REGULAR MEETING AGENDA
Fortuna City Council
Monday, January 18, 2016 at 6:00 P.M.
621 11th Street at Fortuna City Hall

We May Disagree, But We Will Be Respectful of One Another
All Comments Will Be Directed to the Issue at Hand, and Addressed to the City Council
Personal Attacks are Unacceptable

The City Council May Take Action on any Item on this Agenda.

I. CALL TO ORDER / FLAG SALUTE / ROLL CALL 6:00 PM

<table>
<thead>
<tr>
<th>Council</th>
<th>Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council Member Tiara Brown</td>
<td>City Manager Regan Candelario</td>
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<tr>
<td>Council Member Linda Gardner</td>
<td>City Attorney Dave Tranberg</td>
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<tr>
<td>Council Member Douglas Strehl</td>
<td>City Clerk/HR Manager Linda McGill</td>
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<tr>
<td>Mayor Pro Tem Tami Trent</td>
<td>Finance Director Marie Essig</td>
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<td>Mayor Sue Long</td>
<td>City Engineer/Public Works Director Merritt Perry</td>
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<td>Police Chief Bill Dobberstein</td>
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<td>Deputy Director of Community Development Liz Shorey</td>
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<td></td>
<td>General Services Superintendent Mike Johnson</td>
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<td></td>
<td>Deputy Director of Public Works Kevin Carter</td>
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<td></td>
<td>Conference Center Manager Joanna Miranda</td>
</tr>
</tbody>
</table>

II. ORAL COMMENTS FROM THE PUBLIC
Members of the Public may be heard on any item of interest not on the Public Meeting Agenda. Speakers addressing the Council will be limited to 3 minutes per speaker. Comments concerning the Consent Calendar may be heard at this time. Be advised that, by law, the City Council can only deliberate or take action on items that are included on the agenda.

III. CONSENT CALENDAR
These matters are routine in nature and are usually approved by a single vote. Any member of the Council may pull a particular item for further discussion.

1. City Council Minutes – January 4, 2016 (Regular Meeting)
11. Consider approval of Budget Adjustment for Additional Funding for Planning Commission Televised Meetings
12. Authorization to Destroy Files; Resolution 2016-03.

IV. BUSINESS
A. Approve a Memorandum of Understanding (MOU) between the County of Humboldt and the City of Fortuna to provide Housing Program Services. Resolution 2016-01

B. Public Hearing: Approve Use of Community Development Block Grant (CDBG) Program Income Funds for Removal of Architectural Barriers for Improved Access to Fortuna City Hall; Resolution 2016-02

C. Approve Revisions to Fiscal Year 2015/16 Annual Operating Budget
D. Authorization to Award Construction Contract for the Rohner Creek Flood Control, Seismic and Habitat Improvements Project for professional vegetation clearing to Figas Construction

E. Authorization to Award Plant Propagation Contract for the Rohner Creek Flood Control, Seismic and Habitat Improvements Project to Samara Restoration

F. Designation of City Manager as the Authorized Representative for the Clean Water State Revolving Fund Planning and Technical Assistance Grant; Resolution 2016-04

G. Approve Professional Services Contract Ontiveros & Associates for ‘P’ Street Road & Drainage Re却kson, 12th to 14th Streets Project

H. Public Hearing: Amend the Fortuna Zoning Ordinance (Title 17 of the Fortuna Municipal Code) Adding Section 17.06.120.5, “Medical Marijuana and Cultivation” to the Fortuna Municipal Code Prohibiting All Commercial Medical Marijuana Uses and Activities, Including Delivery and Cultivation, in all Zones in the City; Second Reading and Adoption of Ordinance 2016-719

I. Discuss City of Fortuna Travel Policy and Provide Direction to Staff

V. CITY MANAGER REPORT, PENDING LEGISLATION AND CALENDAR OF EVENTS

VI. FUTURE AGENDA ITEMS
At this time, members of the Council may consider or request items to be placed on a future agenda through a consensus of the majority.

VII. CITY COUNCIL REPORTS AND COMMENTS
- Council Member Tiara Brown
- Council Member Linda Gardner
- Council Member Doug Strehl
- Mayor Pro Tem Tami Trent
- Mayor Sue Long
  Parks & Recreation Commission, Redwood Coast Energy Authority
  Historical Commission
  Humboldt County Association of Governments
  Humboldt Transit Authority, Fortuna Business Improvement District, League of California Cities Employer Relations Policy Committee, Indian Gaming Committee
  Redwood Region Economic Development Commission, Fortuna Oversight Board, Local Agency Formation Commission, League of California Cities Legislative Committee

VIII. ORAL COMMENTS FROM THE PUBLIC
Members of the Public may be heard on any item on the Closed Session Agenda. Speakers addressing the Council will be limited to 3 minutes per speaker. Be advised, by law the City Council cannot deliberate or take action on issues presented during Oral Comments that are not shown on the Agenda.

IX. ADJOURN TO CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS, City Negotiator: City Manager Regan Candelario, Employee Organizations: Fortuna Police Employees Association, Fortuna Employees Association, and the Unrepresented/Management group in accordance with Section 54957.6 of the Government Code.

X. REPORT OUT AND ADJOURN
Pursuant to Government Code Section 54957.5, any non-confidential documents or writings that the City distributes, less than 72 hours before a regular meeting, to all or a majority of the legislative body's members must be made available to members of the public at the same time as the distribution. Documents and information related to the agenda topics are available for review at City Hall, 621 11th Street, between the hours of 8:00 AM to 5:00 PM. Members of the public are invited to come to the meeting and comment. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 725-7600. Notification prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Linda McGill, CMC
City Clerk
Minutes of the Fortuna City Council  
Regular Meeting  
Monday, January 4, 2016 - 6:00 p.m., Fortuna City Hall  

I. CALL TO ORDER: 
Mayor Long called the Public Session to order at 6:00 PM

FLAG SALUTE: 
Mayor Long led the salute to the flag.

II. ROLL CALL

<table>
<thead>
<tr>
<th>Council</th>
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</thead>
<tbody>
<tr>
<td>Council Member Tiara Brown</td>
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<td>Police Chief Bill Dobberstein</td>
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<tr>
<td></td>
<td>Deputy Director of Community Development Liz Shorey</td>
</tr>
</tbody>
</table>

III. PRESENTATION

- Recognizing Mrs. Carol Clendenen for her 100th Birthday

IV. ORAL COMMENTS FROM THE PUBLIC

Steve Kioukis spoke about perceived code enforcement and parking issue near his property on Pryor Court. He would like the City to look into the issue. Dean Glaser reminded everyone that the ice rink is still open until January 17th. He spoke about an increase in transients at the shopping mall during inclement weather and if the City has ever contacted the center’s owners to work out an agreement for police involvement. Dianna Rios thanked the community for using the ice rink. There have been more than 12,000 visitors so far. She also said the Redwood Merchant group is working on the transient problem. There being no comment further Mayor Long closed this public comment section.

V. CONSENT CALENDAR

1. City Council Minutes – December 10, 2015 (special meeting), December 21, 2015 (regular meeting) (MO-2016-01)
2. Report of Disbursements (MO-2016-02)

CITY COUNCIL ACTION: Approve Consent Calendar Items 1-2

Council Member Strehl moved, seconded by Council Member Brown. Voice Vote.

AYES: Council Member Brown, Strehl, Mayor Pro Tem Trent, Mayor Long
NOES: None
ABSENT: Council Member Gardner
ABSTAIN: None
Motion Carried 4-0

VI. BUSINESS

A. PUBLIC HEARING: AMEND THE FORTUNA ZONING ORDINANCE (TITLE 17 OF THE FORTUNA MUNICIPAL CODE) ADDING SECTION 17.06.120.5, “MEDICAL MARIJUANA AND CULTIVATION” TO THE FORTUNA MUNICIPAL CODE PROHIBITING ALL COMMERCIAL MEDICAL MARIJUANA USES AND ACTIVITIES, INCLUDING DELIVERY AND CULTIVATION, IN ALL ZONES IN THE CITY; ORDINANCE 2016-719

STAFF RECOMMENDATION: 
Hold the first reading of Ordinance 2016-719, adding to the Fortuna Municipal Code Section 17.06.120.5. prohibiting medical marijuana uses within the City.
STAFF REPORT:
The City Council received a written and oral report from Deputy Director of Community Development Shorey

PUBLIC COMMENT:
A member of the public spoke about growers contributions to the community and the benefits of Marijuana in general. Wally Wright asked how does complaint driven work when enforcing ordinances. Police Chief Dobberstein explained that it means it is not initiated but when a complaint is received it is followed up on. Wally asked if that is the same for all other departments as well. City Attorney Tranberg said it probably echoes what the chief said due to the workload of the City. Employees do not drive around looking for issues. Shorey agreed with the City Attorney that when a complaint is received the process for dealing with it is followed. Steve Kioukis asked why we are passing this ordinance when he thought it was already illegal. There being no further comment Mayor Long closed this public comment section.

CITY COUNCIL ACTION:
Council Member Brown moved, seconded by Council Member Strehl to hold the first reading of Ordinance 2016-719; An Ordinance Of The City Council Of The City Of Fortuna, California, Adding Section 17.06.120.5, "Medical Marijuana And Cultivation" To The Fortuna Municipal Code Prohibiting All Commercial Medical Marijuana Uses In The City And Prohibiting Cultivation For Medical Use By A Qualified Patient Or Primary Caregiver, and read by title only; Roll call vote.

AYES: Council Member Brown, Strehl, Mayor Pro Tem Trent Mayor Long
NOES: None
ABSENT: Council Member Gardner
ABSTAIN: None
Motion Carried 4-0 by first reading of Ordinance 2016-719

B. APPROVE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE COUNTY OF HUMBOLDT AND THE CITY OF FORTUNA TO PROVIDE HOUSING PROGRAM SERVICES. RESOLUTION 2016-01

STAFF RECOMMENDATION:
Staff recommended this item be tabled to a future regular meeting of the City Council due to some additional information received from the County

CITY COUNCIL ACTION:
Council Member Brown moved, seconded by Mayor Pro Tem Trent to table this item to a future regular meeting.

AYES: Council Member Brown, Strehl, Mayor Pro Tem Trent Mayor Long
NOES: None
ABSENT: Council Member Gardner
ABSTAIN: None
Motion Carried 4-0 by MO-2016-03

C. COUNCIL REVIEW AND DISCUSSION OF COMMISSION APPLICATIONS AND MAYOR’S APPOINTMENT OF COMMISSION SEATS

STAFF RECOMMENDATION:

STAFF REPORT:
The City Council received a written from City Clerk/Human Resources Manager McGill
PUBLIC COMMENT:
There being no comment Mayor Long closed this public comment section.

CITY COUNCIL ACTION:
Mayor Pro Tem Trent moved, seconded by Council Member Brown to approve Mayors Appointments. Roll Call Vote.

Kris Mobley – Planning Commission
Pam Zana – Historical Commission
Susan O’Hara – Historical Commission
Kathy Christensen – Parks & Recreation Commission

AYES: Council Member Brown, Strehl, Mayor Pro Tem Trent Mayor Long
NOES: None
ABSENT: Council Member Gardner
ABSTAIN: None
Motion Carried 4-0 by MO-2016-03

VII. CITY MANAGER REPORT, PENDING LEGISLATION AND CALENDAR OF EVENTS

VIII. FUTURE AGENDA ITEMS
Smoking Ordinance – Council Member Brown

IX. CITY COUNCIL REPORTS AND COMMENTS

• Council Member Tiara Brown Parks & Recreation Commission, Redwood Coast Energy Authority
• Council Member Linda Gardner Historical Commission
• Council Member Doug Strehl Humboldt County Association of Governments
• Mayor Pro Tem Tami Trent Humboldt Transit Authority, Fortuna Business Improvement District, League of California Cities Employer Relations Policy Committee, Indian Gaming Committee
• Mayor Sue Long Redwood Region Economic Development Commission, Fortuna Oversight Board, Local Agency Formation Commission, League of California Cities Legislative Committee

X. ORAL COMMENTS FROM THE PUBLIC
There being no comment Mayor Long closed this public comment section.

XI. ADJOURN
Council Member Brown moved, seconded by Council Member Strehl to adjourn at 6:48PM. Voice Vote. Motion Carried 4-0

Respectfully submitted by
Linda McGill, CMC
City Clerk
DATE: January 18, 2016

TO: Honorable Mayor and Council Members

FROM: Linda McGill, City Clerk/Human Resources Manager

THRU: Regan M. Candelario, City Manager

SUBJECT: Administration Department Monthly Report for December 2015

STAFF RECOMMENDATION:
Receive report as an informational item.

EXECUTIVE SUMMARY:
The Administration Department monthly report encompasses the following divisions:

CITY ATTORNEY
The City Attorney billing for the months of November and December 2015 were for a total of 41.5 hours. Project support for these months include various potential litigation issues, Agenda and Staff Report review, personnel issues, Contract review, ongoing City project discussions, claim review, and various email, telephone calls and staff reports. The budget status for the City Attorney for Fiscal Year 15/16 is 11% remaining. The City may need to address the budget for legal services.

CITY CLERK DIVISION
The City Clerk’s Office prepares the Council meeting agenda, publishes, posts, and mails legal notices, completes arrangements to ensure an effective meeting, administers conflict of interest filing requirements pursuant to State law, and administers contracts and agreements. Additionally, the Office maintains the City’s municipal code and the City seal, conducts bid openings for City projects, provides Notary services for City-related business matters, and is the central repository of the official records of the City and makes such information available pursuant to the Public Records Act. The Office also maintains and indexes the original minutes, Ordinances, Resolutions, deeds, easements, liens, bonds, contracts, and other vital records.

City Council Meetings

<table>
<thead>
<tr>
<th>Council Meeting Date</th>
<th>Agenda Items Processed</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 7, 2015</td>
<td>3</td>
</tr>
<tr>
<td>December 10, 2015 Special Meeting</td>
<td>2</td>
</tr>
<tr>
<td>December 21, 2015</td>
<td>11</td>
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<tr>
<td><strong>Totals</strong></td>
<td><strong>16</strong></td>
</tr>
</tbody>
</table>

City Clerk’s Office Key Duties

<table>
<thead>
<tr>
<th>City Clerk’s Office Key Duties</th>
<th>December</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Records Act Requests</td>
<td>0</td>
</tr>
<tr>
<td>General Information Requests</td>
<td>25 – 30 per day, average</td>
</tr>
<tr>
<td>Ordinances</td>
<td>0</td>
</tr>
<tr>
<td>Resolutions</td>
<td>5</td>
</tr>
<tr>
<td>Minutes Prepared</td>
<td>3</td>
</tr>
<tr>
<td>Notary Services Provided</td>
<td>1</td>
</tr>
<tr>
<td>Claims for Damages Filed</td>
<td>0</td>
</tr>
</tbody>
</table>
RISK MANAGEMENT / HUMAN RESOURCES DIVISION

Risk Management
There are 10 open liability claims as of December 31, 2015. 2 new claims were opened in December and 3 were closed.

Citywide employee safety training is ongoing with monthly trainings sent to City Hall and Police employees and weekly trainings held for Public Works staff.

Human Resources
There were two recruitments opened in December for a Part Time Kennel Attendant and Part Time Transit Bus Dispatch/Office Assistant. The Police Officer and Transit Bus Dispatch/Office Assistant positions are currently in the final background stages. The Dispatcher and Kennel Attendant positions are in training.

There were 17 open Workers compensation claims as of December 31, 2015. One claim was opened and 1 was closed in December.

Staff continues to work on updating the administrative policy manual and individual personnel policies, job descriptions, personnel processes and an update of the personnel rules and regulations as time permits.

INFORMATION TECHNOLOGY DIVISION

City of Fortuna Facebook Page Statistics
The City Facebook page now has 848 likes.

City Website Statistics (www.friendlyfortuna.com)
There were 9828 unique visitors to the City website in October with 102,697 page views. Employment Opportunities, Police Department, and Online Bill payments had the most visitors for the month.

Computer/Network
Nylex spent a total of 23.5 hours for the month of December working on various issues throughout the City network. The average time Nylex spends working for the City of Fortuna is 30 to 40 hours a month. Nylex is working with staff to develop a replacement schedule and complete inventory of computers citywide.

RECOMMENDED COUNCIL ACTION:
Receive monthly Administration Division Report. Consent Agenda Vote.
DATE: January 18, 2016

TO: Honorable Mayor and Council Members

FROM: Liz Shorey, Deputy Director of Community Development

THRU: Regan M. Candelario, City Manager

SUBJECT: Community Development Department Monthly Report for December 2015

STAFF RECOMMENDATION:
Receive report as an informational item.

BACKGROUND:
Attached is the Monthly Community Development Department Report for December 2015. The following attached tables provide detailed descriptions of the monthly activities of the Department.

ACTIVITIES & ACCOMPLISHMENTS
List of activities and recent accomplishments of the Department.

GENERAL PLAN IMPLEMENTATION
List of the current status and progress made in the implementation of the Fortuna General Plan 2030 programs.

DEVELOPMENT APPLICATION ACTIVITY
Status of development projects that have been submitted and either approved or in process, including those activities considered by the Planning Commission and the Zoning Administrator.

SUBDIVISION STATUS REPORT
Subdivisions that have been approved but not yet finaled, and status of improvement plan and/or final map review process.

BUILDING PERMIT ACTIVITIES
The Building Department’s report for the month’s permits and valuation is attached. An annual report summarizing the permits and valuation for 2015 is also included.

RECOMMENDED COUNCIL ACTION:
Receive monthly Community Development Department Report.
ONGOING ACTIVITIES & ACCOMPLISHMENTS

- Open Door Community Health Care Clinic has submitted applications for a conditional use permit and design review for their health clinic on Rohnerville Road/St. Joseph Drive. Staff is processing the environmental report (draft initial study and mitigated negative declaration of environmental impact) for 30-day review. It is expected that the project will be scheduled before the Planning Commission in February.

- The Strongs Creek Valley area annexation is in process, with City staff and the consultant preparing the background documentation (plan for services, fiscal study, mapping, property notices, etc.) necessary to bring the annexation to the Planning Commission and Council, and then to LAFCo for consideration.

- The Local Area Formation Commission (LAFCo) approved the 9th Street Annexation at its May 20th meeting. The boundary description has been prepared by the City Surveyor, sent to LAFCo staff for review, and sent back to the City Surveyor for a mapping error.

- City staff is continuing to support several businesses interested in new commercial development within the City by providing site information, permit process information, and scheduling.

- The Building Department is continuing inspections of the Grocery Outlet that is under construction in the Strongs Creek Plaza Shopping Center. It is expected to be completed and open in early 2016.

- Other ongoing tasks completed this month:
  - Held several pre-application meetings to provide early guidance to project proponents.
  - Met with City departments for review and input on various ongoing City projects.
  - Investigated Code violation complaints.
  - Reviewed building permit application site plans for zoning compliance.
  - Reviewed business licenses.
  - Reviewed and responded to floodplain information requests.
  - Responded by phone and at the counter to numerous requests for information needed for property purchases, building permits, permitted and allowable activities, business feasibility, permit inquiries, and related inquiries.

Please note that Staff will be seeking support from outside resources to ensure that the many projects and tasks that are required in 2016 are handled by the City appropriately and in a timely manner.

GENERAL PLAN IMPLEMENTATION
The following program activities are underway.

- Traffic Impact Fee report is in process. The report is expected to be finalized and scheduled for hearings in the next few months.

- Quimby Fee At the request of the Parks and Recreation Commission, Planning staff is assisting the Parks Department on a proposed Quimby Act parks acquisition fee (development impact fee), which would implement General Plan policies.

- Design Review A subcommittee of the Planning Commission is meeting to supplement preparing the City’s existing guidelines (from adopted Zoning Code sections and General Plan Community Design Element policies). Guidelines that are supplemented with illustrations and explanations will streamline the review process for applicants and the Commission. Staff is working on compiling text and diagrams into a format for approval by the Commission.

- An update to the Housing Element is a top priority for the Department.
# Development Activity/Planning Report for October 2015

*Updated 12/14/15*

## Projects Recently Acted Upon:

<table>
<thead>
<tr>
<th>Subject</th>
<th>Submittal</th>
<th>Complete</th>
<th>Status</th>
</tr>
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<tbody>
<tr>
<td>Wally Wright and Dennis Wendt</td>
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<tr>
<td>101 Gulliksen Drive; Southeast corner Rohnerville Road and Gulliksen Drive</td>
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<td>Rick Poletski</td>
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<td>1001 Main Street</td>
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<td>Retail Commercial (R-C)</td>
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<tr>
<td>“Finders Keepers” Secondhand Store</td>
<td>11/16/15</td>
<td>11/20/15</td>
<td>Considered by Planning Commission on 12/22/15; item was continued to respond to Commission concerns.</td>
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<tr>
<td>Tim Leming</td>
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<td>Sung Choi</td>
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<td>365 Fortuna Blvd.</td>
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<tr>
<td>Construction of Green’s Pharmacy, a 10,000 sq. ft. Commercial Building, to replace a building destroyed by fire</td>
<td>12/23/15</td>
<td>12/23/15</td>
<td>Approved by Planning Commission on 1/12/16.</td>
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<tr>
<td>Robert Johnson</td>
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<tr>
<td>1034 Main Street</td>
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<tr>
<td>Lot line adjustment between two residential parcels to follow an existing fence.</td>
<td>11/10/15</td>
<td>11/10/15</td>
<td>Approved by Planning Commission on 1/12/16.</td>
</tr>
<tr>
<td>Abe Fockaert/AF Builders</td>
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<tr>
<td>Lots 25 and 26 of the Riverview Terrace Subdivision</td>
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<tr>
<td>2,304 Square Foot Six Unit Apartment Building—Conditional use permit and design review</td>
<td>12/29/15</td>
<td>12/29/15</td>
<td>Approved by Planning Commission on 1/12/16.</td>
</tr>
<tr>
<td>Abe Fockaert, AF Builders Inc.</td>
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<tr>
<td>Shay Court (address not assigned)</td>
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<tr>
<td>Residential Multifamily (R-M)</td>
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## Projects Submitted and Pending:

<table>
<thead>
<tr>
<th>Subject</th>
<th>Submittal</th>
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<tbody>
<tr>
<td>Renner Petroleum</td>
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<tr>
<td>1791 Riverwalk Drive</td>
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<tr>
<td>Subject</td>
<td>Open Door Community Health Centers (ODCHC) Facility for Health and Wellness Conditional Use Permit and Design Review</td>
<td>Applicant</td>
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<td>---------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-----------</td>
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<tr>
<td></td>
<td>12/22/15</td>
<td></td>
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<table>
<thead>
<tr>
<th>Subject</th>
<th>Conditional use permit application for an auto towing facility in the Neighborhood Commercial District.</th>
<th>Applicant</th>
<th>Jason Church</th>
<th>Project Site</th>
<th>102 Gulliksen Drive</th>
<th>Date</th>
<th>11/10/15</th>
<th>Status</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Applicant responding to City review/correction letter.</td>
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<tr>
<th>The following projects are on hold by the applicant.</th>
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<tbody>
<tr>
<td>Project: Masten</td>
</tr>
<tr>
<td>Project: Hastings Minor Subdivision of 1.46 acres into three residential lots.</td>
</tr>
<tr>
<td>Project: McKenney Conditional use permit &amp; subdivision for development of a shopping center, 48,600 square feet of gross floor area on a 5.8-acre site, and a tentative map to create three parcels 43,385 square feet to 193,582 square feet in size. Located northeast of Strongs Creek Drive and Fortuna Blvd.</td>
</tr>
<tr>
<td>Project: Mora 1) Revised tentative map for a subdivision of a 1.32-acre parcel into four parcels, 10,080 square feet to 14,514 square feet; and 2) a Use Permit for multifamily units.</td>
</tr>
<tr>
<td>Project: McKenney Subdivision of an approximately 10.7-acre lot into 20 single family lots ranging in size from 10,025 to 93,124 square feet.</td>
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</tbody>
</table>
**Subdivision Status Report**  
*Approved projects, not yet completed*  
*Updated 1/13/2016*

<table>
<thead>
<tr>
<th>Subdivision</th>
<th>Approval</th>
<th>Expiration</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brown Condo. Conversion – Summer St.</td>
<td>10/23/07</td>
<td>11/22/16</td>
<td>Improvement Plans on hold by applicant.</td>
</tr>
<tr>
<td>Dunn – Main St. – 16 lots</td>
<td>6/26/07</td>
<td>6/25/16</td>
<td>Improvement Plans on hold by applicant.</td>
</tr>
<tr>
<td>Jones/Dunn - Smith Lane – 24 multifamily units</td>
<td>3/3/08</td>
<td>9/2/16</td>
<td>Improvement plans approved.</td>
</tr>
<tr>
<td>Dunn – Main St. – 16 lots</td>
<td>8/8/06</td>
<td>2/7/17</td>
<td>Improvement plans approved.</td>
</tr>
<tr>
<td>Lewis Logging – Rohnerville Rd. – 9 lots</td>
<td>8/1/11</td>
<td>7/31/17</td>
<td>Revised Tentative Map approved.</td>
</tr>
<tr>
<td>MacDonald - Ross Hill Road – 39 lots</td>
<td>8/21/06</td>
<td>8/20/17</td>
<td>Improvement Plans approved. Some storm drainage installed.</td>
</tr>
<tr>
<td>Roscoe – Kenmar Road</td>
<td>4/22/14</td>
<td>4/21/16</td>
<td>Tentative Map approved. Improvement plans approved.</td>
</tr>
<tr>
<td>Jensen – Bartlett Lane</td>
<td>10/22/13</td>
<td>4/22/17</td>
<td>Improvement plans approved, final Parcel Map out for review (waiting on LLA notice). Construction is underway.</td>
</tr>
<tr>
<td>Grundman – Nelson Lane</td>
<td>9/22/15</td>
<td>9/21/17</td>
<td>Tentative Map approved.</td>
</tr>
<tr>
<td>Redwood Memorial Foundation – Lot Split</td>
<td>12/16/14</td>
<td>12/15/16</td>
<td>Final Map recorded. Improvements to be completed during building permit phase.</td>
</tr>
</tbody>
</table>

