations related to handling and removal of ACM (8 CCR 1529). Federal OSHA and Cal-OSHA both regulate worker exposure to LBP during construction activities 29 CFR 1926.62. This regulation covers demolition, removal, surface preparation for painting, renovation, remediation, and routine maintenance.

AMEC Geomatrix, Inc. \\Sac1-fs2\projectf\$\Project\7000s\7177 Willits\FEASIBILITY STUDY\Final FS Report\Text\2011 FS Former Remco_FINAL.docx 47

ECONOMIC DEVELOPMENT ELEMENT

Economic Development Goal:

Foster and maintain a vibrant, diversified, self-sustaining local economy.

Economic Development Policies:

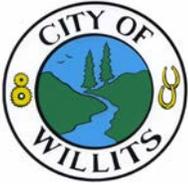
1. Achieve and maintain a balance of jobs and housing in Willits.
2. Designate industrial employment development and downtown revitalization as the City's two most important economic development objectives.
3. Actively recruit new businesses which generate employments while encouraging existing employers to maintain or expand their work forces.
4. Continue to support efforts by local businesses to upgrade the quality of appearance of stores, offices and other commercial enterprises.
5. Continue to facilitate the provision of infrastructure improvements which promote commercial and industrial development.
6. Develop strategies for increasing employment at the Willits Airport.
7. Continue to encourage existing area industries in their efforts to retain and expand their local operations.
8. Utilize zoning and other regulatory mechanisms to prevent encroachment into industrial areas by incompatible land uses.
9. Encourage a diverse range of commercial enterprises to locate within the City in order to strengthen sales tax revenues and expand employment opportunities.

Economic development Implementation Measures

1. Adopt, by December 1993, a Specific Plan for the revitalization of the downtown commercial area. This plan should include provisions for a "Gateway" to Willits in conjunction with the US101 bypass interchange.
2. Continue to initiate efforts to attract new industries to Willits, focusing on businesses which have expressed an interest in the area, including participants in the Solar Energy Expo and Rally and respondents to the Northern California Industrial Development Executives Association advertising campaign.
3. Establish mechanisms for determining the needs and concerns of existing area employers and take action in response to the input received.
4. Utilize the Redevelopment Agency to generate funds for economic development activities.
5. Offer accelerated permit processing for development proposals which will result in the creation of employment opportunities.
6. Continue to cooperate with the Chamber of Commerce and other entities active in local economic development efforts.
7. Initiate and conduct the planning process for the Willits Airport. Ensure that the airport planning process includes participation from Brooktrails, Mendocino County, the Airport

Land Use Commission and other affected jurisdictions and that various alternatives in addition to accelerated commercial development are included in the airport planning process.

8. Adopt, by December 1992, and updated Strategic Marketing Plan which identifies and targets commercial and industrial enterprises that can be attracted to Willits.
9. Develop, by July 1993, a Community Profile of Willits containing information required by industries seeking to relocate to Willits.



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Susie Holmes, Finance Director

Agenda Title: APPROVE CONTRACT FOR PROFESSIONAL SERVICES WITH R.J. RICCIARDI, INC., FOR PREPARATION OF JUNE 30, 2015 AUDITED FINANCIAL STATEMENTS, JUNE 30, 2015 STATE CONTROLLER'S REPORTS, AND 2015 PUBLIC FACILITIES CORPORATION TAX RETURN

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

Summary of Request: The City has utilized the services of R.J. Ricciardi, Inc., since Fiscal Year 2004/05 to provide annual audited financial statements and various other reports for the City and the former RDA. Staff would like to engage the firm for an additional year, to prepare the financial statements for Fiscal Year 2014/15 and for the preparation of the State Controller's report and the Public Facilities Corporation annual tax return (Form 990). The total amount charged this year has an increase of \$2,000 over prior years, based on the time needed for testing, compliance and internal controls related GASB 68 (Recording the unfunded CalPERS liability, this is a one-time fee). The contract also covers review and opinion on supplementary information that may be included with the audit report.

Recommended Action: Approve a contract for professional services with R.J. Ricciardi, Inc., to prepare the City of Willits audited financial statements ending June 30, 2015, the City of Willits State Controller's Report, the City of Willits Single Audit Report, and the Public Facilities Corporation Tax Return.

Alternative(s): None recommended. If the Council wishes to hire a different auditor, staff would prepare an RFP for auditing services and bring alternative proposals to Council for consideration.

Fiscal Impact: Cost to prepare the Audited Financial Statements for the City, the State Controllers Report, the Single Audit Report for the City of Willits, and the Public Facilities Corporation Tax Return for June 30, 2014 would be \$36,500.00, with an additional fee of approximately \$2,000. This cost is budgeted in the General Fund (100). This expense will be cost shared through the cost allocation plan.

Personnel Impact: City staff spends considerable time and effort each year on the annual financial reports. The fact that R.J. Ricciardi, Inc. is familiar with the City's accounting structure will make the process go as smooth as possible, at the least expense.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into this 22nd day of July 2015, by and between the **CITY OF WILLITS**, a general law city ("City") and R.J. Ricciardi, Inc. Certified Public Accountants ("Contractor") whose address is 1000 Fourth Street, Suite 400, San Rafael, CA 94901.

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 Exhibit "A" of this Contract.

D. Contractor has completed audit services for fiscal year ended June 30, 2012 and proposes to continue audit services for fiscal year ending June 30, 2013.

CONTRACT

1. SERVICES TO BE PERFORMED BY CONTRACTOR. Contractor shall perform the services described as "Scope of Work" 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. The Auditors engagement letter is an integral part of this agreement and should be considered in assessing the term of this agreement.

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 December 31, 2013.

3. COMPENSATION. Compensation to be paid to Contractor shall be in accordance with the Schedule of Charges set forth in Exhibit "A", which is attached hereto and incorporated herein by reference. In no event shall Contractor's compensation exceed \$38,500.00 without additional written authorization from the City, as follows:

City of Willits Audited Financial Statements	\$26,000.00
Single Audit Report	\$ 4,000.00
State Controller's Report	\$ 5,000.00
Public Facilities Corp. Tax Return	\$ 1,500.00
GASB 68 related implementation	\$ 2,000.00

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. Contractor reserves the right to suspend or terminate their work. If the Contractor's work is suspended or terminated, the City agrees that the Contractor will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed against the City resulting from the City's failure to meet such deadlines and for any other damages (including consequential damages) incurred as a result of the suspension or termination of the Contractor's work.

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 Contractor's audit documentation 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 except for the Contractor's audit documentation. 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 will hold harmless the City, its agents, officers, elected officials and employees from and against any liability claims, actions, costs, damages or losses, arising from or in connection with, the performance by the Contractor or its agents, officers and employees under this agreement insofar as such performance results from Contractor's negligent, reckless, or willful act or omission. This indemnity does not include claims that arise from any negligent, reckless or willful act or omission of the City.

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 one million dollars (\$1,000,000) 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 One Million Dollars (\$1,000,000) 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 one million dollars (\$1,000,000) 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 subconsultants. The amount of this insurance shall not be less than One Million Dollars (\$1,000,000) 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 insureds 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 such work or operations.

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: R.J. Ricciardi, Inc.
 Certified Public Accountants
 1000 Fourth Street, Suite 400
 San Rafael, CA 94901

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 ATTORNEY'S 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:

Adrienne Moore, City Manager

By: _____

Title _____

Business License # _____

APPROVED AS TO FORM:

ATTEST:

H. James Lance, City Attorney

Cathy Sanders, City Clerk

Attachments: Exhibit A - Scope of Services and Schedule of Charges
 Exhibit B - Certificate of Exemption from Workers'
 Compensation Insurance (if applicable)
 Exhibit C – 1099 Reporting Form (if applicable)

June 10, 2015

Ms. Adrienne Moore, City Manager
City of Willits
111 E Commercial Street
Willits, CA 95490

Dear Ms. Moore:

We are pleased to confirm our understanding of the services we are to provide City of Willits for the year ended June 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the notes to the financial statements, which collectively comprise the basic financial statements, of City of Willits as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), and the statements of revenues, expenditures and changes in fund balance – budget and actual – for the general and major special revenue funds, to accompany City of Willits's basic financial statements. Such information, although not a part of the basic financial statements is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Willits's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any reassurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Statements of revenues, expenditures and changes in fund balance – budget and actual – for the general and major special revenue funds.

We have also been engaged to report on supplementary information other than RSI that accompanies City of Willits's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Combining and individual fund financial statements.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole.

The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* reports on internal control over financial reporting and on compliance and other matter will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our report will be addressed to the Mayor and Members of the City Council of City of Willits. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that

comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards, federal award programs, compliance with laws, regulations, contracts, and grant agreements, and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Willits's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Willits's major programs. The purpose of these procedures will be to express an opinion on the City of Willits's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Willits in conformity with U.S. generally accepted accounting principles and OMB Circular A-133 based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial systems, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us, and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with compliance requirements and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date of the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include

acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date of the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, related notes prior to their issuance and have accepted from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing. Further, we understand that your employees will prepare all information we request in our Client Participation List in the format requested and send it to us 30 days prior to scheduling the audit field work. If you have insufficient personnel or time to prepare these items we can assist you in this area and we will discuss with you the additional time required and estimated fee for these services.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of R.J. Ricciardi, Inc. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of R.J. Ricciardi, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the regulatory agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Michael O'Connor is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our estimated fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our estimated fee, including expenses, will be:

City of Willits	\$26,000
Single Audit	4,000
State Controller's Report	5,000
Public Facilities Corp. Tax Return	1,500

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If additional time is needed for us to assist the City of Willits in the resolution or investigation of accounting errors, discrepancies, or reconciliation issues, assistance in the preparation of schedules, or to reflect in our workpapers corrections to the City of Willits's accounting records made after the start of the engagement, we will perform such additional work at our standard hourly rates indicated below:

Director \$180
Manager \$125
Senior accountant \$100
Staff accountant \$70

Additional time will be needed to test the census data submitted to CALPERS in compliance with GASB 68 and related internal controls as well as reviewing the implementation of the required disclosures. The resulting costs of the additional time cannot be determined accurately at this time but will be billed at the hourly rates noted above. We estimate the additional costs should not exceed \$2,000.

In addition to the estimated fees noted above, we reserve the right to invoice the City at our standard hourly rates time incurred providing information to successor auditors in compliance with SAS. No. 84. Our invoices and related fees for this service will be payable upon presentation.

We reserve the right to suspend or terminate our work if you have failed to fulfill your responsibilities set forth in this engagement letter, and such failure materially interferes with our work. If our work is suspended or terminated because of your failure to fulfill your responsibilities set forth in this engagement letter, you agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any damages (including consequential damages) incurred as a result of the suspension or termination of our work.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Willits, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

R.J. Ricciardi, Inc.

R.J. Ricciardi, Inc.
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Willits:

Officer signature: _____

Title: _____

Date: _____

System Review Report

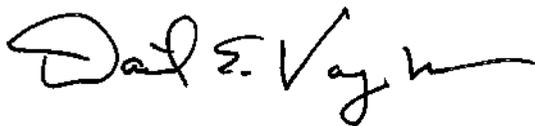
November 27, 2013

To the Shareholders,
R. J. Ricciardi, Inc., Certified Public Accountants,
and the Peer Review Committee of the California Society of CPAs

I have reviewed the system of quality control for the accounting and auditing practice of R. J. Ricciardi, Inc., Certified Public Accountants (the firm) in effect for the year ended May 31, 2013. My peer review was conducted in accordance with Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of my peer review, I considered reviews by regulatory entities, if applicable, in determining the nature and extent of my procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. My responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on my review. The nature, objectives, scope, limitations of, and procedures performed in a System Review are described in the standards at www.aicpa.org/prsumman/.

As required by the standards, engagements selected for review included an audit of an employee benefit plan and engagements performed under *Government Auditing Standards*.

In my opinion, the system of quality control for the accounting and auditing practice of R. J. Ricciardi, Inc., Certified Public Accountants in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. R. J. Ricciardi, Inc., Certified Public Accountants has received a peer review rating of *pass*.



David E. Vaughn, CPA



MENDOCINO COUNTY BOARD OF SUPERVISORS
APPOINTMENT OF INTEREST APPLICATION

Committee Name: Library Advisory Board Date: 7-2-15

Representational Category: Willits City Representative

Name: Nayo Dawn Sicard Phone: 4595909

Address (Per Voter Registration): 484 Raymond Lane Willits

Address (Mailing): same E-mail: SInnshine@yahoo.com

Availability to Attend Meetings:

Night Meetings in willits Day Meetings yes

Ukiah Only Other

Special Expertise, Experience, or Interest in This Area:

Empty lines for special expertise, experience, or interest.

I hereby certify that I am a registered voter in the State of California, County of Mendocino, a citizen of the United States, and will be at least 18 years of age at the time of the next election. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct.

I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests.

Applications will be kept on file for one year.

Signature: Nayo Dawn Sicard Dated: 7-2-15

For Clerk's Use Only

Date Appointed: Term:

Return completed application to: The Mendocino County Clerk of the Board's Office, 501 Low Gap Road, Room 1010, Ukiah, CA 95482, or Fax to (707) 463-7237

CITY OF WILLITS JUL 10 2015 RECEIVED

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
		GENERAL CHECK FORM						
26763	07/02/15	MENDO-LAKE CREDIT UN	104 DIRECT DEPOSIT	350.00	523784	150702		P N H 690.237
26764	07/02/15	AFLAC	4036 125 PLAN POLICY PRE	1,316.28	523785	664263		P N H 690.246
26765	07/02/15	MASSMUTUAL RETIREMEN	4870 DEFERRED COMPENSATI	1,805.18	523786	150702		P N H 690.236
26766	07/02/15	PERS	256 EMPLOYER COMPENSAT	23,186.73	523787	150702		P N H 690.229
26766	07/02/15	PERS	256 EMPLOYEE CONTRIBUTI	7,602.49	523787	150702		P N H 690.230
				30,789.22	*CHECK TOTAL			
26767	07/13/15	RECORDS SYSTEMS ASSO	.09449 CITY FILING SYSTEM	9,870.10	523783	15-16		P N H 100.1002.2055.000
26768	07/14/15	SCOOPS	.09448 OPENING - FOOD ART SH	300.00	523782	150703		P N H 600.601
		GENERAL CHECK FORM		TOTAL	44,430.78			

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
26769	07/15/15	ADLER TANK RENTALS	4977 TANK RENTAL	484.40	523615	4119563		P N W 503.5031.4003.038
26769	07/15/15	ADLER TANK RENTALS	4977 TANK RENTAL	900.00	523616	4114586		P N W 503.5031.4003.038
				1,384.40	*CHECK TOTAL			
26770	07/15/15	ALPHA ANALYTICAL LAB	7 LANDFILL TESTS JUN 18	5,572.75	523630	150630		P N W 213.2133.2061.015
26770	07/15/15	ALPHA ANALYTICAL LAB	7 WATER TESTS JUNE 20	1,024.00	523631	150630		P N W 503.5033.2061.015
26770	07/15/15	ALPHA ANALYTICAL LAB	7 SEWER TESTS JUNE 20	2,176.00	523632	160630		P N W 501.5013.2061.015
				21,772.75	*CHECK TOTAL			
26771	07/15/15	AMERA-CHEM, INC	4375 DRUG ID BIBLE	134.45	523637	56653		P N W 100.1020.2050.000
26772	07/15/15	ANDERSON/JON	4526 PER DIEM	40.00	523774	150714		P N W 100.1020.2106.000
26773	07/15/15	ARAMARK	4443 SHIRT	76.76	523613	16327438		P N W 100.1015.2010.000
26774	07/15/15	AT&T	4123 POLICE DISPATCH	18.27	523633	6772945		P N W 100.1020.2015.000
26775	07/15/15	AT&T	4615 WATER	171.50	523614	150619		P N W 503.5030.2015.000
26776	07/15/15	A TECH	4976 FERRIC CHLORIDE	256.34	523638	10715722		P N W 503.5033.2101.034
26777	07/15/15	AUTO MART	750 VEHICLE MAINT UNIT 253	62.12	523636	956042		P M W 100.1022.2044.000
26778	07/15/15	AUTO MART AUTO REPAI	4791 VEHICLE MAINT UNIT 239	58.53	523634	18929		P M W 100.1022.2044.000
26778	07/15/15	AUTO MART AUTO REPAI	4791 VEHICLE MAINT	67.00	523635	18977		P M W 100.1042.2044.000
				125.53	*CHECK TOTAL			
26779	07/15/15	BELDON/RUSSELL	.09428 WATER DEPOSIT REFUND	42.00	523640	10402430002		P N W 503.111
26780	07/15/15	BOWERS/JOSH	4239 WEBSITE MAINT	399.75	523643	104		P M W 100.1002.2081.030
26781	07/15/15	BROOKTRAILS TOWNSHIP	491 AIRPORT WATER & SEWER	128.37	523641	CIT0001		P N W 500.5001.2111.000
26782	07/15/15	BUD GARMAN CONSTRUCT	4769 EMERG WTR LINE	1,250.00	523642	12-1148		P M W 503.5031.4003.038
26783	07/15/15	CAHILL/ELIZABETH	.09429 WATER DEPOSIT REFUND	23.28	523656	10301190003		P N W 503.111
26784	07/15/15	CALIFORNIA BUILDING	4318 BOARD STANDARD FEE	147.60	523659	150701		P N W 600.605
26785	07/15/15	CALIFORNIA POLICE CH	4454 ANNUAL DUES FY 15/16	315.00	523653	1584		P N W 100.1020.2050.000
26786	07/15/15	CALSTAR	4978 MEMBERSHIP	910.00	523661	COW63015		P N W 690.251
26787	07/15/15	CANON SOLUTIONS AMER	4784 COPIER USAGE	136.63	523663	15105215		P N W 100.1042.2095.000
26787	07/15/15	CANON SOLUTIONS AMER	4784 COPIER USAGE	136.62	523663	15105215		P N W 100.1040.2095.000
				273.25	*CHECK TOTAL			
26788	07/15/15	CERATTO/MICHAEL	4787 WCAC JANITORIAL SVC	120.00	523660	932603		P M W 600.601

