



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

WILLITS CITY COUNCIL AGENDA

MARCH 9, 2011 ♦ 6:00 P.M. ♦ COUNCIL CHAMBERS

1. **OPENING MATTERS** – a) Call to Order; b) Pledge to Flag; c) Roll Call
2. **PUBLIC MATTERS**
 - (a) Recognition of Dale Dingman for His Years of Service to the Willits Cultural Arts Commission
 - (b) Discussion and Possible Action Approving a Non-Exclusive Public Recreational Facility Use Agreement with Willits Redwood Little League
3. **PUBLIC COMMUNICATIONS**

Council welcomes participation in its meetings. Comments shall be limited to five 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.
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:

 - a. City Council Minutes:
 - February 9, 2011
 - February 23, 2011
 - b. Disbursements Journals:
 - Warrant Nos. 17244-17254, Totaling \$32,663.70
 - Warrant Nos. 17255-17324, Totaling \$107,485.59
 - c. Building Inspection Activity Reports – February 2011
 - d. Receive Applications for Alcoholic Beverage Licenses, as Follows: 1) Redwood Oil Company, Inc., dba Willits Chevron (One Application), Located at 781 South Main Street; and 2) Alpesh Naresh Jivan, dba G&W John's Place & Kwik Stop (Two Applications), Located at 255 East Commercial Street
 - e. Agreement with Mendocino County Sheriff's Office for Animal Control Patrol Services
 - f. Resolution Approving an Easement Agreement Between the City of Willits and PG&E for the Installation and Maintenance of an Electrical Service at the Wastewater Treatment Plant
 - g. Resolution Authorizing Certain Cultural Arts Commission Members and City Staff as Authorized Agents to Pick Up Night Depository Bags from Savings Bank of Mendocino County
5. **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.

6. COMMISSIONS, AGENCIES AND AUTHORITIES

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

7. OLD BUSINESS

8. CITY MANAGER REPORTS AND RECOMMENDATIONS

- a. Discussion and Possible Action Related to Issues on the Railroad Avenue Bridge Project
- b. Discussion and Possible Action to Award a Contract to Harris and Associates, for Construction Management Services for the Railroad Avenue Bridge Project, in an Amount Not to Exceed \$176,660
- c. Other Reports – Verbal/No Action

9. DEPARTMENT RECOMMENDATIONS

- a. Police Chief
- b. City Planner
- c. City Attorney
- d. Public Works Director
- e. City Engineer
 - (1) Presentation of Proposed Sewer Ordinance Revisions
- f. Finance Director/City Treasurer
 - (1) Discussion and Possible Action Approving a Computer Use Policy
- g. City Clerk/Human Resources Director

10. CITY COUNCIL AND COMMITTEE REPORTS

- a. Mendocino Council of Governments (MCOG)
- b. Local Agency Formation Commission (LAFCO)
- c. Mendocino Transit Authority (MTA)
- d. Revit-ED Committee
- e. Mendocino Solid Waste Management Authority-Joint Powers Authority (MSWMA-JPA)
- f. Economic Development and Financing Corporation (EDFC)
- g. League of California Cities
- h. Water Resources Committee
- i. Sewer System Committee
- j. Finance Committee
- k. Caltrans Ad Hoc Committee
- l. Other Committee Reports

11. COUNCIL MEMBER REPORTS AND RECOMMENDATIONS

12. ENACTMENT OF ORDINANCES

13. GOOD & WELFARE

14. CLOSED SESSION NOTICE

- a. Conference with Legal Counsel Pursuant to Government Code §54956.9 – Existing Litigation: Brooktrails Township Community Services District, a Public Agency vs. City of Willits, a General Law City; and DOES 1 through 100, Inclusive; Case No. SCUJ CVG-1056037
- b. Conference with Legal Counsel Pursuant to Government Code §54956.9 – Existing Litigation: Northern California River Watch, a Non-Profit Corporation, vs. City of Willits and DOES 1 through 10, Inclusive; Case No. USDC 4:11-CV11-00323 NJV

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 4th day of March, 2011.
Adrienne Moore, City Clerk*

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The meeting room is wheelchair accessible and disabled parking is available. If you are a person with a disability and need disability-related modifications or accommodations to participate in this meeting, please contact Adrienne Moore, City Clerk, at (707) 459-4601 or cityclerk@willitscity.com. Requests for such modifications or accommodations must be made at least two full business days prior to the meeting.

ADDITIONAL MEETING INFORMATION FOR INTERESTED PARTIES

Materials related to an item on this Agenda submitted to the Willits City Council, Planning Commission, or Community Development Agency after distribution of the agenda packet are available for public inspection at City Clerk's office at 111 E. Commercial Street, Willits, during normal business hours.



Item No. 2b

Meeting Date: March 9, 2011

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members
From: Paul Cayler, City Manager
Joanne Cavallari, Finance Director/City Treasurer

Agenda Title: DISCUSSION AND POSSIBLE ACTION APPROVING A NON-EXCLUSIVE PUBLIC RECREATIONAL FACILITY USE AGREEMENT WITH WILLITS REDWOOD LITTLE LEAGUE

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

Summary of Request: For many years, the Willits Redwood Little League has utilized the City's recreational facilities for baseball practice, games, and related activities. Now that the new fields and concession stands are completed, staff recommends that the City negotiate an agreement with the league to govern the use of the facilities. We believe that this agreement will protect the City's interest in the new facility, as well as the older facility across the street. We have invited comments from Little League President, Randy Huss.

We intend to develop a similar agreement for the Willits Youth Soccer League prior to the start of soccer season in the fall.

Recommended Action: Review the draft agreement and make any necessary changes. Staff will revise the agreement according to Council direction and have the Mayor and League President sign.

Alternative(s): None recommended.

Fiscal Impact: In view of the contributions made by Little League towards the development of the facilities, both monetary and in volunteer labor, staff is recommending that Use Fees be waived for Little League's use of the facilities.

Personnel Impact: Minimal.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

**NON-EXCLUSIVE PUBLIC RECREATIONAL
FACILITY USE AGREEMENT**

This Non-Exclusive Public Recreational Facility Use Agreement for use of the baseball fields and facilities described herein is made and entered into the ___ of _____, 2011, by and between the City of Willits, a Municipal Corporation of the State of California ("CITY") and the Willits Redwood Little League, a non-profit corporation ("LEAGUE").

RECITALS

A. CITY is the owner of the parcels of improved real property described herein consisting of the baseball fields, concession stands, public restrooms, parking lots and related fixtures and improvements situated on East Commercial Street, Willits collectively referred to herein as the "FACILITIES" and generally known as "Gordon Logan Field" (APN 007-020-02), and "Lofling Field," (APN 007-031-02 and 007-031-04).

B. With the CITY'S approval LEAGUE has used the Lofling Field for Little League sponsored and supervised baseball games and related activities for many years. CITY has recently improved the FACILITIES with the construction of the Gordon Logan Field.

C. CITY and LEAGUE desire to set forth the rights and responsibilities of each with regard to the use and maintenance of the FACILITIES;

NOW, THEREFORE, CITY AND LEAGUE AGREE AS FOLLOWS:

AGREEMENT

1. Priority Use. CITY shall permit LEAGUE to have priority use of the FACILITIES during LEAGUE'S season which normally runs from February through July. LEAGUE shall annually provide CITY with a schedule, subject to CITY approval, for its proposed use of each of the baseball fields and related facilities on or before March 15 of each year. CITY shall retain the right to full use of the FACILITIES and to allow other approved recreational uses when they are not being used by LEAGUE at the days and times of the schedule approved by CITY.
2. Improvements. LEAGUE shall not erect, alter, cause or allow to be erected or altered any structures or improvements on or in the FACILITIES without first submitting a written plan and receiving prior written approvals and all required permits from the CITY. All improvements, structures, alterations or fixtures heretofore or hereafter placed on or in the FACILITIES by LEAGUE shall then and there become the property of the CITY, unless the CITY specifically agrees otherwise in writing, prior to the placing of said items upon the FACILITIES.
3. Waste. LEAGUE shall comply with each and every law and regulation of the federal government, the State, County and CITY and shall not cause or permit waste, injury to or destruction of the FACILITIES, property, or improvements thereon.
4. Concession Stands. The LEAGUE is given the exclusive right to operate the concession stands during LEAGUE events. CITY shall not be responsible for or held liable in any way for loss or damage to LEAGUE personal property or equipment stored therein. CITY shall not be responsible for or held liable in any way for the safekeeping, use, theft of, or loss of League's concession food or related supplies while stored therein. LEAGUE may not sublet or subcontract the concession stands operation at any time.
5. Cleanliness. LEAGUE shall secure, maintain and keep the FACILITIES, including, but not limited to, the restrooms and concession stands, clean and in good repair at all times while in use and shall leave the FACILITIES in a clean, maintained condition at the end of each scheduled use, free of vectors and/or vermin. No offensive refuse matter, nor any substance creating an unnecessary, unreasonable fire hazard or public health or safety hazard, shall be maintained, permitted or remain on the FACILITIES at

any time. LEAGUE shall prevent any such matter or material from being or accumulating upon said FACILITIES and shall immediately clean the area of all debris, waste and recyclable material caused by its concession activities and FACILITIES usage. Further, except as otherwise provided herein, LEAGUE shall provide all supplies, including toilet paper, paper towels, and cleaning supplies, required for the restrooms and concession stands. CITY reserves the right to inspect the FACILITIES, including the restrooms and concession stands, at any time, to ensure compliance with this provision.

6. Recycling. LEAGUE shall recycle all paper, glass and aluminum products used, provided or collected by LEAGUE on the FACILITIES, as directed by CITY, and shall require use of any recycling facilities provided by CITY on the FACILITIES. LEAGUE shall report the disposition of all recycled materials used, provided, or collected at or on the FACILITIES, as required by CITY.
7. Merchandise. Beverages shall be dispensed in paper cups, plastic bottles or cans. Glass containers are prohibited. All merchandise, including but not limited to, food, beverages, confection, refreshments, etc., sold or kept for sale by LEAGUE shall conform to all federal, State, County and CITY laws, ordinances and regulations in every respect. The handling of all edible merchandise shall be subject to State, County and CITY sanitation requirements. The sale of beer, wine, or other intoxicating liquor is strictly prohibited on the FACILITIES, and shall not be permitted, nor allowed to be consumed on the FACILITIES.
8. Equipment, Furnishings and Expendables. Any additional portable equipment and furnishings required by LEAGUE for the concession stands shall be purchased, installed and maintained by LEAGUE at its sole expense, including all portable equipment similar to and including popcorn and refrigerator units and exclusive of structural additions such as electrical wiring, plumbing, exhaust fans, counter tops, windows, built-in units and other fixtures and improvements which are more permanent in nature as provided in Paragraph 2 (Improvements) of this Agreement. Said portable items so furnished by LEAGUE shall remain the LEAGUE's personal property and furnishings, provided that said items can be removed without damage to CITY's property. LEAGUE understands and agrees that this is a non-exclusive agreement. CITY shall not be responsible for or held liable in any way for loss or damage to LEAGUE equipment stored on FACILITIES. LEAGUE shall be allowed a period of thirty (30) days after the expiration of this Agreement or upon notice of termination to remove all LEAGUE equipment, furnishings and fixtures as hereinafter provided. CITY may dispose of any furnishings and/or equipment not removed by LEAGUE within the time provided herein, in any manner deemed appropriate by CITY, in its sole discretion.
9. Maintenance of Structures, Facilities and Equipment. LEAGUE shall promptly maintain, repair and/or replace any CITY fixtures or equipment on the FACILITIES, including restroom fixtures and equipment that have been damaged. CITY shall provide all maintenance, repairs and services required because of normal wear and tear for the ball field structures and facilities constructed and/or installed by CITY. CITY may direct LEAGUE to perform repairs and maintenance to LEAGUE-owned equipment, which repairs and maintenance are deemed by CITY to be necessary to preserve the public health and safety, and for the reasonable operation of the FACILITIES. No equipment provided and/or owned by CITY shall be removed or replaced by LEAGUE without the prior written consent of the CITY. Any and all repairs and maintenance performed by LEAGUE shall be performed by licensed contractors and in accordance with all Federal, State and local laws and regulations. If LEAGUE fails to repair, maintain or replace damaged equipment and/or facilities, within ten (10) days' written notice by CITY, CITY may perform repairs and/or maintenance, and/or replace damaged equipment and/or facilities, and the costs incurred by CITY shall be paid by LEAGUE.
10. Maintenance and Preparation of Fields. LEAGUE shall prepare all fields for play in conjunction with all events for which the concession stands are operated by LEAGUE. LEAGUE shall be responsible for dragging the fields, striping of the fields, placing the bases, installing the mounds and other activities associated with preparing the fields for play. CITY will be responsible for routine landscape maintenance of the fields, including mowing and irrigation. LEAGUE shall be responsible for any repairs to the fields and/or turf which are caused by improper usage, negligence and/or vandalism, as set forth in Paragraph 11 of this Agreement.

11. Damage Deposit. To ensure that all damage to CITY equipment and facilities resulting from LEAGUE's use thereof is corrected and/or paid by LEAGUE as provided herein, LEAGUE shall post a damage deposit with the CITY, in the amount of One Thousand Dollars (\$1,000.00). The damage deposit shall be paid in four equal payments of Two Hundred and Fifty Dollars, (\$250.00) with the first payment due on April 1, 2011, the second payment due on May 1, 2011, the third payment due on June 1, 2011 and the last payment due on July 1, 2011. CITY may use such deposit to offset any costs of repair, replacement or maintenance incurred pursuant to this Agreement, and may periodically require LEAGUE to supplement such deposit so that it is posted in full at all times. LEAGUE's liability for damages shall not be limited by the amount of the deposit, and LEAGUE shall be responsible for the entire cost of repairs, maintenance, and replacement of damaged equipment and facilities resulting from or associated with LEAGUE use or LEAGUE authorized use, in excess of the deposit. LEAGUE's failure to maintain the balance of the deposit as required by CITY, and/or failure to pay for all damages and maintenance as required herein, shall be grounds for immediate termination of this Agreement.
12. Permits and Licenses. LEAGUE shall obtain, in advance, all required permits and licenses in connection with the operation of the concession stands, and any improvements or modifications of the FACILITIES.
13. Security. LEAGUE shall be responsible for its own security program during LEAGUE use or LEAGUE authorized use, of the FACILITIES. Inspection of the concession stands and restrooms may be made at any time by any governmental authority, including the CITY. LEAGUE shall secure the concession stands and restrooms at all times before and after LEAGUE use, or LEAGUE-authorized use, of the FACILITIES, and shall be responsible for all liability, vandalism and damage which may occur as a result of unauthorized use of the concession stands and restrooms during or after LEAGUE use, or authorized use, of the FACILITIES.
14. Ball Fields Park Fees. In consideration of the contributions made by LEAGUE towards the development and construction of the FACILITIES, CITY agrees to waive all applicable Ball Fields Park Fees during the term of this Agreement.
15. Noise/Lighting: Security of Restrooms. All lighting of ball fields and concession stands shall be turned off, and the restrooms shall be secured no later than 10:00 p.m. each night. No motorized maintenance equipment may be operated on the FACILITIES prior to 7:00 a.m. and after 10:00 p.m. LEAGUE's failure to comply with this provision shall be grounds for immediate termination of this Agreement.
16. City Use. CITY shall have the right to use the FACILITIES, including improvements installed by the LEAGUE, for supervised recreational programs sponsored by CITY. However, absolute preference will be given to the LEAGUE for its regularly scheduled activities during the approved dates, including rain dates, and including other scheduling changes which may occur due to circumstances beyond the control of the LEAGUE, provided that the CITY receives two weeks' advance notice, and provided there are no scheduling conflicts with CITY sponsored activities. CITY shall be responsible for the care and maintenance of the FACILITIES when used by the CITY and shall clean all debris and repair all damage resulting from its use.
17. Agreement Not Assignable. LEAGUE shall not assign or transfer the rights granted by way of this Agreement, or any interest therein, and shall not sublet the FACILITIES or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agent and servants of permittee excepted) to occupy or use the FACILITIES, or any portion thereof, without the prior written consent of the CITY.
18. Use and Equipment. LEAGUE shall not commit or suffer to be committed any waste upon the said FACILITIES or any nuisance or other act or thing which may disturb the quiet enjoyment of any property owner or tenant in the vicinity wherein said FACILITIES are situated.
19. Personal Property Taxes. LEAGUE shall pay prior to delinquency all taxes assessed against and levied upon the trade fixtures, furnishings and equipment and all other personal property to be assessed and billed separately from the property of the CITY.

20. Indemnification. LEAGUE shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including, but not limited to, attorney fees and cost of defending such claims or actions, arising out of or in connection with the operations of the LEAGUE at, or the use by or by authority of the LEAGUE of the FACILITIES, caused in whole or in part by any negligent act or omission of anyone directly or indirectly employed or volunteering for the LEAGUE, for whose acts any of them may be liable, except where such claims, damages, losses and expenses have been determined by a court of competent jurisdiction to have been caused by the active-negligence, sole negligence or willful misconduct of the CITY.

21. Insurance.

a. LEAGUE at its own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

- i. Workers' Compensation Coverage. In the event that LEAGUE at any time during the term of this agreement is required by state law to obtain workers compensation insurance coverage for its employees, then, in such event, LEAGUE shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its 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, LEAGUE 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 out of or in connection with this Non-Exclusive Use Agreement.
- ii. General Liability Coverage. LEAGUE 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 for losses arising out of or in connection with this Non-Exclusive Use Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- iii. Automobile Liability Coverage. LEAGUE shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the LEAGUE arising out of or in connection with this Non-Exclusive Use Agreement, 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.

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 LEAGUE, 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, LEAGUE shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. Certificates of Insurance. LEAGUE 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 this Non-Exclusive Use Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Non-Exclusive Use Agreement.
22. Advertising. LEAGUE may, with the advance approval of CITY place upon the FACILITIES approved signage related to LEAGUE's operations and needs.
23. Term. The term of this Agreement shall be for Five Years, commencing April 1, 2011. CITY or LEAGUE may terminate this Agreement at any time by giving a thirty (30) days' notice of termination, except during the baseball season (February through July), CITY may only terminate the Agreement for cause. For purposes of this Agreement, "cause" shall mean any violation or breach of a term or condition of this Agreement, which is not corrected by LEAGUE after ten (10) days' written notice of such violation or breach by CITY, or otherwise as provided herein.
24. Termination for Non-Performance. Should LEAGUE fail to faithfully perform any of the terms and conditions of this Agreement, including, but not limited to, failure to maintain and repair the FACILITIES, non-payment of damages, and unauthorized use of the FACILITIES, CITY may terminate this Agreement by giving written notice of termination to LEAGUE as provided herein. Such termination shall not relieve LEAGUE from its obligations to defend, indemnify and hold harmless the CITY from any liability incurred hereunder, or to reimburse the City for damages sustained by CITY as a result of any breach or non-performance of this Agreement by LEAGUE.
25. Effect of Waiver. No consent of waiver, expressed or implied, by a party to or of any breach or default by the other party in the performance by such other party omits obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the act of failure to act of the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of its rights hereunder. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance. No waiver of any breach or default shall be construed as continuing a waiver of any provisions or as a waiver of any other or subsequent breach of any provision of this Agreement.

26. Notices. All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

City Manager
CITY OF WILLITS
111 E. Commercial Street
Willits, CA 95490

League President
WILLITS REDWOOD LITTLE LEAGUE
P.O. Box 1144
Willits, CA 95490

Such notices shall be deemed to be received within forty-eight (48) hours from the time of mailing, if mailed as provided for in this Paragraph.

