



111 E. COMMERCIAL STREET
WILLITS, CALIFORNIA 95490
(707) 459-4601 TEL
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WILLITS CITY COUNCIL AGENDA

MAY 25, 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. Discussion and Possible Direction and/or Action Regarding Proposal to Change the Street Name of West and East Commercial Streets to Seabiscuit Parkway
 - b. Noticed Public Hearing to Conduct Annual Review of Rates and Charges for Various City Services and Adopt a Resolution Approving Changes in Certain City Fees and Charges, Effective July 1, 2011
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 of May 11, 2011
 - b. Disbursements Journals:
 - Warrant Nos. 17724-17732, Totaling \$115,228.64
 - Warrant Nos. 17733-17816, Totaling \$1,085,843.44
 - c. Resolution Authorizing Willits Frontier Days Parade Route for July 4, 2010, and Decorations on PG&E Poles
 - d. Revised Expenditure Plan for Use of Proposition 1B Transportation Funds
 - e. Authorize City Manager to Execute Agreement with Traffic Solutions, Inc., for Street Marking and Striping
 - f. Resolution Authorizing the Elimination of the Water Conservation Specialist Position and Directing Staff to Issue a Notice of Layoff to the Affected Incumbent
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 to Approve Two Agreements with Mendocino County Health and Human Services Agency for Animal Control Shelter Services for Fiscal Years 2010-2011 and 2011-2012
- b. Discussion and Possible Action to Approve Agreement with Sierra Pacific Aviation to Provide Airport Management Services at the Willits Municipal Airport
- c. Other Reports – Verbal/No Action

9. DEPARTMENT RECOMMENDATIONS

- a. Police Chief
- b. City Planner
 - (1) Discussion and Possible Action to Adopt a Resolution Prohibiting New Development within Areas of Special Flood Hazard Until Revised Floodplain Regulations are Adopted and Accepted by FEMA
- c. City Attorney
- d. Public Works Director
 - (1) Discussion and Possible Action to Approve Construction Contract Change Order No. 1 with Mendocino Construction Services, Inc., in an Amount Not to Exceed \$37,120.50, for Additional Water Line Work Related to the Railroad Avenue Bridge Project
 - (2) Discussion and Possible Action to Approve an Award of Contract to Mendocino Construction Services, Inc., to Construct ADA Ramps and Sidewalk on North Street
- e. City Engineer
- f. Finance Director/City Treasurer
- 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. SCUk CVG-1056037
- b. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6 – Agency Negotiators: Paul Cayler and Adrienne Moore; Employee Organization(s): All

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Willits City Hall, located at 111 East Commercial Street, Willits, California, not less than 72 hours prior to the meeting set forth on this agenda.

*Dated this 20th day of May, 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. 2a

Meeting Date: May 25, 2011

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Paul Cayler, City Manager

Agenda Title: DISCUSSION AND POSSIBLE DIRECTION AND/OR ACTION REGARDING PROPOSAL TO CHANGE THE STREET NAME OF WEST AND EAST COMMERCIAL STREETS TO SEABISCUIT PARKWAY

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

Summary of Request: Hal Wagenet is requesting that the Willits City Council “take all necessary action promptly to expedite” the name change of West and East Commercial Streets to Seabiscuit Parkway. Please find attached materials from Mr. Wagenet discussing the proposal and a petition signed by local residents and businesses in support of the proposed name change.

Staff does not have a recommendation at this time. However, if the City Council directs that the street name change be undertaken, then staff requests that the Council set a relative priority on the project. The City operation is trying to focus on “core” services, therefore, it would be helpful for the City Council to determine and direct the level of effort desired.

Recommended Action: None recommended.

Alternative(s): None recommended.

Fiscal Impact: Unknown. There will certainly be a fiscal impact on City operations, however, there is no estimate of the cost at this time. The name change will impact three City office locations. The greatest anticipated impact will be on Water Department billing operations.

Personnel Impact: Unknown. City staff has not researched the level of effort required to conduct a street name change, however, this will certainly be a project that will demand a staff assignment and coordination.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

"Seabiscuit Parkway" Proposal

What's in a Name?

Well, just about everything.

We all need an identity to give us stability and a solid point of reference for relating to our society at large. Mendocino County struggles with its identity and nowhere is this more true than in Willits.

Ukiah is a county seat, featuring industry, agriculture and Lake Mendocino for recreation. Anderson Valley has the European wine atmosphere. And the Coast has spectacular scenery and New England ambiance so popular with visitors.

Willits is simply a crossroads leading to the Redwoods and these other attractions. But it also has the elements of a strong identity that would substantially improve its character and economy - - - once collected and presented in a unified manner.

Willits is, and should be known as, a Western town, where history and modern lifestyles coexist in a lively and accessible atmosphere.

To solidify and create a promotable entity, **we propose to change the name of "Commercial Street" to "Seabiscuit Parkway"**. We acknowledge our heritage and improve our future by taking action in the present moment. Here's why.

Within a few blocks lies a collection of community assets unparalleled in any town or city:

- The Noyo Theater
- Willits Art Center
- Little Lake Fire Department
- Willits City Park
- Mendocino College
- Skunk Train
- Willits Chamber of Commerce
- Recreation Grove Park
- Mendocino County Library
- Mendocino County Museum
- Willits Frontier Days park
- Roots of Motive Power
- Willits baseball and soccer fields
- Willits Skate Park

The Willits News, Mendo Mill, and Printing Plus are landmark businesses as well. Assets like these may be found in other communities, but usually are scattered about, rather than grouped attractively in a short accessible corridor.

Why Seabiscuit Parkway?

Sea Biscuit was the legendary race horse whose blue collar struggle and victory over the aristocracy of the racing world made history. Recent best-selling books and movies on this heroic saga generated a large pool of national and international publicity. Naming this corridor honoring Seabiscuit will take best advantage of this name recognition now in place.

Additionally, the owner of Seabiscuit, Charles Howard, built Howard Hospital in 1928 following the tragic death of his son. That facility is now being rebuilt as the nation's first Green Hospital. Willits Frontier Days was established to support it the following year. This professional rodeo celebration is the oldest continuous rodeo in the state of California.

Call to Action:

We want your support for this proposal. It is a public-private partnership in the best sense of the phrase. It will require an action by the Willits City Council, with a noticing period.

There will be some short-term costs to changing letterheads and placing signs, but the advantages to Willits and Mendocino County far outweigh that brief discomfort. It is likely that some financial and publicity support from Visit Mendocino County, Inc. will help defray these hard costs, once they are determined.

Your business or institution will enjoy higher visibility and pride simply by being located on historic Seabiscuit Parkway.

RESOLUTION NO. 2011-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLITS TO CHANGE THE NAME OF EAST AND WEST COMMERCIAL STREETS TO “SEABISCUIT PARKWAY”

WHEREAS, Seabiscuit was a great-spirited racehorse, who rose from humble origins to defeat the entrenched aristocracy of horse racing; and

WHEREAS, Seabiscuit was owned by Charles Howard, spent his final years in the Willits area, and is buried here; and

WHEREAS, Charles Howard built the Frank R. Howard Memorial Hospital and Willits Frontier Days was founded to support the hospital; and

WHEREAS, Seabiscuit was the subject of a book and movie by the same name, both of which achieved international fame and recognition, thus generating increased tourism for Willits; and

WHEREAS, Commercial Street is home to a unique collection of Western Heritage features, including the Mendocino County Museum, which houses the Seabiscuit Collection, Willits Frontier Days, Roots of Motive Power, and the Skunk Train; and

WHEREAS, an overwhelming majority of the businesses and individuals located on Commercial Street formally support this proposal; and

WHEREAS, all the major hotels in Willits, the Willits Chamber of Commerce, the Howard Foundation, Visit Mendocino County, Inc., the Mendocino Winegrape and Wine Commission, the Mendocino County Lodging Association, the Mendocino County Promotional Alliance, and the Seabiscuit Heritage Foundation, all support the proposal; and

WHEREAS, the City of Willits desires to honor Seabiscuit and the Western Heritage of Willits, enhance Willits as a tourist destination, increase sales tax revenue, and respect the desire of the businesses and individuals located on East Commercial Street to improve their town.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Willits declares that East and West Commercial Street shall be renamed East and West Seabiscuit Parkway respectively, and directs staff to begin the process of notifying the public, and all appropriate County, State, and Federal agencies, changing signage, setting a target date for completion six months from today, and working with the affected public and Visit Mendocino County, Inc., to expedite the process where possible.

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 _____ day of _____, 2011, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

ADRIENNE MOORE, City Clerk



AGENDA SUMMARY REPORT

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

Agenda Title: NOTICED PUBLIC HEARING TO CONDUCT ANNUAL REVIEW OF RATES AND CHARGES FOR VARIOUS CITY SERVICES AND ADOPT A RESOLUTION APPROVING CHANGES IN CERTAIN CITY FEES AND CHARGES, EFFECTIVE JULY 1, 2011

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 30 min.

Summary of Request: Each year as a part of the budget process, the City's rates and fees are reviewed by department heads and proposed changes are provided to the City Council for approval.

Increases are proposed for the Sewer Fund and Water Fund and are summarized, as follows:

- Sewer Fund – the proposed fee increases were a part of the Prop 218 process in October of 2009. These fees were approved by USDA to raise sufficient revenues for operations, maintenance, debt service, and capital improvements in the Sewer Fund.
- Water Fund – the proposed fee increases are below those that were part of the Prop 218 process in October 2008. This increase was included as a funding source in the City's recent \$5.8 million zero interest loan application to the CA Department of Public Health (CDPH). We have received a favorable response from CDPH that the loan application is complete, and that we should be receiving a loan agreement outlining the terms of the financing. This loan will provide much needed funding for capital improvements to the water system and treatment plant. The City's water system is in serious need of significant capital improvements to repair, refurbish, and replace many water infrastructure items.

Recommended Action: 1) Conduct a public hearing and take testimony regarding fees and charges; and 2) Adopt resolution approving changes in certain City fees and charges, effective July 1, 2011.

Alternative(s): Following a public hearing and discussion, adopt a resolution approving changes in certain fees and charges alternative to those recommended by City staff.

Fiscal Impact: All recommended changes are in accordance with staff's analysis of the need to keep pace with costs of providing necessary services and capital improvements, in accordance with law.

Personnel Impact: N/A

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____



CITY OF WILLITS

RATES AND FEES

FISCAL YEAR 2011/2012

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Business License 7

Tobacco License 8

Swimming Pool..... 9

Airport 9

Sewer 10

Water..... 12

RESOLUTION NO. 2011-_____

RESOLUTION OF THE OF THE CITY COUNCIL OF THE CITY OF WILLITS APPROVING CHANGES IN CERTAIN CITY FEES AND CHARGES EFFECTIVE JULY 1, 2011

WHEREAS, the City Council for the City of Willits ("City") hereby finds as follows:

1. Notice of the time and place of this meeting to consider the adoption of this resolution to increase City fees was given as required by Government Code Section 6062(a).

2. This Public Hearing is being held to meet the public hearing requirements of Government Code Section 66018(a).

3. The amount of the fee and service charges set forth in the attached Exhibit A do not exceed the estimated amount required to provide the service for which the fee or service charge is being levied.

4. Unless the recommended increased fee or service charge is approved, the City will not have sufficient funds to provide the service for which the fee or service charge is being levied.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Willits that based upon the information provided to the City Council at the public hearing held on the adoption of this Resolution and upon the above findings of fact, the City Council hereby approves and adopts the attached Fee Schedule, a copy of which is hereby incorporated by reference and attached hereto as Exhibit "A" to be effective July 1, 2011.

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 _____ day of _____, 2011, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

ADRIENNE MOORE
City Clerk

CITY OF WILLITS
 PROPOSED
 RATES AND FEES SCHEDULE
 FISCAL YEAR 2011/12

GENERAL FUND		FY 10/11	FY 11/12
CITY ADMINISTRATION			
Miscellaneous Office Fees - all departments			
	Copy Fee/per page	0.25	0.25
	Copy of Final City Budget	25.00	25.00
	Returned Check Charge/plus bank fee	25.00	25.00
	Plotted Copies/per sheet		
	18" X 26"	4.50	4.50
	24" X 36"	5.00	5.00
	36" X 48"	6.00	6.00
Penalty Assessment			
	Charge on past due balances of all delinquent accounts/per month	1.50%	1.50%
Witness Fees:			
	City personnel to appear in court as a witness on behalf of the City/per hour	75.00	75.00
Preparation of Agreements and Documents			
	Per hour by City Attorney	200.00	200.00
POLICE SERVICE FEES			
	Copies of Reports/per page (Section #6257 Government Code)	0.15	0.15
	Loss Verification Report/per page (Section #6257 Government Code)	0.15	0.15
	Fingerprints - Card only (Section 11122 Penal Code)	12.00	12.00
	Copies of Photos - CD Format (Section #6357 Government Code)	1.00	1.00
	Record Review (Section #13322 Penal Code)	25.00	25.00
	Bicycle License - 3 years (Section #39004 Vehicle Code)	1.00	1.00
Card Dealer Permit			
	Processing Fee	10.00	10.00
Clearance Letter/each			
	Towing Fee/per vehicle towed-stored	65.00	65.00
Parking Citations:			
	Parking in marked Disabled Zone (Properly Posted)	250.00	250.00
	All other parking citations	45.00	45.00
	Administration Fee, Proof of Correction (when cited by other agency)	10.00	10.00
	Vehicle Abandonment	100.00	100.00
Additional processing costs (DMV action etc.) when parking violation penalties are not paid within the 21 day time period specified on the citation.			
	Vehicle storage fee at Willits Police Department/per day	10.00	10.00
MUNICIPAL CODE TRAFFIC VIOLATIONS			
	WMC 10.32.020 A	20.00	20.00
	WMC 10.32.030 A/B	20.00	20.00
	WMC 10.32.050	20.00	20.00
	WMC 10.32.060	23.00	23.00
	WMC 10.32.070	20.00	20.00
	WMC 10.32.090	20.00	20.00
	WMC 10.32.100	20.00	20.00
	WMC 10.32.110	20.00	20.00
	WMC 10.32.120	20.00	20.00
	WMC 10.32.130	20.00	20.00
	WMC 10.32.140	20.00	20.00
	WMC 10.32.150	23.00	23.00
	WMC 10.32.170	20.00	20.00
	WMC 10.72.180	25.00	25.00
Basic Penalty for WMC violations not listed above		20.00	20.00