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT
GENERAL CHECK FORM									
26789	07/15/15	CHOLLY VETERINARY SE	4878 K-9 CARE	93.82	523645	107962		P M W	661.6610.2199.000
26790	07/15/15	CLEARLY MENDOCINO WA	4221 WATER JUNE 2015	90.00	523652	150630		P M W	100.1020.2199.000
26791	07/15/15	COAST HARDWARE	31 MONTHLY STATEMENT	64.29	523647	150630		P N W	100.1022.2101.031
26791	07/15/15	COAST HARDWARE	31 MONTHLY STATEMENT	22.70	523647	150630		P N W	100.1050.2101.045
26791	07/15/15	COAST HARDWARE	31 MONTHLY STATEMENT	48.65	523647	150630		P N W	501.5013.2045.000
26791	07/15/15	COAST HARDWARE	31 MONTHLY STATEMENT	34.55	523647	150630		P N W	501.5013.2041.000
26791	07/15/15	COAST HARDWARE	31 MONTHLY STATEMENT	64.06	523647	150630		P N W	503.5031.4003.038
26791	07/15/15	COAST HARDWARE	31 MONTHLY STATEMENT	124.04	523647	150630		P N W	100.1020.2199.000
26791	07/15/15	COAST HARDWARE	31 MONTHLY STATEMENT	17.28	523647	150630		P N W	100.1022.2044.000
				375.57	*CHECK TOTAL				
26792	07/15/15	COASTLAND ENGINEERIN	4145 BLDG DEPT SERVICES	2,490.00	523646	37716		P N W	100.1015.2081.030
26793	07/15/15	COMCAST	4575 CITY HALL INTERNET	133.65	523658	150704		P N W	100.1003.2041.000
26794	07/15/15	COMPUTER WORKS OF UK	4230 IT SERVICES	327.29	523662	3607		P M W	100.1003.2081.030
26795	07/15/15	COPWARE	4456 LEGAL SOURCEBOOK	400.00	523651	83046		P N W	100.1020.2050.000
26796	07/15/15	COUNTY OF MENDOCINO	33 JC ELEC SVC MAR 2015	725.91	523648	2015-3		P N W	100.1020.2110.000
26796	07/15/15	COUNTY OF MENDOCINO	33 JC WATER SVC MAR 2015	90.00	523648	2015-3		P N W	100.1020.2110.000
26796	07/15/15	COUNTY OF MENDOCINO	33 JC GARBAGE SVC MAR 201	78.50	523648	2015-3		P N W	100.1020.2110.000
26796	07/15/15	COUNTY OF MENDOCINO	33 JC ELEC SVC APR 2015	697.27	523649	2015-4		P N W	100.1020.2110.000
26796	07/15/15	COUNTY OF MENDOCINO	33 JC WATER SVC APR 2015	90.00	523649	2015-4		P N W	100.1020.2110.000
26796	07/15/15	COUNTY OF MENDOCINO	33 JC GARBAGE SVC APR 201	78.50	523649	2015-4		P N W	100.1020.2110.000
26796	07/15/15	COUNTY OF MENDOCINO	33 JC ELEC SVC MAY 2015	905.31	523650	2015-5		P N W	100.1020.2110.000
26796	07/15/15	COUNTY OF MENDOCINO	33 JC WATER SVC MAY 2015	107.28	523650	2015-5		P N W	100.1020.2110.000
26796	07/15/15	COUNTY OF MENDOCINO	33 JC GARBAGE SVC MAY 201	78.50	523650	2015-5		P N W	100.1020.2110.000
				2,851.27	*CHECK TOTAL				
26797	07/15/15	COUNTY OF MENDOCINO	197 COURT/STATE FEES PARKI	25.00	523654	150624		P N W	100.1020.2081.030
26798	07/15/15	COUNTY OF MENDOCINO	4133 MO SVC AGREE JUNE 201	660.00	523655	20156-2		P N W	100.1020.2081.030
26798	07/15/15	COUNTY OF MENDOCINO	4133 HOURLY SUPPORT JUNE 2	207.29	523655	20156-2		P N W	100.1020.2081.030
26798	07/15/15	COUNTY OF MENDOCINO	4133 SERVICE CREDIT	207.29CR	523655	20156-2		P N W	100.1020.2081.030
				660.00	*CHECK TOTAL				
26799	07/15/15	CURRY'S DISCOUNT INC	4198 OFFICE SUPPLIES	756.08	523657	150630		P N W	100.1002.2055.000
26799	07/15/15	CURRY'S DISCOUNT INC	4198 JANITORIAL SUPPLIES	438.67	523657	150630		P N W	100.1016.2025.000
26799	07/15/15	CURRY'S DISCOUNT INC	4198 JANITORIAL SUPPLIES	274.99	523657	150630		P N W	600.601
26799	07/15/15	CURRY'S DISCOUNT INC	4198 JANITORIAL SUPPLIES	139.09	523657	150630		P N W	100.1050.2101.045
26799	07/15/15	CURRY'S DISCOUNT INC	4198 OFFICE SUPPLIES	31.28	523657	150630		P N W	100.1042.2041.000
26799	07/15/15	CURRY'S DISCOUNT INC	4198 OFFICE SUPPLIES	31.28	523657	150630		P N W	100.1040.2055.000
26799	07/15/15	CURRY'S DISCOUNT INC	4198 BUDGET BINDERS	62.80	523657	150630		P N W	100.1003.2055.000
				1,734.19	*CHECK TOTAL				

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
26800	07/15/15	DEEP VALLEY SECURITY	40 POLICE ALARM SYS JUL2	140.00	523666	279367		P N W 100.1020.2081.030
26800	07/15/15	DEEP VALLEY SECURITY	40 SECURITY	43.95	523667	279551		P N W 100.1040.2081.030
26800	07/15/15	DEEP VALLEY SECURITY	40 SECURITY	43.95	523667	279551		P N W 100.1042.2081.030
				227.90	*CHECK TOTAL			
26801	07/15/15	DISCOVERY OFFICE SYS	4244 SERVICE CONTRACT	459.43	523665	55E1265171		P N W 100.1020.2041.000
26802	07/15/15	DIV. OF THE STATE AR	4796 DISABILITY ACCESS & EDU	6.60	523664	150715		P N W 600.614
26803	07/15/15	DONAHUE/JAKE	4338 PER DIEM	40.00	523775	150714		P N W 100.1020.2106.000
26804	07/15/15	EEL RIVER FUELS	28 FUEL	1,047.69	523670	410197		P N W 100.125
26804	07/15/15	EEL RIVER FUELS	28 DIESEL FUEL	971.97	523671	410196		P N W 100.126
26804	07/15/15	EEL RIVER FUELS	28 FUEL	1,489.50	523672	409290		P N W 100.125
26804	07/15/15	EEL RIVER FUELS	28 DIESEL FUEL	216.27	523673	409291		P N W 100.126
26804	07/15/15	EEL RIVER FUELS	28 DIESEL FUEL	161.96	523674	407020		P N W 100.126
26804	07/15/15	EEL RIVER FUELS	28 FUEL	1,210.97	523675	407021		P N W 100.125
				5,098.36	*CHECK TOTAL			
26805	07/15/15	ELLIOTT/TAMI	.09430 WATER DEPOSIT REFUND	64.27	523669	10403800004		P N W 503.111
26806	07/15/15	FORD/JOHN	369 LAND LEASE	2,500.00	523679	150701		P M W 501.5013.2096.000
26807	07/15/15	FORT BRAGG ELECTRIC	4178 EMERG WTR LINE	992.68	523680	276455		P N W 503.5031.4003.038
26808	07/15/15	FOUTZ/KELLY	.09431 WATER DEPOSIT REFUND	32.00	523678	150731		P N W 503.111
26809	07/15/15	FRYMAN SEPTIC TANK S	56 PORTABLE TOILET	50.00	523676	902916		P M W 503.5031.4003.001
26809	07/15/15	FRYMAN SEPTIC TANK S	56 PORTABLE TOILET	138.13	523677	902915		P M W 503.5031.4003.001
				188.13	*CHECK TOTAL			
26810	07/15/15	GEARY, SHEA, ODONNEL	4721 BROOKTRAILS LEGAL	3,815.09	523682	39456		P M W 501.5017.6001.000
26811	07/15/15	GOLDEN STATE OVERNIG	4728 EVIDENCE SHIPPING	19.52	523681	2853650		P N W 100.1022.2101.031
26812	07/15/15	GRAINGER	173 PULL BOX ENCLS SCREW	44.22	523683	9772017829		P M W 503.5031.4003.038
26813	07/15/15	HDS WHITE CAP CONST	4399 WASHER	162.19	523685	50002915111		P N W 503.5031.4003.038
26814	07/15/15	HEIKEN/ERIK	4342 PER DIEM	40.00	523776	150714		P N W 100.1020.2106.000
26815	07/15/15	HELD/HEIDI	.09432 WATER DEPOSIT REFUND	71.47	523684	10403190003		P N W 503.111
26816	07/15/15	INCERTI/NANCY	.09434 WATER DEPOSIT REFUND	15.29	523686	10400520014		P N W 503.111
26817	07/15/15	JD REDHOUSE	4223 K-9 SUPPLIES	137.26	523687	150630		P N W 651.6510.2199.000
26818	07/15/15	JDS	4324 PARKING CITATION ADMI	100.00	523688	5410		P N W 100.1020.2081.030

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
26819	07/15/15	JOAQUIN/ANTHONY	.09435 WATER DEPOSIT REFUND	61.52	523689	10404970004		P N W 503.111
26820	07/15/15	KILLION/FRED	4607 CITY HALL JANITORIAL	800.00	523695	150710		P M W 100.1016.2061.020
26821	07/15/15	L.N. CURTIS & SONS	4716 BALLISTIC VEST	849.86	523693	1358189-00		P N W 100.1022.2101.033
26822	07/15/15	LANCE/JAMES H.	4054 LEGAL SERVICES	5,145.00	523691	3117		P M W 100.1004.2081.030
26822	07/15/15	LANCE/JAMES H.	4054 KEEP THE CODE LEGAL	1,360.00	523692	3118		P M W 100.1004.2081.030
				6,505.00	*CHECK TOTAL			
26823	07/15/15	LYLY'S RADIATORS AND	4979 VEHICLE MAINT	60.00	523694	28079		P N W 100.1041.2041.000
26824	07/15/15	MARTIN'S ELECTRIC	4795 EQUIP REPAIR	205.56	523704	20334		P N W 501.5015.2041.000
26825	07/15/15	MCC CONTROL SYSTEMS	4682 EMERG WTR LINE	32,000.00	523699	2001827		P N W 503.5031.4003.038
26826	07/15/15	MENDO LAKE STAFFING	4980 CONTRACT SERVICES	803.52	523701	58293		P N W 100.1050.2081.030
26826	07/15/15	MENDO LAKE STAFFING	4980 CONTRACT SERVICES	1,060.91	523702	58314		P N W 100.1050.2081.030
26826	07/15/15	MENDO LAKE STAFFING	4980 CONTRACT SERVICES	1,117.41	523703	58347		P N W 100.1050.2081.030
				2,981.84	*CHECK TOTAL			
26827	07/15/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	73.08	523697	150630		P N W 100.1016.2045.000
26827	07/15/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	2.58	523697	150630		P N W 100.1016.2025.000
26827	07/15/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	81.06	523697	150630		P N W 100.1041.2041.000
26827	07/15/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	7.19	523697	150630		P N W 100.1042.2041.000
26827	07/15/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	26.27	523697	150630		P N W 100.1050.2101.045
26827	07/15/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	16.59	523697	150630		P N W 201.2011.2041.000
26827	07/15/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	63.29	523697	150630		P N W 201.2011.2101.045
26827	07/15/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	179.75	523697	150630		P N W 501.5011.2041.000
26827	07/15/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	423.21	523697	150630		P N W 501.5013.2041.000
26827	07/15/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	34.59	523697	150630		P N W 503.5031.4003.001
26827	07/15/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	152.95	523697	150630		P N W 503.5031.2041.000
26827	07/15/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	4,690.72	523697	150630		P N W 503.5031.4003.038
26827	07/15/15	MENDO MILL & LUMBER	101 MONTHLY STATEMENT	16.91	523697	150630		P N W 503.5033.2041.000
				5,768.19	*CHECK TOTAL			
26828	07/15/15	MENDOCINO COUNTY FAR	52 DUSTOFF ANTICORROSI	1,724.59	523700	414966		P N W 503.5033.2101.038
26829	07/15/15	MUNICIPAL MAINTENANC	4305 TOGGLE SWITCH	35.69	523698	0102079-IN		P N W 501.5013.2041.000
26830	07/15/15	MUZZY/JULIE	.09436 WATER DEPOSIT REFUND	58.87	523696	10103980003		P N W 503.111
26831	07/15/15	NOR-CAL RECYCLED ROC	4067 CONCRETE	767.00	523705	9976		P N W 503.5031.4003.038
26831	07/15/15	NOR-CAL RECYCLED ROC	4067 UNWASHED CRUSHED SAND	367.82	523706	9991		P N W 503.5031.4003.001
				1,134.82	*CHECK TOTAL			
26832	07/15/15	NTU TECHNOLOGIES	211 WATER PLANT CHEMIC	16,353.00	523707	9089		P N W 503.5033.2101.034

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
26833	07/15/15	P G & E COMPANY	114 CITY HALL	1,912.90	523709	150628		P N W 100.1016.2110.000
26833	07/15/15	P G & E COMPANY	114 PD RADIO	9.53	523709	150628		P N W 100.1020.2110.000
26833	07/15/15	P G & E COMPANY	114 PUBLIC WORKS	252.15	523709	150628		P N W 100.1040.2110.000
26833	07/15/15	P G & E COMPANY	114 ENGINEERING	126.33	523709	150628		P N W 100.1042.2110.000
26833	07/15/15	P G & E COMPANY	114 PARKS	1,471.19	523709	150628		P N W 100.1050.2110.000
26833	07/15/15	P G & E COMPANY	114 STREET LIGHTS	5,477.10	523709	150628		P N W 201.2010.2110.000
26833	07/15/15	P G & E COMPANY	114 AIRPORT	387.97	523709	150628		P N W 500.5001.2110.000
26833	07/15/15	P G & E COMPANY	114 SP COLLECTION	48.81	523709	150628		P N W 501.5011.2110.000
26833	07/15/15	P G & E COMPANY	114 SEWER PLANT	15,949.43	523709	150628		P N W 501.5013.2110.000
26833	07/15/15	P G & E COMPANY	114 WATER PLANT	1,588.25	523709	150628		P N W 503.5033.2110.000
				27,223.66	*CHECK TOTAL			
26834	07/15/15	PACIFIC INTERNET INC	1442 DOMAIN NAME RENEWAL	25.00	523778	332243		P N W 100.1003.2041.000
26835	07/15/15	PACIFIC TELEMANAGEMENT	4767 AIRPORT PAYPHONE	50.00	523716	760602		P M W 500.5001.2110.000
26836	07/15/15	PARMENTER/ANDREW	.09437 WATER DEPOSIT REFUND	42.00	523708	10101600004		P N W 503.111
26837	07/15/15	PERPETUAL ENERGY SYS	4254 WATER PLANT SOLAR	28,096.38	523715	WIL-1506		P N W 503.5033.2110.000
26838	07/15/15	PITNEY BOWES	4494 POSTAGE METER RENTAL	195.57	523717	510947		P N W 100.1020.2095.000
26838	07/15/15	PITNEY BOWES	4494 INK	141.51	523777	599175		P N W 100.1002.2055.000
				337.08	*CHECK TOTAL			
26839	07/15/15	PLATT	4506 SMALL DIES	887.91	523710	H024148		P N W 503.5031.4003.038
26839	07/15/15	PLATT	4506 WASHER/NUT/WEDGE	352.63	523711	H036459		P N W 503.5031.4003.038
26839	07/15/15	PLATT	4506 SQ BASE	1,347.77	523712	H024248		P N W 503.5031.4003.038
26839	07/15/15	PLATT	4506 CONDUIT/DIES/CUTTER	361.79	523713	H024107		P N W 503.5031.4003.038
26839	07/15/15	PLATT	4506 GUTTER	287.06	523714	H088545		P N W 503.5031.4003.038
				3,237.16	*CHECK TOTAL			
26840	07/15/15	PROELIA	.09447 TUITION/ANDERSON	115.00	523773	150714		P N W 100.1020.2106.000
26840	07/15/15	PROELIA	.09447 TUITION/DONAHUE	115.00	523773	150714		P N W 100.1020.2106.000
26840	07/15/15	PROELIA	.09447 TUITION/HEIKEN	115.00	523773	150714		P N W 100.1020.2106.000
				345.00	*CHECK TOTAL			
26841	07/15/15	QUARLES/MARJORIE	.09438 WATER DEPOSIT REFUND	50.68	523718	10400620007		P N W 503.111
26842	07/15/15	R E M I F	135 EAP INS PREMIUM JULY2	138.72	523719	150801		P N W 690.231
26842	07/15/15	R E M I F	135 LIFE INS PREMIUM	490.33	523719	150801		P N W 690.231
26842	07/15/15	R E M I F	135 ANNUAL PREMIUMS	105,058.00	523724	150706		P N W 100.1002.2031.000
26842	07/15/15	R E M I F	135 1ST QTR WC PREMIUM	40,550.00	523725	150706		P N W 690.228
				146,237.05	*CHECK TOTAL			
26843	07/15/15	RAMSEY/DAN	4773 AIRPORT MGMT SERVIC	1,833.00	523723	150630		P M W 501.5011.2081.030
26844	07/15/15	REDWOOD TOXICOLOGY I	291 LAB SCREENING	90.75	523720	193020156		P N W 100.1020.2061.014

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
26845	07/15/15	RODRIGUEZ/ROGELIO	.09439 WATER DEPOSIT REFUND	20.58	523722	10202304505		P N W 503.111
26846	07/15/15	ROUND TREE GLASS INC	138 LEXAN, BLACK WINDOW #2	77.85	523721	65257		P M W 100.1022.2044.000
26847	07/15/15	SCHLEGEL/GARRETT	.09441 WATER DEPOSIT REFUND	64.69	523729	10402804005		P N W 503.111
26848	07/15/15	SCHLEUDER/JULIANNA	.09440 WATER DEPOSIT REFUND	24.85	523728	10103960003		P N W 503.111
26849	07/15/15	SCOTT'S TANKS	4275 CAM LOCK FITTING	35.48	523730	33696		P M W 501.5015.2041.000
26850	07/15/15	SIERRA VIEW LANDSCAP	4712 WETLAND MITIGATION	4,680.00	523734	13063-6		P N W 501.5013.2081.030
26851	07/15/15	SLEEPER/JED	4981 CLOCK/BATTERY	17.28	523736	A350206		P N W 100.1030.2101.045
26852	07/15/15	SOLID WASTE OF WILLI	330 SEWER PLANT BIN SERVI	216.02	523731	97		P M W 501.5013.2199.000
26852	07/15/15	SOLID WASTE OF WILLI	330 DISPOSAL FEES	18.00	523733	12		P M W 503.5031.4003.038
				234.02	*CHECK TOTAL			
26853	07/15/15	SPARETIME SUPPLY INC	124 BURLAP BAGS	22.92	523732	33085		P N W 503.5031.2041.000
26854	07/15/15	STATE BOARD OF EQUAL	4317 USE TAX 2ND QTR 2015	15.00	523743	150714		P N W 100.1005.2199.000
26854	07/15/15	STATE BOARD OF EQUAL	4317 USE TAX 2ND QTR 2015	8.00	523743	150714		P N W 100.1040.2055.000
26854	07/15/15	STATE BOARD OF EQUAL	4317 USE TAX 2ND QTR 2015	4.00	523743	150714		P N W 100.1042.2101.045
26854	07/15/15	STATE BOARD OF EQUAL	4317 USE TAX 2ND QTR 2015	15.00	523743	150714		P N W 202.2020.2101.045
26854	07/15/15	STATE BOARD OF EQUAL	4317 USE TAX 2ND QTR 2015	5.00	523743	150714		P N W 501.5013.2010.000
26854	07/15/15	STATE BOARD OF EQUAL	4317 USE TAX 2ND QTR 2015	153.00	523743	150714		P N W 501.5013.2041.000
26854	07/15/15	STATE BOARD OF EQUAL	4317 USE TAX 2ND QTR 2015	1.00	523743	150714		P N W 501.5013.2101.033
26854	07/15/15	STATE BOARD OF EQUAL	4317 USE TAX 2ND QTR 2015	11.00	523743	150714		P N W 503.5033.2055.000
				212.00	*CHECK TOTAL			
26855	07/15/15	STATE DEPT OF CONSER	275 STRONG MOTION IMPACT	891.46	523668	150701		P N W 600.605
26856	07/15/15	STATE OF CALIFORNIA	843 DUI ANALYSIS JUNE 2015	70.00	523726	111142		P N W 100.1020.2061.014
26856	07/15/15	STATE OF CALIFORNIA	843 LIVESCAN	96.00	523727	107336		P N W 100.1005.2061.013
				166.00	*CHECK TOTAL			
26857	07/15/15	STATE WATER RES CONT	468 GRADE II TEST CALDWEL	180.00	523735	150715		P N W 501.5013.2001.002
26858	07/15/15	STUBBERFIELD/JACOB	4897 CONCESSION SUPPLIES	80.58	523737	962744		P N W 100.1030.6236.000
26858	07/15/15	STUBBERFIELD/JACOB	4897 TRASH BAGS	32.42	523738	J25897		P N W 100.1030.2101.045
26858	07/15/15	STUBBERFIELD/JACOB	4897 CONCESSION SUPPLIES	59.71	523739	150701		P N W 100.1030.6236.000
26858	07/15/15	STUBBERFIELD/JACOB	4897 CONCESSION SUPPLIES	63.08	523740	696075		P N W 100.1030.6236.000
26858	07/15/15	STUBBERFIELD/JACOB	4897 CONCESSION SUPPLIES	77.23	523741	750290		P N W 100.1030.6236.000
26858	07/15/15	STUBBERFIELD/JACOB	4897 ROPE/BOLT	83.97	523742	J31009		P N W 100.1030.2101.045
				396.99	*CHECK TOTAL			
26859	07/15/15	THIRD DEGREE COMMUNI	.09445 TUITION	225.00	523747	4457		P N W 100.1020.2106.000

