

201 North Lassen Street Willows, CA 95988 (530) 934-7041

Willows City Council Regular Meeting

January 24, 2023 Willows City Hall 6:00 PM – Regular Session

Agenda

City Council
Rick Thomas, Mayor
David Vodden, Vice Mayor
Gary Hansen, Council Member
Jeff Williams, Council Member
Casey Hofhenke, Council Member

City Manager Marti Brown

<u>City Clerk</u> Louis Ósémwegie

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. CHANGES TO THE AGENDA

5. PUBLIC COMMENT & CONSENT CALENDAR FORUM

All matters on the Consent Calendar are considered routine and are approved by one motion and vote, unless Councilmembers or the City Manager first requests that a matter be removed for separate discussion and action. Individuals wishing to address the City Council concerning Consent Calendar items or regarding matters that are not already on the agenda are invited to make oral comments of up to three minutes at this time. Please address your comments to the Mayor and Councilmembers, and not to staff and/or the audience. By State law, the Council is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the City Council, please mail it to the City Clerk at 201 North Lassen Street, Willows, CA 95988 or email it to: losemwegie@cityofwillows.org.

a. Register Approval

Recommended Action: Approve general checking, payroll, and direct deposit check registers. Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

b. Minutes Approval

Recommended Action: Approve minutes of the January 10, 2023, City Council meeting. Contact: Louis Osemwegie, City Clerk, losemwegie@cityofwillows.org

c. New Appointments to Northern California Cities Self-Insured Fund (NCCSIF) Board of Directors.

Recommended Action: Approve appointment of the Accounting Manager, Lori Fahey, to the Northern California Cities Self Insurance Fund (NCCSIF) Board of Directors to represent the City's insurance interests, and the City Manager, Marti Brown, as the Alternate. Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

d. City of Willows Conflict-of-Interest Code, Administrative Policy 5-1

Recommended Action: Adopt Resolution No. XX-2023 amending the City of Willows Conflict-of-Interest Code, Administrative Policy 5-1.

Contact: David Ritchie, City Attorney, dritchie@colehuber.com

e. Annual Pavement Rehabilitation Project – Design Contract (Coastland Civil Engineering)

Recommended Action: Adopt Resolution XX-2023 authorizing the City Manager, or her designee, to execute a contract amendment with Coastland Civil Engineering to provide design services for the 2022-23 Annual Pavement Rehabilitation Project.

Contact: Patrick Piatt, Community Development & Services Director, ppiatt@cityofwillows.org

f. Letter of Support for the 2022 Glenn Groundwater Authority Urban Community Drought Relief Program Grant Application.

Recommended Action: Approve a letter of support to the Glenn County Groundwater Authority 2022 Urban Community Drought Relief Program Grant Application.

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

6. PRESENTATION

a. Proposed Barn Project Presentation by the Willows Unified School District and Future Farmers of America (FFA)

Recommended Action: Receive the Barn Project Presentation by the Willows Unified School District and Future Farmers of America (FFA) and provide direction to staff.

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

b. Annual Fire Department Presentation

Recommended Action: Receive the Annual Fire Department presentation and provide feedback. Contact: Nate Monck, Fire Chief, nmonck@cityofwillows.org

7. **DISCUSSION & ACTION CALENDAR**

All matters in this section of the Agenda are discussed and will be acted on individually. Individuals wishing to address the City Council concerning any of these items are invited to make oral comments of up to three minutes at this time. Please address your comments to the Mayor and Councilmembers, and not to staff and/or the audience. When the Mayor calls for public comment, please raise your hand to be acknowledged. While not required, the City requests that you please state your name clearly for the audio recording. By State law, the Council is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the City Council, please mail it to the City Clerk at 201 North Lassen Street, Willows, CA 95988 or email it to: losemwegie@cityofwillows.org.

a. One-Year Contract Extension with County of Glenn for Law Enforcement Services

Recommended Action: Authorize the City Manager to execute a one-year contract extension with the County of Glenn for Law Enforcement and Animal Control Services in an amount not-to-exceed \$1,574,756.41.

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

b. Urgent South Tehama Street Bridge Repair Project

Recommended Action: Adopt a resolution authorizing the City Manager, or her designee, to execute a contract with the lowest responsible bidder for the Tehama Street Bridge Urgent Repair Project and to establish a not to exceed budget for the overall project.

Contact: Patrick Piatt, Community Development & Services Director, ppiatt@cityofwillows.org

c. Updated Salary Schedule for All Authorized Full-Time Job Classifications

Recommended Action: Adopt the updated salary schedules for all authorized full-time job classifications (Exhibit A).

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

d. Swimming Pool Steering Committee

Recommended Action: Establish a structure for appointing members of the public to a Swimming Pool Steering Committee to research options for renovating the City's existing swimming pool and/or fundraising for a new swimming pool and other associated structures. Requested by: Vice-Mayor Vodden

e. Re-Open City Hall on Fridays

Recommended Action: Authorize the City Manager to implement action to Re-Open City Hall on Fridays and Adopt a resolution reestablishing the Re-Opening of City Hall on Fridays Requested by: Vice-Mayor Vodden

8. COMMENTS & REPORTS

- a. Council Correspondence
- b. Council Comments & Reports

9. CLOSED SESSION

Pursuant to Government Code Sections §54954.3, the public will have an opportunity to directly address the legislative body on the item below prior to the Council convening into closed session. Public Comments are generally restricted to three minutes.

a. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to § 54956.9(b): (Cases: 1).

10. ADJOURNMENT

This agenda was posted on January 20, 2023.

louis osamivagia

Louis Ósémwegie, City Clerk

A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall or the Willows Public Library at 201 North Lassen Street in Willows or on the City's website at www.cityofwillows.org.

In compliance with the Americans with Disabilities Act, the City of Willows will make available to members of the public any special assistance necessary to participate in this meeting. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132). The public should contact the City Clerk's office at 934-7041 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.



PUBLIC COMMENT & CONSENT CALENDAR FORUM



PERIOD

	11/30/2022	то	01/18/2023
Payroll Direct Deposit	Z46227	то	Z46286
General Checking	40517	то	40535
Check Register Check Register Check Register	052736 052759 052772	TO TO TO	052758 (Batch #18) 052771 (Batch #19) 052808 (Batch #20)

APPROVAL DATE 01/24/2023

APPROVED _____

PAGE: 001 ID #: PRCR CTL.: WIL

≀un By : Katie	Butler				oon neg	2041			
7 e						_ 16 ±			
Check	Pavroll	**E	Cmployee**	Actual	Figcal	Gross	Tav	Deduction	Check
Number Date	Date	Num	Name	Period	Period	Amount	Amount	Amount	Amount
	*******					************	mound	Amound	Amount
40517 01/04/23	01/01/23	MAR00	MARTINEZ, JULIANA	01-23	07 22	0.0			
446227 01/04/23	01/01/23	HAN02	HANSEN, GARY L HOFHENKE, CASEY THOMAS, RICHARD VODDEN, DAVID WILLIAMS, JEFF	01-23	07-23	250.00			
446228 01/04/23	01/01/23	HOF01	HOFHENKE, CASEY	01-23	07-23	375.00		8	
446229 01/04/23	01/01/23	THOOO	THOMAS, RICHARD	01-23	07-23	375.00			
446230 01/04/23	01/01/23	VOD00	VODDEN, DAVID	01-23	07-23	375.00			
746231 01/04/23	01/01/23	WIL02	WILLIAMS, JEFF	01-23	07-23	250.00			
746232 01/04/23	01/01/23	BRO01	WILLIAMS, JEFF Brown, Martha Burt, Kellie D BUTLER, KATIE LEEANN FAHEY, LORI OSEMWEGIE, LOUIS Pride , Lori A THRAILKILL, ROSEMARIE WOODS, CANDIS K PIATT, JAMES PATRICK	01-23	07-23	5955.77			
246233 01/04/23	01/31/23	BUROO	Burt, Kellie D	01-23	07-23	50.00			
246234 01/04/23	01/01/23	BUT01	BUTLER, KATIE LEEANN	01-23	07-23	2114.00			
246235 01/04/23	01/01/23	FAH00	FAHEY, LORI	01-23	07-23	3368.11			
746236 01/04/23	01/01/23	OSE00	OSEMWEGIE, LOUIS	01-23	07-23	2700.00			
146237 01/04/23	01/31/23	PRIOO	Pride , Lori A	01-23	07-23	50 000			
746238 01/04/23	01/31/23	THR02	THRAILKILL, ROSEMARIE	01-23	07-23	50.00			
746239 01/04/23	01/31/23	WOO00	WOODS, CANDIS K	01-23	07-23	50.00			
746240 01/04/23	01/01/23	PIAOO	PIATT, JAMES PATRICK	01-23	07-23	4807.69			
1110211 01/04/23	01/01/23	KODOT	MODIFICATION TAILY T	01-73	07-23	2404.00			
			Arellanes, Ashley Marie			326.99			
			BRIONES, BRENDA VALENZU	01-23	07-23	128.00			
			EHORN, CAITLIN A	01-23	07-23	1372.92			
446245 01/04/23	01/01/23	SPE02	SPENCE, KYLIEGH C	01-23	07-23	272.00			
446246 01/04/23	01/01/23	VAR00	Vargas, Giovani BOBADILLA, PEDRO D	01-23	07-23	208.00			
446247 01/04/23	01/01/23	BOBOO	BOBADILLA, PEDRO D	01-23		50.00			
416248 01/04/23	01/01/23	HUT04	HUTSON, KRISTINA RENEE	01-23	07-23	515.00			
446249 01/04/23	01/01/23	ENO00	ENOS, KYLE	01-23	07-23	2128.55			
416250 01/04/23	01/01/23	HINOO	Hintz-Livin, Braden Greg	01-23	07-23	854.88			
446251 01/04/23	01/01/23	HUT01	Hutson, Evan C	01-23	07-23	1709.76			
446252 01/04/23	01/01/23	LOM00	LOMBARD, TYLER JOSEPH	01-23	07-23	3361.99			
446253 01/04/23	01/01/23	LOP02	Lopez, Jose	01-23	07-23	854.88			
446254 01/04/23	01/01/23	MONOO	MONCK, NATHANIAL T	01-23	07-23	4530,27			
446255 01/04/23	01/01/23	RAK00	RAKESTRAW, SHANE	01-23	07-23	427.44			
446256 01/04/23	01/01/23	ABO00	ABOLD, STEVEN B	01-23	07-23	2093.18			
446257 01/04/23	01/01/23	CAZ01	RAKESTRAW, SHANE ABOLD, STEVEN B Cazares, Benjamin L.	01-23	07-23	2546.10			
146258 01/04/23	01/01/23	MINOO	MINGS. MICHAEL E	01 - 23	07-23	2437.54			
146259 01/04/23	01/01/23	PFY00	PFYL, NATISA N RANDOLPH, MATTHEW REED, JOSHUA	01-23	07-23	3001.51			
446260 01/04/23	01/01/23	RAN01	RANDOLPH, MATTHEW	01-23	07-23	1566.77			
146261 01/04/23	01/01/23	REE00	REED, JOSHUA	01-23	07-23	1566.77			
:46262 01/04/23	01/01/23	VAS01	VASQUEZ, PEDRO CEASAR	01-23	07-23	2132.62			
					100				

55347.74 ************

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CITY OF WILLOWS

REPORT: 01/05/23 RUN ON: 01/05/23 Time: 10:31 RUN BY: Katie Butler

Vendor Check Register Print

PAGE: 001 ID #: SPVR CTL: WIL

Number			endor/Organization	Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid

			AFLAC WAGE WORKS	C30104	01/04/23	AFLAC DEPENT PRETAX	01-23	41.67	41.67
			EMPLOYMENT DEVELOP, DEPT. S		01/04/23	STATE INCOME TAX	01-23	1412.41	1412.41
			EMPLOYMENT DEVELOPMENT DEP	C301,04	01/04/23		01-23	486.27	
			ICMA RETIREMENT TRUST 457	C30104	01/04/23	DEFERRED COMP - ICMA	01-23	200.00	,
			NATIONWIDE RETIREMENT SOLU			USCM DEF. COMP. NAT	01-23	1605.00	200:00
			NATIONWIDE RETIREMENT SOLU	1C30104		USCM DEF, COMP, MTCH	01-23	278.85	1883.85
			P.E.R.S.	C30104		PERS PAYROLL REMITTANCE	01-23	8138.56	8138.56
			UMPQUA BANK	C30104		DIRECT DEPOSIT	01-23	38783.75	38783.75
			UMPQUA BANK - MYTAXPAYER	C30104		FEDERAL INCOME TAX	01-23	3737.96	30703,73
			UMPQUA BANK - MYTAXPAYER	1C30104	01/04/23	FICA	01-23	6761.90	
40525	01/05/23	UMP01	UMPQUA BANK - MYTAXPAYER	2C30104	01/04/23	MEDICARE	01-23	1581.54	12081.40
						TOTAL DISBURSED		63027.91	63027.91
								пинимперинии	***********

REPORT:: Nov 30 22 Wednesday RUN...: Nov 30 22 Time: 09:14 Run By.: Katie Butler

CITY OF WILLOWS
Automatic Check Listing/Update
Control Date: 11/30/22 Cash Account No..: 000 1045 PAGE: 001 ID #: PY-CL CTL.: WIL

		Date	Period	Discount	Gross		Net
Invoice No	Description	Due Date	Fiscal Tr	m G/L Account No	Amount	Amount	Amount
	Description Check #.: 052736 Check Date.: 11/30/22	Vendor I	.D.: AMA00	(AMAZON.COM)			
C21129-	ZIP BOOKS - WILLOWS LIBRARY	11/29/22 11/30/22	05-23				
***********	Check #.: 052737 Check Date.: 11/30/22						
3108-		11/15/22 11/30/22	05-23				137.60
	Check #.: 052738 Check Date.: 11/30/22						**********
	TELEPHONE EXP. 10-19-22 TO 11-18-22	11/30/22	05-23				1280.60
	Check #.: 052739 Check Date.: 11/30/22	Vendor I	.D.: BAKO	6 (BAKER & TAYLOR	(BOOKS)		
	NEW PRINT MAT. WILLOWS LIBRARY	11/17/22 11/30/22	05-23				157.73

	Check #.: 052740 Check Date.: 11/30/22	vendor 1	D.: BARU.	I (MITTOMS WOLD)	ARIS)		
646506-	TSTR CIRCUIT- SPARK PL		11-22	A	6.75	.00	6.75
646511-	AUTO HD	11/30/22 11/25/22 11/30/22	11-22	A	6.08	.00	6.08
646525-	10IN DIP BRUSH HEAD	11/25/22	11-22	A	13.93	.00	13.93
646567-	INCANDESCENT SLD BMS	11/30/22 11/26/22 11/30/22	11-22	A	61.11		61.11
							97 87
		**	Vendor's	Subtotal>	87.87	00	87.87
				· · · · · · · · · · · · · · · · · · ·			
	Check # .: 052741 Check Date .: 11/30/22	vendor I	.D.: CALO:	I (CALIFORNIA WA:	ER SERVICE (.0.1	
C21129-	WATER & SEWER	11/10/22 11/30/22	11-22 05-23	A	4133.49	,00	4133.49

REPORT:: Nov 30 22 Wednesday RUN...:: Nov 30 22 Time: 09:14 Run By.: Katie Butler

CITY OF WILLOWS
Automatic Check Listing/Update
Control Date: 11/30/22 Cash Account No..: 000 1045

PAGE: 002 ID #: PY-CL CTL.: WIL

Invoice N	o Description	Date Due Date	Period Fiscal	Discount Im G/L Account No	Gross Amount	Discount Amount	Net Amount
	Check #.: 052742 Check Date.: 11/30/22		.D.: CHI	03 (CHICO MEDIA GE	ROUP)		
5032-	FINAL 50% FOR CITY OF WILLOWS VIDEO/PHOTO PROJECT	11/06/22 11/30/22			7750.00	.00	7750.00
*******	Check #.: 052743 Check Date.: 11/30/22	Vendor I	.D.: COL	08 (COLE HUBER LLE	· · · · · · · · · · · · · · · · · · ·		**********
40873-	LITIGATION	11/07/22 11/30/22			815.75	.00	815.75
40874-	LITIGATION	11/07/22 11/30/22	11-22		6661.27	.00	6661.27
40885-	GENERAL COUNSEL SERVICES	11/07/22	11-22		10053.73	.00	10053.73
40886-	141 N CRAWFORD ABATEMENT	11/30/22 11/07/22 11/30/22	11-22		1044.13	.00	1044.13
		**	Vendor's	Subtotal>	18574.88	.00	18574.88
	Check #.: 052744 Check Date.: 11/30/22	Vendor I	D.: COR)2 (CORBIN WILLITS	SYSTEMS)		
000C21115-	CONT. SERV. FINANCE	11/15/22		A	300.00	00	300.00
00C211151-	CONT. SERV. FINANCE	11/30/22 11/15/22 11/30/22	11-22	A	432.84	856	432.84
		**	Vendor's	Subtotal>	732.84	.00	732.84
	Check #.: 052745 Check Date.: 11/30/22	Vendor I.	D.: CREO	1 (CREATIVE COMPO	SITION)		******
20549-	BUSINESS CARDS- WYATT PAXTON	11/28/22 11/30/22		A	106.60	00	106.60
	Check #.: 052746 Check Date.: 11/30/22	Vendor I.	D.: GLE1	3 (GLENN CO. CLER	K-RECORDER)		
C21129-	NOTICE OF EXEMPTION - WILLOWS FIRE DEPT.	11/29/22 11/30/22		А	50.00	.00	50.00