CITY OF WILLITS
 PROPOSED
 RATES AND FEES SCHEDULE
 FISCAL YEAR 2011/12

GENERAL FUND		FY 10/11	FY 11/12
PLANNING DEPARTMENT			
General Plan Amendment		1,000.00	1,000.00
Zone Change (concurrent with GP Amendment)		250.00	250.00
Zone Change (independent application)		500.00	500.00
Zoning Text Amendment		500.00	500.00
Use Permit			
Categorical Exemption		200.00	200.00
Engineering Review Fee		200.00	200.00
Negative Declaration		600.00	600.00
Engineering Review Fee		400.00	400.00
Use Permit Renewal/Modification		200.00	200.00
Engineering Review Fee		200.00	200.00
Planned Unit Development		500.00	500.00
Engineering Review Fee		600.00	600.00
Annexation			
Initial Fee		1,000.00	1,000.00
Additional Fee per Acre		25.00	25.00
Review of Annexation Petition/per hour by City Attorney		200.00	200.00
Engineering Review Fee		600.00	600.00
Home Occupation Permit		50.00	50.00
Family Day Care Home Permit		75.00	75.00
Zoning Permit		50.00	50.00
Variance		200.00	200.00
Development Agreement		1,000.00	1,000.00
Plus annual review fee established in agreement			
Review of Development Agreement/per hour by City Attorney		200.00	200.00
Engineering Review Fee		200.00	200.00
Development Agreement Modification		500.00	500.00
Review of Modification/per hour by City Attorney		200.00	200.00
Special Planning Commission Meeting			
Initial Fee		500.00	500.00
Additional Fee per Hour		50.00	50.00
Review of Use Permit Conditions/per hour by City Attorney		200.00	200.00
Preparation of Density Bonus Agreement/per hour by City Attorney		200.00	200.00
Sign Permit		50.00	50.00
Floodplain Development Permit		100.00	100.00
Engineering Review Fee		200.00	200.00
Site Plan Review:			
Minor Review (1 unit residential)		50.00	50.00
2 to 4 Units Residential, Commercial, Office or Industrial <2,000 sq. feet		200.00	200.00
Engineering Review Fee		200.00	200.00
Major Review			
5 or More Units Residential, Commercial, Office or Industrial >2,000 sq. feet		400.00	400.00
Engineering Review Fee		600.00	600.00

CITY OF WILLITS
 PROPOSED
 RATES AND FEES SCHEDULE
 FISCAL YEAR 2011/12

GENERAL FUND		FY 10/11	FY 11/12
PLANNING DEPARTMENT (CONTINUED)			
Environmental Review			
	Environmental Assessment	100.00	100.00
	EIR Administration/per hour	45.00	45.00
	Review of Draft & Final EIR/per hour by City Attorney	200.00	200.00
Subdivision Improvements			
	Tentative Parcel Map, 2 to 5 parcels, initial fee	350.00	350.00
	Additional Fee per Parcel	50.00	50.00
	Engineering Review Fee	300.00	300.00
	Final Parcel Map, 2 to 5 parcels, initial fee	150.00	150.00
	Engineering Review Fee	300.00	300.00
	Additional Engineering Review Fee per Parcel	50.00	50.00
	Tentative Subdivision Map (more than 5 parcels)	1,000.00	1,000.00
	Engineering Review Fee	600.00	600.00
	Final Subdivision Map (more than 5 parcels)	750.00	750.00
	Additional Fee per Parcel	50.00	50.00
	Engineering Review Fee	500.00	500.00
	Additional Engineering Review Fee per Parcel	50.00	50.00
	Review of Subdivision Map/per hour by City Attorney	200.00	200.00
	Reversion to Acreage	400.00	400.00
	Engineering Review Fee	300.00	300.00
	Boundary Line Adjustment	150.00	150.00
	Engineering Review Fee	300.00	300.00
	Certificate of Compliance, initial fee	150.00	150.00
	Additional Fee per each parcel additionally recognized	100.00	100.00
	Engineering Review Fee	100.00	100.00
	Extension of Time	100.00	100.00
	Appeal to Planning Commission	200.00	200.00
	Appeal to City Council	200.00	200.00
Note 1:	For any planning application that must be referred to the Northwest Information Center at Sonoma State University for a review of historical or archaeological resources, a fee of \$75.00 made payable to Sonoma State University will be required.		
Note 2:	Unless a fee waiver is granted by the Department of Fish & Game, any planning application approved by the Planning Commission will require the payment of a Fish & Game fee as follows:		
	Negative Declaration & Mitigated Negative Declaration Fee	2,010.25	2,010.25
	EIR Fee	2,768.25	2,768.25
	County Clerk Processing fee	50.00	50.00
Note 3:	A 10% Discount will be given for any Planning and Building permit application made by an independent locally owned business, within the 94590 zip code area, and for any permit application made to facilitate qualified Low & Moderate Income Housing.		

CITY OF WILLITS
 PROPOSED
 RATES AND FEES SCHEDULE
 FISCAL YEAR 2011/12

GENERAL FUND		FY 10/11	FY 11/12
PUBLIC WORKS DEPARTMENT			
Encroachment Permits			
	Application Initiation Fee	75.00	75.00
	Sidewalk, Curb & Gutter (residential)/per parcel	150.00	150.00
	Sidewalk, Curb & Gutter (commercial)/per parcel	250.00	250.00
	Residential Driveway Approach/per parcel	150.00	150.00
	Commercial Driveway or Private Road Approach/per parcel	250.00	250.00
	Excavation Permit (50 feet or less)	250.00	250.00
	Excavation Permit (more than 50 feet)	400.00	400.00
	Additional fee per lineal foot over 100 feet	0.75	0.75
	Pavement Patch	100.00	100.00
	Sidewalk Patch	50.00	50.00
	Utility Company Miscellaneous Permit/per job	250.00	250.00
	Tree Maintenance Permit/per job	120.00	120.00
	Design Work/per hour by City Engineer	70.00	70.00
	Miscellaneous Permit	150.00	150.00
Other Fees			
	Vacation of City Street (for Event)	100.00	100.00
	Vacation of City Street (Other)	150.00	150.00
	Planning Review	100.00	100.00
	Engineering Review	100.00	100.00
	City Attorney Review	200.00	200.00
	Plan Check Fee/per hour by City Engineer	70.00	70.00
	Inspection Fee/per hour by City Engineer	70.00	70.00
	Sign Fee	50.00	50.00
	Working without a Permit - Double Applicable Permit Fee		
Building Fees			
Permits - Pursuant to 1997 Uniform Administrative Code - Tables 3-A through 3-H			
	CA State Building Standards Fee/Per every \$100,000 building	4.00	4.00
	(Valuation as determined by the City of Willits Building Official)		
	Plan Check Fee/65% of Building Permit Cost per 1997 Uniform Building Code		
Note: No fees shall be charged for any building permits required for the installation of energy conservation or water conservation fixtures, appliances or equipment			

CITY OF WILLITS
 PROPOSED
 RATES AND FEES SCHEDULE
 FISCAL YEAR 2011/12

GENERAL FUND		FY 10/11	FY 11/12
CITY FACILITIES			
Community Center Hall			
	Basic Use Fee/per day	225.00	225.00
	Use Fee with alcohol/per day	525.00	525.00
Community Center Hall Non-Profit			
	4 hours or less	25.00	25.00
	4 hours or less with alcohol	50.00	50.00
	All day rental (more than 4 hours)	50.00	50.00
	All day rental (more than 4 hours) with alcohol	100.00	100.00
	Mandatory Bar Deposit (Refundable) all renters/per day	500.00	500.00
	Cleaning & Damage Deposit (Refundable)/per day	300.00	300.00
	Cleaning & Damage Deposit (Refundable) with alcohol/per day	500.00	500.00
Council Chambers			
	Basic Use Fee/per hour	12.00	12.00
	Non Profit/per hour	5.00	5.00
	Cleaning & Damage Deposit (Refundable)/per day	50.00	50.00
City Hall Conference Room			
	Basic Use Fee/per hour	10.00	10.00
	Non-Profit/per hour	6.00	6.00
	Cleaning & Damage Deposit (Refundable)/per day	50.00	50.00
	Staff Member Cleanup after use of any City Facility/per hour	50.00	50.00
Note:	City facilities require Security that must be provided by the Renter for ALL events serving alcohol.		
	The number of Security Guards will depend on the size of your party.		
	100 or less: 1 unarmed guards plus supervisor		
	101 - 200: 2 unarmed guards plus 1 supervisor		
	201 - 300: 3 unarmed guards plus 1 supervisor		
Note:	Certificate of Insurance required for Community Center and Park use. Garbage service to be provided and paid for by the City.		
Baechtel Grove Gym			
	Rental per hour	12.00	12.00

CITY OF WILLITS
 PROPOSED
 RATES AND FEES SCHEDULE
 FISCAL YEAR 2011/12

GENERAL FUND		FY 10/11	FY 11/12
PARK FEES			
Rodeo Grounds			
	Basic Use Fee/per day	125.00	125.00
	Cleaning & Damage Deposit (Refundable)/per day	100.00	100.00
	Cleaning & Damage Deposit with alcohol (Refundable)/per day	400.00	400.00
	Staff Member Cleanup/per hour per person	50.00	50.00
Recreation Grove			
	Includes use of Hut and Stage/per day	125.00	125.00
	Cleaning & Damage Deposit (Refundable)/per day	100.00	100.00
	Cleaning & Damage Deposit with alcohol (Refundable)/per day	400.00	400.00
	Staff Member Cleanup/per hour per person	50.00	50.00
Ball Fields			
	Tournaments & Special Events/per day per field	100.00	100.00
	Cleaning & Damage Deposit (Refundable)/per day	100.00	100.00
	Cleaning & Damage Deposit with alcohol (Refundable)/per day	400.00	400.00
	Staff Member Cleanup/per hour per person	50.00	50.00
Note: Certificate of Insurance required for Community Center and Park use. Garbage service to be provided and paid for by user.			
WILLITS CULTURAL ARTS BUILDING FEES			
Great Room			
	Basic Use Fee/per day (more than 4 hours)	175.00	175.00
	Use Fee with alcohol/per day	450.00	450.00
	4 hours or less/per day	50.00	50.00
Great Room - Non Profit Use			
	Basic Use Fee/per day (more than 4 hours)	150.00	150.00
	Use Fee with alcohol/per day (not to exceed 8 hours)	250.00	250.00
	4 hours or less/per day	50.00	50.00
	4 hours or less with alcohol/per day	200.00	200.00
Great Room - Deposits & Cleaning			
	Cleaning & Damage Deposit (Refundable)/per day	200.00	200.00
	Cleaning & Damage Deposit with alcohol (Refundable)/per day	600.00	600.00
	Staff Member Cleanup/per hour per person	50.00	50.00
Classroom Rental			
	4 hours or less/per day	50.00	50.00
	All day rental/per day	125.00	125.00
Classroom Rental - Non Profit Use			
	4 hours or less/per day	50.00	50.00
	All day rental/per day	100.00	100.00
Classroom - Deposits & Cleaning			
	Cleaning & Damage Deposit (Refundable)	200.00	200.00
	Cleaning & Damage Deposit with alcohol (Refundable)	600.00	600.00
	Staff Member Cleanup/per hour per person	50.00	50.00

CITY OF WILLITS
 PROPOSED
 RATES AND FEES SCHEDULE
 FISCAL YEAR 2011/12

GENERAL FUND		FY 10/11	FY 11/12
SWIMMING POOL FEES			
Open Swim			
	Adults/per day	4.50	4.50
	Children (12 and under)/per day	4.50	4.50
	Season Pass/per 20 swims (Adults and Children)	80.00	80.00
Water Aerobics (Adults 18 and over)/per session			
	Season Pass	195.00	195.00
Adult Lap Swim (18 and over)/per session			
	Season Pass	130.00	130.00
Group Evening/Weekend Use (2 hours includes lifeguards)		260.00	260.00
Swimming Lessons			
	First Child/per two week session	50.00	50.00
	Second Child	43.50	43.50
	Third + each additional child/per child	36.00	36.00
Week Long Summer Camp (1/2 hour per day)/per week		338.00	338.00
Other Camps (1/2 day)/per day		338.00	338.00
AIRPORT FUND			
		FY 10/11	FY 11/12
Hangar Rental			
	Small hangars (900 square feet)/per month	165.00	165.00
	Medium hangars (1,000 square feet)/per month	165.00	165.00
	Large hangars (1,080 square feet)/per month	165.00	165.00
End Storage Lockers/per month		30.00	30.00
Tie Downs/per night		5.00	5.00
Tie Downs/per month		30.00	30.00
Auto Parking Fee/per month		26.00	26.00
Hanger Waiting List Deposit (Refundable)		100.00	100.00
Note: All renters must provide proof of liability insurance in the amount of \$2,000,000			
Coverages must include Liquor Liability, Premises, Bodily Injury, Broad Form			
Property Damage, Products Liability, Personal Injury Liability, Fire Legal Liability			

CITY OF WILLITS
 PROPOSED
 RATES AND FEES SCHEDULE
 FISCAL YEAR 2011/12

SEWER FUND		FY 10/11	FY 11/12
Sewer Connection Fees/per EDU (Equivalent Domestic Unit)		7,840.00	7,840.00
Note:	LAFCO regulations restrict the provision of City services outside of the City limits. Services may be provided only in special circumstances which do not conflict with those regulations.		
Lateral Sewer Installation Charges			
	Deposit (Applied to cost determined by time and materials)	1,000.00	1,000.00
	Inspection Fee	25.00	25.00
Sewer Special Fees			
	Inspection/testing fee	25.00	25.00
	Septage disposal/per load	40.00	40.00
	Additional charge/per gallon	0.12	0.12
	Septage disposal - trucks of 500 gallons or less/per load	20.00	20.00
	Additional charge/per gallon	0.12	0.12
	Leachate/per load	30.00	30.00
	Additional charge/per gallon	0.04	0.04
	Industrial/per load	30.00	30.00
	Additional charge/per gallon	0.04	0.04
	Groundwater cleanup/per gallon	0.003	0.003
	Fats, Oils, & Grease Discharge Permit/per year	60.00	60.00
	Wastewater Discharge Permit/per year	100.00	100.00
	Preparation of Mainline Extension and/or Reimbursement Agreement		
	Per hour by City Attorney	200.00	200.00
	Annual Sewer Charges - Residential		
	Charge per EDU within the City of Willits and Meadowbrook Manor	607.00	665.00 *
	Annual Sewer Charges - Commercial and Industrial		
	Annual Wastewater Flow		
	Non-residential customers shall be billed based on wastewater flow. Wastewater flow for each fiscal year is defined to be total water use for the previous December through March ("winter water use") annualized and reduced by 10 percent to account for water which does not enter the wastewater system.		
	Minimum Charge		
	The minimum annual charge for each commercial/industrial wastewater account is the rate for a single EDU		

CITY OF WILLITS
 PROPOSED
 RATES AND FEES SCHEDULE
 FISCAL YEAR 2011/12

SEWER FUND				
Strength Factors				
	All non-residential customers shall be charged based on the strength of their wastewater, as follows:			
	<u>Low Strength</u> - Wastewater with strength characteristics, in terms of biochemical oxygen demand (BOD) and suspended solids (SS) of less than wastewater discharged by residential customers. Strength factor of 0.8 for rate calculation. Includes institutional, laundromats, carwashes and other low strenght dischargers.			
	<u>Domestic Strength</u> - Wastewater with strength characteristics, in terms of BOD and SS comparable to wastewater discharged by residential customers. Strength factor of 1.0 for rate calculation. Includes most customers such as retail, office, general, hospitals and convalescent homes, medical office, hotels and motels, and mobile home parks.			
	<u>High Strength</u> - Wastewater with strength characteristics, in terms of BOD and SS of more than wastewater discharged by residential customers. Strenght factor of 1.7 for rate calculation. Includes supermarkets, restaurants, bakeries and mortuaries.			
Rate Calculation				
	An amount determined by applying the following rates to the annual wastewater flow for each commercial/industrial account:			
	Low Strength/per hundred cubic feet (hcf)	5.69	6.23	*
	Domestic Strength/per hcf	6.94	7.60	*
	High Strength/per hcf	10.88	11.92	*
Annual Charges - Mixed Use, Non-Residential				
	The annual charge for mixed use, non-residential customers on a single water meter shall be determined by estimating water use by each strength category and developing a blended strength factor for each account. That blended strength factor will then be applied to the domestic strength rate (residential) to determine the annual charge.			
Annual Charges - Commercial on Master Meter				
	The annual charge for commercial customers served by a master meter, all of whom are within the same strength category as described above, shall be based upon winter water use, annualized, and applied to that strength category's rate, with the minimum charge per account (not occupant) of one EDU.			
Annual Charges - Multiple Parcels on One Meter with Non-Residential Uses				
	The annual charge for a parcel served by multiple water meters shall be based upon the sum of winter water usage, annualized, of all meters serving said parcel and applied to the appropriate strength factor.			