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
26860	07/15/15	THOMAS/VIRGINIA	.09444 WATER DEPOSIT REFUND	42.00	523746	10101050001		P N W 503.111
26861	07/15/15	THOMSON REUTERS - WE	4122 LEGAL UPDATES	424.64	523749	832101802		P N W 100.1004.2050.000
26862	07/15/15	TOSHIBA	4263 CITY HALL	951.67	523779	150706		P N W 100.1002.2095.000
26862	07/15/15	TOSHIBA	4263 PLANNING	67.10	523779	150706		P N W 100.1010.2055.000
26862	07/15/15	TOSHIBA	4263 CODE ENF	67.10	523779	150706		P N W 100.1015.2055.000
26862	07/15/15	TOSHIBA	4263 BUILDING	67.10	523779	150706		P N W 100.1015.2055.000
26862	07/15/15	TOSHIBA	4263 SA	67.10	523779	150706		P N W 265.2650.2055.000
				1,220.07	*CHECK TOTAL			
26863	07/15/15	TRAVIS/WILLIAM	.09442 WATER DEPOSIT REFUND	35.33	523744	10402803010		P N W 503.111
26864	07/15/15	TUTTLE/NATALIE	.09443 WATER DEPOSIT REFUND	68.83	523745	10400902010		P N W 503.111
26865	07/15/15	U.S. IDENTIFICATION	4463 ID MANUAL UPDATE SERVI	89.92	523750	186978		P N W 100.1020.2050.000
26866	07/15/15	UKIAH DAILY JOURNAL	162 LEGAL AD	30.00	523758	890344		P M W 100.1005.2091.000
26867	07/15/15	UNIVAR USA INC	655 FERRIC CHLORIDE	1,814.70	523748	SJ691434		P N W 503.5033.2101.034
26868	07/15/15	UTILITY SUPPLY OF AM	3997 GAUGE/BACKFLOW PREVEN	846.83	523751	681452		P N W 503.5031.4003.038
26869	07/15/15	VENEGAS/JOSE	4885 SEAT COVER UNIT 153	450.00	523752	203049		P M W 100.1041.2041.000
26870	07/15/15	WARNOCK/SCOTT	4498 BACKGROUND INVESTIGAT	749.65	523753	201367		P N W 100.1005.2061.013
26871	07/15/15	WATER SURPLUS	4880 VALVE	1,638.52	523771	21006452		P N W 503.5031.4003.038
26872	07/15/15	WEBB/KATHY	.09446 WATER DEPOSIT REFUND	23.23	523755	10403000007		P N W 503.111
26873	07/15/15	WEEKS DRILLING & PUM	4982 EMERG WATER LINE	95,707.78	523772	341750BB		P N W 503.5031.4003.038
26874	07/15/15	WILLITS KIDS CLUB	3981 PAYROLL DEDUCTION	20.00	523754	150702		P N W 690.248
26875	07/15/15	WILLITS NEWS	179 LEGAL AD	113.78	523756	885250		P N W 100.1010.2090.000
26875	07/15/15	WILLITS NEWS	179 LEGAL AD	46.80	523756	885250		P N W 100.1030.2101.045
26875	07/15/15	WILLITS NEWS	179 LEGAL AD	214.48	523757	885249		P N W 100.1005.2091.000
				375.06	*CHECK TOTAL			
26876	07/15/15	WILLITS ONLINE LLC	4108 WCAC INTERNET	52.03	523769	405721		P N W 600.601
26876	07/15/15	WILLITS ONLINE LLC	4108 SEWER INTERNET	189.00	523780	406097		P N W 501.5010.2199.000
				241.03	*CHECK TOTAL			
26877	07/15/15	WILLITS POWER	1245 BIKE HANDLE	248.67	523759	315936		P M W 100.1050.2101.045
26877	07/15/15	WILLITS POWER	1245 BIKE HANDLE	248.67	523759	315936		P M W 201.2012.2101.045
26877	07/15/15	WILLITS POWER	1245 HELMET	145.96	523760	317275		P M W 503.5031.4003.038
26877	07/15/15	WILLITS POWER	1245 PLUG	72.44	523761	317222		P M W 503.5031.4003.038

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
26877	07/15/15	WILLITS POWER	1245 TRIM LINE	19.44	523762	318282		P M W 501.5013.2045.000
26877	07/15/15	WILLITS POWER	1245 GAL MIX/NO SPILL GAS T	37.81	523763	318573		P M W 201.2011.2041.000
26877	07/15/15	WILLITS POWER	1245 WEED WACKER TWINE	66.77	523764	318758		P M W 100.1041.2041.000
26877	07/15/15	WILLITS POWER	1245 BRUSHCUTTER	890.80	523765	318819		P M W 500.5001.2041.000
26877	07/15/15	WILLITS POWER	1245 TRIM LINE	90.79	523766	319188		P M W 501.5013.2081.030
				1,821.35	*CHECK TOTAL			
26878	07/15/15	WILLITS RENTAL CENTE	4100 CONCRETE VIBRATOR	155.00	523767	1500208		P N W 503.5031.4003.038
26878	07/15/15	WILLITS RENTAL CENTE	4100 EXCAVATOR/FUEL	742.27	523768	1500140		P N W 503.5031.2101.035
				897.27	*CHECK TOTAL			
26879	07/15/15	WIPF/ERNEST	1032 VACTOR POT HOLES DE	1,625.00	523770	36947		P M W 503.5031.4003.001
26880	07/15/15	XEROX BUSINESS SERVI	4947 MONTHLY NEW VISION	3,748.69	523781	1170142		P N W 100.1003.2041.000
GENERAL CHECK FORM								
			TOTAL	446,072.29				

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

DATE: June 30, 2015

TO:

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

FROM:

Building Department, City of Willits

RE:

Permit Completion for Month of June, 2015

PARCEL#	WORK DONE	ADDRESS	VALUE	DATE	PERMIT #
The following permits were issued.					
005-215-13	Tearoff reroof	190 Pearl St.	\$3,000	6/03/15	8371
007-280-14	Replace elect. service panel	204 Bonnie Ln.	1,000	6/03/15	8372
006-240-07	5kw roof mount PV solar array	100 Baechtel Rd.	13,500	6/03/15	8373
006-182-30	Overlay reroof	261 Franklin Ave.	14,000	6/04/15	8374
007-180-20	Install vegetable prep sink	1661 S. Main St.	350	6/04/15	8375
005-181-14	Repair fire damage	11 Maple St.	50,000	6/08/15	8376
007-210-23	15,600 sq ft medical office bldg.	3 Marcela Dr.	1,755,000	6/09/15	8377
007-091-01	Replace sign	1411 S. Main St.	3,000	6/09/15	8378
007-280-14	Replace shower	204 Bonnie Ln.	2,000	6/10/15	8379
005-202-03	3kw roof mount PV solar array	214 E. Valley St.	13,500	6/11/15	8380
005-110-18	Reinforce cell tower and add 3 antennae	280 E. Commercial St.	20,000	6/12/15	8381
006-225-26	Tearoff reroof	286 School St.	4,500	6/15/15	8382
005-150-06	Split unit HVAC unit	110 N. Main St.	3,000	6/16/15	8383
007-120-17	Underground site utilities	1490 Baechtel Rd.	5,000	6/18/15	8384
007-020-02	4950 sq ft storage bldg	420 E. Commercial St.	198,000	6/19/15	8385
005-212-19	Replace elect. service panel	157 E. Van Lane	1,000	6/19/15	8386

007-291-24	Tearoff reroof	104 Margie Dr.	3,000	6/22/15	8387
005-215-21	Metal carport	183 E. Mendocino Ave.	2,000	6/23/15	8388
005-130-17	Fire sprinklers/lumber shed	305 E. Commercial St.	33,000	6/24/15	8389
007-232-23	Const. new 2311 sq ft house	195 Haehl Creek Ct.	320,135	6/24/15	8390
007-232-40	Const. new 2046 sq ft house	413 Grove St.	288,750	6/24/15	8391
007-210-23	Onsite and offsite improvements	3 Marcela Dr.	262,000	6/29/15	8392
006-210-27	Replace elect. service panel	1155 Blosser Lane	2,500	6/29/15	8393
COMPLETED PROJECTS					
007-120-17	Entry gates and retaining wall.	1490 Baechtel Rd.	\$10,500	8/05/15	8276
007-280-14	Replace elect. service panel	204 Bonnie Ln.	1,000	6/3/15	8372
006-240-07	5kw roof mount solar array	100 Baechtel Rd.	13,500	6/3/15	8373
005-100-15	Tearoff reroof	78 Hillside Dr.	3,500	5/27/15	8368
005-142-01	Overlay reroof	106 State St.	1,500	8/17/11	7583
007-232-08	Const. new 2311 sq. ft. residence	170 Haehl Creek Dr.	334,535	10/28/14	8289
006-062-25	Concrete loading dock	661 Railroad Ave.	50,000	4/07/15	8347
007-291-27	Demo illegal const.	220 Margie Dr.	2,500	5/28/15	8370
005-241-22	Tearoff reroof	490 Redwood Ave.	3,500	5/27/15	8369
005-202-03	3kw rooftop PV solar array	214 E. Valley St.	13,500	6/11/15	8380
005-222-04	Repair termite damage	65 W. Van Ln.	10,000	5/26/15	8367
006-044-09	Tearoff reroof	179 W. Valley St.	3,500	6/30/14	8255
006-042-10	Install nonbearing partition	16 W. Valley St.	3,500	9/29/14	8276
005-149-3,6,9	Demo fire damage	255 E. Commercial St.	32,000	3/24/15	8340
005-149-10	Repair stair to 2 nd fl. Apartment	255 E. Commercial St.	1,200	9/05/13	8143
005-149-10	Restore detached apartment	255 E. Commercial St.	23,500	9/05/13	8144
005-149-10	Correct code violations	255 E. Commercial St.	4,500	11/15/13	8168
005-120-13	Int. office remodel	330 E. Commercial St.	5,000	4/16/14	8215
005-190-20	Replace HVAC unit	251 S. Lenore Ave.	1,000	5/4/15	8360
005-215-12	Replace siding	150 Madden Lane	5,500	9/12/13	8146
005-222-11	160 sq ft patio roof	42 S. Main St.	4,000	3/13/15	8336
005-214-12	Shore masonry arch	225 S. Main St.	3,100	6/25/14	8253
007-110-05	Demolish illegal construction	1484 S. Main St.	2,500	3/26/15	8342
005-181-14	Temp power, fire damage repair	11 Maple St.	1,500	12/16/15	8310
005-222-17	Replace windows	60 W. Mendocino Ave.	4,800	9/30/14	8278
005-215-09	Overlay reroof	163 W. Mendocino Ave.	2,000	9/29/14	8277
005-215-08	Tearoff reroof	155 E. Mendocino Ave.	3,500	4/02/15	8345
005-150-49	Kitchen remodel	39 Mill Creek Dr.	6,000	4/13/15	8353

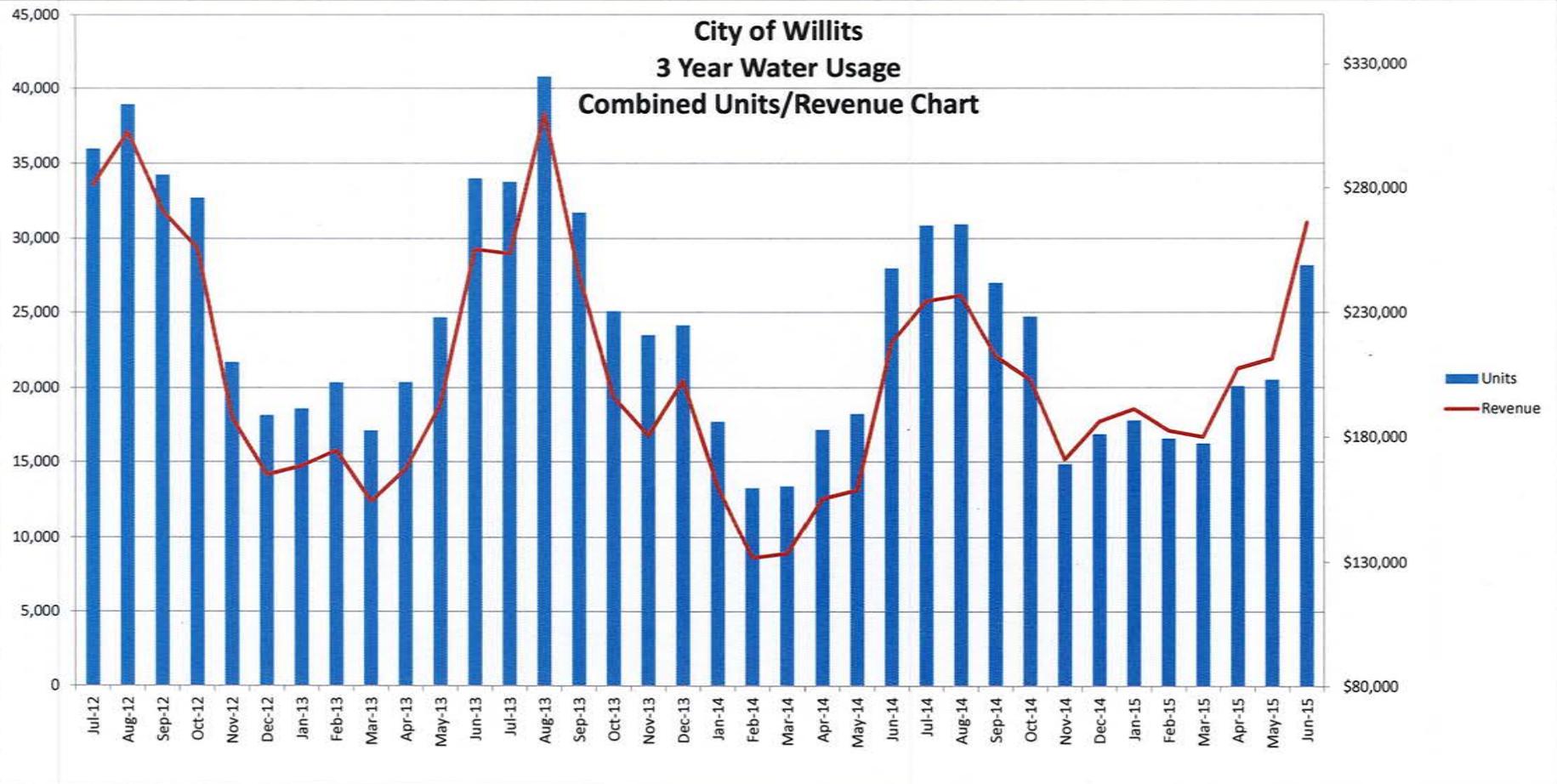
006-131-09	Tearoff reroof	35 W. Oak St.	2,500	10/06/14	8283
005-215-13	Tearoff reroof	190 Pearl St.	3,000	6/03/15	8371
005-232-05	Kitchen remodel	265 Redwood Ave.	20,000	1/09/15	8314
006-225-26	Tearoff reroof	286 School St.	4,500	6/15/15	8382
005-141-02	Demolish SFD	24 State St.	5,000	1/20/15	8315
005-212-19	Replace elect. service panel	157 E. Van Lane	1,000	6/19/15	8386

John Sherman
City of Willits Building Inspector

New Business License - June 2015

<i>BL#</i>	<i>Name</i>	<i>Owner</i>	<i>Address</i>	<i>Date Issued</i>	<i>Type of Bussiness</i>
6467	Balancing Bodyworks by Tallia Holley	Tallia Holley	618 S Main St	6/3/2015	Massage/Bodywork Engineering & Environmental
6468	Cardno Inc.	William Roberts	10004 Park Meadows Dr, Lone Tree	6/3/2015	Consulting Services
6469	Demeter's Sail Horizon	Demeter McFadin	225 S Main St, Willits	6/3/2015	Massage
6470	Paws Down Perfect Grooming	Christina Deck	25189 Blue Jay Pl, Willits	6/3/2015	Mobile Pet Grooming
6471	Buttercups Children's Boutique	Savannah Laughlin	15 S Main St., Willits	6/3/2015	Childrens Clothing & Toy Sales
6472	Radiant Tribes	Ian Fitzpatrick	44 Hillside Dr	6/18/2015	Marketing Consulting & Bus. Devel
6473	Farkas Landscaping	John Farkas	889 S Main St. # 196	6/18/2015	Landscaping
6474	Tabitha Sue Atkinson	Tabitha Atkinson	132 E Valley St., Willits, CA 95490	6/18/2015	Notary/Personal Assistant
6475	Courtney Morgan	Courtney Morgan	39 W Mendocino Ave., Willits	6/18/2015	Beautician
6476	Anna Sommers	Anna Sommers	225 S Main St, Willits	6/18/2015	Massage

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



CITY OF WILLITS
WATER USAGE COMPARISONS

WATER BILLING

UNITS	Jun-15	May-15	Apr-15	Mar-15	Feb-15	Jan-15	Dec-14	Nov-14	Oct-14	Sep-14	Aug-14	Jul-14
Apartment MF	2724	2201	2112	1716	1943	1867	1802	1544	2652	2732	2835	2859
Large Business	759	568	452	173	236	342	212	280	453	699	573	499
Churches	242	163	161	155	82	54	60	78	198	251	294	338
Restaurants & Bar	788	644	645	525	567	609	572	527	877	790	953	1032
Grocery	289	253	288	243	273	234	248	187	259	201	219	232
Hospital	1719	1226	1238	855	691	712	636	659	1517	1551	1916	1631
Industrial	966	574	618	522	499	539	709	524	1028	909	890	1309
Laundry	375	312	351	335	387	393	357	387	444	317	305	328
Motels	678	601	594	418	534	536	482	484	757	680	806	940
Public Facility	3345	1599	1348	1019	619	528	608	604	1774	3085	4435	2917
Residential SF	12259	9413	9301	7782	8058	9101	8516	7227	10992	11748	13166	13637
Small Business	1590	1352	1400	1109	1116	1171	1077	1048	1449	1439	1603	1672
Mble Hm/Trailers	1626	1169	1194	1062	1281	1353	1345	1055	1510	1443	1776	2010
City Accounts	807	459	401	326	280	327	236	237	812	1165	1167	1461
TOTAL UNITS	28,167	20,534	20,103	16,240	16,566	17,766	16,860	14,841	24,722	27,010	30,938	30,865
% of prev year	101%	113%	117%	121%	125%	100%	70%	63%	99%	85%	76%	91%
% of two year prior	123%	153%	139%	95%	81%	96%	93%	68%	76%	79%	79%	86%