REPORT.: Nov 30 22 Wednesday RUN....: Nov 30 22 Time: 09:14 Run By.: Katie Butler

CITY OF WILLOWS
Automatic Check Listing/Update
Control Date: 11/30/22 Cash Account No..: 000 1045

PAGE: 003 ID #: PY-CL CTL.: WIL

Invoice No	Description		Period	Discount m G/L Account No	Gross	Discount Amount	Net Amount
						Amount	Amoune
	Check #.: 052747 Check Date.: 11/30/22	Vendor I	.D.: JERO	O (JEREMY'S PEST	STOMPERS)		
117221-	PEST CONTROL FOR CITY HALL- NOV 2022	11/07/22 11/30/22			55.00	,00	55.00
	Check #.: 052748 Check Date.: 11/30/22	Vendor I	.D.: MATO	L (MATSON & ISOM	TECHNOLOGY	CONSULTING	(NC)
0025475-	LAPTOP FOR NATE MONCK	11/21/22			2123.26	.00	2123,26
0084761-	SERVICES	11/30/22 08/11/22 11/30/22	11-22		2813.00		2813.00
		**	Vendor's	Subtotal>	4936.26		4936.26
	Check #.: 052749 Check Date.: 11/30/22			L (NCCSIF)			
2674-	2021-22 LIABILITY BANKING LAYER ASSESSMENT 50% (2)	11/01/22 11/30/22		A	10230.00	.00	10230.00
	Check #.: 052750 Check Date.: 11/30/22	Vendor I	D.: NEXO) (NEXGEN UTILITY	MANAGEMENT)	
3565-	PROFESSIONAL SERVICES - CHERRY STREET	11/19/22 11/30/22			9095.00	.00	9095.00
	Check #.: 052751 Check Date.: 11/30/22			OFFICE DEPOT,			
276725000-	OFFICE SUPPLIES	11/30/22			143.01		143.01
	Check #.: 052752 Check Date.: 11/30/22						
C21129-	UTILITY-ELECTRIC FOR 10-15-22 TO 11-15-22	11/29/22 11/30/22		L ₀	10889.82	00	10889.82

REPORT: Nov 30 22 Wednesday RUN...: Nov 30 22 Time: 09:14 Run By.: Katie Butler

CITY OF WILLOWS
Automatic Check Listing/Update
Control Date: 11/30/22 Cash Account No..: 000 1045 PAGE: 004 ID #; PY-CL CTL.: WIL

Invoice No Descri	ption		Due Date	Fiscal Tm	Discount G/L Account No	Gross Amount	Discount Amount	Net Amount
	Check #.: 052753	Check Date.: 11/30/22	Vendor I	.D.: RGS01	(REGIONAL GOVER	NMENT SERVI	CES)	
14248- CONTRA	ACT SERVICES FOR OCT :	2022- HR	10/31/22 11/30/22			207.96	.00	207.96
	Check #.: 052754	Check Date.: 11/30/22	Vendor I	D.: SAC08	(SACRAMENTO VAL	LEY MIRROR)	*********	
1114- LEGAL	ADVERTISING		11/17/22 11/30/22	11-22 A 05-23		229.60	.00	229.60
	Check #.: 052755	Check Date.: 11/30/22	Vendor I	D.: SUN07	(SUN LIFE FINAN	CIAL)		
C21129- BILLIN	IG FOR 11-1-22 TO 11-3	00-22	11/29/22 11/30/22			1197.31	.00	1197.31
	Check #.: 052756	Check Date.: 11/30/22	Vendor I	D.: WAL07	(WAL-MART COMMU	NITY)		
C21130- STATEM	IENT 1645343224		11/30/22 11/30/22	05-23			00	354.50
	Check #.: 052757	Check Date.: 11/30/22			(WILLDAN)			
713670- CONTRA	CT PLANNING SERVICES	FOR OCT 2022	11/18/22 11/30/22			11503.11	00	11503.11
	Check #.: 052758	Check Date.; 11/30/22	Vendor I.	D.: WILHD	(WILLOWS HARDWA	RE, INC.)		**********
278790- 20 AMP	BREAKERS		11/25/22 11/30/22	11-22 A 05-23		23.58	.00	23.58
			**	Total Chec	cks Paid>	82486.22	.00	82486,22

REPORT.: Nov 30 22 Wednesday RUN....: Nov 30 22 Time: 09:14 Run By.: Katie Butler CITY OF WILLOWS
Automatic Check Listing/Update
General Ledger Accounts Summary for November 30, 2022
Accounting Period is November, 2022

PAGE: 005 ID #: PY-CL CTL.: WIL

G/L Account No	Total Amount	Extension	FUND Description	ACCT Description DEPT Description
000 1045	-82486.22	-82486.22	Cash Clearing	Umpqua Bank-General Checking
301 2400	60210.62	-22275.60	General	Accounts Payable
313 2400	199.11	-22076.49	Willows Lightin	Accounts Payable
315 2400	4081.80	-17994.69	Gas Tax 2106	Accounts Payable
318 2400	9457.84	-8536.85	Sewer Maint.	Accounts Payable
325 2400	27.73	-8509.12	Water Enterpris	Accounts Payable
338 2400	149.74	-8359.38	County Library	Accounts Payable
341 2400	609.38	-7750,00	Zip Books-State	Accounts Payable
376 2400	7750.00	.00	Slesf	Accounts Payable

REPORT: 01/17/23 RUN...: 01/17/23 Time: 15:42

Run By .: Katie Butler

246286 01/20/23 01/15/23 VAS01 VASQUEZ, PEDRO CEASAR

Check Payroll **Employee** Actual Fiscal Gross Tax Deduction Check Num Name Number Date Period Period
 Number
 Date
 Num
 Name
 Period
 Period

 40526
 01/20/23
 01/15/23
 MAR00
 MARTINEZ, JULIANA
 01-23
 07-23

 246263
 01/20/23
 01/15/23
 BRO01
 Brown, Martha
 01-23
 07-23

 246265
 01/20/23
 01/15/23
 BRO01
 BUTLER, KATIE LEEANN
 01-23
 07-23

 246265
 01/20/23
 01/15/23
 PAHOO
 FAHEY, LORI
 01-23
 07-23

 246266
 01/20/23
 01/15/23
 PAHOO
 PAHEY, LORI
 01-23
 07-23

 246266
 01/20/23
 01/15/23
 PAHOO
 PAHEY, LORI
 01-23
 07-23

 246267
 01/20/23
 01/15/23
 PAHOO
 PAHEY, LORI
 01-23
 07-23

 246268
 01/20/23
 01/15/23
 PENOO
 PEATT, JAMES PARTICK
 01-23
 07-23

 246270
 01/20/23
 01/15/23
 AREOO
 AREIDHADEN, TARA
 L
 01-23
 07-23

 246271
 01/20/23
 01/15/23
 BRIO Amount Amount Amount Amount 176.00 5955.77 2074 00 3328.12 2700.00 4807.69 2364.00 653:98 256,00 1332.92 544.00 592.00 506.25 2939.01 854.88 2541.24 1709.76 4530.27 1893.18 1844.45 1800,84 2961.51 1870.29 1984-69

01-23 07-23

2092.62 52313.47

PAGE:

ID #: PRCR CTL:

001

WIL

REPORT: 01/18/23 RUN ON: 01/18/23 Time: 09:51 RUN BY: Katle Butler

CITY OF WILLOWS

Vendor Check Register Print

PAGE: 001 ID #: SPVR CTL.: WIL

Number			Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid
		***** ******************		******	**********			
40527	01/18/23	AFL02 AFLAC WAGE WORKS	C30117	01/17/23	AFLAC DEPENT PRETAX	01-23	142.31	142.31
40528	01/18/23	EDD01 EMPLOYMENT DEVELOP.DEPT. S	C30117	01/17/23	STATE INCOME TAX	01-23	1394.95	1394.95
40529	01/18/23	EDD02 EMPLOYMENT DEVELOPMENT DEF	C30117	01/17/23		01-23	460.66	460.66
40530	01/18/23	EDD03 EMPLOYMENT DEVELOPMENT DEP	C30118	01/18/23	2022 LAST QTR CLAIMS	01-23	284.00	284.00
40531	01/18/23	ICM01 ICMA RETIREMENT TRUST 457			DEFERRED COMP - ICMA	01-23	200.00	200.00
40532	01/18/23	NATOO NATIONWIDE RETIREMENT SOLU	C30117		USCM DEF. COMP. NAT	01-23	1605.00	200.00
40532	01/18/23	NATOO NATIONWIDE RETIREMENT SOLU	1C30117		USCM DEF. COMP. MTCH	01-23		
		PERO1 P.E.R.S.			PERS PAYROLL REMITTANCE		278.85	1883.85
		UMP00 UMPQUA BANK				01-23	8138.55	8138.55
40535	01/10/23	UMP01 UMPQUA BANK - MYTAXPAYER			DIRECT DEPOSIT	01-23	35786.88	35786.88
					FEDERAL INCOME TAX	01-23	3589.29	
		UMP01 UMPQUA BANK - MYTAXPAYER		01/17/23		01-23	6346.90	
40535	01/18/23	UMP01 UMPQUA BANK - MYTAXPAYER	2C30117	01/17/23	MEDICARE	01-23	1484.30	11420.49
					TOTAL DISBURSED		59711.69	59711.69
								=========