CITY OF WILLITS
 PROPOSED
 RATES AND FEES SCHEDULE
 FISCAL YEAR 2011/12

WATER FUND		FY 10/11	FY 11/12
Water Meter - Minimum Charges		Monthly	Monthly
<u>Codes</u>	<u>Meter Size in Inches</u>	<u>Base Rate</u>	<u>Base Rate</u>
A	5/8" & 3/4"	21.00	22.05 *
B - C	3/4"	31.50	33.10 *
D - E	1"	52.50	55.50 *
F - G	1 1/2"	105.10	110.00 *
H - I	2"	168.00	176.00 *
J	3"	336.10	353.00 *
K	4"	472.70	496.00 *
L	6"	1,050.30	1,103.00 *
No water allowance is included with meter monthly base rate.			
Water Department will determine all meter installation locations.			
Water Usage Charges		<u>Per hcf</u>	<u>Per hcf</u>
Tier 1	0 to 3 hundred cubic feet (hcf)	3.00	3.15 *
Tier 2	4 to 10 hcf	5.50	5.80 *
Tier 3	11 to 19 hcf	7.40	7.80 *
Tier 4	20 hcf and greater	9.30	9.80 *
	Non-Residential Quantity Charge/per hcf	5.70	6.00 *
Water Main Extension		1,000.00	1,000.00
Preparation of Mainline Extension Agreements or Amendments thereto			
	Per hour by City Attorney	200.00	200.00
Private Fire Protection Service			
Charges per month			
	<u>Meter Size</u>	<u>Flat Rate</u>	<u>Flat Rate</u>
	Up to 4"	24.00	24.00
	6"	30.00	30.00
	8"	40.00	40.00
	10"	60.00	60.00
Unauthorized use will be charged at the non-residential quantity charge per hcf plus a \$100 fine.			
Water Service Deposits			
	Homeowners	42.00	42.00
	Renters	75.00	75.00
	Small Businesses	75.00	75.00
	Restaurants/Industrial	105.00	105.00
Backflow Device			
If State regulations require a cross connection device, the customer is responsible to purchase, install and maintain the approved backflow device.			
	Annual Testing Fee for Accounts with Backflow Devices	36.00	36.00
	Charged at \$3.00 per month		
	Customer responsible for maintaining devices		
Meter Installation Deposit		1,000.00	1,000.00
	Applied to actual meter installation cost (time and materials)		

CITY OF WILLITS
 PROPOSED
 RATES AND FEES SCHEDULE
 FISCAL YEAR 2011/12

WATER FUND		FY 10/11	FY 11/12
Monthly Meter Maintenance Fee		8.00	9.00 *
For meters that have been installed at the customer's request, and			
not yet activated; and for meters that have been de-activated at the customer's request			
All past due charges must be paid in full before re-activation of service			
No water service can be obtained until a building permit has been issued by the City			
Temporary Construction Meter (installed at fire hydrant)			
Installation fee - Plus time & materials for meter installation		150.00	150.00
Deposit (refundable)		100.00	100.00
Residential - 5/8" meter/per month		21.00	22.05
Plus water usage at Non-residential Quantity Charge/per hcf		5.70	6.00
All services to be install by City staff or City's agent			
Maximum six months service			
Miscellaneous Fees			
Returned Check Charge/plus bank fee		25.00	25.00
Late Charge on Water Payment/after 30 days		10%	10%
Expiration of Application		25.00	25.00
Re-connection Fee		40.00	40.00
Emergency After-Hours Call Out		100.00	100.00
Holidays, weekends, and after 4:00 p.m. on weekdays			
Meter Test Deposit		75.00	75.00
Unauthorized Use of Fire Hydrant		500.00	500.00
Plus \$2.00 per 100 gallons used			
Reinstallation Fee for Meter Removed		100.00	100.00
Requires payment of new Water Service Deposit			
Reconnection of Meter off for over 1 year		100.00	100.00
Intentional Damage to City Locks (plus cost of parts and labor)		150.00	150.00
Misdemeanor - Maximum Fine		300.00	300.00
Downsize Meter Charge (plus time & materials)		100.00	100.00
Truck Fill Station Charges			
Hydrant Permit Fee/per year		50.00	50.00
Access Fee		30.00	30.00
Pin Number Change Fee		25.00	25.00
Key Deposit		25.00	25.00
Reprogram Charge for Non-payment/per gallon		0.00307	0.00307
Water Service Connection Fees			
Capital Improvement Fees			
Single Family Residential - Inside City Limits/per EDU		3,025.00	3,025.00
Plus the actual cost of parts and labor			
Single Family Residential - *Outside City Limits/per EDU		6,025.00	6,025.00
Plus the actual cost of parts and labor			
Each Motel Room, Hotel Room, Campground Space, Laundry Room, Recreation Room, etc.		3,025.00	3,025.00
Commercial Units:			
5/8" Meter		3,025.00	3,025.00
1" Meter		4,525.00	4,525.00
1 1/2" Meter		6,025.00	6,025.00
2" Meter		8,025.00	8,025.00
3" Meter		12,025.00	12,025.00
4" Meter		20,025.00	20,025.00
6" Meter		28,025.00	28,025.00
*Note:	LAFCO regulations restrict the provision of City services outside of the City limits.		
	Services may be provided only in special circumstances which do not conflict with those regulations.		

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT
GENERAL CHECK FORM									
17724	05/05/11	COUNTY OF MENDOCINO	197 DEPOSIT INTO SERAF	76,924.00	511312	11122010		P N H	206.2060.6001.000
17725	05/05/11	WESTAMERICA BANK	4161 PRINCIPAL	3,270.60	511319	52601054		P N H	501.5011.3001.000
17725	05/05/11	WESTAMERICA BANK	4161 INTEREST	1,040.19	511319	52601054		P N H	501.5011.3002.000
				4,310.79	*CHECK TOTAL				
17726	05/09/11	WELLS FARGO FINANCI	4249 PRINCIPAL	1,277.41	511318	7844266698		P N H	501.5013.3001.000
17726	05/09/11	WELLS FARGO FINANCI	4249 INTEREST	191.45	511318	7844266698		P N H	501.5013.3002.000
17726	05/09/11	WELLS FARGO FINANCI	4249 TAX	128.52	511318	7844266698		P N H	501.5013.3010.000
				1,597.38	*CHECK TOTAL				
17727	05/13/11	MENDO-LAKE CREDIT UN	104 DIRECT DEPOSIT	1,750.00	511315	05132011		P N H	690.237
17728	05/13/11	AFLAC	4036 125 PLAN POLICY PREMI	869.90	511311	183346		P N H	690.246
17729	05/13/11	HARTFORD LIFE INSURA	709 DEFERRED COMPENSATI	2,110.00	511314	05132011		P N H	690.236
17730	05/13/11	MENDOCINO CHILD SUPP	1057 CHILD SUPPORT	295.00	511316	05132011		P N H	690.233
17731	05/13/11	FRANCHISE TAX BOARD	695 PAYROLL DEDUCTION	359.51	511313	05132011		P N H	690.233
17732	05/13/11	PERS	256 EMPLOYER CONTRIBUT	19,240.32	511317	0876		P N H	690.229
17732	05/13/11	PERS	256 EMPLOYEE CONTRIBUTI	7,771.74	511317	0876		P N H	690.230
				27,012.06	*CHECK TOTAL				
GENERAL CHECK FORM			TOTAL	115,228.64					

Disbursements Journal

WARRANT DATE VENDOR

DESCRIPTION

AMOUNT

CLAIM

INVOICE

PO#

F 9 S ACCOUNT

REPORT TOTALS:

115,228.64

RECORDS PRINTED - 000013

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT
GENERAL CHECK FORM									
17733	05/13/11	ABLE GENERAL ENGINEE	4611 VAN LANE DRAINAGE	146,212.57	511301	100121		P M W	203.2030.4003.000
17734	05/13/11	ACS	1432 MONTHLY NEW VISION	3,285.34	511190	659675		P N W	100.1003.2041.000
17735	05/13/11	ADAM'S TIRE & AUTO S	225 VEHICLE MAINTENANCE #2	10.00	511177	608755		P M W	100.1022.2044.000
17736	05/13/11	AIRNAV, LLC	4608 AIRNAV AD RENEWAL	133.00	511178	1911207		P N W	500.5001.2101.045
17737	05/13/11	ALPHA ANALYTICAL LAB	7 WATER TESTS	165.00	511181	1040800		P N W	503.5033.2061.015
17737	05/13/11	ALPHA ANALYTICAL LAB	7 WATER TESTS	295.00	511182	1040914		P N W	503.5033.2061.015
17737	05/13/11	ALPHA ANALYTICAL LAB	7 WATER TESTS	90.00	511183	1040979		P N W	503.5033.2061.015
17737	05/13/11	ALPHA ANALYTICAL LAB	7 WATER TESTS	90.00	511184	1041265		P N W	503.5033.2061.015
17737	05/13/11	ALPHA ANALYTICAL LAB	7 WATER TESTS	165.00	511185	1041314		P N W	503.5033.2061.015
17737	05/13/11	ALPHA ANALYTICAL LAB	7 WATER TESTS	90.00	511186	1041465		P N W	503.5033.2061.015
17737	05/13/11	ALPHA ANALYTICAL LAB	7 MONTHLY MONITORING	488.00	511187	1041033		P N W	501.5013.2061.015
17737	05/13/11	ALPHA ANALYTICAL LAB	7 WATER TESTS	238.00	511188	1041034		P N W	501.5013.2061.015
17737	05/13/11	ALPHA ANALYTICAL LAB	7 SEPTAGE STATION MON	1,365.00	511189	1041036		P N W	501.5013.2061.015
				2,986.00	*CHECK TOTAL				
17738	05/13/11	ARAMARK	4443 MATS/RAGS	221.21	511179	37557000		P N W	501.5013.2199.000
17738	05/13/11	ARAMARK	4443 MATS	11.00	511179	37557000		P N W	100.1042.2081.030
17738	05/13/11	ARAMARK	4443 MAT/RAGS/MOPS	237.09	511179	37557000		P N W	100.1016.2199.000
17738	05/13/11	ARAMARK	4443 JUSTICE CENTER RUGS	38.83	511179	37557000		P N W	100.1016.2199.000
				508.13	*CHECK TOTAL				
17739	05/13/11	AT&T	4123 PW CONFERENCE CALLS	6.94	511180	2328356		P N W	100.1040.2015.000
17739	05/13/11	AT&T	4123 POLICE	255.71	511299	2334171		P N W	100.1020.2015.000
17739	05/13/11	AT&T	4123 PUBLIC WORKS	120.27	511299	2334171		P N W	100.1040.2015.000
17739	05/13/11	AT&T	4123 ENGINEERING	120.27	511299	2334171		P N W	100.1042.2015.000
17739	05/13/11	AT&T	4123 POOL	14.74	511299	2334171		P N W	100.1030.2015.000
17739	05/13/11	AT&T	4123 SEWER PLANT	93.77	511299	2334171		P N W	501.5013.2015.000
17739	05/13/11	AT&T	4123 WATER DEPT	66.23	511299	2334171		P N W	503.5030.2015.000
17739	05/13/11	AT&T	4123 AIRPORT	15.53	511299	2334171		P N W	500.5001.2110.000
17739	05/13/11	AT&T	4123 WCAC	30.95	511299	2334171		P N W	600.601
17739	05/13/11	AT&T	4123 4601-2-3 40%	310.85	511299	2334171		P N W	100.1002.2015.000
17739	05/13/11	AT&T	4123 24%	186.50	511299	2334171		P N W	206.2060.2015.000
17739	05/13/11	AT&T	4123 12%	93.25	511299	2334171		P N W	210.2100.2015.000
17739	05/13/11	AT&T	4123 12%	93.25	511299	2334171		P N W	100.1015.2015.000
17739	05/13/11	AT&T	4123 12%	93.25	511299	2334171		P N W	100.1010.2015.000
17739	05/13/11	AT&T	4123 PLANNING 9341 1/3	10.40	511299	2334171		P N W	206.2060.2015.000
17739	05/13/11	AT&T	4123 1/3	10.39	511299	2334171		P N W	100.1010.2015.000
17739	05/13/11	AT&T	4123 1/3	10.39	511299	2334171		P N W	210.2100.2015.000
				1,532.69	*CHECK TOTAL				
17740	05/13/11	BOWERS/JOSH	4239 WEBSITE MAINTENANCE	350.00	511195	APRIL2011		P M W	100.1002.2081.030
17741	05/13/11	BROCKWAY/PATRICK	.08769 WATER DEPOSIT REFUND	5.60	511194	10202830005		P N W	503.111