WATER BILLING MONTHLY

USAGE REVENUE	Jun-15	May-15	Apr-15	Mar-15	Feb-15	Jan-15	Dec-14	Nov-14	Oct-14	Sep-14	Aug-14	Jul-14
Apartment MF	19,679	15,811	15,315	12,253	13,922	13,422	13,029	10,844	16,008	16,465.65	17,041.65	17,369.60
Large Business	5,455	4,090	3,251	1,242	1,689	2,456	1,523	2,013	2,715	4,194.00	3,435.15	2,991.15
Churches	1,742	1,174	1,159	1,116	590	389	432	562	1,188	1,506.00	1,764.00	2,028.00
Restaurants & Bar	5,672	4,634	4,641	3,768	4,071	4,373	4,107	3,783	5,252	4,735.45	5,715.25	6,185.65
Grocery	2,081	1,822	2,074	1,750	1,966	1,685	1,786	1,346	1,554	1,206.00	1,314.00	1,392.00
Hospital	12,658	9,081	9,044	6,168	4,965	5,051	4,572	4,662	9,279	9,551.65	11,726.45	10,047.65
Industrial	6,955	4,133	4,450	3,758	3,593	3,881	5,105	3,773	6,168	5,454.00	5,340.00	7,854.00
Laundry	2,700	2,246	2,527	2,412	2,786	2,830	2,570	2,786	2,664	1,902.00	1,830.00	1,968.00
Motels	4,882	4,327	4,277	3,010	3,845	3,859	3,470	3,485	4,542	4,080.00	4,836.00	5,640.00
Public Facility	24,034	11,491	9,590	7,301	4,421	3,758	4,320	4,298	10,608	17,802.00	25,836.00	16,392.00
Residential SF	76,067	53,366	51,691	40,829	42,628	50,835	46,673	37,548	57,708	60,640.15	70,017.20	73,490.30
Small Business	11,458	9,768	10,072	7,963	8,027	8,429	7,770	7,550	8,680	8,615.90	9,603.10	10,006.75
Mble Hm/Trailers	11,704	8,417	8,597	7,646	9,223	9,742	9,684	7,596	9,060	8,658.00	10,656.00	12,060.00
City Accounts	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL USAGE REVENUE	185,087.00	130,359.48	126,686.76	99,215.64	101,725.02	110,708.10	105,041.76	90,245.92	135,426.50	144,810.80	169,114.80	167,425.10
METER REVENUE	Jun-15	May-15	Apr-15	Mar-15	Feb-15	Jan-15	Dec-14	Nov-14	Oct-14	Sep-14	Aug-14	Jul-14
Apartment MF	5,064.52	5,064.52	5,064.52	5,064.52	5,073.83	5,064.52	5,064.52	5,057.86	4,254.10	4,254.10	4,260.72	4,254.10
Large Business	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,358.34	1,135.95	1,135.95	1,135.95	1,135.95
Churches	779.16	779.16	779.16	779.16	779.16	779.16	779.16	779.16	665.97	662.30	662.30	662.30
Restaurants & Bar	1,358.68	1,356.03	1,332.22	1,332.22	1,333.98	1,332.22	1,332.22	1,389.94	1,190.19	1,192.34	1,189.40	1,189.40
Grocery	429.36	429.36	429.36	429.36	429.36	429.26	442.62	442.62	380.85	380.85	380.85	380.85
Hospital	1,645.78	1,645.78	1,645.78	1,645.78	1,645.78	1,645.78	2,059.38	1,645.78	1,399.15	1,399.15	1,399.15	1,233.15
Industrial	3,159.00	3,159.00	3,159.00	3,159.00	3,159.00	3,159.00	3,159.00	3,159.00	2,698.50	2,698.50	2,698.50	2,698.50
Laundry	409.80	409.80	409.80	409.80	409.80	409.80	409.80	409.80	341.50	341.50	341.50	341.50
Motels	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,900.98	1,588.15	1,588.15	1,588.15	1,588.15
Public Facility	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,778.70	5,791.94	4,890.30	4,890.30	4,890.30	4,516.34
Residential SF	50,293.81	50,145.94	50,164.26	49,959.65	49,937.46	49,942.61	50,044.20	49,976.08	41,912.43	41,664.79	41,855.48	41,765.93
Small Business	6,387.34	6,381.17	6,365.29	6,364.41	6,360.87	6,150.75	6,150.75	6,119.88	5,168.77	5,159.95	5,159.95	5,159.95
Mble Hm/Trailers	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,643.72	2,203.10	2,203.10	2,203.10	2,203.10
City Accounts	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL METER REVENUE	81,209.19	81,052.50	81,031.13	80,825.64	80,810.98	80,594.84	81,123.39	80,675.10	67,828.96	67,570.98	67,765.35	67,129.22
TOTAL BILLED	266,296.19	211,411.98	207,717.89	180,041.28	182,536.00	191,302.94	186,165.15	170,921.02	203,255.46	212,381.78	236,880.15	234,554.32
% of prev yr usage rev	202%	148%	190%	154%	158%	119%	76%	80%	105%	81%	70%	89%
% of prev yr ttl rev	168%	136%	156%	137%	139%	120%	92%	95%	104%	87%	76%	92%

CITY OF WILLITS
WATER USAGE COMPARISONS

WATER BILLING	Jun-14	May-14	Apr-14	Mar-14	Feb-14	Jan-14	Dec-13	Nov-13	Oct-13	Sep-13	Aug-13	Jul-13
UNITS												
Apartment MF	2739	1,904	1,857	1,458	1,451	1,949	2,054	2,042	2,526	3,303	4,131	3,527
Large Business	550	298	204	156	189	306	399	345	339	428	706	468
Churches	339	132	82	61	57	76	116	160	220	309	573	433
Restaurants & Bar	857	655	665	522	536	684	879	770	852	945	1,286	1,052
Grocery	195	177	195	190	205	258	370	294	387	277	425	327
Hospital	1481	723	618	478	612	490	555	535	953	1,336	1,720	1,387
Industrial	810	598	372	194	188	424	605	671	705	1,062	943	1,006
Laundry	310	281	390	332	333	376	396	381	349	326	351	306
Motels	771	541	549	400	394	525	630	678	821	851	1,125	891
Public Facility	3095	1,278	872	471	486	464	1,410	3,634	1,719	2,992	3,272	2,914
Residential SF	12553	8,604	8,453	6,864	6,603	9,328	13,404	10,320	11,626	14,978	20,595	16,297
Small Business	1458	1,166	1,196	996	886	1,071	1,636	1,466	1,458	1,929	2,087	1,788
Mble Hm/Trailers	1623	1,174	1,357	1,035	931	1,529	1,139	1,639	1,724	2,185	2,782	2,315
City Accounts	1161	681	332	220	375	209	562	556	1,388	794	825	1,029
TOTAL UNITS	27,942	18,212	17,142	13,377	13,246	17,689	24,155	23,491	25,067	31,715	40,821	33,740
% of prev year	82%	74%	84%	78%	65%	95%	133%	108%	77%	93%	105%	94%
% of two year prior	81%	76%	90%	70%	71%	84%	117%	112%	114%	80%	113%	109%
WATER BILLING MONTHLY												
USAGE REVENUE	Jun-14	May-14	Apr-14	Mar-14	Feb-14	Jan-14	Dec-13	Nov-13	Oct-13	Sep-13	Aug-13	Jul-13
Apartment MF	16,416.00	11,318.10	11,409.25	8,737.55	8,589.80	11,686.55	13,010.60	12,179.35	15,168.30	19,957.60	25,324.80	21,508.40
Large Business	3,297.15	1,788.00	1,221.15	933.15	1,128.30	1,833.15	2,391.15	2,070.00	2,031.15	2,568.00	4,233.15	2,808.00
Churches	2,034.00	792.00	492.00	366.00	342.00	456.00	696.00	660.00	1,320.00	1,854.00	3,438.00	2,598.00
Restaurants & Bar	5,132.05	3,920.25	3,980.25	3,138.25	3,206.25	4,094.05	5,276.65	4,615.45	5,114.65	5,670.85	7,832.45	6,325.85
Grocery	1,170.00	1,062.00	1,170.00	1,140.00	1,230.00	1,548.00	2,220.00	1,764.00	2,322.00	1,662.00	2,550.00	1,962.00
Hospital	8,756.45	4,568.45	3,712.45	2,859.25	3,159.15	2,931.45	3,321.05	3,162.65	5,574.25	8,318.65	10,320.00	8,322.00
Industrial	4,860.00	3,588.00	2,232.00	1,164.00	1,128.00	2,544.00	3,630.00	4,026.00	4,230.00	6,372.00	5,658.00	6,036.00
Laundry	1,860.00	1,686.00	2,340.00	1,992.00	1,998.00	2,256.00	2,376.00	2,286.00	2,094.00	1,956.00	2,106.00	1,836.00
Motels	4,626.00	3,246.00	3,294.00	2,400.00	2,364.00	3,150.00	3,780.00	4,068.00	4,926.00	5,106.00	6,750.00	5,346.00
Public Facility	17,838.00	6,642.00	4,872.00	2,622.00	2,736.00	2,784.00	8,364.00	8,640.00	8,304.00	16,530.00	19,632.00	13,728.00
Residential SF	66,193.45	39,064.95	37,954.80	29,271.75	27,810.20	44,524.15	75,619.90	50,734.95	58,587.10	83,000.85	125,892.35	92,037.45
Small Business	8,741.35	6,981.10	7,169.35	5,957.90	5,300.35	6,438.90	9,839.35	8,786.85	8,734.90	11,580.25	12,520.65	10,714.90
Mble Hm/Trailers	9,738.00	7,044.00	8,142.00	6,210.00	5,586.00	9,174.00	6,834.00	9,834.00	10,344.90	13,110.00	16,692.00	13,890.00
City Accounts	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL USAGE REVENUE	150,662.45	91,700.85	87,989.25	66,791.85	64,578.05	93,420.25	137,358.70	113,127.25	128,751.25	177,686.20	242,949.40	187,112.60
METER REVENUE	Jun-14	May-14	Apr-14	Mar-14	Feb-14	Jan-14	Dec-13	Nov-13	Oct-13	Sep-13	Aug-13	Jul-13
Apartment MF	4,228.20	4,254.10	4,254.10	4,255.57	4,231.57	4,230.10	3,734.10	4,230.10	4,230.10	4,230.10	4,340.10	4,222.27
Large Business	1,135.95	1,135.21	1,135.95	1,135.95	1,124.21	1,135.95	1,143.30	1,135.95	1,135.95	1,135.95	1,135.95	1,135.95
Churches	662.30	684.35	684.35	684.35	684.35	684.35	684.35	684.35	684.35	684.35	688.02	684.35
Restaurants & Bar	1,189.40	1,189.40	1,198.65	1,143.83	1,145.30	1,145.30	1,150.44	1,167.35	1,167.35	1,167.35	1,176.60	1,179.17
Grocery	380.85	380.85	380.85	371.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85
Hospital	1,233.15	1,233.15	1,233.15	1,233.15	1,209.15	1,199.15	1,139.15	1,209.15	1,199.15	1,704.91	754.10	754.10
Industrial	2,604.63	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50	2,522.50
Laundry	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50
Motels	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,235.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15
Public Facility	4,866.03	4,890.30	4,890.30	4,537.30	4,890.30	4,890.30	4,890.30	4,890.30	4,890.30	4,881.48	4,868.25	4,893.97
Residential SF	41,683.16	41,448.09	41,603.58	41,525.72	41,586.64	41,531.49	41,920.28	41,789.50	41,753.45	41,460.72	41,931.67	41,653.80
Small Business	5,145.62	5,182.00	5,190.82	5,158.47	5,159.95	5,121.35	5,211.40	5,222.42	5,187.13	5,199.63	5,213.60	5,203.32
Mble Hm/Trailers	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	1,100.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10
City Accounts	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL METER REVENUE	67,262.04	67,052.70	67,227.00	66,701.44	67,067.57	66,478.09	65,453.42	67,365.22	67,283.88	67,500.59	67,144.39	66,763.03
TOTAL BILLED	217,924.49	158,753.55	155,216.25	133,493.29	131,645.62	159,898.34	202,812.12	180,492.47	196,035.13	245,186.79	310,093.79	253,875.63
% of prev yr usage rev	80%	72%	87%	76%	60%	93%	142%	95%	68%	87%	103%	88%
% of prev yr ttl rev	85%	82%	93%	87%	75%	95%	123%	96%	77%	91%	102%	90%

CITY OF WILLITS
WATER USAGE COMPARISONS

WATER BILLING

UNITS	Jun-13	May-13	Apr-13	Mar-13	Feb-13	Jan-13	Dec-12	Nov-12	Oct-12	Sep-12	Aug-12	Jul-12
Apartment MF	3,587	3,392	1,987	1,785	1,918	1,809	1,712	2,151	3,365	3,304	3,492	3,239
Large Business	414	506	496	287	270	194	486	235	409	415	485	461
Churches	381	254	163	80	79	74	85	118	306	447	609	506
Restaurants & Bar	1,067	932	738	635	992	762	661	881	1,057	1,020	1,073	999
Grocery	333	303	261	272	333	305	375	637	619	498	438	404
Hospital	1,155	923	439	350	437	384	371	459	928	1,217	1,559	1,367
Industrial	1,135	747	562	473	567	299	470	573	709	748	1,000	895
Laundry	339	356	350	313	387	392	313	450	361	310	326	304
Motels	860	722	615	530	569	651	546	776	819	872	937	844
Public Facility	3,246	2,391	924	678	780	644	945	642	4,065	3,685	3,562	3,923
Residential SF	16,621	9,557	9,765	8,752	10,614	9,950	9,308	11,425	13,914	16,472	19,271	17,384
Small Business	1,873	1,745	1,215	1,174	1,278	1,143	1,110	1,370	3,238	1,955	2,305	2,206
Mble Hm/Trailers	2,143	2,071	1,532	1,430	1,788	1,665	1,280	1,597	2,000	2,272	2,712	2,336
City Accounts	815	785	1,337	347	356	310	468	385	926	1,013	1,180	1,115
TOTAL UNITS	33,969	24,684	20,384	17,106	20,368	18,582	18,130	21,699	32,716	34,228	38,949	35,983
% of prev year	99%	103%	107%	90%	109%	88%	87%	104%	149%	87%	107%	116%
% of two year prior	121%	108%	94%	91%	115%	90%	95%	109%	121%	92%	95%	99%

WATER BILLING MONTHLY

USAGE REVENUE	Jun-13	May-13	Apr-13	Mar-13	Feb-13	Jan-13	Dec-12	Nov-12	Oct-12	Sep-12	Aug-12	Jul-12
Apartment MF	21,793.60	20,579.80	11,805.40	10,582.70	11,604.15	10,909.55	10,211.25	12,882.30	20,316.60	19,977.00	21,268.20	19,775.40
Large Business	2,481.15	3,027.45	2,967.25	1,713.45	1,610.25	1,154.85	2,907.45	1,400.85	2,445.45	2,484.30	2,907.15	2,760.30
Churches	2,286.00	1,524.00	978.00	480.00	474.00	444.00	510.00	708.00	1,836.00	2,682.00	3,654.00	3,036.00
Restaurants & Bar	6,396.30	5,586.30	4,419.25	3,804.30	5,946.30	4,563.05	3,960.30	5,277.45	6,332.05	6,110.25	6,433.45	5,984.05
Grocery	1,998.00	1,818.00	1,566.00	1,632.00	1,998.00	1,830.00	2,250.00	3,822.00	3,714.00	2,988.00	2,628.00	2,424.00
Hospital	6,930.00	5,538.00	2,634.00	2,100.00	2,622.00	2,304.00	2,226.00	2,754.00	5,568.00	7,302.00	9,354.00	8,202.00
Industrial	6,810.00	4,482.00	3,372.00	2,838.00	3,402.00	1,794.00	2,820.00	3,438.00	4,254.00	4,488.00	6,000.00	5,370.00
Laundry	2,034.00	2,136.00	2,100.00	1,878.00	2,322.00	2,352.00	1,878.00	2,700.00	2,166.00	1,860.00	1,956.00	1,824.00
Motels	5,160.00	4,332.00	3,690.00	3,180.00	3,414.00	3,906.00	3,276.00	4,656.00	4,914.00	5,232.00	5,622.00	5,064.00
Public Facility	14,538.00	10,908.00	4,818.00	3,744.00	4,614.00	3,864.00	5,670.00	3,822.00	24,390.00	22,110.00	21,372.00	23,538.00
Residential SF	94,401.70	43,905.05	46,405.75	40,054.95	51,957.30	48,443.45	43,828.55	58,016.15	75,564.50	95,506.10	116,085.55	101,012.05
Small Business	11,238.65	10,449.45	7,275.15	7,026.50	7,653.75	6,849.45	6,642.50	8,204.35	19,407.65	11,712.90	13,908.45	13,736.25
Mble Hm/Trailers	12,858.00	12,426.00	9,192.00	8,580.00	10,728.00	9,990.00	7,680.00	9,582.00	11,997.15	13,632.00	16,272.00	14,016.00
City Accounts						1,896.65	2,837.05	2,301.45	5,957.45	7,091.25	7,721.80	6,807.40
TOTAL USAGE REVENUE	188,925.40	126,712.05	101,222.80	87,613.90	108,345.75	100,301.00	96,697.10	119,564.55	188,862.85	203,175.80	235,182.60	213,549.45
METER REVENUE	Jun-13	May-13	Apr-13	Mar-13	Feb-13	Jan-13	Dec-12					
Apartment MF	4,221.10	4,165.60	4,165.60	4,247.00	4,221.10	4,160.05	4,219.25	4,222.95	4,221.10	4,221.10	4,221.10	4,221.10
Large Business	1,135.95	1,135.95	1,223.95	1,311.95	1,311.95	1,311.95	1,311.95	1,311.95	1,311.95	1,311.95	1,311.95	1,311.95
Churches	684.35	684.35	684.35	684.35	684.35	683.61	684.35	684.35	684.35	684.35	684.35	684.35
Restaurants & Bar	1,188.40	1,188.40	1,173.70	1,188.40	1,188.40	1,155.32	1,166.35	1,166.35	1,139.89	1,163.41	1,134.01	1,166.35
Grocery	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85	380.85
Hospital	754.10	754.10	754.10	754.10	754.10	754.10	754.10	754.10	754.10	754.10	754.10	754.10
Industrial	2,515.10	2,467.00	2,291.00	2,323.34	2,313.05	2,313.05	2,313.05	2,313.05	2,313.05	2,313.05	2,313.05	2,273.05
Laundry	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50	341.50
Motels	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15	1,588.15
Public Facility	4,890.30	4,537.30	4,618.80	4,618.80	4,794.80	5,543.05	5,543.05	5,543.05	5,540.72	5,473.05	5,467.90	5,451.00
Residential SF	41,671.37	41,635.35	41,379.86	41,684.34	41,369.15	41,549.22	41,525.46	41,505.33	40,767.35	41,137.11	40,999.23	41,289.39
Small Business	5,184.94	5,226.10	5,182.00	5,224.63	5,161.42	5,174.65	5,204.77	5,202.58	5,107.00	5,113.64	5,097.47	5,127.60
Mble Hm/Trailers	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,203.10	2,214.83	2,203.10	2,203.10	2,205.05
City Accounts						959.80	959.80	959.80	959.80	959.80	959.80	959.80
TOTAL METER REVENUE	66,759.21	66,307.75	65,986.96	66,550.51	66,311.92	68,118.40	68,195.73	68,177.11	67,324.64	67,645.16	67,456.56	67,754.24
TOTAL BILLED	255,684.61	193,019.80	167,209.76	154,164.41	174,657.67	168,419.40	164,892.83	187,741.66	256,187.49	270,820.96	302,639.16	281,303.69
% of prev yr usage rev	93%	96%	100%	85%	108%	86%	85%	105%	155%	85%	109%	118%
% of prev yr ttl rev	94%	96%	99%	91%	104%	92%	91%	103%	135%	89%	107%	114%

WILLITS BYPASS PROJECT 2015 CONSTRUCTION SEASON JULY 2015 UPDATE

The following is a summary of the construction activities that have been completed up to July 16, 2015

- **Contractor has completed approximately 73 % of work on the project.**

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

- Repair of winter storm damage to slopes is complete.
- Haehl Creek realignment and fish passage improvement work is complete.
- Final excavation at the south interchange will be completed this week, with material hauled to the north interchange for embankment. Grading and paving may be completed in October 2015.
- Right and left bridges for 101/20 Separation are complete, except for concrete barriers, joint seals, and deck grooving. These items of work will not begin until late in 2015 or early 2016.
- At Haehl Creek, right and left mainline bridges and southbound off-ramp S101/W20 Connector Bridge foundations and abutments are complete. Superstructure construction is in progress at all three, and will be completed in October 2015.
- Northbound onramp E20/N101 Connector Bridge is complete, except for concrete barriers, joint seals, and deck grooving.
- East Hill Road Undercrossing Bridge is complete except for concrete barriers, joints, and deck grooving.
- North Haehl Creek Bridge is complete except for concrete barriers, joint seals, and deck grinding.
- Pond relocation at Rutledge property is complete.
- Embankment between shell lane and Center Valley Road is in complete. Drainage structures, final grading, and paving may be complete in October 2015.
- Baechtel Creek Retaining Wall is complete. Concrete barrier, backfill and embankment will be completed in 2015.
- Erosion control materials are being installed, monitored and maintained at all locations. Final erosion control work will be completed in September and October, 2015
- New additional drainage structures at Center Valley Road are under construction and will be completed in July.