REPORT: Dec 07 22 Wednesday RUN...: Dec 07 22 Time: 09:33 Run By: Katie Butler

CITY OF WILLOWS

Automatic Check Listing/Update

Control Date: 12/07/22 Cash Account No..: 000 1045

PAGE: 001 ID #: PY-CL CTL.: WIL

			Actual Period				
Invoice N	No Description	Due Date	Fiscal	Discount Tm G/L Account	Gross No Amount	Discount Amount	Net
	Check #.: 052759 Check Date.: 12/07/22	Vendor	I.D.: AME	02 (ARAMARK)			
3843-	01 Thursday 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	11/29/22			144.68	:00	144.68
	Check #.: 052760 Check Date.: 12/07/22	Vendor 1	D . AND	מיי אווי אווי אווי אווי אווי אווי אווי א	PINANCINI CERU	(CDG)	
1722 -	ATRILL GOA PROMETER AND A STATE OF THE STATE	12/05/22		DI (ANDI HEATH			
		12/07/22	06-23				5737,50
	Check #.: 052761 Check Date : 12/07/22	Vendor I	.D.: BAR)1 (WILLOWS AUT	O PARTS)		
645328-	CHAMBER		12-22 06-23		173.40	100	173,40
646772-	BOXED MINITURES	11/30/22	12-22	A	4.33	. 00	4 . 33
646828-	SUPPLIES FOR TIC CHARGER INSTALL	12/07/22	12-22	A	102.38	.00	102.38
646839-	FUSE HOLDER (468)	12/07/22 12/01/22	12-22	A	4.60	, 00	4,60
646919-	GORILLA TAPE 12YD	12/07/22 12/01/22	12-22	A	15.85	.00	15.85
		12/07/22	06-23		*********		
		**	Vendor's	Subtotal	300.56	.00	300,56
	Check #.: 052762 Check Date.: 12/07/22	Vendor I	D.: CORO	2 (CORBIN WILL)	ITS SYSTEMS)	*****	
C21206-	FINANCE - RE ISSUE CHECK FOR 000C21031	10/31/22 12/07/22	12-22	A		.00	75.00
	Check #.: 052763 Check Date.: 12/07/22	Vendor I	D: CURO	1 (L.N. CURTIS	& SONS)		• • • • • • • • • • • • • • • • • • • •
753970-	G1 SCBA CHARGING STATION KIT, ECT.	09/29/22	12-22	A	757505.57	00	757505.57
758118-	LABOR ONLY	12/07/22 09/29/22 12/07/22	12-22	A	44534.43		
				Subtotal	> 802040.00		
~~~~	Check #.: 052764 Check Date:: 12/07/22						
C21206-	NOV 2022 STATEMENT FOR WILLOWS FIRE DEPT						475.51
	NOV 2022 STATEMENT FOR PUBLIC WORKS	12/07/22 11/30/22 12/07/22	06-23 12-22	A			3414,48
					> 3889.99		3889.99
							********
	Check #.: 052765 Check Date.: 12/07/22				RUCK & FARM)		
59723-		12/01/22 12/07/22		A	130.63	⊕00	130.63
597223-	MUCK CHORE BOOTS ALL CONDITION	11/30/22 12/07/22	12-22	Ą	107.40		107.40
		* *	Vendor's	Subtotal *	238.03		238.03
	Check #.: 052766 Check Date.: 12/07/22					********	
9841208-	EXECUTIVE CONSOLE- SERVICE/PLANT	11/30/22 12/07/22	12-22		101,30	.00	101.30
	Check ∦.: 052767 Check Date.: 12/07/22						********
607-		12/06/22 12/07/22			5265.67	₀ 00	5265.67

RUN....: Dec 07 22 wednesday Run By.: Katie Butler

Control Date .: 12/07/22 Cash Account No..: 000 1045

CITY OF WILLOWS
Automatic Check Listing/Update

PAGE: 0.02 ID #: PY-CL CTLog: WIL

Invoice Actual Date Period Discount Discount Gross Net Due Date Fiscal Tm G/L Account No Amount Invoice No Description Amount Check #.: 052768 Check Date.: 12/07/22 Vendor I.D.: RAY03 (RAY MORGAN COMPANY) 3926887- WATER SYSTEM 11/21/22 12-22 A 63.28 00 63.28 12/07/22 06-23 Check #.: 052769 Check Date.: 12/07/22 Vendor I.D.: TRA02 (TRACTOR SUPPLY CREDIT PLAN) 11/08/22 12-22 12/07/22 06-23 369757 RUBBER BOOTS - PUBLIC WORKS 289.55 . 00 289.55 Check #.: 052770 Check Date.: 12/07/22 Vendor I.D.: WILHD (WILLOWS HARDWARE, INC.) 273415- SUPPLIES FOR CHAINSAWS 11/29/22 12-22 A 124.31 .00 124.31 12/07/22 06-23 273605- SUPPLIES FOR CASCADE SYSTEM 12/01/22 12-22 A 6.01 6.01 .00 12/07/22 06-23 278233- TARP 11/08/22 12-22 A 107,73 107.73 12/07/22 06-23 ** Vendor's Subtotal 238.05 .00 238,05 Check #.: 052771 Check Date.: 12/07/22 Vendor I.D.: WILHI (WILLOWS ACE HARDWARE) 90352- CABLE TIES 8" 75#ASST 11/30/22 12-22 9.64 - 00 9.64 12/07/22 06-23 11/30/22 12-22 90365- HEAT SHRINK TBE & CLICK N FLAME LIGHTER 9.20 00 9.20 12/07/22 06-23 ** Vendor's Subtotal -----> 18.84 .00 18.8 18.84 ** Total Checks Paid ----> 818402.45

RUN...: Dec 07 22 wednesday RUN...: Dec 07 22 Time: 09:33 Run By:: Katie Butler CITY OF WILLOWS

Automatic Check Listing/Update

General Ledger Accounts Summary for December 07, 2022

Accounting Period is December, 2022

PAGE: 003 ID #: PY-CL CTL : WIL

G/L Account No	Total Amount	Extension	FUND Description	ACCT Description DEPT Description
		*********	**********	
000 1045	-818402.45	-818402.45	Cash Clearing	Umpqua Bank-General Checking
301 2400	818402.45	.00	General	Accounts Davable

CITY OF WILLOWS
Automatic Check Listing/Update
Control Date:: 12/15/22 Cash Account No..: 000 1045

PAGE: 001 ID #: PY-CL CTL.: WIL

Invoice No	Description	Due Date Fiscal Tm	Discount G/L Account No	Gross Amount	Discount Amount	Net Amount
	Check #.: 052772 Check Date : 12/15/22	Vendor I.D.: ALL00	(ALL-AMERICAN	CONSTRUCTION,	INC.)	
C21209-	PAYMENT #3 FOR LASSEN ST PROJECT	12/09/22 12-22 12/15/22 06-23		412682.66	.00	412682.66
*********	Check #.: 052773 Check Date.: 12/15/22	Vendor I.D.: AME02	(ARAMARK)			
9333-	CLEANING UNIFORM FOR PUBLIC WORKS	12/06/22 12-22 12/15/22 06-23		190.22	.00	190,22
	Check #.: 052774 Check Date,: 12/15/22	Vendor I.D.: BAR01	(WILLOWS AUTO	PARTS)		*******
647051-	1500W DC INVERTER	12/02/22 12-22 A 12/15/22 06-23		229.50	00	229.50
	Check #.: 052775 Check Date: 12/15/22	Vendor I.D.: BRO01	(MARTHA BROWN)			
C21209-	MILEAGE REIMBURSEMENT	12/09/22 12-22 12/15/22 06-23				295.94
	Check #.: 052776 Check Date: 12/15/22	Vendor I.D.: CAL04				*********
621221-	FINGERPRINT AND BACKGROUND CHECK	12/05/22 12-22 12/15/22 06-23		30.00	<b>⊕00</b>	30.00
*******	Check #.: 052777 Check Date.: 12/15/22		(COLE HUBER LL			*********
41041-	LITIGATION	12/07/22 12-22		288.85	.00	288.85
41073-	LITIGATION	12/15/22 06-23 12/07/22 12-22		16281.05	.00	16281,05
41109-	GENERAL COUNSEL SERVICES	12/15/22 06-23 12/09/22 12-22		3465.44	.00	3465.44
41110-	141 N. CRAWFORD ABATEMENT	12/15/22 06-23 12/09/22 12-22 12/15/22 06-23		4270.71	.00	4270.71
		** Vendor's	Subtotal>	24306.05	- 00	24306.05

CITY OF WILLOWS
Automatic Check Listing/Update
Control Date:: 12/15/22 Cash Account No..: 000 1045 PAGE: 002 ID #: PY-CL CTL.: WIL

		Vendor I.D.: COM16 12/09/22 12-22 12/15/22 06-23	(COMCAST CABLE)		00	Net Amount
000C21130-	Check #.: 052779 Check Date.: 12/15/22 Cont.Serv. Finance	11/30/22 12-22 A 12/15/22 06-23		754.00		754.00
20538-	Check #.: 052780 Check Date.: 12/15/22 BUSINESS CARDS	11/22/22 12-22 A 12/15/22 06-23	(CREATIVE COMPOS	SITION) 489.86	00	489.86
C21214-	Check #.: 052781 Check Date,: 12/15/22 UNIFORM ALLOWANCE 4TH QTR		(KYLE ENOS)			215.00
C21209-	Check #.: 052782 Check Date.: 12/15/22 MILEAGE REIMBURSEMENT FOR 12/6 AND 12/8	Vendor I.D.: FAH00 12/09/22 12-22 12/15/22 06-23	(LORI FAHEY)	280.80	00	280.80
1082-	Check #.: 052783 Check Date.: 12/15/22 POINT OF USE/WATER FILTRATION	Vendor I.D.: FIR00 12/07/22 12-22 12/15/22 06-23	(THE FIRST CHOIC	CE COFFEE SE	RVICES)	45.00
0321516~	Check #.: 052784 Check Date.: 12/15/22 HMBP &HMBP MATERIALS FEE	Vendor I.D.: GLE26 09/13/22 12-22 A 12/15/22 06-23	(COUNTY OF GLENN	299.00	.00	299.00

CITY OF WILLOWS

Automatic Check Listing/Update

Control Date: 12/15/22 Cash Account No..: 000 1045 PAGE: 003 ID #: PY-CL CTL.: WIL

Invoice Actual

	Description	Date Po		Discount G/L Account No	Gross Amount	Discount Amount	Net Amount
	Check #.: 052785 Check Date.: 12/15/22		.: HIN02	(HINDERLITER DE	LLAMAS & ASS	OCIATES)	
023398-		12/15/22	06-23		1122.27		
******	Check #.: 052786 Check Date.: 12/15/22			(THE INKWELL)	*********		******
3810-	1 REAM OF PAPER	11/10/22 1 12/15/22 (			10.67	. 00	10.67
	Check #.: 052787 Check Date,: 12/15/22	Vendor I.D	.: JER00	(JEREMY'S PEST	STOMPERS)		
127223-		12/07/22 1 12/15/22 (			40.00	* 00	40.00
********	Check #.: 052788 Check Date.: 12/15/22	Vendor I.D	.: KNI03	(KNIFE RIVER CO	NSTRUCTION)	********	
282562-	WET PATCH	12/06/22 1 12/15/22 0			270.64	. 00	270.64
	Check #.: 052789 Check Date.: 12/15/22	Vendor I.D.	.: LOM00	(TYLER LOMBARD)			**********
C21212-	REIMBURSEMENT FOR NFIRS TRAINING	12/12/22 1 12/15/22 0	12-22		567.76	.00	567.76
C21215-	UNIFORM ALLOWANCE 4TH QTR	12/15/22 0 12/14/22 1 12/15/22 0	12-22		215.00		
		** Ve	endor's S	ubtotal>			
	Check #.: 052790 Check Date.: 12/15/22	Vendor I.D.	.: MAT01	(MATSON & ISOM	TECHNOLOGY CO	ONSULTING I	NC)
86074-		11/30/22 1 12/15/22 0			595.00	.00	595.00
86078-	CONSULTANT REMOTE- ROBERT	11/30/22 1 12/15/22 0	12-22		775.00	.00	775.00
86079-	ASSOCIATE CONSULTANT REMOTE- DEREK & KELVIN		L2-22		650.00	.00	650.00
86080-	CONSULTANT REMOTE- DEVIN & JOEL	11/30/22 1	L2-22		160.00	.00	160.00
86082-		12/15/22 0 11/30/22 1 12/15/22 0			757.50	.00	757.50
86330-	ASSOCIATE CONSULTANT REMOTE- ANTHONY P.	11/30/22 1 12/15/22 0	L2-22		1051.25	,00	1051,25

CITY OF WILLOWS PAGE: 004 Automatic Check Listing/Update Control Date,; 12/15/22 Cash Account No..: 000 1045 ID #: PY-CL CTL.: WIL

** Vendor's Subtotal ----> 74.

74.39 .00

74.39

Invoice Actual Date Period Discount Gross
Due Date Fiscal Tm G/L Account No Amount Discount : Amount Amount Invoice No Description Check # .: 052790 Check Date .: 12/15/22 Vendor I.D.: MAT01 (MATSON & ISOM TECHNOLOGY CONSULTING INC) 86360- AGREEMENT CLEARIT MANAGED PARTNER W SECURITY 12/09/22 12-22 12/15/22 06-23 ** Vendor's Subtotal ----> 8274.75 .00 Check #.: 052791 Check Date.: 12/15/22 Vendor I.D.: MJB01 (MJB WELDING SUPPLY, INC.) 11/30/22 12-22 A 12/15/22 06-23 01411047- CYLINDER RENTAL 48.00 = 00 Check #.: 052792 Check Date.: 12/15/22 Vendor I.D.: NEC00 (NEC FINANCIAL SERVICES LLC) 12/02/22 12-22 12/15/22 06-23 2539064- NEC PHONE SYSTEM 268.08 ...00 268 08 Check #.: 052793 Check Date.: 12/15/22 Vendor I.D.: NSW00 (NORTH STATE WATER TREATMENT) 12/01/22 12-22 12/15/22 06-23 0945- MONTHLY WATER SERVICE FEE 150.00 .00 150.00 Check #.: 052794 Check Date.: 12/15/22 Vendor I.D.: OFF05 (OFFICE DEPOT, INC.) 12/14/22 12-22 A 12/15/22 06-23 275646581- OFFICE SUPPLIES 243,27 Check #.: 052795 Check Date.: 12/15/22 Vendor I.D.: PGE01 (PG & E) 12/05/22 12-22 A 12/15/22 06-23 12/07/22 12-22 A 12/15/22 06-23 C21209- UTILITY- ELECTRIC FOR AACT 3795 47,28 C21214- UTILITY-ELECTRIC FOR ACCT 2874 27.11

CITY OF WILLOWS

Automatic Check Listing/Update

Control Date:: 12/15/22 Cash Account No..: 000 1045 PAGE: 005 ID #: PY-CL CTL.: WIL

Invoice No	Description	Due Date Fiscal Tm	Discount G/L Account No	Gross Amount	Discount Amount	Net Amount
	Check #.: 052796 Check Date.: 12/15/22		(PLEXUS GLOBAL	LLC)		
15501-	DOT RANDOMS	11/30/22 12-22 12/15/22 06-23			.00	260.00
	Check #.: 052797 Check Date.: 12/15/22					
968-	LEGAL ADVERTISING FOR 5 DAY CIRCUS	08/26/22 12-22 A 12/15/22 06-23		49.20	00	49.20
********	Check #.: 052798 Check Date.: 12/15/22					
54813-	RM185 STEER A/P, DISMOUNT/ MOUNT, ECT	11/03/22 12-22 12/15/22 06-23		567.94	⊚ 00	567.94
	Check #.: 052799 Check Date.: 12/15/22	Vendor I.D.: SMI02	(SMITH & NEWELI	CERTIFIED F	UBLIC ACCT)	
C21209-	AUDIT & PREPARATION OF ANNUAL FINANCIAL REPORT	12/09/22 12-22 12/15/22 06-23		29200.50		
	Check #.: 052800 Check Date.: 12/15/22		(3CORE )			**********
1691-	MATCH COMMITMENT TO THE USDA RBDG GRANT - 15 STUD	11/14/22 12-22 12/15/22 06-23		15000.00	.,00	15000.00
	Check #.: 052801 Check Date.: 12/15/22		(US BANK)			
488222134-	EQUIPMENT MAINTENANCE	12/20/22 12-22 12/15/22 06-23				397.96
	Check #.: 052802 Check Date.: 12/15/22		(US BANK ST. PA			
2152470-	TAXABLE PENSION OBLIGATION BONDS, SERIES 2021	12/06/22 12-22 12/15/22 06-23		90766.58	.00	90766.58

CITY OF WILLOWS

Automatic Check Listing/Update

Control Date:: 12/15/22 Cash Account No..: 000 1045

PAGE: 006 ID #: PY-CL CTL.: WIL

	Check #.: 052803 Check Date: 12/15/22 NOV 2022 STATEMENT	Due Date Fiscal Tm G/L Account Vendor I.D.: USB04 (U.S. BANK	Gross No Amount CORPORATE PAYMEN 5984.66	Amount T SYSTEMS)	
C21214-	Check #.: 052804 Check Date.: 12/15/22 WORK BOOTS REIMBURSEMENT	Vendor I.D.: VAS01 (PEDRO C VA			
	Check #.: 052805 Check Date.: 12/15/22 TELEPHONE EXP. FOR OCT 27- NOV 26 2022	12/15/22 12-22 12/15/22 06-23	RELESS) 2379.70	.00	2379.70
	Check #.: 052806 Check Date.: 12/15/22 SMOG CHECK FOR 2006 CHEVY & 2011 FORD RANGER	Vendor I.D.: WILOO (WILLOWS AU	TOMOTIVE)	, O O	
	5/16 X 2 SCREWS	11/08/22 12-22 A 12/15/22 06-23	20,36 0.99	.00	20 _{,*} 36 0.99
	Check #.: 052808 Check Date: 12/15/22	** Vendor's Subtotal Vendor I.D.: WILHI (WILLOWS AC		.00	21.35
	HARD HAT ADJUSTABLE WHT	11/07/22 12-22 12/15/22 06-23 11/21/22 12-22 12/15/22 06-23	12.85 36.44		12.85 36.44
90137- 90361-	ANCHOR 6-8 W/ZN SCRW CD6 AND MISC FASTENERS TONY TAPE		16.89 14.78		16.89 14.78
	CONTRACTOR BAG 55G 15PK	12/06/22 12-22 12/15/22 06-23 12/07/22 12-22 12/15/22 06-23	12.86 18.22	00	12.86 18.22

CITY OF WILLOWS

Automatic Check Listing/Update

Control Date.: 12/15/22 Cash Account No..: 000 1045

PAGE: 007 ID #: PY-CL CTL.: WIL

Invoice Actual Date Period Discount Gross Discount Net
Due Date Fiscal Tm G/L Account No Amount Amount Amount Invoice No Description Check #.: 052808 Check Date,: 12/15/22 Vendor I.D.: WILHI (WILLOWS ACE HARDWARE) 12/11/22 12-22 12/15/22 06-23 12/12/22 12-22 12/15/22 06-23 12/13/22 12-22 12/15/22 06-23 90687- SWIVEL SINGLE PULLEY 9.21 9.21 90696- FLAG USA POLY 40.74 20.37 400 90738- GORILLA TAPE TOUGH & WIDE 20.37 /22 06-23

** Vendor's Subtotal ----> 182.36 .00 182.36 ** Total Checks Paid ----> 596264.55 .00 596264.55

## CITY OF WILLOWS Automatic Check Listing/Update General Ledger Accounts Summary for December 15, 2022 Accounting Period is December, 2022

PAGE: 008 ID #: PY-CL CTL.: WIL

G/L Account No	Total Amount	Extension	FUND Description	ACCT Description DEPT Description
	*********	*********		
000 1045	-596264.55	-596264.55	Cash Clearing	Umpqua Bank-General Checking
209 2400	145.74	-596118.81	Public Comp. Lb	Accounts Payable
301 2400	167594.57	-428524.24	General	Accounts Payable
310 2400	412682.66	-15841.58	Rstp-Gas Tax	Accounts Payable
313 2400	47.28	-15794.30	Willows Lightin	Accounts Payable
318 2400	373.66	-15420.64	Sewer Maint.	Accounts Payable
325 2400	150.00	-15270-64	Water Enterpris	Accounts Payable
372 2400	270.64	-15000.00	Gas Tax 2103	Accounts Payable
440 2400	15000.00	00	USDA RDBG Grant	Accounts Payable



## Willows City Council Draft Action Meeting Minutes January 10, 2023

City Council
Rick Thomas, Mayor
David Vodden, Vice-Mayor
Jeff Williams, Councilmember
Gary Hansen, Councilmember
Casey Hofhenke, Councilmember

City Manager Marti Brown

<u>City Clerk</u> Louis Ósémwegie

201 North Lassen Street Willows, CA 95988 (530) 934-7041

#### 1. CALL TO ORDER - 6:00 PM

#### 2. PLEDGE OF ALLEGIANCE

#### 3. ROLL CALL

<u>Councilmembers Present:</u> Mayor Rick Thomas, Vice-Mayor Vodden, and Councilmembers Williams, Hansen, and Hofhenke.

#### 4. CHANGES TO THE AGENDA

Agenda Item 7a., Green Street Urgent Repair Project, was continued to the February 14, 2023 City Council Meeting.

Councilmember Williams removed agenda Item 5a., Register Approval, for discussion.

**Passed** a motion to approve proposed changes to the agenda.

Moved/Seconded: Councilmembers Williams and Hofhenke.

Yes: Councilmembers Williams, Hansen, and Hofhenke and Mayor Thomas, and Vice-Mayor Vodden.

#### 5. PUBLIC COMMENT & CONSENT CALENDAR FORUM

#### **Public Comment:**

Jeff Fleck, Willows Little League

#### **Consent Calendar:**

Passed a motion to adopt the Consent Calendar in one motion. (Unanimous).

**Moved/Seconded:** Councilmember Hansen and Vice Mayor Vodden.

Yes: Councilmembers Williams, Hansen, and Hofhenke and Mayor Thomas, and Vice-Mayor Vodden.

#### b. Minutes Approval

Action: Approved minutes of the December 13, 2022, City Council meeting.

#### c. Engineering and Traffic Survey of Radar Speeds

Action: Adopted a resolution authorizing the City Manager, or her designee, to execute a contract with Kittelson & Associates to complete an engineering and traffic survey of radar speeds on selective streets within the City of Willows to allow for defensible radar enforcement.

#### a. Register Approval

Action: Approved general checking, payroll, and direct deposit check registers.

#### 6. PUBLIC HEARING

#### a. General Plan Update & Environmental Impact Report

Action: Adopted the General Plan Update to replace the existing General Plan and adopted the resolution certifying the General Plan Update Environmental Impact Report (No. GPA-22-01).

#### **Public comment:**

Doug Ross, Valley Mirror Madeleine Coffman, Resident

Moved/Seconded: Vice-Mayor Vodden and Councilmember Hansen

**Yes:** Councilmembers Williams, Hansen, and Hofhenke, and Mayor Thomas, and Vice-Mayor Vodden.

#### 7. DISCUSSION & ACTION CALENDAR

#### a. Green Street Urgent Repair Project

Action: Continued to February 14, 2023 Council Meeting.

#### b. Annual Development Impact Fee Report - FY 2021-22

Action: Adopted resolution accepting the Mitigation Fee Act Report (AB 1600) on Development Impact Fees for Fiscal Year ending June 30, 2022.

Moved/Seconded: Councilmembers Hansen and Hofhenke

**Yes:** Councilmembers Williams, Hansen, and Hofhenke and Mayor Thomas, and Vice-Mayor Vodden.

#### c. 2023 Council Meeting Calendar and Schedule

#### **Public comment:**

Lori Pride

Robert Wise

Dennis Asbury

Action: 1.) Motion to approve the 2023 Council Meeting Calendar and Schedule and Adopt a Resolution Establishing The 2023 City Council Meeting Calendar and Schedule, (including City Hall closure from December 27-29, 2023). Motion failed. (4-1).

Moved/Seconded: Councilmembers Hansen and Williams.

Yes: Councilmember Hansen.

**Noes:** Councilmembers Williams and Hofhenke, Mayor Thomas and Vice-Mayor Vodden.

Abstain: None.
Absent: None.

Action: 2.) Approved the 2023 Council Meeting Calendar and Schedule as amended and without City Hall closure from December 27-29, 2023 and Adopted Resolution Establishing The 2023 City Council Meeting Calendar and Schedule.

**Moved/Seconded:** Vice-Mayor Vodden and Councilmember Williams.

Yes: Councilmembers Williams, and Hofhenke, and Mayor Thomas, and Vice-Mayor Vodden.

Noes: Councilmember Hansen.

#### d. Planning Commission Appointment Council Ad Hoc Committee

Action: Mayor Thomas appointed Councilmembers Hansen and Williams to the Planning Commission Appointment Ad Hoc Committee with the consent and approval of the full Council.

Moved/Seconded: No motion was required. Council consent.