27. Attorneys' Fees. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all reasonable enforcement, litigation and collection expenses, witness fees, expert fees, court costs, and attorneys' fees shall be paid to the prevailing party by the non-prevailing party as the court deems just. Any action brought by any party hereto for damages or breach hereof, shall be commenced and maintained exclusively in the Mendocino County Superior Court.

28. Non-Discrimination. In connection with the use of the FACILITIES, LEAGUE and its employees or agents or any firm, person or concessionaire using the FACILITIES, shall not discriminate against any person because of age, disability, sex, race, creed, color or national origin. Any employee or applicant for employment shall be treated without regard to the person's age, disability, sex, race, creed, color, or national origin.

29. Entirety. The foregoing Agreement constitutes the entire Agreement of the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements between the parties. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein. This Agreement may be amended only by an instrument in writing which expressly refers to this Agreement and specifically states that it is intended to amend it.

30. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

31. Severability. The parties hereby declare that they would have approved this Agreement, and each section, subsection, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions thereof be declared invalid or unconstitutional. If for any reason any portion of this Agreement shall be declared invalid or unconstitutional, then all other provisions hereof shall remain valid and enforceable.

The terms and conditions of this Non-Exclusive Public Facility Recreational Use Agreement are hereby agreed to this _____ day of _____, 2011.

CITY OF WILLITS

WILLITS REDWOOD LITTLE LEAGUE

Bruce Burton, Mayor

Randy Huss, League President

APPROVED AS TO FORM:

H. James Lance, City Attorney

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT
GENERAL CHECK FORM									
17095	01/31/11	DONAHUE/JAKE	4338 PER DIEM	80.00CR	510672	SFTS		P N H	100.1020.2106.000
17128	01/31/11	RESIDENCE INN	.08725 LODGING	95.55CR	510673	86037596		P N H	100.1020.2106.000
17231	02/15/11	WHITE/SHAWN	.08734 WATER DEPOSIT REFUND	44.40CR	510675	10102000006		P N H	503.111
17244	02/18/11	MENDO-LAKE CREDIT UN	104 DIRECT DEPOSIT	2,050.00	510679	2132011		P N H	690.237
17245	02/18/11	AFLAC	4036 125 PLAN POLICY PREMI	869.90	510680	921788		P N H	690.246
17246	02/18/11	HARTFORD LIFE INSURA	709 DEFERRED COMPENSATI	2,110.00	510681	0109420		P N H	690.236
17247	02/18/11	MENDOCINO CHILD SUPP	1057 CHILD SUPPORT	295.00	510682	02132011		P N H	690.233
17248	02/18/11	STATE OF CALIFORNIA	4245 VEHICLE REG	171.00	510683	567672275		P N H	690.233
17249	02/18/11	PERS	256 EMPLOYER CONTRIBUT	19,198.78	510684	0876		P N H	690.229
17249	02/18/11	PERS	256 EMPLOYEE CONTRIBUTI	7,516.24	510684	0876		P N H	690.230
				26,715.02	*CHECK TOTAL				
17250	02/17/11	CAVALLARI/JOANNE	4469 ABC LICENSING CONFERE	140.53	510685	SAFEWAY		P N H	651.6510.2199.000
17251	02/18/11	WARNOCK/SCOTT	4498 PER DIEM	100.00	510678	2182011		P N H	100.1020.2106.000
17252	02/18/11	RESIDENCE INN	.08739 DUI COURSE WARNOCK	190.80	510677	LODGING		P N H	100.1020.2106.000
17253	02/23/11	WARRAS/SHAWN	.08738 WATER DEPOSIT REFUND	44.40	510676	10102000006		P N H	503.111
17254	02/25/11	STATE BOARD OF EQUAL	4317 HAZ WASTE FEE RETURN	197.00	510674	35-496-258		P N H	100.1045.2001.002
GENERAL CHECK FORM									
			TOTAL	32,663.70					

Disbursements Journal

WARRANT DATE VENDOR

DESCRIPTION

AMOUNT

CLAIM

INVOICE

PO#

F 9 S ACCOUNT

REPORT TOTALS:

32,663.70

RECORDS PRINTED - 000015

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT
GENERAL CHECK FORM									
17255	02/28/11	ADAM'S TIRE & AUTO S	225 VEHICLE MAINT UNIT 23	171.95	510666	608613		P M W	100.1022.2044.000
17256	02/28/11	AFLAC	1018 125 PLAN FLEX ONE	50.00	510600	568054ER		P N W	690.246
17257	02/28/11	ALL THE KING'S FLAGS	4574 USA & STATE FLAGS	154.34	510603	46096		P N W	100.1016.2025.000
17257	02/28/11	ALL THE KING'S FLAGS	4574 USA & STATE FLAGS	154.33	510603	46096		P N W	500.5001.2041.000
				308.67	*CHECK TOTAL				
17258	02/28/11	ALPHA ANALYTICAL LAB	7 TESTS	1,420.00	510602	01312011 TESTS		P N W	503.5033.2061.015
17259	02/28/11	ANDERSON/STEVE	4427 TRAINING LODGING	92.40	510604	REIMBURSEMENT		P N W	503.5031.2105.000
17259	02/28/11	ANDERSON/STEVE	4427 MILEAGE	134.64	510604	REIMBURSEMENT		P N W	503.5031.2105.000
				227.04	*CHECK TOTAL				
17260	02/28/11	ANDRADE/JEFFERY	4333 PER DIEM	20.00	510658	02242011		P N W	100.1022.2105.000
17261	02/28/11	ANKER-LUCIER MORTUAR	4581 MEMORIAL VASE	95.00	510662	02242011		P N W	600.622
17262	02/28/11	ARAMARK	4443 JACKET	137.54	510601	14082702		P N W	501.5011.2010.000
17263	02/28/11	ATT MOBILITY	4253 ENGINEERING	74.27	510609	838580415X0220		P N W	100.1042.2015.000
17263	02/28/11	ATT MOBILITY	4253 PUBLIC WORKS	151.39	510609	838580415X0220		P N W	100.1040.2015.000
17263	02/28/11	ATT MOBILITY	4253 REDEVELOPMENT/PLANNING	47.44	510609	838580415X0220		P N W	206.2060.2015.000
17263	02/28/11	ATT MOBILITY	4253 CODE ENFORCEMENT	11.07	510609	838580415X0220		P N W	206.2060.2015.000
17263	02/28/11	ATT MOBILITY	4253 WATER	32.00	510609	838580415X0220		P N W	503.5030.2015.000
17263	02/28/11	ATT MOBILITY	4253 SEWER	96.39	510609	838580415X0220		P N W	501.5013.2015.000
17263	02/28/11	ATT MOBILITY	4253 BUILDING	30.13	510609	838580415X0220		P N W	100.1015.2015.000
17263	02/28/11	ATT MOBILITY	4253 POLICE	110.21	510609	838580415X0220		P N W	100.1020.2015.000
				552.90	*CHECK TOTAL				
17264	02/28/11	AUTO MART	750 VEHICLE MAINT UNIT 23	107.99	510664	11682/11734		P M W	100.1022.2044.000
17264	02/28/11	AUTO MART	750 VEHICLE MAINT UNIT 24	211.35	510664	11682/11734		P M W	100.1022.2044.000
				319.34	*CHECK TOTAL				
17265	02/28/11	B & B INDUSTRIAL SUP	9 GALV PIPE	503.36	510610	131436		P N W	200.2003.2101.045
17266	02/28/11	B.I.A.N.C.A.	4578 BIKER INVESTIGATORS AS	25.00	510657	ANNUAL DUES		P N W	100.1020.2050.000
17267	02/28/11	BORGES & MAHONEY	17 CHLORINATOR REPAIR	871.20	510605	130770		P M W	503.5033.2041.000
17268	02/28/11	BROOKTRAILS TOWNSHIP	491 WATER/SEWER AIRPORT	91.84	510606	CIT0001		P N W	500.5001.2110.000
17269	02/28/11	CAINE/DENVEL	4447 CONTRACT OPERATOR	3,510.00	510644	FEB 2011		P M W	503.5033.2081.030
17270	02/28/11	CATHERINE KILLION'S	4027 CITY HALL JANITORIAL	800.00	510618	88		P M W	100.1016.2061.020
17270	02/28/11	CATHERINE KILLION'S	4027 PW JANITORIAL	130.00	510618	88		P M W	100.1040.2081.030
17270	02/28/11	CATHERINE KILLION'S	4027 ENG JANITORIAL	130.00	510618	88		P M W	100.1042.2081.030
				1,060.00	*CHECK TOTAL				

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT
GENERAL CHECK FORM									
17271	02/28/11	CAYLER/PAUL	4259 CELL PHONE REIMBURSEM	100.00	510607	FEB REIMBURSEM		P N W	100.1002.2015.000
17271	02/28/11	CAYLER/PAUL	4259 HEALTH CLUB MEMBERSHIP	40.00	510607	FEB REIMBURSEM		P N W	100.1002.2033.000
				140.00	*CHECK TOTAL				
17272	02/28/11	CHAMPION CHEMICAL CO	4467 GRAFFITI-X/SPRAYERS	373.86	510611	28371		P N W	100.1050.2101.045
17273	02/28/11	CHEVRON USA, INC.	27 PD FUEL	172.84	510665	550059		P N W	100.1022.2044.000
17274	02/28/11	COAST RANGE DIGITAL	4048 VIDEO COUNCIL MEETING	300.00	510667	11 109		P M W	100.1001.2081.030
17275	02/28/11	COMCAST	4575 HIGH SPEED INTERNET	144.95	510608	81553005401028		P N W	100.1003.2041.000
17276	02/28/11	COUNTY OF MENDOCINO	33 JC ELEC SVC - JAN 201	668.14	510654	2011-1		P N W	100.1020.2110.000
17276	02/28/11	COUNTY OF MENDOCINO	33 JC WATER SVC - JAN 201	76.41	510654	2011-1		P N W	100.1020.2110.000
17276	02/28/11	COUNTY OF MENDOCINO	33 JC GARBAGE SVC-JAN 201	72.67	510654	2011-1		P N W	100.1020.2110.000
				817.22	*CHECK TOTAL				
17277	02/28/11	DEEP VALLEY SECURITY	40 ALARM SYSTEM UPGRADE	119.38	510651	199317		P N W	651.6510.2199.000
17278	02/28/11	DKF SOLUTIONS GROUP,	4519 CONFINED SPACE TRAI	2,190.00	510612	1252		P M W	501.5011.2105.000
17279	02/28/11	FALLERI/ALAN	4548 LODGING	252.00	510613	MCOG CONFERENC		P N W	206.2060.2105.000
17279	02/28/11	FALLERI/ALAN	4548 MILEAGE	183.60	510613	MCOG CONFERENC		P N W	206.2060.2105.000
17279	02/28/11	FALLERI/ALAN	4548 PER DIEM	88.00	510613	MCOG CONFERENC		P N W	206.2060.2105.000
				523.60	*CHECK TOTAL				
17280	02/28/11	GOVERNMENT FINANCE O	528 MEMBERSHIP RENEWAL	170.00	510615	122001		P N W	100.1003.2050.000
17281	02/28/11	GRAINGER/W.W.	173 PAD LOCK KEYED ALIKE	172.65	510647	9464820589		P N W	100.1050.2101.045
17281	02/28/11	GRAINGER/W.W.	173 PAD LOCK KEYED ALIKE	172.65	510648	9463567017		P N W	100.1050.2101.045
				345.30	*CHECK TOTAL				
17282	02/28/11	HACH COMPANY	70 WATER PLANT PARTS	348.18	510619	7110277		P N W	503.5033.2041.000
17283	02/28/11	HARTFORD RETIREE PRE	4422 MEDICAL INS OBERDORF	882.82	510616	MARCH'11 50016		P N W	690.231
17284	02/28/11	HD SUPPLY FACILITIES	3997 WATER PLANT SUPPLIES	461.23	510617	334333/329496		P N W	503.5033.2041.000
17285	02/28/11	HENCKELL/JOHAN	4540 W COMMERCIAL PLANTE	5,311.00	510614	497		P M W	207.2070.4003.000
17286	02/28/11	I B E W	255 EMPLOYEE CONTRIBUTION	326.23	510620	FEBRUARY 2011		P N W	690.235
17287	02/28/11	JDS	4324 PARKING CITATION ADMI	100.00	510655	1909		P N W	100.1020.2081.030
17288	02/28/11	JONES HALL	4572 LEGAL SRVCS AS BON	39,568.00	510621	03012011		P N W	430.4330.2055.000
17289	02/28/11	MARTIN & CHAPMAN CO	376 CITY CLERK SUPPLIES	34.73	510622	210603		P N W	100.1006.2055.000

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT
GENERAL CHECK FORM									
17290	02/28/11	MCNELLEY/MARK	4579 PER DIEM	20.00	510659	02242011		P N W	100.1022.2105.000
17291	02/28/11	MED-TECH RESOURCE IN	4580 PPE GLOVES	374.06	510661	739/427/672		P N W	100.1022.2101.033
17291	02/28/11	MED-TECH RESOURCE IN	4580 GERMICIDE/GLOVES	653.40	510661	739/427/672		P N W	100.1022.2101.033
17291	02/28/11	MED-TECH RESOURCE IN	4580 CREDIT RETURNED GLOVE	445.00CR	510661	739/427/672		P N W	100.1022.2101.033
				582.46	*CHECK TOTAL				
17292	02/28/11	MENDO MILL & LUMBER	284 HARDWARE	0.73	510669	221100		P N W	600.601
17293	02/28/11	MENDOCINO JANITORIAL	4255 PD JANITORIAL	1,100.00	510663	1450		P M W	100.1016.2061.020
17294	02/28/11	MILLER/LAUREL	4513 GROCERY	57.59	510623	02152011		P N W	600.601
17295	02/28/11	OCE IMAGISTICS	158 COPIER	29.60	510624	929370		P M W	100.1040.2095.000
17295	02/28/11	OCE IMAGISTICS	158 COPIER	29.59	510624	929370		P M W	100.1042.2095.000
				59.19	*CHECK TOTAL				
17296	02/28/11	P G & E COMPANY	114 CITY HALL	1,464.18	510627	PGE FEB 2011		P N W	100.1016.2110.000
17296	02/28/11	P G & E COMPANY	114 PD RADIO	9.16	510627	PGE FEB 2011		P N W	100.1020.2110.000
17296	02/28/11	P G & E COMPANY	114 PUBLIC WORKS	990.47	510627	PGE FEB 2011		P N W	100.1040.2110.000
17296	02/28/11	P G & E COMPANY	114 PARKS	1,014.29	510627	PGE FEB 2011		P N W	100.1050.2110.000
17296	02/28/11	P G & E COMPANY	114 STREET LIGHTS	4,725.93	510627	PGE FEB 2011		P N W	201.2010.2110.000
17296	02/28/11	P G & E COMPANY	114 AIRPORT	440.21	510627	PGE FEB 2011		P N W	500.5001.2110.000
17296	02/28/11	P G & E COMPANY	114 SP COLLECTION	37.99	510627	PGE FEB 2011		P N W	501.5011.2110.000
17296	02/28/11	P G & E COMPANY	114 SEWER PLANT	11,299.85	510627	PGE FEB 2011		P N W	501.5013.2110.000
17296	02/28/11	P G & E COMPANY	114 WATER	1,288.11	510627	PGE FEB 2011		P N W	503.5033.2110.000
17296	02/28/11	P G & E COMPANY	114 ENGINEERING	119.42	510627	PGE FEB 2011		P N W	100.1042.2110.000
17296	02/28/11	P G & E COMPANY	114 PARKS	8.58	510627	PGE FEB 2011		P N W	100.1050.2110.000
17296	02/28/11	P G & E COMPANY	114 SEWER	116.36	510627	PGE FEB 2011		P N W	501.5013.2110.000
17296	02/28/11	P G & E COMPANY	114 WATER	18.19	510627	PGE FEB 2011		P N W	503.5033.2110.000
				21,532.74	*CHECK TOTAL				
17297	02/28/11	PEAT/LESTER	4281 WATER OPERATOR III	560.00	510628	FEB 2011		P M W	503.5033.2081.030
17298	02/28/11	PITNEY BOWES	4507 POSTAGE	1,000.00	510626	20415303		P N W	100.1002.2055.000
17299	02/28/11	PRINCIPAL MUTUAL LIF	629 LIFE INSURANCE PREMIU	864.33	510625	N85577-1		P N W	690.231
17300	02/28/11	PRINTING PLUS	127 PRINTING	250.67	510670	13111		P M W	600.601
17301	02/28/11	PRITCHARD/MICHAEL	.08737 KEYNOTE SPEAKER SCH	5,385.00	510652	674		P N W	600.626
17302	02/28/11	R E M I F	135 WORKERS COMP ADMIN FE	942.90	510629	SHORTFALL		P N W	100.1002.2033.000
17303	02/28/11	RAYNER/JANET	4453 WCAC COMPUTER & SOFTW	781.13	510668	STAPLES		P N W	600.601
17304	02/28/11	SILVA SEPTIC SERVICE	4577 PORTABLE RESTROOM RAN	359.75	510653	45458		P N W	651.6510.2199.000

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
GENERAL CHECK FORM								
17305	02/28/11	SOLID WASTE OF WILLI	330 BIN SERVICE WCAC	98.97	510631	108		P N W 600.601
17306	02/28/11	T.D.S. INC	4139 TIRES FOR PATROL CA	2,288.13	510656	851-3023		P N W 100.1022.2044.000
17307	02/28/11	TOSHIBA BUSINESS SOL	4242 COPIER	161.80	510630	8051185		P N W 100.1002.2095.000
17308	02/28/11	U.V.A.H. INC	1435 WCAC JANITORIAL	90.00	510632	IN09568		P N W 600.601
17309	02/28/11	UKIAH DAILY JOURNAL	162 LEGAL NOTICE RR AVE	1,547.52	510642	275862		P M W 208.2080.2101.038
17310	02/28/11	UKIAH TROPHY	4284 ENGRAVED PLATE	10.87	510633	732926		P N W 100.1001.2055.000
17311	02/28/11	UNDERGROUND SERVICE	430 UNDERGROUND SERVICE A	120.00	510649	11020018		P N W 201.2012.2101.045
17312	02/28/11	UNITED PARCEL SERVIC	165 POSTAGE	700.00	510634	0000958793081		P N W 100.1002.2055.000
17313	02/28/11	W P O A	262 EMPLOYEE CONTRIBUTION	871.42	510636	02182011		P N W 690.234
17314	02/28/11	WEST	4122 GOVERNMENT CODE VOL 1	38.83	510660	6071132799		P N W 100.1020.2050.000
17315	02/28/11	WESTGATE PETROLEUM I	4045 TRACTOR FLUID	578.11	510643	283914		P N W 100.1041.2044.000
17316	02/28/11	WHITLOCK & WEINBERGE	4271 TRAFFIC ENGINEERING	2,650.00	510640	12481		P M W 207.2070.4003.000
17317	02/28/11	WILLIAMS SCOTSMAN IN	4116 SP MOBILE OFFICE RENT	281.08	510671	95523388		P N W 501.5010.2096.000
17318	02/28/11	WILLITS KIDS CLUB	3981 PAYROLL DEDUCTION	40.00	510635	02182011		P N W 690.248
17319	02/28/11	WILLITS NEWS	179 WCAC ADVERTISEMENT	420.00	510637	2113739		P N W 600.601
17320	02/28/11	WILLITS ONLINE LLC	4108 WCAC INTERNET SERVICE	40.00	510638	365176		P M W 600.601
17321	02/28/11	WILLITS TIRE CENTER	183 FLAT TIRE REPAIR	19.48	510650	96431		P M W 201.2011.2041.000
17322	02/28/11	WINZLER & KELLY CONS	590 RAILROAD BRIDGE BID	1,083.00	510639	56642		P N W 208.2080.2101.038
17323	02/28/11	WIPF CONSTRUCTION	1032 POT HOLE REDWOOD AV	1,145.00	510641	29595		P M W 201.2012.2101.045
17324	02/28/11	ZUMAR INDUSTRIES INC	236 PAVEMENT TAPE	111.71	510645	236		P N W 201.2011.2101.038
GENERAL CHECK FORM			TOTAL	107,485.59				

Disbursements Journal

WARRANT DATE VENDOR

DESCRIPTION

AMOUNT

CLAIM

INVOICE

PO#

F 9 S ACCOUNT

REPORT TOTALS:

107,485.59

RECORDS PRINTED - 000103



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Adrienne Moore, City Clerk

Agenda Title: RECEIVE APPLICATIONS FOR ALCOHOLIC BEVERAGE LICENSES, AS FOLLOWS: 1) REDWOOD OIL COMPANY, INC., DBA WILLITS CHEVRON (ONE APPLICATION), LOCATED AT 781 SOUTH MAIN STREET; AND 2) ALPESH NARESH JIVAN, DBA G&W JOHN'S PLACE & KWIK STOP (TWO APPLICATIONS), LOCATED AT 255 EAST COMMERCIAL STREET

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

Summary of Request: Applications for Alcohol Beverage Licenses have been received from the Alcoholic Beverage Control (ABC) for 1) Redwood Oil Company, Inc., dba Willits Chevron (one application), located at 781 South Main Street; and 2) Alpesh Naresh Jivan, dba G&W John's Place & Kwik Stop (two applications), located at 255 East Commercial Street.