All applicants, upon project approval, have been provided with schedules showing the series of discretionary and non-discretionary extensions that are allowed by State legislation (SB 1185, AB 333, AB 208, and AB 116) and the Subdivision Map Act. The Map Act places responsibility for tracking expiration dates with the applicant. Upon project approval, applicants are provided with notification of expiration dates and renewal requirements.
# Building Permit Summary

## December 2015

<table>
<thead>
<tr>
<th>Type of Permit Issued</th>
<th>Number of Permits</th>
<th>Living Units</th>
<th>Value / Cost of Construction</th>
<th>Building Permit Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family Residences</td>
<td>2</td>
<td>2</td>
<td>$607,205.00</td>
<td>$13,537.51</td>
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<tr>
<td>Duplex Family Residences</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-Family Residences</td>
<td>1</td>
<td>4</td>
<td>$430,500.00</td>
<td>$9,698.19</td>
</tr>
<tr>
<td>Manufactured Residences</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Dwelling Unit (Attached)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Dwelling Unit (Detached)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additions</td>
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<tr>
<td>Remodels</td>
<td>8</td>
<td></td>
<td>$108,000.00</td>
<td>$1,806.82</td>
</tr>
<tr>
<td>Garages/Carports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accessory Structures</td>
<td></td>
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</tr>
<tr>
<td>Commercial</td>
<td></td>
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<tr>
<td>New Structures</td>
<td>1</td>
<td></td>
<td>$880,000.00</td>
<td>$5,176.16</td>
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<tr>
<td>On-Site Improvements/Grading</td>
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<td>$278,560.00</td>
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<tr>
<td>Additions</td>
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<tr>
<td>Tenant Improvement / Remodel</td>
<td>1</td>
<td></td>
<td>$18,500.00</td>
<td>$292.85</td>
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<tr>
<td>Repairs</td>
<td>1</td>
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<td>$15,200.00</td>
<td>$342.41</td>
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<tr>
<td>Signs</td>
<td>1</td>
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<td>$25,000.00</td>
<td>$294.92</td>
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<tr>
<td>Other Permits</td>
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<tr>
<td>Electrical</td>
<td>1</td>
<td></td>
<td>$4,000.00</td>
<td>$123.77</td>
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<tr>
<td>Plumbing</td>
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<td>$2,500.00</td>
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<tr>
<td>Mechanical</td>
<td>3</td>
<td></td>
<td>$50,256.00</td>
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<tr>
<td>Roofing</td>
<td>5</td>
<td></td>
<td>$46,480.00</td>
<td>$787.38</td>
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<tr>
<td>Grading - Residential</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Siding / Windows</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deck</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solar Systems</td>
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</tr>
<tr>
<td>Miscellaneous</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Total This Month</td>
<td>26</td>
<td>6</td>
<td>$2,215,477.00</td>
<td>$33,056.70</td>
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</table>

<table>
<thead>
<tr>
<th># of Permits</th>
<th>Living Units</th>
<th>Value / Cost of Construction</th>
<th>Building Permit Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>354</td>
<td>30</td>
<td>$13,768,169.00</td>
<td>$243,463.73</td>
</tr>
</tbody>
</table>

## Comparison

| December 2014 | 27 | 25 | $3,188,213.00 | $66,147.95 |

<table>
<thead>
<tr>
<th># of Permits</th>
<th>Living Units</th>
<th>Value / Cost of Construction</th>
<th>Building Permit Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>25</td>
<td>$99,479.63</td>
<td></td>
</tr>
</tbody>
</table>

**Public Works - Sewer & Water Fee**

- Sewer Connection
- Water Connection
- Water Capital Connection
- Storm Drainage Fee
- Traffic Improvement Fee

- $23,394.04
- $14,235.23
- $24,320.40
- $0.00
- $4,445.00
- $0.00
- $0.00
- $66,394.67
- $281,958.13
- $99,479.63

Consent Calendar Item 3
Page 6 of 7

13
# ANNUAL REPORT FOR THE YEAR - 2015

<table>
<thead>
<tr>
<th>MONTH</th>
<th>COMMERCIAL</th>
<th>RESIDENTIAL</th>
<th>MISCELLANEOUS / OTHER</th>
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<tbody>
<tr>
<td></td>
<td>NEW STRUCTURE</td>
<td>ADD/ALTER/OTHER</td>
<td>SINGLE FAMILY</td>
</tr>
<tr>
<td>JAN</td>
<td>0</td>
<td>$0.00</td>
<td>2</td>
</tr>
<tr>
<td>FEB</td>
<td>0</td>
<td>$0.00</td>
<td>1</td>
</tr>
<tr>
<td>MAR</td>
<td>1</td>
<td>$525,000.00</td>
<td>4</td>
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<tr>
<td>APRIL</td>
<td>0</td>
<td>$0.00</td>
<td>3</td>
</tr>
<tr>
<td>MAY</td>
<td>1</td>
<td>$500,000.00</td>
<td>4</td>
</tr>
<tr>
<td>JUNE</td>
<td>1</td>
<td>$1,700,284.00</td>
<td>5</td>
</tr>
<tr>
<td>JULY</td>
<td>0</td>
<td>$0.00</td>
<td>11</td>
</tr>
<tr>
<td>AUG</td>
<td>0</td>
<td>$0.00</td>
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<tr>
<td>SEPT</td>
<td>0</td>
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<tr>
<td>OCT</td>
<td>0</td>
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<td>1</td>
</tr>
<tr>
<td>NOV</td>
<td>0</td>
<td>$0.00</td>
<td>1</td>
</tr>
<tr>
<td>DEC</td>
<td>1</td>
<td>$880,000.00</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>$3,611,294.00</td>
<td>40</td>
</tr>
</tbody>
</table>

**TOTAL YEAR OF 2015**

- Total Building Permits: 354
- Total Single Family Residence: 18
- Total New Living Units: 30
  - I.E. SFR, DUPLEX, MULTI FAMILY
- Total Value / Cost of Const.: $13,765,169.00
- Building Dep. Fees Collected: $243,463.75
- Public Works Sewer & Water Fees: $261,958.13

**COMPARISON TOTAL YEAR OF 2014**

- Total Building Permits: 334
- Total Single Family Residence: 14
- Total New Living Units: 47
  - I.E. SFR, DUPLEX, MULTI FAMILY
- Total Value / Cost of Const.: $12,469,484.00
- Building Dep. Fees Collected: $275,910.39
- Public Works Sewer & Water Fees: $261,600.68
DATE: January 18, 2016
TO: Honorable Mayor and Council Members
FROM: Judy Harrison, Economic Development Coordinator
THRU: Regan M. Candelario, City Manager

STAFF RECOMMENDATION:
Receive report as an informational item.

EXECUTIVE SUMMARY:

Community Complex Project -
I have been meeting with Greenway weekly working to move the Community Complex planning forward. Greenway and McLean members including Dennis Scott, Council Member Tiara Brown, Dawn Watkins and myself, are involved in these weekly meetings.

Greenway is working on the highest and best use of the land within its constraints.

January Chamber Mixer -
In coordination with the Chamber of Commerce and McLean, coordinating the January 20, 2016 Mixer focusing on Youth Entrepreneurship and New Businesses. Organizing the Mixer, partnering with others to create an excellent event with food, drink, music, lighting and opportunity to connect with business owners and our entrepreneurial youth.

Business Assistance –
Interviewed an additional 11 businesses to gather information for a business retention report. A great deal of information is being gathered which will be compiled into a report. The goal will be to contact and interview 30 Fortuna businesses.

As requested or needed and in conjunction with FBID and the Chamber, work with local businesses who want assistance.

Intern Program with HSU and McLean Foundation –
Assisted HSU Intern Coordinator Ana Cortes to interview and gain interest from businesses who would like an Intern for the next semester. Ana and I confirmed 10 businesses. We will be working together to make this Partnership strong and successful for all involved.

Several of the businesses who agreed to work with an Intern want to grow their businesses through working to increase their online presence.

Annexation –
Keeping McLean updated on progress.
New Jobs List -
Updated a new jobs list for Fortuna.

Business Attraction Marketing - On Going
In process of creating a Video from newly created business attraction flyers; relaying ‘Why grow your business in Fortuna?’ Contacted Access Humboldt to show the newly created Fortuna Marketing Video. Will run Marketing Video on Facebook, Web Site and other social media until a Marketing Budget is established. A Marketing Budget is needed.

Recently asked for and was given permission to use the Chamber of Commerce ‘CELEBRATE’ Video more often on Access Humboldt. After several discussions with Access Humboldt we can request specific videos be shown.

Representing City of Fortuna at the following meetings
Tourism and Marketing Committee Monthly
Downtown Merchants Monthly
FBID Monthly

RECOMMENDED COUNCIL ACTION:

Receive Monthly Economic Development Department Report; By Consent Agenda Vote.

Attachments:
None
DATE: January 18, 2016

TO: Honorable Mayor and Council Members

FROM: Marie Essig, Finance Director

THRU: Regan M. Candelario, City Manager

SUBJECT: Finance Department Monthly Report for December 2015

STAFF RECOMMENDATION:

Receive report as an informational item.

EXECUTIVE SUMMARY:

Currently the Finance Department is focusing on the following priorities/projects:

**2015 Audit/Comprehensive Financial Report “CAFR,”** Finance has received the Draft 2015 CAFR. Currently, the goal is to present the 2015 CAFR to council in February 2016 for review and approval.

**2015/16 Budget Publication.** The 2015/16 Budget is ready for publication pending final review by the City Manager and City Council adoption of changes made since June 2015. A staff report has been completed outlining all changes and will be presented to council tonight as a business item.

**Recognized Obligation Payments “ROPS” 16-17A** must be submitted to the California Department of Finance by February 1, 2016. The finance director will complete and present the ROPS to the City of Fortuna’s Successor Agency Oversight Board for approval prior to submission to the Department of Finance.

**Year End Reporting.** Finance staff is busy completing the myriad of State and Federal reports that are due by January 31st every year. The majority are related to payroll, such as W-2’s and payroll quarterly and annual tax reporting. Accounts payable must issue IRS Form 1099 to all eligible vendors by January 31st, and the Quarterly Sales tax report is due by the end of the month.

**16/17 Annual Budget.** The month of February is when the City begins the annual budgeting process. A draft schedule has been provided to the City Manager for review and updates.

RECOMMENDED COUNCIL ACTION:


Attachments: ● Finance Department Key Indicators
### Finance Department Activity Log

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Payroll Checks Issued:</td>
<td>358</td>
<td>225</td>
<td>199</td>
<td>185</td>
<td>185</td>
<td>295</td>
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<tr>
<td>Accounts Payable Checks Issued:</td>
<td>237</td>
<td>220</td>
<td>220</td>
<td>213</td>
<td>187</td>
<td>222</td>
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<tr>
<td>Number of Invoices Processed:</td>
<td>545</td>
<td>495</td>
<td>579</td>
<td>499</td>
<td>442</td>
<td>426</td>
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<tr>
<td>CDBG Loan Payments/Payoff</td>
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<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
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<tr>
<td># Telephone Calls Answered:</td>
<td>1274</td>
<td>1237</td>
<td>1295</td>
<td>1283</td>
<td>1098</td>
<td>1126</td>
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<tr>
<td><strong>Avg Daily</strong></td>
<td><strong>58</strong></td>
<td><strong>59</strong></td>
<td><strong>59</strong></td>
<td><strong>58</strong></td>
<td><strong>50</strong></td>
<td><strong>51</strong></td>
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#### Utility

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</tr>
</thead>
<tbody>
<tr>
<td>Utility</td>
<td>1533</td>
<td>1132</td>
<td>1174</td>
<td>1142</td>
<td>1061</td>
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<td>Bldg</td>
<td>83</td>
<td>57</td>
<td>73</td>
<td>61</td>
<td>60</td>
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<tr>
<td>Plan</td>
<td>23</td>
<td>7</td>
<td>22</td>
<td>23</td>
<td>21</td>
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<tr>
<td>Other</td>
<td>222</td>
<td>136</td>
<td>151</td>
<td>168</td>
<td>124</td>
<td>158</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>1861</strong></td>
<td><strong>1332</strong></td>
<td><strong>1420</strong></td>
<td><strong>1394</strong></td>
<td><strong>1266</strong></td>
<td><strong>1630</strong></td>
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</table>

#### Average Daily Walk-in Customers

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<thead>
<tr>
<th>Description</th>
<th>July</th>
<th>August</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
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</thead>
<tbody>
<tr>
<td>Monthly Bills</td>
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<td>4440</td>
<td>4445</td>
<td>4452</td>
<td>4450</td>
<td>4437</td>
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<td>Reminder Notices</td>
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<td>429</td>
<td>583</td>
<td>470</td>
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<td>Shut Off Notices Mailed</td>
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<td>221</td>
<td>223</td>
<td>223</td>
<td>220</td>
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<td>Shut Offs</td>
<td>44</td>
<td>27</td>
<td>27</td>
<td>25</td>
<td>39</td>
<td>29</td>
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<tr>
<td>Ebills - Bills sent via email</td>
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<td>119</td>
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<td>128</td>
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<tr>
<td>Utility Bills paid online</td>
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<td>180</td>
<td>191</td>
<td>193</td>
<td>188</td>
<td>195</td>
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<tr>
<td>% of Utility bills paid in person</td>
<td>35%</td>
<td>25%</td>
<td>26%</td>
<td>26%</td>
<td>24%</td>
<td>31%</td>
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#### Public Works Calls Dispatched

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<tr>
<th>Description</th>
<th>July</th>
<th>August</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bal</td>
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<td>457,111</td>
<td>84,986</td>
<td>14,939</td>
<td>3,187</td>
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<tr>
<td>Current</td>
<td>81.6%</td>
<td>15.2%</td>
<td>2.7%</td>
<td>0.6%</td>
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<td></td>
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<tr>
<td>30 Days</td>
<td>3%</td>
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<tr>
<td>60 Days</td>
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<tr>
<td>90 Days</td>
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</tbody>
</table>

---

**Consent Calendar Item 5**

**Page 2 of 2**
DATE: January 18, 2016

TO: Honorable Mayor and Council Members

FROM: Kevin Carter, Deputy Director of Public Works

THRU: Regan M. Candelario, City Manager

SUBJECT: Parks & Recreation Monthly Report for December 2015

STAFF RECOMMENDATION:

Receive report as an informational item.

EXECUTIVE SUMMARY:

Administration

(Prepared by Kevin Carter, Deputy Director of Public Works/Interim Parks Director)

During the month of December, staff continued support of the Humboldt Ice Rink as well as many other user groups of the parks system.

The interim Director attended the Service Coordinators Committee at the Humboldt County Association of Governments office in Eureka. At the meeting the Committee discussed a coordinated emergency evacuation plan and how each transit entity can cooperate in coordinated effort. This item is being headed by the County Sherriff’s office of Emergency Services. Other items discussed do not directly significantly affect the Fortuna Transit System. The interim Director will also be a member of the Technical Advisory Committee for the entire year of 2016. Fortuna and Eureka’s transit representative will alternate the seat on an annual basis.

Panic buttons were considered and are anticipated to be installed at the Parks office, the Museum, and the Riverlodge. This system will be monitored by our existing security monitoring performed at these locations and will not result in new monthly costs.

Parks

(Prepared by Pierre Cousineau, Parks Maintenance Lead Worker)

When we left off last month, New Life Services had been contacted to work with the City of Fortuna to make repairs to the fire damaged restrooms next to the cook shack. More time was required then anticipated for this job, however the work went well and the men’s restroom looks clean and new. The women’s restroom had suffered only smoke damage so a deep cleaning was all that was needed there. The restrooms will be going back on line this weekend January 9 or 10, 2016 in time for the Dutch Oven Society to have their first cook off of the year here in Rohner Park. Staff spent time creating a fire report in detail concerning the event which was sent to City Hall; also a replacement fire extinguisher was purchased and given to Mr. Jason Sauers, a local citizen and first responder to the fire.

Staff was busy this month working at the newly installed ice rink at Newburg Park, bringing in picnic tables, setting up safety cones and barricades, hanging signs, and putting down rubber matting for blade
protection. As this was the first time for this event, staff was back on site several times to make changes to the safety issues as they came up, rearranging barricades and cones and adding an A.D.A. parking area. Staff continued support with restroom cleaning, trash and recycle removal as needed.

The winter wind has taken its toll on trees down the boulevard, Rohner Park and Newburg Park, with damaged branches hung up in trees as well as large branches upon the ground, staff cut, bucked and removed the hazards. With the rain coming in, staff kept gutters on city buildings at the Monday Club, Parks and River Lodge as well as the drainage ditches in Rohner Park clear of debris. Staff spent time at the River Lodge with maintenance issues such as replacing bad lamps, repairing leaks in the three bay sink, working on the kitchen door and cabinets, repairs to the door alarm and set ups and break downs for various events. Staff also supported the Fortuna Christmas Music Festival with speed limit signs, cones and barricades, A.D.A. parking and signage. Staff helped with several City sponsored, Holiday Season events at the River Lodge, Rohner Park and City Hall, with setting up, taking down and clean up afterwards.

Last but not least, on the vandalism front, someone went through Rohner Park with a pair of bolt cutters. They cut chains from gates, locks and a section of fence around the Conroy Little League field, staff followed up with repairs and replacements.

**Depot Museum**

*(Prepared by Alex Service, Curator)*

December’s visitation total at the Fortuna Depot Museum was 98 people. This is low for our December visitation in recent years. It shows the impact of the recent heavy rains, as well as the fact that this December no major event took place at the museum such as a book-launching or 2014’s 50th anniversary commemorations of the 1964 flood. Recent years’ December visitation totals are: 2014: 230, 2013: 165, 2012: 306, 2011: 186, 2010: 320, 2009: 36 and 2008: 62. In December 2015 we welcomed California visitors from El Cajon, Eureka, Fortuna, Lompoc, Loomis, McKinleyville and Salinas, as well as out-of-state visitors from Arizona, Oregon and Tennessee. Fifteen people attended the Depot Museum’s annual volunteer appreciation reception on December 12. The Relic Accumulators’ Club exhibit on lace and lace-making remained on display through December. The Depot Museum’s holiday season displays, many of which will remain on display through January, have the theme “Christmas at the Star Hotel,” and show glimpses of four moments in the grand old hotel’s history: the New Year celebration of 1877 (probably the first public event held at the hotel); December of 1908, when the hotel’s owner Clarence Kramer had recently passed away; Christmas dinner at the hotel restaurant in 1909; and “Fairyland” at the L. C. Morgan Company store in 1916 (a store that was at the 11th Street corner where Green’s Pharmacy was located in recent years). Also in December the museum featured small seasonal displays of antique Christmas and New Years postcards.

**Fortuna Transit**

*(Prepared by Kathy Rexford, Parks and Recreation)*

Passengers on the Fortuna Transit Bus totaled 742 trips during the month of December. There were 8 new riders that signed up during the month. The lift was used for non-wheelchair riders 42 times and 56 times for wheelchair trips.

We continue with the Eureka shopping trip on the first Tuesday of every month, this has become very popular and the riders are very excited for this every month.

The Fortuna Transit took 10 riders to the Truckers Parade and to look at Christmas lights again this year and it was very much enjoyed by those that went.
We provided bus service again this year for the Christmas Music Festival at the River Lodge. We had a total of 54 riders that enjoyed the free shuttle.

We are in the process of interviewing for the position of Fortuna Transit Dispatch/Office Assistant and hope to have the position filled soon.

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**Sports and Classes**

*(Prepared by Kathy Rexford, Parks and Recreation)*

The Parks and Recreation department continues with sign-ups for Hot Shots Basketball for kindergarten (but age 6 by first game) through 4th grade. The season will start on January 30th. Games will be played on Saturday’s at the Pavilion and Toddy Thomas School.

Adult League Basketball Managers Meeting for January 11th has been moved to January 18th and the league will begin in March.

We will be having Open Recreation Men’s Basketball in the Pavilion on Tuesday and Thursday nights from 7:30 to 9:00pm starting on January 12th. The cost will be $3.00 per person and it will be for age 18 and older.

**Continuous Facility Rentals**

*(Prepared by Kathy Rexford, Parks and Recreation)*

Results Fit Camp continues to hold exercise classes in the Pavilion on Tuesday & Thursdays at 5:30am, 9:00am and 6:00pm, each class lasts one hour.

Pickle-ball continues to have games in the Pavilion on Monday & Wednesday from 9:30am – 12:30pm. The Thursday evening session has stopped until after basketball ends in April. This is open to the public and the cost is $2.00 per session.

Weight Watchers continues their weekly meetings in the Rec Hall to Wednesday’s from 11:45am – 12:45pm.

Scotia School, Redwood Prep, Eel River Community School and New Life Christian School continue having basketball practices in the Pavilion.
Redwood Memorial Hospital has reserved the Rec Hall for numerous classes during the months of January through October of 2016. This will be Paso a Paso Classes which include child birth, car seat safety and breast feeding classes.

**Public Skating ~ Recreation Program**

*(Prepared by Toni Wilson, Recreation Supervisor)*

The Fortuna Skating Rink was open for public skate and private parties in the month of December. There were two public skates on Saturday nights in December with an average attendance of twenty-four. We hosted seventeen private skate parties in December with an average attendance of nineteen at each.

Sign-ups are still under way for our Hot-Shots Youth Basketball Program. Children must be six years of age through the fourth grade to participate. The cost is $35.00 per child and $30.00 for siblings. (The cost includes their tee shirt) Sign-ups end on Friday, January 8th. The program runs six consecutive Saturdays with the first practice/game starting on the 30th of January and ending on March 5th. Games will be held in the Fireman’s Pavilion in Rohner Park and at Toddy Thomas School Gym.

The Winter Break Program was held in the Rec. Hall at Rohner Park. We had an average daily attendance of twenty-eight campers over the break. The kids cooked, skated, did a few art projects and played sports in the gym. Our next break program is President’s Week and will be held February 16th through the 19th. The hours are 7:30am – 5:30 pm and the cost is $25.00 a day or $18.00 for a half day. Sibling discounts are available. Please call the Park Office at 725-7620 if you have any questions or to pre-register your child.

**Community Service**

*(Prepared by Toni Wilson, Recreation Supervisor)*

The Parks & Recreation Department currently has fifteen people signed up to perform Community Service. Community Service workers completed 72.75 hours in the month Of December. The Community Service Work Program is a big part of our success. The workers help with trash pickup and maintenance projects in Rohner and Newburg Parks as well as the Treatment Plant and the River Lodge. Since the program started in 1997, there have been 47,322.00 service hours completed in the City.

**RECOMMENDED COUNCIL ACTION:**

Receive Monthly Parks & Recreation Department Report. Consent Agenda Vote.
DATE: January 18, 2016

TO: Honorable Mayor and Council Members

FROM: William Dobberstein, Chief of Police

THRU: Regan M. Candelario, City Manager

SUBJECT: Police Department Monthly Report for December 2015

STAFF RECOMMENDATION:

Receive report as an informational item.

EXECUTIVE SUMMARY:

The FPD is continuing to diligently enforce the City Camping Municipal Codes to deter illegal campsites on public and private land and we are continuing to work with businesses to deter panhandling and loitering. Officers have been very active in conducting foot patrols in areas where campsites are prevalent, conducting enforcement operations and issuing citations and making arrests for illegal conduct.

The FPD has hired a full-time dispatcher position. Kaitlyn Teasley began her employment on December 29, 2015 and is currently in the Dispatcher Training Program.

Our Records Clerk Dian Tucker retired on December 30, 2015. Dian had been with the FPD since May of 2007. We will miss Dian but wish her the best in retirement.

Chief Dobberstein, Lt. Eberhardt, and Public Works Director Perry, continue to work with the lead architects from LMA architects to provide input for design of the new Police facility to be constructed at 280 12th St. LMA has provided a summary of all discussions and is working on a preliminary design for the police facility. LMA has begun the Schematic Design of the facility.

During the month of December 2015, I was able to present several awards at our semiannual department meeting. The Fortuna Police Department Employee of the Year was Dian Tucker; Officer of the Year was Officer Evan Beechel; Dispatcher of the Year was Shelley Allen and Volunteer of the Year was Enoch Ibarra. I am extremely proud of all of our employees and the contributions they make to this department.

The FPD submitted a grant request to the USDA Rural Development office for the purchase and outfitting of two (2) new patrol units. We will find out if we were awarded this grant in the coming months.
On 12/04/15, Sergeant Hillman gave a safety presentation at Reaching for Independence.

On 12/06/15, Sergeant Hillman and Crime Prevention Specialist Enoch Ibarra participated in a neighborhood watch meeting for the Newell Dr. neighborhood.

Chief Dobberstein attended the December 2015 meeting for the Eel Valley Crime Stoppers.

From 12:01 AM Friday December 18, through Midnight Sunday January 3, 2016 officers representing 10 county law enforcement agencies have arrested 41 individuals for driving under the influence of alcohol or drugs. In 2014/15 60 DUI arrests occurred during the holiday campaign (20 days) and in 2013/14 77 DUI arrests occurred during the same holiday campaign (20 days).

The FPD lead the “Electric Light Parade” and provided traffic control for the event.

During the month of December 2015, the FPD handled 1,585 calls for service, made 75 arrests and issued 32 citations.

The Fortuna Police Department Facebook page now has 2,665 followers.

**RECOMMENDED COUNCIL ACTION:**

DATE: January 18, 2015

TO: Honorable Mayor and Council Members

FROM: Merritt Perry, Public Works Director

THRU: Regan M. Candelario, City Manager

SUBJECT: Public Works Department/ City Engineer Monthly Report for December 2015

STAFF RECOMMENDATION:
Receive report as an informational item.

EXECUTIVE SUMMARY:

Public Works Director/City Engineer

Wastewater Treatment Plant Flood Protection Project
Construction of the Wastewater Treatment Plant Flood Control Project remains in progress. The berm is constructed and the fencing has been placed. The submersible pumps for were installed last December and will be started up in January. Only the outfall pipe from the pump station to Strong’s Creek remains to be completed. We are also considering change orders to incorporate steps into the project to allow access over the new berm to the regular sampling locations.