#### e. Council Ad Hoc Committee to Address the City's Swimming Pool

Action: Mayor Thomas appointed Vice-Mayor Vodden and Councilmember Hofhenke to the Council Ad Hoc Committee to Address the City's Swimming Pool with the consent and approval of the full Council.

**Moved/Seconded:** No motion was required. Council consent.

Yes: There were no votes cast.

#### 8. COMMENTS & REPORTS

- a. Council Comments and Reports
- b. Council Correspondence None.

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#### 9. **CLOSED SESSION**

#### a. Conference with Legal Counsel – Existing Litigation (§ 54956.9) (4 Cases)

- Name of Case: City of Willows v. Lucky B. Wyatt, Superior Court of California, County of Glenn Case No. 21CV02682
- Name of Case: John O'Connell v. City of Willows et. al., Superior Court of California, County of Glenn Case No. 20CV02511
- Name of Case: Dawn Guzman v. City of Willows et. al., Superior Court of California, County of Glenn Case No. 22CV02902
- Name of Case: In Re: Application for Nuisance Abatement Warrant 143 N. Yolo, Superior Court of California, County of Glenn Case No. 22CV02852

Action: No reportable action.

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Dated: January 14, 2023	
	Louis Ósémwegie, City Clerk



Date: January 24, 2023

To: Honorable Mayor and Councilmembers

From: Marti Brown, City Manager

Subject: New Appointments to Northern California Cities Self-Insured Fund (NCCSIF)

**Board of Directors** 

#### **Recommendation:**

Approve appointment of the Accounting Manager, Lori Fahey, to the Northern California Cities Self Insurance Fund (NCCSIF) Board of Directors to represent the City's insurance interests, and the City Manager, Marti Brown, as the Alternate.

#### **Rationale for Recommendation:**

Typically, a member of the Finance and/or Human Resources (HR) Department would be appointed to represent the City's interests on the NCCSIF Board of Directors. Prior to October 2022, there was no one in the Finance and/or HR Departments qualified to represent the City and, as a result, the City Manager was the sole appointee to the Board of Directors. Now that there is management personnel in the Finance Department, it's appropriate to appoint the Accounting Manager to the NCCSIF Board of Directors.

#### **Background:**

The City is a member of the NCCSIF for many of its insurance needs. Membership requires a City employee be appointed to the Board of Directors to represent the City's insurance interests. Since September 2021, the City Manager has been the sole city employee representing the City's insurance interests.

#### **Discussion & Analysis:**

The City requires representation on the NCCSIF Board of Directors. It should be a permanent Finance/HR Manager. With the on boarding of the City's new Accounting Manager, Lori Fahey, it's appropriate to appoint her as the City's primary representative with the City Manager as the alternate.

#### Fiscal Impact:

There is no fiscal impact to approving this recommendation.

#### **Attachment:**

Attachment 1: Resolution No. XX-2023



## City of Willows Resolution XX-2023

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING APPOINTMENT OF THE ACCOUNTING MANAGER, LORI FAHEY, TO THE NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND (NCCSIF) BOARD OF DIRECTORS TO REPRESENT THE CITY'S INSURANCE INTERESTS, AND THE CITY MANAGER, MARTI BROWN, AS THE ALTERNATE

**IN WITNESS WHEREOF**, the following persons have been designated as the Northern California Cities Self Insurance Fund (NCCSIF) Director and alternate for the City of Willows.

Director: Lori Fahey, Accounting Manager
Alternate: Marti Brown, City Manager

PASSED, APPROVED, AND ADOPTED on this 24th day of January 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED: ATTESTED:

Louis Osemwegie, City Clerk

Rick Thomas, Mayor



Date: January 24, 2023

To: Honorable Mayor and City Council

From: Marti Brown, City Manager, David G. Ritchie, City Attorney

Subject: City of Willows Conflict-of-Interest Code, Administrative Policy 5-1

#### **Recommendation:**

Adopt Resolution No. XX-2023 amending the City of Willows Conflict-of-Interest Code, Administrative Policy 5-1.

#### **Rationale for Recommendation:**

The Political Reform Act requires every local government agency to review its Conflict-of-Interest Code every 2 years. The City's Code has not been updated in the past two years.

#### **Discussion & Analysis:**

The Conflict-of-Interest Code states which officials and employees in a City must file a Fair Political Practices Commission Form 700, Statement of Economic Interests, and what filing category they fall under (e.g., what interests they must report). This year, with the significant changes in job classifications and staff positions at City Hall, the code should be amended to reflect those classifications.

#### **Fiscal Impact:**

There is no fiscal impact.

#### **Attachments:**

- Attachment 1: Resolution No. XX-2023
  - Exhibit A: Administrative Policy 5-1
  - Exhibit B: Conflict of Interest Code (Amended)
  - Exhibit C: Administrative Policy 5-1 (Current)



## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA, AMENDING THE CITY OF WILLOWS CONFLICT-OF-INTEREST CODE, ADMINISTRATIVE POLICY 5-1.

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees, and consultants of the City of Willows (the "City"), and which requires all public agencies to adopt and promulgate a conflict-of-interest code; and

WHEREAS, the City Council adopted a Conflict-of-Interest Code (the "Code"), and Administrative Policy No. 5-1 in compliance with that Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Code was provided to each affected designated employee and was publicly posted for review; and

**WHEREAS**, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on January 24, 2023, at which all present were given an opportunity to be heard on the proposed amended Code.

#### NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILLOWS DOES RESOLVE AS FOLLOWS:

**SECTION 1.** The City Council does hereby adopt the proposed amended Administrative Policy No. 5-1 and the City's Conflict of Interest Code, a copy of which is attached hereto as Exhibit "A" and shall be on file with the City Clerk and available to the public for inspection and copying during regular business hours;

**SECTION 2.** The said amended Conflict of Interest Code shall become effective immediately upon its adoption and approval.

**SECTION 3.** Any change provided for in this Conflict-of-Interest Code will not affect or excuse any offense or act committed or done or omission or any penalty or forfeiture incurred or

accruing under any other Conflict of Interest Code; nor will it affect any prosecution, suit or proceeding pending or any judgment rendered in connection with any other Conflict of Interest Code.

#### PASSED, APPROVED, AND ADOPTED on this 24th day of January 2023 by the following vote:

AYES: NOES: ABSENT:	
ABSTAIN:	
APPROVED:	ATTESTED:
Richard Thomas, Mayor	Louis Osemwegie, City Clerk

#### **EXHIBIT A**

#### **CITY OF WILLOWS DESIGNATED POSITIONS**

#### **CONFLICT OF INTEREST CODE**

The City requires full disclosure for the positions listed below which participate in making decisions which may foreseeably have a material effect on financial interests. Full Disclosure includes all interests in real property in the City of Willows, as well as investments, business positions, and sources of income, including gifts, loans, and travel payments.

Positions	Disclosure Category		
Administrative Services Manager	1		
Building Official	1		
Chief of Police	1		
City Attorney	1		
City Clerk	1		
City Engineer	1		
City Manager	1		
City Treasurer	1		
Consultants*	1		
Deputy City Clerk	1		
Fire Chief	1		
Members of the City Council	1		
Planning Official	1		
Senior Special Enforcement Officer	1		

^{*}Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination must include a description of the consultant's duties and based upon the description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and must be retained for public inspection in the same manner and location as this Conflict-of-Interest Code.

Consultants for the purposes of the Conflict-of-Interest Code, include the following:

- (a) For purposes of Sections 82019 and 82048, "consultant" means an individual who, pursuant to a contract with a state or local government agency:
  - (1) Makes a governmental decision whether to:
    - (A) Approve a rate, rule, or regulation;
    - (B) Adopt or enforce a law;
    - (C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
    - (D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
    - (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
    - (F) Grant agency approval to a plan, design, report, study, or similar item;
    - (G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or
  - (2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302.

^{*} The City Manager may determine in writing that a particular position, although a "designated person," is not required to fully comply with the disclosure requirements described in this section when the position is held by an officer or employee of the state or another local government agency and the person holding the position provides to the City Clerk a copy of any public financial disclosure report filed by the officer or employee with the state or other local government agency pursuant to Title 9 of the Government Code. Such public financial disclosure report shall be maintained by the City Clerk for public inspection.

## City of Willows Administrative Procedure & Policy Manual

Subject : Conflict of Interest Code	Number: 5-1		
Department(s) Affected:	Effective Date: 01-24-2023		
ALL	Supersedes: 04-11-1977		
File Reference(s):	Authority: 01-24-2023		
	Resolution: 2023-XX		
	Approved:		

#### I. PURPOSE:

To alert public officials and members of the public to the types of financial interests that may create conflicts of interest and to ensure The City's compliance with California Government Code Section 81000, This policy is intended to ensure public officials who are managing public investments as defined in 2 CCR Section 18701(b) are properly reporting financial interests pursuant to Gov. Code Section 82000 and other designated employees are reporting pursuant to the Local Conflict of Interest Code.

#### II. POLICY:

The City's Conflict of Interest Code is attached hereto as Exhibit 1

## CONFLICT OF INTEREST CODE OF THE CITY OF WILLOWS, CA (Amended January 24, 2023)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted 2 California Code of Regulations section 18730 which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated herein by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the City of Willows (the "City").

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, shall electronically file their annual statements of economic interests directly with the Fair Political Practices Commission. All other officials and designated positions required to submit a statement of economic interests shall file their statements with the City Clerk as the City's Filing Officer. The City Clerk shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The City's Filing Officer shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

#### **APPENDIX "A"**

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all other City Officials who manage public investments, as defined by 2 California Code of Regulations section 18700.3(b), are NOT subject to the City's Code but must file disclosure statements under Government Code section 87200, et seq. [Regs. § 18730(b)(3)]

#### **OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

It has been determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only.

Finance Director

Finance Consultant

#### **DESIGNATED POSITIONS**

The following are City classifications that are designated positions which <u>ARE</u> governed by this Conflict of Interest Code:

Position Title	<b>Disclosure Categories Assigned</b>
Administrative Analyst – Finance / HR	5
Accounting Manager	4
City Clerk/Assistant to the City Manager	5
Community Development & Services Director	5
Fire Captain	5
Fire Chief	5
Superintendent of Public Works	2, 3, 5
Community Development Technician	5
Mechanic	5

#### MEMBERS OF BOARDS, COMMITTEES AND COMMISSIONS

Library Board 5

Consultants and New Positions²

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

² Individuals serving as a consultant as defined in FPPC Reg 18701 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation: The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The City Manger's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

#### **APPENDIX "B"**

#### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, that do business in or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, which engage in land development, construction, or acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the department, unit or division.

Category 7: All Investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

# City of Willows Administrative Procedure & Policy Manual

Subject : Conflict of Interest Code		Number: 5-1	
Department(s) Affected:		Effective Date: 04-11-1977	
ALL		Supersedes:	
File Reference(s):  Authority: Resolution		4-11-1977	
	Approved:		

#### I. <u>PURPOSE:</u>

To have all designated officials comply with G.C. Section 8.7300

#### II. POLICY:

Refer to "Conflict of Interest Code od the City of Willows".



Date: January 24, 2023

To: Honorable Mayor and Councilmembers

From: Patrick Piatt, Community Development Services Director

Marti Brown, City Manager

Subject: Annual Pavement Rehabilitation Project – Design Contract (Coastland Civil

Engineering)

#### **Recommendation:**

Adopt Resolution XX-2023 authorizing the City Manager, or her designee, to execute a contract amendment with Coastland Civil Engineering to provide design services for the 2022-23 Annual Pavement Rehabilitation Project.

#### **Rationale for Recommendation:**

Coastland Civil Engineering is the City's contract Engineer. Based on priority streets identified in the Pavement Management Program, Coastland Civil Engineering (the City Engineer) has developed a scope of work and fee to complete the work. The City's current contract with Coastland allows for amending its contract to include project-specific tasks and costs.

#### **Background:**

In an effort to upgrade the City's street pavement, the Council approved its first Capital Improvement Program in 2022, which includes recommended annual street rehabilitation projects. These proposed annual projects are funded by the City's annual SB-1 funding allocation, as well as other funding identified with each years' projects. The City's Pavement Management Program and Council direction drives the final decision-making process and approval for selecting streets for treatment. At the June 22, 2022, City Council meeting, the Council adopted a resolution that was submitted to the State indicating which street segments would be chosen for FY 2022-23.

#### **Discussion & Analysis:**

In an effort to improve as many street segments as possible with a viable longer lasting solution, this year's street improvement recommendations will primarily use rubberized cape seal to rehabilitate the proposed streets. This methodology uses rubberized liquid asphalt that penetrates into any cracking, followed by a layer of chip seal, and finally covered with a slurry seal on top of the chip seal. This method has proven to be very effective, durable and long lasting over the last few decades in numerous communities, while also being cost effective and

significantly less expensive that asphalt overlays.

This year's proposed street improvement project list includes:

- West Sycamore Street from Villa to Humboldt Avenues,
- Humboldt Avenue from Sycamore to Wood Streets, and
- West Cedar Street from Villa to Culver Avenues.

In addition to the street rehabilitations, there would also be upgraded pedestrian ramps to comply with current ADA standards.

Since Coastland Civil Engineering provides contract City Engineering services (and has for approximately a decade), they submitted a proposal (Attachment 2) to complete the construction documents necessary to publicly bid the project (e.g., plans and specifications). It should be noted that the estimated costs for design of this year's project is slightly higher than shown in the CIP because six pedestrian ramps needed to be added.

Staff has reviewed the proposal and found that it is both appropriate and within industry standards with respect to the overall scope of work and cost. Accordingly, staff recommends that the Council authorize the City Manager to execute a contract amendment with Coastland Civil Engineering to complete this work. If authorized, the project should be ready to bid by May.

#### **Fiscal Impact:**

Per the scope of work provided by Coastland, design costs are estimated to be \$31,277. Overall project costs are estimated to be approximately \$250,000; although final cost estimates will not be completed until the design is complete. SB-1 monies will fund the design costs.

#### **Attachments:**

Attachment 1: XX-2023 Resolution

Attachment 2: Coastland Civil Engineering Proposal

Exhibit A: Scope of WorkExhibit B: Estimated Cost



### City of Willows Resolution xx-2023

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA, AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO EXECUTE A CONTRACT AMENDMENT WITH COASTLAND CIVIL ENGINEERING TO PROVIDE DESIGN SERVICES FOR THE 2022-23 ANNUAL PAVEMENT REHABILITATION PROJECT

WHEREAS, per the City's Pavement Management Program, the City of Willows has identified portions of N. Humboldt Street, W. Sycamore and W. Cedar Street need rehabilitation for FY22-23; and