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT
GENERAL CHECK FORM									
17742	05/13/11	BROOKTRAILS TOWNSHIP	491 AP WATER/SEWER	91.18	511192	CIT0001		P N W	500.5001.2111.000
17743	05/13/11	BYERS/JESSICA	.08767 WATER DEPOSIT REFUND	63.53	511191	10105270002		P N W	503.111
17744	05/13/11	C. OVERAA & CO.	4515 WSDA-WWTP CONSTRU	780,489.00	511206	BILLING 8-APR		P N W	430.4330.4003.000
17745	05/13/11	CALIFORNIA SURVEYING	410 SAFETY VESTS	250.13	511200	596894		P N W	100.1042.2101.045
17746	05/13/11	CAVALLARI/JOANNE	4469 TRAVEL	20.40	511209	LAFCO MEETING		P N W	100.1003.2105.000
17747	05/13/11	CLEARLY MENDOCINO WA	4221 WATER APRIL 2011	62.00	511204	APRIL 2011		P M W	100.1020.2199.000
17748	05/13/11	COAST HARDWARE	31 HARDWARE	31.51	511208	2150		P N W	501.5011.2041.000
17748	05/13/11	COAST HARDWARE	31 HARDWARE	29.33	511208	2150		P N W	100.1050.2101.045
17748	05/13/11	COAST HARDWARE	31 INVESTIGATION SUPPLIES	1.20	511208	2150		P N W	100.1022.2101.031
17748	05/13/11	COAST HARDWARE	31 HARDWARE	306.28	511208	2150		P N W	503.5033.2041.000
				368.32	*CHECK TOTAL				
17749	05/13/11	COAST RANGE DIGITAL	4048 VIDEO COUNCIL MEETING	300.00	511199	11 115		P M W	100.1001.2081.030
17750	05/13/11	COMCAST	4575 CITY HALL INTERNET	99.90	511207	81553005401028		P N W	100.1003.2041.000
17751	05/13/11	COMMERCIAL MAINTENAN	4599 DEGREASER	139.73	511202	49000		P N W	501.5011.2041.000
17752	05/13/11	COMPUTER WORKS OF UK	4230 COMPUTER SUPPORT	372.04	511197	2426		P M W	501.5013.2055.000
17752	05/13/11	COMPUTER WORKS OF UK	4230 COMPUTER SUPPORT	55.86	511197	2426		P M W	100.1040.2081.030
17752	05/13/11	COMPUTER WORKS OF UK	4230 COMPUTER SUPPORT	55.86	511197	2426		P M W	100.1042.2081.030
				483.76	*CHECK TOTAL				
17753	05/13/11	CONVERY/ERIN	.08770 WATER OVERPAYMENT	143.90	511198	10104170004		P N W	503.0503.6600.000
17754	05/13/11	COUNTY OF MENDOCINO	199 EMAIL DISTRICT REPORT	50.00	511239	MEADOWBROOK		P N W	100.1002.2055.000
17755	05/13/11	COUNTY OF MENDOCINO	223 PROPERTY TAX	1,453.47	511196	2 INSTALLMENT		P N W	503.5030.3010.000
17755	05/13/11	COUNTY OF MENDOCINO	223 PROPERTY TAX	433.76	511196	2 INSTALLMENT		P N W	213.2130.3010.000
17755	05/13/11	COUNTY OF MENDOCINO	223 PROPERTY TAX	144.72	511196	2 INSTALLMENT		P N W	100.1045.3010.000
17755	05/13/11	COUNTY OF MENDOCINO	223 PROPERTY TAX	6,991.14	511196	2 INSTALLMENT		P N W	501.5010.3010.000
				9,023.09	*CHECK TOTAL				
17756	05/13/11	COUNTY OF MENDOCINO	4133 MO SVC AGREE APRIL 20	660.00	511205	20114-2		P N W	100.1020.2081.030
17756	05/13/11	COUNTY OF MENDOCINO	4133 HOURLY SUPPORT APRIL20	74.60	511205	20114-2		P N W	100.1020.2081.030
17756	05/13/11	COUNTY OF MENDOCINO	4133 SERVICE CREDIT APRIL20	74.60CR	511205	20114-2		P N W	100.1020.2081.030
				660.00	*CHECK TOTAL				
17757	05/13/11	CURRY'S DISCOUNT INC	4198 OFFICE SUPPLIES	28.65	511201	04312011		P N W	503.5033.2055.000
17757	05/13/11	CURRY'S DISCOUNT INC	4198 OFFICE SUPPLIES	107.28	511201	04312011		P N W	100.1002.2055.000
17757	05/13/11	CURRY'S DISCOUNT INC	4198 OFFICE SUPPLIES	118.03	511201	04312011		P N W	100.1003.2055.000
17757	05/13/11	CURRY'S DISCOUNT INC	4198 SUPPLIES/SUPPORT	92.66	511201	04312011		P N W	100.1040.2055.000
17757	05/13/11	CURRY'S DISCOUNT INC	4198 OTHER DEPT EXPENSE	20.99	511201	04312011		P N W	100.1040.2101.045
17757	05/13/11	CURRY'S DISCOUNT INC	4198 OTHER DEPT EXPENSE	20.99	511201	04312011		P N W	100.1042.2101.045

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT
GENERAL CHECK FORM									
17757	05/13/11	CURRY'S DISCOUNT INC	4198 SUPPLIES/SUPPORT	30.86	511201	04312011		P N W	501.5010.2055.000
17757	05/13/11	CURRY'S DISCOUNT INC	4198 SUPPLIES/SUPPORT	135.11	511201	04312011		P N W	100.1042.2055.000
17757	05/13/11	CURRY'S DISCOUNT INC	4198 OTHER DEPT EXPENSE	5.35	511201	04312011		P N W	100.1041.2101.045
17757	05/13/11	CURRY'S DISCOUNT INC	4198 VAN LANE BINDER	14.28	511201	04312011		P N W	203.2030.4003.000
17757	05/13/11	CURRY'S DISCOUNT INC	4198 DISPATCH CHAIR	443.09	511201	04312011		P N W	100.1021.2199.000
17757	05/13/11	CURRY'S DISCOUNT INC	4198 PAPER	4.46	511201	04312011		P N W	100.1020.2055.000
				1,021.75	*CHECK TOTAL				
17758	05/13/11	DEEP VALLEY SECURITY	40 POLICE ALARM SYS MAY2	200.00	511211	202702		P N W	100.1020.2081.030
17758	05/13/11	DEEP VALLEY SECURITY	40 WATER PLANT ALARM	601.19	511212	202441		P N W	503.5033.2041.000
				801.19	*CHECK TOTAL				
17759	05/13/11	EDWARDS/TAMMY	.08771 WATER DEPOSIT REFUND	75.00	511210	10105986002		P N W	503.111
17760	05/13/11	EEL RIVER FUELS	28 FUEL	4,548.97	511213	65600		P N W	100.125
17761	05/13/11	FISHER WIRELESS	4105 PD RADIO MAINT JUNE	1,266.30	511214	607		P N W	100.1020.2041.000
17762	05/13/11	GRAINGER/W.W.	173 DISC CHECK VALVE	389.79	511216	9518520615		P N W	503.5033.2041.000
17762	05/13/11	GRAINGER/W.W.	173 FIRE EXTINGUISHER SIG	117.02	511217	9526691648		P N W	503.5033.2041.000
17762	05/13/11	GRAINGER/W.W.	173 PW SHOP BAY LIGHTS	165.17	511218	9488924607		P N W	100.1041.2101.045
				671.98	*CHECK TOTAL				
17763	05/13/11	HAINES & COMPANY INC	601 REVERSE DIRECTORY	227.67	511220	300641		P N W	100.1020.2050.000
17764	05/13/11	HARRINGTON/TRACIE	.08773 WATER DEPOSIT REFUND	68.70	511223	10400890001		P N W	503.111
17765	05/13/11	HARRIS & ASSOCIATES,	4605 RR AVE BRIDGE	2,040.00	511221	13395		P N W	208.2080.2101.038
17766	05/13/11	HARRISON/JESSE & LOU	.08772 WATER BILL OVERPAYMEN	475.75	511222	10303060001		P N W	503.0503.6600.000
17767	05/13/11	HOUSE DOCTOR PAINT S	281 PAINT SUPPLIES	35.00	511224	4430		P N W	100.1041.2101.045
17768	05/13/11	INDUSTRIAL EMERGENCY	.08781 HAZWOPER REFRESHER WYA	40.00	511283	TRAINING		P N W	501.5010.2105.000
17768	05/13/11	INDUSTRIAL EMERGENCY	.08781 HAZWOPER REFRESHER ENG	40.00	511283	TRAINING		P N W	501.5010.2105.000
17768	05/13/11	INDUSTRIAL EMERGENCY	.08781 HAZWOPER REFRESHER BOW	40.00	511283	TRAINING		P N W	213.2130.2105.000
				120.00	*CHECK TOTAL				
17769	05/13/11	INTERSTATE BATTERIES	206 BATTERY	89.12	511225	310008538		P N W	501.5011.2101.045
17770	05/13/11	J & M SHEETMETAL	86 MISC MATERIALS	104.40	511227	11162		P N W	201.2011.2101.035
17771	05/13/11	KILLION/FRED	4607 CITY HALL JANITORIAL	800.00	511215	93		P M W	100.1016.2061.020
17772	05/13/11	KUMPULA/KENNETH	.08775 WATER DEPOSIT REFUND	67.10	511228	10400460001		P N W	503.111
17773	05/13/11	LANCE/JAMES H.	4054 LEGAL SERVICES	4,665.00	511229	2806/2807/2808		P M W	100.1004.2081.030
17773	05/13/11	LANCE/JAMES H.	4054 MATRIX INVOICE #4	227.00	511229	2806/2807/2808		P M W	100.1004.2081.030
17773	05/13/11	LANCE/JAMES H.	4054 BROOKTRAILS	880.00	511229	2806/2807/2808		P M W	501.5017.6001.000
17773	05/13/11	LANCE/JAMES H.	4054 RIVER WATCH	6,560.00	511229	2806/2807/2808		P M W	100.1004.2081.030

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT
		GENERAL CHECK FORM		12,332.00		*CHECK TOTAL			
17774	05/13/11	LES SCHWAB TIRES INC	4015 TIRES FOR ATV	594.55	511231	218191		P N W	501.5013.2041.000
17775	05/13/11	LINCOLN REALTY	.08776 WATER OVERPAYMENT	4.62	511230	10204725007		P N W	503.0503.6600.000
17776	05/13/11	LITTLE LAKE AUTO PAR	46 WRENCH/SOCKET SET	63.75	511233	45378		P N W	503.5031.2041.000
17776	05/13/11	LITTLE LAKE AUTO PAR	46 STARTER/CORE DEPOSIT	197.72	511234	46483		P N W	501.5011.2041.000
17776	05/13/11	LITTLE LAKE AUTO PAR	46 CORE DEPOSIT RETURN	66.34CR	511235	46542		P N W	501.5011.2041.000
17776	05/13/11	LITTLE LAKE AUTO PAR	46 LAMP/SHOP TOWELS	26.49	511236	46774		P N W	503.5031.2041.000
17776	05/13/11	LITTLE LAKE AUTO PAR	46 OIL/FILTERS	54.02	511237	48328		P N W	503.5033.2041.000
17776	05/13/11	LITTLE LAKE AUTO PAR	46 MISC.EQUIPMENT PARTS	15.98	511238	48555		P N W	100.1041.2101.045
				291.62		*CHECK TOTAL			
17777	05/13/11	MATTHEW BENDER & CO.	205 UPDATES	335.98	511241	16547616		P N W	100.1006.2050.000
17778	05/13/11	MENDO MILL & LUMBER	101 HARDWARE	25.66	511300	221090		P N W	100.1011.2055.000
17778	05/13/11	MENDO MILL & LUMBER	101 HARDWARE	22.33	511300	221090		P N W	100.1016.2025.000
17778	05/13/11	MENDO MILL & LUMBER	101 HARDWARE	76.18	511300	221090		P N W	100.1041.2101.045
17778	05/13/11	MENDO MILL & LUMBER	101 HARDWARE	24.72	511300	221090		P N W	100.1042.2101.045
17778	05/13/11	MENDO MILL & LUMBER	101 SURVEY SUPPLIES	25.26	511300	221090		P N W	100.1042.2101.045
17778	05/13/11	MENDO MILL & LUMBER	101 TOOLS & MISC PARTS	143.63	511300	221090		P N W	100.1050.2101.045
17778	05/13/11	MENDO MILL & LUMBER	101 HARDWARE	270.91	511300	221090		P N W	100.1097.6001.000
17778	05/13/11	MENDO MILL & LUMBER	101 TOOLS & MISC PARTS	8.46	511300	221090		P N W	200.2003.2101.045
17778	05/13/11	MENDO MILL & LUMBER	101 HARDWARE	13.49	511300	221090		P N W	201.2011.2101.035
17778	05/13/11	MENDO MILL & LUMBER	101 GEN EQUIP/SUPPLIES	29.69	511300	221090		P N W	500.5001.2041.000
17778	05/13/11	MENDO MILL & LUMBER	101 HARDWARE	199.17	511300	221090		P N W	501.5013.2041.000
17778	05/13/11	MENDO MILL & LUMBER	101 HARDWARE	211.17	511300	221090		P N W	503.5031.2041.000
17778	05/13/11	MENDO MILL & LUMBER	101 HARDWARE	65.48	511300	221090		P N W	503.5033.2041.000
				1,116.15		*CHECK TOTAL			
17779	05/13/11	MENDOCINO CONSTRUCTI	4500 RR AVE BRIDGE	4,500.00	511243	PROG PYMT #1		P N W	208.2080.2101.038
17780	05/13/11	MENDOCINO SOLID WAST	322 HAZMOBILE	85.10	511240	5625		P N W	100.1041.2001.003
17781	05/13/11	MOORE/ADRIENNE	4325 CALTRANS MTG REFRESHME	20.50	511244	ZAZAS BAKERY		P N W	100.1001.2199.000
17781	05/13/11	MOORE/ADRIENNE	4325 PARKING FPPC MTG	8.00	511245	CITY OF SACRAM		P N W	100.1001.2105.000
17781	05/13/11	MOORE/ADRIENNE	4325 FUEL CITY CAR FPPC MTG	10.28	511246	CHEVRON		P N W	100.1001.2105.000
17781	05/13/11	MOORE/ADRIENNE	4325 SUPPLIES ADMIN DAY	10.88	511247	DOLLAR TREE		P N W	100.1005.2199.000
17781	05/13/11	MOORE/ADRIENNE	4325 FLOWERS ADMIN DAY	11.95	511248	SAFEWAY		P N W	100.1005.2199.000
17781	05/13/11	MOORE/ADRIENNE	4325 OFFICE SUPPLIES	25.71	511249	COSTCO		P N W	100.1001.2199.000
				87.32		*CHECK TOTAL			
17782	05/13/11	MUNISERVICES	1441 STARS SERVICE 4TH QTR	500.00	511242	24812		P N W	100.1003.2081.030
17783	05/13/11	NELSON/AUBREY	.08777 WATER DEPOSIT REFUND	26.50	511250	10302050009		P N W	503.111
17784	05/13/11	NOR-CAL RECYCLED ROC	4067 CONCRETE	191.40	511251	4115		P N W	201.2011.2101.035