Jameson Creek Culvert
Temporary repairs were completed to stabilize the Jameson Creek Culvert so that the roadway will not be susceptible to further damage. We received notification that coverage on the Army Corps of Engineers was approved and that our Water Quality Certification was filed. Therefore, no significant permitting hurdles remain. Caltrans is considering whether or not the emergency work and long time culvert replacement is eligible for federal funding, which is uncertain at this time.

Development Review
The Engineering Division continued to assist other departments with engineering support for various projects including inspections of new development projects, review of building permit plans, review of conditional use permits and participation in pre-application meetings to explain requirements to developers in advance of an actual application. Work on the Danco Yarrow Village Project is nearly complete and public works provided several inspection of the work within the City right of ways. This project also included the construction of a small bridge over Hillside Creek to connect the facilities managed by Danco and a trail for public access along Hillside Creek from Rohnerville Road to Fortuna Boulevard.
2015 ATP Cycle 1 Safe Routes to School Project around Toddy Thomas School
The topographic and right of way survey for this project along Ross Hill Road and around Toddy Thomas School was completed by the Consultant in December. Staff is working with the consultant on the refining the design which is anticipated to be completed within the next 2-3 months. The State also allocated the $75,000 of the grant funds budgeted for the non-infrastructure portion of the project in December so the City can proceed with hiring a contractor to develop the education and outreach materials planned for this project. This is a 100% grant funded project with a budget of $917,000 and no City matching funds.

Sustainable Communities Grant – 12th and Kenmar Interchange Reconfiguration
Staff assisted HCAOG with the consultant selection and finalization of the scope of work for this project. A technical advisory committee was formed to direct the project that includes representatives from HCAOG, the County, Caltrans and the City of Fortuna. The kickoff meeting for this project with the advisory committee will be held on January 20th from 3:30-5:00 at the River Lodge. This is not a public meeting, however if any staff or council would like to listen in at the meeting they are welcome to attend. This is a $218,000 grant funded project with approximately $24,000 of City funds that will come from traffic impact fees identified for capacity increasing projects.

12th Street Undergrounding
The City is proceeding with the 12th Street undergrounding project. Staff worked to complete a survey and base map and provide it to PG&E. PG&E is now working on the design of the undergrounding project.

Rohner Creek Flood Control Project Progress
Currently GHD (consulting Engineers) continues working to complete the final design of the Rohner Creek Flood Control Project. The City retained Cal-Fire to start brush and tree removal on the project for the basic clearing that needs to be done. Nursery Services and the Tree Removal portions of the project were both bid in December and are anticipated to be awarded at the beginning of January.

We have received all but three of the permissions needed to construct the project from private landowners and other agencies, and we anticipate receiving the remaining approvals in January. We presented at the FUHS and received the final easements and permissions needed from that entity.

Fisheries Restoration Grant Awards
It appears that the City will be awarded two Fisheries Restoration Program Grants from the California Department of Fish and Wildlife for two ongoing City Projects. Two projects that we applied for were posted on the Department’s award list.

The first is an award for the construction fish passage improvements to the Culvert on Strong’s Creek at Fortuna Boulevard to create a channel within the existing culvert invert to allow for passage of juvenile fish. The amount of this grant is expected to be $736,000 with no required City match.

The second is an award is to complete the design of fish passage improvements at the Rohner Creek Culvert at 12th Street. This project was identified as habitat improvement associated with
the Rohner Creek Flood Control Project and permitted as a part of this project. This grant will provide for the preparation of construction documents to retrofit that culvert to allow fish passage. The total project cost will be $97,085 and will be matched with approximately $39,000 of funds the City has committed to the Rohner Creek Flood Control project, essentially leveraging these funds to act as the match for both projects.

**REMIF Public Works Training**
The Public Works Director, Deputy Director, General Services Superintendent and Chief Plant Operator attended a two day training on 12/7 and 12/8 put on by REMIF to educate public works officials on risk management issues.

**280 12th Street Lease**
Staff is working with State Department of General Services to develop a potential lease of the property to CalFire. This lease could provide revenue to the city until such a time as the property is used for another purpose.

**QSP Training**
The City Engineer, Engineering Technician and General Services Superintendent attended QSP (Qualified Stormwater Practitioner) training in December. This training is necessary for those developing, reviewing and implementing stormwater pollution prevention plans and erosion control plans. The training was in Eureka and occurred on three days.

**Utilities Division**
In the month of December, the water distribution crew fixed two water leaks. One leak was located at Newburg Road and was a 2” schedule 40 PVC pipe. The crew replaced the pipe with schedule 80 2” PVC pipe. The second leak was at School Street and was a 3/4” blue poly pipe. The crew was able to repair it with ¾” black poly pipe. The distribution crew also replaced two angle stops. One was located at 931 Main Street and one on Shields Lane. The Utility Crew also assisted the Parks Department in locating an electrical line running through Newburg Park. The crew read water meters on December 21 and December 22. The distribution crew replaced various water meters that were not working properly with our radio read system. The crew also replaced a fire hydrant on Hill Top that was hit after-hours. Crews cleaned approximately 1875 feet of sewer mains city wide. The water distribution crew also started the city wide hydrant flushing program this month.

There were 135 service calls for the month of December. The crew responded to one sewer plug on Sunnybrook. The plug was cleared and there was no violation.

**Wastewater and Wastewater**

**Wastewater Treatment**
Data is being collected for the monthly report but it has not been submitted yet to the Regional and State Water Boards. There were no violations during the month. Flows through the facility were 67.9 MG with a high flow of 3.847 MG on December 12th. Average flows through the facility were 2.207 MGD.
It’s the time of year when all the annual reports are due so staff has been busy compiling data for the respective reports. The annual WWTP report will be completed in mid January and there are some year-end totals that can already be reported. Average influent flow for the year was 893,000 gallons per day and the average effluent flow was 1,043,000 gallons per day. 128 Dry Metric Tons (DMT) of Class B biosolids were produced. 446 DMT of Class A Compost was generated of which 166 DMT was given away to the public. The Cogeneration Unit was in operation for 306.5 hours during the year, an average of 25.5 hours per month.

**Water Treatment**

29.8 MG were pumped from the wells to the distribution system. Production was up just 2% from November and up 5% from the same time period last year and 8.3% lower than in 2013. The City’s accumulative conservation percentage is sitting at 18.1% since June 1. The City is 5.9% below the mandated goal of 24%. Staff is working on some recommendations that will help us get closer to our goal. While the City may be falling short of the personal goal we are ahead of the State and North Coast region for per capita usage. As of December 1, the City is sitting at 85.6 GPCD while the North Coast region is at 114 GPCD and the State is at 143 GPCD.

There were no conservation violations in the month of December due mostly to the rainy season and people not watering any longer.

All routine coliform tests came back negative.

Annual totals:
In 2015 389.1 MG were produced and treated from the city wells. That is a monthly average of 32.4 MG. July was the highest month at 41.1 MG. August was second highest at 39.8 MG. The lowest month was February at 26.1 MG.

**General Services and Streets**

With over 13 inches of rain in December, Public Works crews spent time cleaning drain inlets, clearing ditches and placing sand and sandbags in accessible locations. Crews continued working with the High Rock CalFire crew clearing vegetation on the Rohner Creek Flood Control project. Public Works crews brought in a chipper, hauled off cut material that was too big for chipping and provided supervision for the High Rock crews. A roofing contractor replaced the leaking roof on the building at 320 Main Street protecting the building and the tenant's property. Facility Maintenance crews cleaned gutters on City buildings to prevent water damage as well as working on a storage area at the Tech Building. Crews repaired lights at the Waste Water Treatment Plant as well replacing the wind sock.

Other work included sign and streetlight maintenance, curb painting, traffic signal maintenance and the citywide street sweeping program.

**RECOMMENDED COUNCIL ACTION:**
Receive Public Works Department Monthly Report. Approve the City’s Reports; By Business Agenda Vote.
DATE: January 18, 2016

TO: Honorable Mayor and Council Members

FROM: Joanna Miranda, Conference Center Manager

THRU: Regan M. Candelario, City Manager

SUBJECT: River Lodge Conference Center and Fortuna Monday Club Monthly Report for December 2015

STAFF RECOMMENDATION:

Receive report as an informational item.

EXECUTIVE SUMMARY:

The River Lodge and Monday Club held a total of 34 events in December. Our weekends consisted of 3 baby showers, a memorial service, 4 annual holiday parties, and a shopping event. We also hosted 3 holiday luncheons and 3 holiday school programs.

The City of Fortuna hosted another great Christmas Music Festival that had an amazing turn out despite the horrible weather.

December proves to be a very busy month for staff and everyone pulled together to make it happen. Pat Kennedy, Dave Terry, Robert Wilson, Alex Wilson and Megan Dalton are always willing to adapt to the many changes and additions that occur with event planning. We also rely a lot on park staff that is very generous and willing to help out when needed.

Sales in the Gallery were $1,192 for the month of December.

RECOMMENDED COUNCIL ACTION:


Attachments:

• Event Calendar for January 2016
### City of Fortuna  
#### River Lodge & Monday Club  
#### Event Schedule

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DATE: January 18, 2016

TO: Honorable Mayor and City Council Members

FROM: Regan M. Candelario, City Manager

SUBJECT: Report of Disbursements

STAFF RECOMMENDATION:

Receive staff report of disbursements that were processed for the City of Fortuna and the Successor Agency (Fortuna Redevelopment Agency) if applicable, as an informational item only.

REPORT OF DISBURSEMENTS:

Disbursements were processed on January 6, 2016 in the following amount(s):

- City of Fortuna $190,875.88

RECOMMENDED COUNCIL ACTION:

Informational Item. Receive report by Consent Agenda Vote

Attachments:

- Disbursements Detail Reports for January 6, 2016
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## City of Fortuna

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<td>NICOLE &amp; JASON SCHERDT</td>
<td>78.83</td>
<td>.00</td>
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<td>MQ CUSTOMER REFUND FOR SC</td>
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<td>19.11</td>
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**Cash Account Total:** 190875.88

**Total Disbursements:** 190875.88
DATE: January 18, 2016

TO: Honorable Mayor and Council Members

FROM: Siana L. Emmons, Executive Assistant
       Linda McGill, City Clerk/Human Resources Manager

THRU: Regan Candelario, City Manager

SUBJECT: Consider approval of Budget Adjustment for Additional Funding for Planning Commission Televised Meetings

STAFF RECOMMENDATION:

That the City Council accepts and adopts the following budget amendment:

**Adopted Fiscal Year 15-16 Budget:**

<table>
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<tr>
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<th>Description</th>
<th>Amount</th>
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<tr>
<td>120-7600-500</td>
<td>Televised Meeting Costs</td>
<td>$1,200</td>
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**Requested Adjustment Amount:**

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<tr>
<td>120-7600-5000</td>
<td>Televised Meeting Costs</td>
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**Total 2015/16 Allocation:**

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<tr>
<td>120-7600-5000</td>
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EXECUTIVE SUMMARY:

The current Community Development Planning Commission funds are budgeted at $1,200. Due to the number of Planning Commission meetings compared to the previous year, the cost of televising the public meetings has surpassed the current allotted budget.

The current televised meeting expense is at 95% of the budgeted amount (Attachment A). The adjusted amount requested is based on a calculation of the average cost to date multiplied by the number of potential meetings remaining for Fiscal year 2015/16 ending June 30.

FINANCIAL IMPACT

The financial impact to the City will be $1,100 from the General Fund reserves.

RECOMMENDED CITY COUNCIL ACTION:

Approve the budget adjustment of an additional $1,100.00 for Planning Commission Televised Meeting Costs. Consent Agenda Vote.

Attachment A: Televised Meeting Cost Spreadsheet
Attachment A


<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice Date</th>
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<td>12/31/2015</td>
<td>1/6/2016</td>
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<td>995</td>
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Total

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<tr>
<td></td>
<td>1,142.39</td>
<td>1,142.39</td>
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<tr>
<td></td>
<td>95%</td>
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STAFF REPORT
City Council Consent Calendar Agenda Item

DATE: January 18, 2016

TO: Honorable Mayor and City Council Members

FROM: Linda McGill, City Clerk/Human Resources Manager

THRU: Regan M. Candelario, City Manager

CC: Dave Tranberg, City Attorney

SUBJECT: Authorization to Destroy Files; Resolution 2016-03.

STAFF RECOMMENDATION:
Authorize destruction of specific files by Consent Calendar approval of Resolution 2016-03.

SUMMARY:
The annual review of City files has resulted in the attached lists of files selected for destruction. Files selected for destruction meet the criteria according to California Government Code Section 34090 and City of Fortuna Records Retention Policy, dated March 2001.

State law provides that these records may be destroyed with the approval of the City Council by resolution and the written consent of the City Attorney. A copy of this staff report was sent to the City Attorney for review and approval.

File destruction information was provided by the following departments, and a list of City records scheduled for destruction is attached:

- City Manager/City Clerk
- Finance
- Parks and Recreation – No records at this time
- Police
- River Lodge - No records at this time
- Public Works
- Community Development – No records at this time

RECOMMENDED COUNCIL ACTION:
Adopt Resolution 2016-03 by approval of consent calendar.
RESOLUTION NO 2016-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORTUNA
AUTHORIZING THE DESTRUCTION OF RECORDS

WHEREAS, the City of Fortuna staff has determined that certain records are no longer needed for the operation of business, nor required by statute; and

WHEREAS, California Government Code 34090 authorizes the destruction of City records upon approval of the City Council by resolution and written approval by the City Attorney.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Fortuna hereby declares the attached City records to be no longer needed and may therefore be destroyed; and

BE IT FURTHER RESOLVED that the City Attorney of the City of Fortuna hereby approves the destruction of the attached City records.

PASSED AND ADOPTED, on the 18th day of January 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

______________________________  ______________________________
David Tranberg, City Attorney        Sue Long, Mayor

ATTEST:

______________________________
Linda McGill CMC, City Clerk
<table>
<thead>
<tr>
<th>Gen Section</th>
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<th>Title</th>
<th>Destruction Year</th>
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<td>Policy</td>
<td>LIABILITY POLICY</td>
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<tr>
<td>Risk Mngt</td>
<td>Policy</td>
<td>AIRCRAFT NON-OWNERSHIP POLICY</td>
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<td>SURPLUS EQUIPMENT</td>
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<td>AUGUST, DEBI (COVENANT NOT TO SUE)</td>
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<td>Storm Water Management Program</td>
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<td>ERRORS &amp; OMMISSIONS</td>
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<td>SWAT</td>
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<td>SWIMMING POOLS</td>
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Linda McGill, City Clerk

Regan M. Candelario, City Manager
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<td>Drinking Water Coliform Tests</td>
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<td>2000</td>
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<tr>
<td>Wastewater Coliform Tests</td>
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<tr>
<td>City of Ferndale Lab Documents</td>
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<td>Parmillano Cheese Lab Documents</td>
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<tr>
<td>Lab Equipment Temperatures</td>
<td>2002</td>
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<td>Lab Sample Composite Sheets</td>
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<td>Hydsville Lab Documents</td>
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<td>Mill Creek Water Co. Lab Documents</td>
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<td>Myers Flat Lab Documents</td>
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<tr>
<td>Weott Lab Documents</td>
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I hereby request the City Council's permission to destroy the above files.

Merritt Berry
REQUEST FOR CONSIDERATION OF RECORDS FOR DESTRUCTION
BY THE FORTUNA POLICE DEPARTMENT
January, 2016

TYPES OF RECORDS

POLICE REPORTS (CASES) -2008
(EXCLUDING MAJOR FELONIES, CHILD ABUSE, & DOMESTIC VIOLENCE)

TRAFFIC CITATIONS – 2009

ALL INTERNAL INVESTIGATIONS -2009

PERSONNEL, TRAINING AND BACKGROUND FILES - 2010

YEARLY LOGS (ARREST, SHIFT LOGS, DETENTION LOGS) - 2010

911 COMPUTER LOGS - 2013

RUOK COMPUTER LOGS – 2013

OVERTIME SLIPS – 2014

COLLEGE OF THE REDWOODS DELIQUENT NOTICES -2013

VACATION HOUSE CHECKS - 2014

RECEIPT BOOKS – 2008

LIVESCAN FORMS- 2013

TOTAL STORAGE BOXES INVOLVED = APPROX. 25 STANDARD STORAGE BOXES

Reviewed By:

William Dobberstein, COP

Robin Paul, Office Supervisor
The following Finance Department records are submitted for destruction:

For FY 2008-2009:
- Cancelled and Voided Accounts Payable Checks
- Cancelled and Voided Payroll Checks

For FY 2009-2010:
- Absentee memos
- Bank Deposit Books
- Cash Receipt Books
- Cash Receipts
- Cash Receipts by Detail
- Check Copies
- Deposit Receipt
- Books Invoice Entry
- Detail
- Open Payables
- Payroll Detail
- Payroll Employee Balance Reports
- Payroll Posting
- Purchase Order
- Copies Requisition Books
- Vendor Files, A-Z
- Vendor List
- Warrant Register
- Warrant Register by Fund

For FY 2011-2012:
- Accounts Receivable Function
- Adjustment Register
- Area Report Register
- Closing Bill Register
- Delinquent Reports
- Register Open Receivable Register
- Reminder Notice Register
- Water and Sewer Billing
- Register Water and Sewer
- Service Call Books
- Water Deposit Listing

Reviewed by: Alice Rye – Payroll/Benefits Administrator

Approved by: Marie Essig – Finance Director
The following Finance Department records are submitted for destruction:

For FY 2007-2008:
- Cancelled and Voided Accounts Payable Checks
- Cancelled and Voided Payroll Checks

For FY 2008-2009:
- Absentee memos
- Bank Deposit Books
- Cash Receipt Books
- Cash Receipts
- Cash Receipts by Detail
- Check Copies
- Deposit Receipt
- Books Invoice Entry
- Detail
- Open Payables
- Payroll Detail
- Payroll Employee Balance Reports
- Payroll Posting
- Purchase Order
- Copies Requisition
- Books
- Vendor Files, A-Z
- Vendor List
- Warrant Register
- Warrant Register by Fund

For FY 2010-2011:
- Accounts Receivable Function
- Adjustment Register
- Area Report Register
- Closing Bill Register
- Delinquent Reports
- Register Open Receivable
- Register
- Reminder Notice Register
- Water and Sewer Billing
- Register Water and Sewer
- Service Call Books
- Water Deposit Listing

Reviewed by: Alice Rye - Payroll/Benefits Administrator

Approved by: Marie Essig - Finance Director
DATE: January 18, 2016

TO: Honorable Mayor and Council Members

FROM: Regan M. Candelario, City Manager

SUBJECT: Approve a Memorandum of Understanding (MOU) between the County of Humboldt and the City of Fortuna to provide Housing Program Services. Resolution 2016-01

STAFF RECOMMENDATION:
Adopt Resolution 2016-01 approving the Memorandum of Understanding (MOU) between the County of Humboldt (County) and the City of Fortuna (City) to provide Housing Program Services for the City.

BACKGROUND:
The primary objective of the CDBG Program, as set forth by Congress, is “the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.”

The City has demands for these services such as current loan recipients who have had a change in income, family member wishes to assume the loan, or the loan recipient passes away. The City has also had several members of our community who have made inquiries into what our City offers, but Finance does not have the staff to perform the needed qualification and background checks.

EXECUTIVE SUMMARY:
The City of Fortuna originally entered into an MOU with the County for these services in April of 2013, which was approved by Resolution 2013-09.

By adopting Resolution 2016-01 the City Council will be renewing the MOU to continue with the services currently being provided

FINANCIAL IMPACT:
The funds will be used only for projects within the City of Fortuna, so as the County qualifies Fortuna residents, or Fortuna businesses owners for Housing Rehab and Business Improvement loans, the City will remit payment from its cash reserves held in its program income funds. This would occur over an indefinite period until these funds are depleted. The administrative charges will be paid from the same funds. There is no financial impact on our General Fund.

RECOMMENDED CITY COUNCIL ACTION:

1. Receive staff presentation and review Council questions with staff
2. Open public comment
4. Motion to adopt City Council Resolution 2016-01. Voice vote.

Attachments:
1. City Council Resolution 2016-01; A Resolution of The City of Fortuna Approving the Memorandum of Understanding between the County of Humboldt and the City of Fortuna to provide Housing Program services.
2. Attachment A: Memorandum of Understanding between the County of Humboldt and the City of Fortuna to provide Housing program services.
RESOLUTION 2016-01

A RESOLUTION OF THE CITY OF FORTUNA APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HUMBOLDT AND THE CITY OF FORTUNA

WHEREAS, the City of Fortuna (City) previously used the services of Redwood Community Action Agency (RCAA) to manage and oversee their California Housing and Community Development (HCD) Housing Programs and RCAA no longer wished to perform this service for the City; and

WHEREAS, the County of Humboldt (County) currently operates its own HCD Housing Programs in the unincorporated areas of the County; and

WHEREAS, the City has occasionally consulted with the County staff regarding the City’s annual monitoring and reporting obligations required by HCD for its HCD-funded multi-family housing; and

WHEREAS, the City has occasionally consulted with the County staff on general questions related to HCD funded programs and projects; and

WHEREAS, the HCD regulations permit the City to contract with other governmental entities, such as another city or county to operate their HCD Housing programs; and

WHEREAS, the City has the funding to operate the City’s HCD Housing Programs; and

WHEREAS, the Parties desire to continue with an Agreement to have the City pay the County to manage the HCD Housing Programs for the City; and

NOW THEREFORE, THE CITY OF FORTUNA HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Recitals set forth above are true and correct, and are incorporated herein by reference.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

BE IT FURTHER RESOLVED The City Manager or his designee is authorized to take all actions necessary to implement this Resolution.

PASSED AND ADOPTED by the City Council of the City of Fortuna on January 18, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_______________________________
Sue Long, Mayor

ATTEST:

________________________
Linda McGill, City Clerk
ATTACHMENT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HUMBOLDT & THE CITY OF FORTUNA TO PROVIDE ASSISTANCE ADMINISTERING CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT (HCD) HOUSING PROGRAMS

This Agreement is made and entered into this ____ day of __________________ 2016, by and between the County of Humboldt, a political subdivision of the State of California, herein referred to as “HUMBOLDT” and the City of Fortuna, a charter city, herein referred to as “CITY” and collectively referred to as the “PARTIES.”

WHEREAS, on January 1, 2013, CITY and COUNTY agreed COUNTY would manage and oversee CITY’s California Housing and Community Development (HCD) HOME and CDBG Housing Programs and COUNTY has been doing so since that time; and

WHEREAS, the PARTIES desire to continue this Agreement and to expand it to allow for COUNTY management of CITY’s Development Block Grant (CDBG) Community and Economic projects and programs, both of which are part of CITY’s HCD programs; and

WHEREAS, the HCD regulations permit the CITY to contract with other governmental entities, such as a city or county, to operate their HCD Programs; and

WHEREAS, the CITY has funding to pay the COUNTY to administer the CITY’s HCD programs and projects; and

WHEREAS, the PARTIES now desire to enter into this Agreement to have the CITY pay the COUNTY to manage the HOME and CDBG Housing Programs and the CDBG Community and Economic projects and programs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. COUNTY agrees to monitor CITY’s HCD funded multi-family housing complexes, operate the HCD funded housing programs, and answer general questions regarding the CITY programs as outlined in the Scope of Services in Attachment A, which is incorporated herein by reference.

2. CITY shall compensate COUNTY for all services performed pursuant to this Agreement.
   a. Compensation shall be billed at a burdened hourly rate. The burdened rate includes salaries and benefits. Burden rates are subject to change. The current rate of the primary staff member assigned to this task is $72.36. From time to time other staff may be assigned and their rates vary from $37.00 to $57.00.
   b. Travel shall be reimbursed at the County prevailing rate, which is currently .575/mile.
   c. COUNTY will provide CITY with a detailed billing invoice no less than quarterly setting forth both the hours expended and the travel expenses incurred pursuant to this Agreement. CITY shall thereafter pay COUNTY the amount as stated in the billing statement within thirty (30) days of submission of such statement to the CITY.

3. The two staff members who will be performing this contract on behalf of the COUNTY and the CITY are listed below. In the event one of these individuals leaves their employment or changes jobs within the COUNTY or CITY, the PARTIES shall notify each other of this fact within ten (10) working days.

Business Agenda Item A
Page 3 of 7
4. Term of Agreement: This agreement shall commence upon the signatures of both parties, and shall terminate December 31, 2018. Early termination of the Contract may be effectuated by written notice from the County, without the need for action or ratification by the Humboldt County Board of Supervisors, upon twenty (20) days written notice of such termination. Early termination of the Contract may also be effectuated by written notice from the City of Fortuna, without need for action or ratification by the Fortuna City Council, upon twenty (20) days written notice of such termination.

5. Any notice required to be given pursuant to the terms and provisions herein shall be sent by First Class Mail, return receipt requested to the following addresses and shall be deemed received when placed in the stream of mail:

<table>
<thead>
<tr>
<th>County of Humboldt</th>
<th>City of Fortuna</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economic Development Coordinator</td>
<td>City Manager</td>
</tr>
<tr>
<td>520 E Street</td>
<td>621 11th Street</td>
</tr>
<tr>
<td>Eureka, CA 95501</td>
<td>Fortuna, CA 95540</td>
</tr>
</tbody>
</table>

6. The COUNTY and the CITY are separate political agencies, County being a subdivision of the State of California and City being a municipal corporation, and as such, they are independent contractors with respect to each other. This agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Nothing in this agreement shall be construed to create an employment relationship between CITY and any employee of COUNTY, or between COUNTY and any employee of CITY. Each party shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Neither party's employees shall be entitled to any employee benefits from the other party.

7. CITY shall hold harmless, defend and indemnify COUNTY and its board of Supervisors, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with COUNTY’s performance hereunder or its failure to comply with any of its obligations in this MOU, except such loss or damage as was caused by the sole negligence or willful misconduct of COUNTY.