**WHEREAS**, the 2021 Pavement Management Program has identified the condition of this section of these streets to be in poor condition and in need of rehabilitation; and

WHEREAS, these streets were identified as streets to be rehabilitated using SB-1 monies; and

**WHEREAS**, the City received a proposal from Coastland Civil Engineering for the design work and staff has reviewed the proposal and found it to address all needed work and was in line with industry standards with respect to the cost of services; and

**WHEREAS**, the City has executed a contract with Coastland Civil Engineering to provide City Engineering services and the contract allows for contract amendments for additional work such as the design of capital projects.

## NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLOWS AS FOLLOWS:

- 1. The above recitals are true and correct and are hereby incorporated into this Resolution as findings of the City Council of the City of Willows.
- 2. The City Manager is hereby authorized to execute a contract amendment with Coastland Civil Engineering to provide design services associated with the rehabilitation of Pacific Avenue.
- This Resolution shall become effective immediately.

PASSED, APPROVED AND ADOPTED at a re January 2023, by the following vote:	gular meeting of the City Council on this 24 th day of
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
APPROVED:	ATTESTED:
Rick Thomas, Mayor	Louis Ósémwegie, City Clerk



January 10, 2023

Mr. Patrick Piatt
Community and Development Services Director
City of Willows
201 N. Lassen Street
Willows, CA 95988

Subject: Proposal for Engineering Design Services – FY22-23 Pavement Project

Dear Patrick:

We are pleased to provide you with this letter proposal for the design of improvements associated with the FY22-23 Pavement Project, identified as Project ST-001-21 in the City's adopted Capital Improvement Program (CIP).

#### **Project Understanding and Approach**

The project includes pavement rehabilitation of three streets identified in the 2021 Pavement Management Program. There are six curb ramps that will also be reconstructed to conform to the current ADA design requirements. Areas of broken or damaged sidewalk will also be replaced. The streets and limits of rehabilitation are included in the table below.

Street Name	Current PCI	Lin	nits	Type of Treatment
West Sycamore Street	37	Villa Avenue	Humboldt Avenue	Rubberized Cape Seal
Humboldt	42	Sycamore	Wood	Rubberized
Avenue		Street	Street	Cape Seal
West Cedar	25	Villa	Culver	Rubberized
Street		Avenue	Avenue	Cape Seal

These streets were identified at the June 14, 2022, City Council meeting as being the priority streets that would expend the City's SB-1 allocation of approximately \$120,000. In addition to the SB-1 funds, as shown in the approved CIP, there has also been an additional \$100,000 of RSTP money for the project for a total design and construction budget of \$250,000.

Like most public agencies, some of the City's streets have low PCI's and there are insufficient revenues available to fund the preferred resurfacing approach in all areas. Coastland's staff has extensive experience managing streets and other infrastructure as City Engineer for various public agencies. This gives us a unique insight into long term value of various treatments as well as the benefits of some unique approaches to pavement rehabilitation.

The typical "text book" approach is to perform a grind-and-overlay of the targeted streets. This approach is effective, but very costly. A typical grind-and-overlay project would be expected to last approximately 20 years and cost between \$32 and \$50 per square yard of pavement. Unfortunately, like most other California cities, Willows does not have sufficient funding to apply this grind-and-overlay approach to all of its streets that need it, and underfunding pavement rehabilitation results in a slow but steady decline in the overall condition of the street system.

To help address this issue, Coastland is recommending that the City try a different approach for this year's pavement rehabilitation project. In our experience in trying different approaches and evaluating them as they age over the past ten to twenty years, we have found that rubberized cape seals, combined with various other rehabilitation techniques have performed comparably to grind-and-overlay projects. More importantly, these alternatives have provided equivalent results at one-third or less the cost (rubberized cape seal costs are approximately \$11 per square yard). Rubberized cape seal have been used for years in several cities (Fairfield, Suisun City, Vacaville and Colusa to name a few) and are a proven solid approach to pavement rehabilitation.

Rubberized cape seals consist of an asphalt rubber chip seal followed by placing a Type II slurry micro-surface over the chip seal. Prior to placement of the rubberized cape seal, asphalt base repairs will be performed on pavement areas where there are localized pavement failures.

Based on the above understanding of the project and our proposed approach, we have prepared the following scope of work and estimated fee for your consideration:

#### Scope of Work

#### Task 1 – Meetings and Preliminary Engineering

We will hold a project kick-off meeting with the City to review communication and decision making protocols, and review the timeline for the project. We have also included time for two virtual meetings with City staff during design to review preliminary plans and specifications.

Following the project kick-off, we will perform a detailed site review and walk all proposed streets. We will note all existing pavement markings, make detailed measurements and notes regarding dig-out repairs, valves, monuments and manholes to be adjusted/repaired, and curb ramps required to be upgraded to meet current ADA requirements. We will take digital photos of our observed existing conditions.

During this preliminary engineering phase, we will gather background files, utility data, and other information for the project. Our coordination will include outside utility companies to ensure that all existing facilities are identified during the design phase. This task will include writing letters to PG&E, AT&T, Cal Water and Comcast, informing them of the project and requesting their facility drawings, if necessary, based on the design.

#### Task 2 – Topographic Survey

Our subconsultant, Cinquini and Passarino, Inc. will conduct a topographic survey of the reconstructed curb ramp locations. The topographic survey will be at a drawing scale of 1 inch = 10 feet, with a one foot contour interval. The topographic survey will include the following:

- Topographic survey coverage area will include the following intersections:
  - The westerly half of W Sycamore St at N Villa Ave.
  - The easterly half of S Villa Avenue at W Cedar St.
  - The westerly half of S Culver Ave at W Cedar St.
  - Mapping will extend 25 feet beyond the curb return.
- Mapping will include the grade behind the back of sidewalk, the back of sidewalk, top of curb, flowline and lip of gutter, and into the paved road 2 feet, 4 feet and 6 feet from the lip of gutter.
- Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to; building corners and elevations, curb lines, water meters, sewer cleanouts, valves, manholes (including rim, invert and pipe information), utility markings on the pavement, utility poles, driveway and doorway locations, sidewalks, trees four (4) inches and larger, retaining wall or decorative walls, and any other pertinent information that could apply to the project during design.
- Topographic survey will be provided on assumed horizontal and vertical datum.

We have assumed that all of the work will occur within the City's existing rights-of-way and no right-of-way evaluation or acquisition is necessary for this project.

#### Task 3 – Initial Design (75%)

Following our Initial Design, we will prepare a 75% submittal, which will include 75% drawings, preliminary engineer's estimate, and draft specifications. We propose to use available aerial imagery to create the base map background supplemented with field survey at the curb ramp locations. The plans will consist of a cover sheet and plan sheets listing the streets and showing the areas where the work is to be done, and design detail sheets. The plans will provide necessary details for dig-outs, pavement rehabilitation limits, striping layout, curb ramp upgrades, and other pertinent information. As part of the submittal, we will prepare preliminary front end and technical specifications and an estimate of probable construction costs.

Our submittal will be electronic. We will provide up to two (2) hard copies of the plans, specifications and estimate for City review and comment if desired.

#### Task 4 - Final Submittal

Following the City's review, we will address any comments on the 75% submittal, finalize the design and provide the City with a final submittal. The final submittal will be a bid-ready package consisting of two (2) hard copies of the final drawings, final estimate/itemized bid sheets, and specifications for a final review to verify all comments have been addressed. Following the City's final review, we will prepare final bid documents, including stamped and signed drawings and specifications. We will provide the final approved bid package (drawings and specifications) in MS Word, MS Excel, and PDF formats as appropriate.

#### Task 5 - Bid Phase Support

Once City Council approval has been obtained to advertise the project, Coastland will prepare the Notice to Bidders to the City for advertisement. The City will be responsible for placing advertisement for bidding in the local paper.

We will make an electronic distribution to BP Express for distribution to the Builder's Exchanges typically used by the City and for the virtual bid opening. We will also provide bid assistance to the City to answer questions that may arise during the bidding phase. This will include preparing up to two addenda, if required.

We will attend and conduct the electronic bid opening for the project and review information submitted by the bidders for technical accuracy, ensure that all forms are signed, ensure the contractor is in good standing with the State Contractor's Licensing Board, verify necessary bonds are provided and provide a staff report and resolution for the award of the project.

Please note that the time associated with this task does not include any time necessary for bid protests. If a bid protest is issued by any of the bidders, we will provide this as an additional service on a time and materials basis, as the time to process the protest is unknown.

## Task 6 – Construction Management and Inspection Services (to be authorized with the award of construction)

Once the construction contract has been awarded, we can assist the City with the necessary Construction Management and Inspection services needed to ensure that the project is constructed per the approved construction documents, that all payments are processed and that any change orders are evaluated and negotiated. A detailed scope of work for these services will be provided at the time of award of the project once the number of working days have been identified.

#### Schedule

If awarded in January, we anticipate that the project bid documents can be finalized by the beginning of May.

#### **Exceptions**

The following work is not included in our proposal. However, Coastland would be pleased to provide these services if the City desires:

- Environmental assessments and clearances (as this project is considered categorically exempt).
- Traffic control plans (required to be supplied by the contractor).
- Meetings beyond those noted above.
- Geotechnical Investigation or pavement cores.

#### **Work Estimate**



January 4, 2023 Mr. Patrick Piatt Page 5 of 6

Based upon our described scope of work, we propose to provide our professional engineering services on a time and materials basis for a not to exceed amount of \$31,277. A detailed breakdown of the fees are shown on the attached page. It should be noted that this is slightly higher than is shown in the CIP. Higher costs are due to the number of curb ramps included with the project and the need to have sufficient level of design on the curb ramps to ensure that they are compliant with current ADA standards.

The total amount we have specified is only for our described Scope of Work. If you request work to be performed outside the scope of work or if the scope of work changes, we reserve the right to negotiate the cost for the extra work. Please note that we have estimated a budget of \$600 for reimbursable costs. This amount is included in the above total and is for reimbursable costs that are typically billed on an as-incurred basis plus 15%.

We greatly appreciate the opportunity to serve the City on this project. We are prepared to begin work upon authorization. Please let us know if you have any questions.

Sincerely,

John Wanger, PE

**CEO** 

Steve Van Saun, PE Supervising Engineer

**Enclosure: Design Work Estimate** 

C	OASTLAND BEEM		WOI	RK ES	STIMA	TE.				
	FY22-23 Pavement Project	Engineering Design Services					City of Willows			
ı	Task Information					Subconsultant Hours & Cost				
	TASK	PIC, Supv. Engineer	Supervising Engineer	Senior Eng. Technician	Junior Engineer	Construction Manager	Admin	Cinquini & Passarino	TOTAL HOURS	TOTAL FE
_		\$225	\$195	\$160	\$130	\$185	\$100			
_	MEETINGS AND PRELIMINARY ENGINEERING		,		,					
1.1	Kick off Meeting and two (2) progress meetings	3	3						6	\$1,260
1.2	Field Review		8						8	\$1,560
1.3	Preliminary Pavement Recommendations		2	ļ	2				4	\$650 \$715
1.4	Background Information and Utility Coordination  Subtotal		1		4				5 <b>23</b>	\$4,185
2	TOPOGRAPHIC SURVEY								23	\$4,105
2.1	Topographic survey		1	4				\$7,567	5	\$8,402
	Subtotal								5	\$8,402
3	INITIAL DESIGN (75%)									
3.1	Plans	2	2	32	16				52	\$8,040
3.2	Specifications		2		6				8	\$1,170
3.3	Estimate		1		4				5	\$715
************	Subtotal								65	\$9,925
4	FINAL SUBMITTAL									
4.1	Plans		2	16	8				26	\$3,990
4.2	Specifications		2						2	\$390
4.3	Estimate		1		2				3	\$455
4.4	QC Review	2				4			6	\$1,190
	Subtotal								37	\$6,025
3	BID PHASE SUPPORT									
3.1	Advertise and distribute bid documents	1	2				2		5	\$815
3.2	Bid Addenda (2)		2	2					4	\$710
3.3	Bid Opening and Bid Review	1	2						3	\$615
	Subtotal								12	\$2,140
	Direct Costs (repro, mileage, etc.)									\$600
	Total Cost	9	31	54	42	4	2	\$7.567	142	\$31,277

o Exhibit A: Scope of Work o Exhibit B: Estimated Cost

## PROJECT SPECIFIC SUPPLEMENTAL AGREEMENT FY22-23 PAVEMENT REHABILITATION PROJECT

WHEREAS, the City of Willows (herein referred to as "Agency") entered into a Public Agency Agreement on July 1, 2020 with Coastland Civil Engineering, Inc. (herein referred to as "Consultant") to provide City Engineering Services; and

**WHEREAS**, said Public Agency Agreement for City Engineering allows for additional project specific engineering services to be assigned by the Agency on an as-needed basis; and

**WHEREAS,** the Agency has determined that the Agency needs Professional Engineering Services for the FY22-23 Pavement Rehabilitation Project (hereinafter referred to as "Project"); and

**WHEREAS,** the Agency does not have the current staff with expertise to provide these services and needs to retain a consultant with the appropriate experience for this work; and

**WHEREAS,** Consultant has experienced staff with the proper experience and background to carry out the duties involved for this work; and

**WHEREAS,** Agency wishes to retain Consultant for the performance of services associated with said Project, subject to all the terms and conditions as set for in the original Public Agency Agreement with Consultant.

**THEREFORE,** Agency and Consultant mutually agree to the scope of work and additional fee as follows:

#### Scope of Work

All work associated with the Project shall be per the scope of work attached as Exhibit "A".

#### **Payment Terms**

For Consultant Services associated with the Project, Agency agrees to pay Consultant in accordance with the payment terms provided on Exhibit "B" attached hereto and incorporated herein by this reference.

**IN WITNESS HEREOF,** the parties have caused their authorized representative to execute this amendment on January 24, 2023

CIII	Oi	VVILLOVVS	AGLINCI	
DV.				
BY:				

CITY OF WILLOWS "AGENCY"

COAS	STLAND CIVIL ENGINEERING, INC. "CONSULTANTS"
BY:	
	John L. Wanger, CEO

#### Exhibit "A"

#### **SCOPE OF WORK**

#### Task 1 – Meetings and Preliminary Engineering

We will hold a project kick-off meeting with the City to review communication and decision making protocols, and review the timeline for the project. We have also included time for two virtual meetings with City staff during design to review preliminary plans and specifications.

Following the project kick-off, we will perform a detailed site review and walk all proposed streets. We will note all existing pavement markings, make detailed measurements and notes regarding dig-out repairs, valves, monuments and manholes to be adjusted/repaired, and curb ramps required to be upgraded to meet current ADA requirements. We will take digital photos of our observed existing conditions.

During this preliminary engineering phase, we will gather background files, utility data, and other information for the project. Our coordination will include outside utility companies to ensure that all existing facilities are identified during the design phase. This task will include writing letters to PG&E, AT&T, Cal Water and Comcast, informing them of the project and requesting their facility drawings, if necessary, based on the design.