City staff have reviewed the applications and note the following:

1. The Community Development Director reports that the businesses are located in commercial zoning areas, in which "Eating Places" are allowed as permitted uses (no special planning/zoning permits are required). Eating Places are defined as, "establishments primarily engaged in retail sale of prepared food and drink, including the incidental sale of alcoholic beverages".
2. The Police Chief has no opposition to these applications as presented.
3. Both of these business owners hold current business licenses through the City.

Recommended Action: Receive with no comment the applications for alcoholic beverage licenses applied for by 1) Redwood Oil Company, Inc., dba Willits Chevron (one application), located at 781 South Main Street; and 2) Alpesh Naresh Jivan, dba G&W John's Place & Kwik Stop (two applications), located at 255 East Commercial Street.

Alternative(s): None recommended by staff.

Fiscal Impact: None.

Personnel Impact: None.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

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: 124838
Receipt Number: 2041293
Geographical Code: 2304
Copies Mailed Date: February 17, 2011
Issued Date:

DISTRICT SERVING LOCATION: SANTA ROSA

First Owner: REDWOOD OIL COMPANY INC
Name of Business: WILLITS CHEVRON

Location of Business: 781 S MAIN ST
WILLITS, CA 95490-3950

County: MENDOCINO

Is Premise inside city limits? Yes Census Tract 0107.00

Mailing Address: 50 PROFESSIONAL CENTER DR
(If different from STE 100
premises address) ROHNERT PARK, CA 94928-2173

Type of license(s): 20

Transferor's license/name: Dropping Partner: Yes No X

Table with 7 columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Row 1: 20 - Off-Sale Beer And Wine, STOCK TRANSFER, NA, Y, 0, 02/17/11, \$100.00. Row 2: Total, \$100.00.

Have you ever been convicted of a felony? No

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? 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: February 17, 2011

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.

Applicant Name(s) REDWOOD OIL COMPANY INC

Applicant Signature(s) See 211 Signature Page

Handwritten signature: " " A 227A to follow

RECEIVED

FEB 18 2011

CITY OF WILLITS

Department of Alcoholic Beverage Control
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)
 ABC 211 (6/99)

State of California

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

File Number: **508454**
 Receipt Number: **2042016**
 Geographical Code: **2304**
 Copies Mailed Date: **February 23, 2011**
 Issued Date:

DISTRICT SERVING LOCATION: **SANTA ROSA**

First Owner: **JIVAN, ALPESH NARESH**
 Name of Business: **G&W JOHNS PLACE & KWIK STOP**
 Location of Business: **255 E COMMERCIAL ST**
A
WILLITS, CA 95490-3105

County: **MENDOCINO**

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

Mailing Address:
 (If different from
 premises address)

Type of license(s): **21**

Transferor's license/name: **505194 / SINGH, BALWINDER** Dropping Partner: Yes No

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
21 - Off-Sale General	PERSON-TO-PERSON TRANSFER	NA	Y	0	02/23/11	\$1,250.00
21 - Off-Sale General	ANNUAL FEE	NA	Y	0	02/23/11	\$582.00
NA	STATE FINGERPRINTS	NA	N	1	02/23/11	\$39.00
NA	FEDERAL FINGERPRINTS	NA	N	1	02/23/11	\$24.00
Total						\$1,895.00

Have you ever been convicted of a felony? **No**
 Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**
 Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

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

STATE OF CALIFORNIA County of MENDOCINO Date: February 23, 2011

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.

Applicant Name(s)

Applicant Signature(s)

JIVAN, ALPESH NARESH

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: **508449**
Receipt Number: **2042015**
Geographical Code: **2304**
Copies Mailed Date: **February 23, 2011**
Issued Date:

DISTRICT SERVING LOCATION: **SANTA ROSA**

First Owner: **JIVAN, ALPESH NARESH**
Name of Business: **JOHNS PLACE & KWIK STOP**
Location of Business: **255 E COMMERCIAL ST
WILLITS, CA 95490-3105**

County: **MENDOCINO**

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

Mailing Address:
(If different from
premises address)

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

Transferor's license/name: **505182 / SINGH, BALWINDER** Dropping Partner: Yes No

<u>License Type</u>	<u>Transaction Type</u>	<u>Fee Type</u>	<u>Master</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
48 - On-Sale General Public	ANNUAL FEE	P0	Y	0	02/23/11	\$572.00
48 - On-Sale General Public	PERSON-TO-PERSON TRANSFER	P0	Y	0	02/23/11	\$1,250.00
NA	FEDERAL FINGERPRINTS	NA	Y	0	02/23/11	\$0.00
NA	STATE FINGERPRINTS	NA	Y	0	02/23/11	\$0.00
Total						\$1,822.00

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

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

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

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

STATE OF CALIFORNIA County of MENDOCINO

Date: February 23, 2011

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.

Applicant Name(s)

Applicant Signature(s)

JIVAN, ALPESH NARESH

See 211 Signature Page

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CITY OF WILLITS



Item No. **4e**

Meeting Date: **March 9, 2011**

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Paul Cayler, City Manager

Agenda Title: APPROVAL OF AGREEMENT WITH MENDOCINO COUNTY SHERIFF'S OFFICE FOR ANIMAL CONTROL PATROL SERVICES

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

Summary of Request: The City of Willits has historically contracted with the County of Mendocino for animal control services. In 2009, the agreement for patrol services and shelter services were separated into two agreements. The patrol agreement is made with the Mendocino County Sheriff's Office (MCSO). Animal Patrol Services are for animal control officers to respond to calls and patrol in the City Limits, including "bite reports", loose dog impoundment, and cruelty and nuisance complaints investigations. Typically, this agreement has been for one year. The MCSO is offering the City of Willits a two-year animal patrol agreement for the same price as the last two years, which is equal to \$22,000 per year. The proposed agreement is attached. In general, City staff is satisfied with the animal patrol service provided by the MCSO. The reorganization of animal patrol into the MSCO has proven to be a positive development.

Recommended Action: Approve agreement with Mendocino County Sheriff's Office for animal control patrol services, for a term of July 1, 2010 through June 30, 2012, in the amount of \$22,000 annually, and authorize City Manager to execute the agreement on behalf of the City.

Alternative(s): Reject the proposed agreement. This alternative is not recommended.

Fiscal Impact: \$22,000 per year.

Personnel Impact: None.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

COUNTY OF MENDOCINO

AGREEMENT

This Agreement is entered into this _____ day of _____, 2011, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the City of Willits, a Municipal Corporation, located within Mendocino County, hereinafter called "City".

WITNESSETH

WHEREAS, CITY wishes to extend to the residents of the City certain services, which the Mendocino County Sheriff's Office is equipped, staffed, licensed, and prepared to provide; and

WHEREAS, the Mendocino County Sheriff's Office is willing and able to perform duties and render services to be necessary or appropriate for the welfare of residents of City; and

WHEREAS, the Mendocino County Sheriff's Office believes the provisions of these services to the residents is in their best interests, and agrees to perform such duties and render such services, as outlined more specifically below.

NOW, THEREFORE, we agree as follows:

1. The term of this Agreement shall be from July 1, 2010, through June 30, 2012.
2. DEFINITIONS:
 - A. MAY - is permissive
 - B. SHOULD - is desirable
 - C. SHALL - is mandatory
3. COMPLIANCE WITH LAWS AND ORDINANCES:

All services to be performed by COUNTY pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, ordinances, regulations, titles, and departmental procedures.
4. SERVICE ELIGIBILITY:

Services provided under this Agreement shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, ancestry or handicap.
5. SERVICES:

In consideration of the payment hereinafter set forth, COUNTY shall perform the services set forth in Exhibit "A" attached hereto and incorporated herein.

6. PAYMENT:

The compensation payable to COUNTY under this contract shall not exceed \$22,000.00 annually unless agreed to by both parties in writing. Payment shall be made in accordance with the schedule set forth on Exhibit "B".

7. AFFIRMATIVE ACTION:

CITY and COUNTY each certify that they are in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and any other federal and state laws pertaining to equal employment opportunity and that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, handicap, age, sex, national origin, or ancestry in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation, or termination.

8. INDEMNITY:

COUNTY shall defend, indemnify, and hold CITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of COUNTY's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, agents, or employees.

CITY shall defend, indemnify and hold COUNTY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of CITY's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CITY, its officers, agents, or employees.

9. RELATIONSHIP OF PARTIES:

It is expressly understood that this is an Agreement by and between two independent contractors and that this is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.

10. CONTRACT TERMS:

The terms of this Agreement shall commence on July 1, 2010 and expire on June 30, 2012, provided, however, that COUNTY or CITY may terminate this Agreement for any reason by giving written notice to the other at least thirty (30) days in advance of the effective date of such termination.

In the event this Agreement is terminated prior to June 30, 2012, CITY shall be reimbursed on a prorated basis for only that portion of the contract term during which COUNTY did not provide services pursuant to this Agreement.

11. NOTICES:

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Mendocino County Sheriff's Office
589A Low Gap Road
Ukiah, CA 95482
Attn.: Sheriff Tom Allman

To CONTRACTOR: CITY OF WILLITS
111 E. Commercial Street
Willits, CA 95490
Attn: Paul Cayler, City Manager

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

12. CHOICE OF LAW:
This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
13. VENUE:
This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be litigated in the Superior Court of California in Mendocino County, Ukiah Branch, or in the United States District Court, Northern District of California.
14. WAIVER:
No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
15. ENTIRE AGREEMENT:
This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CITY relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
16. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
17. TIME:
Time is of the essence.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year this Agreement first above written.

MENDOCINO COUNTY SHERIFF'S OFFICE

CITY OF WILLITS:

Thomas Allman
SHERIFF-CORONER

Business Address:

COUNTY OF MENDOCINO

APPROVED AS TO FORM:
Jeanine B. Nadel
County Counsel

INSURANCE REQUIREMENTS APPROVAL
Kristin McMenomey
Risk Manager

By: _____

By: _____

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED:
CARMEL J. ANGELO, CEO

By: _____

EXHIBIT A

DEFINITION OF SERVICES

The COUNTY shall provide the following services:

1. The COUNTY shall provide CITY eight hours (8) of animal control patrol service per week or a total of 416 hours per year. Those services include:
 - a. Impoundment of dogs at large (COUNTY does not pick-up cats);
 - b. Investigate animal cruelty and neglect violations;
 - c. Investigate and quarantine of rabid and suspected rabid animals;
 - d. Investigate complaints, i.e., nuisance, barking, chasing, vicious etc.;
 - e. Hold administrative review hearings when requested;
 - f. Take up and convey injured animals for treatment;
2. Work schedule of animal control personnel to be established by COUNTY. The basic work week is Monday through Friday from 8:00 am to 5:00 pm. However, the COUNTY may modify its work schedule at any time, without permission from CITY, in order to meet special or unique needs.
3. COUNTY does not enforce city codes.
4. COUNTY services do not include dead animal pick up.
5. COUNTY will respond to domestic animal type calls for service in the city limits during Animal Control Officers normal working hours. The COUNTY will establish work hours for Animal Control Officers
6. Except for emergency type calls or public safety type calls, i.e., loose vicious dogs, the COUNTY will not respond to calls inside the city limits to handle animal related calls for service outside of Animal Control Officers normal working hours.
7. Barking dog calls can be held for Animal Control Officers who can handle these calls during normal working hours the following work day.

EXHIBIT B

PAYMENT TERMS

1. COUNTY will invoice CITY on a quarterly basis and CITY agrees to submit payment to COUNTY within 45 days of receipt of same, said invoice representing payment for services as described in Exhibit (A).
2. The COUNTY shall be entitled to collect and retain all fees and fines for providing services in Exhibit (A).



Item No. 4f

Meeting Date: March 9, 2011

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Paul Cayler, City Manager

Agenda Title: RESOLUTION APPROVING AN EASEMENT AGREEMENT BETWEEN THE CITY OF WILLITS AND PG&E FOR THE INSTALLATION AND MAINTENANCE OF AN ELECTRICAL SERVICE AT THE WASTEWATER TREATMENT PLANT

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

Summary of Request: The Wastewater Treatment Plant Project calls for a new electrical service at the Irrigation Station located on the northwestern end of the enhancement wetlands. The City has applied for this service with PG&E. In turn, PG&E requires an easement agreement with the City for the installation and ongoing maintenance of the proposed service.

The easement agreement, made by way of an Easement Deed, is attached for Council review. Also attached for Council is a Resolution approving the easement deed and authorizing the City Manager to execute agreement documents.

Recommended Action: Adopt the attached resolution approving the easement between the City and PG&E and authorize the City Manager to execute agreement documents.

Alternative(s): None recommended.

Fiscal Impact: None.

Personnel Impact: Minimal staff time is required to administrate easement agreement documents.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

RESOLUTION NO. 2011-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLITS APPROVING AN EASEMENT AGREEMENT WITH PG&E AUTHORIZING ACCESS TO A SECTION OF LAND AT THE WILLITS WASTEWATER TREATMENT PLANT FOR THE INSTALLATION AND MAINTENANCE OF A NEW ELECTRICAL SERVICE

WHEREAS, the City of Willits is currently constructing the Wastewater Treatment Plant Project, Stages II and III, as mandated by the Regional Water Quality Control Board; and

WHEREAS, the project design plans call for the installation of a new electrical service to the proposed Irrigation Station, located at the northwestern end of the enhancement wetlands; and

WHEREAS, the City has submitted an application and fee for the aforementioned service; PG&E, in turn, has designed an overhead service, approaching from the north, connecting to the power pole servicing the Elias Well on the northernmost parcel of the Willits Wastewater Treatment Plant; and

WHEREAS, PG&E requires an easement for the area on which the overhead service and associated infrastructure span. This easement is required for the installation and ongoing maintenance of the service.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Willits hereby approve the proposed easement agreement between the City of Willits and PG&E attached hereto and incorporated as part of this Resolution.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to act as the City's agent for the purpose of executing and filing documents necessary to enter into this agreement with PG&E.

The above and foregoing Resolution was introduced by Councilmember _____ seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Willits, held on the 9th day of March, 2010, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

ADRIENNE MOORE, City Clerk

Pacific Gas and Electric Company
Ukiah District

2641 No. State Street
Ukiah, CA 95482
707/468-3914

RECEIVED
FEB 9 2011
CITY OF WILLITS

February 8, 2011



City of Willits
Attn.: Mr. Tom Mannatt
111 East Commercial Street
Willits, CA 95490-3103

Re: PM# 30730195
Overhead Electric Service for City of Willits – 300 North Lenore

Mr. Mannatt:

PG&E is attempting to provide overhead electric service to the new sewer treatment plant located at 300 North Lenore. In order to provide this service, we are proposing to extend overhead electric service from an existing pole line located on your property southerly and westerly to your new treatment plant site. We will need to acquire an easement for these facilities which are described in the attached easement document and are shown on the attached map.

Please look over the enclosed document and if it meets with your approval sign the PG&E copy on the lines provided. Your signatures must be notarized by a notary public. Please be sure to provide proof of authorization for this conveyance using one of the methods described in the attached sheets – Section 5.135 Government and Public Corporations.

After you have signed and had your signatures notarized, please forward the copy marked “PG&E Co. Copy” to this office in the envelope provided. You may retain the “Grantor’s Copy” for your files.

If you have any questions or concerns regarding this request, please call me collect at (707) 468-3973 or contact Ken Cox at (707) 468-3977.

Sincerely,

A handwritten signature in black ink that reads 'Tom McDonough'.

Tom McDonough
Ukiah Land Department

thereof and for which individuals lawfully may associate themselves. The three types of Nonprofit Corporations are;

- A. Public Benefit Corporations
- B. Mutual Benefit Corporations
- C. Religious Corporations

Carrying on of business at a profit as an incident to the main purposes of the corporation and distribution of assets to members on dissolution are not forbidden to nonprofit corporations, but no corporation formed or existing under this part shall distribute any gains, profits, or dividends to any of its members as such except upon dissolution or winding up.

The Company requires that a proper acknowledgment certificate be attached to all deeds executed by a nonprofit corporation.

A copy of the corporation Resolution approving the transaction should be obtained.

5.130 Corporation Sole

A corporation sole may be formed by the bishop, chief priest, presiding elder or other presiding officer of any religious denomination, society or church for the purpose of administering and managing the affairs, properties and temporalities thereof. It must file articles of incorporation. It has continuity of existence, notwithstanding vacancies in incumbency.

It may sell, convey, lease, mortgage or otherwise deal in real and personal property in the same manner that a natural person may without an order of court.

5.135 Government and Public Corporations

A public corporation is one created by the state for political purposes and to act as an agency in the administration of civil government, generally within a particular territory or subdivision of the state, and usually invested, for that purpose, with subordinate and local power of legislation; such as a county, city, town, or school district. These are also sometimes called "political corporations".

Section 50335 of the Government Code provides that the legislative body of a local agency may convey to any public corporation, or private corporation engaged in the public utility business, an easement to lay, construct, reconstruct, maintain and operate water, sewer, gas or storm drain pipes or ditches, electric or telephone lines, and access roads used in connection therewith, over and upon any land belonging to the local agency, upon such terms and conditions as the parties thereto may agree. Nothing contained in Section 50335 shall relieve a public utility from any franchise requirement imposed by any law, charter, or ordinance.

Authorized officers or board members can sign conveyances from public corporations. As proof of authorization for the conveyance, Company policy requires one of the following:

- A. A copy of the signed resolution granting PG&E the easement,
- B. A certified copy of an unsigned resolution, by the City Clerk or Clerk of the Board,
- C. A certified copy of the page of the minutes that grants to PG&E the easement, by the City Clerk or Clerk of the Board,
- D. The addition to the signature page of the certification wording filled out by the City Clerk or Clerk of the Board, as shown below:

I hereby certify that a resolution was adopted
on the ____ day of _____, 20 ____, by the

authorizing the foregoing grant of easement.