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

- Frames 1 through 6 and Frame 8 are complete except for concrete barriers, deck grooving, and surface finishing.
- Frame 7 deck construction is in progress.
- Hinges 8, 13, and 17 are complete. Hinge 4 and 22 are under construction. Construction of Hinges 26 and 30 is pending the completion of Frame 7
- City of Willits and Caltrans continue to coordinate work near WWTP facilities at Frames 6, 7, and 8.
- Completion of the Viaduct by September 2015 is anticipated.

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

- Redesign of the North interchange is complete and construction is in progress.
- Imported fill between Upp Creek and the north tie-in is mostly complete and started into required fill settlement periods.
- Imported fill construction between the Floodway Viaduct and the Upp Creek will resume on or near July 20
- Foundations are complete at Quail Meadows Overhead, Quail Meadows Undercrossing, and three bridges crossing Upp Creek. Construction of abutments and falsework is in progress.
- Completion of all mainline and interchange bridges in October 2015 is anticipated.
- Utility relocation work is ongoing.
- Erosion control is being installed, monitored and maintained at all locations.
- Completion of final grading and paving will be performed in 2016, after fill settlement is complete.

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

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

File Number: **559011**
 Receipt Number: **2303755**
 Geographical Code: **2304**
 Copies Mailed Date: **June 30, 2015**
 Issued Date:

RECEIVED

JUL -2 2015

CITY OF WILLITS

DISTRICT SERVING LOCATION: **SANTA ROSA**
 First Owner: **SWAMIKRUPA 1986 INC.**
 Name of Business: **FLYERS**
 Location of Business: **1250 S MAIN ST**
WILLITS, CA 95490-4306
 County: **MENDOCINO**

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

Mailing Address: **1251 W MCKINLEY AVE APT D**
 (If different from premises address) **SUNNYVALE, CA 94086-6939**

Type of license(s): **20**

Transferor's license/name: **411390 / FLYERS ENERGY LLC** Dropping Partner: Yes No

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
20 - Off-Sale Beer And Win	PERSON-TO-PERSON TRANSFER	NA	Y	0	06/30/15	\$50.00
20 - Off-Sale Beer And Win	ANNUAL FEE	NA	Y	0	06/30/15	\$254.00
NA	FEDERAL FINGERPRINTS	NA	N	2	06/30/15	\$48.00
NA	STATE FINGERPRINTS	NA	N	2	06/30/15	\$78.00
Total						\$430.00

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

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **Yes**

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

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

STATE OF CALIFORNIA County of MENDOCINO Date: June 30, 2015

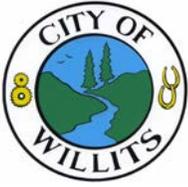
Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has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

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

Applicant Name(s)

Applicant Signature(s)

SWAMIKRUPA 1986 INC.



Item No. 7a

Meeting Date: July 22, 2015

AGENDA SUMMARY REPORT

To: Planning Commission

From: Dusty Duley, Contract Planner

Agenda Title: DISCUSSION AND POSSIBLE ACTION ON CONDITIONAL USE PERMIT APPLICATION #U-14-03 FOR MR. DANIEL W. CHESSER.

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 1 hr

Summary of Request: The applicant, Mr. Daniel W. Chesser, is proposing to operate a full service bar, to include the on-site sale, service and consumption of alcoholic beverages, within an approximately 1,800 square foot vacant building on a 1.5 acres property located at the north end of the City on the east side of U.S. Highway 101, about 1/10 mile south of its intersection with Sherwood Road. Hours of operation are requested between the hours of 9:00 a.m. and 2:00 a.m. each day. Request also includes ability to offer indoor live musical entertainment.

The applicant previously operated a full service bar know as "John's Place" which was located at 555 Commercial Street, approximately 0.5 mile southeast of the subject property. The building that previously supported the bar was destroyed by a fire in November of 2014 resulting in the applicant's need to find an alternative location for his business.

The property is zoned Community Commercial (C1) and operation of a "Drinking Place" is subject to obtaining a Use Permit in the C1 District.

Recommended Action: Conduct a public hearing and approve Use Permit #U-14-03, subject to the conditions of approval recommended by staff.

Alternative(s): Should the Planning Commission find significant issues with the project, staff recommends that the item be continued to a future hearing date to allow staff time to develop findings for project denial or provide additional information and identify additional measures to resolve significant issues.

Fiscal Impact: Project may result in additional costs to City Police Department from increased calls for police services (i.e. assaults, noise complaints...).

Personnel Impact: Minimal amount of staff time to process building permits for work required to change building occupancy.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

RESOLUTION 2015-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLITS, SITTING AS THE
PLANNING COMMISSION OF THE CITY OF WILLITS
APPROVING CONDITIONAL USE PERMIT #U-14-03**

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

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

WHEREAS, The Willits Planning Commission, at its regular meeting held on the 22nd of July, 2015, carefully reviewed the application materials before them and received public testimony on the matter; and,

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

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

Environmental Finding:

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

General Plan Finding:

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

Project Findings:

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

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

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED that the Willits Planning Commission hereby grants the requested Use Permit #U 14-03, subject to the Conditions of Approval in Exhibit “A”, attached hereto.

EXHIBIT A

CONDITIONS OF APPROVAL USE PERMIT #U 14-03 JULY 22, 2015

APPROVED PROJECT DESCRIPTION:

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

CONDITIONS OF APPROVAL:

Aesthetics

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

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

Air Quality

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

Geology and Soils

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

Noise

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

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

- **5. Amplification for music or speakers shall be permitted between the hours of 5:00 p.m. to 10:00 p.m. each day. This condition is not intended to be applied to jukeboxes or similar devices that are typically associated with a bar.

Staff will provide the City Police Department with a copy of permit conditions of approval and specifically notify them of the noise curfew. Should the Department become aware of live music occurring outside the approved hours from regular patrols or public complaint, the Department will notify the bar operator and the Community Development Department. Verified noise complaints will be documented and staff will follow up with applicant. Failure of applicant to adhere to amplified music noise curfew may result in revocation of this permit.

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

Fire Protection

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

Police Protection

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

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

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

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

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

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

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

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

Transportation/Traffic

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

Solid Waste/Recycling

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

Alcoholic Beverage Control

18. The applicant shall comply with Alcoholic Beverage Control (ABC) laws and regulations. Suspension of the applicant's license by the ABC may constitute sufficient cause or basis for review and possible revocation of a conditional use permit.

19. Prior to the sale of alcoholic beverages, a copy of the Alcoholic Beverage Control Board (ABC) license, along with any special conditions imposed by ABC, shall be submitted to the Community Development Department for the file. Any conditions that are more restrictive than those set forth in this approval shall be adhered to.

Hours of Operation

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

Standard Conditions

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

Fish and Wildlife Fee

26. This entitlement does not become effective or operative and no work shall be commenced under this entitlement until the California Department of Fish and Wildlife filing fees required or authorized by Section 711.4 of the Fish and Game Code are submitted to the Mendocino County Department of Planning and Building Services. Said fee of \$2260.00 shall be made payable to the Mendocino County Clerk and submitted to the Community Development Department within 5 days of the end of any appeal period. Any waiver of the fee shall be on a form issued by the Department of Fish and Wildlife upon their finding that the project has "no effect" on the environment. If the project is appealed, the payment will be held by the Community Development Department until the appeal is decided. Depending on the outcome of the appeal, the payment will either be filed with the County Clerk (if the project is approved) or returned to the payer (if the project is denied). Failure to pay this fee by the specified deadline shall result in the entitlement becoming null and void. **The applicant has the sole responsibility to insure timely compliance with this condition.**

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

THE FOREGOING RESOLUTION WAS PASSED and adopted at a regular meeting of the Willits Planning Commission held on the 22nd day of July, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ATTEST:

BRUCE BURTON, Mayor

CATHY SANDERS, City Clerk

**STAFF REPORT TO WILLITS PLANNING COMMISSION FOR
CONDITIONAL USE PERMIT NO. U-14-03, DANIEL W. CHESSER**

JULY 22, 2015

APPLICANT: DANIEL W. CHESSER

OWNER: AL NANNA

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

LOCATION: In the City of Willits, lying on the east side of U.S. Highway 101, approximately 0.1 mile south of its intersection with Sherwood Road, located at 151 North Main Street; APN 005-110-07.

TOTAL ACREAGE: 1.5± Acres

GENERAL PLAN: Commercial-General (C-G)

ZONING: Community Commercial (C1) + Floodplain Combining Zone (FP)

ENVIRONMENTAL DETERMINATION: Mitigated Negative Declaration

RECOMMENDATION: Approve the request

BACKGROUND

PROJECT DESCRIPTION: The applicant is requesting a Use Permit to re-locate a bar “John’s Place” to a property at 151 North Main Street. The bar had previously been located at 555 Commercial Street, approximately 0.5 mile southeast of the subject property. The building that previously supported the bar was destroyed by a fire on November 14, 2014 resulting in the applicant’s need to find an alternative location for his business. The following is excerpted from the applicant’s project description in part,

Relocate John’s Place, bar, to temporary location while decisions are made regarding rebuilding of burned building on Commercial Street, This is an empty building to which I will add a bar plus shelving and furnishing, all removable, to accommodate the business... This building has been used for several businesses in the past and has water, electric, and restrooms which I will upgrade if needed.

The applicant is requesting public hours of operation from 9:00 a.m. to 2:00 a.m. each day. Staff understands that the applicant will occasionally offer entertainment to include amplified music.

RELATED APPLICATIONS: No prior hearings before the City Council or Planning Commission concerning this specific property have been conducted.

PROJECT SETTING

SITE CHARACTERISTICS: The property is approximately 1.5 acres and is bordered by U.S. Highway 101 to the west, railroad tracks to the south, Willits Creek to the north and an Industrial zoned property to the east. The property is relatively flat and is improved with four structures, a 1,800 square foot commercial building, a 2,400 square foot accessory building as well as two smaller outbuildings. The property has historically been used for a number of commercial endeavors, with the most recent being an alternative energy system dealership.

ADJACENT LAND USE AND ZONING:

	GENERAL PLAN	ZONING	LOT SIZES	USES
NORTH	C-G	C1	0.28± acres	Mill Creek/Vacant
EAST	M-G	MH	5.17± acres	High School Agricultural Class
SOUTH	C-G	C1	4.46± acres	Railroad/Commercial
WEST	C-G	C1	0.5± acres	U.S. Highway 101/Commercial

SERVICES:

Access: Driveway off U.S. Highway 101
 Fire District: Little Lake Valley Fire District
 Water: City of Willits
 Sewer: City of Willits
 School District: Willits Unified School District

REFERRAL AGENCY COMMENTS

Agency comments relevant to this application are listed within the Initial Study, Issues Section of this report and are noted within the Conditions of Approval. Otherwise, most of the reviewing agencies had no comment regarding the proposed project. As noted by the Little Lake Fire District and City of Willits building official, a number of improvements will need to be completed to the subject building to bring it into compliance with applicable sections of the California Fire Code and Building Code.

REFERRAL AGENCIES	NOT RETURNED	“NO COMMENT”	COMMENTS
City Manager			X
City Attorney	X		
City Engineer	X		
City Building Official			X
City Public Works Dept.	X		
City Sewer/Water Dept.	X		
City Police Dept.	X		
Willits Unified School District	X		
Little Lake Fire District			X
Caltrans			X
California Highway Patrol	X		
Mendocino Co. Sheriff’s Office	X		
Dept. of Alcoholic Beverage Control	X		

TECHNICAL ADVISORY COMMITTEE COMMENTS

The Technical Advisory Committee (TAC) reviewed this application on February 23, 2015. A number of concerns were brought up related to site access, fire safety, security, building occupancy and land use compatibility. The TAC made the following recommendations:

- Complete a number of improvements to the building to meet applicable state and local fire code and improve occupant safety.
- Complete a number of improvements to the building to bring it into compliance with the 2013 California Building Code requirements for the B occupancy.
- Complete driveway and sidewalk improvements as identified by the California Department of Transportation (Caltrans) in their letter to staff dated February 3, 2015.
- Inquire if the applicant has reviewed alternative locations to relocate the bar including vacant buildings at 262 East Commercial Street (formerly Hideaway Bar) and 47 East Mendocino Avenue (formerly Anna’s Asian House).

The TAC did not find this property to be an ideal location for a bar but ultimately felt that the project could be supported by the City provided the applicant agrees to conditions of approval specified below. Further discussion of project concerns and potential impacts is found in the Initial Study and Key Issues Section of this report.

KEY ISSUES:

Key Issue #1 General Plan and Zoning Consistency: The property has a General Plan designation of Commercial-General (CG) and a zoning designation of Community Commercial (C1). According to Section 17.22.010 of the Zoning Code,

The community commercial (C1) zone is intended to provide services and meet the general commercial needs of the community.

The applicant is requesting a conditional use permit to allow a “bar” which is classified as Use Group 14b, “Drinking Places” in Section 17.06.020 of the Willits Zoning Code. This Use Group is a conditional use in the C1 zoning district. This permit is being processed under the Use Permit provisions of Chapter 17.74 of the Zoning Code. The project is consistent with its General Plan designation and the zoning restrictions for the property. A discussion of applicable General Plan policies is discussed throughout the report and Initial Study.

Key Issue #2 Land Use Compatibility: Bars can play an important role in a community as they are traditionally among the chief social gathering places for some communities. They can also adversely affect nearby commercial, civic and residential uses and can create substantial demands for police services. Land uses in the immediate area primarily consist of various commercial uses including restaurants, retail and gasoline sales as well as civic uses including Willits and San Hedrin High School. The nearest off-site residence is approximately 360 feet southeast of the property. Closest business that sells liquor is the Tower Mart 1,000 feet to the northwest. The two closest locations in the City that have a license to serve liquor are “Diggers” and “Al’s Redwood Room”. A map showing the project location relative to sensitive receptors and other establishments that serve or sell liquor is found as Attachment H.

Unusual variety can be found in local attitudes on the proper place of bars in the community with some believing that they should be buffered away from locations where kids and young adults congregate such as schools and parks as well as from other civic uses such as churches and hospitals. The property is approximately 175 feet south of the Willits High School property, and 65 feet east of San Hedrin High School. The adjacent property to the east is also used by Willits High School for their agricultural program. The nearest church is located approximately 700 feet to the south. City Code does not prescribe a minimum separation between bars and other land uses, however the State has established distance requirements between bars and other uses such as schools, playgrounds, hospitals, etc..., as administered by the Department of Alcoholic Beverage Control (ABC). The applicant will need to request ABC approval to transfer their current liquor license to this location. Based on its proximity to the High School, ABC will have the discretion to deny the request. State liquor licenses may only be issued after all zoning permits are in order and ABC will not make a determination until the City has taken action to approve this permit. The applicant is aware that approval of this Use Permit does not guarantee that ABC will issue the transfer of their alcohol license.

Staff did question the applicant about alternative locations that they evaluated before choosing the proposed locations. According to the applicant the vacant buildings at 262 East Commercial Street and 47 East Mendocino Avenue were viewed and found to be inadequate.

It is also worth noting that the previous location of the business at 255 East Commercial Street operated adjacent to a daycare, (bar was established first), and in closer proximity to off-site residences and a city park. According to the applicant, the relocated bar will be operated similar to when it resided at the previous 255 East Commercial Street location.

To minimize potential impacts to the neighborhood the applicant is proposing to install a fence around the perimeter of the parking lot and along the road frontage. This will discourage trespassing onto neighboring properties as well as help screen the bar and outside gathering areas from being as visible

from the Highway and sidewalk. The applicant will need to work with the Community Development Department, City Police Department and California Department of Transportation (Caltrans) as to the exact location and height of that portion of the fence along the Highway frontage, for reasons related to noise attenuation, security and driveway site distance.

Noise

General Plan Noise Policy 4.210 states,

The City seeks to maintain ambient noise levels of 55 dBA (CNEL) in existing residential areas.

Further, General Plan Noise Policy 4.250 states,

Noise from all sources should be maintained at levels that will not adversely affect adjacent properties or the community, especially during the evening and early morning hours.

The applicant is requesting to operate the bar between the hours of 9:00 a.m. and 2:00 a.m. each day (Condition Number 20). The potential to create a nuisance to nearby residences from excessive noise levels is likely to occur during nighttime hours. As activities will occur inside the building and with the closest residence being approximately 360 feet away, normal activities associated with the bar are unlikely to create noise levels in excess of noise standards established in the General Plan. Staff understands that the applicant will occasionally offer entertainment such as hosting live bands, karaoke and dj's for the enjoyment of their customers. These types of associated activities are more likely to exceed established noise levels both from the amplified music as well as from the gathering of a large number of people outside.

Staff recommends that the applicant identify appropriate measures to minimize potential noise impacts to nearby residences during these types of activities. This may include such precautions as keeping doors and windows closed, discouraging large numbers of people from loitering outside, limiting the hours of amplified music, etc.....

Condition Number 4 requires the applicant to keep windows and doors closed when noise impacts the surrounding community. Adequate ventilation should be provided so that openings to the outside can be closed when the bar is at full capacity.