#### Task 2 – Topographic Survey

Our subconsultant, Cinquini and Passarino, Inc. will conduct a topographic survey of the reconstructed curb ramp locations. The topographic survey will be at a drawing scale of 1 inch = 10 feet, with a one-foot contour interval. The topographic survey will include the following:

- Topographic survey coverage area will include the following intersections:
  - o The westerly half of W Sycamore St at N Villa Ave.
  - o The easterly half of S Villa Avenue at W Cedar St.
  - o The westerly half of S Culver Ave at W Cedar St.
  - Mapping will extend 25 feet beyond the curb return.
- Mapping will include the grade behind the back of sidewalk, the back of sidewalk, top of curb, flowline and lip of gutter, and into the paved road 2 feet, 4 feet and 6 feet from the lip of gutter.
- Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to; building corners and elevations, curb lines, water meters, sewer cleanouts, valves, manholes (including rim, invert and pipe information), utility markings on the pavement, utility poles, driveway and doorway locations, sidewalks, trees four (4) inches and larger, retaining wall or decorative walls, and any other pertinent information that could apply to the project during design.
- Topographic survey will be provided on assumed horizontal and vertical datum.

We have assumed that all of the work will occur within the City's existing rights-of-way and no right-of-way evaluation or acquisition is necessary for this project.

#### Task 3 – Initial Design (75%)

Following our Initial Design, we will prepare a 75% submittal, which will include 75% drawings, preliminary engineer's estimate, and draft specifications. We propose to use available aerial imagery to create the base map background supplemented with field survey at the curb ramp locations. The plans will consist of a cover sheet and plan sheets listing the streets and showing the areas where the work is to be done, and design detail sheets. The plans will provide necessary details for dig-outs, pavement rehabilitation limits, striping layout, curb ramp upgrades, and other pertinent information. As part of the submittal, we will prepare preliminary front end and technical specifications and an estimate of probable construction costs.

Our submittal will be electronic. We will provide up to two (2) hard copies of the plans, specifications and estimate for City review and comment if desired.

#### Task 4 - Final Submittal

Following the City's review, we will address any comments on the 75% submittal, finalize the design and provide the City with a final submittal. The final submittal will be a bid-ready package consisting of two (2) hard copies of the final drawings, final estimate/itemized bid sheets, and specifications for a final review to verify all comments have been addressed. Following the City's final review, we will prepare final bid documents, including stamped and signed drawings and specifications. We will provide the final approved bid package (drawings and specifications) in MS Word, MS Excel, and PDF formats as appropriate.

#### Task 5 – Bid Phase Support

Once City Council approval has been obtained to advertise the project, Coastland will prepare the Notice to Bidders to the City for advertisement. The City will be responsible for placing advertisement for bidding in the local paper.

We will make an electronic distribution to BP Express for distribution to the Builder's Exchanges typically used by the City and for the virtual bid opening. We will also provide bid assistance to the City to answer questions that may arise during the bidding phase. This will include preparing up to two addenda, if required.

We will attend and conduct the electronic bid opening for the project and review information submitted by the bidders for technical accuracy, ensure that all forms are signed, ensure the contractor is in good standing with the State Contractor's Licensing Board, verify necessary bonds are provided and provide a staff report and resolution for the award of the project.

Please note that the time associated with this task does not include any time necessary for bid protests. If a bid protest is issued by any of the bidders, we will provide this as an additional service on a time and materials basis, as the time to process the protest is unknown.

## Task 6 – Construction Management and Inspection Services (to be authorized with the award of construction)

Once the construction contract has been awarded, we can assist the City with the necessary Construction Management and Inspection services needed to ensure that the project is constructed per the approved construction documents, that all payments are processed and that any change orders are evaluated and negotiated. A detailed scope of work for these services will be provided at the time of award of the project once the number of working days has been identified.

#### Schedule

If awarded in January, we anticipate that the project bid documents can be finalized by the beginning of May.

#### **Exceptions**

The following work is not included in our proposal. However, Coastland would be pleased to provide these services if the City desires:

- Environmental assessments and clearances (as this project is considered categorically exempt).
- Traffic control plans (required to be supplied by the contractor).
- Meetings beyond those noted above.
- Geotechnical Investigation or pavement cores.

#### Exhibit "B"

#### **ESTIMATED COST**

Based on our scope of work, we are proposing that the services associated with this project be completed for a not-to-exceed amount of \$31,277. The amount quoted is assuming that all of the work for this project will fall under the scope of work as previously described. If additional work is necessary that falls outside of this scope of work, we can either re-negotiate a new scope of work or provide these services on a time and materials basis per our adopted schedule of hourly rates.



Date: January 24, 2023

To: Honorable Mayor and Councilmembers

From: Louis Ósémwegie, City Clerk

Marti Brown, City Manager

Subject: Letter of Support for the 2023 Glenn Groundwater Authority Urban

Community Drought Relief Program Grant Application

#### **Recommendation:**

Approve a letter of support to the Glenn County Groundwater Authority 2022 Urban Community Drought Relief Program Grant Application.

#### **Rationale for Recommendation:**

The City of Willows is a member of the Glenn Groundwater Authority (GGA) Groundwater Sustainability Agency (GSA) in the Colusa Subbasin. An application is being prepared for groundwater recharge within the GGA service area to pursue the 2022 Urban Community Drought Relief Program funding.

#### **Background:**

The City of Willows is an active participant in pursuing short and long-term groundwater recharge opportunities in the Colusa Subbasin that will mitigate current subsidence effects, assist domestic well owners with supply reliability issues, benefit DAC populations and meet GSP sustainability goals and objectives. In recent years, the area has experienced unprecedented drought conditions impacting rural disadvantaged communities. Groundwater levels continue to decline, threatening water supply for domestic users and causing land subsidence.

#### **Discussion & Analysis:**

The subsidence is damaging nearby infrastructure; damage has included impacts to the Central Valley Project's Tehama-Colusa Canal, which serves agricultural water users on the westside of the Sacramento Valley. Without funds, Glenn Groundwater Authority will not be able to build long-term drought resiliency, which is critical to sustaining the area's economy and livelihood of its residents. Additionally, this Project aims to provide habitat for migratory waterfowl supporting the region's objective to implement multi-benefit projects. If awarded, grant funds will deliver important projects with immediate groundwater recharge benefits to the Subbasin.

#### Fiscal Impact:

There is no fiscal impact.

#### **Attachment:**

Attachment 1: Letter of Support

# City Willows

201 North Lassen • Willows, California 95988 • (530) 934-7041 • FAX: (530) 934-7402

January 24, 2023



California Department of Water Resources
Division of Regional Assistance, Financial Assistance Branch
715 P Street, 6th Floor, Mailbox 15
Sacramento, CA 94236-0001

#### To Whom It May Concern:

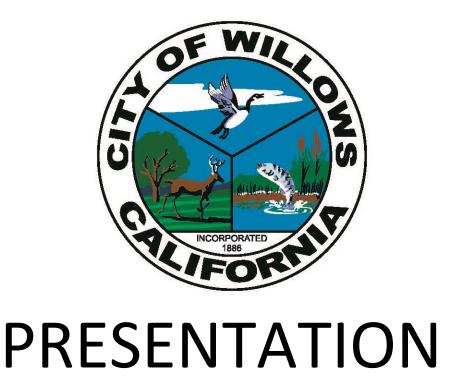
The City of Willows is pleased to provide this letter of support for the Glenn Groundwater Authority Groundwater Recharge Project (Project). The area has experienced unprecedented drought conditions impacting rural disadvantaged communities. Groundwater levels continue to decline threatening water supply for domestic users and causing land subsidence. The subsidence is damaging nearby infrastructure; damage has included impacts to the Central Valley Project's Tehama-Colusa Canal, which serves agricultural water users on the westside of the Sacramento Valley. Without these funds, Glenn Groundwater Authority will not be able to build long-term drought resiliency, which is critical to sustaining the area's economy and livelihood of its residents. Additionally, this Project aims to provide habitat for migratory waterfowl supporting the region's objective to implement multi-benefit projects.

The City of Willows is committed to assisting this effort to build drought resiliency through groundwater recharge and appreciates the state's prioritization of groundwater recharge projects as codified by Governor Newsom's Executive Order N-7-22. The City of Willows is willing to work collaboratively with Glenn Groundwater Authority to plan, design, and implement groundwater recharge projects to achieve the sustainability goals identified in the Colusa Subbasin Groundwater Sustainability Plan.

The City of Willows asks that you approve this funding request.

Sincerely,

Marti Brown City Manager



# Willows Unified School District Barn Project



# Vision

To develop a safe and secure Ag facility that is easily accessible to all students. The facility will enhance preparation of students for leadership and careers in the science, business and technology of agriculture.

# **Proposed Location**



# **Current Facility**





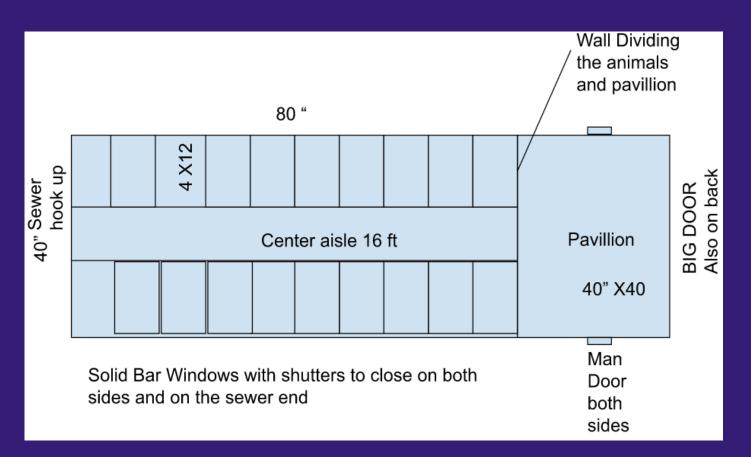
# **Proposed Facility**

**40 X 120** self contained structure that will temporarily house FFA Projects January - May each year.

# Barn with Doors



## Floor Plan



## Below Ground Waste Containment

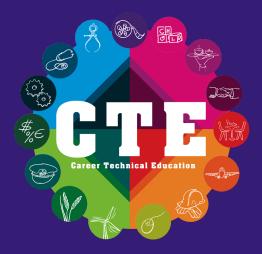


## Above Ground Waste Containment



## Projected Timeline

Dependent on Career Technical Education Incentive Grant (CTEIG) Funding



2023/2024

# Community Concerns

• Waste Management and Odor - Holding tanks will be emptied weekly to minimize smell.

Enclosed facility with concrete floor will be sprayed and cleaned twice daily.

• Flies - "Shoo-Fly" spray system will be installed.

• Traffic - No projected increase in traffic. Transportation yard will be relocated.

# Community Concerns

• Quantities and Animal Species - Pigs, Sheep and Goats with total numbers dependent on enrollment and student interest. Normal year 30 animals.

• <u>Feed Delivery</u> - Students are responsible for purchasing and transporting their own feed to the facility throughout the spring semester.

• Hours of Operation: 6:30am - 8:00pm with occasionally exceptions.

# City Council Questions

Rainforth Grau and Associates (RGA) will handle the following points in regards to this project:

- Review and approval by the Division of the State Architect (DSA)
- CEQA Environmental Impact Report
- Plot Plans
- Lights
- Fire Protection
- ADA
- Grading





# DISCUSSION & ACTION CALENDAR



Date: January 24, 2023

To: Honorable Mayor and Councilmembers

From: Marti Brown, City Manager

Subject: One-Year Contract Extension with County of Glenn for Law Enforcement Services

#### **Recommendation:**

Authorize the City Manager to execute a one-year contract extension with the County of Glenn for Law Enforcement and Animal Control Services in an amount not-to-exceed \$1,574,756.41.

#### **Rationale for Recommendation:**

In May 2017, the City of Willows executed a five-year contract with the County of Glenn Sheriff's Department for law enforcement services with the option to extend the contract. While the initial five-year contract has ended, the need for law enforcement and public safety services continues. Therefore, staff recommends extending the contract.

#### **Background:**

In May 2017, the City of Willows executed a five-year contract with the County of Glenn for law enforcement services. At the end of the five years, the contract provided a rollover provision or automatic renewal provided both parties agreed and with a 3% Consumer Price Index (CPI) increase in year six of the contract. Fiscal Year 2022-23 is year six of the contract.

#### **Discussion & Analysis:**

The City's contract with the County of Glenn for law enforcement services in year five of the contract (FY 2021-2022) was \$1,674,224. The contract included the City's unfunded pension liability for the police department, which, as of FY 2022-23, was moved to the City's newly established Non-Departmental Account. This reduced the contract to an estimated \$1,482,000 for FY 2022-23.

In addition, Animal Care Services was apparently not included in the first five-year contract from 2017 through June 30, 2022. As a result, the County proposed adding another \$49,000 to the contract for this fiscal year for Animal Care Services. Consequently, the proposed one-year contract for FY 2022-23 is \$1,574,756.41.

Should the proposed one-year extension be approved, the total contract will increase from year-one of the contract (FY 2017-18) to year-six (FY 2022-23) by \$232,756.41.

Lastly, Sheriff Gibbs requested that only a one-year contract extension be authorized so that he might participate in negotiating future multi-year contracts.

#### **Fiscal Impact:**

For Fiscal Year 2022-23, the city budgeted \$1,482,000. The proposed contract with the County of Glenn increases the contract amount by \$92,756.41, which would be adjusted during the Mid-Year Budget Adjustment in February/March 2023. The City's Finance Consultant has reviewed the contract increase and determined the increase to be correct and reasonable.

#### Attachment:

- Attachment 1: XX-2023 Resolution Amending the Contract
- Attachment 2: Municipal Law Enforcement Services Agreement Between County of Glenn and the City of Willows



## City of Willows Resolution xx-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE-YEAR CONTRACT EXTENSION WITH THE COUNTY OF GLENN FOR LAW ENFORCEMENT AND ANIMAL CONTROL SERVICES IN AN AMOUNT NOT-TO-EXCEED \$1,574,756.41.

This Amendment #1 is entered into by and between the County of Glenn, ("County"), and the City of Willows ("City").

**WHEREAS**, County and City entered into an Agreement dated May 16, 2017, for law enforcement services within the municipal boundaries of the City of Willows (Agreement).

WHEREAS, Paragraph #4.2 of the Agreement provides for an extension of its term for an additional period beyond its initial expiration upon written Agreement of the parties;

WHEREAS, Paragraph #4.3 of the Agreement allows for the compensation to increase.

**WHEREAS**, Paragraph #6.1 of the Agreement specifies the compensation for services provided in the first year of the Agreement, the City shell pay county the annual amount of one million three hundred forty-two thousand dollars (\$1,342,000.00).

**NOW, THEREFORE**, in consideration of the mutual promises herein, the parties hereto agree as follows:

- 1) Pursuant to Paragraph #4.2 of the Agreement, the term of the Agreement is hereby extended for an additional twelve-month period commencing July 1, 2022 and ending June 30, 2023.
- 2) Pursuant to Paragraph #4.3 of the Agreement, the compensation shall be increased for the extended twelve-month term by three percent (3.0%) from the previous year total compensation and an additional forty-nine thousand dollars (\$49,000) for animal controls services provided.
- 3) Pursuant to Paragraph #6.1 for all services provided during the first year of the Agreement, City shall pay County the annual amount of one million three hundred forty-two thousand dollars (\$1,342,000).
- 3.1) For all services provided during the term of this amendment commencing July 1, 2022, and ending June 30, 2023, City shall pay County in the amount of one million five hundred seventy-four thousand dollars and forty-one cents (\$1,574,756.41).

# MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF GLENN AND CITY OF WILLOWS

This Municipal Law Enforcement Services Agreement (hereinafter referred to as "Agreement") is dated this 16th day of May, 2017, for reference purposes only, by and between the COUNTY OF GLENN, (hereinafter referred to as "County") and the CITY OF WILLOWS (hereinafter referred to as "City," the County and the City each a "Party" and jointly the "Parties").

#### RECITALS

WHEREAS, the County of Glenn provides law enforcement services throughout the unincorporated areas of Glenn County, California;

WHEREAS, the City of Willows is responsible for providing law enforcement services within the municipal boundaries of the City of Willows;

WHEREAS, City is desirous of contracting with the County for the performance of law enforcement services by the Glenn County Sheriff's Department;

WHEREAS, the County is agreeable to providing law enforcement services to the City of Willows; and

WHEREAS, California Government Code Sections 51300, et seq., and 54980, et seq. authorize such law enforcement services agreements;