8. COUNTY shall hold harmless, defend and indemnify CITY and its City Counsel, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CITY’s performance hereunder or its failure to comply with any of its obligations in this MOU, except such loss or damage as was caused by the sole negligence or willful misconduct of CITY.

9. CITY certifies by its signature below that CITY is not a Nuclear Weapons Contractor, in that CITY is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CITY agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CITY becomes a nuclear weapons contractor.

10. This agreement shall constitute the entire agreement between the PARTIES relating to the subject
matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this agreement are hereby ratified.

11. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the PARTIES.

12. This agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this __________day of __________________, 2016:

COUNTY OF HUMBOLDT                                      CITY OF FORTUNA

By_________________                                                  By___________________
Mark Lovelace                                                  Regan M. Candelario
Chair                                                        City Manager
Humboldt County Board of Supervisors                          City of Fortuna
ATTACHMENT A

SCOPE OF SERVICES

A. HCD-HOME Annual HOME Program Multi-Family Housing Monitoring

1. COUNTY shall correspond with property managers and the State of California on an annual basis on behalf of CITY with respect to all HCD sponsored properties located within the City of Fortuna.

2. COUNTY shall conduct on-site Inspections of minimum number of units as required by HOME and the recorded Regulatory Agreements.

3. COUNTY shall conduct file audits of minimum number of units as required by HOME and the recorded Regulatory Agreements.

4. COUNTY shall summarize all correspondence and send to CITY for its records.

B. HCD Project Management for CDBG Architectural Barrier Removal Projects

1. COUNTY shall handle administrative tasks and be primary contact with HCD staff for Architectural Barrier Removal Projects.

2. CITY will prepare bid, award, and manage contract with Contractor.

3. COUNTY will conduct prevailing wage monitoring.

C. HCD Program Management for CITY CDBG Programs

1. Business Assistance Loans
   a. COUNTY shall assist CITY to issue a Request for Proposals for an underwriter.
   b. CITY shall sign and record loan documents.
   c. COUNTY shall work with underwriter to prepare and submit CDBG Reports.

2. Micro-Enterprise Loans
   a. COUNTY shall income certify new participants.
   b. COUNTY shall prepare underwriting summaries and loan documents for submission to CITY.
   c. CITY shall sign and record loan documents.

3. First Time Homebuyer Loans
   a. COUNTY shall income certify new participants.
   b. COUNTY shall prepare underwriting summaries and loan documents for submission to CITY.
   c. CITY shall sign and record loan documents.

4. Owner-Occupied Rehabilitation (OOR) Loans
   a. COUNTY shall income certify new participants.
   b. COUNTY shall prepare underwriting summaries and loan documents for submission to CITY.
   c. CITY shall sign and record loan documents.
   a. COUNTY shall conduct initial and follow-up on-site inspections.
   b. COUNTY shall prepare bid documents and solicit bids on behalf of the OOR participants.
   c. COUNTY, in conjunction with participants, shall approve the contractor invoices and submit to CITY for payment. CITY shall make payments directly to contractors.
B. General Administrative Tasks

1. COUNTY shall answer general questions and assist the CITY with interpreting HCD regulations.

2. COUNTY shall assist CITY with HCD correspondence and Reports.

3. COUNTY shall submit completed files to CITY for its permanent record.

4. COUNTY and CITY shall work together to ensure State and Federal requirements are met. If the COUNTY becomes aware of any compliance problems staff will summarize the issues and submit a recommended course of action to CITY.
DATE: January 18, 2016

TO: Honorable Mayor and Council Members

FROM: Regan Candelario, City Manager

SUBJECT: Public Hearing: Approve Use of Community Development Block Grant (CDBG) Program Income Funds for Removal of Architectural Barriers for Improved Access to Fortuna City Hall; Resolution 2016-02

STAFF RECOMMENDATION:
Adopt Resolution 2016-02 approving use of CDBG Program Income Funds for removal of Architectural Barriers for Improved Access to Fortuna City Hall.

EXECUTIVE SUMMARY:
In November 2015, the City Council affirmed their desire to spend Community Development Block Grant (CDBG) funds on a qualified project. At that time it was mentioned that architectural barrier removal is a qualified activity.

The City has been working on getting the parking lot, including egresses and ingresses, and the entrance to City Hall redone. This project (CIP 9493) has been designed to remove the architectural barriers and be rebuilt with improved mobility access in mind.

In order to use CDBG funds the City must get a Program Income Waiver. The Program Income Waiver Request must be submitted with a Resolution outlining the amount of funds of Program Income funds being used and the amount of other funds being committed to the project. The balance of the ineligible funds will come from the Capital Improvement Program. It must also name who is authorized to act on behalf of the City for this project.

The discussion must be held at a duly noticed public hearing to get input on the chosen project, and the use of program income for that project. This meeting has been duly noticed.

FINANCIAL IMPACT:
The project amount of $164,700 will come directly from the City’s CDBG Program Income funds and the remaining $29,300 will come from the General Fund Reserves. A budget adjustment request for this CIP project will be brought back at a future date.

RECOMMENDED COUNCIL ACTION:
1. Receive staff oral and visual presentation and review Council questions with staff
2. Open Public Hearing
3. Close Public Hearing
4. Motion to adopt Resolution 2016-02 and read by title only; Roll call vote

Attachments:
1. Resolution 2016-02: A Resolution Of The City Council Of The City Of Fortuna Approving Use Of Community Development Block Grant (CDBG) Program Income Funds For Removal Of Architectural Barriers For Improved Access To Fortuna City Hall; Authorization For City Manager To Sign Contracts To Carry Out Activity.
2. Special Condition Waiver Request
3. Cost Estimate
4. CIP 9493 Project Plans
RESOLUTION 2016-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORTUNA APPROVING USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM INCOME FUNDS FOR REMOVAL OF ARCHITECTURAL BARRIERS FOR IMPROVED ACCESS TO FORTUNA CITY HALL; AUTHORIZATION FOR CITY MANAGER TO SIGN CONTRACTS TO CARRY OUT ACTIVITY.

WHEREAS, the City Council wishes to make Fortuna City Hall more handicapped accessible by removing architectural barriers at City Hall; and

WHEREAS, the City Council understands that the City of Fortuna occasionally receives repayment of loans originally made with CDBG funds and that these funds then become program income funds; and

WHEREAS, the City Council understands that the City of Fortuna can request to use program income funds on a CDBG eligible activity; and

WHEREAS, the City Council reviewed the City Hall architectural barrier removal project (CIP 9493) and determined it to be an eligible use of funds; and

WHEREAS, the City Council anticipates the total project to cost approximately $194,000; and

WHEREAS, the City Council wishes to charge all eligible architectural barrier costs to Program Income, approximately $164,700; and

WHEREAS, the City Council wishes to charge all ineligible architectural barrier costs, approximately $29,300, to another source of funds; and

WHEREAS, the City Council has determined that this public hearing serves to meet the federal participation requirements.

NOW, THEREFORE, BE IT RESOLVED, the City Council approves the submission of a Program Income Waiver request to the State of California Community Development Block Grant Program in the amount of $164,700 as set forth in the recitals;

BE IT FURTHER RESOLVED, the City Council hereby authorizes and directs the City Manager to act on the City’s behalf in all matters pertaining to this request.

BE IT FURTHER RESOLVED, if the program income request is approved, the City Manager is hereby authorized to enter into an agreement and any subsequent amendments with the State of California for purposes of this waiver.

BE IT FURTHER RESOLVED, if the waiver is approved, the City Manager, or designee, is hereby authorized to sign contracts to carry out the program income waiver activities.

PASSED AND ADOPTED, on the 18th day of January 2016, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  
APPROVED:  

Sue Long, Mayor

ATTEST:

Linda McGill CMC, City Clerk
### CDBG PROGRAM INCOME FUNDED WAIVER REQUEST – PROJECT –

**GRANTEE:** City of Fortuna  
**CONTACT PERSON:** Paula Mushrush  
**PHONE:** 707-268-3798  
**EMAIL:** pmushrush@co.humboldt.ca.us

**DATE SUBMITTED BY JURISDICTION:**  
**CDBG REPRESENTATIVE:** Max Emami

1. **INDICATE CDBG ACTIVITY and MATRIX CODE TO BE FUNDED AS A SUPPLEMENTAL ACTIVITY:**

   - **Activity:**  
   - **Matrix Code:**  

   Contract(s) this activity is to be added to: None, this is a Program Income Project

2. **INDICATE PROJECT FUNDING SOURCES:**

   - **A. TOTAL PROJECT COST:** $194,000
   - **B. TOTAL CDBG FUNDS NEEDED:** $164,700
   - **C. TOTAL NON-CDBG FUNDING COMMITTED:** $29,300 – this is for the ineligible portion.  
     Sources of Other Committed Funding: (Indicate each funding source.)  
     (i) City of Fortuna General Fund  
     (ii)  
   - **D. TOTAL OTHER FUNDING NEEDED (is there a gap?):** $0

   Comments: There is no gap, there has been a contingency built into the budget and if there are changes the City will cover the difference

3. **ACTIVITY DESCRIPTION: (Be sure to fully answer A. and B. below.)**

   - **A. INDICATE ADDRESS OR LOCATION (IF INFRASTRUCTURE) OF PROJECT:**  
     621 11\(^{th}\) Street, Fortuna CA 95540

   - **B. PROPOSED PROJECT: (Aggregated Scope of Work for entire project.)**
     Architectural Barrier Removal Project: Improvement to the parking lot, including egresses and ingresses, and the entrance to City Hall, including the Police Station and City hall. The project has been designed to remove the architectural barriers and be rebuilt with improved mobility access.

   - **C. SCOPE OF WORK FOR CDBG FUNDING:**
     Demolition of existing parking and walkway area to remove architectural barriers to the City Hall. After barriers are removed, rebuild, including better access for the mobility impaired. Landscaping, signs and striping will be paid for out of City funds.

   - **D. TIMELINE OF PROPOSED PROJECT:**
     Break ground in spring after the rains, estimated to be on or before June 1, 2016. Project will be completed by fall rains, estimated to be October 1, 2016.
**JURISDICTION:** City of Fortuna

<table>
<thead>
<tr>
<th>4. ELIGIBILITY:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. NATIONAL OBJECTIVE:</strong></td>
</tr>
<tr>
<td>1) □ Low/Moderate Area <em>(LMA)</em></td>
</tr>
<tr>
<td>2) □ Low/Mod Housing <em>(LMH)</em></td>
</tr>
<tr>
<td>3) ☒ Low/Mod Clientele <em>(LMC)</em></td>
</tr>
</tbody>
</table>

**B. HUD LOW/MOD BENEFIT:**
National Objective must be met by either:
1) Beneficiaries meeting income restriction;
2) Beneficiaries being members of a Limited Clientele; or,
3) Service area being primarily Low/Mod individuals (>51%).

Check the box that describes how this Project will meet the National Objective, and describe the details requested.

- [ ] Area Benefit:
  - Low/Mod %: _____
  - [ ] Based on HUD Low/Mod Data
  - [ ] Based on Income Survey
  - (Prior Department approval is required for submission of this form)

- [ ] Jurisdiction-Wide
- [ ] Service Area

- [ ] Income Restricted *(Public Improvements in Support of Housing Only)*

- ☒ Limited Clientele: *(Public Facility Only)*
  - List Type(s) of Limited Clientele: Disabled

Explain Benefit in Activity: Access to City Hall, including Police Station and City Hall Chambers.

- [ ] Entire Jurisdiction

- [ ] Service Area(s):

Describe Service Area of Project: _____

This includes Census Tract/Block groups as identified on map of Fortuna

**CITIZEN PARTICIPATION:**

No CDBG Project can be approved without the required Citizen Participation being completed.

Indicate the status of each of the following:

- Public Notice: ☒ Completed
- [ ] Not Completed

Comments:

Resolution of the Governing Body (Authorizing submittal of Supplemental Request, designating the Authorized Representative)

- [ ] Completed
- ☒ Not Completed

Comments: This is schedule to go before Council on February 1, 2016.
On behalf of the City/County of: Fortuna I submit this CDBG Program Income Waiver Request and understand that, upon approval, the need to clear all applicable General and Special Conditions, which includes meeting all applicable federal overlay requirements. I understand the City/County of: Fortuna cannot incur costs until prior written Department approval is given.

Authorized Representative Signature: ______________________________________________________

Date:

Print Name and Title of Authorized Signer:
Regan Candelario

Print Name of Preparer: Paula Mushrush Date: January 22, 2016

Additional Comments: _____

FOR USE BY CDBG PROGRAM ONLY

JURISDICTION: ______________________________________________________________

6. ACTIVITY APPROVAL:

☐ APPROVED

☐ APPROVED WITH SPECIAL CONDITIONS:

____________________________________________________________________________________

Activity Eligibility 105(a): _____________________________________________________________

☐ NOT APPROVED Date: ______________________________________________________________

7. REASONS FOR NOT APPROVING:

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

CDBG Representative: __________________________________________ Date: ________________

CDBG Program Manager: ____________________________ Date: ________________

CDBG Section Chief: ____________________________ Date: ________________
**Agency:** City of Fortuna  
**Project Name:** City Hall Parking Lot Barrier Removal Project  
**Project Location:** Fortuna, CA  
**Date of Estimate:** December 3, 2015

### CDBG Eligible Items

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<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<tr>
<td>1</td>
<td>Mobilization/Demobilization</td>
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<td>LS</td>
<td>$10,000</td>
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<td>3</td>
<td>Construction Staking</td>
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<td>LS</td>
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<td>4</td>
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<td>5</td>
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<td>LS</td>
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<td>6</td>
<td>Downspout Connections, Storm Drain Cleanout and Storm Drain Pipe</td>
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<td>LS</td>
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<td>$10,000</td>
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<tr>
<td>12</td>
<td>Minor Concrete - Vehicular Concrete Paving</td>
<td>730</td>
<td>SF</td>
<td>$14</td>
<td>$10,220</td>
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<tr>
<td>13</td>
<td>Minor Concrete - Pedestrian Concrete Paving</td>
<td>2,370</td>
<td>SF</td>
<td>$10</td>
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<tr>
<td>14</td>
<td>Minor Concrete - Driveway</td>
<td>250</td>
<td>SF</td>
<td>$14</td>
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<tr>
<td>15</td>
<td>Hot Mix Asphalt (Type A)</td>
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<td>TON</td>
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<tr>
<td>16</td>
<td>Galvanized Steel Hand Railing</td>
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<td>SF</td>
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<tr>
<td>18</td>
<td>Bollards - Fixed</td>
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<td>19</td>
<td>Bollards - Removable</td>
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<td>Bollards - Fixed, Lighted</td>
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<td>21</td>
<td>Reinstall Miscellaneous Fixtures</td>
<td>1</td>
<td>LS</td>
<td>$2,000</td>
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Subtotal (CDBG Eligible Items) $143,170  
Estimating Contingency (15%) $21,476  
Total Opinion of Probable Construction Cost (CDBG Eligible Items) $164,700

### Non-CDBG Eligible Items (to be paid for by City)

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<tr>
<td>22</td>
<td>Curb Paint (Double Coat)</td>
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<td>LF</td>
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<td>4-inch Thermoplastic Traffic Stripe</td>
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Subtotal (Non-CDBG Eligible Items) $25,400  
Estimating Contingency (15%) $3,810  
Total Opinion of Probable Construction Cost (Non-CDBG Eligible Items) $29,300

Total Opinion of Probable Construction Cost (CDBG Eligible and Non-CDBG Eligible Items) $194,000
FORTUNA CITY HALL PARKING LOT
ACCESSIBILITY & STORMWATER PROJECT
JULY 2014

PREPARED BY
GHD

AREA MAP

LOCATION MAP

APPROVALS

CITY OF FORTUNA
REGAN M. CANDELARIO,
CITY MANAGER/PUBLIC WORKS DIRECTOR
SIGNED DATE

KEVIN CARTER,
ENGINEERING DIVISION
SIGNED DATE

GARY GOADE,
BUILDING OFFICIAL
SIGNED DATE

MERRITT PERRY,
CITY ENGINEER
SIGNED DATE

US POSTAL SERVICE
POSTMASTER
SIGNED DATE

ENGINEER: GHD Inc.
JOSH WOLF, PE

SHEET INDEX

<table>
<thead>
<tr>
<th>SHEET NO.</th>
<th>DRAWING NO.</th>
<th>DESCRIPTION</th>
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</thead>
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<td>G-001</td>
<td>COVER SHEET</td>
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<tr>
<td>2</td>
<td>G-002</td>
<td>GENERAL NOTES, SYMBOLS &amp; ABBREVIATIONS</td>
</tr>
<tr>
<td>3</td>
<td>C-101</td>
<td>EXISTING CONDITIONS</td>
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<tr>
<td>4</td>
<td>C-102</td>
<td>DEMOLITION PLAN</td>
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<td>5</td>
<td>C-103</td>
<td>SITE PLAN</td>
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<td>6</td>
<td>C-104</td>
<td>GRADING PLAN</td>
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<tr>
<td>7</td>
<td>C-001</td>
<td>CONSTRUCTION DETAILS</td>
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<td>C-006</td>
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<tr>
<td>13</td>
<td>L-101</td>
<td>LANDSCAPING PLANS &amp; DETAILS</td>
</tr>
</tbody>
</table>

Note: * indicates signatures on original issue of drawing or last revision of drawing

Plot Date: Cad File No: 9 July 2014 - 2:37 PM G:\01054 City of Fortuna\8410751 FortunaCityEngServices\04-Technical Work\04 Roads and Trails\Task 03_City Hall Parking Lot Design\City Hall LID\Sheets\8410751_01-02_G001_G002.dwg

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THIS BAR IS ONE INCH LONG ON ORIGINAL DRAWING.
THE PROPERTY LINES OF THE SUBJECT PARCEL ARE NOT SHOWN ON THESE PLANS. ALL WORK IS TO BE CONFORM TO HARD SURFACES WHERE SHOWN, CONSTRUCT THE PROPOSED FACILITIES TO THE SLOPES SHOWN, THEN TAPER TO CONFORM TO EXISTING FACILITIES, AS SHOWN ON THE PLANS. WHERE SHOWN FLAT GRADE INFORMATION, FRESH GRADE ELEVATIONS SHALL PREVAIL.

THE CONTRACTOR SHALL CONTACT THE CITY OF FORTUNA PRIOR TO THE START OF WORK. THE LOCATIONS OF UNDERGROUND UTILITIES ARE NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL CONFIRM ALL DIMENSIONS, ELEVATIONS, AND QUANTITIES PRIOR TO THE START OF WORK. THE CONTRACT IS TO NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 1-800-642-2444 A MINIMUM OF 48 HOURS PRIOR TO STARTING WORK. ANY CHANGES TO THESE PLANS ARE TO RECEIVE PRIOR APPROVAL OF THE CITY ENGINEER. CONTRACTOR SHALL VERIFY ALL STATIONS, LOCATIONS, ELEVATIONS, AND SLOPES PRIOR TO STARTING CONSTRUCTION. ANY DISCREPANCIES SHALL BE IMMEDIATELY CALLED TO THE ENGINEER'S ATTENTION.

THE CONTRACTOR SHALL VERIFY ALL EXISTING SURFACES (ASM, ASPHALT PAVEMENT, BASE MATERIAL, ROCKS, STUMPS, ROOTS, LIMBS, ETC.) TO AN APPROVED DISPOSAL SITE. ANY IMPACTS TO THE ENVIRONMENT (ADJACENT, SUSCEPTIBLE TO EROSION DURING RAIN EVENTS, UNANTICIPATED FIELD CONDITIONS, VARIATIONS MAY BE MADE TO THE PLAN IN THE FIELD SUBJECT TO THE RESPECTIVE BMP FACT SHEET UNTIL DISTURBED AREAS ARE STABILIZED.) WITH HYDROSEED BY CONTRACTOR AND TEMPORARY SEDIMENT CONTROL MEASURES SHALL BE REMOVED AS DIRECTED.

SUFFICIENT PROVISION CONTROL SUPPLIES SHALL BE AVAILABLE ON SITE AT ALL TIMES TO DEAL WITH AREAS SUSCEPTIBLE TO EROSION DURING RAIN EVENTS.

MINIMIZE DISTURBANCE OF EXISTING VEGETATION TO THAT NECESSARY TO COMPLETE THE WORK.

APPROPRIATE STORAGE AND DISPOSAL OF WATER FROM DEWATERING OPERATIONS SHALL BE EXERCISED. ALL WATER CARRIERS, DRIP PIPES AND OTHER WATER MANAGEMENT DEVICES SHALL BE LOCATION TO ACCOMMODATE CONSTRUCTION CREWS AND ENSURE ADEQUATE ANCHORAGE OF SUCH FACILITIES TO THEIR ROOT SYSTEMS.

COVERED AND SECURED STORAGE AREAS FOR POTENTIALLY TOXIC MATERIALS SHALL BE PROVIDED. ALL VEHICLES AND EQUIPMENT SHALL BE LOCATED AND DISPOSED OF IN A MANNER SUCH THAT BEFORE THE PROJECT IS CLOSED OUT AS DIRECTED BY THE CITY OF FORTUNA.

CONTRACTOR MUST ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY UNANTICIPATED FIELD CONDITIONS. VITAL DISCREPANCIES MAY BE MADE TO THE PLAN IN THE FIELD SUBJECT TO THE RESPECTIVE BMP FACT SHEET UNTIL DISTURBED AREAS ARE STABILIZED.

CONTRACTOR SHALL PROVIDE SANITARY FACILITIES OF SUFFICIENT NUMBER AND SIZE TO ACCOMMODATE CONSTRUCTION CREWS AND REGISTERED CONTRACTORS AND SUCH FACILITIES TO PROVIDE PARKING SPACE APPROPRIATE TO WORK ZONE.

STOCKPILE MANAGEMENT

SILT FENCE

CONCRETE AT THE CENTER OF THE THRESHOLD OF THE MAIN ENTRANCE TO CITY HALL, ELEVATION 100.00, CITY OF FORTUNA.

NOTE: * indicates signatures on original issue of drawing or last revision of drawing.
1. Topographic survey prepared by the City of Fortuna.
2. Location of existing utilities & structures are from information available at time of design. Exact location and completeness are not guaranteed. Contractor shall notify the City and Underground Services Alert (800) 227-2600 a min. of 72 hours prior to any excavation and position for exact location.

REUSE OF DOCUMENTS
This document and the ideas and designs incorporated herein, as an instrument of professional service, is the property of GHD Inc. and shall not be reused in whole or in part for any other project without GHD Inc.'s written authorization. © GHD Inc. 2014
INSTALL 6" HIGH CONCRETE CURB TO PRODUCE A FOUNDRY R-7901 OR APPROVED EQUAL ON EACH BOX, AND INSTALL (N) FIXED BOLLARD, RELIANCE FOUNDRY R-7901 OR APPROVED EQUAL (TYPICAL OF 4) RIGHT TRIANGLE PLANTER AREA (TYP. X4), SEE SHEET L-101 FOR PLANTING.

REINSTALL WASHERS SEE DETAIL C-502.

REINSTALL ASHTRAY SIDEWALK UNDERDRAIN (SIDEWALK) TO MATCH (E) SIDEWALK.

INSTALL HANDRAIL PER DETAIL C-502.

INSTALL REMOVEABLE BOLLARD, 6" CURB AROUND PLANTER, SEE SHEET L-101 FOR PLANTING.

INSTALL BOLLARD, 6" CURB AROUND PLANTER, SEE SHEET L-101 FOR PLANTING.

INSTALL 36" HIGH LIGHTED BOLLARD, FIRSTLIGHT R-100B SIGN TYPE I, 10'-0" PER CALTRANS STANDARD PROVIDE DIRECTION ARROWS MARKERS.

INSTALL (N) 6" CURB AND GUTTER.

INSTALL DROP-BACK DRIVEWAY APPROACH (27' OPEN), SEE DETAIL C-504.

INSTALL (N) ARCHITECTURAL CURB AND GUTTER.

INSTALL SIDEWALK UNDERDRAIN (SIDEWALK) TO MATCH (E) SIDEWALK.

INSTALL CONCRETE PAVING.

INSTALL TRENCH DRAIN SLOPED TO DRAIN EACH BOX, SEE DETAIL C-504.

INSTALL CONCRETE RAMP PER DETAIL C-503.

INSTALL REMOVABLE BOLLARD, SEE DETAIL C-505.

INSTALL CONCRETE PAVING & BE PROTECTED SURFACE 3' x ENTIRE WIDTH OF WALK.

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INSTALL CONCRETE PAVING & BE PROTECTED SURFACE 3' x ENTIRE WIDTH OF WALK.
1. WIDER TRENCHES MAY REQUIRE HIGHER STRENGTH PIPE AND/OR
NOTES:
3. DIFFERING TRENCH WIDTHS REQUIRE PRIOR APPROVAL OF
2. FOR MULTIPLE PIPE TRENCHES, SEPARATE PIPES BY 12". FOR
4. IN MAKING EXCAVATIONS FOR THIS PROJECT, THE CONTRACTOR
NECESSARY AS A PRECAUTION AGAINST SLIDES OR CAVE-INS,
ENGINEER.
CONDUITS IN PIPE TRENCH SEPARATE BY 6".
ON PUBLIC OR PRIVATE PROPERTY, FULLY FROM DAMAGE.
AND TO PROTECT ALL (E) IMPROVEMENTS OF ANY KIND, EITHER
ADEQUATE SHEETING, SHORING & BRACING AS MAY BE
SPECIAL BEDDING.
1/2" RADIUS
# 4 REBAR CONTINUOUS.

SCALE: NTS

STANDARD CONCRETE FLUSH CURB

SCALE: NTS

TYPICAL TRENCH DETAIL

SCALE: NTS

TYPICAL CONCRETE CURB DETAIL

SCALE: NTS

TYPICAL PEDESTRIAN CONCRETE PAVING DETAIL

SCALE: NTS

TYPICAL CURB AND GUTTER DETAIL - TYPE A2-6

SCALE: NTS

TYPICAL GUTTER CURB DETAIL

SCALE: NTS
1. Locate expansion joints at intervals of not more than 20 feet, unless intervals of not more than 5 feet, unless indicated otherwise.