By _____

Title _____

NOTE: The City Clerk or Clerk of the Board who filled out the certified wording does not need to be acknowledged.

5.140 Municipal Corporations

A public corporation, created by government for political purposes, and having subordinate and local powers of legislation.

Any conveyance will be executed in the same manner as for Government and Public Corporations.

5.145 Quasi-Municipal Corporations

Public corporations organized for governmental purposes and having for most purposes the status and powers of municipal corporations (such as townships, school districts, drainage districts, irrigations districts, etc.), but not municipal corporations proper, such as cities and incorporated towns.

Any conveyance will be executed in the same manner as for Government and Public Corporations.

5.150 Unincorporated Benevolent or Fraternal Societies or Associations and Unincorporated Labor Organizations

Any unincorporated society or association, and every lodge or branch of any such society or association, and any labor organization, may, without incorporation, purchase, receive, own, hold, lease, mortgage, pledge, or encumber, by deed of trust or otherwise, manage, and sell all such real estate and other property as may be necessary for the business purposes and objects of the society, association, lodge, branch or labor organization, subject to the laws and regulations of the society, association, lodge, or branch and of the grand lodge thereof, or labor organization.

All conveyances transferring or in any manner affecting the title to real estate owned or held by an unincorporated benevolent or fraternal society or association, or lodge or branch

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
2641 North State Street
Ukiah, CA 95482

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD#

EASEMENT DEED

CITY OF WILLITS, a public body of the State of California,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the County of Mendocino, State of California, described as follows:

(APN 108-020-05, 108-030-06, 108-040-14, 108-040-03)

The four parcels of land, situate in Sections 6 and 7, Township 18 North, Range 13 West, M.D.M., (a) the first two parcels conveyed in the deed from Walter A. Niesen to City of Willits dated February 11, 2000 and recorded as Recorder's Serial No. 2000-02971 in the Official Records of Mendocino County; (b) the third parcel described and designated Tract One in the deed from Charles Benbow and Janet Benbow, husband and wife, to City of Willits dated June 6, 1996 and recorded in Book 2342 at Page 583, Official Records of Mendocino County; and (c) the fourth parcel conveyed in the deed from Walter A. Niesen to The City of Willits dated October 10, 2003 and recorded as Recorder's Serial No. 2003-27366 in the Official Records of Mendocino County.

Said facilities and easement area are described as follows:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures and appurtenances, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strip of land described as follows:

A strip of land of the uniform width of 30 feet lying 15 feet on each side of the line described as follows:

Beginning at a point in an existing line of poles erected on said lands under and by virtue of the deed from Robert H. Corbett, Jr. and Verna W. Corbett, husband and wife, to Pacific Gas and Electric Company dated June 11, 1952, and running thence



(1) south 29°37'09" east 1243.01 feet; thence

(2) south 00°37'53" west 1563.35 feet

to a point which bears north 04°15'56" east 1030.67 feet distant from the found 1/2 inch pipe tagged L.S. 4805 marking the center-east 1/16 corner of Section 7, Township 18 North, Range 13 West, M.D.M., as shown upon the Record of Survey map filed for record August 20, 1996 in Map Case 2, Drawer 62, Pages 89 and 90, Mendocino County Records; thence continuing

(3) south 00°37'53" west 1043.23 feet; thence

(4) south 89°36'04" west 585.34 feet

to a point within the boundary lines of the parcel of land conveyed in said deed dated October 10, 2003.

The foregoing description is based on a survey made by Grantee in October 2010. The bearings used are based on a course as shown upon the Record of Survey map filed for record August 20, 1996 in Map Case 2, Drawer 62, Pages 89 and 90, Mendocino County Records.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within easement area (including ingress thereto and egress therefrom).

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "A", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: _____, _____.

CITY OF WILLITS,
a public body of the State of California

By _____

By _____

I hereby certify that a resolution was adopted on the ____ day of
_____, 20 ____, by the
_____ authorizing the
foregoing grant of easement.

By _____

Title _____

State of California
County of _____)

On _____, before me, _____,
Here insert name and title of the officer

personally appeared _____

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

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

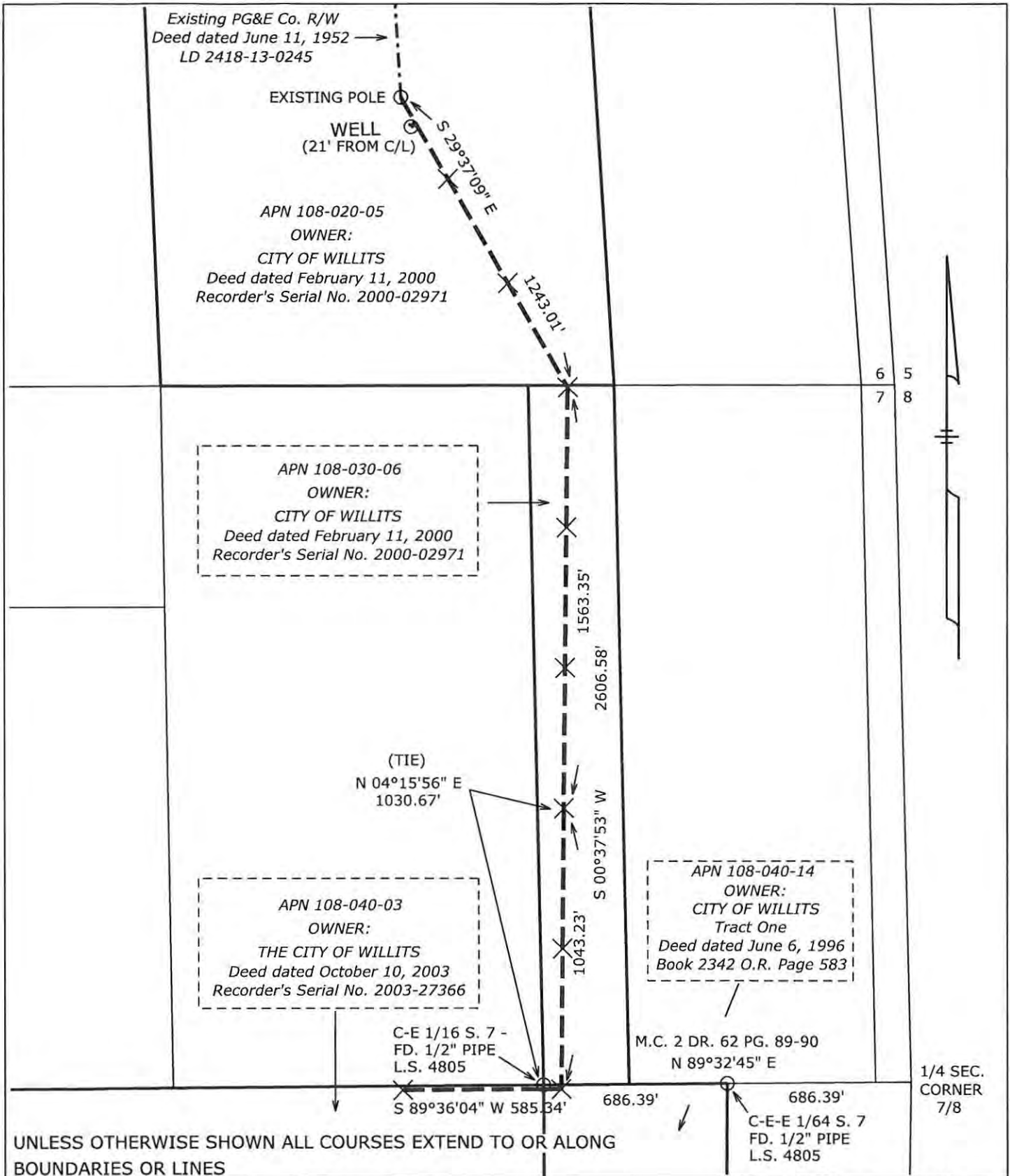
WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

Applicant:

CITY OF WILLITS

SCALE

1"=500'

DATE

01/03/11

SECTION 6/7	TOWNSHIP 18N	RANGE 13W	MERIDIAN MDM	COUNTY OF: MENDOCINO	CITY OF: WILLITS
				F.B.: PG&E	DR.BY: TJMF
				CH.BY: DRSD	
PLAT MAP REFERENCES	M-12 S. 6 - SE 1/4	S. 7 - E 1/2	PG&E	UKIAH DIVISION	30730195 AUTHORIZ
				UK 1834 DRAWING NO.	

Area 7 – North Coast Region

Ukiah Land Service Office

Operating Department – Electric Distribution

T. 18 N., R. 13 W., M.D.M.

Sec. 6 – SE 1/4

Sec. 7 – E 1/2

FERC License Number(s): N/A

PG&E Drawing Number(s): UK 1834

PLAT NO. M-12

LD of any affected documents: N/A

LD of any Cross-referenced documents: 2418-13-0245

TYPE OF INTEREST: #03, #06, #43

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed)

PM # 30730195

JCN: N/A

County: Mendocino

Utility Notice Numbers: N/A

851 Approval Application No. _____ Decision _____

Prepared By: TJMF

Checked By: DRSD

Revision Number: N/A



EXHIBIT "A"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.



Item No. **4g**

Meeting Date: **March 9, 2011**

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Adrienne Moore, City Clerk

Agenda Title: RESOLUTION AUTHORIZING CERTAIN CULTURAL ARTS COMMISSION MEMBERS AND CITY STAFF AS AUTHORIZED AGENTS TO PICK UP NIGHT DEPOSITORY BAGS FROM SAVINGS BANK OF MENDOCINO COUNTY

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

Summary of Request: The Willits Cultural Arts Commission has requested a resolution to reflect a change of Commissioners authorized to pick up night depository bags from Savings Bank of Mendocino County, enabling them to make night deposits as necessary resulting from fund-raising events. In keeping with past practice, a member of City staff shall be included in the absence of authorized Commission members. The list of authorized individuals will be Commissioners Janet Rayner, Gary Coon, and Mimi Cezanne Stoll, as well as Joanne Cavallari, Finance Director/City Treasurer.

Recommended Action: Adopt resolution authorizing certain Cultural Arts Commissioners and City Staff as authorized agents for the City of Willits for the purpose of picking up night depository bags from Savings Bank of Mendocino County.

Alternative(s): None recommended.

Fiscal Impact: None.

Personnel Impact: None.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

RESOLUTION NO. 2011-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLITS AUTHORIZING CERTAIN CULTURAL ARTS COMMISSION MEMBERS AND CITY STAFF AS AUTHORIZED AGENTS TO PICK UP NIGHT DEPOSITORY BAGS FROM SAVINGS BANK OF MENDOCINO COUNTY

WHEREAS, the City of Willits maintains accounts at the Savings Bank of Mendocino County for the purpose of monetary transactions for the City; and

WHEREAS, the Willits Cultural Arts Commission, on behalf of the City, raises funds from time to time and needs to provide a secure place for those funds after their fund raisers.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Willits does hereby authorize the following Commissioners and City Staff as agents for the City of Willits for the purpose of picking up night depository bags from Savings Bank of Mendocino County:

Janet Rayner
Gary Coon
Mimi Cezanne Stoll
Joanne Cavallari

The above and foregoing Resolution was introduced by Councilmember _____ seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Willits, held on the 9th day of March, 2011, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

ADRIENNE MOORE
City Clerk



Item No. 8a

Meeting Date: March 9, 2011

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Paul Cayler, City Manager

Agenda Title: DISCUSSION AND POSSIBLE ACTION RELATED TO ISSUES ON THE RAILROAD AVENUE BRIDGE PROJECT

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

Summary of Request: At the February 23, 2011, City Council meeting, the Council authorized the award of the Railroad Ave Bridge Project (Project) to Mendocino Construction Services for a total estimated cost of \$629,894. Council Members expressed interest in a discussion of issues related to the Project. Of particular interest are water pipeline extension and a bridge sidewalk. In regard to the water pipeline, there are two issues: 1) how to pay for the 12 inch pipeline that is included in the project; and 2) how to extend the pipeline to the Shell Lane area. The Project includes extending water service over the bridge and terminates just past the project area. The pipeline extension is not eligible for Federal grant funding. The pipeline extension is estimated to cost \$77,967 (This estimate may increase due to some unanticipated pipeline extension issues). The pipeline extension is important for proposed private development in the immediate area. Staff is developing an agreement for the private developer to pay for the pipeline extension. The concept is as other development connects to the pipeline, then the private developer is reimbursed. As an alternative, it has been suggested that the Willits Redevelopment Agency (RDA) should pay for the pipeline extension because all future development in the area will rely on it. There is also a great interest in how to extend the pipeline through private property to the south of the Project in order that a new "water loop" be established. This will be very beneficial to water quality in the entire southern part of the City by relieving reliance on the Main Street water main. Also, it is not desirable to have a large diameter water main "deadend" because it causes water discoloration problems to the system. In regard to a bridge sidewalk, the primary issue is that the Project does not include a sidewalk. The project design is over ten years old. The City is in a crash program to get this project constructed due to imminent threat that Federal funding will be lost if a construction invoice is not produced by the end of May 2011. Therefore, the City had to go ahead with the bridge design "as is", because there was not time to re-design a sidewalk. City staff considered approaching the problem as a change order to add a sidewalk. The question of a sidewalk change order was posed to the Caltrans Local Assistance Branch as a hypothetical. The unofficial response presented a number of difficulties: 1) Adding a sidewalk may be viewed as a project scope change and therefore not a change order to address unforeseen construction issues; 2) Project scope change may lead to bidder protests claiming "if we had known the project was worth more, then we would have bid it differently"; 3) A sidewalk will most likely not be eligible for reimbursement because it is not in the approved plans and specifications; 4) All changes need to be approved by Caltrans to ensure consistency with Project permits; and 5) If City proceeds with a sidewalk change order without Caltrans approval, then Project funding may be in jeopardy. In summary, it appears that adding a sidewalk at this late stage presents a number of difficulties, which cannot be easily overcome without risking Project funding.

Recommended Action: Authorize the presentation of the draft Water Service Extension Agreement to the interested private developer, and begin negotiations.

Alternative(s): As an alternative, the City Council may direct further exploration of use of RDA funding to pay for water pipeline extension costs.

Fiscal Impact: The estimated cost of the water pipeline \$77,967. This estimate could range higher based on unanticipated conditions. The pipeline is not eligible for Federal grant reimbursement. Total estimated Federal grant reimbursement on the Project equals \$638,703. Please note that the Federal reimbursement figure includes reimbursement for some non-construction activities such as design engineering and construction management.

Personnel Impact: None, however, staff is concerned that there is sufficient human resource to undertake a major initiative to add a sidewalk change order due to volume of potential paperwork.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____



Item No. **8b**

Meeting Date: **March 9, 2011**

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Paul Cayler, City Manager

Agenda Title: DISCUSSION AND POSSIBLE ACTION TO AWARD A CONTRACT TO HARRIS AND ASSOCIATES TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE RAILROAD AVENUE BRIDGE PROJECT, IN AN AMOUNT NOT TO EXCEED \$176,660

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

Summary of Request: In July 2010, the City's Consultant, Winzler & Kelly, completed the design of the Railroad Avenue Bridge Project. During the development of the project, staff determined that due to the complexity of the project, it would be in the City's best interest to hire an Engineering Firm with a wide range of experience, to handle the construction management. This firm will be responsible for overseeing the construction of the project, ensuring that the construction contractor complies with all applicable permits, acting as a liaison between the City and the permitting agencies, and implementing certain procedures identified within the permits, such as fish relocation and noise monitoring.

In November 2010, staff released a Request for Proposals (RFP) with the aforementioned criteria identified and proposals were received from Hill International, Harris and Associates, and SHN Engineers & Geologists, Inc. In accordance with the Caltrans Local Assistance Procedures Manual (LAPM) Consultant Selection Procedures (attached), staff reviewed the proposals and preliminarily rated the consultants based on their professional experience. After the preliminary rating, staff conducted interviews with each consultant allowing them time to give a presentation on their firm and discuss their qualifications.

After rating proposals and participating in interviews, staff determined that Hill International was the most qualified firm. Subsequently, staff reviewed Hill's Cost Estimate and determined that the cost of \$228,800 was out of the range the City could afford; therefore, in accordance with the procedures identified in the LAPM negotiations commenced.

Staff contacted Hill International and spoke with them about the project budget and requested a second Cost Estimate that was more in line with the project budget. Hill returned with a new Cost Estimate of \$196,250; still well over the amount the City could afford. As the City was not able to negotiate an ideal contract with Hill International, staff subsequently reviewed the cost estimate for the next most qualified firm, Harris and Associates. Harris's first cost estimate of \$218,800 was also well over what the City could afford. Keeping in line with the negotiation processed used with Hill International, staff spoke to Harris and Associates about the project budget and requested a second Cost Estimate. Staff was pleased with the second estimate submitted by Harris in the amount of \$176,660.

After receiving the more ideal Cost Estimate, staff traveled to Santa Rosa to conduct a second interview with the team of individuals from Harris, which would be working on the project. Staff was pleased with the project management experience and procedures, and the expertise of the individuals on the team. Staff is therefore recommending that the City Council approve the contract with Harris and Associates to provide construction management services for Railroad Avenue Bridge project. Harris's Scope of Services and Cost Estimate are attached for your review.

Recommended Action: Award a contract to Harris and Associates to provide Construction Management Services for the Railroad Avenue Bridge Project, in an amount not to exceed \$176,660.

Alternative(s): None recommended.

Fiscal Impact: The full fiscal impact includes the cost of construction at \$629,894, the cost of the Construction Management at \$176,660, and the cost of the Design Support at \$21,500, for a collective total of \$828,054. The City currently has committed funding from Caltrans in the amount of \$638,703. The following is a breakdown of the expenses and funding:

Work Task	Task Total	Caltrans Portion		City Portion
Construction Participating	\$ 551,927.00	88.53% \$ 488,620.97	11.47%	\$ 63,306.03
Construction Non Participating	\$ 77,967.00	0% \$ -	100.00%	\$ 77,967.00
Sub-Total	\$ 629,894.00	\$ 488,620.97		\$ 141,273.03

Work Task	Task Total	Caltrans Remaining after Construction	City Portion
Construction Management	\$ 176,660.00	\$ 150,082.03	\$ 26,577.97
Design Support Durr. Const./Geotech	\$ 21,500.00	\$ -	\$ 21,500.00
Sub-Total	\$ 198,160.00	\$ 150,082.03	\$ 48,077.97

TOTAL	\$ 828,054.00	\$ 638,703.00	\$ 189,351.00
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Construction Management Services are considered participating costs with regard to the federal funding and staff will be submitting a second Caltrans Cost Adjustment Request in an attempt to gain additional funding. Staff is unsure if the additional funding will be granted; therefore, staff is recommending that any remaining balance be funded from the ½ cent sales tax, Fund 202. Council is advised that in the Fiscal Year 2010/11 budget, \$112,726 was allocated for this project from Fund 202. We will have a more definitive answer regarding the exact amount of the City's portion as we develop the budget for Fiscal Year 2011/12.

Personnel Impact: Staff time will be needed to oversee some portions of construction related to managing the funding, manage the Construction Management contract and the design support contract.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

RECEIVE AND EVALUATE TECHNICAL PROPOSALS

The Contract Administrator must verify that each proposal contains all of the forms and other information required by the RFP. If all required information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed.