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT
GENERAL CHECK FORM									
17785	05/13/11	ONLINE LABELS	4610 EVIDENCE SHIPPING LABE	15.40	511252	3850755	003432	P N W	100.1022.2101.031
17786	05/13/11	P G & E COMPANY	114 CITY HALL	1,393.10	511296	876761724-7		P N W	100.1016.2110.000
17786	05/13/11	P G & E COMPANY	114 PD RADIO	9.46	511296	876761724-7		P N W	100.1020.2110.000
17786	05/13/11	P G & E COMPANY	114 PUBLIC WORKS	551.09	511296	876761724-7		P N W	100.1040.2110.000
17786	05/13/11	P G & E COMPANY	114 ENGINEERING	51.13	511296	876761724-7		P N W	100.1042.2110.000
17786	05/13/11	P G & E COMPANY	114 PARKS	995.82	511296	876761724-7		P N W	100.1050.2110.000
17786	05/13/11	P G & E COMPANY	114 STREET LIGHTS	4,788.13	511296	876761724-7		P N W	201.2010.2110.000
17786	05/13/11	P G & E COMPANY	114 AIRPORT	377.47	511296	876761724-7		P N W	500.5001.2110.000
17786	05/13/11	P G & E COMPANY	114 SP COLLECTION	41.96	511296	876761724-7		P N W	501.5011.2110.000
17786	05/13/11	P G & E COMPANY	114 SEWER PLANT	11,609.37	511296	876761724-7		P N W	501.5013.2110.000
17786	05/13/11	P G & E COMPANY	114 WATER PLANT	1,239.06	511296	876761724-7		P N W	503.5033.2110.000
				21,056.59	*CHECK TOTAL				
17787	05/13/11	PACE SUPPLY CORP	12 PVC PIPE/CEMENT/PRIME	537.50	511257	21186078		P N W	501.5013.2041.000
17787	05/13/11	PACE SUPPLY CORP	12 WP MAINT SUPPLIES	403.31	511258	21189988-1		P N W	503.5031.2041.000
17787	05/13/11	PACE SUPPLY CORP	12 WP MAINT SUPPLIES	726.30	511259	21189988		P N W	503.5031.2041.000
17787	05/13/11	PACE SUPPLY CORP	12 CLEAN OUT	347.00	511298	21193561		P N W	501.5011.2101.045
				2,014.11	*CHECK TOTAL				
17788	05/13/11	PERPETUAL ENERGY SYS	4254 WP SOLAR	8,829.14	511256	WIL-1104		P N W	503.5033.2110.000
17789	05/13/11	PETERSON	208 MISC SUPPLIES	53.83	511297	PC060096515		P N W	100.1050.2101.045
17790	05/13/11	PRINTING PLUS	127 WCAC POSTCARDS/POSTER	152.25	511253	12904		P M W	600.601
17790	05/13/11	PRINTING PLUS	127 VAN LANE SPEC BOOKS	167.91	511254	12949		P M W	203.2030.4003.000
17790	05/13/11	PRINTING PLUS	127 RR AVE SPEC	114.19	511255	12910		P M W	208.2080.2101.038
				434.35	*CHECK TOTAL				
17791	05/13/11	RAYNER/JANET	4453 WCAC WEBSITE DOMAIN	109.72	511262	GO DADDY		P N W	600.601
17791	05/13/11	RAYNER/JANET	4453 OFFICE SUPPLIES	138.40	511263	STAPLES		P N W	600.601
				248.12	*CHECK TOTAL				
17792	05/13/11	REALTY WORLD	.08779 WATER DEPOSIT REFUND	49.60	511265	10105160003		P N W	503.111
17793	05/13/11	REDWOOD TOXICOLOGY I	291 LAB SCREENING APRIL 20	22.00	511260	193020114		P N W	100.1020.2061.014
17794	05/13/11	REGISTRY OF CHARITAB	4421 PUBLIC FACILITIES CORP	75.00	511266	ANNUAL FILING		P N W	100.1002.2001.002
17795	05/13/11	ROUND TREE GLASS	138 REPAIR TRACTOR DOOR	905.63	511261	50628		P N W	501.5011.2041.000
17796	05/13/11	ROWLAND/LAURA	.08778 WATER DEPOSIT REFUND	75.00	511264	10104150006		P N W	503.111
17797	05/13/11	S AND S SUPPLIES & S	4606 SEWER PLANT SUPPLIES	161.87	511271	S1946612.001		P N W	501.5011.2041.000
17798	05/13/11	SHN CONSULTING	1673 ENG & PROJECT MGMT	50,976.51	511267	74442		P N W	430.4330.2061.012
17798	05/13/11	SHN CONSULTING	1673 W COMM ACCEPTANCE TES	125.00	511269	74355		P N W	202.2020.2101.038
				51,101.51	*CHECK TOTAL				

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT
GENERAL CHECK FORM									
17799	05/13/11	SIERRA CHEMICAL CO.	4330 CHLORINE	1,705.45	511275	215417		P N W	501.5013.2101.034
17799	05/13/11	SIERRA CHEMICAL CO.	4330 OVERCHARGED FUEL SERV	126.20CR	511275	215417		P N W	501.5013.2101.034
17799	05/13/11	SIERRA CHEMICAL CO.	4330 CONTAINER DEPOSIT R	1,000.00CR	511275	215417		P N W	501.5013.2101.034
				579.25	*CHECK TOTAL				
17800	05/13/11	SOLID WASTE OF WILLI	330 REFUSE DUMP	78.86	511273	39279		P N W	100.1041.2101.045
17800	05/13/11	SOLID WASTE OF WILLI	330 REFUSE DUMP	134.20	511274	39304/39308		P N W	100.1041.2101.045
				213.06	*CHECK TOTAL				
17801	05/13/11	SPARETIME SUPPLY INC	124 WEED KILLER	46.21	511270	22701		P N W	503.5033.2045.000
17802	05/13/11	STATE OF CALIFORNIA	191 DAM FEES	16,884.00	511272	1800052729		P N W	503.5030.2001.002
17803	05/13/11	STATE OF CALIFORNIA	843 CUSTODIAN OF RECORDS A	81.00	511268	846920		P N W	100.1020.2199.000
17804	05/13/11	THE DURAN GROUP, INC	.08780 WATER DEPOSIT REFUND	31.50	511277	10402180007		P N W	503.111
17805	05/13/11	TOSHIBA	4263 COPIER LEASE	299.16	511278	176154292		P N W	100.1002.2095.000
17806	05/13/11	TOSHIBA BUSINESS SOL	4242 COPIER USAGE	161.80	511276	8260966		P N W	100.1002.2095.000
17807	05/13/11	UKIAH DAILY JOURNAL	162 NEWSPAPER SUBSCRIPTIO	147.46	511284	2541		P M W	100.1002.2050.000
17808	05/13/11	UTILITY SUPPLY OF AM	3997 WATER PLANT SUPPLIES	22.94	511279	385443		P N W	503.5033.2041.000
17808	05/13/11	UTILITY SUPPLY OF AM	3997 SEWER PLANT SUPPLIES	170.98	511280	390255		P N W	501.5013.2041.000
17808	05/13/11	UTILITY SUPPLY OF AM	3997 SEWER PLANT SUPPLIES	32.35	511281	356143		P N W	501.5013.2041.000
17808	05/13/11	UTILITY SUPPLY OF AM	3997 WATER PLANT SUPPLIES	158.29	511282	383495		P N W	503.5033.2101.034
				384.56	*CHECK TOTAL				
17809	05/13/11	WECO INDUSTRIES LLC	4044 LAMP/SCREWS	243.31	511288	24917-IN		P M W	501.5011.2041.000
17809	05/13/11	WECO INDUSTRIES LLC	4044 CABLE ASSY	273.55	511289	24844-IN		P M W	501.5011.2041.000
				516.86	*CHECK TOTAL				
17810	05/13/11	WEST	4122 LEGAL SERVICES	487.35	511285	822733887		P N W	100.1004.2050.000
17811	05/13/11	WILLITS HIGH SCHOOL	4364 CLEANING DEPOSIT REFU	300.00	511293	DANCE		P N W	600.602
17812	05/13/11	WILLITS KIDS CLUB	3981 PAYROLL DEDUCTION	40.00	511294	05132011		P N W	690.248
17813	05/13/11	WILLITS MOBILE LOCK	4475 OFFICE EXPENSE TRAILER	10.86	511290	2057		P N W	100.1040.2055.000
17814	05/13/11	WILLITS NEWS	179 LEGAL ADVERTISEMENT	61.88	511286	313293		P N W	100.1002.2090.000
17814	05/13/11	WILLITS NEWS	179 ORDINANCE ADVERTISEME	102.91	511295	3965364		P N W	100.1002.2090.000
				164.79	*CHECK TOTAL				
17815	05/13/11	WILLITS POWER	1245 MOWER/MANDREL PULLY	454.15	511291	131844/132232		P M W	503.5033.2041.000
17816	05/13/11	WITZEL/ALLEN	591 RR AVE	106.03	511292	46277/46343		P M W	208.2080.2101.038
17816	05/13/11	WITZEL/ALLEN	591 VAN LANE	146.81	511292	46277/46343		P M W	203.2030.4003.000
				252.84	*CHECK TOTAL				

Disbursements Journal

WARRANT	DATE	VENDOR	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT
		GENERAL CHECK FORM						
		GENERAL CHECK FORM						
			TOTAL	1,085,843.44				

Disbursements Journal

WARRANT DATE VENDOR

DESCRIPTION

AMOUNT

CLAIM

INVOICE

PO#

F 9 S ACCOUNT

REPORT TOTALS:

1,085,843.44

RECORDS PRINTED - 000187



Item No. **4c**
Meeting Date: **May 25, 2011**

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Adrienne Moore, City Clerk/Human Resources Director

Agenda Title: ADOPTION OF RESOLUTION AUTHORIZING WILLITS FRONTIER DAYS PARADE ROUTE FOR JULY 4, 2011 AND DECORATIONS ON PG&E POLES

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

Summary of Request: Frontier Days has requested that the City approve the parade route for their annual parade on July 4th. The parade route will start at East Commercial Street and Highway 101, proceed south on Highway 101 to East Valley, and disband at Madden Lane and East Valley Street. PG&E has been contacted regarding placing the July 4th decorations on their poles.

Recommended Action: Adopt resolution authorizing Willits Frontier Days parade route for July 4, 2011 and decorations on PG&E poles.

Alternative(s): None recommended.

Fiscal Impact: N/A

Personnel Impact: N/A

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

RESOLUTION NO. 2011-_____

RESOLUTION OF THE WILLITS CITY COUNCIL AUTHORIZING FRONTIER DAYS PARADE ROUTE – JULY 4, 2011, AND DECORATIONS ON PG&E POLES

WHEREAS, the Willits Frontier Days Association has applied to the State of California to conduct the annual Frontier Days Parade on State property; and

WHEREAS, said parade will begin at 11:00 a.m., on July 4, 2011, commencing at the City Park at East Commercial Street and Humboldt Street and proceed west on East Commercial Street, south on Highway 101 to East Valley Street, and disband at Madden Lane and East Valley Street; and

WHEREAS, the Frontier Days Parade will require the temporary closure of State Highway Route 101 on July 4, 2011, between Commercial Street and East Valley Street beginning at approximately 9:00 a.m. until approximately 1:00 p.m.; and

WHEREAS, said temporary closure will cause the re-routing of vehicular traffic on Main Street (Highway 101), as follows: Main Street west on Commercial Street to School Street; School Street south to Pine Street; Pine Street east to Coast Street; Coast Street south to West Valley Street; West Valley Street east to Highway 101; northbound traffic to follow same detour route in northerly direction; and

WHEREAS, in order for the parade to be held, Willits Frontier Days Association needs to seek permission from the Willits City Council, pursuant to the Caltrans and California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highway Rights-of-Ways to conduct a parade; and

WHEREAS, Willits Frontier Days Association also requests approval to install Frontier Days decorations on PG&E light poles on Highway 101 from Commercial Street south to the intersection of Highway 20, provided authorization is received from the PG&E Company.

NOW, THEREFORE, BE IT RESOLVED that the Willits City Council approves and consents to the proposed Frontier Days Parade and recommends approval of and consents to the proposed re-routing of traffic onto and over the described city streets upon terms and conditions deemed appropriate and necessary by the State of California, Department of Transportation.

BE IT FURTHER RESOLVED that the Willits City Council does hereby approve the installation of Frontier Days decorations on PG&E Company light poles on Highway 101 from Commercial Street south to the intersection of Highway 20, provided authorization is received from the PG&E Company.

The above and foregoing Resolution was introduced by Councilmember _____ seconded by Councilmember _____, and passed and adopted at a regular meeting of the Willits City Council, held on the 25th day of May, 2011, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

ADRIENNE MOORE
City Clerk



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Joanne Cavallari, Finance Director/City Treasurer

Agenda Title: APPROVAL OF REVISED EXPENDITURE PLAN FOR USE OF PROPOSITION 1B TRANSPORTATION FUNDS

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

Summary of Request: In Fiscal Year 2007/08, the City received \$400,000 in Prop 1B Transportation Funds. On February 27, 2008, the Council approved a Budget amendment allocating this money to four minor projects: Railroad Avenue Bridge (\$185,000); East Valley Bridge (\$120,000); Lanes, Muir, West and East Van (\$55,000) and Sidewalk Program (\$40,000).

In February 2010, the Council amended the Allocation Plan to provide \$207,000 for the West Commercial Street Project, \$153,000 for Railroad Avenue Bridge, and \$40,000 for Sidewalks. The 2010/2011 Budget reflected this plan.

The West Commercial Street Project came in well below budget, and we now anticipate needing only \$109,020. The balance of the project costs have been paid by Caltrans. It does not appear that we will be using the remaining \$36,500 in the Sidewalk allocation, and Railroad Avenue Bridge will not be completed until after the sunset date of June 30, 2011.

In April, the Council approved allocation of Prop 1B money to fund the Van Lane storm drain project. This project is expected to cost a total of \$216,880; \$4,200 for planning and design, and \$212,680 for construction. \$193,435 (90%) of the Van Lane Project costs will be expended before June 30, 2011. The contractor retention will be paid from Fund 202.

As a formality, staff would like to amend the plan on file with the Department of Finance, as follows:

Minor Projects:

West Commercial Street	\$109,020
Van Lane Storm Drains and Paving	<u>\$197,635</u>
Total Minor Projects	\$306,655

General Maintenance: \$ 93,345

The "General Maintenance" category includes such items as Railroad Avenue Bridge design, Central Street design, City-wide paving projects, and sidewalk repairs. Any remaining balance in the Prop 1B money will be applied to the deficit fund balance in the Gas Tax fund.

Recommended Action: Approve revised expenditure plan for use of Proposition 1B Transportation Funds as recommended.

Alternative(s): None recommended.

Fiscal Impact: As stated above.

Personnel Impact: Minimal time for staff to update the plan with the Department of Finance.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Paul Cayler, City Manager

Agenda Title: AUTHORIZE CITY MANAGER TO EXECUTE AGREEMENT WITH TRAFFIC SOLUTIONS, INC., FOR STREET MARKING AND STRIPING

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

Summary of Request: There are a number of streets in the City that need street marking and striping maintenance. The issue of street marking conditions was raised by the Traffic Safety Committee as an issue of concern. The streets identified in greatest need by the Street Crew are: East Hill Road, Baechtel Road, South Street, East Commercial, East Valley, East San Francisco, East Oak, West Mendocino, South Lenore, Pine, Spruce, and North Street. Estimated striping quantities in linear feet were prepared and written estimates were sought from two qualified vendors. The quotations are for 40 mil thermoplastic coating, with prevailing wage and traffic control vehicles. The two quotations are as follows: Traffic Solutions, Inc., at \$18,926, and Apply-A-Line, Inc., at \$23,391. The project is expected to be paid from the remainder of available Prop 1B, with any short fall coming from the Half-Cent Sales Tax Street Maintenance Fund. In addition, the City Manager requests authority from the City Council to adjust final quantities to as much as 25 percent in order to be flexible for additional traffic marking as field conditions may dictate. The target date for project completion is June 15, 2011. It is desired that street striping is improved and looking sharp for the Frontier Days celebration. The final agreement will be based on the City's standard public works agreement.

Recommended Action: Authorize the City Manager to execute the City's standard agreement with Traffic Solutions, Inc., for traffic marking and striping services, in an amount not to exceed \$18,926, with further authorization to increase final pay quantities by 25% based upon the City Manager's direction due to field conditions encountered.

Alternative(s): Return to staff to seek new quotations.

Fiscal Impact: \$18,926. With City Manager authorization to increase quantities by 25%, the total contract amount may range as great as \$23,658.

Personnel Impact: Street Crew personnel will be assigned to oversee contractor's work.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____



Item No. 4f

Meeting Date: May 25, 2011

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Adrienne Moore, City Clerk/Human Resources Director

Agenda Title: ADOPT RESOLUTION AUTHORIZING THE ELIMINATION OF THE POSITION OF WATER CONSERVATION SPECIALIST AND DIRECT STAFF TO ISSUE A NOTICE OF LAYOFF TO THE AFFECTED INCUMBENT

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

Summary of Request: The City created the position of Water Conservation Specialist to fill the performance and conditions of a Sustainable Communities Grant it received from the State of California Pollution Control Financing Authority. The grant was funded over a three-year period, which was originally set to expire on March 3, 2011, however, was extended to June 30, 2011. Funding for the position has been split between the grant and the Redevelopment Agency. Upon the termination of the grant funding, the City will not have the necessary funds available to sustain the position of Water Conservation Specialist.

Pursuant to the City's Personnel Policies and Procedures (Section 8.6.1 – Layoff), “whenever, in the judgment of the City Council, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal”.