2. Provide score joints and expansion joints per SEE GROOVING.

3. Provide scoring and tooled score joints per C-502.

4. Pour concrete over compacted subgrade.

5. Stair rails & treads to be determined for site conditions based on requirements.

6. One top and bottom treads shall slope no more than 2% in any direction.

7. Concrete surface shall be troweled smooth & hair broomed.

8. Concrete surface shall be a light broom finish.

9. Pavers shall be no less than 4" tall and no greater than 7" tall.

10. The top and bottom treads shall slope no more than 2% in any direction.

11. Concrete shall be a light broom finish.

12. Pavers shall be no less than 4" tall and no greater than 7" tall.

13. All exterior stair treads shall have 2" wide min. landing strips per the 2012 IRC.

14. Pour concrete over compacted subgrade.

15. The top and bottom treads shall slope no more than 2% in any direction.

16. Concrete shall be a light broom finish.

17. Pavers shall be no less than 4" tall and no greater than 7" tall.

18. All exterior stair treads shall have 2" wide min. landing strips per the 2012 IRC.

19. Pour concrete over compacted subgrade.

20. The top and bottom treads shall slope no more than 2% in any direction.
1. Handrails shall be 1 1/2" diameter galvanized steel.
2. Height of railings shall be 34" min., 38" max.
3. Provide protection for dissimilar metals and concrete.
4. Concrete color & finish of ramp to match adjacent concrete paving.
5. Provide non-slip finish on ramp surface per the 2013 CBC.
6. See grading plan for finish surface grades.
7. Submitt shop drawings of handrails for approval prior to fabrication and installation.
8. Ramps shall have expansion joints per detail.
9. Ramps shall have score marks per detail.
10. Ramps shall comply with the 2013 CBC.

NOTES:
- Additional fittings and adapters may be required to connect dissimilar materials. Coordinate work with owner's representative.
- Concrete color & finish of ramp to match adjacent concrete paving.
- Provide non-slip finish on ramp surface per the 2013 CBC.
- See grading plan for finish surface grades.
1. TRENCH DRAIN SHALL SLOPE AT 0.5% MIN.
2. TRENCH DRAIN SHALL BE ACO DRAIN X100, OR APPROVED EQUAL.
3. REMOVABLE GRATE SHALL BE ADA OR APPROVED, CONSTRUCTED OF DUCTILE IRON, AND HAVE LONGITUDINALLY ORIENTED OPENINGS.
4. INSTALL END CAP ON TRENCH DRAIN AT (N) CURB AND EXTEND SCHEDULE 40 PVC PIPE BENEATH CURB TO RAIN GARDEN.

NOTES:
1. CURB RAMPS SHALL BE OUTLINED, AS SHOWN ON THE RAMP DETAILS, WITH A 1'-0" WIDE BORDER WITH 1/4" GROOVES APPROXIMATELY 3/4" ON CENTER.
2. CURB RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH AND 3" DEPTH OF RAMP.
3. THE EDGE OF THE DETECTABLE WARNING SHALL BE BETWEEN 6" AND 8" AWAY FROM THE STREET GUTTER FLOWLINE.
4. DETECTABLE WARNING SHALL BE A PREFORMED MATERIAL AS APPROVED BY THE ENGINEER. THE USE OF CONCRETE STAMPING IS NOT PERMITTED. APPROVED DETECTABLE WARNING PRODUCTS ARE:
   - ARMORTILE SURFACE-APPLIED SYSTEM - BY ENGINEERED PLASTICS INC., 300 INTERNATIONAL DRIVE, SUITE 100, WILLIAMSVILLE, NY 14211, 716-632-6622, OR APPROVED EQUAL.
   - ARMORTILE CAST-IN-PLACE SYSTEM - BY ENGINEERED PLASTICS INC., 300 INTERNATIONAL DRIVE, SUITE 100, WILLIAMSVILLE, NY 14211, 716-632-6622, OR APPROVED EQUAL.

5. DEPENDABLE SURFACE PRODUCTS ARE:
   - CAST ALUMINUM TRUCK, CAST ALUMINUM CLEAT, C-504
   - CAST ALUMINUM CLEAT COVER BOX (OPTIONAL)
   - CAST-ON TRUCK, C-504
   - CAST-ON TRUCK, C-504

6. DETECTABLE WARNING SURFACE SHALL BE FEDERAL YELLOW.
7. RAISED TRUNCATED DOME PATTERN (IN LINE)

TYPICAL DETECTABLE WARNING SURFACE & GROOVING DETAILS

NOTES:
1. HILTS NIGHT BE PLACED WITHIN 10' OF CURB AN EXTEND EACH SIDE OF PVC PIPES. MINIMIZE HILTS TO PREVENT DAMAGE.

PACE SIGN DETAIL

SCALE: NTS
NOTES:
1. ACCESSIBLE PARKING SIGNS SHALL CONFORM TO THE REQUIREMENTS OF THE 2013 CBC AND THE DETAILS SHOWN ON THIS DRAWING.
2. THE BOTTOM OF THE SIGN OR PLAQUE PANEL SHALL BE A MINIMUM OF 7'-0" ABOVE THE SURROUNDING SURFACE.
3. SIGN PANELS SHALL BE REFLECTORIZED, 16 GA MIN GALV STL WITH PORCELAIN ENAMEL FINISH AND WHITE LETTERS/SYMBOLS ON A BLUE BACKGROUND. THE BLUE COLOR SHALL BE EQUAL TO COLOR NO. 15090 IN FEDERAL STANDARD 595A.
4. WHERE INDICATED ON PLANS, INSTALL SIGNS ON POST PER
5. ADDRESS AND TELEPHONE NUMBER FOR ACCESSIBLE SIGN R100B (CA) TO BE PROVIDED BY CITY, AND INCORPORATED INTO THE SIGN AT TIME OF FABRICATION.

INTERNATIONAL SYMBOL OF ACCESSIBILITY
ISA AND ARROW POINTING IN APPROPRIATE DIRECTION TO, OR ALONG HC ACCESSIBLE PATH OF TRAVEL

STANDARD ACCESSIBLE PARKING SIGNS

TYPICAL CONCRETE WHEELSTOP

TYPICAL HANDRAIL DETAIL

TYPICAL SIDEWALK UNDERDRAIN

BIKE RACK INSTALLATION DETAIL

NOTATIONS:
1. THIS BAR IS ONE INCH LONG ON ORIGINAL DRAWING.
2. SCALE: NTS

CHECK
Date
Drawn
Rev.
Plotted by: Scott Davis

CITY OF FORTUNA
FORTUNA CITY HALL PARKING LOT ACCESSIBILITY & STORMWATER PROJECT
CONSTRUCTION DETAILS

Job Manager
Project Director

GHD Inc.

Reuse of Documents
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REMovable BOLLARD WITH LID

CONCRETE FOOTING

BOLLARD, RELIANCE
FOUNDRY R-7901 OR
APPROVED EQUAL

0.5" DIA REBAR
ANCHOR

DRAIN HOLE

DRAIN ROCK 2" THICK, MIN

10" DIA MIN

12" (N) AC

BOLLARDS SHALL BE FACTORY COATED, COLOR BLACK.

BOLLARDS SHALL INCLUDE CITY LOGO AND/OR OTHER CUSTOM DECORATIVE WORK, COORDINATE WITH CITY FOR ADDITIONAL INFORMATION.

NOTES:

1. BOLLARDS SHALL BE FACTORY COATED, COLOR BLACK.

2. BOLLARDS SHALL INCLUDE CITY LOGO AND/OR OTHER CUSTOM DECORATIVE WORK, COORDINATE WITH CITY FOR ADDITIONAL INFORMATION.

FIXED/ EMBEDDED BOLLARD

CONCRETE FOOTING

BOLLARD, RELIANCE
FOUNDRY R-7901 OR
APPROVED EQUAL

0.4" DIA REBAR
ANCHOR

10" DIA MIN

12" (N) AC

REMOVABLE BOLLARD WITH LID

CONCRETE FOOTING

BOLLARD, RELIANCE
FOUNDRY R-7901 OR
APPROVED EQUAL

0.5" DIA REBAR
ANCHOR

DRAIN HOLE

DRAIN ROCK 2" THICK, MIN

10" DIA MIN

12" (N) AC

SURFACE MOUNT BOLLARD

CONCRETE FOOTING

BOLLARD, RELIANCE
FOUNDRY R-7901 OR
APPROVED EQUAL

0.5" DIA REBAR
ANCHOR

DRAIN HOLE

DRAIN ROCK 2" THICK, MIN

10" DIA MIN

12" (N) AC

BOLLARD INSTALLATION DETAILS
DATE: January 18, 2016

TO: Honorable Mayor and Council Members

FROM: Marie Essig, Finance Director

THRU: Regan M. Candelario, City Manager

SUBJECT: Approve Revisions to Fiscal Year 2015/16 Annual Operating Budget

STAFF RECOMMENDATION:

City Council, by motion, approve the budget revisions.

EXECUTIVE SUMMARY:

City Council adopted the 2015/16 annual operating budget for the City of Fortuna on June 15, 2015 with the following changes:

1. Increase intergovernmental revenue for line item “State Mandates” contained in the General Fund Revenue from $2,000 to $37,421;
2. Decrease line item “telephone” contained in the proposed City Manager budget (Dept. 1100) from $1,000 to $550;
3. Decrease line item “Personnel Services” contained in the proposed City Manager budget (Dept. 1100) from $5,000 to $1,000;
4. Decrease line item “Telephone” contained in the proposed City Hall/General Government budget (Dept. 1500) from $4,000 to $3,000;
5. Decrease line item “Legal Services” contained in the proposed Risk Management/Human Resource budget (Dept. 1600) from $10,000 to $8,000;
6. Change hiring recommendation contained in proposed Development Review (Dept. 3100) and proposed Building Budget (Dept. 3000) from Associate Planner to Administrative Assistant;
7. Decrease line item “Telephone” contained in proposed Park Maintenance budget (Dept 5450) from $750 to $150;
8. Eliminate line item “Carpet” contained in the proposed River Lodge budget (Dept. 5800). Decrease of $45,000.
9. Decrease line item “Community Events contained in the proposed Community Promotion budget (Dept. 5200) from $5,000 to $2,000;
10. Eliminate line item “Community Projects” contained in the proposed Community Promotion budget (Dept. 5200). Decrease of $1,000.
11. Decrease line item “Corp Yard Improvements” contained in the proposed Public Works/General Services budget (Dept 4100) from $13,333 to $9,333.
12. Eliminate line item “Overtime” in the amount of $32,203 contained in Public Works/Water budget (Dept. 6300) and add $32,203 to line item “Part-time Regular” in same department budget. Zero dollar impact – to correct typographical error.
13. Change line item “ICS Chainsaw Pipe Cutter” to read Hydraulic Press in the amount of $575. Zero dollar impact – to correct typographical error.
15. Add line item “GIS Wastewater” to proposed budget Public Works/Wastewater (Dept. 6700) resulting in an increase of $17,000.

In addition to the above-listed changes approved by council, several calculation errors were discovered in the annual budget document and have since been corrected. The errors include:

a. Omission of Part-time regular wages in the Police Department K-9 proposed budget. $4,500 added to line item “Part-time Regular” in the K-9 budget (Fund 105/Dept. 2850) to correct amount left blank in error as evidenced by the credit in the same amount noted in column labeled 2015-16 Change. This results in an increase of $4,500 to the special revenue expenditures. Zero impact to the general fund.

b. Formula error. Line item “Liability Insurance” contained in the proposed Risk Management/Human resource budget (Dept. 1600) resulting in a decrease of $77.

c. Formula error. Total amount of budget in proposed Finance budget (Dept. 1200) increased from $104,496 to $107,016. No change to individual line items. Increase of $2,520 to department budget and general fund.

d. Formula error. Total amount of budget in proposed Building budget (Dept. 3000) increased from $204,198 to $204,698. No change to individual line items. Increase of $500 to department budget.

e. Formula error. Total amount of combined budgets for Museum (Dept. 5600) and Museum Exhibit Acquisitions (Dept. 5610) were corrected. Formula error allowed for wages to be added twice to consolidated total. This error applied to fiscal years 2011-12 through 2015-16. Zero dollar impact as the individual department totals were correct.

f. Elimination of a footnote contained in the debt service budget. The City’s finance consultant revised the original budget document and added a footnote that states: “CCC Lease Fund balance provides cash for ongoing annual debt service on 2007 revenue bonds after termination of CCC lease in FY 2015/16.” Staff recommends elimination of the footnote. The footnote as stated implies there is no financial impact to the general fund once the CCC lease obligation terminates. The opinion rendered by the City’s contracted finance consultant has not been validated by an in-depth analysis and amortization of accumulated funds designated for the CCC lease payments; therefore, the footnote should not be included.

Financial Impact

General Fund. On June 15, 2015, City Council approved changes to the General Fund budget that resulted in a total decrease in expenditures of $108,450. Additional review of the budget document since the annual budget was adopted in June 2015, has revealed additional savings in the amount of $1,163 and additional costs in the amount of $2,943 due to formatting errors contained in the budget document. The net result of the unapproved updates and corrections to the 2015/16 General Fund budget is an increase of $1,780.

Enterprise Funds. Updates approved by City Council on June 15, 2015 resulted in an increase of $17,000 to the Public Works/Wastewater budget (Fund 550/Dept 6700).

Special Revenue Funds. The omission of regular part time wages in the amount of $4,500 to the Police Department K-9 budget (Fund 105/Dept 2850) has been corrected and is essential to providing K-9 services to city residents. This unapproved change increases special fund expenditures by $4,500.

RECOMMENDED COUNCIL ACTION:

1. Receive Staff’s presentation and allow discussion between the Council and staff.
2. Open public comment.
3. Close the public comment.
4. Motion to approve revisions to 2015/2016 Fiscal Year Annual Operating Budget
DATE: January 18, 2016

TO: Honorable Mayor and Council Members

FROM: Merritt Perry, Public Works Director/City Engineer

THRU: Regan M. Candelario, City Manager

SUBJECT: Authorization to Award Construction Contract for the Rohner Creek Flood Control, Seismic and Habitat Improvements Project for professional vegetation clearing to Figas Construction

STAFF RECOMMENDATION:

Authorize the City Manager to enter into a construction contract with Figas Construction, the lowest, responsible proposer for the construction of the Rohner Creek Flood Control, Seismic and Habitat Improvements Project (CIP 9601) in the amount of $62,900.00 (Sixty Two Thousand Nine Hundred Dollars) with maximum contract amount including 10% contingency of $69,190.00 (Sixty Nine Thousand One Hundred Ninety Dollars).

EXECUTIVE SUMMARY:

The Rohner Creek Flood Control, Seismic and Habitat Improvements Project is progressing at a steady pace in preparation for construction in the summer of 2016. This work is currently being done in order to avoid bird nesting season, and needs to be completed by mid February. The majority of the volume of work to clear the vegetation in preparation for the major construction work has already begun with the utilization of Cal Fire crews. This work has been done at a very low cost to the project through a long standing successful relationship with the City and Cal Fire. Even with the utilization of the Cal Fire crews, they are only able to remove trees that are not threats to structures or infrastructure. This more difficult tree removal will be completed during the execution of this contract.

The vegetation removal bid package was released on December 7, 2015 and was publically advertised for bid consistent with the California Public Contract Code. The advertisement included a mandatory bid walk that was conducted on December 18th for which three contractors attended (Figas Construction, Professional Tree Services and Mountain Enterprises). The bid period closed on December 23rd and no bids were received. Staff directed GHD to follow-up with each contractor who attended the bid walk to inquire on why they did not submit. In general, the responses were related to the holidays, current work, licensing and compressed schedule. Given the City had carried-out a public bidding process in accordance to California public contract code (Section 20160-20174) and no bids were received, staff directed GHD to request quotes from each contractor who attended the bid walk allowing the contractors additional time to consider and prepare a quote. Public contract code 20166 specifically states:
In its discretion, the legislative body may reject any bids presented and readvertise. If two or more bids are the same and the lowest, the legislative body may accept the one it chooses. If no bids are received, the legislative body may have the project done without further complying with this chapter.

Following the request for quotes, the City received quotes from the three contractors as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Quote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Figas Construction</td>
<td>$62,900.00</td>
</tr>
<tr>
<td>Professional Tree Services</td>
<td>$128,750.00</td>
</tr>
<tr>
<td>Mountain Enterprises</td>
<td>$190,700.00</td>
</tr>
</tbody>
</table>

The quote received from Figas Construction was the lowest and Figas Construction identified Coastal Tree Services as a sub-contractor. GHD has confirmed on the Contractors State License Board website that Figas Construction and Coastal Tree Services contractor licenses are current and active. We have also checked the State Department of Industrial Relations Division of Labor Standards Enforcement website and determined both contractors are not currently debarred from public bidding.

**FINANCIAL IMPACT:**

The total anticipated budget for the de-vegetation phase of the project including the professional tree removal services is anticipated to be $105,000. The current amount effort which has been completed by the Cal Fire crews is $3,700, with approximately 75% of the work complete with an anticipated total amount for Cal Fire crews and equipment supplied for their work to be $10,000. This will result in $95,000 remaining in the de-vegetation budget for professional tree removal.

With the quote supplied by Figas Construction to perform this service at $62,900, the de-vegetation portion of the Rohner Creek Flood Control, Seismic and Habitat Improvements Project is anticipated to be under budget by $32,100.

**RECOMMENDED COUNCIL ACTION:**

1. Receive staff presentation and review Council questions with staff
2. Open Public Comment
3. Close Public Comment; voice vote
4. Motion to award the contract to Figas Construction in the amount of $62,900 and establish a maximum contract amount (including 10% contingency) of $69,190, and authorize City Manager to execute the contract and other related documents. Voice vote.
DATE: January 18, 2016
TO: Honorable Mayor and Council Members
FROM: Merritt Perry, Public Works Director/City Engineer
THRU: Regan M. Candelario, City Manager

SUBJECT: Authorization to Award Plant Propagation Contract for the Rohner Creek Flood Control, Seismic and Habitat Improvements Project to Samara Restoration

STAFF RECOMMENDATION:

Authorize the City Manager to enter into a plant propagation contract with Samara Restoration, the lowest, responsible proposer for the construction of the Rohner Creek Flood Control, Seismic and Habitat Improvements Project (CIP 9601) in the amount of $73,219.55 (Seventy Three Thousand Two Hundred Nineteen Dollars and Fifty Five Cents) with maximum contract amount including 5% contingency of $76,880 (Seventy Six Thousand Eight Hundred Eighty Dollars).

EXECUTIVE SUMMARY:

Three contracts will ultimately be entered into by the City and other entities for the construction phase of the Rohner Creek Flood Control, Seismic and Habitat Improvements Project. They will consist of the general construction of the project, vegetation removal (contract being considered also at this meeting), and plant propagation which is being considered in this agenda item.

The Rohner Creek Flood Control, Seismic and Habitat Improvements Project is a multi phased creek widening project resulting in construction of a new channel. Once this is complete, planting of native plant materials will need to occur for the entire creek system to function properly. This work takes into consideration the flows needed in the channel, as well as the riparian plant (cover) and wetland restoration. The plant propagation includes the collection, propagation, and delivery of native plant materials. Planting will be performed by a partner in the project of our Urban Streams Restoration Grant (Redwood Community Action Agency).

The plant propagation request for proposals was released and was publically advertised for proposals consistent with the California Public Contract Code. The proposals were due on October 28th and one bid was received. Bidding was completed in accordance to California public contract code (Section 20160-20174). Staff is requesting that the contract be awarded to Samara Restoration.

FINANCIAL IMPACT:

The total anticipated budget for the plant propagation phase of the project is anticipated to be $89,800. The quote supplied by Samara Restoration to perform this service is for $73,219.55. Therefore, the plant propagation portion of the Rohner Creek Flood Control, Seismic and Habitat Improvements Project is anticipated to be under budget by approximately $16,580.45.
RECOMMENDED COUNCIL ACTION:

1. Receive staff presentation and review Council questions with staff
2. Open Public Comment
3. Close Public Comment; voice vote
4. Motion to award the contract to Samara Restoration in the amount of $73,219.55 and establish a maximum contract amount (including 10% contingency) of $76,880, and authorize City Manager to execute the contract and other related documents. Voice vote.

Attached 1: Final Plant list with costs from Samara Restoration
## Rohner Creek Plant Propagation and Delivery Project
### Samara Restoration

**Herbaceous**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Species</th>
<th>Common Name</th>
<th>Size</th>
<th>Quantity</th>
<th>$/Plant</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cyperus eragrostis</td>
<td>tall fescue</td>
<td>bare root</td>
<td>800</td>
<td>$1.58</td>
<td>$1,264</td>
</tr>
<tr>
<td>2</td>
<td>Cyperus eragrostis</td>
<td>tall fescue</td>
<td>2&quot; plug</td>
<td>1,500</td>
<td>$1.09</td>
<td>$1,665</td>
</tr>
<tr>
<td>3</td>
<td>Elymus tenuis</td>
<td>common horsetail</td>
<td>4&quot; plug</td>
<td>500</td>
<td>$2.69</td>
<td>$1,345</td>
</tr>
<tr>
<td>4</td>
<td>Triticum montana</td>
<td>flaxe cup</td>
<td>4&quot; plug</td>
<td>500</td>
<td>$2.89</td>
<td>$1,445</td>
</tr>
<tr>
<td>5</td>
<td>Artemisia dracunculus</td>
<td>Mupert</td>
<td>AB35 PB</td>
<td>500</td>
<td>$1.34</td>
<td>$670</td>
</tr>
<tr>
<td>6</td>
<td>Carex echinata (added)</td>
<td>Slough Sedge</td>
<td>AB35 PB</td>
<td>500</td>
<td>$1.34</td>
<td>$670</td>
</tr>
<tr>
<td>7</td>
<td>Carex echinata (added)</td>
<td>Slough Sedge</td>
<td>B90</td>
<td>985</td>
<td>$2.11</td>
<td>$2,069</td>
</tr>
<tr>
<td>8</td>
<td>Alchemilla mollis</td>
<td>alcy fyn</td>
<td>4&quot; plug</td>
<td>243</td>
<td>$2.89</td>
<td>$702.27</td>
</tr>
<tr>
<td>9</td>
<td>Eryngium foetidens sp. brachii</td>
<td>giant horsetail</td>
<td>4&quot; plug</td>
<td>500</td>
<td>$2.89</td>
<td>$1,445</td>
</tr>
<tr>
<td>10</td>
<td>Juncus effusus</td>
<td>wire rush</td>
<td>bare root</td>
<td>1,050</td>
<td>$1.58</td>
<td>$1,687.80</td>
</tr>
<tr>
<td>11</td>
<td>Juncus effusus</td>
<td>wire rush</td>
<td>4&quot; plug</td>
<td>1,050</td>
<td>$2.81</td>
<td>$2,980.31</td>
</tr>
<tr>
<td>12</td>
<td>Juncus effusus</td>
<td>common rush</td>
<td>bare root</td>
<td>5023</td>
<td>$1.53</td>
<td>$7,655.89</td>
</tr>
<tr>
<td>13</td>
<td>Juncus effusus</td>
<td>common rush</td>
<td>AB35 PB</td>
<td>2,022</td>
<td>$2.89</td>
<td>$5,849.13</td>
</tr>
<tr>
<td>14</td>
<td>Juncus effusus</td>
<td>spreading rush</td>
<td>bare root</td>
<td>1,050</td>
<td>$1.59</td>
<td>$1,665.42</td>
</tr>
<tr>
<td>15</td>
<td>Juncus effusus</td>
<td>spreading rush</td>
<td>AB35 PB</td>
<td>1,050</td>
<td>$1.93</td>
<td>$2,030.79</td>
</tr>
<tr>
<td>16</td>
<td>Glaux ambrosia</td>
<td>water porsely</td>
<td>AB35 PB</td>
<td>94</td>
<td>$2.60</td>
<td>$243.60</td>
</tr>
<tr>
<td>17</td>
<td>Rubus armeni</td>
<td>California blackberry</td>
<td>1 gallon</td>
<td>1,050</td>
<td>$4.57</td>
<td>$4,796.18</td>
</tr>
<tr>
<td>18</td>
<td>Rubus armeni</td>
<td>California blackberry</td>
<td>D40</td>
<td>1,050</td>
<td>$3.65</td>
<td>$3,818.50</td>
</tr>
<tr>
<td>19</td>
<td>Lonicera polyphylla</td>
<td>Greek leaf Lupine</td>
<td>4&quot; Plug</td>
<td>1,050</td>
<td>$2.75</td>
<td>$2,866.25</td>
</tr>
<tr>
<td>20</td>
<td>Stachys californi</td>
<td>Golden eyed grass</td>
<td>AB35 PB</td>
<td>1,437</td>
<td>$2.15</td>
<td>$3,089.55</td>
</tr>
<tr>
<td>21</td>
<td>Iris douglasiana</td>
<td>Douglas Iris</td>
<td>AB35 PB</td>
<td>386</td>
<td>$2.20</td>
<td>$852.50</td>
</tr>
<tr>
<td>22</td>
<td>Serpens micranus</td>
<td>small fritted bullrush</td>
<td>2&quot; plug</td>
<td>2,111</td>
<td>$1.05</td>
<td>$2,168.61</td>
</tr>
<tr>
<td>23</td>
<td>Stachys apogeurs</td>
<td>hedge nite</td>
<td>AB35 PB</td>
<td>5709</td>
<td>$2.14</td>
<td>$12,202.76</td>
</tr>
<tr>
<td>24</td>
<td>Deschampsia caespitosa</td>
<td>tufted hairgrass</td>
<td>2&quot; plug</td>
<td>2,015</td>
<td>$1.00</td>
<td>$2,015</td>
</tr>
<tr>
<td>25</td>
<td>Stachys chamaeantis</td>
<td>coast hedge nite</td>
<td>4&quot; plug</td>
<td>52</td>
<td>$2.85</td>
<td>$152.40</td>
</tr>
</tbody>
</table>