The members of the consultant selection committee must evaluate each proposal in terms of the technical criteria listed in the RFP. The committee must also evaluate reference checks and other information that is gathered independently. Reference checks shall be completed and other information that is gathered before the interviews are conducted. If necessary, the results of the reference checks and/or other information may be discussed with the highest ranked qualified consultants at the interviews.

DEVELOP FINAL RANKING AND NOTIFY CONSULTANTS OF RESULTS

The selection committee discusses and documents the strengths and weaknesses of each proposal; interviews the three or more highest ranked consultants; and develops a final ranking of the highest ranked consultants. All consultants that submitted proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected should be objective reasons. The consultant should not be compared to others, and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing, however, any member of the selection committee may be designated to do the debriefing.

Since the technical proposal normally contains information about the method(s) a consultant will use for the work and potential problems and solutions for a specific project or segment; this method of consultant selection should not be used to establish a list of qualified consultants (pre-qualified list).

NEGOTIATE CONTRACT WITH TOP-RANKED CONSULTANT

The top-ranked consultant is requested to submit a cost proposal. Alternatively, if time is of the essence and it can be justified; cost proposals may be requested from all of the consultants on the shortlist. After review of the cost proposal, the local agency begins the negotiations with the most qualified consultant. If agreement cannot be reached, then negotiations proceeds to the next most qualified consultant. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the local agency.

The independent cost estimated developed in advance by the local agency is an important basis and tool for negotiations and/or terminating unsuccessful negotiations with the most qualified consultant. It can be revised, if needed, for use in negotiations with the next most qualified consultant.

**Construction Management Services
City of Willits - Railroad Avenue
Bridge Replacement Project**

The overall purpose of this work is to support the City and provide necessary construction management, inspection and coordination of all necessary on site observation and reporting requirements for the Railroad Avenue Bridge Replacement Project.

Tasks

Task 1: Preconstruction Services

Harris & Associates (Harris) shall be responsible for providing construction management services during pre-construction. Harris' RE shall be actively involved and provide assistance and support to the City in the following pre-construction management tasks:

Scope of Services:

- Attendance in Project Management Partnering Meeting
- Assist with the preparation and assist in conducting the pre-construction conference; tasks may include preparation of agenda, sign-in sheet, and providing meeting minutes to team
- Assist with environmental mitigation measures:
 - Pre-construction survey for regulated species and/or species of concern
 - Monitoring must comply with the schedule of species protection
 - Fish Relocation Plan
 - PLAC requirement implementation
- Assist in the preparation and coordination of Local Assistance Procedures Manual (LAPM) submittals to Caltrans as necessary
- Coordinate with utility companies as necessary and to support the construction

Task 2: Construction Management Services

Harris shall be responsible for providing construction management services during construction throughout the duration of the project. Harris' RE shall be actively involved in all construction management tasks.

Construction Administration

- Environmental Mitigation Measures, including:
 - Monitoring in compliance with the schedule of species protection
 - Fish Relocation Plan
 - PLAC requirement implementation
 - Underwater Sound Pressure Level Monitoring Implementation
 - Project Schedule shall be submitted by Contractor and reviewed by Harris
 - Record Management, Harris shall use the method set forth in the Caltrans LAPM, chapter 16.8 and as directed by City Staff
 - Site Coordination between Contractor, City of Willits Staff, and Utility Companies

- Construction Task Order (CTO) management, including cost tracking and estimated vs. actual expenditures
- Communication with Contractor, City staff, and others
- Assist in the preparation and submittal of monthly Construction progress report, and payment request
- The monthly progress report shall be due on the tenth (10th) of the month and shall contain at a minimum the following in either electronic format on disk or via email required by the City of Willits:
 1. Overview of work accomplished during the previous month
 2. Overview of work to be accomplished the following month
 3. Updated schedule. This shall be based on Contractor's schedule
 4. Contractor work progress and completion percentage in a summary form and graphs
 5. Problem areas, if any, with proposed corrective actions
 6. Outstanding issues with deadline-to-resolve-by date
 7. Comparison of monthly invoiced amount and cumulative billings with total authorized construction management budget. City Staff maintain the progress payment tracking sheet and Harris shall work with staff to ensure accuracy of items paid
 8. Review Contractor's monthly billings and submittal to City
- Review of contract documents at 100% completion for familiarity with project plans and specifications
- Participation in conferences
- Coordination of site meetings with the Contractor and City Staff/Consultants and distribution of meeting agenda and minutes
- Reviewing working days, contract time and documenting time extensions. Documentation similar to the Caltrans Local Assistance Procedures Manual (LAPM) Exhibit 16-A, "Weekly Statement of Working Days" will be required in the project file. The City maintains the Exhibit 16-A in a spreadsheet and will require the Consultant to provide the same format
- Maintaining a daily inspector's report system that records the hours worked by men and equipment. Detail must be sufficient to permit the review of the contractor's costs of the work in a manner similar to force account. Equipment must be identified sufficiently to enable determination of the applicable rental rates and operator's minimum wage. The narrative portion of the report shall include a description of the Contractor's operation and location of work and any other pertinent information. Harris shall use the daily report forms found in the Caltrans Construction Manual Exhibit 16-C
- Enforcing Labor Compliance by preparing Spot Checks as required and on Caltrans Exhibit 16-N with required information, monitoring Certified Payrolls and doing spot check labor survey and interviews
- Maintaining well organized photographs
- Monitoring construction schedules throughout the course of construction
- Tracking sub-contractors work. Verify that contractor submits written request prior to substituting a sub-contractor (Caltrans Exhibit 16-B)

- Review of project environmental documentation to ensure familiarity with all regulatory permits and mitigation measures. [Upon receipt of Contractors required notice to City notify Fish and Game , in writing 5 days prior to beginning work and 5 days prior to completion as required in Item 3.1 of Steamed Alteration Agreement. Notify Regional Water Board at least 5 days in advance of breaking ground as required in Item 4 Of the Regional water Quality Control Board 401 permit.](#)
- Review of Contractors' submittals for compliance with Contract Documents
- Review of Contractor's request for information and either provide information from Contract Documents upon City approval back to the Contractor of route request of City for resolution by Design Engineer
- Completion of weekly working day statement
- Completion of Quantity Calculation Sheets. The amount payable each month to the construction contractor needs to be supported by the Quantity Calculation Sheets (Caltrans form CEM-4801, as modified by the City). Harris shall submit the Quantity Calculation Sheets to the City once they have been reviewed with the Contractor's Progress Pay Application
- Review of Contractor's pay request and recommendations to City as to acceptability of request. Communication with Contractor regarding acceptability of Work
- The following items shall be included in the weekly document submission due each Monday, for the previous week. These items shall be provided in Excel or Word (no PDF):
 1. Weekly Working Day Report – Caltrans Exhibit 16-A
 2. RE's Daily Inspection Reports
 3. Inspector's Daily Inspection Reports
- **Project Change Control**, including:
 - Review and evaluation of contract Change order requests and submittals
 - Contract change order coordination between Contractor and City
 - Investigation and inspection of site conditions that differ from those described in the Contract Documents
 - Review of submittal in support, and recommendations for resolution of claims and disputes
- **Field Inspection**, including:
 - Performing field inspection and other quality control activities including necessary materials testing
 - Review and inspection of Contractor's work for compliance with Contract Documents on a daily basis
 - Monitoring of corrective actions taken by the Contractor needed to fix work that is not in compliance with Contract Documents
 - Field inspection diaries to be submitted weekly
 - Digital photos of work in progress
 - Quality assurance materials testing services including designation of appropriate area for storage of concrete testing cylinders on site. [Storage will be in accordance with City's QAP and/or Caltrans test methods.](#)

- Quality Assurance Program (QAP) compliance
- Review of Contractor's compliance with all regulatory permits and mitigation measures. [Notify Contractor and City, in writing of any witnessed non-compliance issues with respect to project permits.](#)
- Harris will observe pile driving and prepare pile driving logs and provide Winzler & Kelly with copies. Taber Consultants will be notified through Winzler & Kelly when pile driving will start. Taber will be consulted through Winzler & Kelly should piles not reach specified tip etc.
- Review of Contractor's compliance with workplace safety and health standards and notification of City of non-compliance
- Provide Survey Control, as directed by City
- Review and approval of Contractor's survey layouts
- Inspect Contractor's detours, lane closures, and staging plans
- Verify contractor properly provides for safety of the workmen
 1. Nothing in this Agreement shall be construed to mean that Harris assumes any of the contractual responsibilities or duties of the construction contractor. The construction contractor is solely and completely responsible for construction means, methods, sequence and procedures used in the construction of the project and for related performance in accordance with its contract with the City. The construction contractor shall not be relieved of its responsibility for the safety of the workplace or for the method or manner of construction, or to infer any liability onto Harris for the construction contractor's failure to ensure a safe workplace. Harris and its personnel have no authority to exercise any control over any construction contractor or their employees in connection with their work or any health or safety precautions
- **Task 3: Post-Construction Services**
 Harris shall be responsible for providing services during construction close-out. Harris' RE shall be actively involved in all construction management tasks including, but not limited to completion of applicable RE project management forms as identified in the Caltrans LAPM including but not limited to the following:
 - **Exhibit 17-F:** Final Report-Utilization of Disadvantaged Business Enterprises
 - **Exhibit 17-C:** Final Inspection Form
 - **Exhibit 17-H:** Statement of Materials and Labor Used by Contractors
 - Assist the City with any other forms as needed

Services during construction close-out shall include, but not limited to:

- **Substantial and Final Completion Services, including:**
 - Project closeout
 - Site inspection to determine if facilities are complete and in compliance with Contract Documents
 - Preparation of punch-list and inspection of punch-list corrective actions

- Recommendations to City as to release of payment and retention to Contractor
- **O & M Manual Submittal Coordination with Contractor, if any**
- **Record Compilation and Submittal, including:**
 - Submittal of any record drawings made by Contractor or Consultant during construction
- **Obtaining Warranty and Lien Release Information from Contractor and filing a Notice of Completion**
- **Preparing a final construction project report per Chapter 17 of the Caltrans LAPM**

Harris Associates
 Manpower-Loaded Fee Estimate
 Construction Management Services for City of Willits

Railroad Avenue Bridge Replacement Project

	Pre-Const.	Construction								Post-Const.			
		2011									Total Hrs	Hrly. Rate	Total
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct					
Structure Rep./Resident Engineer		16	16	16	16	16	8	8		96	\$160.00	\$15,360	
Craig Carney, P.E.													
Field Inspector													
Bill Dash, P.E.	8	80	168	168	168	168	168	72		1000	\$135.00	\$135,000	
Direct Expenses													
Subconsultant - Laco Associates													
Materials Testing and Surveys												\$10,000	
Subconsultant - Hansen Environmental													
Biological Monitoring												\$10,000	
Trucks		1	1	1	1	1	1	1		7	\$900	\$6,300	
1 Ea @\$900.00/mo.													
Total												\$176,660	

Assumptions:

1. Proposal assumes monthly hours based on seven month construction period (143 working days), if Field Inspector is needed for more than 1000 hrs, an amendment will be required.
2. Above hourly rates include all overhead, fringe, and profit unless otherwise noted
3. Overtime hours, if necessary, to be determined. Overtime may increase inspection budget requiring a contract amendment
4. Subconsultant invoices will receive 5% mark-up
5. Biological monitoring includes one fish relocation. Additional relocations at \$3000.00.
6. Assumes City will provide work space (cubicle) for Resident Engineer.
7. We allow \$10,000 for material testing and surveying, if more testing and surveying is required above the \$10,000, will required contract amendment
8. We will bill \$900 per month for inspector vechile in lieu of billing for per diem.
9. If resident engineer is needed for more that 16 hours per month, a contract amendment will be required.
10. Each individual cost item is a guide only, total CM cost shall take precedent.





Item No. 9e(1)

Meeting Date: March 9, 2011

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Tom Mannatt, City Engineer

Agenda Title: PRESENTATION ON PROPOSED SEWER ORDINANCE REVISIONS

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

Summary of Request: On May 2, 2006, the State Water Resources Control Board (Board) issued Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WDR). As a requirement set forth by the WDR, any entity that owns a collection system greater than one mile in length must develop and implement a Sewer System Management Plan (SSMP), which will be available to the State or Regional Board upon request and must be approved by the City's governing body.

The SSMP provides a mechanism to properly manage, operate, and maintain all parts of the sanitary sewer system, with the ultimate goal being to reduce and prevent SSOs, as well as mitigate any SSOs that do occur. The City's SSMP must:

- (1) Establish the legal authority to prevent illicit discharges into its sanitary sewer system;
- (2) Require that sewers and connections be properly designed and constructed;
- (3) Ensure access for maintenance, inspection, or repairs for those portions of the lateral owned or maintained by the City;
- (4) Limit the discharge of fats, oils, and grease and other debris that may cause blockages; and
- (5) Enforce any violation of its sewer ordinances.

The Willits Municipal Code is the primary mechanism for establishing policies that govern the City's authority; therefore, the SSMP requires the City to review and, if necessary, revise the Sewer Ordinance. City staff has conducted a review of the Sewer Ordinance, and the City Engineer will present the proposed revisions to Council tonight. The City Engineer will present the SSMP during an upcoming Council meeting.

Recommended Action: Presentation only; no action necessary.

Alternative(s): Not applicable.

Fiscal Impact: None.

Personnel Impact: None.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____



Sewer Ordinance - Summary of Revisions

Proposed Revisions include the following:

1) 13.04.040 Definitions

- Added or *modified* definitions including:
“BMP” or “Best Management Practice,” “I&I” or “Inflow and Infiltration,”
“Industrial User,” “Interference,” “Significant Industrial User,” “Significant
Non-compliance,” “Pass through,” “SIC” or “Standard Industrial
Classification,” and “Upset.”

2) 13.04.120 General discharge prohibitions

- Prohibit contributions that:
 - 1) Cause a “Pass Through” or “Interference”
 - 2) Have a closed flash-cup point of less than 140°
 - 3) Create a public nuisance or hazard to life or prevent entry into
the sewers by maintenance staff
 - 4) Cause a violation of regulatory requirements imposed on the
City by any outside agency
 - 5) Cause harm to sewer infrastructure
 - 6) Solidify
 - 7) Are not amendable to the City’s treatment process.
 - 8) Pool, spa or pond water
 - 9) Have been in contact with tetrachloroethene.

3) 13.04.230 Sampling and Inspection.

- Add section authorizing Inflow and Infiltration (I&I) testing.

4) 13.04.250 Service outside city-Special agreements.

- Add condition that outside agencies with sewer agreements must adhere
to City Regulations.
- Require payment of a sewer connection charge prior to connection to the
system.

5) 13.04.250 Service outside city-Special agreements.

- Add condition that outside agencies with sewer agreements must adhere
to City Regulations.
- Require payment of a sewer connection charge prior to connection to the
system.

(...Continued)

(Continued ...)

6) 13.04.290 Administration

- Changed position responsible for the administration of title rules and operations of the system from the Public Works Director to Sewer Director.

7) 13.04.300 Wastewater permits

- Modernized section by establishing that industrial users are required to obtain a wastewater discharge permit, which includes any establishments contributing commercial or industrial waste; Fats, Oils and Grease (F.O.G.); or septage.
- Included sections covering: permit applications, conditions, revocation of permit, monitoring facilities, sampling and inspections, pretreatment, protection from accidental discharge, confidential information, special agreements, and discharge reports.

8) 13.04.310. Fats, Oils and Grease Source Control Program

- Add a section that establishes the Fats, Oils and Grease Source Control Program, including requirements for the following: permit, pretreatment (grease removal), sampling and inspection.

9) 13.08.070 Sewer connection required

- Establish that an approved and permitted sewer connection is required at every building and/or structure that conveys sewage.

10) 13.04.350. Sewer Service Funds

- Added section that establishes the Sewer Fund, collection and permissible allocation of revenue.

11) 13.12.090 Wastewater Discharge Permit User Fees.

- Establishes that special use fees (i.e. discharge permit related fees) are based on a classification of the characteristics of wastewater being produced at the disposal site.
- Classification is based on the primary activities at the site.
- User fees are not part of the residential sewer rate structure.



Proposed Municipal Code Revisions

Title 13 - Sewer Ordinance
Revised March 2, 2011

Title 13 SEWERS*

*For provisions regarding sewer rates, see applicable ordinances on file in the office of the city clerk.

Chapters:

- 13.04 Use Regulations
- 13.08 Construction and Extension
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Chapter 13.04 USE REGULATIONS*

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13.04.010 Short title.

The ordinance codified in this title may be cited as the "Willits Sewerage Ordinance." (Ord. 90-11 § 3).

13.04.020 Intent and purpose.

- A. The purpose of this title is to establish uniform standards for the discharge of wastes into the wastewater collection and treatment system for the city of Willits, "city". The ordinance codified in this title is enacted in compliance with the Clean Water Act of 1977 and the regulations promulgated thereunder (40 CFR, Part 403).
- B. The objectives of this title are:
 - 1. To prevent the introduction of pollutants into the system which will interfere with its operation; and to prevent the pass through of inadequately treated waste water into the receiving waters which may be incompatible with the system or contaminate the resulting sludge.
 - 2. To improve the opportunity to recycle and reclaim wastewaters and sludges from the system; and
 - 3. To provide a basis for distribution of costs according to use.
- C. This title provides for:
 - 1. The regulation of discharges to the system through the issuance of permits to certain nondomestic users;
 - 2. The enforcement of general requirements of the other users;
 - 3. Authorizes monitoring and enforcement activities;
 - 4. Requires user reporting;
 - 5. The setting of fees for the equitable distribution of costs resulting from the program established herein.
- D. This title shall apply to the city and to persons outside the city who are, by contract or agreement with the city, users of the Willits POTW.(Ord. 90-11 § 3).

13.04.030 Applicability.

The ordinance codified in this title shall apply to all sewers and other sewerage facilities both public and private constructed or used in the city and to all persons who use or perform work upon said facilities.
(Ord. 90-11 § 3).

13.04.040 Definitions.

Unless the context specifically indicates otherwise, the following terms shall, for purposes of this title, have the meaning indicated as follows:

"Act" or "the act" means the Federal Water Pollution Control Act.

"Applicant" means the person applying for sewer service, sewer service

connection, or sewer system extension.

"Approval authority" means the director of the Regional Water Quality Control Board.

"BMP" (denoting Best Management Practices) or means physical, structural or managerial practices that decreases the potential for facilities to pollute drinking water. They can be used singly or in combination as appropriate in a particular situation.

"BOD" (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five days at twenty degrees centigrade, expressed in milligrams per liter.

"Building" means any structure used for human habitation or a place of business, recreation or other purpose containing sanitary facilities.

"Building sewer" means that portion of any sewer beginning at the plumbing or drainage outlet of any building or industrial facility and running to the property line or to a private sewage disposal system.

"Categorical standards" means and refers to National Categorical Pretreatment Standards or Pretreatment Standards.

"CFR" means Code of Federal Regulations.

"City" means the city of Willits, Mendocino County, California, and its authorized representatives.

"Combined sewer" means a sewer receiving both surface runoff and sewage.

"Contractor" means an individual, firm, corporation, partnership or association duly licensed by the state to perform the type of work to be done under the permit.

"City" means and refers to the superintendent of the POTW.

"Cooling water" means the water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

"Cost" means the actual or estimated value of materials, equipment rentals, personal services, or other expenses incurred, including taxes, engineering and overhead.

"County health department" means the department of public health of the county of Mendocino, acting through its director.