Condition Number 5 limits the hours of amplified music between the hours of 5:00 p.m. and 10:00 p.m. each day.

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

Additional measures may be placed on the permit should the applicant fail to adequately minimize noise impacts to off-site receptors. Failure of the applicant to adequately respond to verified noise complaints may result in a restriction on special events which include amplified music or as a last measure, revocation of this permit.

Key Issue #3 Police Services: Establishment of a bar can result in a significant increase in the demand for police services. The City of Willits Police Department (WPD) reviewed the project and provided an email to staff dated June 3, 2015 recommending the project incorporate a number of measures to deter illegal activities and help minimize WPD calls for services.

Project concerns notes by WPD include on-going property use by truant juveniles and transients, project proximity to Willits High School and San Hedrin Continuation School, issue of conflicting accounts when responding to potential illegal activities occurring on-site as well as security concerns during special events. To address WPD concerns and minimize the potentially significantly increase in the need for police services, staff has identified the following mitigation measures.

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

To minimize trespassing, Condition Number 9 requires the applicant to install fencing around the bar and parking lot. The applicant shall work with the Community Development Department, Public Works Department and WPD to develop an effective fencing plan taking into consideration issues such as security, driveway site distance, and aesthetics. Fencing may include a variety of heights and types of fencing.

To ensure that adequate security is being provided to support each special event, the applicant will be responsible for ensuring that the Chief of Police is notified a minimum of ten (10) days in advance of special events that may attract larger than normal crowds. The Chief of Police may require the owner/operator to provide additional licensed security personnel on site to provide adequate crowd control (see Condition Number 10).

Condition Number 11 requires the applicant to implement a video camera safety plan which includes, at a minimum:

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

These mitigation measures are listed to help protect the safety of the patrons/public and minimize the calls for WPD services.

Key Issue #4 Transportation Related Impacts

Ingress/Egress

Access to the site will be provided by an existing 36 foot wide driveway off U.S. Highway 101. The driveway is approximately 260 feet south of the Sherwood Road and U.S. Highway 101 intersection. At times, there can be a significant number of vehicles lining up on the U.S. Highway 101 awaiting an opportunity to turn left onto Sherwood Road. During these times of heavier traffic, it's probable that vehicles may be stacked far enough south within the middle lane that they would impede a vehicle that is trying to make a left hand turn out of the subject property. Similarly, those wanting to turn left into the property when travelling southbound on the Highway may be impeded from doing so, causing traffic to back up.

Staff recognizes that this situation is not dissimilar to transportation issues that other businesses in the immediate area face including the restaurant across the street, formerly Vassar's Pizza, as well as the Tower gas station/mini mart located to the northwest. It may also be correct, that residents of Willits and the surrounding area have become accustomed with navigating through these potential traffic hazards.

The California Department of Transportation (Caltrans) reviewed the project and has provided a letter to staff dated February 3, 2015 recommending site improvements to be completed by the applicant. Upon completing a site view, Caltrans staff noted the following observations:

- *There is an existing 36 feet wide driveway servicing the parcel. The required 4 foot wide pedestrian area behind the ramp is not the full width for the entirety of the ramp.*
- *The sidewalk is 7 feet 9 inches wide.*
- *A planted tree has heaved the sidewalk 3-5 inches at north end of lot.*

Caltrans is recommending the following work be completed for the project:

1. The driveway be paved the full width behind the sidewalk to the fence line to reduce tracking onto the Highway as well as bring the pedestrian walkway to the required width of four (4) feet.
2. Remove heaved up concrete around the planted tree and replaced with asphalt concrete to alleviate the tripping hazard.

Condition Number 14 requires the applicant to complete driveway and sidewalk improvements identified by Caltrans. Condition Number 15 identifies Caltrans requirement to obtain an encroachment permit and follow their procedures prior to completing any work within the State right of way. Staff determined that the project will not significantly increase traffic hazards.

Off-street Parking

Chapter 17.52.030(K) of the Zoning Code prescribes the number of off-street parking spaces that are required to support the project which is one (1) parking space for every 300 square feet of gross floor area within the building being used for the business. Recognizing that the commercial building is 1,800 square feet (30 feet by 60 feet) in size, the applicant is required to provide six (6) parking spaces of which one (1) will need to be a handicap parking space. Chapter 17.52.060 further requires that each parking space have an area no less than *nine feet wide and twenty feet long. All parking spaces and driveways serving them shall be hard surfaced, with a minimum of one and one-half inches of road oil mix or other surfacing of a more durable type such as asphalt concrete.* The parking area is currently improved with a gravel base. Staff recognizes that a number of commercial business have existing at this site and were not required to improve the parking area. The Commission may determine that paving the parking area is unnecessary and the current gravel base is adequate. Staff is recommending that all required parking spaces be marked and the handicap space and its pathway to the business entrance be improved to meet American Disability Act standards.

The applicant has provided a site plan (Attachment A) showing proposed parking spaces. Staff determined that adequate area existing to provide parking consistent with the City off-street parking standards (Chapter 17.52). Condition Number 13 requires the applicant to provide parking consistent with Chapter 17.52 of the Zoning Code.

Bicycle parking

General Plan Circulation Implementation Measure 2.350 states in part

Require bicycle storage facilities as a condition of approval ... for all commercial development proposals.

Consistent with this measure, Condition Number 16 requires the applicant to install a bike rack to accommodate a minimum of two bicycles.

Key Issue #5 ABC License

City Code does not prescribe a minimum separation between bars and other land uses, however the State has established distance requirements between bars and other uses such as schools, playgrounds,

hospitals, etc..., as administered by the Department of Alcoholic Beverage Control (ABC). State liquor licenses may only be issued after all zoning permits are in order. The applicant is aware that the Use Permit entitlement does not guarantee that ABC will issue the transfer of his liquor license as they have the right to deny the license based on its proximity to Willits High School and San Hedrin high school. ABC may identify additional restrictions on the business as a condition of their issuance of the liquor license transfer.

Condition Number 18 notes that the applicant shall comply with Alcoholic Beverage Control (ABC) laws and regulations and suspension of the applicant's license by the ABC may constitute sufficient cause or basis for review and possible revocation of this conditional Use Permit.

Prior to the sale of alcoholic beverages, a copy of the Alcoholic Beverage Control Board (ABC) license, along with any special conditions imposed by ABC, shall be submitted to the Community Development Department for the file. Any conditions that are more restrictive than those set forth in this approval shall be adhered to. See Condition Number 19.

RECOMMENDATION

By resolution, adopt a Mitigated Negative Declaration and approve the request for Use Permit #U 14-03 based on the following findings, and subject to the recommended conditions of approval.

FINDINGS

Project Findings: The Planning Commission approves Use Permit #U 14-03 subject to the following conditions of approval and findings,

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

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

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

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

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

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

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

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

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

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

Environmental Findings: The Planning Commission finds that no significant environmental impacts would result from the proposed projects which are not adequately mitigated through the conditions of approval; therefore, a Mitigated Negative Declaration is adopted.

CONDITIONS OF APPROVAL:

Aesthetics

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

Air Quality

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

Geology and Soils

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

Noise

- **4. Windows and doors shall not be left open during the operation of the bar where noise impacts the surrounding area. Adequate ventilation shall be provided so that openings to the outside can be closed when the bar or club is at full capacity.
- **5. Amplification for music or speakers shall be permitted between the hours of 5:00 p.m. to 10:00 p.m. each day. This condition is not intended to be applied to jukeboxes or similar devices that are typically associated with a bar.
6. The applicant shall supply a list of voluntary measures that the applicant may take should verified noise complaints be received by the City of Willits Police Department or the Community Development Department.

Fire Protection

7. All buildings shall meet all pertinent building and fire codes for fire sprinkler systems, adequate water for fire flows, and provisions for fire prevention and suppression to the satisfaction of the City of Willits

Building Inspector and Little Lake Fire Protection District Fire Chief. All connections to water utilities shall be completed to the satisfaction of the City of Willits Water Department.

Police Protection

- **8. Exterior lighting shall be installed as necessary to adequately illuminate the parking lot area as well as the front of the business. This lighting will insure the safety of patrons and discourage loitering. Lighting should not be so bright that it acts as an irritant, but also not so dim that it can conceal customers' activities. The applicant shall submit a lighting plan to the Community Development Department for approval prior to occupancy.
- **9. The applicant shall install fencing around the bar and parking lot to the satisfaction of the Willits Police Department and Community Development Department.
- **10. The Chief of Police shall be notified a minimum of ten (10) days in advance of special events that may attract larger than normal crowds. The Chief of Police may require the owner/operator to provide additional licensed security personnel on site to provide adequate crowd control. Any measures identified by the Chief of Police shall become part of this entitlement.
- **11. The applicant shall implement a video camera safety plan which includes, at a minimum:
 - a. Digital video camera system which records activity of patrons and employees at building entrances and exits as well as in the parking lot.
 - b. Video recordings must be stored and retrievable for a minimum period of seven days from the time of recording.
 - c. Video clarity must be such that a person's facial features can be identified from the video.
 - d. The video system must be engaged, and recording at all times, while the establishment is open to the public. The system must be maintained in working order at all times.
 - e. The video system must be approved by the Willits Police Department before it is installed to ensure compliance with these requirements, and approved again after the system is operational.

Transportation/Traffic

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

Solid Waste/Recycling

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

verification that the plan for garbage and recyclables has been reviewed and accepted by the city's franchise hauler.

Alcoholic Beverage Control

18. The applicant shall comply with Alcoholic Beverage Control (ABC) laws and regulations. Suspension of the applicant's license by the ABC may constitute sufficient cause or basis for review and possible revocation of a conditional use permit.
19. Prior to the sale of alcoholic beverages, a copy of the Alcoholic Beverage Control Board (ABC) license, along with any special conditions imposed by ABC, shall be submitted to the Community Development Department for the file. Any conditions that are more restrictive than those set forth in this approval shall be adhered to.

Hours of Operation

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

Standard Conditions

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

Fish and Wildlife Fee

26. This entitlement does not become effective or operative and no work shall be commenced under this entitlement until the California Department of Fish and Wildlife filing fees required or authorized by Section 711.4 of the Fish and Game Code are submitted to the Mendocino County Department of Planning and Building Services. Said fee of \$2260.00 shall be made payable to the Mendocino County Clerk and submitted to the Department of Planning and Building Services within 5 days of the end of any appeal period. Any waiver of the fee shall be on a form issued by the Department of Fish and Wildlife upon their finding that the project has "no effect" on the environment. If the project is appealed, the payment will be held by the Department of Planning and Building Services until the appeal is decided. Depending on the outcome of the appeal, the payment will either be filed with the County Clerk (if the project is approved) or returned to the payer (if the project is denied). Failure to pay this fee by the specified deadline shall result in the entitlement becoming null and void. **The applicant has the sole responsibility to insure timely compliance with this condition**

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

DATE

DUSTY DULEY
CONTRACT PLANNER

RESOLUTION AND EXHIBIT A

ATTACHMENTS:

- A – Initial Study
- B – Location Map
- C – Aerial Photo
- D – Zoning Map
- E – Adjacent Parcels Map
- F – Flood Zone Map
- G – Land Use Map
- H – Applicant's Site Map
- I – Applicant's Site Plan

ATTACHMENT A

ENVIRONMENTAL REVIEW GUIDELINES

DATE: June 8, 2015

CASE#: U 14-03

DATE FILED: 12/31/2014

OWNER: AL NANNA

APPLICANT: DANIEL W. CHESSER

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

LOCATION: In the City of Willits, lying on the east side of U.S. Highway 101, approximately 0.1 mile south of its intersection with Sherwood Road, located at 151 North Main Street; APN 005-110-07

PROJECT COORDINATOR: DUSTY DULEY

Environmental Checklist.

“Significant effect on the environment” means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and aesthetic significance. An economic or social change by itself shall not be considered a significant effect on the environment. A social or economic change related to a physical change, may be considered in determining whether the physical change is significant (CEQA Guidelines, Section 15382).

Accompanying this form is a list of discussion statements for all questions, or categories of questions, on the Environmental Checklist (See Section III). This includes explanations of “no” responses.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

<input checked="" type="checkbox"/> Aesthetics	<input type="checkbox"/> Agriculture and Forestry Resources	<input type="checkbox"/> Air Quality
<input type="checkbox"/> Biological Resources	<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Geology /Soils
<input type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Hazards & Hazardous Materials	<input type="checkbox"/> Hydrology / Water Quality
<input checked="" type="checkbox"/> Land Use / Planning	<input type="checkbox"/> Mineral Resources	<input checked="" type="checkbox"/> Noise
<input type="checkbox"/> Population / Housing	<input checked="" type="checkbox"/> Public Services	<input type="checkbox"/> Recreation
<input type="checkbox"/> Transportation/Traffic	<input type="checkbox"/> Utilities / Service Systems	<input type="checkbox"/> Mandatory Findings of Significance

An explanation for all checklist responses is included, and all answers take into account the whole action involved, including off-site as well as on-site; cumulative as well as project-level; indirect as well as direct; and construction as well as operational impacts. The explanation of each issue identifies (a) the significance criteria or threshold, if any, used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance. In the checklist the following definitions are used:

"Potentially Significant Impact" means there is substantial evidence that an effect may be significant.

"Potentially Significant Unless Mitigation Incorporated" means the incorporation of one or more mitigation measures can reduce the effect from potentially significant to a less than significant level.

"Less Than Significant Impact" means that the effect is less than significant and no mitigation is necessary to reduce the impact to a lesser level.

"No Impact" means that the effect does not apply to the Project, or clearly will not impact nor be impacted by the Project.

DETERMINATION:

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

INITIAL STUDY/ENVIRONMENTAL REVIEW: This section assesses the potential environmental impacts which may result from the project. Questions in the Initial Study Checklist are stated and answers are provided based on analysis undertaken.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS. Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a) *Have a substantial adverse effect on a scenic vista?* **No Impact**

A scenic vista can be defined as a viewpoint that provides expansive views of a highly valued landscape for the benefit of the general public. The property has been previously developed. There are no publicly accessible vista points in the vicinity of the project that would be impacted by the project.

b) *Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?* **No Impact**

The portion of U.S. Highway 101 that borders the property has not been designated by the California Department of Transportation as a State Scenic Highway (Caltrans, 2014). The applicant is proposing to utilize an existing 1,800 square foot building to support the project. No new buildings are proposed or necessary to support the project. The project would not damage any scenic resources.

c) *Substantially degrade the existing visual character or quality of the site and its surroundings?* **No Impact**

Visual character is descriptive and non-evaluative, which means it is based on defined subjective attributes that are neither good nor bad in and of themselves. The ability of an area to absorb visual change is dependent on its context. The property is approximately 1.5 acres and is bordered by U.S. Highway 101 to the west, railroad tracks to the south, Willits Creek to the north and an Industrial zoned property to the east. The property is relatively flat and is improved with four structures, a 1,800 square foot commercial building, a 2,400 square foot accessory building as well as two smaller outbuildings. No new buildings are proposed or necessary to support the project. The project would not substantially degrade the existing visual character or quality of the site or its surroundings.

d) *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?* **Less than Significant Impact with Mitigation Incorporated**

The applicant has proposed to install two 250 watt flood lights, placed on the eastern side of the building that will be used for the bar. Staff is recommending that additional lighting be installed as necessary to adequately illuminate the entire parking area (see Condition Number 8). Purpose of the required lighting is to help insure the safety of patrons and discourage loitering. Lighting should not be so bright that it acts as an irritant, but also not so dim that it can conceal customers' activities. Condition Number 1 requires exterior light fixtures to be designed or located so that only reflected, non-glaring light is visible from beyond the immediate vicinity of the site,

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
II. AGRICULTURE AND FORESTRY RESOURCES. Would the project:				

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) *Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non- agricultural use?* **No Impact**

According to maps provided by the California Department of Conservation, the property is categorized as Urban and Built-up land and does not include important farmland or other designated farmland types (California Department of Conservation 2012a). The property was previously developed and will not convert any "Farmland".

b) *Conflict with existing zoning for agricultural use, or a Williamson Act contract?***No Impact**

The property has a General Plan designation of Commercial-General (CG) and a zoning designation of Community Commercial (C1). According to maps published by the California Department of Conservation in 2012, the property is not enrolled in the Williamson Act (CA Department of Conservation, 2012). Therefore, the project would not conflict with any agricultural zoning or Williamson Act lands.

c) *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

No Impact

The property has a General Plan designation of Commercial-General (CG) and a zoning designation of Community Commercial (C1). The project will not result in the rezoning of any forest land or Timberland Production zoned property.

d) *Result in the loss of forest land or conversion of forest land to non-forest use?* **No Impact**

The property is improved with a gravel parking lot and four structures, a 1,800 square foot commercial building, a 2,400 square foot accessory building as well as two small outbuildings. The project will not require the removal of any trees.

e) *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?*

No Impact

The property has been previously developed and has been used to support various commercial type businesses. The project will not convert any farming or forestland uses.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
III. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of any applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) *Conflict with or obstruct implementation of the applicable air quality plan?* **No Impact**

The project is located within a part of the North Coast Air Basin. The Mendocino County Air Quality Management District (AQMD) is responsible for enforcing the State and Federal Clean Air Acts as well as local air quality protection regulations. The project will not conflict with or obstruct implementation of any air quality plan.

b) *Violate any air quality standard or contribute substantially to an existing or projected air quality violation?* **Less than Significant Impact**

The applicant is proposing to utilize an existing 1,800 square foot building to support the bar. Except for interior remodeling, no new construction is proposed. The project will not violate any air quality standard or contribute substantially to an existing or projected air quality violation. Condition Numbers 2 is listed to ensure that the project does not generate excessive dust.

- c) *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?* **Less than Significant Impact**

According to AQMD, the District is in attainment for all Federal criteria air pollutants and is also in attainment for all State standards except Particulate Matter less than 10 microns in size (PM10).

The most common source of this pollutant is wood smoke from home heating or brush fires, and dust generated by vehicles traveling over unpaved roads. A PM-10 attainment plan was finalized in 2005 that provides mitigation measures for construction and grading activities and unpaved roads. The applicant is utilizing existing structures and parking lot to support the project. The project will not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard.

- d) *Expose sensitive receptors to substantial pollutant concentrations?* **Less than Significant Impact**

Sensitive receptors can include schools, parks, playgrounds, day care centers, nursing homes, hospitals, and residential dwellings. The project would emit minimal air quality pollutants during its normal operation. A minimal amount of dust would be generated from the access road and parking lot but this would not constitute a substantial pollutant concentration due to the short length of the road and relatively small size of the parking lot. The site is not located in an area that contains Naturally Occurring Asbestos. Vegetation along the creek would help shield dust from impacting Willits High School property to the north. The nearest off-site residence is approximately 360 feet southeast of the project site. The project will not expose sensitive receptors to substantial pollutant concentrations.

- e) *Create objectionable odors affecting a substantial number of people?* **No Impact**

The applicant is proposing to utilize an existing structure to support the bar. City sewer is available to serve the project. The proposed project does not include activities that would create significant objectionable odors.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES: Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

regional plans, policies, regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) *Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.* **No Impact**

The California Natural Diversity Database (CNDDDB) does not indicate the presence of any sensitive plant or animal species to be located on the subject property. The project will be supported by existing site development. The applicant is not proposing to remove any vegetation. The project will not result in any significant impact on plants or wildlife; however the project is subject to the Department of Fish and Game Code Section 711.4 wildlife habitat loss mitigation fee. See Condition Number 26.

b) *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations and or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?* **Less than Significant Impact**

The property is relatively flat and is improved with four structures, a 1,800 square foot commercial building, a 2,400 square foot accessory building as well as two smaller outbuildings. Area surrounding the site is not identified in any regional plans, or subject to special policies and regulations of the local government. The California Department of Fish and Wildlife, and the US Fish and Wildlife Service do not have any specific plans or policies that apply to this project site. The property has been previously developed and is not composed of pristine habitat. There are no sensitive natural communities identified in any local or regional plans, or regulated by the CDFW or the USFWS. There will not be a significant impact to riparian or sensitive communities as a result of the proposed project.

c) *Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?* **No Impact**

There are no identified wetlands on the site. The property has been previously developed. There would be no impact to federally protected wetlands as a result of the proposed project.