**NOW, THEREFORE**, in consideration of the respective covenants and commitments of the Parties set forth herein, and on the terms and conditions set forth below, the Parties agree as follows:

#### 1.0 EFFECTIVE DATE

This Agreement shall become effective July 1, 2017, on which date the Sheriff of the County of Glenn shall assume responsibility for providing law enforcement services to the City of Willows pursuant to the terms and conditions set forth herein.

#### 2.0 SCOPE OF SERVICES

S. .

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- 2.1 The County agrees, through the Sheriff of the County of Glenn (hereinafter referred to as "Sheriff"), to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 2.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the County Code and the statutes of the State of California, and under the City's Municipal Codes.
- 2.3 "General Law Enforcement Services" (the "Services") shall include, but are not limited to, emergency and non-emergency law enforcement response, patrol, traffic enforcement, traffic collision investigation, criminal investigations, animal control, dispatch services, and all other calls for law enforcement services, as well as the payment of booking fees.

#### 3.0 METHODS AND STANDARDS OF PERFORMANCE

- 3.1 The County shall provide all of the law enforcement services (24 hours per day, 7 days a week) that the City of Willows currently provides through the Willows Police Department. The County will maintain or improve the services that are currently provided by the Willows Police Department.
- 3.2 All County employees assigned to provide services hereunder will be sufficiently trained and experienced to perform the services to the City of Willows including, but not limited to, traffic collision investigations and traffic control for special events/details.
- 3.3 The Sheriff shall determine the most advantageous, efficient and effective means for providing the 24-hour per day service to the City. Final authority for the determination of the priority of response shall rest with the Sheriff within the response time criteria provided in this Agreement.
- 3.4 The County shall maintain sufficient staffing in the City to provide a response time

#### averaging:

×.,

- a. Within FIVE (5) minutes for "Crimes of Violence" (as defined by DOJ Bureau of Justice Statistics) or "in-progress" crimes.
- b. TEN (10) minutes to an hour for "Property Crimes" (as defined by DOJ Bureau of Justice Statistics) or "cold calls" for service.
- 3.5 The Sheriff shall appoint an administrative staff member (with rank of Lieutenant or higher) to be the primary point of contact and administrator for all Services provided to the City hereunder.
- 3.6 The County shall provide a detailed monthly report to the City of activities undertaken in performance of the Services under this Agreement. This report should include (at minimum) an overview of general activity, arrests, traffic enforcement, and average response times.
- 3.7 All services provided hereunder shall be under the control and at the direction of the Sheriff. The Sheriff shall exercise his judgment as he deems proper and appropriate. Standards of performance, discipline of deputies and control of personnel assigned, and all other matters incident to the performance of services hereunder shall remain with the County.
- 3.8 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the City. However, in the event of an unresolved dispute, the final and conclusive determination shall rest with the Sheriff.
- 3.9 County shall furnish and supply all necessary labor, supervision, transportation, equipment, communication facilities, and supplies necessary to provide the Services to be rendered hereunder.
- 3.10 All equipment, evidence, reports, and any other items owned or used by the Police Department in providing law enforcement services to the City of Willows at the Effective Date of this Agreement will become the property of the Sheriff. Notwithstanding the foregoing, in the event of termination of this Agreement all vehicles, firearms, computers, tablets, protective body gear, etc. ("Assets")

transferred to the Sheriff at the commencement of this Agreement shall be returned to the City upon such termination in a condition equal to or better than that when transferred to the Sheriff. The Sheriff shall create and maintain an inventory tracking system of all such Assets for this purpose.

3.11 No County employee assigned to provide service hereunder shall have any claim or right to employment, salary, benefits or claims of any kind from the City. The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, retirement, benefits or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.

#### 4.0 TERM OF AGREEMENT

S.,

..

- 4.1 The term of this Agreement shall be for a period of five (5) years, from July 1, 2017 through June 30, 2022, unless sooner terminated or extended as provided for herein.
- 4.2 Upon the expiration of the original Term or any successive 5-year term, this Agreement shall be renewed for a successive period not to exceed five (5) years each, unless either Party shall provide written notice to the other no less than twelve (12) months prior to the end of any such Term, pursuant to California Government Code section 51302.
- 4.3 In the event this Agreement is continued for a successive 5-year term(s), for the first year of the successor Term the City shall pay to the County an amount not to exceed the amount paid to the County in the final year of the preceding term plus THREE PERCENT (3%). For each following year of the Agreement, the amount shall be increased by TWO AND ONE-HALF PERCENT (2.5%) over the preceding year. All other terms and conditions of this Agreement shall remain in full force and effect.

#### 5.0 TERMINATION

- 5.1 This Agreement may be terminated effective June 30th of any year during the term, except the fifth (5th) year, provided, however, that written notice has been given to the other Party no less than TWO HUNDRED SEVENTY (270) days prior thereto.
- 5.2 In the event of termination, County shall be entitled to payment for all services provided through the date of termination.
- 5.3 In the event of termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

#### 6.0 COMPENSATION & PAYMENT

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6.1 For all services provided during the first year of the Agreement, City shall pay County the annual amount of:

ONE MILLION THREE HUNDRED FORTY-TWO THOUSAND DOLLARS (\$1,342,000.00).

- 6.2 For each following year of the Agreement, the amount set forth in Section 6.1 above shall be increased by TWO AND ONE-HALF PERCENT (2.5%) over the preceding year.
- 6.3 Should the City receive any Supplemental Law Enforcement Services ("SLES") funding, such SLES funds shall be paid to the County. Any such SLES funds will constitute a part of, and not in addition to, amounts payable to the County pursuant to Section 6.1 above.
- 6.4 The County shall invoice the City, at the address in Section 9.0 below, each month, commencing one (1) month following the Effective Date, for ONE-TWELFTH (1/12) of the total annual amount due. The City shall pay such invoice within THIRTY (30) days of receipt.
- 6.5 If such payment is not delivered to the County office which is described on said invoice within SIXTY (60) days after the date of the invoice, payment shall be considered "overdue" and the County shall be entitled to recover interest thereon. Interest shall be at the rate of TEN PERCENT (10%) per annum, based on 360 days, calculated on a daily basis from the first day the payment became "overdue"

or, in the case of disputed amounts, calculated from the date the resolution is memorialized.

- 6.6 For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.
- 6.7 Any fees, fines, asset forfeiture monies collected by the County with respect to incidents occurring in the City may be utilized by the County for purposes authorized by law.

#### 7.0 IMPLEMENTATION

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The Parties acknowledge and understand that transfer of law enforcement services from the City of Willows Police Department to the Glenn County Sheriff will, of necessity, be accomplished on a phased basis. It is anticipated that the phased implementation of the transfer of services will take approximately 90 to 120 days following the Effective Date. Accordingly, the Parties agree that the following terms will guide the implementation of this Agreement.

- 7.1 The Parties acknowledge that the Willows Police Department is required to close out all pending cases, finalize and store all files, and perform a myriad of other administrative tasks required by the demobilization of the Police Department. Accordingly, all Willows Police Officers will not be available for immediate employment by the Sheriff.
- 7.2 The Parties acknowledge that the process of selection, qualification and employment by the Sheriff of Willows Police Officers is a time-consuming process. Therefore, upon the full execution of this Agreement, the Sheriff shall commence the process of identification and selection of Willows Police Officers that the Sheriff intends to employ, assuming such officers qualify in all respects for employment with the Glenn County Sheriff's Office.
- 7.3 Those Willows Police Officers tentatively selected, but not yet employed by the County, as of the Effective Date may, at the discretion of the Sheriff, be temporarily

assigned by the City to, and shall work under the direction and supervision of, the Glenn County Sheriff's Office. Until such Officer is employed by the Glenn County Sheriff's Office, he/she shall remain an employee of the City of Willows for all purposes and shall not, under any circumstance, be considered Sheriff's personnel nor an employee or agent of Glenn County. Such assignment shall not obligate the Sheriff to complete the employment process for any such Officer.

Such temporary assignments shall not relieve the City of paying the Sheriff those amounts set forth in Section 6.0 above; provided, however, the City shall invoice the Glenn County Sheriff for the fully burdened cost of each such temporarily assigned officer, which amount(s) shall be deducted from the next regular monthly payment the City makes to the Sheriff. Such invoices shall be detailed to include the name of the Police Officer so assigned, the number of hours worked and the date(s) on which such hours were worked, the Officer's base pay rate, payroll burden, and the cost of each benefit provided to or to which the Officer is entitled.

#### 8.0 INDEMNIFICATION

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The County hereby indemnifies, defends and holds harmless the City, its Council members, officers, directors, employees, attorneys and agents against and from any and all liabilities, losses, demands, actions, expenses or claims, including reasonable attorney's fees and court costs from loss, damage or injury to any person or property, or for reason of anything done, permitted to be done, or omitted to be done by the Sheriff's personnel in providing or failing to provide general law enforcement services to the City by Sheriff's personnel or caused by the negligence or misconduct of Sheriff's personnel in providing or failing to provide general law enforcement services to the City by Sheriff's personnel. This indemnification obligation shall survive the termination of this Agreement.

#### 9.0 NOTICES

Any notice permitted or required under this Agreement shall be sent as provided below and shall be effective (a) immediately, if personally served or if emailed or faxed and the sending Party can reasonably demonstrate receipt, or (b) if delivered by mail, two (2) business days following its deposit in U.S. Mail, properly addressed and postage prepaid.

Either Party may change its address and other contact information by providing notice to the other Party in the manner set forth in this section:

Notices to County of Glenn shall be addressed as follows:

Glenn County Sheriff 543 W. Oak Street Willows, CA 95988 Phone: 530-934-6441 Fax: 530-934-6473

With a copy to:

Glenn County Counsel 525 Sycamore Street Willows, CA 95988 Phone: 530-934-6455 Fax: 530-934-6457

Notices to City of Willows shall be addressed as follows:

#### City Manager

201 North Lassen Street Willows, CA 95988 Phone: 530-934-7041

Fax: 530-934-7402

#### With a copy to:

**City Attorney** 201 North Lassen Street Willows, CA 95988 Phone: 530-934-7041

Fax: 530-934-7402

#### RELATIONSHIP OF THE PARTIES. 10.0

Neither Party hereto shall be the employer, partner, agent, joint venturer or principal 10.1 of the other. The County shall not, for any purpose or reason whatsoever, claim or imply that any officer, employee, contractor or agent providing services under this Agreement is an employee or contractor of City. No County officer, employee, contractor or agent shall be entitled to any benefits accorded to employees of the City.

Page 8

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10.2 County shall be responsible for providing, at County's sole expense and in County's name, compensation and such statutory benefits as are required and discretionary benefits as it elects to its officers, employees and agents providing services hereunder. County shall at all times, at its sole expense, obtain and maintain in effect all such licenses and permits usual or necessary to perform the services contemplated under this Agreement.

#### 11.0 AMENDMENTS

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All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly adopted by the County Board of Supervisors and the City Council.

#### 12.0 AUTHORIZATION WARRANTY

- 12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

#### 13.0 MISCELLANEOUS

- 13.1 Entire Agreement. This Agreement and any executed Amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0 of this Agreement.
- 13.2 **Limitations on Contracts.** No person or organization shall be deemed or intended to be a third-party beneficiary of any terms of this Agreement.

1128:20170509.v13

- 13.3 Attorney's Fees & Costs. In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including court costs, attorney's fees, and all other related expenses incurred in such litigation. In the event of a pre-trial settlement of litigation between the Parties, allocation of such fees and costs shall be determined by that settlement process.
- 13.4 **Mediation**. The Parties agree to mediate any dispute or claim arising between them out of this Agreement before resorting to court action. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, (i) any Party commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, any Party refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action.
- 13.5 Governing Law, Jurisdiction and Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of California. All suits, proceedings and other actions relating to or arising out of this Agreement shall be submitted to the jurisdiction of the courts of the State of California, or the Federal District Court for the Eastern District of California, and proper venue shall be Glenn County, California.
- 13.6 **Entire Agreement**. This Agreement contains the entire agreement between the Parties, and supersedes all prior agreements, understandings and contracts between the Parties with respect to the specific subject matter hereof.
- 13.7 Waiver. No failure or delay by either Party in exercising any rights, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.
- 13.8 **Severability**. In the event that any provision of this Agreement shall be declared by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the County of Glenn, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and the City of Willows, by order of the Willows City Council, has caused this Agreement to be executed by the Mayor of the City and attested to by the City Clerk.

COUNTY OF GLENN

ice-Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Clerk of the Board

CITY OF WILLOWS

Mayor

GARY L. HANSEN

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

County Counsel

APPROVED AS TO FORM:

City Attorney

1128:20170509.v13

Page 11

By:

ALICIA EKLAND County Counsel By: ROBERT W. HUNT

City Attorney

All other provisions of the Agreement shall remain in full force and effect for the term of the Agreement.

**PASSED, APPROVED, AND ADOPTED** on this 24th day of January 2023 by the following vote:

ATTESTED:
71112311231
Louis Osemwegie, City Clerk

**IN WITNESS WHEREOF**, County and City have executed this Agreement on the day and year set forth below.

**CITY OF WILLOWS:** 

Ву:		
Rick Thomas, Mayor	Date	
By		
Marti Brown, City Manager	Date	
COUNTY OF GLENN:		
By		
Thomas J. Arnold, Chairman Glenn County Board of Supervisors	Date	
By		
Scott H. De Moss, County Administrative Officer Glenn County, California	Date	
APPROVED AS TO FORM:		
Ву:		
William J. Vanasek		
County Counsel, Glenn County, California		



Date: January 24, 2023

To: Honorable Mayor and Councilmembers

From: Pat Piatt, Community Development & Services Director

Marti Brown, City Manager

Subject: Urgent South Tehama Street Bridge Repair Project

#### **Recommendation:**

Adopt a resolution authorizing the City Manager, or her designee, to execute a contract with the lowest responsible bidder for the Tehama Street Bridge Urgent Repair Project and to establish a not to exceed budget for the overall project.

#### **Rationale for Recommendation:**

Urgent South Tehama Street Bridge repairs in the canal are essential. The only time frame available to repair the bridge is annually in February when GCID drains the canal. The City missed the opportunity to repair the bridge in February 2022 when the canal was last drained and wishes to be prepared for the February 2023 canal drainage period.