"CWA" means Clean Water Act as Amended (33 U.S.C. §§1251 et seq.).

"Direct discharge" means the discharge of treated or untreated wastewater directly into the waters of the state of California.

"Director" means the director of ~~public works sewer~~ of the city or ~~his~~ the director's designated subordinate. In the absence of a director of ~~public works sewer~~, the ~~executive coordinator~~ city manager shall designate a person who shall act in the capacity of the director in discharging responsibilities established by this title.

"Dwelling unit" or "family unit" means a place of habitation which includes, but is not limited to a place to cook or prepare food, a toilet, or sleeping quarters for one person or a small group of persons constituting a unit.

"EPA" means the U.S. Environmental Protection Agency.

"Garbage" means solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

"Grab sample" means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

"Holding tank waste" means any waste from holding tanks, such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump tank trucks.

"I & I" or "I/I" or "Inflow and Infiltration" means the water discharged into the sewer system from sources other than regular, legal connections. Inflow includes flow from yard drains and foundation drains. Infiltration is the seepage of groundwater into the sewer system. Seepage often occurs through defective or cracked pipes, pipe joints, connections or manhole walls.

"Indirect discharge" means the discharge or the introduction of nondomestic pollutants from any source regulated under Section 307 (D) or (C) of the Act, into the POTW.

~~"Industrial user" means a source of indirect discharge which does not constitute a "discharge of pollutants" under regulations issued pursuant to Section 402 of the Act.~~ a person or entity who discharges industrial or commercial wastes to the Wastewater facilities in the City of Willits. Industrial users are required to obtain a wastewater discharge permit prior to discharging into the city's sewer system. This includes septage haulers and user's contributing commercially produced F.O.G., such as food service establishments

"Industrial wastes" means the liquid wastes from industrial processes as distinct from sanitary sewage.

"Interference" means the inhibition or disruption of the POTW treatment processes or operations which contributes to ~~a violation of any requirement of the city's NPDES permit. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with Section 405 of the Act.~~ or is a cause of a violation of any requirement of the POTW's Waste Discharge Requirements (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent Federal, State or local regulations).

"L" means Liter.

"Lateral sewer" means the portion of sewer lying within a public street or easement connecting a building sewer to the main sewer.

"Main sewer" means a public sewer designed to accommodate more than one lateral sewer.

"mg" means Milligrams

"mg/L" means Milligrams per liter

"National Pollution Discharge Elimination System or NPDES permit" means a permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

"Natural outlet" means any outlet into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

"Off-site" means and refers to facilities located outside the area owned or controlled by the applicant.

- "On-site" means and refers to facilities located within the area owned or controlled by the applicant and within streets or easements immediately adjacent to such area.
- "Outside sewer" means a sanitary sewer beyond the limits of the city not subject to the control or jurisdiction of the city.
- "pH" means the logarithm of the reciprocal of the concentration of hydrogen ions in grams per liter of solution.
- "Pass Through" is a discharge which exits the POTW into waters of the United States in quantities or concentrations, which alone or in conjunction with a discharge or discharges from other sources, is a cause of violation of any requirement of the POTW's waste discharge requirements (including an increase in the magnitude or duration of a violation) or threatens, or is a potential threat, to pollute or degrade groundwater.
- "Permit" means any written authorization required pursuant to this or any other regulation of the city for the installation of any sewerage works.
- "Persons" means any human being, individual, firm, company, partnership, association, private or public corporation, municipality, the United States of America, the state of California, districts, and all political subdivisions, governmental agencies and mandatories thereof.
- "Plumbing system" means all plumbing fixtures and traps, or soil, waste, special waste and vent pipes, and all sanitary sewer pipes within a building and extending to the building sewer connection three feet outside the building wall.
- "Pollution" means the manmade or man-induced alteration of the chemical, physical, biological and radiological integrity of water.
- "POTW" see "Publicly owned treatment works"
- "Premises" is a separate identifiable and transferable lot or parcel of real property, including the improvements, except that portions having well-defined boundaries, such as walls, fences, or hedges which prevent the common use of the property by all occupants, for the purpose of this title shall be determined separate premises.
- "Pretreatment" means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants in a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes.
- "Private sewer" means a sewer serving an independent sewage disposal system not connected with a public sewer and which accommodates one or more buildings or industries.
- "Publicly owned treatment works (POTW)" means a treatment works, as defined by Section 2.2 of the Act (33 U.S.C. 1292), which is owned in this instance by the city. This definition includes any sewers that convey wastewater to the POTW treatment plant.
- "Public sewer" means a sewer lying within a street or easement and which is controlled by or under the jurisdiction of the city.
- "Residence" means the place of residence for a single family. Property improved for

multifamily purposes shall be described in terms of the number of dwelling units that the facilities thereon provide for single family usage.

"Sanitary sewer" means a sewer which carries sewage and to which stormwaters, surface waters, and groundwaters are not intentionally admitted.

"Sanitary Sewer Overflow" or "SSO" means an event in which untreated wastewater is discharged from the sewer system into the environment.

"Sewer" means a pipe or conduit for carry sewage.

"Sewerage system" means all facilities for collection, pumping, treating and disposing of sewage.

"Shall" is mandatory. "May" is permissive.

"SIC" means Standard Industrial Classification.

"Side sewer" means the sewer line beginning at the foundation wall of any building and terminating at the main sewer, and includes the building sewer and lateral sewer together.

"Significant industrial user" means any industrial user of the city's wastewater disposal system who (1) has a discharge flow of ten thousand gallons or more per average work day, or (2) has flow greater than five percent of the flow in the city's wastewater treatment system, or (3) has in his wastes containing, toxic pollutants, as defined pursuant to Section 307 of the Act or (4) is found by the city, Regional Water Quality Control Board or the E.P.A. to have significant impact on the wastewater treatment system, the quality of sludge, the system's effluent quality, or air emission generated by the system.

"Significant Noncompliance" means a compliance status in which an industrial user has a violation which meets one or more of the following criteria:

1. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all of the measurements taken for the same pollutant parameter during a 6-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits;
2. Any other violation of a pretreatment standard or requirement that the City determines has caused, alone or in combination with other discharges, interference or pass through;
3. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment;
5. Failure to provide, within ninety (90) days after the due date, any required compliance reports.
6. Failure to accurately report non-compliance;

"Standard industrial classification (SIC)" means a system of classifying industries as identified in the SIC Manual, 1976, Office of Management and Budget.

"State" means the state of California.

"Storm sewer or storm drain" means a sewer which carries stormwater and surface waters or groundwaters and drainage, but excludes sewage and polluted industrial wastes.

"Stormwater" means any flow occurring during or following any form of natural precipitation and resulting therefrom.

"Street" means any public highway, road, street, avenue, alleyway, public

place, public easement or right-of-way.

"~~Superintendent~~" "Supervisor" means the person designated by the city to supervise the operation of the POTW and who is charged with certain duties and responsibilities or ~~his~~ an authorized representative.

"Suspended solids" means solids that either float on the surface of, or are in suspension in water, sewerage, or other liquid, and which are removable by laboratory filtering.

"SWDA" means Solid Waste Disposal Act (42 U.S.C. §§6901 et seq.).

"System extension" means extension of public sewerage facilities to serve areas to which service is not available from existing sewage collection facilities.

"Trunk sewer" means a sewer which receives flow from several main sewers, and which is designated as a trunk sewer by the director.

"Toxic pollutant" means any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the E.P.A. under the provision of G.W.A. 307 (a).

"Upset" shall mean an exceptional incident in which a discharger is in a state of non-compliance with the Categorical Pretreatment Standards due to factors beyond the reasonable control of the discharger, and excluding noncompliance due to the extent cause by operations error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation thereof.

"USC" means United States Code.

"User" means any person who contributes, causes or permits the contribution of wastewater into the city's POTW.

"Wastewater" means a combination of water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such groundwaters, surfacewaters and stormwaters as may be present.

"Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently, under natural conditions.

"Waters of the state" means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof.

Additional Definitions. For the purposes of this title, additional terms shall have the meaning indicated in Chapter 1 of the Uniform Plumbing Code of the International Association of Plumbing.

(Ord. 90-11 § 3).

13.04.050 Disposal of wastes.

It is unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner upon public or private property within the city or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other prohibited waste as defined by this title.

(Ord. 90-11 § 3).

13.04.060 Treatment of wastes required.

It is unlawful to discharge on land, or to any stream or watercourse any sewage, industrial wastes or other polluted water, except where suitable treatment has been provided in accordance with provisions of this title.

(Ord. 90-11 § 3).

13.04.070 Unlawful disposal.

It is unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, seepage pit or other facility intended or used for the disposal of sewage within the city, except in connection with facilities approved by the director in conjunction with construction projects or other special events.

(Ord. 90-11 § 3).

13.04.080 Occupancy prohibited.

No building, industrial facility or other structure shall be occupied until the owner of the premises has complied with all rules and regulations of the city.

(Ord. 90-11 § 3).

13.04.090 Private sewage disposal-Prohibition.

New private sewage disposal systems shall not be occupied until the owner of the premises has complied with all rules and regulations of the city.

(Ord. 90-11 § 3).

13.04.100 Private sewage disposal-Existing systems.

- A. The prohibition contained in Section 13.04.090 shall not apply to any private systems existing at the time of the adoption of the ordinance codified in this title, and to any private systems that may exist at the time of annexation of any premises that are outside of the city at the time of adoption of the ordinance codified in this title. The owner of any private system shall maintain such system in a safe and sanitary manner at all times, at no expense to the city.
- B. If, at any time, a public sewer is within three hundred feet of any single building, or, in the case of a group of buildings, within two hundred additional feet distant for every additional building, the owner or owners of such building or buildings situated within the city shall be required at ~~his~~ the owner's expense to connect the building to the public sewer in accordance with the provisions of this title within ninety days after notice by the director to do so. (Ord. 90-11 § 3).

13.04.110 Drainage into sanitary sewers prohibited.

No drains from any roof, surface drains for rainwater, or storm sewers shall be connected to any sanitary sewer. No surface water or stormwater, seepage, cooling water or unpolluted industrial process waters shall be permitted to enter any sanitary sewer by any device or method whatsoever.

(Ord. 90-11 § 3).

13.04.120 General discharge prohibitions.

No user shall introduce or cause to be introduced, directly or indirectly, to the POTW any pollutant or wastewater which will cause Pass Through or Interference. These general prohibitions apply to all users of the POTW whether or not the users are subject to categorical pretreatment standards or any other national, state or local pretreatment standards or requirements. No user shall discharge or cause to be discharged any of the following wastes to any public sewer:

- A. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive solid, liquid or gas, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140° F or 60° C. At no time, shall two successive readings on an explosion hazard meter be more than five percent, nor any single reading over ten percent of the lower explosive limit (LEL) of the meter;
- B. Any waste containing toxic or poisonous solids, liquids or gases, in sufficient quantity either singly or by interaction with other wastes to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair or interfere with any sewage treatment process, ~~constitute a hazard to humans,~~ or create a toxic effect in the receiving waters of the POTW, or exceed the limitation set forth in a categorical pretreatment standard;
- C. Any waste having a pH lower than 5.5 or having any other corrosive property or detrimental characteristic that may cause ~~capable of causing damage or hazard to structures, equipment or personnel~~ injury to maintenance personnel or wastewater treatment, or may cause damage to structures, equipment or other physical facilities of the sewer system;
- D. Any wastewater containing substances that may precipitate, solidify or become viscous at temperatures between 40°F (4.4°C) and 100°F (37.7°C). Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewerage works, such as, but not limited to, cooling water, petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, ashes, cinders, sand, mud, straw, shavings, paper dishes, cups, containers, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, spent lime, stone or marble dust, metal, glass, grass clippings, rags, wood, plastics, or sludge from any process in amounts that will cause Interference or Pass Through;
- E. Any substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludges, scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance be discharged to the POTW which causes the POTW to be in noncompliance with the City's sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act, any criteria, guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act or the Toxic Substances Control Act, or state criteria applicable to the sludge management method being used;
- F. Any substance which will cause the POTW to violate its NPDES permit or

- receiving water quality standards;
- G. Any wastewater having a temperature which will inhibit biological activity in the POTW resulting from interference;
- H. Any pollutants, including oxygen-demanding pollutants released at a flow rate and/or pollutant concentration which will cause interference to the POTW. In no case shall a slug load have a flow rate or contain concentrations of pollutants that exceed for any time period longer than fifteen minutes more than five times the average twenty-four-hour concentration, quantities or flow during normal operation;
- I. Any wastewater containing any radioactive wastes or isotopes of such concentration as may exceed applicable state or federal regulations.(Ord. 90-11 § 3);
- J. Any pool water, spa water, or pond water which is acceptable to be discharged to other facilities where such facilities are available.
- K. Any substance which is not amenable to treatment by the processes employed at the treatment plant.
- L. Any slug loading.
- M. Any wastewater that comes into contact with any process utilizing tetrachloroethene.

13.04.130 Wastes which may be prohibited.

No person shall discharge or cause to be discharged the following described substances, materials or wastes if it appears likely in the opinion of the director that such wastes may harm either the sewers, sewage treatment process or equipment, or can endanger personnel or property or create a public nuisance. The director, in forming his an opinion as to the acceptability of these wastes, the director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers to which they discharge, sewer material, treatment process, treatment plan capacity, and other pertinent factors. The substances so subject to prohibition include, but are not limited to:

- A. Any liquid or vapor having a temperature higher than two hundred degrees Fahrenheit;
- B. Any water or waste which may contain more than one hundred milligrams per liter of fat, oil or grease;
- C. Any garbage that has not been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension;
- D. Any water or wastes having a pH higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structure, equipment or personnel;
- E. Any waters or wastes containing suspended solids of such character or quantity that unusual attention or expense is required to handle such materials in the sewerage system;
- F. Any wastes containing phenols or other taste- or odor-producing substances, in concentrations exceeding limits which may be established by the director;
- G. Materials which cause excessive discoloration;
- H. Total sulfides in excess of 1.0 milligrams per liter;
- I. Wastes containing substances which cannot be treated by the sewage treatment

process utilized by the city or which cannot meet the requirements of the Regional Water Quality Control Board. (Ord. 90-11 § 3).

13.04.140 Acceptance of deleterious wastes.

- A. Upon application to discharge any wastes having any of the characteristics listed in Section 13.04.130 and which in the judgement of the director will have a deleterious effect upon the sewerage works, process, equipment or receiving water, the director may do one or more of the following:
1. Require preparation of a detailed report on expected waste characteristics. The report shall cover physical, chemical and hydraulic characteristics and shall include a projection of future waste characteristics. The report shall be prepared by a licensed civil engineer or chemical engineer;
 2. Require pretreatment to an acceptable condition prior to discharge to a public sewer;
 3. Require control over the quantities and rates of discharge;
 4. Require payment to cover the added cost of testing, handling and treating the wastes;
 5. Refuse to accept the waste into the public sewer system.
- B. If the director requires pretreatment or equalization of flow, the design and installation of the required plant and equipment shall be subject to the review and approval of the director, and no construction of such facilities shall commence until approval of construction plans and specifications is obtained in writing from the director. (Ord. 90-11 § 3).

13.04.150 Federal Categorical Pretreatment Standard.

Federal Categorical Pretreatment Standards for a particular industry category shall apply at any time if more stringent than the limitations developed by this title. (Ord. 90-11 § 3).

13.04.160 Specific pollutant limitations.

No person shall discharge wastewater containing in excess of the following:

- 0.10 mg/1 Arsenic
- 0.10 mg/1 Cadmium
- 1.00 mg/1 Copper
- 0.10 mg/1 Cyanide
- 0.20 mg/1 Lead
- 0.01 mg/1 Mercury
- 1.00 mg/1 Nickel
- 0.10 mg/1 Silver
- 0.50 mg/1 Total chromium
- 1.00 mg/1 Zinc
- .002 mg/1 Total chlorinated hydrocarbons
- 0.50 mg/1 Phenolic compounds
- 2.00 mg/1 Total toxic organics

(Ord. 90-11 § 3).

13.04.170 State requirements.

State limitations on discharges shall apply at any time they are more stringent than Federal Standards and the standards developed by this title. (Ord. 90-11 § 3).

13.04.180 Excessive discharge.

No user shall use dilution of a discharge, either process or domestic, as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in either this title or Federal Categorical Pretreatment Standards. (Ord. 90-11 § 3).

13.04.190 Accidental discharges.

- A. Prevention Facilities. Each user shall provide protection from accidental discharge of materials prohibited or otherwise regulated by this title. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the city for review, and shall be approved by the city before construction of the facility. If an accidental discharge occurs, it is the responsibility of the user to immediately notify the POTW by the quickest possible means. Notification shall include location of the discharge, type of waste, concentration and volume, and corrective actions.
- B. Written Notice. The user shall submit to the superintendent of the POTW a detailed written account of the accidental discharge and the measure taken by the user to prevent similar future occurrences. Notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties or other liability which may be imposed as a result of discharge. (Ord. 90-11 § 3).

13.04.200 Maintenance of pretreatment facilities.

Where pretreatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense and to the satisfaction of the director. (Ord. 90-11 § 3).

13.04.210 Control manholes.

When required by the director, the owner of any property served by a side sewer carrying industrial wastes shall install an approved control manhole in the side sewer to facilitate observation, sampling and measurement of wastes. Such manholes shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the director. The director may require that a separate side sewer be provided for discharge of sanitary sewage, and may require that a control manhole be installed on each side sewer. The manholes shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. It is unlawful for any person or entity, other than a person or entity specifically authorized

by the director, to remove a manhole cover or open a manhole for any purpose whatsoever.
(Ord. 90-11 § 3).

13.04.220 Control facilities required.

Grease, oil and sand interceptors, pH neutralizing chambers, screens or other control facilities shall be provided when, in the opinion of the director, they are necessary for the proper handling of liquid wastes containing harmful ingredients. All interceptors shall be of type and capacity approved by the director, and shall be so located as to be readily and easily accessible for cleaning and inspection. All control facilities shall be maintained by the owner, at his their expense, in continuous and efficient operation at all times. No sanitary sewage shall be discharged into control facilities provided for industrial wastes.
(Ord. 90-11 § 3).

13.04.230 Sampling and Inspection.

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this title shall be determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, and shall be determined at the control manhole provided for in Section 13.04.210, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the side sewer is connected.

Inflow and Infiltration (I/I) within the City of Willits has become significant and has reached the point that sewer system overflows from the collection system will result if I/I is not abated. The City is under a mandate from the State to ensure that sewer system overflows do not occur. Sampling and testing shall include testing of sewer mains, manholes, private sewer laterals, and other associated collection system infrastructure for leakage of unwanted ground and surface waters from entering the wastewater collection system. This testing is sometimes referred to as "infiltration/inflow (I/I)" testing. This type of testing and associated work includes but shall not be limited to: physical observation of the system, cleaning and removal of internal deleterious materials from mains and laterals, installation of lateral clean-outs or other appropriate facilities for easy access on or near right of way boundaries or on private property if necessary, mapping of the sewer system, television inspection of sewer mains and private laterals, dye testing, smoke testing, flow rate monitoring, pressure testing, water infiltration simulation testing, as well as other forms of work or testing for this purpose.

The city shall inspect the facilities of any user to ascertain whether the purpose of this title is being met and all requirements, are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the city or their representative ready access at all reasonable times to all parts of the premises for the

purposes of inspection, sampling, records examination or in the performance of any of their duties (Ord. 90-11 § 3).