- d) *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?* **Less than Significant Impact**

The proposed project would not impact any fish species. The property has been previously developed to support a variety of past commercial uses. The property is in a relatively developed location given the character of the surrounding landscape, with civic and commercial buildings as well as Highway 101 in place. It is unlikely that local wildlife is utilizing the site as a nursery given the existing level of development and lack of significant vegetation. The project will not significantly interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

- e) *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?* **No Impact**

The proposed project would not conflict with local ordinances or policies protecting biological resources.

- f) *Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional, or state habitat conservation plan?* **No Impact**

There are no adopted Habitat Conservation Plans, Natural Community Conservation Plans, or other approved local, regional, or state habitat conservation plans for the site of the proposed project.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

V. Cultural Resources a) through e) No Impact

There are no historical resources on site. The project is not located in a geologic formation that commonly contains paleontological resources, nor does the site contain unique geologic features. The property has been previously developed, and there are no visible unique geologic features on site. There are no formal cemeteries in the vicinity of the project site. It is very unlikely that human remains will be encountered at

the site during construction. However, if remains are encountered, California Health and Safety Code 7050.5 require that the County Coroner be contacted immediately. If the county Coroner determines the remains to be Native American, the California Native American Heritage Commission will then be contacted by the Coroner to determine appropriate treatment of the remains pursuant to Public Resource Code 5097.98.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>VI. GEOLOGY AND SOILS.</u> Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- a) *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:* i) *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.* ii) *Strong seismic ground shaking?* iii) *Seismic-related ground failure, including liquefaction?* iv) *Landslides?* **No Impact**

According to the Division of Mines and Geology Special Publication 42 index map, the project site is not in a fault zone. The project will not expose people or the structure to fault rupture. The site is located in Northern California which does have the potential to be exposed to strong earthquakes. Any project in the area could be subjected to a strong earthquake affecting the region. Any future structures or remodeling of existing structures would need to be built to modern construction standards and would be designed to withstand earthquakes that can be expected in the region.

The flat character of the site indicates that a landslide would be very unlikely. The site and project itself would not destabilize the property in a way that would subject surrounding land uses to an increased risk from landslides.

*b) Result in substantial soil erosion or the loss of topsoil? **Less than Significant Impact***

No grading is proposed although minimal grading may be required for trenching, fence construction, etc... Should grading be required, Condition Number 3 will address immediate and short-term impacts from grading activities and ensure that adequate drainage is provided.

*c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? **No Impact***

Due to the relatively high amount of development and lack of open ground in the area, the soil unit for the property is categorized as Urban Land. Underlying soils near creekbeds in the area typically consist of Talmage soils (USDA Web Soil Survey, 2014). The soil on site is not subject to lateral spreading, liquefaction, or collapse. Given that no new construction is proposed and the relatively flat site, the project indicates that the site would not become unstable as a result of the proposed project. There are no landslides visible in a review of aerial imagery in the area, and it is unlikely, given the soil type, vegetation, and topography of the site that the project would result in on- or off-site landslide as a result of the proposed project.

*d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? **No Impact***

Due to the relatively high amount of development and lack of open ground in the area, the soil unit for the property is categorized as Urban land. Underlying soils near creekbeds in the area typically consist of Talmage soils (USDA Web Soil Survey, 2014). The soil on site is not considered to be an expansive soil as defined in Table 18-1-B of the Uniform Building Code (1994).

*e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? **No Impact***

No on-site septic or waste water disposal systems are proposed or required to accommodate the project.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. GREENHOUSE GAS EMISSIONS. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

purpose of reducing the emissions of greenhouse gases?				
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a) *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?* **Less Than Significant Impact**

This property has been previously developed and has been used to support a number of commercial businesses in the past. Emissions as a result of any grading or construction will be short term and minimized by the use of modern construction equipment and methods. Emissions as a result of regular operations will be the result of power usage. Traffic to the site will vary depending on the number of customers but is assumed to be similar to vehicle traffic resulting from the bar at its previous location in the City. The proposed project will not occur at a scale or scope with potential to contribute substantially or cumulatively to the generation of GHG, either directly or indirectly.

b) *Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?* **No Impact**

There are no adopted local plans for reducing the emission of greenhouse gasses.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>VIII. HAZARDS AND HAZARDOUS MATERIALS.</u> Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?* **No Impact**

The project will not require the routine transport, use, or disposal of hazardous materials.

b) *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?* **No Impact**

The project does not require hazardous materials to be stored on site.

c) *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?* **No Impact**

The project will not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste.

d) *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?* **No Impact**

The project is not located on a hazardous materials sitelisted in the EnviroStor database maintained by the California Department of Toxic Substance Control(California Department of Toxic Substance Control, 2014).

e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?* **No Impact**

The Willits Municipal Airport is the closest airport which is open to the public, and is located approximately 2.5miles northwest of the project site. The project will not result in a safety hazard to those working at or around the project area.

f) *For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?* **No Impact**

There are no private airstrips in the project vicinity.

g) *Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?* **No Impact**

The City has identified U.S. Highway 101 as an evacuation route on the Community Safety Map included with the General Plan. Traffic levels would not significantly increase as a result of the proposed project that they would impede an evacuation. Traffic levels resulting from the project are anticipated to be similar to those levels resulting from the bar at its previous location.

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? **No Impact**

The project does not occur where residences are intermixed with wildlands. The project will not expose people or structures to significant risk due to wildland fires.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
IX. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
k) Result in an increase in pollutant discharges to receiving waters considering water quality parameters such as temperature, dissolved oxygen, turbidity and other typical stormwater pollutants (e.g. heavy metals, pathogens, petroleum derivatives, synthetic organics, sediment, nutrients, oxygen-demanding substances, and trash)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
l) Have a potentially significant impact on groundwater quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
m) Impact aquatic, wetland or riparian habitat?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

IX. Hydrology and Water Quality a) through m) No Impact or Less than Significant Impact

The property has been previously developed and no new construction or grading is proposed. The northeast corner of the property is within the 100 year flood plain as determined by the Federal Emergency Management Agency (FEMA) due to its proximity to Mill Creek. No development is proposed or necessary within the 100 year flood plain to support the project. City water and sewer services are available to support the project. The project will not violate any water quality standards or waste discharge requirements. The project is not within a dam inundation zone, and would not create an impoundment, reservoir, or levee that could threaten surrounding residences. The property is relatively flat and is not subject to Inundation by seiche, tsunami, or mudflow. No riparian vegetation removal is proposed or necessary to support the project. Should grading be required, Condition Numbers 3 will help to prevent erosion and its potential impact to water quality. The project will not have a significant impact to water quality.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>X. LAND USE AND PLANNING.</u> Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) *Physically divide an established community?* **No Impact**

The project will not result in any physical improvements or barriers that would divide an established community.

b) *Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?* **Less than Significant Impact with Mitigation Incorporated**

A discussion of applicable regulations and policies is found throughout the Initial Study and staff report. The project does have the potential to exceed noise level standards found in the City General Plan. Staff has identified Condition Numbers 4, 5 and 6 to help ensure compliance with applicable noise standards by limiting the hours of amplified music and identifying additional measures that can be implemented by the applicant should noise conflicts arise. Further discussion found below in Initial Study Item XII Noise. Provided the applicant adheres to the mitigation measures identified by staff, the project will not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect.

c) *Conflict with any applicable habitat conservation plan or natural community conservation plan?* **No Impact**

The project is not located within any habitat conservation or natural community conservation plan areas.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>XI. MINERAL RESOURCES.</u> Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) *Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?* **No Impact**

There are no known mineral resources on the site that would be of value to the region or the residents of the state.

- b) *Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?***No Impact**

The property does not include a mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>XII. NOISE</u> -- Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- a) *Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies?***Less than Significant Impact with Mitigation Incorporated**

The City had adopted noise standards to avoid noise conflicts between various land uses. General Plan Noise Policy 4.210 states,

The City seeks to maintain ambient noise levels of 55 dBA (CNEL) in existing residential areas.

Further, General Plan Noise Policy 4.250 states,

Noise from all sources should be maintained at levels that will not adversely affect adjacent properties or the community, especially during the evening and early morning hours.

The applicant is requesting to operate the bar between the hours of 9:00 a.m. and 2:00 a.m. each day. The potential to generate noise levels at nearby residences in excess of the above noted standards is likely to occur during nighttime hours. The most sensitive receptors to noise in the area are single-family residents. Commercial and civic uses in the area are typically not in use during late night hours and typically generate more noise relative to residential uses. As activities will occur inside the building and with the closest off-site residence being approximately 360 feet to the southeast, normal activities associated with the bar are unlikely to create noise levels in excess of noise standards established in the General Plan.

The applicant has informed staff that they will occasionally offer entertainment such as hosting live bands, karaoke and dj's for the enjoyment of their customers. These types of associated activities have the potential to exceed established noise levels standards and adversely affect the neighborhood both from amplified music as well as from the gathering of a large number of people outside.

Staff has identified the following conditions be placed on the project to minimize potentially significant impacts related to noise and ensure the project conforms to the General Plan Noise Policies. Staff recognizes that a juke box of similar device includes amplified music, however it is not staff's intent that these conditions apply to such a device. Rather these conditions are offered to minimize noise impacts from special events. The applicant is expected to control juke box types device volumes to normally accepted levels.

Condition Number 4 requires the applicant to keep doors and windows shut when amplified music is occurring after 7:00 p.m. Adequate ventilation within the building will need to be provided.

Condition Number 5 limits the hours of amplified music between 5:00 p.m. to 10:00 p.m. each day of the week. Staff further recommends that the applicant identify appropriate measures to minimize potential noise impacts to nearby residences during these types of activities.

Condition Number 6 requires the applicant to supply a list of voluntary measures that the applicant may take should verified noise complaints be received by the City of Willits Police Department or the Community Development Department. This may include such precautions as discouraging large numbers of people from loitering outside, limiting the number of events, installing a noise barrier such as a wooden fence, etc.....

Additional measures may be placed on the permit should the applicant fail to adequately minimize noise impacts to off-site receptors. Failure of the applicant to adequately respond to verified noise complaints may result in a restriction on special events or as a final measure, revocation of this permit.

b) *Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? **No Impact***

There are no activities associated with the project that would generate excessive groundborne vibration or groundborne noise levels.

c) *A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? **No Impact***

The project will not result in any permanent increase in ambient noise levels in the project vicinity.

- d) *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?* **Less than Significant Impact with Mitigation Incorporated**

The project has the potential to cause a substantial temporary or periodic increase in ambient noise levels in the project vicinity. Background noise levels at the site and nearby receptors fluctuate depending on surrounding activity. The primary noise generator in the area is U.S. Highway 101 traffic.

The applicant is requesting to operate the bar between the hours of 9:00 a.m. and 2:00 a.m. each day. Normal operations during daytime hours are not expected to significantly increase ambient noise levels in the project vicinity. Amplified music from special events and customers congregating outside will be the largest sources of noise as a result of the project. These activities are likely to significantly increase ambient noise levels during nighttime hours when existing ambient noise levels are relatively quiet.

Staff is recommending Condition Numbers 4, 5 and 6 to minimize noise levels that could cause a potentially significant impact to off-site receptors. Condition Number 4 requires the applicant to keep doors and windows shut after 7:00 p.m. when amplified music is occurring. Condition Number 5 limits the hours of amplified music between 5:00 p.m. to 10:00 p.m. each day of the week. Condition Number 6 requires the applicant to supply a list of voluntary measures that the applicant may take should verified noise complaints be received by the City of Willits Police Department or the Community Development Department

Further restrictions may be placed on the permit should the applicant fail to adequately minimize noise impacts to off-site receptors. Failure of the applicant to adequately respond to verified noise complaints may result in a restriction on special events or as a final measure, revocation of this permit.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?* **No Impact**

There are no airports located within 2 miles of the project site.

- f) *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?* **No Impact**

There are no private airstrips within the vicinity of the project site.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>XIII. POPULATION AND HOUSING.</u> Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XIII Population and Housing a) thru c) No Impact

The project will not induce population growth and create a demand for new housing nor will existing residences be displaced or removed as a result of the project.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>XIV. PUBLIC SERVICES.</u>				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Medical Services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Fire protection, police protection, schools, parks, other public facilities?* **Less than Significant Impact with Mitigation Incorporated**

Demand for fire protection services will not significantly increase as a result of the project. The project is within the local responsibility area of the Little Lake Fire Department (LLFD). The LLFD reviewed the proposed project and identified a number of fire safe improvements that need to be completed to the existing building prior to its use as a commercial bar. Condition Number 7 notes the need to upgrade the existing building to meet applicable Fire Code.

Establishment of a bar can result in a significant increase in the demand for police services. The City of Willits Police Department (WPD) is the first responder to any call for service that may stem from the property. WPD reviewed the project and provided an email to staff dated June 3, 2015 recommending the project incorporate a number of measures to help minimize WPD calls for services resulting from project activities. Project concerns notes by WPD include on-going property use by truant juveniles and transients, project proximity to Willits High School and San Hedrin Continuation School, issue of conflicting accounts when responding to potential illegal activities occurring on-site as well as security concerns during special events. To address WPD concerns and minimize the potentially significantly increase in the need for police services, staff has identified the following mitigation measures.

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

To minimize trespassing, Condition Number 9 requires the applicant to install fencing around the bar and parking lot.

To ensure that adequate security is being provided to support each special event, the applicant will be responsible for ensuring that the Chief of Police is notified a minimum of ten (10) days in advance of special events that may attract larger than normal crowds. The Chief of Police may require the owner/operator to provide additional licensed security personnel on site to provide adequate crowd control (see Condition Number 10).

Condition Number 11 requires the applicant to implement a video camera safety plan which includes, at a minimum:

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

These mitigation measures are being recommended to minimize activities that could potentially result in a significant increase in the need for police services.

The project will not increase population or demands for medical services, schools or parks. The project will have no direct impact on public facilities.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>XV. RECREATION.</u>				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XV Recreation a) and b) **No Impact**

(a& b) The project will not increase the use of recreational facilities. Nor will it generate demand for new or expanded recreational facilities.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>XVI. TRANSPORTATION/TRAFFIC.</u>				
Would the project:				
a) Generate substantial additional vehicular movement?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Effect existing parking facilities, or demand for new parking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially impact existing transportation systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Alter present patterns of circulation or movement of people and/or goods?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Increase traffic hazards to motor vehicles, bicyclists or pedestrians.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a) *Generation of substantial additional vehicular movement?* **Less than Significant Impact**

Access to the site is provided from an existing 36 foot wide driveway off U.S. Highway 101 that solely serves the subject property. According to the LLFD, the building used to support the bar will have a maximum occupancy of 49 people. The property has previously supported a number of different commercial uses including retail sales. Project is expected to generate more traffic than previous commercial uses at this site and similar levels of traffic to levels resulting from “John’s Place” at its previous location on Commercial Street as well as other drinking establishment in the City. The project will not result in the generation of substantial additional vehicular movement or traffic levels.

b) *Effect existing parking facilities, or demand for new parking?* **Less than Significant Impact**

Chapter 17.52.030(K) of the Zoning Code prescribes the number of off-street parking spaces that are required to support the project which is one (1) parking space for every 300 square feet of gross floor area within the building being used for the business. Recognizing that the commercial building being used to support the business is 1,800 square feet (30 feet by 60 feet) in size, the applicant is required to provide six (6) parking spaces of which one (1) will need to be a handicap parking space.

Chapter 17.52.060 further requires that each parking space have an area no less than *nine feet wide and twenty feet long. All parking spaces and driveways serving them shall be hard surfaced, with a minimum of one and one-half inches of road oil mix or other surfacing of a more durable type such as asphalt concrete.* The parking area is currently improved with a gravel base. Staff recognizes that a number of commercial business have existing at this site and were not required to improve the parking area. The Commission may determine that the current gravel base is adequate to meet the intent of Chapter 17.52.060 or alternatively require additional improvements to the parking lot surface. Condition Number 12 requires that all parking spaces be marked. Staff notes that the required handicap space and its pathway to the business must be improved to meet American Disability Act standards.

The applicant has provided a site plan showing proposed parking area which encompasses approximately 8,625 square feet. Staff determined that adequate area existing to provide parking consistent with the City off-street parking standards (Chapter 17.52) and allow for adequate vehicular maneuverability. Condition Number 13 requires the applicant to provide parking consistent with Chapter 17.52 of the Zoning Code.

The project will not utilize off-site parking facilities or create a demand for additional off-site parking spaces.

c) Substantial impact upon existing transportation systems? **Less than Significant Impact**

The project is expected to generate similar traffic levels which resulted from "John's Place" at its previous location on Commercial Street as well as being generated from other drinking establishment in the City. Access is provided from existing driveway off U.S. Highway 101 which is the main thoroughfare through the City. The driveway is approximately 260 feet south of the Sherwood Road and U.S. Highway 101 intersection. At times, there can be a significant number of vehicles lining up on the U.S. Highway 101 awaiting an opportunity to turn left onto Sherwood Road. During these times of heavier traffic, it's probable that vehicles may be stacked far enough south within the middle lane that they would impede a vehicle that is trying to make a left hand turn out of the subject property. Similarly, those wanting to turn left into the property when travelling southbound on the Highway may be impeded from doing so, causing traffic to back up. Situation described is typically limited to the work commute hours around 7:00 a.m. to 8:00 a.m. and 4:30 p.m. to 5:30 p.m.

The California Department of Transportation (Caltrans) reviewed the project and has provided a letter to staff dated February 3, 2015 recommending site improvements to be completed by the applicant. Upon completing a site view, Caltrans staff noted the following observations:

- *There is an existing 36 feet wide driveway servicing the parcel. The required 4 foot wide pedestrian area behind the ramp is not the full width for the entirety of the ramp.*
- *The sidewalk is 7 feet 9 inches wide.*
- *A planted tree has heaved the sidewalk 3-5 inches at north end of lot.*

Caltrans is recommending the following work be completed for the project:

1. The driveway be paved the full width behind the sidewalk to the fence line to reduce tracking onto the Highway as well as bring the pedestrian walkway to the required width of four (4) feet.
2. Remove heaved up concrete around the planted tree and replaced with asphalt concrete to alleviate the tripping hazard.

Condition Number 14 requires the applicant to complete driveway and sidewalk improvements identified by Caltrans. Condition Number 15 states Caltrans requirement to obtain an encroachment permit and follow their procedures prior to completing any work within the State right of way.

The project will have similar impact to the existing transportation system, which in this case is primarily Highway 101 as other eating and drinking establishments in the City. The project will not result in traffic levels that will have a significant impact upon existing transportation systems.

d) Alter present patterns of circulation or movement of people and/or goods? **Less than Significant Impact**

Existing transportation system provides adequate access to the property. The project will not result in a substantial increase in traffic levels that would require the County to alter present traffic patterns. Further discussion found under Item XVI a) and c) of the Initial Study.

e) *Result in inadequate emergency access?* **Less than Significant Impact**

Access to the site is provided from an existing 36 foot wide driveway off U.S. Highway 101 that solely serves the subject property. LLFD reviewed the project and did not find issue related to emergency access.

f) *Increase in traffic hazards to motor vehicles, bicyclists or pedestrians.* **Less than Significant Impact**

General Plan Circulation Implementation Measure 2.350 states in part

Require bicycle storage facilities as a condition of approval ... for all commercial development proposals.