Due to current and continuing economic conditions, staff recommends the elimination of the Water Conservation Specialist position, effective July 1, 2011. If approved, staff will initiate layoff procedures and provide proper and formal written notices to the affected incumbent.

Recommended Action: Adopt resolution authorizing the elimination of the position of Water Conservation Specialist and direct staff to issue a notice of layoff to the affected incumbent.

Alternative(s): None recommended.

Fiscal Impact: Cost-savings associated with the elimination of the salary and benefits of the position.

Personnel Impact: Elimination of position tasked with water conservation efforts.

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 THE ELIMINATION OF THE POSITION OF WATER CONSERVATION SPECIALIST

WHEREAS, according to the City of Willits Personnel Policies and Procedures, Section 8.6.1, Layoff – “Whenever, in the judgment of the City Council, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal”; and

WHEREAS, the City created the position of Water Conservation Specialist to fill the performance and conditions of a Sustainable Communities Grant from the State of California Pollution Control Financing Authority; and

WHEREAS, the Grant was funded over a two-year period, which was originally set to expire on March 3, 2011, however, was extended to June 30, 2011; and

WHEREAS, the City does not have the necessary funds available to sustain the position of Water Conservation Specialist after the expiration of the Grant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Willits does hereby determine the economic necessity to abolish the position of Water Conservation Specialist, effective July 1, 2011, and authorizes staff to initiate layoff procedures and the employee holding the position of Water Conservation Specialist be given proper and formal written notices.

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 _____ day of _____, 2011, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

ADRIENNE MOORE, City Clerk



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Paul Cayler, City Manager

Agenda Title: DISCUSSION AND POSSIBLE ACTION TO APPROVE TWO AGREEMENTS WITH MENDOCINO COUNTY HEALTH AND HUMAN SERVICES AGENCY FOR ANIMAL CONTROL SHELTER SERVICES FOR FISCAL YEARS 2010-2011 AND 2011-2012

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

Summary of Request: The City has historically contracted with the County of Mendocino for animal control services. In 2009, the agreement for patrol and shelter services was separated into two agreements. Shelter and care services are provided through the Health and Human Services Agency (HHSA). Animal patrol services are provided by the Sheriff’s Office, for which the City executed a two-year agreement on March 9, 2011, at the same annual cost as the previous three years.

HHSA’s animal shelter and care services include: 1) Sheltering stray animals; 2) Sheltering animals held for legal reasons; 3) Dog license services; 4) Lost and found program; 5) Quarantine of animals suspected of rabies; 5) One low cost rabies clinic; 6) Submittal of annual shelter report; and 7) Disposal of dead animals brought to shelter. The total compensation for animal shelter services in Fiscal Year 2010-2011 is \$17,757; an annual increase of \$957. The total compensation for Fiscal Year 2011-2012 is \$22,879; a two-year increase of \$6,079 for animal sheltering, or an average annual increase of 13.3%. Please find attached copies of the standard animal shelter agreements. City staff attempted to negotiate a cost sharing procedure with HHSA wherein the City would receive a credit for a reasonable portion of animal license revenue from the City of Willits; however, HHSA rejected the City’s proposal. Over a five-year average, the City had 215 animal intakes at the County Animal Shelter, or 6.7% of total facility intakes. The City also participates in a capital cost-sharing agreement for the animal shelter building. This capital sharing cost is set by formula, and equaled \$9,887 in Fiscal Year 2010-2011.

Recommended Action: Approve two agreements with Mendocino County Health and Human Services Agency for animal sheltering services, in amounts not to exceed \$17,757 in Fiscal Year 2011-2012 and \$22,879 for Fiscal Year 2010-2011, and authorize the City Manager to execute same.

Alternative(s): Contract with a qualified non-profit animal sheltering organization; however, for the sheltering expense charged by Mendocino County, it is difficult to anticipate how a non-profit organization could offer all animal shelter services, including dead animal disposal and rabies quarantine services.

Fiscal Impact: The FY 2010-2011 amount is greater than budgeted. Staff has prepared next year’s draft budget (FY 2011-2012) based on HHSA’s higher expense for shelter services. If animal patrol services and animal sheltering are viewed together, then the increased expense for both services from FY 2009-2010 to FY 2011-2012 equals \$6,079, or an annual increase of 7.8%. This increase is due completely to HHSA’s cost increases. City staff appreciates the Mendocino County Sheriff’s Office holding the line on patrol service expense for the past three years at \$22,000 annually.

Personnel Impact: None.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

RECEIVED

MAR 8 0 2011

CITY OF WILLITS

0-\$25,000 Contract#: _____

Org/Object Code: ANUKSHLT

Account String: 82-6242

Budget Unit: 2860

Branch: Community Health Services

COUNTY OF MENDOCINO

AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, 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, COUNTY wishes to extend to the residents of the CITY certain services, which the Mendocino County Health & Human Services Agency (HHS) is equipped, staffed, licensed, and prepared to provide; and

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

WHEREAS, the Mendocino County HHS 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.

Exhibits

Exhibit A	Definition of Services	1 page	Page # 6
Exhibit B	Payment Terms	1 page	Page # 7

NOW, THEREFORE, we agree as follows:

1. The term of this Agreement shall be from July 1, 2010, through June 30, 2011.

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 Seventeen Thousand, Seven Hundred and Fifty Seven Dollars (\$17,757). Payment shall be made in accordance with the schedule set forth on Exhibit "B".

7. AFFIRMATIVE ACTION:

CITY certifies that it is 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, 2011, 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, 2011, 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
Animal Care Services
298 Plant Rd.
Ukiah, Ca. 95482
Attn.: Bliss Fisher

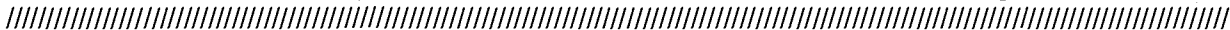
To CONTRACTOR: Paul Cayler, City Manager
111 E. Commercial St.
Willits, Ca. 95490

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.

[END OF GENERAL TERMS AND CONDITIONS]



SIGN
HERE

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 HHSA

CITY OF WILLITS:

[Signature]
Stacey Cryer
HHSA Director
Date: 3/22/11

Business Address:
Paul Cayler, City Manager
111 E. Commercial St.
Willits, CA 95490

Budgeted: Yes No

Date: _____

Budget Unit: 2860

Line Item (Acct String): 86-6242

Org/Object Code: AN

H. James Lance, City Attorney

Grant: Yes No

Grant No.: _____

By: _____

COUNTY OF MENDOCINO

APPROVED AS TO FORM:
Jeanine B. Nadel
County Counsel

ATTEST: City Clerk

By: [Signature]

By: _____

INSURANCE REQUIREMENTS
APPROVAL
Kristin McMenomey
Risk Manager

Date: _____

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: [Signature]

By: [Signature]
Carmel J. Angelo, Chief Executive Officer

Date: 3/22/11

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; 50,001+ Board of Supervisors

Exception to Bid Process Required/Completed Exception #: _____

Fiscal Review:

By: [Signature]
Deputy CEO/Fiscal

**EXHIBIT A
Definition of Services**

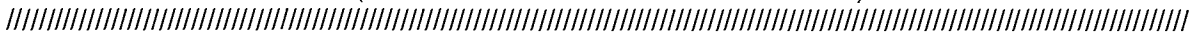
Services delivered by County Animal Care:

1. From July 1, 2010 to June 30, 2011, the County will provide the City of Willits with animal shelter services that would be normal and customary services provided to County residents.

Those services include:

- a. Sheltering of stray and owner surrendered animals.
 - b. Sheltering of animals held for court or legal cases.
 - c. Administration of a dog licensing program.
 - d. Administration of adoption programs.
 - e. Administration of a lost and found program.
 - f. Quarantine of suspected rabies animals.
 - g. Provide for one low cost rabies/licensing clinic within the City limits.
 - h. Disposal of dead animals brought to the shelter.
2. Work schedule of animal care personnel to be established by County. Shelter hours open to the public are currently Tuesdays; 10:00 a.m. to 5:00 p.m., Wednesdays; 10:00 a.m. to 7:00 p.m., Thursdays, Fridays and Saturdays 10:00 a.m. to 5:00 p.m. Animal drop boxes available to law enforcement at all times.
 3. County will submit annual sheltering report to the State.
 4. County services do not include dead animal pick up.

(END OF DEFINITION OF SERVICES)



COUNTY OF MENDOCINO

AGREEMENT

This Agreement is entered into this 5th day of May, 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 County certain services, which the Mendocino County Health & Human Services Agency (HHSA) is equipped, staffed, licensed, and prepared to provide; and

WHEREAS, the Mendocino County HHSA is willing and able to perform duties and render services to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, the Mendocino County HHSA 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.

Exhibits

Exhibit A	Definition of Services	1 page	Page # 6
Exhibit B	Payment Terms	1 page	Page # 7

NOW, THEREFORE, we agree as follows:

1. The term of this Agreement shall be from July 1, 2011, 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 Twenty Two Thousand, Eight Hundred and Seventy Nine Dollars (\$22,879). Payment shall be made in accordance with the schedule set forth on Exhibit "B".

7. AFFIRMATIVE ACTION:

CITY certifies that it is 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, 2011 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
Animal Care Services
298 Plant Rd.
Ukiah, Ca. 95482
Attn.: Bliss Fisher

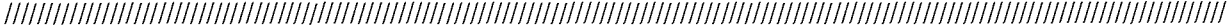
To CONTRACTOR: Paul Cayler, City Manager
111 E. Commercial St.
Willits, Ca. 95490

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.


[END OF GENERAL TERMS AND CONDITIONS]



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 HHSA

CITY OF WILLITS:


Stacey Cryer
HHSA Director
Date: 9/26/11

Business Address:
Paul Cayler, City Manager
111 E. Commercial St.
Willits, Ca. 95490

Date: _____

COUNTY OF MENDOCINO

APPROVED AS TO FORM:
Jeanine B. Nadel
County Counsel

By: _____

H. James Lance, City Attorney

By: _____

INSURANCE REQUIREMENTS
APPROVAL
Kristin McMenomey
Risk Manager

ATTEST: City Clerk

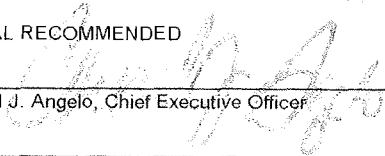
By: _____

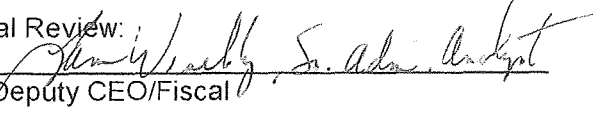
Date: _____

By: Kristin McMenomey

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: 
Carmel J. Angelo, Chief Executive Officer
Date: _____

Fiscal Review:
By: 
Deputy CEO/Fiscal



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Paul Cayler, City Manager

Agenda Title: DISCUSSION AND POSSIBLE ACTION TO APPROVE AGREEMENT WITH SIERRA PACIFIC AVIATION TO PROVIDE AIRPORT FACILITIES MANAGEMENT AT THE WILLITS MUNICIPAL AIRPORT, FOR A TERM THROUGH DECEMBER 31, 2021

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

Summary of Request: On July 14, 2010, the City Council directed City staff to develop a private management agreement with Sierra Pacific Aviation (David Bowen, owner) to provide for the day to day operation and management of the buildings, fuel island, and lighting systems at the Willits Municipal Airport (Ells Field). The retained revenue from hangar rents, existing land leases, and fuel sales shall constitute the sole compensation to Sierra Pacific Aviation by the City. The City's financial analysis indicates that the net revenue to Sierra Pacific Aviation will equal approximately \$23,000 annually.

The management of unimproved land, runways, taxiway, apron, and ramp will continue to be performed by the City. Access to maintenance and capital improvement grants from both the Federal Aviation Administration and California Department of Transportation will remain exclusive to the City. Additionally, the City will be responsible for the maintenance and development of the Airport Improvement Plan required by the FAA and the Capital Improvement Plan required by the California Department of Transportation. This agreement has been reviewed by the Willits Airport Commission and it is their recommendation that the City Council approve the agreement.

Recommended Action: Approve agreement with Sierra Pacific Aviation to provide airport facilities management at the Willits Municipal Airport, for a term through December 31, 2021.

Alternative(s): The airport could continue under City management or the City may pursue additional outside management proposals.

Fiscal Impact: This agreement should limit the need for general fund subsidies to the airport depending on the successful procurement of grants and plans for future capital improvements. The City will continue to support the airport at a cost of approximately \$43,000. City staff believes that substantial savings in overhead and administration can be achieved if the Airport Commission is suspended.

Personnel Impact: This agreement would eliminate staff's concern with the day to day operation of the airport leading to a 60% to 75% reduction in staff time allocated to airport management.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

AIRPORT MANAGEMENT AGREEMENT

This AIRPORT MANAGEMENT AGREEMENT is entered into in the County of Mendocino, State of California, on _____, by and between the City of Willits ("CITY") and Sierra Pacific Aviation ("MANAGER").

WHEREAS, CITY owns and operates the Willits Municipal Airport ("Airport"), commonly known as Ells Field, in the County of Mendocino, City of Willits, State of California; and

WHEREAS, the City Council has requested a proposal from MANAGER for the purpose of providing management services at the Airport; and

WHEREAS, this proposal is submitted by MANAGER to the City Council, City of Willits, State of California; and

WHEREAS, MANAGER is willing and desires to manage the Airport facilities and provide commercial services as specified below, pursuant to the terms herein; and

WHEREAS, the purpose of this agreement is to provide for the private management of airport facilities, as specified below, by MANAGER, as well as providing the commercial services specified below; and

WHEREAS, MANAGER is an Independent Contractor and not an employee of the CITY. MANAGER'S principals and employees are not agents for or employees of the CITY.

MANAGER proposes that the mutual covenants of the agreement would be as follows:

1. **MANAGEMENT OF FACILITIES:** For and in consideration of the mutual covenants contained herein, CITY hereby grants to MANAGER the right to occupy, manage and maintain the existing CITY-owned hangars, ground lease private hangars, administration building, accessory buildings, fuel farm, tie down ramp, access ramps, runway and taxiway lighting systems and controls, precision approach path indicator and controls, security fencing and gates, runway safety areas, segmented circle and wind cones as more particularly described in Exhibit "A", which is a map of the airport. Hereinafter, the MANAGED PREMISES refers to the areas specified on the Exhibit "A" map.
2. **TERM:** The term of this agreement is to commence on _____ and shall terminate on December 31, 2021. This agreement shall be renewable thereafter as mutually agreed upon by CITY and MANAGER.
3. **MANAGER'S RESPONSIBILITIES:** The MANAGER will be responsible for maintaining the day to day operation of the airport facilities for the use and benefit of the public and for providing the commercial services specified below, subject to the CITY'S authority as owner of the Airport and further subject to CITY'S obligations pursuant to federal and state law and contractual commitments to government agencies, including prior FAA and California Department of Transportation, Aeronautical Division Grant Assurances.