13.04.240 Service outside city-General prohibitions.

Except as provided in Section 13.04.250, sewerage service will not be rendered to premises outside the city boundaries.
(Ord. 90-11 § 3).

13.04.250 Service outside city-Special agreements.

No statement contained in this title shall be construed as preventing any special agreement or arrangement between the city and any person or entity whereby waste may be accepted by the city for treatment, subject to payment and to such terms and conditions as might be required by the city and set forth in a resolution of the city council, if the following provisions are met:

- A. That payment of the applicable sewer connection charge, established by this article, shall be made before connection of the premises to the sewer.
- B. That any ordinances codified in the Willits Municipal Code apply to all Sewer Agreements established with the city. Any code violations by an individual or entity with a Sewer Agreement are subject to the enforcement measures by the city as provided in Section 13.04.350.

13.04.260 Swimming pools.

It is unlawful for any person to discharge the contents of a swimming pool into a sanitary sewer except in a manner approved by the director. (Ord. 90-11 § 3).

13.04.270 Appeal.

- A. When any person by reason of special circumstances is of the opinion that any provision of this title is unjust or inequitable as applied to ~~his/her~~ the individual's premises, ~~he/she~~ the individual may make written application to the director stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his/her premises. The director shall reply to the application, in writing, with an opinion regarding the merit of the requests. If denied by the director, the applicant may then appeal the director's decision to the city council.
- B. If such application is approved, the city council may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the initial application, and continuing during the period of the special circumstances or as specified in the resolution. (Ord. 90-11 § 3).

13.04.280 Damage to city property.

Any person damaging any sewerage facilities or other city property or violating any of the provisions of the title rules or regulation, shall become liable to the city for any expense, loss or damage occasioned by reason of such damage or such violation.
(Ord. 90-11 § 3).

13.04.290 Administration.

It shall be the responsibility of the ~~director of public works~~ sewer director of the city to conduct the operations of the sewerage system in accordance with the provisions of this title and to enforce all its provisions. The director shall take all actions necessary to carry out the specific requirements and intent of this chapter. (Ord. 90-11 § 3).

13.04.300 Wastewater permits.

All ~~significant~~ industrial users proposing to contribute to the POTW shall obtain a wastewater discharge permit from the city before connecting to or contribution to the POTW. All existing significant users connected to or contributing to the POTW shall obtain a wastewater permit within ninety (90) days after the effective date of the ordinance and codified in this title. (Ord. 90-11 § 3).

- A. Permit Application. Users seeking a wastewater discharge permit shall complete and file with the sewer director, an application in the form prescribed by the director, and accompanied by the applicable fees. The director will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the director may issue a wastewater discharge permit subject to terms and conditions provided herein.
- B. Permit Conditions. Wastewater discharge permits shall be expressly subject to all provisions of this chapter and all other regulations and terms the sewer director deems necessary to protect the city's sewer system and treatment works. Permits are also subject to user charges and fees established by the city. The conditions of wastewater discharge permits shall be uniformly enforced by the sewer director in accordance with this chapter, and applicable state and federal regulations.
- C. Revocation of Permit. Any user who violates the following conditions of the permit or of this chapter, or applicable state and federal regulations, is subject to having their permit revoked:
1. Failure of a user to factually report the wastewater constituents and characteristics of the user's discharge;
 2. Failure of the user to report significant changes in operations, or wastewater constituents and characteristics;
 2. Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; or
 4. Violation of conditions of the permit.
- D. Monitoring Facilities. The city may require the user to construct at the user's expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer or internal drainage systems and may also require sampling or metering equipment to be provided, installed, and operated at the user's expense.
- E. Sampling and Inspection. The city may inspect the facilities of any user to ascertain whether the purpose of this chapter is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the city or its representative ready access at all reasonable times to all parts of the premises for the purposes of inspecting or sampling or in the performance of any of their duties.
- F. Pretreatment. Users shall make wastewater acceptable under the limitations

established herein before discharging to the city sewer. Any facilities required to pretreat wastewater to a level acceptable to the city shall be provided and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the city for review and approval. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the city under the provisions of this chapter. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the City prior to discharge.

G. Protection from Accidental Discharge. Each user shall provide protection from accidental discharge of prohibited materials or other wastes regulated by this chapter.

H. Confidential Information. All information and data on a user obtained from reports, questionnaires, permit application, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the city that the release of such information would divulge information, processes or methods which would be detrimental to the user's competitive position. When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available to governmental agencies for use in making studies; provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information. Information accepted by the city as confidential, shall not be transmitted to any governmental agency or to the general public by the city until and unless prior and adequate notification is given to the user.

I. Special Agreements. Special agreements and arrangements between the city and any persons or agencies may be established when, in the opinion of the city, unusual or extraordinary circumstances compel special terms and conditions.

J. Discharge Reports. The city may require that any person discharging or proposing to discharge wastewater into the city's sewer system file a periodic discharge report, as prescribed by 13.04.34

~~13.04.310 Permit-Application. Fats, Oils and Grease (FOG) Source Control Program Users required to obtain a wastewater permit shall complete and file with the city an application form accompanied by a fee established by a resolution of the city council. Existing users shall apply for a wastewater permit within ninety days after the effective date of the ordinance codified in this title, and proposed new users shall apply at least 90 days prior to connecting to or contribution to the POTW. The city will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the city may issue a wastewater permit subject to the terms and conditions provided herein.~~

The purpose of the F.O.G. Program is to reduce Sanitary Sewer Overflows (SSOs) and blockages, and to protect public health and the environment by minimizing public

exposure to unsanitary conditions. By controlling the discharge of fats, oils and grease to the wastewater collection system, excessive buildup in sewer lines can be lessened, thereby increasing the system's operating efficiency and reducing the number of sewer line blockages and overflows.

A. General FOG Discharge Prohibitions. No Food Service Establishment (FSE) shall discharge or cause to be discharged into the sewer system FOG that may accumulate and/or cause or contribute to blockages in the sewer system or at the sewer lateral which connects the FSE to the sewer system.

B. Specific FOG Prohibitions. The following specific prohibitions shall apply to all FSEs:

1. Discharge of any FOG-containing wastewater that is not connected to a grease removal device is prohibited, unless a waiver has been granted in accordance with Subsection (L).

2. Non-grease laden sources such as, but not limited to, hand-wash sinks, toilets, urinals, and stormwater, shall not be connected to a grease removal device.

3. No dishwasher shall be connected to a grease trap.

4. Discharge of wastewater with temperatures in excess of 140° F (60° C) into any grease trap is prohibited.

5. Garbage disposals (food grinders) shall be prohibited at all new FSEs. Existing FSEs shall remove all garbage disposals when they remodel or within one hundred eighty (180) days from receiving a notice from the sewer director to remove its garbage disposal(s) based on the sewer director's finding that the FSE at any time caused or contributed to an SSO.

6. Direct disposal of any waste cooking oil into any drain or cleanout that is connected to the sewer system is prohibited.

7. Introduction of any additive into a grease removal device or directly into the sewer system for the purpose of emulsifying FOG, biologically/chemically treating FOG for grease remediation, or as a supplement to any grease removal device maintenance is prohibited, unless specifically authorized in writing by the director.

C. Wastewater Discharge Permit Required. All FSEs shall obtain a Wastewater Discharge Permit. Nothing in the permit is intended to relieve the Food Service Establishment of any local, state, or federal regulation. Any denial of a permit may be appealed under Section 13.04.270. All permit terms are subject to the same conditions outlined under Section 13.04.300.

F. Best Management Practices. All FSEs shall implement Best Management Practices (BMPs) in an effort to minimize the discharge of FOG to the sewer system.

G. FOG Pretreatment Required for New and Existing Food Service Establishments. FSEs are required to install, operate and maintain an approved type and adequately sized grease removal device necessary to maintain compliance with the objectives of this section, subject only to the variance and waiver provisions and other exceptions of this action. The grease removal device shall adequately separate and remove FOG contained in wastewater discharges from FSEs prior to discharge to the sewer system. Fixtures, equipment, and drain lines located in the food preparation and cleanup areas of FSEs that are sources of FOG discharges shall be connected to the grease interceptor.

- H. Waiver from Grease Removal Device Requirement. An FSE may apply for and be granted a conditional waiver. An FSE requesting a waiver must demonstrate that it has negligible FOG discharge and insignificant impact to the sewer system. The director may deem it necessary to impose special conditions in lieu of a grease removal device, including, but not limited to line cleaning cost recovery. Denial or revocation of a waiver may be appealed pursuant to Section 13.04.270 .
- M. Grease Removal Device Requirements. Any FSE that is required to provide FOG pretreatment shall install, operate, and maintain an approved type and properly sized grease removal device. The director will determine whether the grease removal device is acceptable during the permit application process. Approved grease removal devices conform to the latest approved edition of the California Uniform Plumbing Code.
- N. Grease Interceptor Maintenance Requirements. Grease interceptors shall be maintained in efficient operating condition by periodic complete removal of all contents of the devices including wastewater, accumulated FOG, floating materials, sludge and solids.
1. No FOG that has accumulated in a grease interceptor shall be allowed to pass into any sewer lateral, sewer system, storm drain, or public right of way during maintenance activities.
 3. The maintenance frequency for Food Service Establishments with grease interceptors shall be determined in one of the following methods:
 - a. Grease interceptors shall be fully pumped out and cleaned at a frequency such that the combined FOG and solids accumulation does not exceed the 75% of the total capacity of the interceptor. Cleaning intervals shall not exceed six (6) months.
 - b. The owner/operator of a Food Service Establishment may submit a request to the Director asking for a change in the maintenance frequency at any time. The Food Service Establishment has the burden of responsibility to prove that the change reflects actual operating conditions based on the average FOG accumulation over time, and meets the requirements of accumulating grease and solids at a maximum of 75% capacity prior to cleaning.
 - c. If the grease interceptor contains, at any time, FOG and solids accumulation that exceeds the 75% capacity, the Food Service Establishment shall be required to have the grease interceptor serviced immediately so that all FOG, sludge and other materials are completely removed from the interceptor. If necessary, the Food Service Establishment may be required to increase the maintenance frequency of the grease interceptor from its current frequency.
 - d. Wastewater, accumulated FOG, floating materials, sludge, solids, and other materials removed from the grease interceptor shall be disposed offsite properly by licensed waste haulers in accordance with federal, state, and/or local regulations.
- O. Grease Trap Requirements. Grease traps may be authorized by the Director through a variance under Subsection (K) with the following conditions:
1. Grease traps shall be installed in waste lines leading from drains, sinks and other fixtures or equipment where grease may be introduced into the sewer system in quantities that can cause blockage.

2. Grease traps shall be properly sized and installed in accordance with the latest approved edition of the California Uniform Plumbing Code.
3. The original design of the grease trap shall not be modified unless the manufacturer recommends the modification in writing.
 - a. Any modification will be at the FSE's expense.
 - b. The city is not liable for any non-compliance as a result of any modification.
4. Grease traps shall be maintained in efficient operating conditions by removing accumulated grease. The interval between cleaning will be established by the Director, but shall not exceed two (2) weeks. Baffles shall be removed and cleaned during the maintenance process, when applicable.
5. Grease traps shall be kept free of all food residues and any FOG waste removed during the cleaning and scraping process.
6. Grease traps shall be inspected periodically to check for leaking seams and pipes and for effective operation of the baffles and flow regulating devices.
7. Grease traps and their baffles shall be maintained free of all caked on FOG and waste.
8. Dishwashers and food waste disposal units shall not be connected to or discharged into any grease trap.
9. The temperature of any water entering a grease trap shall not exceed 140° F (60° C).

Q. Rights of Inspection and Sampling.

The city shall have the right to inspect and sample any FSE ensure compliance with this ordinance as established by Section 13.04.230.

S. Enforcement.

Enforcement of the FOG Control program shall follow the provisions set forth in Section 13.04.350 and 13.04.370.

13.04.320 Permit Duration. Permits will be issued for a specified time period, not to exceed five years. The user shall apply for permit reissuance a minimum of one hundred eighty days prior to the expiration of the user's existing permit. Terms and conditions of the permit may be subject to modification by the city during the term of the permit as limitations or requirements as identified in sections 13.04.150, 13.04.160 and 13.04.170 are modified or other just cause exists. The user shall be informed of any proposed changes in his permit at least thirty days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

13.04.330 - Permit-Transfer restrictions.

Wastewater permits are issued to a specific user for a specific operation. A wastewater permit shall not be reassigned or transferred or sold to a new owner, new user, different premises or a new or changed operation without the approval of the city. Any succeeding owner or user shall also comply with the terms and conditions of the existing permit. (Ord. 90-11 § 3).

13.04.340 - Periodic compliance reports.

A. Any user subject to a pretreatment standard, after the compliance date of such pretreatment

standard or, in the case of a new source, after commencement of the discharge into the POTW, shall submit to the superintendent during the months of June and December, a report indicating the nature and concentration of pollutants in the effluent which are limited by such pretreatment standards.

B. The superintendent may impose mass limitations on users which are using dilution to meet applicable pretreatment standards. In such cases, the periodic compliance report shall indicate the mass of pollutants regulated by pretreatment standards in the effluent of the user. These reports shall contain the results of sampling and analysis of the discharge, including the flow and the concentration, or production and mass where requested by the superintendent, of pollutants contained therein which are limited by the applicable pretreatment standard. The frequency of monitoring shall be prescribed in the applicable pretreatment standard. All analysis shall be performed in accordance with procedures established in Section 304(g) of the Act and contained in 40 CFR, Part 136 and amendments thereto or with any other procedures approved by the administrator. Sampling shall be performed in accordance with the techniques approved by the administrator. (Ord. 90-11 § 3).

13.04.350 - Enforcement.

A. Harmful Contributions.

1. The city may suspend the wastewater treatment service and/or a wastewater permit when such suspension is necessary, in the opinion of the city, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, causes interference to the POTW or causes the city to violate any condition of its NPDES permit.
2. Any person notified of a suspension of the wastewater treatment service and/or the wastewater permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the city shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The city shall reinstate the wastewater permit and/or the wastewater treatment service upon proof of the elimination of the noncompliance discharge. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the city within fifteen days of the date of occurrence.

B. Revocation of Permit. Any user who violates the following conditions of this section, or applicable state and federal regulations, is subject to having his permit revoked in accordance with the procedures of Section 13.04.350 of this chapter.

1. Failure of a user to factually report the wastewater constituents and characteristics of his discharge;
2. Failure of the user to report significant changes in operations or wastewater constituents and characteristics;

3. Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; or,
 4. Violation of conditions of the permit.
- C. Notification of Violation. Whenever the city finds that any user has violated or is violating this title, wastewater contribution permit, or any prohibition, limitation of requirements contained herein, the city may serve upon such person a written notice stating the nature of the violation. Within thirty days of the date of the notice, a plan for the satisfactory correction thereof shall be submitted to the city by the user. If the plan is not submitted to the city within the time allowed and the violation is not corrected forthwith, the city shall set the matter for a show cause hearing.
- D. Show Cause Hearing.
1. The city may order any user who causes or allows an unauthorized discharge to enter the POTW to show cause before the city council why the proposed enforcement action should not be taken. A notice shall be served on the user specifying the time and place of a hearing to be held by the city council regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the user to show cause before the city council why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten days before the hearing. Service may be made on any agent or officer of a corporation.
 2. The city council may itself conduct the hearing and take the evidence, or may designate any of its members or any officer or employee of the assigned department to:
 - a. Issue, in the name of the city council, notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
 - b. Take the evidence;
 - c. Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the city council for action thereon.
 3. At any hearing held pursuant to this title, testimony taken must be under oath and recorded stenographically. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges thereof.
 4. After the city council has reviewed the evidence, it may issue an order to the user responsible for the discharge directing that, following a specified time period, the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed on existing treatment facilities, devices or other related appurtenances are properly operated. Further orders and directives as are necessary and appropriate may be issued.
- E. Legal Action. If any person discharges sewage, industrial wastes or other wastes

into the city's wastewater disposal system contrary to the provisions of the ordinance codified in this title, federal or state pretreatment requirements, or any order of the city, the city attorney may commence an action for appropriate legal and/or equitable relief in any court of competent jurisdiction. (Ord. 90-11 § 3).

13.04.360 Penalty-Costs.

- A. Civil Penalties. Any user who is found to have violated an order of the city council or who wilfully or negligently failed to comply with any provision of the ordinance codified in this title, and the orders, rules, regulations and permits issued hereunder, shall pay a fine established by a resolution of the city council. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In addition to the penalties provided herein, the city may recover reasonable attorneys' fees, court costs, court reporters; fees and other expenses of litigation by appropriate suit at law against the person found to have violated this ordinance or the orders, rules, regulations, and permits issued hereunder.
- B. Falsifying Information. Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to the ordinance codified in this title or wastewater permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under the ordinance codified in this title, shall, upon conviction, be punished by a fine of not more than one thousand dollars or by imprisonment for not more than six months, or by both.

13.04.370 Severability.

If any provision, paragraph, word, section or article of the ordinance codified in this title is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and chapters shall not be affected and shall continue in full force and effect.

(Ord. 90-11 § 3).

13.04.380 Conflict.

All other ordinances and parts of other ordinances inconsistent or conflicting with any part of the ordinance codified in this title are hereby repealed to the extent of such inconsistency or conflict.

(Ord. 90-11 § 3).

Chapter 13.08 CONSTRUCTION AND EXTENSION

Sections:

I. Building Sewers, Lateral Sewers, Connections

13.08.010 Permit required.

13.08.020 Design and construction requirements.

13.08.030 Separate side sewers.

13.08.040 Old building sewers.

13.08.050 Cleanouts.

13.08.060 Sewage lift.

13.08.070 ~~Connection to public sewer.~~ Sewer connection required.

- 13.08.080 Testing.
- 13.08.090 Maintenance.

II. Construction

- 13.08.100 Permit required.
- 13.08.110 Design and construction standards.
- 13.08.120 Subdivisions.
- 13.08.130 As-constructed drawings.
- 13.08.140 Completion of sewerage works required.

III. System Extensions

- 13.08.150 Procedure.
- 13.08.160 Construction by applicant.
- 13.08.170 Reimbursement terms and agreement.
- 13.08.180 City construction and reimbursement for construction of sewer lines.

I. Building Sewers, Lateral Sewers, Connections

13.08.010 Permit required.

No person shall construct a building sewer, lateral sewer, or make a connection with any public sewer without first obtaining a written permit from the city and paying all fees and connection charges as required in this title.

(Ord. 76-4 §4.01).

13.08.020 Design and construction requirements.

Design and construction of building sewers and lateral sewers shall be in accordance with the requirements of the plumbing code and in accordance with city standard specifications. Lateral sewers shall be of four-inch minimum diameter, and shall be equal in size or larger than connected building sewers.

(Ord. 76-4 §4.02).

13.08.030 Separate side sewers.

In general, separate premises shall be served by separate side sewers. Multiple-dwelling units in the same structure may be served by a single side sewer; however, separate multiple-dwelling structures shall be served separately. Adjacent commercial and industrial structures located on a single parcel of land and served under a single account may be served by a single side sewer. Upon the subsequent subdivision and sale of a portion of said parcel, the portion not directly connected to such public sewer shall be separately connected to a public sewer, and it is unlawful for the owner or occupant thereof to continue to use or maintain such indirect connection.

(Ord. 76-4 §4.03).

13.08.040 Old building sewers.

Old building sewers may be used in connection with new buildings only when they are found, upon examination and test, to meet all requirements of the city.

(Ord. 76-4 §4.04).