Consistent with this measure, Condition Number 16 requires the applicant to install a bike rack to accommodate a minimum of two bicycles.

The project will not result in a significant increase in traffic along U.S. Highway 20 or traffic hazards to motor vehicles, bicyclist or pedestrians. Further discussion found under Item XVI a) and c) of the Initial Study.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>XVII. UTILITIES AND SERVICE SYSTEMS.</u> Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVII Utilities and Service Systems a through g) No Impact

The property is served by City water and sewer services. The property has previously been developed and the applicant is utilizing an existing building and parking lot to support the project. Property drainage patterns will not be significantly altered as a result of the project. Condition Number 17 requires the applicant to identify adequate area and location for the storage of garbage and recyclable materials/receptacles which is acceptable to the city's franchise hauler.

<u>XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.</u>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XVIII Mandatory Findings of Significance a) through c) Less than Significant Impact

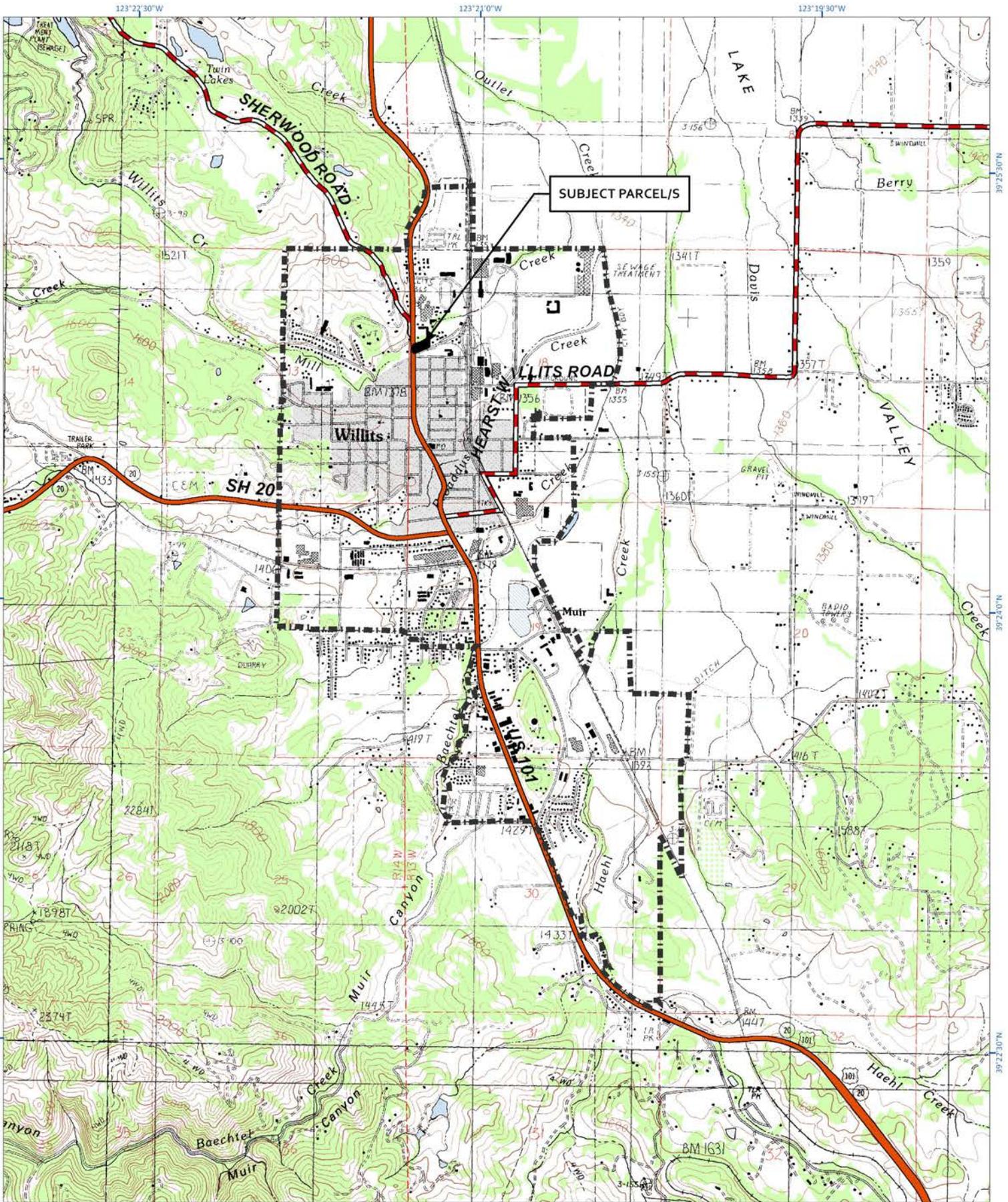
As discussed throughout the Initial Study, the project does not have the potential to substantially degrade the quality of the environment or substantially reduce habitat of sensitive species. The project does not have impacts that are individually limited but cumulatively considerable. Nor will the project cause significant environmental effects that adversely affect human beings. There are no impacts associated with the current project that become significant when considered in conjunction with other existing or planned facilities in the vicinity. The project poses no significant impacts related to the mandatory findings of significance.

DATE

DUSTY DULEY
CONTRACT PLANNER

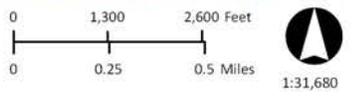
REFERENCES

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CASE: U 14-03
OWNER: NANNA, Allen & Patsy
APN: 005-110-07-05
APLCT: Daniel W. Chesser
ADDRESS: 151 N. Main St., WI

-  Incorporated City Limits
-  Highways
-  Major Roads



LOCATION MAP

Map produced by the Mendocino County Planning & Building Services, May, 2015
 All spatial data is approximate. Map provided without warranty of any kind.



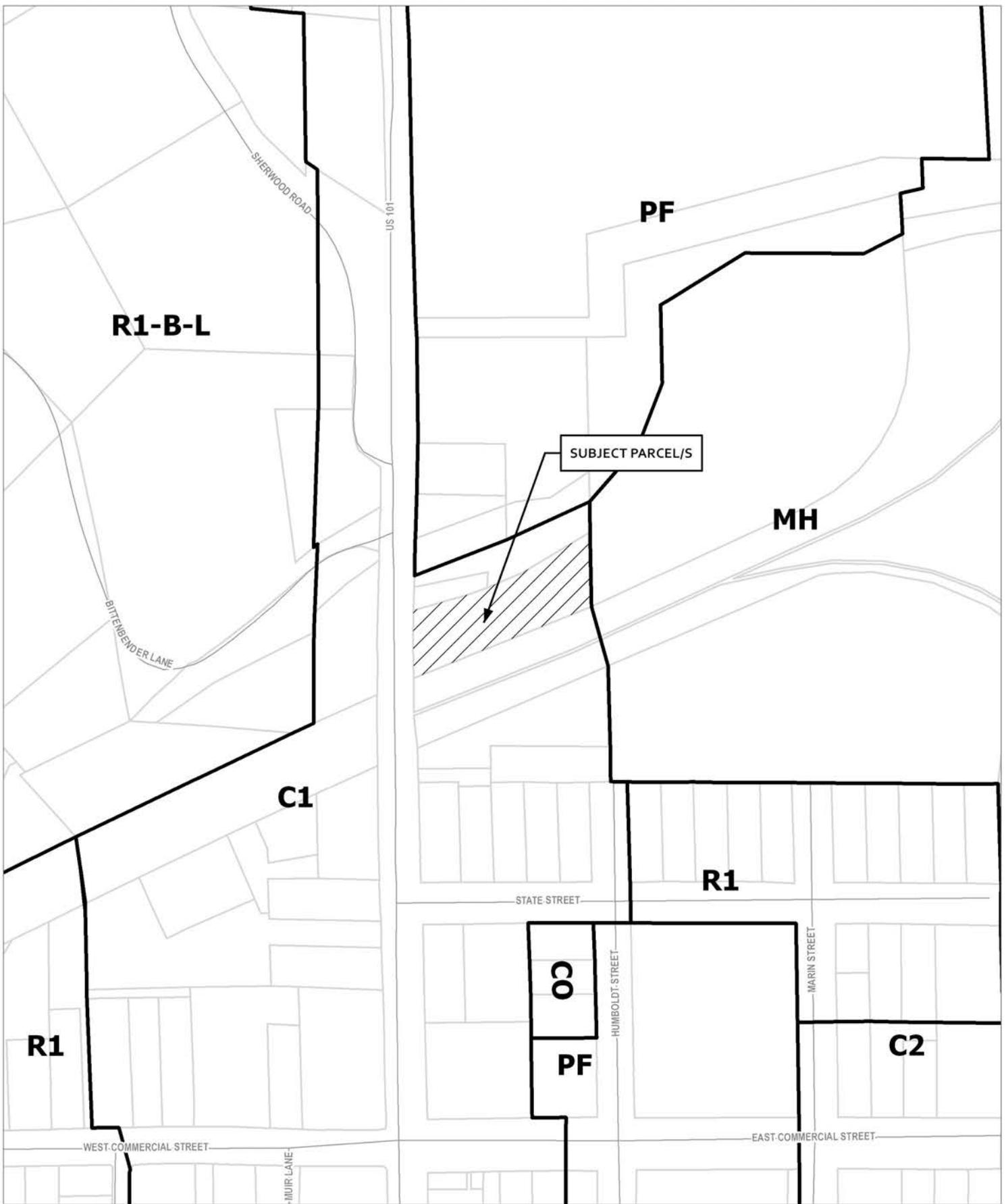
CASE: U 14-03
OWNER: NANNA, Allen & Patsy
APN: 005-110-07
APLCT: Daniel Chesser
ADDRESS: 151 N. Main St., WI

—+— Railroads

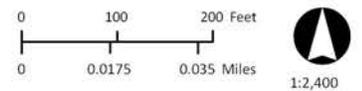
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GOOGLE EARTH IMAGERY
IMAGERY DATE: 8-17-2013



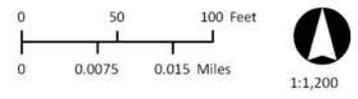
CASE: U 14-03
OWNER: NANNA, Allen & Patsy
APN: 005-110-07-05
APLCT: Daniel W. Chesser
ADDRESS: 151 N. Main St., WI



ZONING DISPLAY MAP



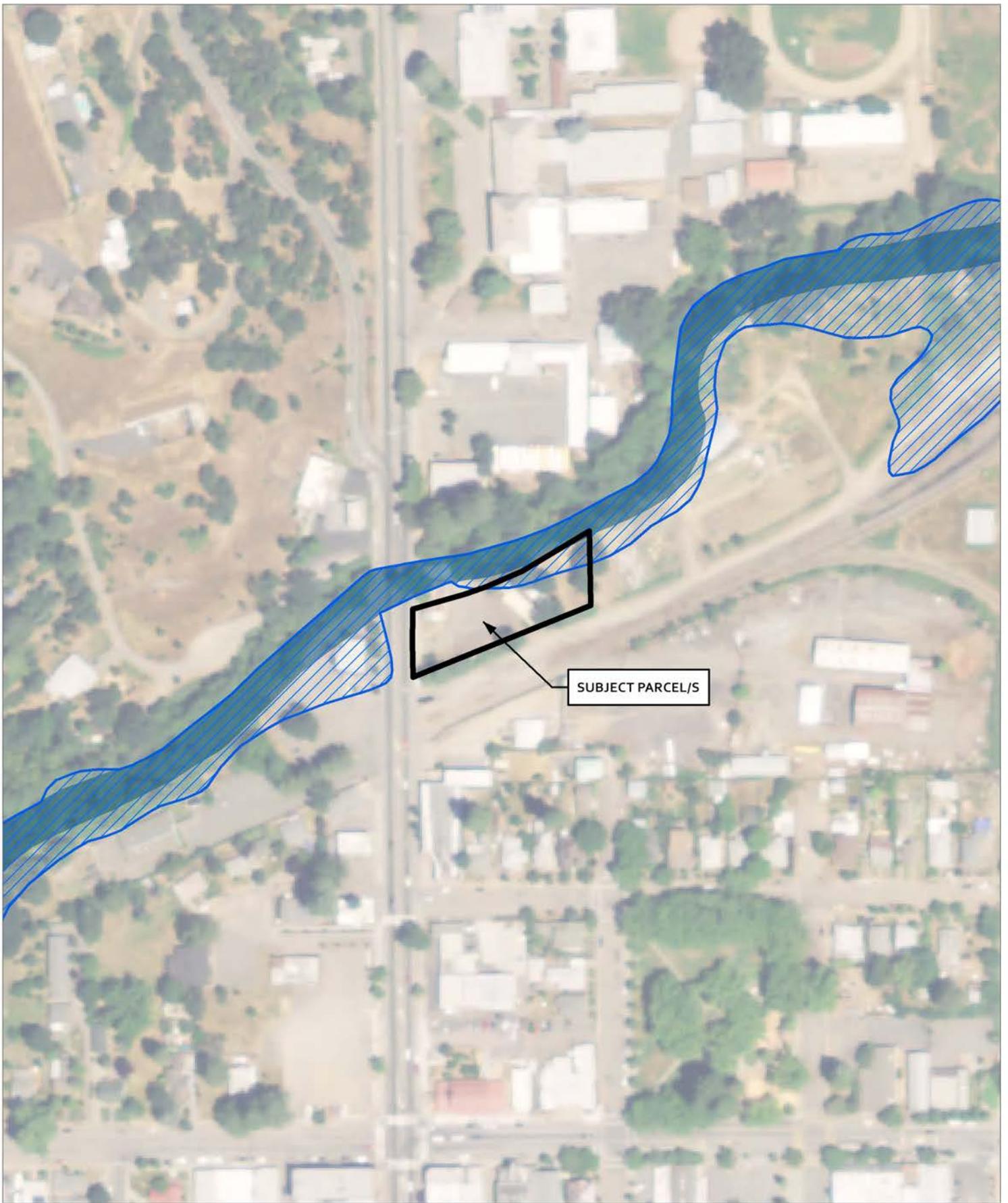
CASE: U 14-03
OWNER: NANNA, Allen & Patsy
APN: 005-110-07-05
APLCT: Daniel W. Chesser
ADDRESS: 151 N. Main St., WI



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ADJACENT PARCELS

Map produced by the Mendocino County Planning & Building Services, May, 2015
 All spatial data is approximate. Map provided without warranty of any kind.



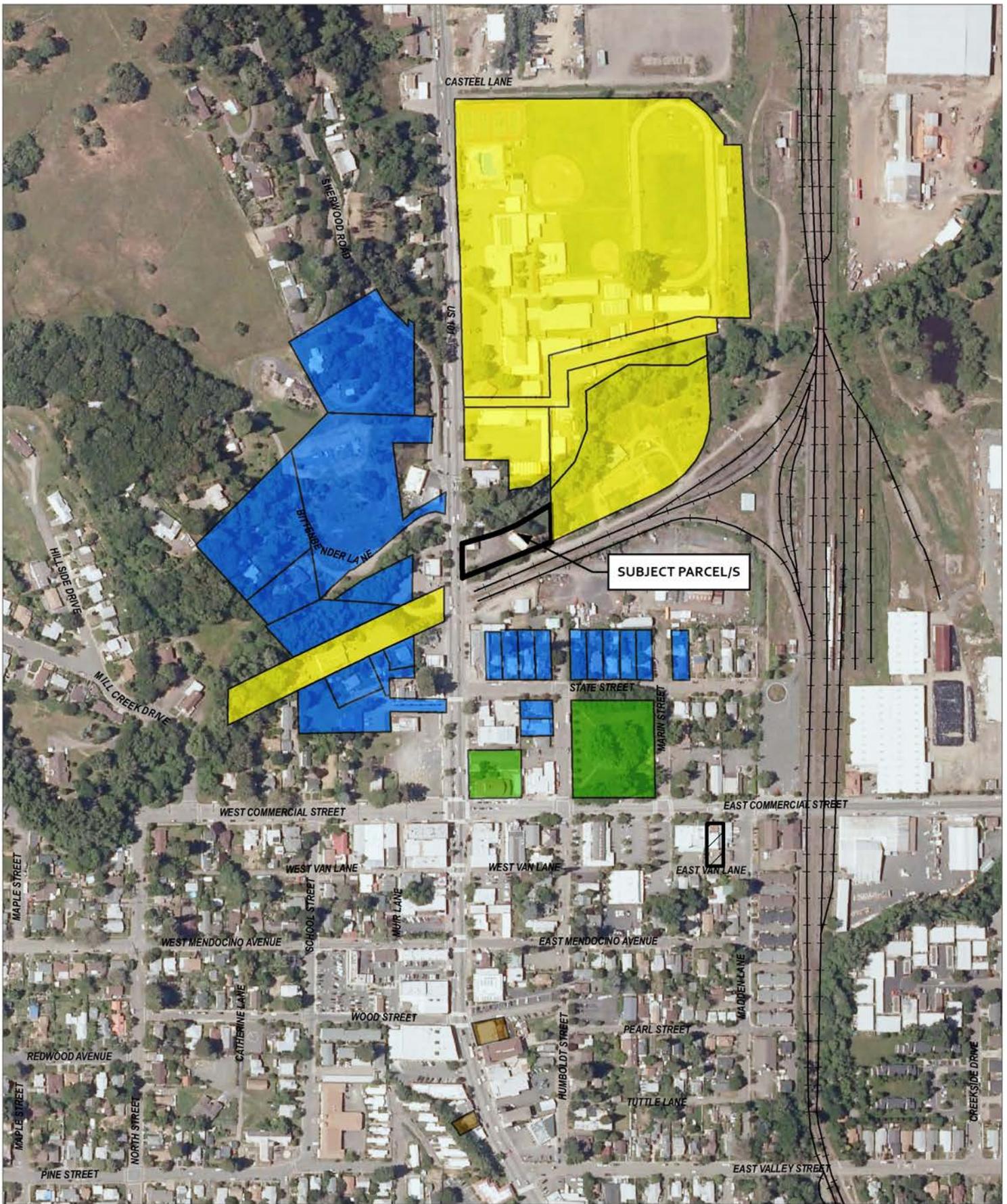
CASE: U 14-03
OWNER: NANNA, Allen & Patsy
APN: 005-110-07-05
APLCT: Daniel W. Chesser
ADDRESS: 151 N. Main St., WI

 Flood Zone
 Floodway

0 100 200 Feet
0 0.0175 0.035 Miles

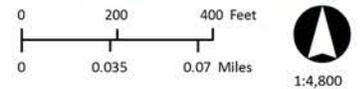
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FEMA FLOOD ZONE
NFIP MAPS, JUNE 2nd, 2011

Map produced by the Mendocino County Planning & Building Services, May, 2015
All spatial data is approximate. Map provided without warranty of any kind.



CASE: U 14-03
OWNER: NANNA, Allen & Patsy
APN: 005-110-07
APLCT: Daniel Chesser
ADDRESS: 151 N. Main St., WI

- Railroads
- Previous Location
- Residences within 500 ft.
- Schools
- Civic Uses
- Existing Bars



LAND USE MAP

Map produced by the Mendocino County Planning & Building Services, June, 2015
 All spatial data is approximate. Map provided without warranty of any kind.