**Shrubs**

<table>
<thead>
<tr>
<th>Species</th>
<th>Common Name</th>
<th>Size</th>
<th>Quantity</th>
<th>$/Plant</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>26 Cornus sericea sp. sericea</td>
<td>redostor dogwood</td>
<td>live stake</td>
<td>31</td>
<td>$4.98</td>
<td>$155.64</td>
</tr>
<tr>
<td>27 Cornus sericea sp. sericea</td>
<td>redostor dogwood</td>
<td>D40</td>
<td>106</td>
<td>$2.01</td>
<td>$212.16</td>
</tr>
<tr>
<td>28 Cornus eliptica</td>
<td>silk tossel</td>
<td>D40</td>
<td>160</td>
<td>$2.25</td>
<td>$360.00</td>
</tr>
<tr>
<td>29 Helianthus decourbi</td>
<td>oceanspray</td>
<td>D16</td>
<td>274</td>
<td>$2.89</td>
<td>$792.94</td>
</tr>
<tr>
<td>30 Lonicera involucrata var. involucrata</td>
<td>coast twiberry</td>
<td>D16</td>
<td>360</td>
<td>$2.89</td>
<td>$1,026.84</td>
</tr>
<tr>
<td>31 Morella californica</td>
<td>wax myrt</td>
<td>tree band</td>
<td>196</td>
<td>$3.90</td>
<td>$765.04</td>
</tr>
<tr>
<td>32 Rosa gymnocarpa</td>
<td>dwarf rose</td>
<td>tree band</td>
<td>28</td>
<td>$3.09</td>
<td>$86.52</td>
</tr>
<tr>
<td>33 Rosa arbarosa</td>
<td>nollie rose</td>
<td>tree band</td>
<td>24</td>
<td>$9.08</td>
<td>$218.88</td>
</tr>
<tr>
<td>34 Rubus pavillous</td>
<td>western thimbleberry</td>
<td>D16</td>
<td>182</td>
<td>$3.05</td>
<td>$549.02</td>
</tr>
<tr>
<td>35 Rubus pavillous</td>
<td>western thimbleberry</td>
<td>bare root</td>
<td>182</td>
<td>$2.70</td>
<td>$491.40</td>
</tr>
<tr>
<td>36 Rubus sarcocephala</td>
<td>salmonberry</td>
<td>D10</td>
<td>101</td>
<td>$3.05</td>
<td>$307.00</td>
</tr>
<tr>
<td>37 Rubus sarcocephala</td>
<td>salmonberry</td>
<td>AB35 PB</td>
<td>101</td>
<td>$2.70</td>
<td>$272.70</td>
</tr>
<tr>
<td>38 Salix fioralepis</td>
<td>arrow willow</td>
<td>live stake</td>
<td>31</td>
<td>$4.84</td>
<td>$150.04</td>
</tr>
<tr>
<td>39 Salix fioralepis</td>
<td>arrow willow</td>
<td>super cell</td>
<td>153</td>
<td>$1.18</td>
<td>$180.42</td>
</tr>
</tbody>
</table>

**Trees**

<table>
<thead>
<tr>
<th>Species</th>
<th>Common Name</th>
<th>Size</th>
<th>Quantity</th>
<th>$/Plant</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 Alnus rubra</td>
<td>red sider</td>
<td>live stake</td>
<td>17</td>
<td>$4.85</td>
<td>$82.45</td>
</tr>
<tr>
<td>41 Alnus rubra</td>
<td>red sider</td>
<td>tree band</td>
<td>82</td>
<td>$5.72</td>
<td>$480.64</td>
</tr>
<tr>
<td>42 Acer Macrophyllum</td>
<td>big leaf maple</td>
<td>tree band</td>
<td>49</td>
<td>$5.72</td>
<td>$276.58</td>
</tr>
<tr>
<td>43 Prunus triloba</td>
<td>Oregon Ash</td>
<td>tree band</td>
<td>174</td>
<td>$3.85</td>
<td>$677.65</td>
</tr>
<tr>
<td>44 Picea stichocarpa</td>
<td>Sitka spruce</td>
<td>tree band</td>
<td>89</td>
<td>$3.84</td>
<td>$339.36</td>
</tr>
<tr>
<td>45 Populus balsamifera sp. trichocarpa</td>
<td>black cottonwood</td>
<td>live stake</td>
<td>29</td>
<td>$4.94</td>
<td>$142.26</td>
</tr>
<tr>
<td>46 Populus balsamifera sp. trichocarpa</td>
<td>black cottonwood</td>
<td>tree band</td>
<td>177</td>
<td>$5.81</td>
<td>$1,029.77</td>
</tr>
<tr>
<td>47 Salix lasiantha</td>
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**Total** $74,219.55
DATE: January 18, 2016
TO: Honorable Mayor and Council Members
FROM: Merritt Perry, Public Works Director
THRU: Regan M Candelario, City Manager

SUBJECT: Designation of City Manager as the Authorized Representative for the Clean Water State Revolving Fund Planning and Technical Assistance Grant; Resolution 2016-04

STAFF RECOMMENDATION:

Receive staff report and adopt Resolution 2016-04 thereby authorizing the City Manager to serve as the City's authorized official to sign and file any application materials, certifications or financing agreements with the State Water Resources Control board for the administration of the grant funds for a Planning and Technical Assistance for the City of Fortuna Wastewater Treatment and Disposal Upgrade Project.

EXECUTIVE SUMMARY:

Background

Currently the City is working on the completion of a Preliminary Engineering Report that details necessary upgrades to the City’s wastewater treatment and disposal systems. This work is being completed to identify alternatives to comply with anticipated regulatory requirements that may require the City to identify a new wastewater disposal method, and treatment upgrades necessary to permit the new disposal method. The preliminary engineering report will include analysis of existing and future wastewater flows and loads, a capacity and condition assessment of the exiting wastewater facilities, proposed treatment and disposal upgrades to comply with new regulations and estimates of costs to complete the any needed upgrades. Additional follow up work will include completing engineering design and obtaining permits for future upgrades.

Following the completion of the Preliminary Engineering Report, additional analysis will be required to provide more definition to what the ultimate project will be including site specific studies to identify suitable disposal areas, a sanitary sewer evaluation, preliminary design of treatment and disposal improvements and ultimately an environmental impact report.

Currently the City only discharges to Groundwater in the summer months and to Strong’s Creek in the winter months because discharge to surface water is not allowed in the summer months. In March of 2015 the Regional Water Quality Control Board (Regional Board) approved the City’s request to consider a Basin Plan amendment that would allow year-round discharge to the Eel River. Should this be approved it could provide a lower cost alternative to meet the anticipated disposal requirements that would warrant the development of a new discharge location. The Regional Board has requested the City participate in developing and implementing a sampling plant to assist them to evaluate whether or not basin plan amendment to allow year around discharge is warranted. This may include developing a sampling plan, collecting samples, providing laboratory sampling analysis, contracting for laboratory analysis for both wastewater and receiving water.
On August 20th of 2015 the City submitted a grant application to the State Water Resources Control Board for Planning and Technical Assistance funding for anticipated upgrades to the City’s wastewater treatment and disposal systems. This grant could provide up to $500,000 in grant funds for planning work for wastewater that the City already has identified in its capital improvement program for NPDES compliance. If successful, this grant could fund a large portion of the planning work that lays ahead for wastewater compliance with the City’s NPDES permit.

The State Water Resources Control Board has provided the City Resolution. A copy is attached as Exhibit A. It is generally understood that the City will act as the grantee and be responsible to administer the grant if successful.

Adopting Resolution 2016-04 will identify the City Manager as the authorized representative to sign the grant agreement, provide assurances, certifications and commitments on behalf of the City and to enter into a financial agreement with the State Water Resources Control Board if successful.

**FINANCIAL IMPACT:**

Authorizing the City Manager to act as the Authorized Representative and execute the grant agreement will allow the City to have the opportunity to be awarded up to $500,000 in grant funds toward wastewater planning activities that would otherwise be paid for by City enterprise funds.

A summary of the project funding included in the FY 15/16 CIP is below.

<table>
<thead>
<tr>
<th>Project Tasks</th>
<th>CIP Budget</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
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<td>15/16</td>
</tr>
<tr>
<td>Design</td>
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<td>Construction</td>
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<td>17/18-18/19</td>
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<td><strong>Total Project Costs:</strong></td>
<td><strong>$7,292,782</strong></td>
<td><strong>$3,507,112</strong></td>
</tr>
</tbody>
</table>

**RECOMMENDED COUNCIL ACTION:**

1. Receive staff presentation and review Council questions with staff
2. Open Public Hearing
3. Close Public Hearing; voice vote
4. Motion to adopt Resolution 2016-04 and read by title only; Roll call vote

Attachments:

1. Resolution 2016-04: *A Resolution Of The City Council Of The City Of the City Manager as the Authorized Representative for the Clean Water State Revolving Fund Planning and Technical Assistance Grant*
RESOLUTION 2016-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE CLEAN WATER STATE REVOLVING FUND PLANNING AND TECHNICAL ASSISTANCE GRANT

WHEREAS, the City of Fortuna is pursuing funding for wastewater system improvements RESOLVED BY THE City Council of the City of Fortuna (the “Entity”), AS FOLLOWS:

WHEREAS, The City Manager or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of Waste Water Treatment Plant (WWTP) Treatment and Disposal System Upgrade (the “Project”).

WHEREAS, This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

WHEREAS, The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

PASSED AND ADOPTED by the City Council of the City of Fortuna on January 18, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____________________________
Sue Long, Mayor

ATTEST:

_____________________________
Linda McGill CMC, City Clerk
DATE: January 18, 2016

TO: Honorable Mayor and Council Members

FROM: Kevin Carter, Deputy Director of Public Works

THRU: Regan M. Candelario, City Manager

SUBJECT: Approve Professional Services Contract Ontiveros & Associates for ‘P’ Street Road & Drainage Reconstruction, 12th to 14th Streets Project

STAFF RECOMMENDATION:

Receive staff presentation and approve the recommendation of award of Professional Services Contract with Ontiveros & Associates for Engineering Design including plans, specifications, and estimates for the City of Fortuna ‘P’ Street Road & Drainage Reconstruction, 12th to 14th Streets Project (CIP# 9656).

EXECUTIVE SUMMARY:

This agenda item is intended to provide a recommendation to City Council for the award of a professional services contract to the engineering firm Ontiveros & Associates for the engineering design for the ‘P’ Street Road & Drainage Reconstruction, 12th to 14th Streets Project. This project will rehabilitate a roadway and drainage infrastructure. Numerous pavement patches have contributed to an uneven roadway, and water which is seeping from the hillside directly to the north of ‘P’ Street which continues to pond along the north side of the street.

Currently, the road surface of ‘P’ Street is composed of asphalt which has deteriorated significantly, exhibiting raveling and alligator cracks. There are many pavement patches which have resulted in differential settlement, an uneven traveled way, and ponding of water following a rain event. There are portions of the parking lane along the north side of ‘P’ Street that have settled due to large trucks being parked there for long periods of time. Along the south side of ‘P’ Street runs a sub-standard 4’-wide sidewalk. Pedestrian facilities, traffic circulation and on-street parking will need to be considered in the design of this project.

A steep hillside is located along the north side of the road, in which many springs are located. Water seeps out of the hillside down to the street and is currently directed by an asphalt curb along the north side of the road, through driveway approach underdrains, to curb and gutter running south down 12th and 14th Streets. The poor condition of the road surface, as well as inadequately-sized underdrains, contributes to drainage issues along the north side of ‘P’ Street.

The design shall include, field reconnaissance, geotechnical investigation/study, plans, profiles, layouts, typical sections, construction details necessary to construct the required work.
A request for proposals was issued on November 19th 2015 and two proposals were received on December 21st 2015. The RFP was advertised in the Humboldt Builders Exchange and was posted on the City’s website.

The selection criteria of the consultants included qualifications only and not cost, although cost proposals were required with the proposal. The cost proposal from Ontiveros & Associates includes a fee of $53,690 and was very close to the independent fee estimate prepared by City Staff prior to review of the proposal.

A draft copy of Engineering Services Agreement is attached. The scope of services, schedule and fee estimate will be slightly different in the final contract. The design of the project is anticipated to be completed within the next six months and construction to proceed late summer 2016.

**FINANCIAL IMPACT:**

The ‘P’ Street Road & Drainage Reconstruction, 12th to 14th Streets Project is being funded with local funds ($250,000). The project is broken out into two funding sources. The drainage work is to be funded by the city’s drainage fund (130) in the amount of $62,500, and the road work is to be funded by the city’s TDA fund (260) in the amount of $187,500.

The total proposed fee by Ontiveros & Associates for the engineering design is $53,690. This amount is consistent with the construction estimate in the current FY 15/16 CIP (9656) of $50,000. $200,000 of the project is planned for a construction of the project.

**RECOMMENDED COUNCIL ACTION:**

1. Receive staff presentation and review Council questions with staff
2. Open Public Comment
3. Close Public Comment
4. Approve award of design of the ‘P’ Street Road & Drainage Reconstruction, 12th to 14th Streets Project to Ontiveros & Associates and authorize the City Manager to execute a professional services contract for Engineering Design in the amount of $53,690.

Attachments:

- Exhibit A – Draft Engineering Services Agreement
Exhibit A

ENGINEERING SERVICES AGREEMENT

‘P’ Street Road and Drainage Reconstruction, 12th to 14th Streets Project

This agreement ("Agreement") is made and effective on _____________, 20__ (the "Effective Date"), between the City of Fortuna, a charter city organized and existing under California law (the "City"), and __________________________, a __________________________ ("Engineer"), for engineering services required by the City for the above-referenced project ("Project") located on ‘P’ Street in the City.

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Attachment B – Engineer’s Rate Schedule

Article 1
DEFINITIONS

Definitions. The following definitions apply to this Agreement unless otherwise indicated. Defined terms are capitalized in the Agreement with the exception of the word "day."

Additional Services means engineering services in addition to the Basic Services, and which are provided pursuant to the City’s written request or prior written authorization.

Basic Services means those engineering services necessary to design and construct the Project, including preparation of environmental documents, as specified in the City’s Request for Proposals ("RFP"), dated November 19, 2015, and Engineer’s Proposal, dated ________, ("Proposal"), both of which are incorporated into and made part of this Agreement, and as further specified in Article 2, below.
Change Order means a written document signed by the City and Contractor after execution of the Construction Contract, which changes the scope of Work, the Construction Contract Price, or the Construction Contract Time.

Construction Contract means the signed agreement between the City and Contractor, which includes and incorporates the Construction Documents, including, but not limited to the drawings, specifications, and General Conditions for the Project. If the Project will involve more than one Construction Contract, each reference to “Construction Contract” must be read to apply to all Construction Contracts for the Project.

Construction Contract Price means the total compensation to be paid to the Contractor for performance of the Work, as set forth in the Construction Contract.

Construction Contract Time means the number of calendar days within which the Contractor is required to perform the Work, as set forth in the Construction Contract and as may be amended by Change Order.

Construction Documents means all of the documents that are prepared following approval of the Design Development Documents for bidding and construction of the Project, as further detailed in Article 2, below.

Construction Manager means the individual(s) or firm, if any, retained by the City to provide construction management services for the Project. If the City has not retained a Construction Manager for this Project, all references to “Construction Manager” are understood to mean the City’s Director of Public Works.

Contractor means the individual, partnership, corporation, or joint-venture who has signed the Construction Contract with the City to perform the Work. “Contractor” includes the Contractor’s subcontractors, unless the context indicates otherwise. If the Project will include more than one Contractor, e.g., due to phased Work or a multi-prime delivery system, each reference to “Contractor” must be read to apply to all Contractors on the Project.

Day means a calendar day unless otherwise specified.

Design Development Documents means detailed documents which are prepared following approval of the Schematic Design Documents, as further detailed in Article 2, below.

Inspector means the individual(s) or firm(s) retained by the City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Construction Contract.
**Project** means the ‘P’ Street Road and Drainage Reconstruction, 12th to 14th Project, as more particularly described in the RFP.

**Project Manager** means the City’s Director of Public Works or designated representative who will have primary responsibility for overseeing design and construction of the Project and who will be the sole point of contact for the City unless otherwise stated.

**Schematic Design Documents** means preliminary drawings and related documents showing the Project’s basic components, scale and location, as further detailed in Article 2, below.

**Work** means the Contractor’s construction and services necessary or incidental to constructing the Project in conformance with the requirements of the Construction Documents.

### Article 2

**ENGINEER’S RESPONSIBILITIES**

2.1 **General Responsibilities.** Engineer must provide the Basic Services necessary to design and construct the Project in accordance with the City’s requirements, as set forth in the **Scope of Services and Proposed Project Schedule**, attached hereto as **Attachment A** (“Scope of Services”), and as specified in this Article, and must provide those Additional Services, if any, as requested or authorized in writing by the City.

2.1.1 **Project Requirements.** Within 10 days following the Effective Date of this Agreement, Engineer must conduct a preliminary evaluation of the information provided in Attachment A and must confirm its understanding of the Project requirements in a preliminary design conference with the Project Manager. At the request of the Project Manager, the Engineer must submit written minutes of the preliminary design conference in order to demonstrate its understanding of the Project requirements.

2.1.2 **City Approval.** Engineer may not proceed with the development of successive design documents, as detailed below, until it has received written approval from the City. Engineer must promptly review and revise the following to the City’s satisfaction, which will not be unreasonably withheld, without additional compensation:

2.1.2.1 Documents which have not previously been approved by the City and to which the City has objections; and
2.1.2.2 Documents which have been determined to present excessive cost or constructability problems.

2.1.3 **Governmental Approval.** Engineer must assist the City with obtaining required approvals from governmental agencies with jurisdiction over the Project, including, but not limited to, Caltrans and the Federal Highway Administration.

2.2 **Basic Services.** Except as otherwise provided in Attachment A, Engineer's Basic Services include the following:

2.2.1 **Project Schedule.** Within 10 days following the Effective Date of this Agreement, Engineer must prepare and submit for the City’s review and approval a preliminary Project Schedule, based on the Proposed Project Schedule included in Attachment A, showing the timing and sequencing of the major design and construction phases required to complete the Project. The preliminary Project Schedule should include times for completion of all major phases of environmental procedures, design and, if applicable, construction, including the environmental documentation described in Attachment A; Schematic Design Documents; Design Development Documents; Construction Documents; prequalification, if applicable; bidding; construction; final close out; or as otherwise specified by the Project Manager. The Project Schedule must be updated for the City’s review and approval upon completion of each major phase included in the Project Schedule.

2.2.2 **Cost Estimate.** Within 21 days following the Effective Date of this Agreement, Engineer must prepare and submit for the City’s review and approval a preliminary estimate of the cost to construct the Project. As the design process progresses, Engineer must submit updates to the preliminary cost estimate for the City’s approval concurrent with its submission of the Schematic Design Documents, Design Development Documents, and Construction Documents, respectively. If at any time, an updated cost estimate exceeds the City’s previously approved cost estimate, Engineer must provide the City with recommendations for constructing the Project within the City’s budget.

2.2.3 **Schematic Design Documents.** Within the time specified in the approved Project Schedule, Engineer must prepare and submit for the City’s review and approval Schematic Design Documents consisting of drawings, outline specifications, and other documents showing the Project’s basic components, scale, and location on the Project site. The Schematic Design Documents must include, to the extent applicable, conceptual plans of the site and structures; preliminary sections and elevations; approximate areas, volumes, and dimensions; and preliminary selections of materials and systems. Two printed sets and one
reproducible set of Schematic Design Documents must be provided to the City, along with an updated cost estimate.

2.2.4 **Design Development Documents.** Based on the approved Schematic Design Documents and within the time specified in the approved Project Schedule, Engineer must prepare for the City’s review and approval the Design Development Documents. The Design Development Documents must further define the Project, including drawings and outline specifications fixing and describing the Project size, character and site relationships, and other appropriate elements describing the structural, engineering, mechanical and electrical systems. The Design Development Documents must include, as applicable, plans, sections and elevations; criteria and sizing of major components; equipment sizes and capacities and approximate layouts, including required spaces and clearances; typical details; materials selections and general quality levels. When submitting the Design Development Documents for the City’s approval, the Engineer must identify in writing all material changes and deviations, if any, that have taken place since approval of the Schematic Design Documents, including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. Two printed sets and one reproducible set of Design Development Documents must be provided to the City, along with an updated cost estimate.

2.2.5 **Construction Documents.** Based on the approved Design Development Documents and within the time specified in the approved Project Schedule, Engineer must prepare for the City’s review and approval, and required governmental agency approval(s), if applicable, Construction Documents setting forth in detail the quality levels of and the requirements for construction of the Project, and consisting of drawings and specifications that comply with applicable codes, laws, and regulations in effect at the time of their preparation at the location of the Project, and as further specified in the RFP. The Construction Documents must also include all necessary bid and contract documents, including general and supplemental conditions, all of which are subject to approval by the City and its legal counsel. When submitting the Construction Documents for the City’s approval, the Engineer must identify in writing all material changes and deviations, if any, that have taken place since approval of the Design Development Documents including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. Two printed sets and one reproducible set of Design Development Documents must be provided to the City, along with an updated cost estimate.

2.2.6 **Bidding Phase Services.** If Engineer is retained for construction engineering services pursuant to Section 4.0 of Attachment A, Engineer
must assist the City during the bidding phase, including, if applicable, prequalification of contractors; reproduction and dissemination of approved plans, specifications, and contract documents; advertising for bids; conducting pre-bid meetings or site walks; issuance of addenda; bid review; and review of bid protests.

2.2.6.1 If the lowest responsive bid exceeds the final approved construction cost estimate by fifteen percent (15%) or more, and the City, acting in its sole discretion decides to reject all bids and re-bid the Project, Engineer must, at no additional cost to the City, work with the City to make the modifications to the Construction Documents to reduce the cost of construction so as not to exceed the previously approved construction cost estimate by more than the stated additional percentage.

2.2.7 Construction Phase Services. If Engineer is retained for construction engineering services pursuant to Section 4.0 of Attachment A, the construction phase will commence upon award of the Construction Contract and will conclude upon completion of Project closeout. During the Construction Phase the Engineer must provide the following services to the City:

2.2.7.1 General administration of the Construction Contract including, but not limited to: 1) review and advise the City as to the accuracy and sufficiency of Contractor’s schedule of values; 2) coordinate the Project Schedule with the Contractor’s the City-approved Work schedule; 3) provide prompt and complete responses to Contractor’s requests for information; and 4) coordinate efforts with the City and its Construction Manager, as applicable, to ensure the Project is completed in a timely, cost-effective manner, consistent with the City’s requirements.

2.2.7.2 Ongoing design services as needed, including, but not limited to: 1) interpretations and clarifications of the drawings and specifications; and 2) preparation of design documents for change orders, all as needed for the proper execution and progress of the Work, and consistent with the intent of the approved Construction Documents.

2.2.7.3 Engineer must timely review Contractor’s submittals, including shop drawings, product data and samples, and issue written approvals of and/or recommendations to the City within ten (10) days of receipt of each such submittal, unless additional time is required based on the nature of the submittal, in which case the review must be completed as soon as practicable under the circumstances. Engineer must check the submittals for
conformance with the design and scope of the Project, and for compliance with the approved Construction Documents. Engineer’s review must not extend to the Contractor’s means, methods, techniques, sequences, or procedures, unless such have previously been specified by the City or Engineer.

2.2.7.4 Engineer must assist the City and its Construction Manager, if applicable, in evaluating, processing, and determining whether to recommend approval of requests for changes in the Work, and, if applicable, must prepare and submit proposed Change Orders.

2.2.7.5 Engineer must visit the Project site at intervals sufficient to monitor the progress and quality of the Work and to determine whether the Work is proceeding in conformance with the Construction Contract. Following each Project site visit, Engineer must promptly provide the City with a written report of Engineer’s observations and recommendations, if any. If Engineer becomes aware of any defects or deficiencies in the Work, Engineer must provide prompt notice to the City, followed by written confirmation of that notice. If, in Engineer’s opinion, special testing or inspection of the Work is needed, Engineer must recommend appropriate procedures and consultants to the City. Engineer is not responsible for construction means, methods, techniques, and procedures unless such have been specified by Engineer. Engineer is not responsible for Contractor’s safety precautions and programs. However, if Engineer has knowledge of safety violations, Engineer must give prompt notice to the City and to its Construction Manager, of such violations.

2.2.7.6 Engineer must assist the City in processing the Contractor’s payment applications in accordance with the provisions of the Construction Contract. Based on on-site observations and review of other relevant information, Engineer must certify to the City the amounts due to the Contractor and whether the Work has progressed to the point indicated in the payment application based on the Contractor’s schedule of values. Engineer’s review must include review of the status of the Contractor’s record drawings. Engineer’s certification for payment will not be considered a representation that Engineer has made exhaustive or continuous on-site inspections to verify the quality or quantity of the Work, or that Engineer has reviewed the Contractor’s means, methods, techniques, sequences or procedures.
2.2.7.7 Engineer must attend meetings with the Project Manager or the Contractor(s) as specified: [specify total number or frequency of regular meetings] ________________________________.

2.2.7.8 Engineer must prepare and submit reports on the progress or status of the Work to the City as specified: [specify frequency, timing, content, the person(s) to whom the reports should be addressed, and person(s) who should receive copies, etc.]

_____________________________________________________
_____________________________________________________
_____________________________________________________

2.2.7.9 Engineer must conduct inspections reasonably necessary to determine whether Contractor has achieved final completion of the Work in accordance with the Construction Contract, and must prepare a list of items to be completed or corrected (the “punch list”) as well as required final submittals (e.g., warranties, manuals, as-built drawings, etc.) in order to achieve final completion. Once final completion has been achieved in accordance with the Construction Contract, Engineer must issue a certificate of completion and certify final payment to the Contractor.