13.08.050 Cleanouts.

Cleanouts in building sewers shall be provided in accordance with the plumbing code and city standard specifications. All cleanouts shall be maintained watertight. In locations that the director may designate, an approved pressure relief connection shall be installed on each building sewer adjacent to its connection with the lateral sewer. (Ord. 76-4 §4.05).

13.08.060 Sewage lift.

In all buildings in which any building sewer is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sewer shall be lifted by artificial means approved by the director and discharged to the public sewer at the expense of the owner. (Ord. 76-4 §4.06).

13.08.070 ~~Connection to public sewer.~~ Sewer Connection Required

Every building or structure in which plumbing fixtures are installed, and every premises having piping thereon, which conveys sewage or other liquid wastes to an approved point of disposal, shall be connected to the city's sewer system. The connection of the lateral sewer into the public sewer shall be made in accordance with city standard specifications and at the applicant's expense. The connection to the public sewer shall be made by the city. (Ord. 76-4 §4.07).

13.08.080 Testing.

All building sewers and lateral sewers shall be tested in accordance with city standard specifications. (Ord. 76-4 §4.08).

13.08.090 Maintenance.

Building sewers and all other sewerage facilities located on private property shall be maintained by the owner of the property served thereby. The city's responsibility shall be limited to:

- A. The maintenance of the sewer mains;
- B. Insuring that the laterals are installed properly with the necessary cleanout; and
- C. Advising the property owners that if there is a lateral problem it is the responsibility to acquire the services of a private sewer cleaning company. If an emergency situation arises and the city crews are required to clean the lateral out, the affected property owner shall be billed for time and material. (Ord. 86-16 §2).

II. Construction

13.08.100 Permit required.

No person shall construct, extend, or connect to any public sewer without first obtaining a written permit from the city and paying all fees and connection charges and furnishing bonds as required therein. The provision of this section requiring permits shall not be

construed to apply to contractors constructing sewers and appurtenances under contracts awarded and entered into by the city.
(Ord. 76-4 §5.01).

13.08.110 Design and construction standards.

Minimum standards for the design and construction of sewers within the city shall be in accordance with city standard specifications as set forth by the director. Such specifications shall include provisions governing materials, workmanship, testing, and warranty of sewerage facilities. The director may permit minor modifications or may require higher standards where unusual conditions are encountered. Minimum size main sewer shall be six-inch diameter.
(Ord. 76-4 §5.02).

13.08.120 Subdivisions.

The requirements of any ordinance of the city enacting rules and regulations covering subdivisions, insofar as they relate to public sewer construction, are incorporated in this chapter and become a part of this chapter and shall be complied with by a person constructing, extending, or connecting to any public sewer. All sewers constructed in rights-of-way or easements shall be conveyed to and owned by the city.
(Ord. 76-4 §5.03).

13.08.130 As-constructed drawings.

As a condition of final acceptance by the city, three sets of "as-constructed" drawings showing the actual locations of all mains, structures, wyes, laterals, and other changes to the construction drawings shall be filed with the city.
(Ord. 76-4 §5.04).

13.08.140 Completion of sewerage works required.

Before acceptance of any sewerage works by the city and prior to the admission of any sewage into the system, the sewerage works shall be tested and shall be complete in full compliance with all requirements of the specifications and to the satisfaction of the director.
(Ord. 76-4 §5.05).

III. System Extensions

13.08.150 Procedure.

- A. Sewer system extensions may be made as general city improvements, as improvements under assessment district proceedings, by application for system extension as part of subdivision improvements, or by application for system extension by an individual applicant.
- B. Financing of sewer system extensions by assessment district proceedings shall be in accordance with district improvement plans.
- C. Charges for sewer system extensions made pursuant to applications are set forth in Section 13.12.070. For extensions made to serve premises not contiguous to existing adequate main sewers, the applicant may be required to advance the

estimated cost of the intervening facilities or to construct such facilities. A portion of the cost of such improvements shall be reimbursable. All applicable charges shall be paid by applicant in advance of construction.

- D. The city will construct, or contract for construction of, all sewer system extensions on public rights-of-way and easements except as provided in this chapter or as ordered by the director. System extensions made as part of subdivision improvements or required to serve a new subdivision shall be constructed by the applicant.
(Ord. 76-4 §8.01).

13.08.160 Construction by applicant.

Construction of sewer system extensions by an applicant as part of subdivision improvements shall be in accordance with the requirements of the city.
(Ord. 76-4 §8.02).

13.08.170 Reimbursement terms and agreement.

Upon completion and acceptance of facilities for which costs are reimbursable, a reimbursement agreement will be provided by the city and entered into by city and applicant. The reimbursement agreement shall include a detailed description of the facilities for which costs are reimbursable, an exhibition of cost data and calculation of reimbursable costs, and the terms of reimbursement. Minimum annual reimbursement shall be equal to the frontage and connection charges levied for service connections to the reimbursable facilities. No interest shall be paid on reimbursable amounts. The term of all reimbursement agreements shall be ten years.
(Ord. 76-4 §8.03).

13.08.180 City construction and reimbursement for construction of sewer lines.

The city is authorized by public bid or forced account to expend public funds for the construction of extensions to the city's sewer system. When any public funds are expended to construct any extension to the city's sewer system, the city shall collect or be reimbursed the cost of said construction by each applicant for sewer service who connects a sewer main or lateral to said line. The amount collected from each applicant connecting to the line shall be equal to the actual cost of constructing that portion of the sewer line that is located upon or fronts the applicants property or the parcel to be serviced by the connection. The city is authorized to enter into contracts with applicants for sewer service as are necessary to collect or be repaid for the cost of constructing any sewer line.
(Ord. 89-13 § 2).

Chapter 13.12 SEWER RATES*

* For statutory provisions authorizing cities to prescribe and collect fees for sewer service, see Health and Saf. Code §§5471, 5474 and 5474.10.

Sections:

13.12.040 Sewer Service Funds.

13.12.005 Rate changes.

13.12.010 Billing periods.

13.12.020 Payment.

13.12.030 Delinquency--Service discontinued.

13.12.040 Delinquency--Restoration of discontinued service.

13.12.050 Delinquency--Unauthorized turnon.

13.12.060 Disputed charges.

13.12.070 Connection charge.

13.12.080 Lateral sewer installation charges.

13.12.090 Wastewater Discharge Permit User Fees.

13.12.040 Sewer Service Funds.

A. A sewer service fund is hereby established. It shall consist of revenue from sewer service charges, revenue from sewer connection charges, and sewer facility charges as herein defined.

B. All revenue obtained from sewer service charges shall be deposited into said fund, shall be accounted for separately, and shall be expended for the administration, acquisition, construction, reconstruction, maintenance, and operation of wastewater facilities and collection system infrastructure, including payment of interest and principal on bonds issued for such purposes, and for the implementation of the city's pretreatment program. Said fund may also provide a capital reserve for depreciation and improvements to sewer facilities.

Nothing contained in this section shall be construed to restrict or prohibit the making of transfers from said sewer service fund for the purpose of making temporary loans to one or more of the various departments of the city; and provided further that all such temporary loans shall be restored annually to the sewer service fund on or before the last day of each fiscal year.

13.12.005 Rate changes.

All rates or charges established by this title may be changed by the city council by resolution.

(Ord. 86-8 §2).

13.12.010 Billing periods.

Charges for general sewerage service will be rendered annually. Such fees will be fixed by resolution of the city council. Charges for other sewerage services may be rendered at any lesser frequency which the city may choose.

(Ord. 86-1 §2: Ord. 76-4 §7.01).

13.12.020 Payment.

Charges will be collected semi-annually for those charges collected by the county tax collector's office as part of the county's tax collection. Charges collected directly by the city may be collected as deemed necessary by the city.
(Ord. 76-4 §7.02).

13.12.030 Delinquency--Service discontinued.

The city may discontinue all utility service rendered by the city if county tax payments are delinquent.
(Ord. 76-4 §7.03).

13.12.040 Delinquency--Restoration of discontinued service.

When service is discontinued because of delinquency in payment of a bill for sewerage service, the utility service shall not be restored until all charges, including a restoration charge equal to the monthly minimum charge, are paid, and a cash deposit is made to reestablish credit. The deposit shall be treated as an application deposit.
(Ord. 76-4 §7.04).

13.12.050 Delinquency--Unauthorized turnon.

If, after a service is discontinued for delinquency in payment, service is resumed without authorization, the service connection facilities may be removed, and a charge equal in amount to the restoration charge, plus actual cost for restoring service shall be made. This charge is in addition to all other charges and deposits.
(Ord. 76-4 §7.05).

13.12.060 Disputed charges.

In case of dispute as to payment of taxes, the customer shall present the receipted bill, cancelled check, or other satisfactory evidence of payment before the city may make an adjustment or correction.
(Ord. 76-4 §7.06).

13.12.070 Connection charge.

An applicant for sewer service shall pay a sewer system connection charge as set by resolution of the city council. Sewer hookup fees shall be waived on city-owned property or city-owned facilities.
(Ord. 87-8 §2; Ord. 86-8 §3; Ord. 86-1 §3; Ord. 85-8 §1; Ord. 82-6 §1; Ord. 78-4 §1; Ord. 76-4 §10.1).

13.12.080 Lateral sewer installation charges.

- A. An applicant for lateral sewer installation by the city shall pay an installation charge established by resolution of the city council.
- B. Special conditions are as follows:
 - 1. No charge will be made for replacements of lateral sewer installations installed or accepted by the city because of normal deterioration.

2. Charges for construction of lateral sewer installations of sizes other than those tabulated shall be the estimated total cost of the installations.
3. Any condition which, in the opinion of the director, will result in construction costs more than twenty percent above the tabulated charges will be considered unusual. Charges for unusual installations shall be the estimated total cost of the installations.
4. Lateral sewer installations in a new subdivision shall be made by the applicant concurrently with main construction. For such installations, the applicant shall pay an engineering and inspection charge of ten percent of the tabulated installation charges.
5. Special control structures and other appurtenances shall be constructed by the applicant unless otherwise ordered by the director.
6. For any installations in Main Street, the city will contract for installation. Lot developer will pay the cost to the city.
(Ord. 86-8 §4; Ord. 86-1 §4; Ord. 76-4 §10.2).

13.12.090 Wastewater Discharge Permit User Fees.

All users shall be classified according to the principal activity conducted on the user's premises and based on the typical wastewater constituents and characteristics for that type of user as determined by the city. The purpose of such classification is to facilitate the regulation of wastewater discharges based on wastewater constituents and characteristics to provide an effective means of source control, and to establish a system of user charges and fees which will insure an equitable recovery of the city's costs. All permitted users will be subject to user fees based on the classification of their contributions to the City's sewer system.



Item No. 9f(1)

Meeting Date: March 9, 2011

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Joanne Cavallari, Finance Director/City Treasurer

Agenda Title: DISCUSSION AND POSSIBLE ACTION APPROVING A COMPUTER USE POLICY

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

Summary of Request: The attached policy has been developed in response to the Auditor's Management Letter, which recommended that we develop a policy regarding computer passwords and backing up of data. While this policy covers much more than what is recommended by the auditor, staff felt that there were many more issues that needed to be addressed that were not covered by our Personnel Policies and Procedures.

Recommended Action: Review and comment on the draft policy. Staff will revise the policy according to Council direction and have all employees sign that they have received a copy of the policy, and agree to its terms and conditions.

Alternative(s): None recommended.

Fiscal Impact: None.

Personnel Impact: The Finance Department and the Human Resources Department will distribute copies to all employees, and track completion and return of the signature page, which will be placed in employee personnel files.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____



Computers, Network Systems and Internet Usage Policy

General Provisions:

This Policy is intended to supplement Section 16.4 of the City's Personnel Policies and Procedures Manual adopted July 22, 2009, and will govern the use of the City's computer information systems and related equipment ("System") by City employees. This policy refers to all system resources including personal computers, portable (laptop) computers, network servers, printers and associated peripherals and includes all software. Access to these systems, which are owned or operated by the City of Willits imposes certain responsibilities and obligations on City employees (hereinafter termed "users") and is subject to the City of Willits' policies and local, state and federal laws.

The e-mail, voice mail and computer systems are the property of the City of Willits and are provided solely as business tools to be used exclusively by its employees to facilitate the management of and the transmittal of business-related information. The City is providing employees with access to the City's computer system and electronic communication system, which may include internet access. The purpose of the System is to assist employees in communicating with others, enhance productivity, and assist employees in upgrading their skills through an exchange of information with their peers. The City's System will also assist in sharing information with the public. To be deemed acceptable under this policy, use must be ethical, reflect honesty and show restraint in the consumption of shared resources. The use must demonstrate respect for intellectual property, ownership of information, system security mechanisms, and the individual's right to privacy and freedom from intimidation, harassment, and unwarranted annoyance.

Policy:

1. Users of the City's System have a responsibility not to abuse network or computer resources and to respect the rights of others. Computer System administrators may and are entitled to routinely monitor and log usage data and review this data for evidence of a violation of these policies. The City Manager, in consultation with the Department Head, may limit or suspend computer and network privileges of an individual user for violation of these policies. Continued violation of these policies may result in disciplinary action, up to and including termination, and/or legal action. Employees who violate this policy may also be required to reimburse the City for any costs incurred as a result of unauthorized use of City property. Users will be personally responsible and liable for any copyright infringing activities.

2. Users will respect the copyrights and licenses of software and other on-line information. All software and other information protected by copyright will not be copied except as stipulated by the copyright requirements. Users who violate any copyright declarations are acting outside the course and scope of their employment, or other authority, and City of Willits shall be relieved of any legal responsibility. In such a situation, City of Willits shall be entitled to hold the user personally liable for all damages or other liabilities assessed against City of Willits. Any and all software installations will be processed under the direction of the Department Head and original disks will be maintained in a secure place.

3. Users will not attempt to modify, move or remove computer equipment, software or peripherals without the permission of the City Manager. Use of any computer equipment assigned to a user which may be supplied for home use, or is portable, will be approved by the City Manager.

4. Users will respect the privacy and personal rights of others. Users will not access the personal files and directories of other users without permission. Private messages will be marked by the sender as "Private" or "Confidential," or have a clear indication that the message is for the intended receiver only. However, employees should not expect any protection of privacy with regard to the City's information systems. Employees should expect that any e-mail or voice mail message that is created, sent or received and that any file in the computer network, in local PC's or on disks located on City property may be read or listened to at any time. The City expressly reserves the right to intercept, read, review, access and disclose all e-mail messages, voice-mail messages, and computer files. Every time a user logs onto these devices he or she is consenting to these terms and conditions. The reasons include, without limitation, the right to investigate wrongdoing, to determine whether security breaches have occurred, to monitor compliance with policies and to obtain work products needed by other employees. The use of a password does not mean information on the system shall be considered private or confidential.

5. Users will not intentionally develop or use programs which disrupt or inhibit other computer users, provide unauthorized access to restricted portions of the System, or will damage the hardware or software components of the computer system. Users will not make deliberate attempts to disrupt the computer system performance or destroy data by spreading computer viruses or by any other means.

6. Users will not use the City's System to engage in any illegal acts or acts that affect the reputation of the City, the City Council, or City personnel.

7. Users of electronic communication will not send fraudulent, harassing, obscene or threatening messages, or use mail or messaging services to harass, threaten, intimidate or otherwise annoy another person. Users will not use the City System to access material that is profane or obscene (pornography), that advocates illegal acts, or that advocates violence or unlawful discrimination toward other people. If a user unintentionally accesses such information, they will immediately disclose the access to their Supervisor. This will protect the user against an allegation that they have intentionally violated this policy. Users will not engage in using abusive or obscene language in either public or private messages. Users will exercise care not to display on computers any images, sounds or messages which would create an atmosphere of discomfort or harassment to others.

8. Passwords will be used by individuals for access to the network and other computer systems. Passwords should be known only by the individual user and System Manager and should be nontrivial. Passwords should be changed at least semi-annually. Users should avoid using passwords such as names, initials, birth dates, social security numbers or other common items. Avoid posting passwords on workstations, under the keyboard or in other easily discovered areas.

9. At the discretion of the employee's Supervisor, City employees may access the System for personal use, provided the access and use:

- (1) is not excessive;
- (2) does not interfere with the employees' work performance;
- (3) is done on the employee's break, lunch or while "off the clock";
- (4) does not interfere with others' access to the System;
- (5) is in compliance with City policies;
- (6) does not involve gambling, pornography or any illegal activity; and
- (7) does not expose the City to unauthorized expense.

10. When System changes in hardware, software or procedures are planned, when possible, users will be notified of the change to ensure that they will have enough time to prepare for the changes.

11. The City's accounting data is backed up on a daily basis. One backup tape will be stored off site, in the City's safe deposit box at Savings Bank of Mendocino County, and will be rotated weekly.

12. Users are responsible for learning proper techniques and standards for participation and for understanding that misuse of the network may lead to disciplinary actions. Particular concerns include issues of public records retention and access, copyright infringement, e-mail etiquette, offensive content, computer viruses, and appropriate use of access and file transfer services. Appropriate training will be provided, when needed.

13. The City may establish a web site and will develop web pages that will present information about the City to the public. The City Clerk, or designee, will be designated the Webmaster who will be responsible for maintaining the City web site. No information will be posted to this site without the permission of the Webmaster. All employees will be required to use our official domain name when using the internet.

14. The internet should be treated as a formal communication tool, just as the telephone, radio and written communications are. Users will be responsible and accountable for their actions and communication. E-mail messages and other transfer of information must adhere to the Government Records Access Management Act (GRAMA) and State laws relating to disclosure and retention of information.

15. Employees will be required to use proper online etiquette when responding to questions directed to them via email and the City's web site. Proper on-line etiquette includes, but is not limited to:

- (1) Subject lines should be as descriptive as possible. A salutation after the subject line and before the message can be used to convey a sense of personal acknowledgment.
- (2) Appending your name at the end of the message is also considered good etiquette. If communicating with someone outside the system, it is appropriate to type your name and include your e-mail address.
- (3) Always copy the message that is being answered in the body of a response.
- (4) Always acknowledge receipt of a document or a file someone has sent you.

(5) E-mail should be checked at least once or twice a day when expecting a reply. Emails should be deleted or saved to a local file once they have been read. Hard copies should be made for the file when appropriate.

(6) Unnecessary “surfing” on City time or while using City equipment and software is not permitted.

(7) Conference and bulletin board messages are “showcases.” All messages should be proofread and edited since communications are considered an official response from the City.

(8) Be respectful and responsive when communicating. When answering the public, always ensure that a proper and timely response is provided even if given by other individuals within the City.

(9) Do not publicly (on bulletin boards or conferences) criticize other network users or City employees.

(10) Protect others’ privacy. Internet communications are **not secure** and confidential information should not be used, sent, or attached as files for distribution purposes.

(11) Do not use capital letters as the standard form of the message. Using “all caps” is the network equivalent of SHOUTING!

(12) The City will offer periodic internet training. It is the employee’s responsibility to acquire proper training and to stay current with new tools. If special assistance is needed, the employee’s supervisor should be contacted.

(13) Each user will sign a form which indicates their understanding of the policies contained herein.

(14) This document may be updated on an as-needed basis and is subject to change.



Computers, Network System and Internet Usage Agreement

I understand that the City has the right to inspect and review all files, e-mail and internet files used or stored or contained on any computer or network system which I operate or use at work, at any time, and to monitor my use of these systems.

I have received, read and understand the City of Willits Computer and Network System and Internet Usage Policy, and agree to be bound by the terms of the policy.

Employee Signature _____

Print Name: _____

Date _____

The Human Resources Director will retain the original of this receipt in the employee's personnel file.