MANAGER'S specific obligations shall include the following:

- a. MANAGER will serve as the Airport Facilities Manager, who shall have primary responsibility for the day to day Airport facilities management functions.
- b. MANAGER will be responsible for billing and collecting rental fees for existing hangars, tie-downs and ground lease hangar space at the Airport, and shall retain all revenue derived there from.
- c. MANAGER shall be responsible for inspecting hangars annually to ensure that activities conducted therein are in compliance with Hangar Rental Agreements as well as Ground Lease Agreements, as applicable and do not present a risk to aeronautical or commercial activities at the Airport.
- d. MANAGER may recommend to the CITY that the CITY terminate a Hangar Rental Agreement, Ground Lease Agreement or Tie-Down Rental Agreement for non-payment and/or non compliance with any terms of the applicable Lease or Rental Agreement.
- e. MANAGER may request of the CITY that the CITY amend this agreement or enter into a separate agreement for the purpose of constructing additional aircraft storage hangars and/or shop space.
- f. MANAGER is authorized to permit aircraft owners and operators to store aircraft at the Airport, in available hangars not under an AIRPORT HANGAR RENTAL AGREEMENT and owned by the CITY as well as any available tie-downs. MANAGER shall use a standard form Airport Hangar Rental Agreement, Airport Ground Lease Agreement or Airport Tie-Down Rental Agreement as applicable and approved by the CITY.
- g. MANAGER will facilitate the long term lease of Airport property by coordinating with the prospective lessee and presenting draft agreements to the CITY for negotiation and execution.
- h. MANAGER may provide a place to prepare meals and sleeping quarters in the MANAGED PREMISES as either a temporary pilot resting facility, or flight crew quarters for temporary or full time use.
- i. MANAGER may advertise the Airport in appropriate publications to market managed Airport facilities for rent and property for lease.
- j. MANAGER shall inspect the airport runway at least once each day and report the results of said inspection. These daily reports are to be retained in a log that will be made available to the City upon request. Said log shall be submitted to City quarterly for approval.
- k. MANAGER shall immediately notify CITY in writing of any event or condition at the airport that may present a risk to human health or endanger the environment, including without limitation, any aircraft incident or accident, any fuel spill or release of hazardous material.

- I. MANAGER shall maintain the aircraft fuel tank located at the Airport as a branded fuel supply facility and shall perform all maintenance, testing, documentation and reporting as required by branded fuel supplier, state and federal regulations. MANAGER shall make 100 low lead aircraft fuel, or such substitute as may be mandated by the FAA and Cal EPA, available for sale by means of the existing fuel dispensing system. MANAGER shall ensure that a sufficient volume of aircraft fuel remains available at the Airport at all times as needed to serve Airport tenants and guest users. MANAGER shall ensure that 8,000 gallons of 100 low lead aircraft fuel is available at the airport upon termination of this agreement for any reason.
 - m. MANAGER shall be available from 9:00 a.m. to 5:00 p.m., seven days per week either in person or by telephone. If MANAGER is not available on site during the schedule noted above, they must be capable of responding on site within one hour. MANAGER or MANAGER's designee shall be on site within one hour of notice by phone of any emergency.
 - n. MANAGER shall provide basic pilot and aircraft support services. These services shall include shelter for pilots stranded at the airport. This may include mechanical repairs at the discretion of Manager.
 - o. MANAGER shall have the right to maintain a rental car business at the airport.
 - p. MANAGER will conduct biannual meetings with airport tenants and other interested parties to solicit their input on Airport management issues. MANAGER or MANAGER's authorized representative shall attend all Airport Commission meetings.
 - q. MANAGER shall receive approval by the City Council prior to initiating any commercial or aeronautical services.
 - r. MANAGER shall ensure that all activities or improvements undertaken are in compliance with the Willits Airport Master Plan, the existing Airport Improvement Plan as well as all state and federal regulations.
 - s. MANAGER will comply with any and all Airport Rules and Regulations, as may exist, as of the effective date of this agreement, or promulgated or amended thereafter and all applicable requirements under federal, state, and local law as well as Federal Aviation Administration and California Department of Transportation, Aeronautics Division regulations in carrying out MANAGER'S obligations hereunder.
4. CITY'S RESPONSIBILITIES:
- a. CITY will be responsible for maintaining and repairing the Airport airfield, including runways, taxiways, tie-down areas, and common-use ramp. This maintenance and repair shall include bluff stabilization, weed control, asphalt paving, patching and resurfacing as necessary.
 - b. CITY shall be responsible for ensuring that the Airport airfield, including runways, taxiways, tie-down areas and common use ramp comply with all applicable requirements and standards imposed by the Federal Aviation Administration and

the California Department of Transportation, Aeronautical Division regulating the operation and maintenance of these Airport areas and systems as well as the environmental conditions thereon; provided however, that MANAGER shall assist in satisfying applicable requirements where these responsibilities overlap.

- c. CITY reserves the right to improve the Airport, including without limitation the construction of new facilities and other improvements to runways, taxiways, ramps and lighting systems at the Airport.
 - d. CITY shall be responsible for providing emergency police and firefighting services at the Airport, including but not limited to, suppression of both structure and aircraft fires.
 - e. CITY reserves the right to close the Airport in emergencies and further reserves the right to seek and obtain FAA approval to close the Airport on a temporary basis for special events.
 - f. CITY reserves the right to authorize the lease of Airport property for terms approved by City.
 - g. CITY reserves the right to authorize any individual or business to conduct any commercial or aeronautical activities at the Airport.
 - h. CITY reserves the right to authorize or deny the use of the Airport for any non-aeronautical activity.
 - i. CITY shall ensure that 8,000 gallons of 100 low lead aircraft fuel or such substitute as may be mandated by the FAA and Cal EPA, is available at the Airport upon commencement of this agreement. Alternately, MANAGER and CITY may agree on the volume of fuel in the tank at the point when management functions are turned over to MANAGER and credit the MANAGER'S account for volume less than 8,000 gallons.
5. FINANCIAL OBLIGATIONS OF CITY AND MANAGER:
- a. MANAGER shall be authorized to retain the proceeds derived from the rental or lease of any parcels and structures owned by the CITY and located on Airport property as well as profits derived from the sale of aircraft fuel, and revenues from commercial services provided by MANAGER. This net profit shall constitute full compensation of MANAGER by CITY.
 - b. MANAGER shall be responsible for the cost of maintaining and repairing existing CITY-owned hangars to insure that all doors are working properly, structural integrity is maintained and electrical systems continue to comply with National Electrical Code and Little Lake Fire District requirements. MANAGER shall also maintain the administration building and runway safety areas. MANAGER shall schedule annual hangar inspections by City Building Official and Little Lake Fire Marshall and shall make corrections required by either official in a timely manner but no longer than sixty (60) days.
 - c. MANAGER shall be responsible for the cost of maintaining the aircraft fuel storage tank and self-service fuel dispensing system including annual regulatory

approval by Federal, State, and local agencies as well as the branded fuel supplier.

- d. MANAGER shall maintain the following insurance coverage on the hangars, terminal, administration building and fuel dispensing system:

Liability Coverage	Each Occurrence
Bodily Injury Liability	\$10,000,000
Property Damage Liability	\$10,000,000
Single Limit Bodily Injury and Property Damage	\$ 5,000,000
Ground Hangar Keeper's Liability	\$ 5,000,000

- e. MANAGER shall be responsible for the utility costs associated with the operation of the Airport airfield runway and navigation lighting systems.
- f. MANAGER shall be responsible for the cost of operation of all facilities controlled by MANAGER including all utilities.

6. INSURANCE: Under the term of this Agreement, MANAGER shall obtain and keep in full force and effect a commercial, general liability of at least \$10,000,000 combined limit for bodily injury and property damage; provided the City is to be named additional insured under the policies and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by and facilities managed by MANAGER and his/her subcontractors and employees. MANAGER agrees to indemnify and hold the City harmless for any acts of negligence resulting from its' management and commercial activities at the Airport.

7. INSPECTION: The CITY shall have the right to enter upon the facilities controlled by MANAGER at all reasonable times to inspect the facilities and MANAGER'S operation thereon.

8. TERMINATION PRIOR TO EXPIRATION OF THIS AGREEMENT:

- a. CITY shall have the right to terminate this Agreement, in whole or in part, on the occurrence of any of the following events:
 - i. Insolvency or bankruptcy of MANAGER or CITY.
 - ii. MANAGER'S material breach of any of the terms, conditions, or obligations as defined by this Agreement.
 - iii. The abandonment of the facilities controlled by MANAGER.
- b. MANAGER shall have the right to terminate this Agreement on the occurrence of any of the following events:
 - i. Upon material breach or failure by CITY to uphold or comply with any of the terms, covenants and conditions to which it is obligated to perform under this Agreement.
 - ii. MANAGER shall have the right to terminate this Agreement upon ninety (90) days written notice.

CITY OF WILLITS:

SIERRA PACIFIC AVIATION:

Paul Cayler, City Manager

David Bowen, Owner

ATTEST:

Adrienne Moore, City Clerk

Tax I.D. Number

APPROVED AS TO FORM:

Jim Lance, City Attorney



Item No. 9b(1)

Meeting Date: May 25, 2011

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Alan Falleri, Community Development Director

Agenda Title: DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION PROHIBITING DEVELOPMENT IN AREAS OF SPECIAL FLOOD HAZARD UNTIL REVISED FLOODPLAIN REGULATIONS ARE ADOPTED AND ACCEPTED BY FEMA

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

Summary of Request: As a condition of eligibility for flood insurance pursuant to the National Flood Insurance Act of 1968, communities must adopt and maintain floodplain management regulations consistent with the requirements of the National Flood Insurance Program (NFIP) as administered by the Federal Emergency Management Agency (FEMA). In response to this requirement, the City adopted Chapters 17.38 (Floodway Combining Zone) and 17.40 (Floodplain Combining Zone) of Title 17 (Zoning Ordinance) of the Willits Municipal Code. These code sections regulate development within areas of special flood hazard as identified on the Flood Insurance Rate Map (FIRM), Community Panel Number 060187-0001-C, revised September 30, 1988 and published by FEMA. Because of recent changes in the NFIP regulations, including a new digital version of the FIRM, portions of the City Floodway and Floodplain ordinances are out of date and the City has received notice from FEMA that, unless the City adopts revised regulations and the revised FIRM by June 2, 2011, the City will be suspended from participation in the NFIP (not eligible for flood insurance). Unfortunately, I have not been able to complete the ordinance revisions within the timeframe required by FEMA; however, FEMA representatives have recognized the staff limitations of small rural jurisdictions and offered an interim solution. FEMA will not suspend the City from the NFIP if the City adopts a resolution prohibiting development within the flood hazard areas identified on the FIRM until revised regulations and the revised digital FIRM have been adopted by the City and accepted by FEMA. I have prepared such a resolution and offer it for the Council's consideration. I think this is a reasonable approach that will not significantly affect development in Willits given that there has been very little development within the City in recent months and development in flood hazard areas has been very limited historically. I do not anticipate any development applications within flood hazard areas within the few months that it should take to complete the necessary ordinance amendments.

Recommended Action: Adopt Resolution prohibiting development within the flood hazard areas identified on the FIRM until revised regulations and the revised digital FIRM have been adopted by the City and accepted by FEMA.

Alternative(s): None recommended (failure to adopt the resolution or similar prohibition on development in areas of special flood hazard would result in suspension from the NFIP).

Fiscal Impact: No fiscal impacts are directly associated with the adoption of the recommended resolution. The costs associated with preparing the required ordinance amendments including staff time, legal notice, and City Council hearing are typical of costs of zoning ordinance amendments which are anticipated to average \$500.00.

Personnel Impact: Typical of ordinance amendments, the Community Development Director will be responsible for preparing the draft ordinances, public notices, and staff report to the City Council. City department heads will participate in a TAC review of the draft ordinances. The City Clerk and City Manager will be involved in reviewing the agenda packet and setting the item for the City Council agenda, and the draft ordinances will eventually come to the City Council for review and adoption.

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 CITY OF WILLITS PROHIBITING DEVELOPMENT IN AREAS OF SPECIAL FLOOD HAZARD UNTIL REVISED FLOODPLAIN REGULATIONS ARE ADOPTED BY THE CITY OF WILLITS AND ACCEPTED BY FEMA

WHEREAS, the National Flood Insurance Act of 1968 requires communities to enact regulations to control development within areas of special flood hazard as a condition of eligibility for the National Flood Insurance Program (NFIP); and

WHEREAS, the City of Willits ("City") has adopted ordinances which regulate development within areas of special flood hazard and which are included in Chapters 17.38 (Floodway Combining Zone) and 17.40 (Floodplain Combining Zone) within Title 17 of the Willits Municipal Code; and

WHEREAS, areas of special flood hazard within the City are identified on Flood Insurance Rate Map (FIRM), Community Panel Number 060187-0001-C, revised September 30, 1988, published by the Federal Emergency Management Agency (FEMA); and

WHEREAS, recent changes in the NFIP regulations, including a new digital version of the FIRM, have resulted in portions of the City Floodway and Floodplain ordinances becoming out of compliance with the revised NFIP regulations; and

WHEREAS, and the City has received notice from FEMA that, unless the City adopts revised regulations and the revised FIRM by June 2, 2011, the City will be suspended from participation in the NFIP; and

WHEREAS, City staff has not been able to complete the necessary ordinance revisions within a schedule that will meet the June 2, 2011, deadline established by FEMA; and

WHEREAS, FEMA representatives have recommended an interim solution to avoid suspension from the NFIP whereby the City would prohibit new development within areas of special flood hazard until the new digital FIRM and revised floodplain regulations are adopted by the City and accepted by FEMA.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Willits makes the following findings and determinations:

1. The City Council expresses its interest in continuing its participation in the NFIP and avoiding suspension from the Program.
2. The City Council finds that properties and development potential in the City of Willits will not be significantly adversely affected by the proposed resolution.
3. The City Council directs that no permits for development in areas of special flood hazard within the City of Willits shall be issued by the City until the new digital FIRM and revised floodplain regulations are adopted by the City and accepted by FEMA.

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 _____ day of _____, 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. 9d(1)

Meeting Date: May 25, 2011

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Paul Cayler, City Manager

Agenda Title: DISCUSSION AND POSSIBLE ACTION TO APPROVE CONSTRUCTION CONTRACT CHANGE ORDER NO. 1 WITH MENDOCINO CONSTRUCTION SERVICES, IN THE AMOUNT OF \$37,120.50, FOR ADDITIONAL WATER LINE WORK RELATED TO THE RAILROAD AVENUE BRIDGE PROJECT

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

Summary of Request: On February 23, 2011, Council awarded to Mendocino Construction Services (MCS) the Construction Contract for the Railroad Avenue Bridge Replacement Project, Contract No. 2010-03, for the Not to Exceed amount of \$629,894. At such time, Council also authorized the City Manager to approve Construction Change Orders up to 10% of the total contract price.

After the contract was awarded to MCS, it was determined that there was additional water line work that would need to take place. The cost for this additional work is \$37,120.50. The additional water line work was not included in the original bid and because the associated cost consumes approximately 1/2 of the City Managers cumulative approval limits, Staff is requesting that the City Council approve Construction Contract Change Order No. 1, with Mendocino Construction Services. Attached for Council review is the proposed change order and all applicable supporting documentation.

Recommended Action: Approve Construction Contract Change Order No. 1 with Mendocino Construction Services, in the amount of \$37,120.50, for Additional Water Line Work Related to the Railroad Avenue Bridge Project.

Alternative(s): None recommended.

Fiscal Impact: The City is receiving funding from Caltrans in the amount of \$638,703; however, water line work is considered a "non participating" expense. The original contract amount of \$629,894, included \$77,967 for water line work. With the addition of this change order, the water line expense totals \$115,087.50. Funding for the water line work will be budgeted in FY 2011/12 through an \$80,000 transfer from Redevelopment and a \$35,087 transfer from the Water Capital Improvement Fund.