2.2.8 Close Out and Post-Construction Services. This section 2.2.8 applies if Engineer is retained to provide construction engineering services pursuant to Section 4.0 of Attachment A.

2.2.8.1 Engineer must promptly perform all tasks reasonably necessary for Project close out. If requested, Engineer must provide the City with a color schedule of all finished materials incorporated into the Project.

2.2.8.2 If requested by the City, Engineer must make up to ______ (____) visits to the Project site during the warranty period to advise the City on the need for warranty work.

2.2.8.3 All Project plans, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, must be and remain the property of the City for the purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to the Project. The City reserves the right to use the Project plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on or near the site. Nothing in this provision is intended to transfer or waive Engineer's copyrights over these documents, including, but not limited to, all common law, statutory, and other reserved rights, unless transferred or waived in writing by
Engineer. Notwithstanding the foregoing, if the City proposes to reuse the plans the City and Engineer will specify the terms and conditions for the reuse in this Agreement or by an amendment or addendum thereto. If the City reuses the plans prepared by Engineer for this Project and retains another certified Engineer for the preparation of those plans for the reuse, the City will indemnify and hold harmless Engineer and its subconsultants, agents, and employees, from and against any claims, damages, losses, and expenses, including attorney’s fees, arising out of or resulting from, in whole or in part, the reuse.

2.3 Additional Services. If not included in Basic Services, above, the following services must be provided by Engineer and will be paid for as Additional Services, subject to prior written authorization by the City:

2.3.1 Investigation of financing or other special studies to determine the financial feasibility of the Project.

2.3.2 Consultations, negotiation, and the like for procurement of Project financing.

2.3.3 Investigation of or measured drawings of existing conditions or improvements or verification of the accuracy of the City-provided drawings or other information on existing conditions.

2.3.4 Surveys, site evaluations, or legal descriptions.

2.3.5 Design services unrelated to the Project.

2.3.6 Soils, subsurface and environmental studies, reports and investigations required by outside agencies with jurisdiction over the Project.

2.3.7 Services, including inventory and interior design services, related to the selection and placement of furnishings, equipment, and the like which are not included in the Construction Contract.

2.3.8 Revisions to the City-approved drawings and documents which are required due to circumstances outside of Engineer’s control.

2.3.9 Design, coordination, management, expediting and other services for the procurement of materials to be obtained or work to be performed by the City, including, but not limited to technology or other specialty systems which are not otherwise required by this Agreement.
2.3.10 Estimates, appraisals, consultations, and related services required for the repair or replacement of an insured loss.

2.3.11 Preparing for or providing expert witness services in connection with any adversarial proceeding to which the Engineer is not a party.

2.3.12 Out of town travel in connection with the Project, other than travel between Engineer’s office, the City’s offices, and the Project site.

2.3.13 The City-requested services which are not specified in the Construction Documents and which are not customarily provided as part of generally accepted design and construction practice for this type of project and the region in which the Project is located.

2.3.14 Extended services required by non-performance, suspension, termination, or default of the Contractor in the performance of the Work, through no fault of Engineer.

2.3.15 Preparation of special models, renderings or mock-ups.

2.3.16 Other services as agreed to by the Parties as set forth in an exhibit attached to and incorporated into this Agreement.

2.4 Personnel and Subconsultants.

2.4.1 Engineer’s Key Personnel. The names, titles, and contact information (telephone and email) for Engineer’s key personnel assigned to this Project are listed below, and the designated key personnel may not be changed without the prior written approval of the City, which approval will not be unreasonably withheld:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
<th>Contact Information:</th>
</tr>
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<tbody>
<tr>
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2.4.2 Engineer’s Principal Representative. Engineer’s principal representative assigned to this Project is ____________________, who will have full authority from Engineer to receive and act on instructions from the City.
2.4.3 **Engineer’s Subconsultants.** Engineer may not engage the services of any subconsultant for this Project, including, but not limited to, firms or individuals providing special architectural or engineering services, without obtaining the City’s prior written approval, which approval must not be unreasonably withheld. The City’s approval must not be deemed to create any contractual relationship between the City and any such subconsultant, except that the City must be considered a third party beneficiary of such services for the Project. Engineer must bind its subconsultants in the same manner as Engineer is bound to the City under this Agreement, including, but not limited to, the insurance and indemnity requirements set forth herein.

2.4.4 **Warranty of Qualifications.** Engineer warrants and represents that Engineer, its personnel, and its subconsultants are each duly qualified, licensed, and authorized by law to perform the services required under this Agreement.

2.4.5 **Standard of Care.** The services provided by Engineer pursuant to this Agreement must, at all times, meet or exceed the standard of care applicable to Engineers performing similar work in the area in which the Project is located. Similarly, the services provided by any subconsultant must meet or exceed the standard of care applicable to others practicing in the subconsultant’s field and performing similar work in the area in which the Project is located.

### Article 3
**TIME**

3.1 **Time of the Essence.** Time is of the essence in Engineer’s provision of services under this Agreement. Engineer must provide the services required by this Agreement in conformance with the most recent Project Schedule approved by the City. Engineer must maintain adequate staffing and resources necessary for the timely performance of Engineer’s services under this Agreement. Engineer must review and respond to submittals, requests for information, change order requests, and the like, as expeditiously as possible to avoid delays to the Work.

3.2 **Engineer-Caused Delay.** If the Work on the Project or completion of the Project is delayed because of any error or omission of Engineer, Engineer will be liable for all costs accrued by the City because of such delay, which costs may be deducted from progress payments or final payment to Engineer following written notice by the City. In addition, Engineer must, at no cost to the City, promptly take all necessary steps to correct the error or omission to the City’s satisfaction, and must endeavor to avoid or mitigate the delay or costs caused by such error or omission.
3.3 **Unavoidable Delay.** If Engineer is delayed in the performances of its services due to circumstances which are not the result of Engineer’s errors or omissions, and which are outside Engineer’s control, including, but not limited to, acts or omissions by the City, or unforeseeable acts of third parties, then Engineer’s time for performance of services may be extended for a period commensurate with such unavoidable delay, and Engineer may also be compensated for additional costs to Engineer resulting from such delay. As a condition precedent to an extension of time or discretionary compensation pursuant to this paragraph, Engineer must provide the City with prompt written notice as soon as practicable after learning of the delay. Notwithstanding the foregoing, Engineer must endeavor to avoid or minimize the impact of the delay.

### Article 4
**COMPENSATION AND PAYMENT**

4.1 **Compensation for Basic Services.** For all Basic Services, as set forth above, the City will compensate Engineer based on Engineer’s time to provide the Basic Services for an amount not to exceed $____________________ without prior written authorization by City (“Basic Services Fee”), and for Reimbursable Expenses incurred in connection with such Basic Services in accordance with the reimbursement rates set forth in **Engineer’s Rate Schedule**, attached hereto as **Attachment B**, the total of which Reimbursable Expenses must not exceed $____________________, without the City’s prior written consent.

4.2 **Compensation for Additional Services.** For all authorized Additional Services, as set forth above, the City will compensate Engineer on an hourly basis, based on the hourly rates set forth in Engineer’s Rate Schedule in Attachment B, and for Reimbursable Expenses incurred in connection with such Additional Services, subject to any not to exceed limit included in the City’s written authorization for such Additional Services and associated Reimbursable Expenses. Engineer is not entitled to compensation for Additional Services or associated Reimbursable Expenses if such Additional Services are performed or expenditures incurred without the City’s prior written authorization.

4.3 **Payment.** Engineer must submit a monthly application for payment to the City for the City’s approval, detailing Engineer’s Basic Services, Additional Services and Reimbursable Expenses, if any, for the preceding month. The City will pay Engineer all undisputed and approved amounts within thirty (30) days following the City’s receipt of each such payment application.

4.3.1 **Subconsultant Costs.** The cost of subconsultant services necessary for Basic Services must be included in the Basic Services Fee, above. The cost of subconsultant services necessary for authorized
Additional Services will be compensated on an hourly basis not to exceed 110% of Engineer’s actual costs for such services.

4.3.2 Final Payment Conditions. As a condition precedent to final payment, Engineer must attest, under penalty of perjury, that there are no outstanding claims, obligations, or liens in connection with Engineer’s services under this Agreement. Engineer’s acceptance of final payment from the City will constitute a waiver of any and all further claims by Engineer for compensation for services provided under this Agreement.

4.3.3 Withholding. If Engineer or its subconsultants cause damage to the Project, or fail to perform the required services, or are otherwise in default of the terms of this Agreement, the City reserves the right to withhold from any payment due or to become due, an amount sufficient to offset the resulting loss to the City. Payment of any amount withheld pursuant to this provision will be made if and when the grounds for withholding have been removed.

4.3.4 Expense Records. Engineer’s expense records for all services and costs to be compensated on the basis of actual cost must be maintained in accordance with generally accepted accounting principles, and must be available to the City, upon request, at a mutually convenient time.

4.4.4 Errors and Omissions. Engineer is solely responsible for costs, including, but not limited to, increases in the Construction Contract Price, arising from or caused by Engineer’s negligent or reckless errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any Change Order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

Article 5
INDEMNITY AND INSURANCE

5.1 Indemnity. To the full extent permitted by law, Engineer must indemnify, defend, and hold harmless the City, its governing body, officers, agents, employees, and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, “Liability”) of every nature which arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Engineer in the performance of this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Engineer or its agents or employees under Workers’ Compensation acts, disability benefits acts,
or other employee benefit acts. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and will survive the expiration or early termination of this Agreement with respect to Liability arising during the term of the Agreement.

5.2 **Patents and Copyrights.** Engineer must pay any and all royalties and license fees required for any patented or copyrighted materials, methods, or systems selected by Engineer and incorporated into the design documents by Engineer. To the full extent permitted by law, Engineer must indemnify, hold harmless, and defend the City from any and all claims or suits related to the infringement of any patent rights or copyrights arising from Engineer’s selection.

5.3 **Insurance.** Before providing any services under this Agreement, Engineer must provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Engineer and its employees or subconsultants relating to or arising from the performance of services under this Agreement, and must remain in full force and effect at all times during the term of the Agreement. Engineer is solely responsible for any deductible(s) required for covered events. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of “A” or better and a financial size rating of “VIII” or better. If Engineer fails to provide or maintain any of the required coverage, the City may, at its sole discretion, purchase such coverage at Engineer’s expense and deduct the cost from payments due to Engineer.

5.3.1 **Required Policies and Limits.** The following insurance policies and limits are required for this Agreement:

5.3.1.1 **Commercial General Liability Insurance (“CGL”):** The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Engineer’s acts or omissions in the performance of services under this Agreement with limits of at least two million dollars ($2,000,000.00) per occurrence. The CGL policy must name the City, its officers, employees, and agents, as additional insureds for all liability arising out of the operations by or on behalf of the named insured, and must protect the City, its officers, employees, and agents against any and all liability for personal injury, death, or property damage or destruction arising directly or indirectly in the performance of the Agreement. The CGL coverage may be provided under a single policy for the full limits required or by a combination of policies with the balance provided by excess or umbrella policies, provided each such policy otherwise complies with the requirements set forth herein.
5.3.1.2 Automobile Insurance: The automobile liability insurance must cover bodily injury and property damage in an amount no less than one million dollars ($1,000,000.00) combined single limit for each occurrence, including owned, hired, and non-owned vehicles.

5.3.1.3 Workers’ Compensation Insurance and Employer’s Liability: The policy must comply with the requirements of the California Workers’ Compensation Insurance and Safety Act, of at least two million dollars ($2,000,000.00). If Engineer is self-insured, Engineer must provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

5.3.1.4 Professional Liability: This insurance must insure against Engineer’s negligent errors and omissions in the provision of services under this Agreement, in an amount no less than two million dollars ($2,000,000.00) combined single limit. The Professional Liability insurance must include prior acts coverage sufficient to cover all services provided by Engineer for this Project, and this coverage must continue in effect for four (4) years following final payment to Engineer.

5.3.2 Notification to the City. Each certificate of insurance must state that the coverage afforded by the policy or policies must not be reduced, cancelled or allowed to expire without at least thirty (30) days written notice to the City, unless due to non-payment of premiums, in which case ten (10) days written notice must be made to the City.

5.3.3 Waiver of Subrogation. Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against the City.

5.3.4 CGL Endorsements. The CGL policy must include the following endorsements:

5.3.4.1 The inclusion of more than one insured must not operate to impair the rights of one insured against another, and the coverages afforded must apply as though separate policies have been issued to each insured.

5.3.4.2 The insurance provided is primary and no insurance held or owned by the City must be called upon to contribute to a loss.
Article 6
TERMINATION

6.1 Termination for Fault. Either party may terminate this Agreement for the other party’s material default or breach upon fifteen (15) days written notice and opportunity to cure. The termination must become effective if the default or breach is not cured within the notice period, or if the party in breach or default has not taken reasonable steps to diligently pursue a cure within the notice period.

6.2 Termination for Convenience. The City, acting in its sole discretion, may terminate this Agreement for convenience, upon seven (7) days written notice to Engineer. If the Agreement is terminated pursuant to this paragraph, the City will compensate Engineer for all services satisfactorily performed prior to the effective date and time of the termination, in accordance with this Agreement consistent with the payment provisions in Article 4, above, i.e., Engineer will be compensated for each specified phase which has been completed, and on a proportionate basis for any partially completed phase. In addition, the City will also pay Engineer an early termination fee which will be ten percent (10%) of the partial Basic Services Fee paid to Engineer, if the termination becomes effective prior to completion of the Construction Documents, or five percent (5%) of the partial Basic Services Fee if the termination becomes effective thereafter.

6.3 Upon Termination. Within seven (7) days of the effective date of termination, whether for fault or for convenience, Engineer must deliver, without further cost to the City, all documents and work product prepared for the City pursuant to this Agreement. Within thirty (30) days of Engineer’s delivery of all such documents and work product to the City, the effective date of termination, the City will pay Engineer for all undisputed and approved invoices for services provided under this Agreement.

Article 7
DISPUTE RESOLUTION

7.1 Meeting and Mediation. In the event that any dispute arises between the parties in relation to this Agreement, the parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally. If the dispute is not resolved by informal negotiation, the parties agree to submit the dispute to mediation with a mutually acceptable, experienced third-party neutral. The parties further agree that their participation in mediation is a condition precedent to any party commencing litigation in relation to the dispute.

7.2 Mediation Procedures. Following one or more good faith attempts at informal resolution, either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take
place within sixty (60) days after the date that such notice is given, or sooner if reasonably practicable. The parties must jointly appoint a mutually acceptable mediator. The parties further agree to share equally the costs of the mediation, except costs incurred by each party for representation by legal counsel.

7.3 **Arbitration.** If the parties are unable to resolve the dispute through mediation, they may mutually agreed to arbitration instead of litigation. However, it is expressly agreed, pursuant to California Civil Code Section 1296, that in any arbitration to resolve a dispute relating to this Agreement, the arbitrator’s award must be supported by law and substantial evidence, and must include detailed written findings of law and fact.

**Article 8**

**MISCELLANEOUS PROVISIONS**

8.1 **Independent Contractor.** The parties agree that Engineer must act as an independent contractor under this Agreement and must have control of the work and the manner in which it is performed. Engineer is not an employee of the City and is not entitled to participate in any pension plans, insurance, bonus or similar benefits that the City provides to its employees.

8.2 **Notice.** Any notice, billing, or payment required by this Agreement must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

**City of Fortuna:**
Engineering
621 11th Street
Fortuna, CA 94550
Phone: 707-725-1471
Fax: 707-725-7651
Attn: Merritt Perry
Email: mperry@ci.fortuna.ca.us

**Engineer:**
[Name]
[Address]
[City/state/zip]
Phone:
Fax:
Attn:
Email:

And copy to:

8.3 **Nondiscrimination.** Engineer must comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
8.4 **Assignment and Successors.** Engineer may not assign its rights or obligations under this Agreement, in part or in whole, without the City’s written consent. This Agreement is binding on Engineer’s successors and permitted assigns.

8.5 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement.

8.6 **Governing Law and Venue.** This Agreement is governed by California law and venue must be in the Superior Court of Humboldt County, and no other place.

8.7 **Attorneys’ Fees.** If any legal action or proceeding is brought between the City and Engineer arising out of, relating to or seeking the interpretation or enforcement of the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees and costs, including the attorneys’ fees and costs for any arbitration, appeal, or enforcement of judgment.

8.8 **Amendment.** No amendment or modification of this Agreement will be binding unless it is in a writing duly authorized and signed by the parties to this Agreement.

8.9 **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 must 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 must be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor must any waiver constitute a continuing waiver unless specified in writing by the waiving party.

8.10 **Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability (“Force Majeure Event”), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

8.11 **Integration; Severability.** This Agreement and the attachments incorporated herein, including authorized addenda, amendments or change orders, if any, constitute the final, complete, and exclusive terms of the agreement between the City and Engineer. If any provision of this Agreement, or portion thereof, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Agreement will remain in full force and effect.
8.12 **Conflicts.** If any provision in the RFP or Proposal conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement will control over the conflicting or inconsistent provisions in the RFP or Proposal. If any provision in the attached Scope of Services conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions in the Scope of Services will control over the conflicting or inconsistent provisions in the body of this Agreement.

8.13 **Headings.** The headings in this Agreement are included for convenience only and must neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

8.14 **Legal Counsel.** Each party to this Agreement warrants that it has had adequate opportunity to consult with its legal counsel before causing this Agreement to be executed.

8.15 **Authorization.** Each individual executing this Agreement or its counterpart, on behalf of the respective party, warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he or she represents. As to those parties that are corporations, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

8.16 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which must be an original, but all of which together must constitute one instrument.

8.17 **Electronic Transmission.** Executed copies of this Agreement may be transmitted electronically between the parties by facsimile or email, and signatures on such electronically transmitted copies will be deemed original signatures.

The parties agree to this Agreement as witnessed by the signatures below:

THE CITY OF FORTUNA: 

ENGINEER:

__________________________________________

s/_________________________________________  s/_________________________________________

Name/Title [print]   Name/Title [print]

Date: __________________________  Date: __________________________
PROJECT DESCRIPTION:

[Insert Project description]

PROPOSED PROJECT SCHEDULE:

[Enter proposed dates for each major phase; modify listed phases as needed.]

____________________ Award of Engineering Services Agreement
____________________ Submittal of Preliminary Project Schedule
____________________ Submittal of Cost Estimate
____________________ Submittal of Completed Construction Documents
____________________ Advertise for Bidding
____________________ Award of Bid
____________________ Commence Construction
____________________ Final Completion
____________________ Project Closeout
Attachment B

ENGINEER’S RATE SCHEDULE

______________________________ Project

Engineer: ____________________________

PROJECT STAFFING:

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DATE: January 18, 2016

TO: Honorable Mayor and Council Members

FROM: Liz Shorey, Deputy Community Development Director

THRU: Regan M. Candelario, City Manager

SUBJECT: Public Hearing: Amend the Fortuna Zoning Ordinance (Title 17 of the Fortuna Municipal Code) Adding Section 17.06.120.5, “Medical Marijuana and Cultivation” to the Fortuna Municipal Code Prohibiting All Commercial Medical Marijuana Uses and Activities, Including Delivery and Cultivation, in all Zones in the City; Second Reading and Adoption of Ordinance 2016-719

STAFF RECOMMENDATION:

Hold the second reading and adopt Ordinance 2016-719, adding to the Fortuna Municipal Code Section 17.06.120.5. prohibiting medical marijuana uses within the City.

EXECUTIVE SUMMARY:

The first reading of Ordinance 2013-719 was presented and approved by the Fortuna City Council on Monday January 4, 2016.

The State Legislature recently adopted several bills (AB 243, AB 266, and AB 643) that will establish State procedures for regulating medical marijuana cultivation. AB 243 included a provision that a local jurisdiction must have an ordinance in effect prior to March 1, 2016 in order for the State to recognize the local regulations. The proposed amendment to the Zoning Ordinance to add Section 17.06.120.5, “Medical Marijuana and Cultivation” will satisfy the requirement.

The proposed zoning ordinance amendment would do the following:

a) Prohibit all commercial medical marijuana/cannabis uses and activities, including delivery, in all zones in the City of Fortuna; and,

b) Prohibit the cultivation of any amount of marijuana/cannabis for medical use by a qualified patient or primary caregiver in all zones in the City of Fortuna.

BACKGROUND

In 1996, California voters adopted the Compassionate Use Act (“CUA”) as a ballot initiative, codified at Health and Safety Code Section 11362.5. The CUA provides a limited defense from prosecution for cultivation and possession of marijuana. In 2003, the Legislature adopted the Medical Marijuana Program Act (“MMP”), codified at Health and Safety Code sections 11362.5 to 11362.83. The MMP provides qualified persons, primary caregivers, and holders of valid identification cards a defense to certain enumerated marijuana-related state crimes.
The California courts have found that neither the CUA nor the MMP provide medical marijuana patients with an unfettered right to obtain, cultivate, or dispense marijuana for medical purposes. Rather, the statutes set up limited defenses to state criminal prosecution. The manufacture, distribution, or possession of marijuana remains unlawful and a federal crime under the Federal Controlled Substance Act.

In 2013, the California Supreme Court confirmed a city’s ability to prohibit medical marijuana dispensaries within its boundaries. The court found that the CUA and MMP do not preempt a city’s local regulatory authority.

On November 26, 2013, the Court of Appeal decided and published its decision in the case of Maral v. City of Live Oak, 221 Cal.App.4th 975 (2013). Maral held that cities have authority to prohibit cultivation of all medical marijuana city-wide. Like the Supreme Court’s decision in City of Riverside, the Maral court similarly found that the CUA and MMP do not preempt a city’s regulatory authority to prohibit all cultivation in the city, if the city so chooses.

On December 1, 2015, the 5th Appellate District published a decision in Kirby v. County of Fresno in which the Court upheld the County’s ban on marijuana dispensaries, cultivation, and storage of medical marijuana because the CUA did not expressly restrict local government’s authority to regulate land use.

This year, the Legislature introduced three bills comprising the Medical Marijuana Regulation and Safety Act (MMRSA). These bills are designed to impose additional regulatory mechanisms related to medical marijuana. For example, there will be a dual licensing structure which requires a state and local license or permit in order to cultivate, dispense, or transport medical marijuana. Cities that wish to ban these land use activities are allowed to do so; however, there are critical time constraints.

Assembly Bill 266 established a dual licensing structure requiring state and local licenses or permits to establish marijuana businesses. However, if there is no local licensing requirement, the State Department of Food and Agriculture becomes the sole licensing authority. Assembly Bill 643 established criteria for the licensing of medical marijuana businesses, regulating physicians, and recognizing local authority to levy taxes and fees.

Assembly Bill 243 includes a provision stating that cities that do not have an ordinance regulating or prohibiting cultivation by March 1, 2016, will lose the authority to regulate or ban cultivation within their city limits.

The City of Fortuna currently has a provision in the Municipal Code, FMC Chapter 8.35, prohibiting “any person or entity to own, manage, conduct, or operate any medical marijuana dispensary or to participate as an employee, contractor, agent or volunteer, or in any other manner or capacity”.

Based on this Code provision, the City has not allowed any medical marijuana businesses to be established in Fortuna. However, per the terms of AB 243 above, by March 1, 2016, the City of Fortuna must specifically prohibit medical marijuana cultivation and delivery in order to retain the right to ban it within the City of Fortuna.

**FINDINGS/CONSIDERATIONS:**
**General Plan Policies Related to Medical Marijuana**

The proposed zoning ordinance amendments would make changes in response to recent changes in State Law (AB 243, AB 266, and AB 643) described in the “Background” section above. General Plan Policy calls for amending applicable ordinances and regulations to ensure consistency with the General Plan. There are no General Plan policies regarding medical marijuana activities. This zoning amendment will not result in inconsistency with the General Plan.

**Proposed Changes to the Zoning Ordinance**

The proposed zoning ordinance amendment (Attachment A) would do the following:

1) Commercial cannabis activities of all types (including cultivation) are expressly prohibited in all zones of the City. No person shall establish, operate, conduct, or allow a commercial cannabis activity anywhere in the City.

2) All deliveries of medical cannabis are expressly prohibited in the City of Fortuna. No person shall conduct any deliveries that either originate or terminate within the City.

3) All activities which require a state license under the Medical Marijuana Regulation and Safety Act (MMRSA) are prohibited in the City.

4) Cultivation of cannabis for non-commercial purposes, including cultivation by a qualified patient or a primary caregiver, is expressly prohibited in all zones of the City. No person, including a qualified patient or primary caregiver, shall cultivate any amount of cannabis in the City, even for medical purposes.

5) Any use in violation of these provisions shall be considered a “public nuisance” and could involve civil penalties.

The Planning Commission considered the zoning amendment at a public hearing on December 22, 2015, at which time they passed a recommendation (4/2) that the Council adopt the amendment. With a January 4, 2016 public hearing before the City Council and a second reading on January 19, 2016, the ordinance, if approved, would become effective 30 days after that or on February 20, 2016. This would meet the March 1, 2016, deadline in AB 243.

**Impacts on Existing Businesses**

The City of Fortuna currently has a provision in the Municipal Code, FMC Chapter 8.35, prohibiting “any person or entity to own, manage, conduct, or operate any medical marijuana dispensary or to participate as an employee, contractor, agent or volunteer, or in any other manner or capacity”. Based on this Code provision, the City has not allowed any medical marijuana businesses to be established in Fortuna because federal law does not allow it. Therefore, this new ordinance would not have any effect on any existing businesses in the City.

**Environmental Clearance**

The proposed ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA), as it is not a project under CEQA. Pursuant to CEQA Guidelines section 15601(b)(3), CEQA applies only to actions which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility an action may have a significant effect on the environment, the action is not subject to CEQA. The proposed ordinance prohibits marijuana activities; therefore, no new land disturbance or development projects will result from the ordinance amendment and the ordinance will not result in any physical changes to the environment.
FINANCIAL IMPACT

There is no impact to the City.