Personnel Impact:

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____



CONTRACT CHANGE ORDER NO. 00001

To: **Brett McPhaul**
Mendocino Construction Services, Inc
500 Cropley Lane
Willits, CA 95490

Date: **May 17, 2011**

Reference Spec. Section:

Subject: Add'l Water Line Work + Potholing

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract. All new work herein described shall be done in accordance with the applicable provisions of the plans and specifications, except as modified by this contract change order. **NOTE: This change order is not effective until approved by the Owner, or until an authorized Field Directive is executed.**

DESCRIPTION OF CHANGE/REASON FOR CHANGE:

Contractor has been requested to perform the following extra work by the City of Willits:

Part 1 - Perform potholing as directed by the City Engineer for the purpose of locating existing municipal water infrastructure in the vicinity of the RR Ave Bridge site.

Part 2 - Make the following changes/additions to existing municipal water infrastructure in the vicinity of the RR Ave Bridge site. As directed by the City Engineer, furnish and install water lines, tee-fittings, valves, fire hydrants, water service lines, elbow fittings and end caps as quoted in MCS memo to City dated March 7, 2011. Work shall involve tie-ins to existing City water lines, replacement of existing water services, and installations as shown on attached markups of Project Plan Sheets C-2 and C-3. Except where otherwise specified by MCS memo cited herein, materials provided by the Contractor shall be equal in type and quality to those supplied for the overall Project.

See attached itemized cost breakdown for Parts 1 and 2 of this change order. No additional contract time is authorized for this change order.

COST OF CHANGE: \$37,120.50

CONTRACT TIME ADJUSTMENT:

This change order constitutes full and complete compensation for all labor, equipment, materials, overhead, profit any and all indirect costs, and time adjustment to perform the above described change. All other costs are non-compensable.

Recommended By:

Date:

Accepted By:

Date:

City of Willits

City of Willits

Harris & Associates

Mendocino Construction Services, Inc

File No.: 101-0577.01

Issue File:

CONTRACT CHANGE ORDER CCO-01
Cost Breakdown

PART 1 - POTHOLING

ITEM	QTY	UNIT COST	HOURS	TOTAL COST
Vactor truck (operated)	1	\$135.00	12	\$1,620.00
Pickup truck	1	\$20.00	12	\$240.00
Air compressor	1	\$25.00	12	\$300.00
Backhoe (bare)	1	\$45.00	12	\$540.00
Foreman/operator	1	\$75.00	12	\$900.00
Laborer	1	\$60.00	12	\$720.00
Class 2 baserock backfill mat'l (yd^3)	5	\$30.00	n/a	\$150.00
Coldmix asphalt concrete (tons)	2.5	\$135.00	n/a	\$337.50
subtotal for Part 1				\$4,807.50

PART 2 - WATER LINE CHANGES

ITEM	QTY	UNIT COST	HOURS	TOTAL COST
6" pvc water line (LF)	162	\$64.00	n/a	\$10,368.00
12" x 6" water line tee fittings (EA)	2	\$1,155.00	n/a	\$2,310.00
6" gate valves (EA)	2	\$840.00	n/a	\$1,680.00
Fire hydrant, Jones model J-4060 (EA)	1	\$3,780.00	n/a	\$3,780.00
6" x 22-1/2 degree elbow fitting (EA)	1	\$630.00	n/a	\$630.00
2" water service assembly (EA)	1	\$3,570.00	n/a	\$3,570.00
1" water service assembly (EA)	2	\$1,785.00	n/a	\$3,570.00
6" end cap and tie-in (EA)	1	\$3,150.00	n/a	\$3,150.00
12" x 45 degree elbow fitting (EA)	2	\$840.00	n/a	\$1,680.00
12" tee fitting with blind flange (EA)	1	\$1,575.00	n/a	\$1,575.00
subtotal for Part 2				\$32,313.00

TOTAL FOR CHANGE ORDER CCO-01	\$37,120.50
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MENDOCINO CONSTRUCTION SERVICES, INC.
P.O. Box 1517, Willits, California 95490
Con. Lic. #443396 (707) 459-2377

March 7, 2011

Mr. Tom Mannatt
City Engineer
City of Willits
380 E Commercial
Willits, CA 95490

Re: Railroad Avenue Rehab Project
Contract No. 2010-03
Additional Water Line Work

Dear Tom:

Here is the pricing for the additional water line work based on the red lined drawings that we received from you last week.

✓ 6" PVC Water Line	162 LF @ 64.00	\$10,368.00
✓ 12 X 6 Tees	2 EA @ 1155.00	\$2,310.00
✓ 6" Gate Valves	2 EA @ 840.00	\$1,680.00
✓ Fire Hydrant	1 EA @ 3780.00	\$3,780.00
✓ 6" 22 ½ Deg Elbow	1 EA @ 630.00	\$630.00
✓ 2" Water Service	1 EA @ 3570.00	\$3,570.00
✓ 1" Water Service	2 EA @ 1785.00	\$3,570.00
✓ 6" End Cap & Tie-in	1 EA @ 3150.00	\$3,150.00
✓ 12" 45 Deg Elbow	2 EA @ 840.00	\$1,680.00
✓ 12" Tee w/BF	1 EA @ 1575.00	\$1,575.00

The above quantities are an estimated based on the plans; final pay quantities to be determined in the field upon completion of work.

Please give me a call if you have any questions or need any additional information.

Sincerely,

Bret McPhaul
Project Manager



MENDOCINO CONSTRUCTION SERVICES, INC.
P.O. Box 1517, Willits, California 95490
Con. Lic. #443396 (707) 459-2377

April 4, 2011

Mr. Bill Dash
Harris & Associates
1401 Willow Pass Road, Suite 500
Concord, CA 94520

Re: Railroad Avenue Bridge
Contract No. 2010-03
Potholing

Dear Bill:

Here are the hourly rates for various pieces of equipment and manpower that will be used during the potholing of the waterline and sewer lines. It would safe to assume that this work should not take more than one day to complete.

✓ Vector Truck (Operated)	\$135.00/HR
✓ Pickup	\$20.00/HR
✓ Air Compressor	\$25.00/HR
✓ Backhoe (Bare)	\$45.00/HR
✓ Foreman/Operator	\$75.00/HR
✓ Laborer	\$60.00/HR
✓ C2 Base Backfill	\$30.00/CY
✓ Cold Mix AC	\$135.00/Ton

Please give me a call if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink that reads "Bret W. McPhaul". The signature is written in a cursive, flowing style.

Bret W. McPhaul
Project Manager



Item No. 9d(2)

Meeting Date: May 25, 2011

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Paul Cayler, City Manager

Agenda Title: DISCUSSION AND POSSIBLE ACTION TO APPROVE AN AWARD OF CONTRACT TO MENDOCINO CONSTRUCTION SERVICES TO CONSTRUCT ADA RAMPS AND SIDEWALK ON NORTH STREET

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 5 min.

Summary of Request: During the last Council meeting, a contract change order to repave North Street was approved. This work was necessary due to road surface failure. State regulations require cities to upgrade ADA ramps as part of road improvement projects. To comply with this requirement, staff recommends upgrading the ADA ramps on the north side of the intersection of West Mendocino and North Street and completing the sidewalk between West Van Lane and West Mendocino on the east side of North Street. This project area is also part of the Safe Routes to School program and furthers the City's pedestrian plan. Mendocino Construction Services (MCS) has submitted a proposal to complete the work for \$24,889. The design plan and proposal are attached for Council review.

Recommended Action: Approve an award of contract with Mendocino Construction Services, in an amount not to exceed \$24,889, to construct ADA ramps and sidewalk on North Street.

Alternative(s): None.

Fiscal Impact: In Fiscal Year 2010-2011, funds were budgeted in 206-2060-2101-038 for ADA compliant sidewalk projects. To date, \$852 of the total budget (\$25,000) has been spent. The goal is to complete the project within this fiscal year and spend the remainder of these funds.

Personnel Impact: Some staff time will be necessary to do construction staking, inspections, and process contract paperwork.

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

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

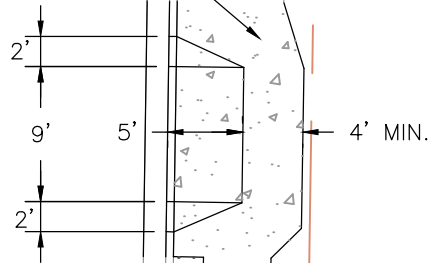


NOT TO SCALE

ESTIMATED QUANTITIES:

4" SIDEWALK	- 345 SF
6" DRIVEWAY	- 120 SF
ADA RAMP	- 280 SF
18" CURB & GUTTER	- 75 LF

NEW DRIVEWAY APPROACH PER CITY STD.



NORTH ST.

CONFORM

EXIST. CURB & GUTTER TO REMAIN

NEW SIDEWALK PER CITY STD.

CONFORM

4' MIN

CONFORM

4.5'

4.5'

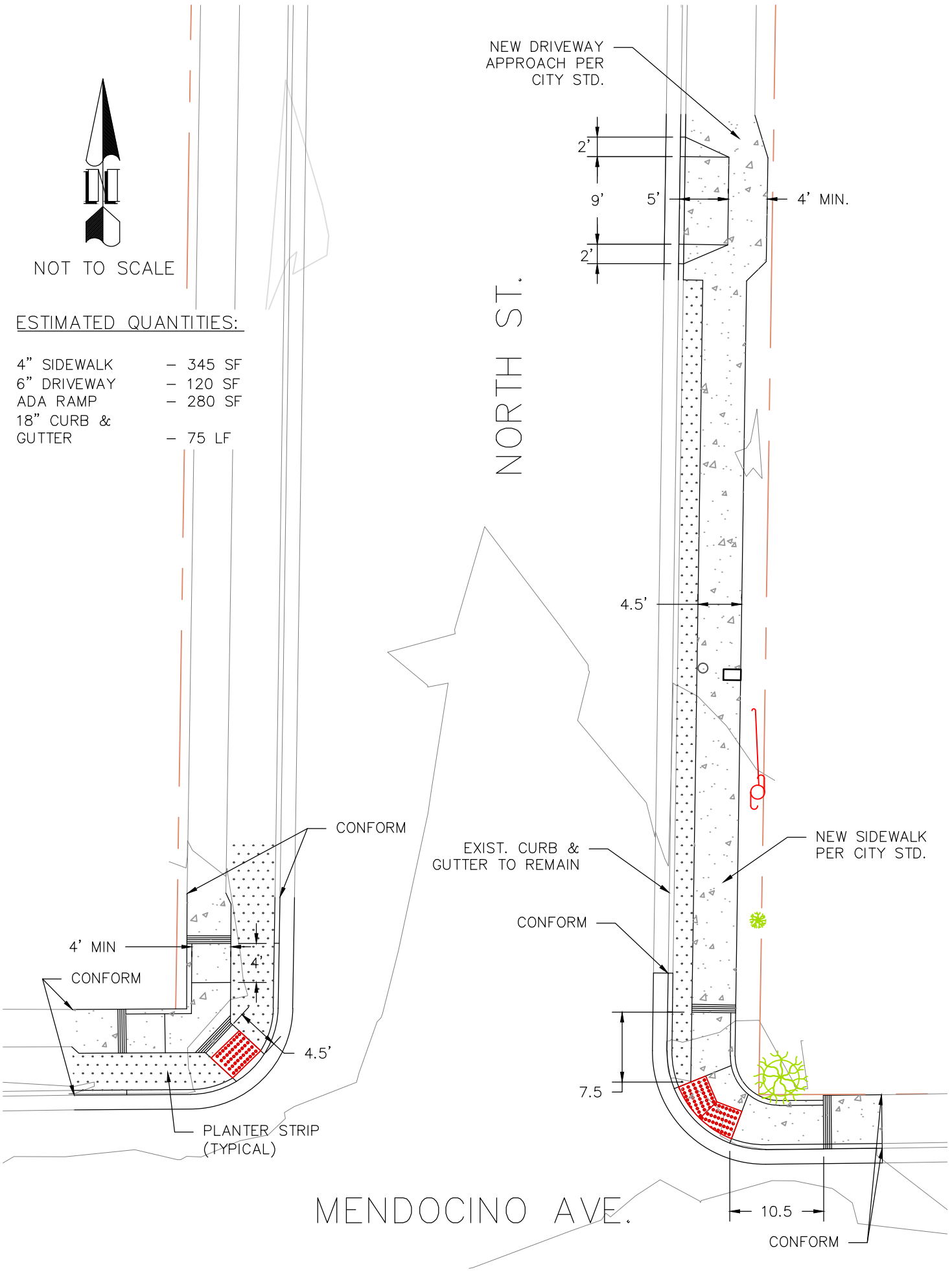
7.5'

PLANTER STRIP (TYPICAL)

MENDOCINO AVE.

10.5'

CONFORM





MENDOCINO CONSTRUCTION SERVICES, INC.
 P.O. Box 1517, Willits, California 95490
 Con. Lic. #443396 (707) 459-2377

PROPOSAL AND ACCEPTANCE

NAME <i>City of Willits</i>	PHONE <i>459-4605</i>	DATE <i>May 16, 2011</i>
STREET <i>380 E Commercial Street</i>	JOB NAME <i>North Street/Mendocino Ave Handicap Ramps</i>	
CITY, STATE, AND ZIP CODE <i>Willits, CA 95490</i>	C.O. NUMBER	CONTRACT NUMBER
OWNER NAME	SUPERVISOR NAME <i>Jeremy Ronco</i>	JOB PHONE

We hereby submit specifications and estimates for:

Construct the concrete improvements as per the attached drawing and City of Willits Standards. Work is based on the quantities listed on attached drawing.

Construct Improvements per attached drawing LUMP SUM \$24,889.00

Excludes: Fees, permits, bonds, testing, construction staking, relocating or adjusting existing utilities to grade

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Twenty four thousand eight hundred eighty nine and 00/100 ##### dollars (\$ 24,889.00)

Payment to be made as follows:

Upon Completion of Work

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. In the event payment is not made within the terms as specified herein, it is understood interest will be charged at the rate of 1-1/2% per month on the unpaid amount. In the event that legal action must be taken to enforce collection of any part of the amount due including extras, owner agrees to pay reasonable attorney fees in addition to all sums due hereunder.


Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 20 days

Date of Acceptance _____

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

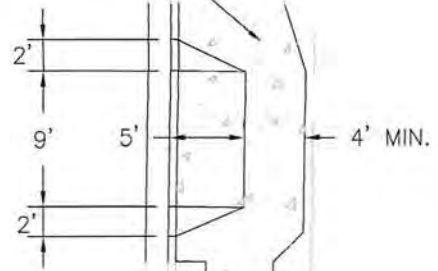


NOT TO SCALE

ESTIMATED QUANTITIES:

4" SIDEWALK	-	345 SF
6" DRIVEWAY	-	120 SF
ADA RAMP	-	280 SF
18" CURB & GUTTER	-	75 LF

NEW DRIVEWAY
APPROACH PER
CITY STD.



NORTH ST.

4.5'

CONFORM
EXIST. CURB & GUTTER TO REMAIN
NEW SIDEWALK PER CITY STD.

CONFORM

4' MIN

CONFORM

4.5'

PLANTER STRIP
(TYPICAL)

7.5'

MENDOCINO AVE.

10.5'

CONFORM