RECOMMENDED COUNCIL ACTION:

1. Receive staff presentation and review Council questions with staff.
2. Open Public Hearing.
3. Close Public Hearing
4. Motion to hold second reading and adopt Ordinance 2016-719 and read by title only; Roll call vote.

Attachments:

- Ordinance 2016-719; An Ordinance Of The City Council Of The City Of Fortuna, California, Adding Section 17.06.120.5, "Medical Marijuana And Cultivation" To The Fortuna Municipal Code Prohibiting All Commercial Medical Marijuana Uses In The City And Prohibiting Cultivation For Medical Use By A Qualified Patient Or Primary Caregiver

ORDINANCE 2016-719

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORTUNA, CALIFORNIA, ADDING SECTION 17.06.120.5, "MEDICAL MARIJUANA AND CULTIVATION" TO THE FORTUNA MUNICIPAL CODE PROHIBITING ALL COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY AND PROHIBITING CULTIVATION FOR MEDICAL USE BY A QUALIFIED PATIENT OR PRIMARY CAREGIVER

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code Section 11362.5 and entitled "The Compassionate Use Act of 1996" or "CUA").

WHEREAS, the intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to use it without fear of criminal prosecution under limited, specified circumstances. The proposition further provides that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes." The ballot arguments supporting Proposition 215 expressly acknowledged that "Proposition 215 does not allow unlimited quantities of marijuana to be grown anywhere."

WHEREAS, in 2004, the Legislature enacted Senate Bill 420 (codified as California Health and Safety Code§ 11362.7 et seq. and referred to as the "Medical Marijuana Program" or "MMP") to clarify the scope of Proposition 215 and to provide qualifying patients and primary caregivers who collectively or cooperatively cultivate marijuana for medical purposes with a limited defense to certain specified State criminal statutes. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances.

WHEREAS, in City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.: (2013) 56 Cal.4th 729, the California Supreme Court held that "[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land... " Additionally, in Mara/ v. City of Live Oak (2013) 221 Cal.App.4th 975, the Court of Appeal held that "there is no right – and certainly no constitutional right- to cultivate medical marijuana... ." The Court in Mara/ affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority.

WHEREAS, the Federal Controlled Substances Act, 21 U.S.C. Section 801 et seq., classifies marijuana as a Schedule 1 Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana.

WHEREAS, on October 9, 2015, Governor Brown signed three bills into law (AB 266, AB 243, and SB 643) which collectively are known as the Medical Marijuana Regulation and Safety Act (hereafter "MMRSA"). MMRSA set up a state licensing scheme for commercial medical
marijuana uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a state license. MMRSA allows the City to completely prohibit commercial medical marijuana activities.

WHEREAS, the City Council finds that commercial medical marijuana activities, as well as cultivation for personal medical use as allowed by the CUA and MMP can adversely affect the health, safety, and well-being of City residents. Citywide prohibition is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells and indoor electrical fire hazards that may result from such activities. Further, as recognized by the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, marijuana cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime.

WHEREAS, the limited immunity from specified state marijuana laws provided by the Compassionate Use Act and Medical Marijuana Program does not confer a land use right or the right to create or maintain a public nuisance.

WHEREAS, MMRSA contains language that requires the City to either prohibit or regulate marijuana uses by March 1, 2016, either expressly or otherwise under the principles of permissive zoning, or the State of California will become the sole licensing authority. MMRSA also contains language that requires delivery services to be expressly prohibited by local ordinance, if the City wishes to do so. MMRSA is silent as to how the City must prohibit other type of commercial medical marijuana activities.

THE CITY COUNCIL OF THE CITY OF FORTUNA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: FINDINGS AND PURPOSE
The purpose of the Zoning amendment is to adopt an ordinance relating to medical marijuana by March 1, 2016 in order to avoid being permanently preempted by State legislative acts set to take effect, allowing the City time to revisit and consider alternatives to these prohibitions;

SECTION 2: AUTHORITY
This Ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to, Article XI, Section 7 of the California Constitution, the Compassionate Use Act, the Medical Marijuana Program, and The Medical Marijuana Regulation and Safety Act.
SECTION 3: AMENDMENT OF SECTION 17.06.120.5.

WHEREAS, Section 17.06.120.5, “Medical Marijuana and Cultivation," is hereby added to the Fortuna Municipal Code to read as follows:

"SECTION 17.06.120.5"
MEDICAL MARIJUANA AND CULTIVATION

Section:
17.06.120.5.a Definitions
17.06.120.5.b Prohibition.
17.06.120.5.c Public Nuisance.
17.06.120.5.d Civil Penalties.

17.06.120.5.a Definitions.

'Cannabis' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(f) as the same may be amended from time to time.

'Caregiver' or 'primary caregiver' shall have the same meaning as set forth in Health and Safety Code Section 11362.7 as the same may be amended from time to time.

'Commercial cannabis activity' shall have the same meaning as that set forth in Business and Professions Code Section 19300.5(k) as the same may be amended from time to time.

'Cooperative' shall mean two or more persons collectively or cooperatively cultivating, using, transporting, possessing, administering, delivering or making available medical marijuana, with or without compensation.

'Cultivation' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(1) as the same may be amended from time to time.

'Cultivation site' shall have the same meaning as set forth in Business and Professions Code Section 19300.5 (x) as the same may be amended from time to time.

'Delivery' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(m) as the same may be amended from time to time.

'Dispensary' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(n) as the same may be amended from time to time. For purposes of this Chapter, 'Dispensary' shall also include a cooperative.

'Dispensary' shall not include the following uses:
(1) A clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code,
(2) A health care facility licensed pursuant to Chapter 2 of Division 2 of the California Health and Safety Code,
(3) A residential care facility for persons with chronic life-threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code,
(4) A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code,
(5) A residential hospice or home health agency licensed pursuant to Chapter 8 of Division 2 of the California Health and Safety Code.

'Dispensing' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(o) as the same may be amended from time to time.

'Distribution' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(p) as the same may be amended from time to time.

'Distributor' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(q) as the same may be amended from time to time.

'Manufacturer' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(y) as the same may be amended from time to time.

'Manufacturing site' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(af) as the same may be amended from time to time.

'Medical cannabis,' 'medical cannabis product,' or 'cannabis product' shall have the same meanings as set forth in Business & Professions Code§ 19300.5(ag) as the same may be amended from time to time.

'Medical Marijuana Regulation and Safety Act' or 'MMRSA' shall mean the following bills signed into law on October 9, 2015 as the same may be amended from time to time: AB 243, AB 246, and SB 643.

'Nursery' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(ah) as the same may be amended from time to time.

'Qualifying patient' or 'Qualified patient' shall have the same meaning as set forth in Health and Safety Code Section 11362.7 as the same may be amended from time to time.

'Testing laboratory' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(z) as the same may be amended from time to time.

'Transport' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(am) as the same may be amended from time to time.

'Transporter' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(aa) as the same may be amended from time to time.

17.06.120.5.b Prohibition.

A. Commercial cannabis activities of all types are expressly prohibited in all zones in the City of Fortuna. No person shall establish, operate, conduct or allow a commercial cannabis activity anywhere within the City.

B. To the extent not already covered by subsection A above, all deliveries of medical cannabis are expressly prohibited within the City of Fortuna. No person shall conduct any deliveries that either originate or terminate within the City.
C. This Section is meant to prohibit all activities for which a state license is required. Accordingly, the City shall not issue any permit, license or other entitlement for any activity for which a state license is required under the MMRSA.

D. Cultivation of cannabis for non-commercial purposes, including cultivation by a qualified patient or a primary caregiver, is expressly prohibited in all zones in the City of Fortuna. No person, including a qualified patient or primary caregiver, shall cultivate any amount of cannabis in the City, even for medical purposes.

17.06.120.5.c Public Nuisance.

Any use or condition caused, or permitted to exist, in violation of any provision of this Section 17.06.120.5 shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the City pursuant to Code of Civil Procedure Section 731 or any other remedy available to the City.

17.06.120.5.d Civil Penalties.

In addition to any other enforcement permitted by this Section 17.06.120.5, the City Attorney may bring a civil action for injunctive relief and civil penalties against any person or entity that violates this Chapter. In any civil action brought pursuant to this Chapter, a court of competent jurisdiction may award reasonable attorney fees and costs to the prevailing party."
SECTION 4: CEQA

The proposed ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA), as it is not a project under CEQA. Pursuant to CEQA Guidelines section 15601(b)(3), CEQA applies only to actions which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility an action may have a significant effect on the environment, the action is not subject to CEQA. The proposed ordinance prohibits marijuana activities, and will not result in any development projects or other land disturbances; therefore, the ordinance amendment and the ordinance will not result in any physical changes to the environment.

SECTION 5: SEVERABILITY

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6: PUBLICATION

The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

SECTION 7: CONFLICTS

All city policies, ordinances, and parts of ordinances in conflict herewith are hereby repealed.

SECTION 8: EFFECTIVE DATE

This ordinance shall become effective thirty (30) days after its adoption.

INTRODUCED AND FIRST READING PERFORMED on the 4th day of January 2016, by the following vote:

AYES: Council Member Brown, Strehl, Mayor Pro Tem Trent, Mayor Long
NOES: None
ABSENT: Council Member Gardner
ABSTAIN: None

__________________________________________
Sue Long, Mayor

ATTEST:

__________________________________________
Linda McGill CMC, City Clerk
SECOND READING PERFORMED AND ADOPTED on the 18th day of January 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

__________________________________
Sue Long, Mayor

ATTEST:

__________________________________
Linda McGill CMC, City Clerk

Approved As To Form:

__________________________________
David Tranberg, City Attorney

CERTIFICATE
I, Linda McGill, City Clerk of the City of Fortuna, do hereby certify that Ordinance 2016-719 was INTRODUCED at a regular meeting of the Fortuna City Council held the day of 2016, and was thereafter PASSED, ADOPTED AND ORDERED TO PRINT at a regular meeting of the Fortuna City Council held the day of 2016. I further certify that Ordinance 2016-719 was duly posted and published pursuant to law and the Charter of the City of Fortuna and is a true and correct copy.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Fortuna, California, and this ___ day of _____________, 2016.

__________________________________
Linda McGill, CMC
City Clerk, City of Fortuna
RESOLUTION NO. P-2015-2014

A RESOLUTION OF THE CITY OF FORTUNA PLANNING COMMISSION RECOMMENDING THAT THE FORTUNA CITY COUNCIL ADOPT ZONING ORDINANCE 2016-719, ADDING SECTION 17.06.120.5, "MEDICAL MARIJUANA AND CULTIVATION" TO THE FORTUNA MUNICIPAL CODE

WHEREAS, the City of Fortuna is charged with regulating land use under the police power by adopting and amending the Fortuna Municipal Code through the adoption of relevant ordinances, and

WHEREAS, the Fortuna City Planning Commission at its regular meeting of December 22, 2015, held a public hearing and considered a Zoning Ordinance amendment, initiated by the City of Fortuna. This amendment involves changes to the Fortuna Zoning Ordinance (Title 17 of the Fortuna Municipal Code) which would add section 17.06.120.5, "Medical Marijuana and Cultivation" to the Fortuna Municipal Code prohibiting all commercial medical marijuana/cannabis uses and activities, including dispensing, cultivation, and delivery, in all zones in the City of Fortuna and prohibiting the cultivation of any amount of marijuana for medical use by a qualified patient or primary caregiver in all zones in the City of Fortuna; and,

WHEREAS, the purpose of the Zoning amendment is to adopt an ordinance relating to medical marijuana by March 1, 2016 in order to avoid being permanently preempted by State legislative acts set to take effect, allowing the City time to revisit and consider alternatives to these prohibitions;

WHEREAS, the Fortuna City Planning Commission concurs with the Findings of the staff report dated December 22, 2015; and

NOW, THEREFORE, BE IT RESOLVED, that the Commission hereby recommends that the Fortuna City Council adopt the attached Ordinance amending Title 17—Zoning Regulations, section 17.06.120.5of the Fortuna Municipal Code.

PASSED AND ADOPTED on this 22nd day of December, 2015 by the following vote:

AYES: Bywater, Mobley, Morrison, Schwartz
NOES: Kravitz, Meaney
ABSENT: 0
ABSTAIN: Davis

Vice Chair, Planning Commission

ATTEST:

Secretary, Planning Commission
ORDINANCE 2015-719

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORTUNA,
CALIFORNIA, ADDING SECTION 17.06.120.5, "MEDICAL MARIJUANA AND
CULTIVATION" TO THE FORTUNA MUNICIPAL CODE PROHIBITING ALL
COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY AND
PROHIBITING CULTIVATION FOR MEDICAL USE BY A QUALIFIED
PATIENT OR PRIMARY CAREGIVER

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code Section 11362.5 and entitled "The Compassionate Use Act of 1996" or "CUA").

WHEREAS, the intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to use it without fear of criminal prosecution under limited, specified circumstances. The proposition further provides that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes." The ballot arguments supporting Proposition 215 expressly acknowledged that "Proposition 215 does not allow unlimited quantities of marijuana to be grown anywhere."

WHEREAS, in 2004, the Legislature enacted Senate Bill 420 (codified as California Health and Safety Code § 11362.7 et seq. and referred to as the "Medical Marijuana Program" or "MMP") to clarify the scope of Proposition 215 and to provide qualifying patients and primary caregivers who collectively or cooperatively cultivate marijuana for medical purposes with a limited defense to certain specified State criminal statutes. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances.

WHEREAS, in City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal.4th 729, the California Supreme Court held that "[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land..." Additionally, in Maral v. City of Live Oak (2013) 221 Cal.App.4th 975, the Court of Appeal held that "there is no right—and certainly no constitutional right—to cultivate medical marijuana..." The Court in Maral affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority.

WHEREAS, the Federal Controlled Substances Act, 21 U.S.C. Section 801 et seq., classifies marijuana as a Schedule I Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana.

WHEREAS, on October 9, 2015, Governor Brown signed three bills into law (AB
266, AB 243, and SB 643) which collectively are known as the Medical Marijuana Regulation and Safety Act (hereafter "MMRSA"). MMRSA set up a state licensing scheme for commercial medical marijuana uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a state license. MMRSA allows the City to completely prohibit commercial medical marijuana activities.

WHEREAS, the City Council finds that commercial medical marijuana activities, as well as cultivation for personal medical use as allowed by the CUA and MMP can adversely affect the health, safety, and well-being of City residents. Citywide prohibition is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells and indoor electrical fire hazards that may result from such activities. Further, as recognized by the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, marijuana cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime.

WHEREAS, the limited immunity from specified state marijuana laws provided by the Compassionate Use Act and Medical Marijuana Program does not confer a land use right or the right to create or maintain a public nuisance.

WHEREAS, MMRSA contains language that requires the City to either prohibit or regulate marijuana uses by March 1, 2016, either expressly or otherwise under the principles of permissive zoning, or the State of California will become the sole licensing authority. MMRSA also contains language that requires delivery services to be expressly prohibited by local ordinance, if the City wishes to do so. MMRSA is silent as to how the City must prohibit other type of commercial medical marijuana activities.

THE CITY COUNCIL OF THE CITY OF FORTUNA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: FINDINGS AND PURPOSE

The purpose of the Zoning amendment is to adopt an ordinance relating to medical marijuana by March 1, 2016 in order to avoid being permanently preempted by State legislative acts set to take effect, allowing the City time to revisit and consider alternatives to these prohibitions;

SECTION 2: AUTHORITY

This Ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to, Article XI, Section 7 of the California Constitution, the Compassionate Use Act, the Medical Marijuana Program, and The Medical Marijuana Regulation and Safety Act.

SECTION 3: ADOPTION OF SECTION 17.06.120.5.

WHEREAS, Section 17.06.120.5, "Medical Marijuana and Cultivation," is hereby added to the Fortuna Municipal Code to read as follows:
"Section 17.06.120.5"
MEDICAL MARIJUANA AND CULTIVATION

Section:
17.06.120.5.a Definitions.
17.06.120.5.b Prohibition. Public
17.06.120.5.c Nuisance. Civil
17.06.120.5.d Penalties.
Definitions.

'Cannabis' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(f) as the same may be amended from time to time.

'Caregiver' or 'primary caregiver' shall have the same meaning as set forth in Health and Safety Code Section 11362.7 as the same may be amended from time to time.

'Commercial cannabis activity' shall have the same meaning as that set forth in Business and Professions Code Section 19300.5(k) as the same may be amended from time to time.

'Cooperative' shall mean two or more persons collectively or cooperatively cultivating, using, transporting, possessing, administering, delivering or making available medical marijuana, with or without compensation.

'Cultivation' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(l) as the same may be amended from time to time.

'Cultivation site' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(x) as the same may be amended from time to time.

'Delivery' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(m) as the same may be amended from time to time.

'Dispensary' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(n) as the same may be amended from time to time. For purposes of this Chapter, 'Dispensary' shall also include a cooperative.

'Dispensary' shall not include the following uses:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code,

2. A health care facility licensed pursuant to Chapter 2 of Division 2 of the California Health and Safety Code,

3. A residential care facility for persons with chronic life-threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code,

4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code,
(5) A residential hospice or home health agency licensed pursuant to Chapter 8 of Division 2 of the California Health and Safety Code.

'Dispensing' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(o) as the same may be amended from time to time.

'Distribution' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(p) as the same may be amended from time to time.

'Distributor' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(q) as the same may be amended from time to time.

'Manufacturer' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(y) as the same may be amended from time to time.

'Manufacturing site' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(af) as the same may be amended from time to time.

'Medical cannabis,' 'medical cannabis product,' or 'cannabis product' shall have the same meanings as set forth in Business & Professions Code § 19300.5(ag) as the same may be amended from time to time.

'Medical Marijuana Regulation and Safety Act' or 'MMRSA' shall mean the following bills signed into law on October 9, 2015 as the same may be amended from time to time: AB 243, AB 246, and SB 643.

'Nursery' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(ah) as the same may be amended from time to time.

'Qualifying patient' or 'Qualified patient' shall have the same meaning as set forth in Health and Safety Code Section 11362.7 as the same may be amended from time to time.

'Testing laboratory' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(z) as the same may be amended from time to time.

'Transport' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(am) as the same may be amended from time to time.

'Transporter' shall have the same meaning as set forth in Business and Professions Code Section 19300.5(aa) as the same may be amended from time to time.

17.06.120.5.b Prohibition.

A. Commercial cannabis activities of all types are expressly prohibited in all zones in
the City of Fortuna. No person shall establish, operate, conduct or allow a commercial cannabis activity anywhere within the City.

B. To the extent not already covered by subsection A above, all deliveries of medical cannabis are expressly prohibited within the City of Fortuna. No person shall conduct any deliveries that either originate or terminate within the City.

C. This Section is meant to prohibit all activities for which a state license is required. Accordingly, the City shall not issue any permit, license or other entitlement for any activity for which a state license is required under the MMRSA.

D. Cultivation of cannabis for non-commercial purposes, including cultivation by a qualified patient or a primary caregiver, is expressly prohibited in all zones in the City of Fortuna. No person, including a qualified patient or primary caregiver, shall cultivate any amount of cannabis in the City, even for medical purposes.

17.06.120.5.c Public Nuisance.

Any use or condition caused, or permitted to exist, in violation of any provision of this Section 17.06.120.5 shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the City pursuant to Code of Civil Procedure Section 731 or any other remedy available to the City.

17.06.120.5.d Civil Penalties.

In addition to any other enforcement permitted by this Section 17.06.120.5, the City Attorney may bring a civil action for injunctive relief and civil penalties against any person or entity that violates this Chapter. In any civil action brought pursuant to this Chapter, a court of competent jurisdiction may award reasonable attorney fees and costs to the prevailing party."
SECTION 4: CEQA

The proposed ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA), as it is not a project under CEQA. Pursuant to CEQA Guidelines section 15601(b)(3), CEQA applies only to actions which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility an action may have a significant effect on the environment, the action is not subject to CEQA. The proposed ordinance prohibits marijuana activities, and will not result in any development projects or other land disturbances; therefore, the ordinance amendment and the ordinance will not result in any physical changes to the environment.

SECTION 5: SEVERABILITY

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6: PUBLICATION

The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.
The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Fortuna on the ____ day of, 2016, and was passed and adopted at a regular meeting of said City Council held on the ______________________ day of ________, 2016, by the following called vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN: 

Sue Long, Mayor

ATTEST:

Linda McGill CMC, City Clerk

Approved As To Form:

David Tranberg, City Attorney

CERTIFICATE

I, Linda McGill, City Clerk of the City of Fortuna, do hereby certify that Ordinance 2015-____ was INTRODUCED at a regular meeting of the Fortuna City Council held the ____ day of ________, 2016, and was thereafter PASSED, ADOPTED AND ORDERED TO PRINT at a regular meeting of the Fortuna City Council held the ____ day of ________, 2016. I further certify that Ordinance 2015-____ was duly posted and published pursuant to law and the Charter of the City of Fortuna and is a true and correct copy.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Fortuna, California, and this ____ day of ____________, 2016.

Linda McGill, CMC 
City Clerk, City of Fortuna
DATE: January 18, 2016

TO: Honorable Mayor and Council Members

FROM: Regan Candelario, City Manager

SUBJECT: Discuss City of Fortuna Travel Policy and Provide Direction to Staff

STAFF RECOMMENDATION:
Provide direction to staff regarding any changes Council feels is necessary for the Travel Policy.

EXECUTIVE SUMMARY:
Mayor Pro Tem Trent has asked staff to bring this item before the Council for further discussion.

FINANCIAL IMPACT:
There is no financial impact associated with this item at this time.

RECOMMENDED COUNCIL ACTION:
1. Receive staff presentation and review Council questions with staff
2. Open Public Comment
3. Close Public Comment; voice vote
4. No action required. Provide direction to staff

Attachments:
• Current Travel Policy adopted 12/15/2014
PURPOSE

To provide a uniform travel payment policy for employees and other City personnel attending training conferences and seminars. This policy is implemented in accordance with Rule XIII, Section 2 of Fortuna's Rules and Regulations as amended.

POLICY AND PROCEDURE

A. Types of Training:

Department heads will assess training needs and requirements of employees and other City personnel assigned to their respective department. The City Manager will approve all annual travel and training budgets.

B. Modes of Travel:

The least expensive mode of travel, taking into consideration distance, time and cost of public transportation, should be used. Staff may use commercial airlines, personal vehicles, rental autos or city pooled vehicles for travel purposes.

**Most of the time, employees will be expected to use a city vehicle when attending training.** If a city vehicle is not available, with City Manager authorization, employees may use their own personal vehicle and receive reimbursement at the established mileage rate.

If a personal vehicle is used when a City pooled vehicle is available, the City will pay the actual cost of fuel as evidenced by a receipt. Proof of insurance will be required.

C. Lodging, Meals, Misc.:

Monies may be advanced for room, board and miscellaneous expenses to attend conferences and seminars. Receipts for all expenses must be maintained and will be submitted to the Finance Department upon return. Reconciliation of costs against advance will be conducted.

Police Employees receiving POST reimbursements for training expenses shall receive the current per diem rate established by POST for meals and customary tips. The travel reconciliation shall state the total amount received by the police employee per day.

The City will pay for transportation, parking/tolls, lodging, registration, course materials, meals and customary tips.

The City will only pay travel expenses of the staff member and receipts must be submitted for reimbursement.
Meals and incidentals are reimbursed according to the guidelines below if the travel is overnight and is pre-approved by the Department Head.

The Federal rate for meal and incidental expenses (M&IE) will be paid without itemization of expenses or receipts. For employee travel, the maximum meal reimbursement is up to the federal per diem rate.

Each city in the Federal rate guide has a dollar value for the full day depending on the relative cost of meals in that jurisdiction. Once you obtain the total dollar value, you can refer to this table to determine the rates for each meal:

<table>
<thead>
<tr>
<th>Meal Type</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continental Breakfast/Breakfast</td>
<td>20%</td>
</tr>
<tr>
<td>Lunch</td>
<td>30%</td>
</tr>
<tr>
<td>Dinner</td>
<td>45%</td>
</tr>
<tr>
<td>Incidentals</td>
<td>5%</td>
</tr>
</tbody>
</table>

**Conference Provided Meals**

- If one or more meals are included as part of a conference registration fee, you should only charge the remaining meals and incidental expense rate from the above chart. A copy of the conference schedule and any other conference information must be attached to the travel claim documentation.
- You cannot claim per diem in lieu of conference provided meals. There are no exceptions allowed.

D. Location:

Training will be confined to locations within the State. Attendance at out-of-state conferences shall be approved by the City Manager upon recommendation of the Department Head.

E. Approval Process:

Requests for training shall be submitted through their respective Supervisor. The request must include a statement identifying the type of training, location, attendance dates and estimated expense. A training advance may be granted from the estimated expense report. A completed Travel Expense Record and receipts for actual expenses must be submitted to the Finance Office for reconciliation. Participants will receive reimbursement for approved costs exceeding the advance or will refund monies not expended.
HISTORY
Adopted December, 27, 1996
Revised December 6, 2014

Attest:

City Clerk

Regan M Candelario, City Manager
DATE: January 18, 2016

TO: Honorable Mayor and City Councilmembers

FROM: Regan M. Candelario, City Manager

1. **Upcoming Council Meeting Dates**

<table>
<thead>
<tr>
<th>Date</th>
<th>Council Meeting</th>
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| Monday, February 1, 2016 | Council Meeting at 6:00 p.m.  
|                       | Council Chambers at City Hall                        |
| Tuesday, February 16, 2016 | Council Meeting at 6:00 p.m.  
|                       | Council Chambers at City Hall                        |

2. **Verbal Report**

- Staff will be attending the REMIF annual meeting January 21 & 22, 2016.
- The Chamber of Commerce State of the City breakfast event will be held Thursday, January 29, 2016 at River Lodge.
- Division Head Staff members are preparing for the objectives and accomplishments discussion meeting set for February 2016.
- The City Manager will be providing direction to the Departments regarding the upcoming fiscal year budget development process.
- There are many significant development projects on the current agenda for City Staff and more in the pipeline. These projects are very encouraging for the future of Fortuna and will require focus and extra efforts.