#### **Background:**

Caltrans performs bridge inspections for all public bridges in the state every two years. In 2019, the Caltrans bridge report for the Tehama Street Bridge identified erosion (e.g., scouring) at both the upstream and downstream ends of the concrete apron that is below the bridge on the floor of the Glenn-Colusa Irrigation District (GCID) canal. The Caltrans report identified the scouring as "critical" and that the failure of piers/abutments is "imminent." Accordingly, it is essential to repair the underpinnings of the bridge as soon as possible.

The Caltrans bridge report came to the attention of the Public Works Department approximately two years ago. The repair project is complicated by the fact that the bridge crosses the GCID canal and the water in the canal is only lowered and drained one time per year (e.g., late January/ early February) and the timeframe to complete repair work is extremely limited.

In 2022, contracts were in place to have a surveyor collect topographic information on portions of the bridge apron so detailed information could be obtained to design both a "cut off" wall at the downstream side of the apron to prevent scouring from undermining the apron, as well as filling voids that had occurred due to erosion under the apron caused by the canal water. In January/February 2022, when the GCID canal was de-watered, the water in the canal did not drop low enough to complete the survey. During its lowest period, there was still at least one

foot of water in the floor of the canal and the area that required additional surveying. As a result, the design of a cut-off wall could not be accurately completed.

#### **Discussion & Analysis:**

Staff coordinated with GCID on the timing to lower the canal water (e.g., it is being dewatered now.) The Timing is critical to complete construction in the next few weeks. Staff has filed an encroachment permit with GCID. Staff has also solicited four concrete contractors qualified to complete the work. Informal bids are due at 2 p.m. on January 20, 2023. Bid results will be presented at the January 24 Council meeting and recommendations will be made for both the low bidder and the overall recommended project budget.

The scope of the work includes pumping concrete slurry into the voids under the concrete apron and obtaining measurements for the cut-off wall. The cut-off wall would be constructed when the canal water is lowered in January 2024. It will not be a part of the proposed project and scope of work for this calendar year. However, it's critical that the voids under the concrete apron are filled this year ensuring that further scouring does not adversely impact the existing piles and/or footings.

Staff seeks Council authorization to award the project to the lowest responsible bidder. Construction is anticipated to start in late January 2023.

#### **Fiscal Impact:**

The adopted Capital Improvement Program (CIP) shows this project as being funded through RSTP funds (identified in the CIP as project ST-007) for FY 2022-23 and FY 2023-24. There is \$60,000 budgeted in the FY 2022-23 RSTP Fund.

#### **Attachment:**

Attachment 1: Resolution XX-2023



## City of Willows Resolution xx-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA, AUTHORIZING
THE CITY MANAGER, OR HER DESIGNEE, TO EXECUTE A CONTRACT WITH THE LOWEST
RESPONSIBLE BIDDER FOR THE TEHAMA STREET BRIDGE URGENT REPAIR PROJECT AND TO
ESTABLISH A NOT TO EXCEED BUDGET FOR THE OVERALL PROJECT

WHEREAS, in accordance with California Public Contract Code Sections 22032 (a) and other applicable law, the City of Willows informally solicited bids for the repair of the concrete apron below the Tehama Street Bridge that spans the GCID canal ("Project"); and **WHEREAS**, bids for the Project were received ranging from a low bid of \$ to a high of \$_____; and WHEREAS, staff has determined that ______ bid satisfies the bidding requirements for the Project; and WHEREAS, staff has verified that ______ possesses valid California Contractor's Licenses under the requested Class , number (expires ) as required to qualify to perform the Project; and WHEREAS, the Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Section 15301(c) of Title 14 of the California Code of Regulations, as the work is being done on existing street facilities; and WHEREAS, City staff does not have the manpower or expertise to provide the construction management, inspection and testing for this project and is requesting that the City Engineer (Coastland Civil Engineering) provide these services for this project; and WHEREAS, Coastland Civil Engineering has the expertise and manpower to provide the requested services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLOWS AS FOLLOWS:

	findings of the City Council of the City of Willows.
2. Section 15301	, , , , , , , , , , , , , , , , , , , ,
Urgent Repair	The City hereby finds the bid of for the Tehama Street Bridge Project to be the lowest, responsive bid and waives any irregularities in such bid with applicable law.
amount of \$_	The contract for the Project is hereby awarded to, in the, conditioned on's timely executing the Project submitting all required documents in accordance with the contract regulations.
	The City Manager is hereby authorized and directed to execute with  for performance of the project in accordance with applicable laws and City
Standards upo	on submission by of all documents required.
includes the c	That the overall budget for the Project be established at \$ which ontract amount of \$, a 10 percent contingency in the amount of d an estimated cost of \$ for construction management and
	The City Manager is hereby authorized to execute any contract change orders in ith the Project contract documents so long as the total Project cost does not tal funding for this Project in the adopted budget.
8.	City staff is hereby directed to issue a Notice of Award to
	The City Manager is hereby authorized and directed to execute a contract with Coastland Civil Engineering to provide construction management and a pection for this project.
10.	This Resolution shall become effective immediately.
jurisdiction, tl effect, except	All portions of this resolution are severable. Should any individual component of n be adjudged to be invalid and unenforceable by a body of competent nen the remaining resolution portions shall be and continue in full force and as to those resolution portions that have been adjudged invalid. The City Council Willows hereby declares that it would have adopted this Resolution and each

section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more section subsection, clause sentence, phrase or other portion may be held

invalid or unconstitutional.

24 th day of January 2023, by the following vote:	
AYES: NOES: ABSENT: ABSTAIN:	
APPROVED:	ATTESTED:
Richard Thomas, Mayor	Louis Osemwegie, City Clerk
Attachment:  o Exhibit A:	

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council on this

#### **GLENN-COLUSA CANAL**

0.9 MI S OF S.H. 162

02/22/2019 [AAAM]

11C0186

#### 116 - PHOTO-Sub-Scour/Evaluation

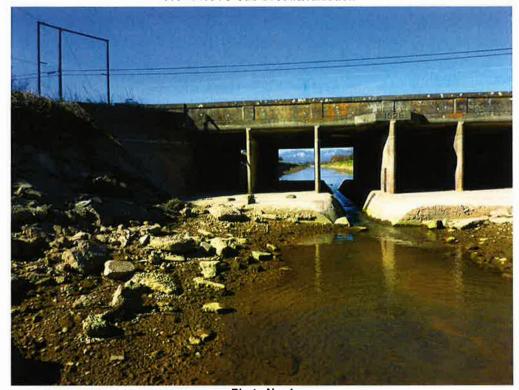


Photo No. 1

Cells 1-4 upstream side. Note elevated invert, low flow notch and cutoff wall.

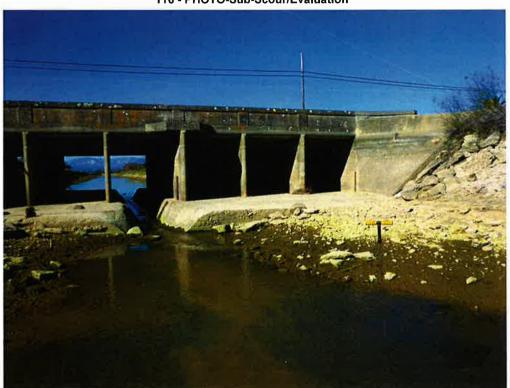
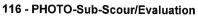


Photo No. 2

Cells 2-6, upstream side. Note elevated invert, low flow notch and cutoff wall.



Apron downstream of Cell 1 is undermined 1 ft vertical x 3 ft horizontal.



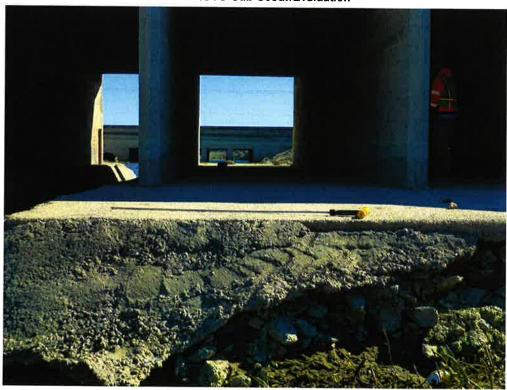


Photo No. 4

Apron downstream of Cell 2 is not undermined yet, but cutoff wall is failing.

11C0186

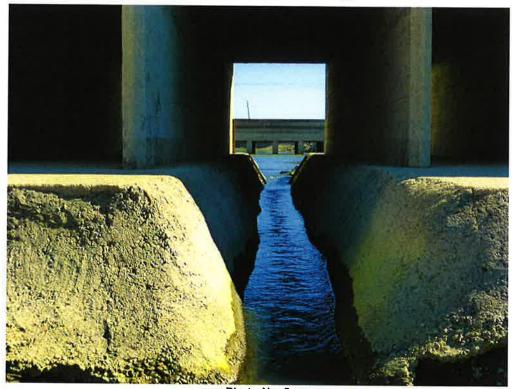


Photo No. 5 Low flow notch in Cell 3 - looking upstream.

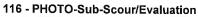




Photo No. 6
Apron downstream of Cell 4 is undermined 1 ft vertically x 4 ft horizontally



Apron downstream of Cell 5 is undermined 1 ft vertically x 8 ft horizontally.





Photo No. 8

Apron downstream of Cell 6 is undermined 1 ft vertically x 12 ft horizontally.

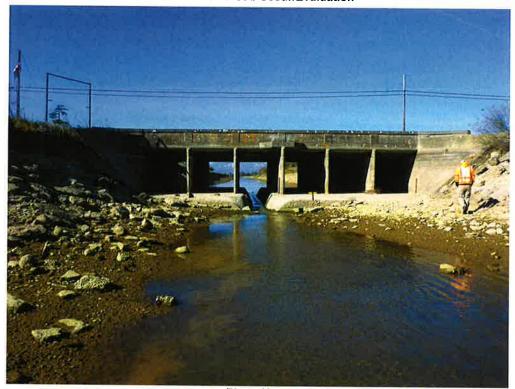


Photo No. 9

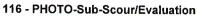
Upstream side. The channel bed is below the invert of the culvert. Note low flow notch.



Photo No. 10
Cutoff wall at southwest wing wall is exposed 24 inches deep.



Photo No. 11
Cutoff wall at southeast wing wall is exposed 24 inches deep.



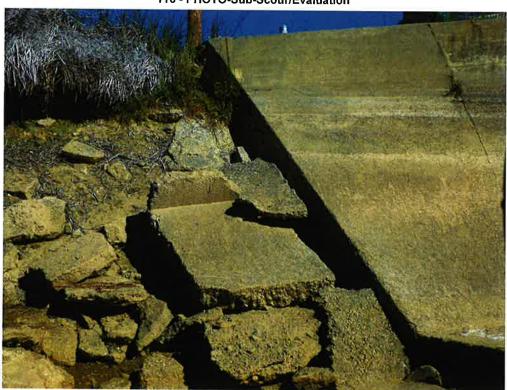


Photo No. 12
Cutoff wall at northwest wing wall is exposed 20 inches deep.



Photo No. 13 Cutoff wall at northeast wing wall is exposed 20 inches deep.





Photo No. 14 Bank erosion downstream of Abutment 1.

116 - PHOTO-Sub-Scour/Evaluation

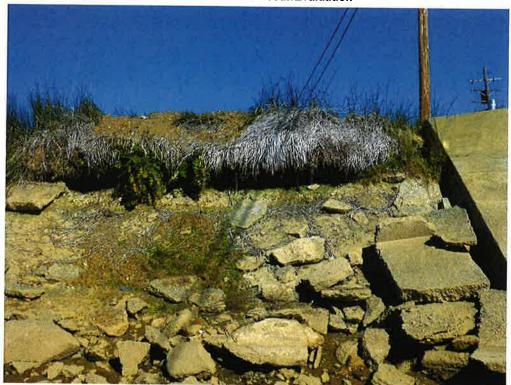


Photo No. 15
Bank erosion downstream of Abutment 2.

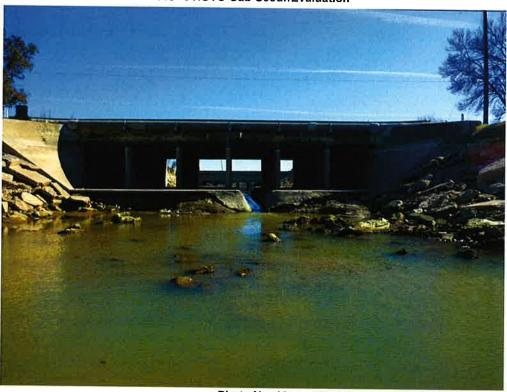


Photo No. 16

Looking upstream. RSP on the banks and at the downstream end of the apron is failing.



Date: January 24, 2023

To: Honorable Mayor and Councilmembers

From: Marti Brown, City Manager

Subject: Updated Salary Schedule for All Authorized Full-Time Job Classifications

#### **Recommendation:**

Adopt the updated salary schedules for all authorized full-time job classifications (Exhibit A).

#### **Rationale for Recommendation:**

At the October 11, 2022, City Council meeting, the Council approved an updated salary schedule. However, the salary steps were incorrectly calculated and required correction before submitting the new salary schedules to CalPERs and posting them on the City's website.

#### **Background:**

At the October 11, 2022, City Council meeting, the City Council approved the 9-step salary schedules for all authorized full-time job classifications. However, there was an error in the calculation requiring the steps to be re-calculated. That said, the top step for each job classification, step 9, has not changed from the previously Council approved salary steps. The resulting salary step adjustments are de minimis in terms of the overall city budget.

#### **Discussion & Analysis:**

The city is obligated to make publicly available salary information for all employees of the city by job classification.

This data, in addition to aiding in transparency, is required for proper CalPERS retirement calculations based on CalPERS circular letters from 2012 following a decision in *Tanner v. Cal. Public Employees' Retirement* System (2016) 248 Cal. App. 4th 743. The circular letter that followed this case (unpublished) made it clear that if publicly available pay schedules do not clearly set forth information about the classification title, pay rate and time base along with the effective date CalPERS may determine the retirement computation based on its own assessment of the "pay rate."

The requirements for publicly available pay schedules are as follows:

- They must be publicly approved and adopted by the employer's governing body (e.g., Council).
- They must identify the position title for every employee position.
- They must show the pay rate for each identified position.
- They must identify whether the time base is hourly, daily, bi-weekly and/or monthly.
- The schedule must be posted at the office of the employer and/or on the website.
- It must indicate the effective date and date of any revisions.
- Pay schedules must be retained for a minimum of five (5) years.
- The schedule must directly disclose the pay rates it cannot simply refer to another document containing the rates.

Assuming Council approval, the attached salary schedule shows the position titles, pay rates and base for each classification effective November 22, 2022, for UPEC, Management and Confidential employees. There were no changes to the WEA salary schedule, which became effective July 1, 2021. However, those salary steps were incorrectly calculated as well and have since been corrected (Exhibit A).

The difference between the 2021 adopted salary schedule, October 11, 2022 adopted salary schedule and the attached and revised salary schedule would result in back pay to all employees totaling \$449.90.

#### **Fiscal Impact:**

The multi-year fiscal impact and difference from the already Council adopted salary schedule of October 11, 2022, and the 2021 adopted schedule versus the proposed adjusted schedule (Exhibit A) is de minimis. In all instances, the top step for each position has not changed from the September 27, 2022, approved Tentative Agreement with the UPEC and WEA, as well as the top salary step for management positions.

Moving forward and for the remainder of the fiscal year, the difference between the October 11, 2022, adopted salary schedule and the proposed adopted salary schedule (Exhibit A) will be \$110 per month or \$1,320 per fiscal year.

#### **Attachment:**

• Attachment 1: Resolution XX-2023

Exhibit A: Salary Schedule



## City of Willows Resolution xx-2023

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA, ADOPTING THE UPDATED SALARY SCHEDULES FOR ALL AUTHORIZED FULL-TIME JOB CLASSIFICATIONS

**WHEREAS,** the City Council approved the salary schedule update for the Community Development & Services Director job classification on June 14, 2022; and

WHEREAS, the City Council approved the salary schedule update for the Accounting Manager, City Clerk/Assistant to the City Manager and Superintendent of Public Works job classifications on July 12, 2022; and

**WHEREAS,** the City Council approved the Tentative Agreements with the United Public Employees of California (UPEC) and Willows Employee Association (WEA) on September 27, 2022, as well as any associated salary schedule updates; and

**WHEREAS,** the City Council also approved moving the salary schedules of UPEC, Management and Confidential job classifications to a 9-Step schedule at the September 27, 2022, City Council meeting; and

WHEREAS, the City Council also approved the salary schedules of UPEC, Management and Confidential job classifications to a 9-Step schedule at the October 11, 2022, City Council meeting; and

**WHEREAS,** due to the adjustment within the 9-Step salary schedules of UPEC, Management and Confidential job classifications, the official salary schedule required updating.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Willows does hereby adopt the attached salary schedules for UPEC, the WEA and Management and Confidential job classifications (Exhibit A).

<b>PASSED AND ADOPTED</b> by the City Council of the City of V following vote:	Willows this $24^{th}$ day of January 2023, by the
AYES: NOES: ABSENT: ABSTAIN:	
APPROVED:	ATTESTED:
Rick Thomas, Mayor	Louis Osemwegie, Deputy City Clerk
Exhibit A: Salary Schedule	

#### MANAGEMENT AND CONFIDENTIAL EMPLOYEE SALARY SCHEDULE AS OF JANUARY 24, 2023

#### Effective Date: Base Table Updated for New Positions / Updates - As of December 27, 2022):

		Monthly Pay - 2.5% Ranges							
Position	STEP 1   STEP 2   STEP 3   STEP 4   STEP 5   STEP 6   STEP 7   STEP 8						STEP 8	STEP 9	
Fire Chief	\$ 8,635	\$ 8,851	\$ 9,072	\$ 9,299	\$ 9,531	\$ 9,769	\$ 10,013	\$ 10,263	\$ 10,520
Community & Development Services Director (updated)	\$ 8,549	\$ 8,763	\$ 8,982	\$ 9,207	\$ 9,437	\$ 9,673	\$ 9,915	\$ 10,163	\$ 10,417
Accounting Manager (new)	\$ 7,182	\$ 7,362	\$ 7,546	\$ 7,735	\$ 7,928	\$ 8,126	\$ 8,329	\$ 8,537	\$ 8,750
Administrative Services Director	\$ 6,735	\$ 6,903	\$ 7,076	\$ 7,253	\$ 7,434	\$ 7,620	\$ 7,810	\$ 8,005	\$ 8,205
<b>Building Official</b>	\$ 5,337	\$ 5,470	\$ 5,607	\$ 5,747	\$ 5,891	\$ 6,038	\$ 6,189	\$ 6,344	\$ 6,503
Superintendent of Public Works (new)	\$ 5,130	\$ 5,258	\$ 5,389	\$ 5,524	\$ 5,662	\$ 5,804	\$ 5,949	\$ 6,098	\$ 6,250
Library Director	\$ 4,959	\$ 5,083	\$ 5,210	\$ 5,340	\$ 5,473	\$ 5,610	\$ 5,750	\$ 5,894	\$ 6,041
City Clerk / Assistant to City Manager (new)	\$ 4,925	\$ 5,048	\$ 5,174	\$ 5,303	\$ 5,436	\$ 5,572	\$ 5,711	\$ 5,854	\$ 6,000
Recreation Coordinator	\$ 3,921	\$ 4,019	\$ 4,119	\$ 4,222	\$ 4,328	\$ 4,436	\$ 4,547	\$ 4,661	\$ 4,778
Finance Analyst (updated)	\$ 3,921	\$ 4,019	\$ 4,119	\$ 4,222	\$ 4,328	\$ 4,436	\$ 4,547	\$ 4,661	\$ 4,778
Code Enforcement Officer	\$ 3,403	\$ 3,488	\$ 3,575	\$ 3,664	\$ 3,756	\$ 3,850	\$ 3,946	\$ 4,045	\$ 4,146

				Hour	y Pay - 2.5%	6 Ranges			
Position	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Fire Chief	\$ 49.82	\$ 51.06	\$ 52.34	\$ 53.65	\$ 54.99	\$ 56.36	\$ 57.77	\$ 59.21	\$ 60.69
Community & Development Services Director (updated)	\$ 49.32	\$ 50.56	\$ 51.82	\$ 53.12	\$ 54.45	\$ 55.81	\$ 57.20	\$ 58.63	\$ 60.10
Accounting Manager (new)	\$ 41.44	\$ 42.47	\$ 43.54	\$ 44.63	\$ 45.74	\$ 46.88	\$ 48.05	\$ 49.25	\$ 50.48
Administrative Services Director	\$ 38.86	\$ 39.83	\$ 40.82	\$ 41.85	\$ 42.89	\$ 43.96	\$ 45.06	\$ 46.18	\$ 47.34
Building Official	\$ 30.79	\$ 31.56	\$ 32.35	\$ 33.16	\$ 33.99	\$ 34.84	\$ 35.71	\$ 36.60	\$ 37.52
Superintendent of Public Works (new)	\$ 29.60	\$ 30.34	\$ 31.09	\$ 31.87	\$ 32.67	\$ 33.49	\$ 34.32	\$ 35.18	\$ 36.06
Library Director	\$ 28.61	\$ 29.33	\$ 30.06	\$ 30.81	\$ 31.58	\$ 32.37	\$ 33.17	\$ 34.00	\$ 34.85
City Clerk / Assistant to City Manager (new)	\$ 28.41	\$ 29.12	\$ 29.85	\$ 30.59	\$ 31.36	\$ 32.15	\$ 32.95	\$ 33.77	\$ 34.62
Administrative Analyst	\$ 22.62	\$ 23.19	\$ 23.76	\$ 24.36	\$ 24.97	\$ 25.59	\$ 26.23	\$ 26.89	\$ 27.57
Recreation Coordinator	\$ 22.62	\$ 23.19	\$ 23.76	\$ 24.36	\$ 24.97	\$ 25.59	\$ 26.23	\$ 26.89	\$ 27.57
Finance Analyst (updated)	\$ 22.62	\$ 23.19	\$ 23.76	\$ 24.36	\$ 24.97	\$ 25.59	\$ 26.23	\$ 26.89	\$ 27.57
Code Enforcement Officer	\$ 19.63	\$ 20.12	\$ 20.63	\$ 21.14	\$ 21.67	\$ 22.21	\$ 22.77	\$ 23.34	\$ 23.92

#### UNITED PUBLIC EMPLOYEES OF CALIFORNIA (UPEC - Fire) - SALARY SCHEDULE AS OF JANUARY 24, 2023

#### Effective Date: Sept. 2022 - Base Table Updated for 9 Steps

		Monthly Pay - 2.5% Ranges								
Position	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
Firefighter / Engineer	\$ 3,800	\$ 3,895	\$ 3,992	\$ 4,092	\$ 4,194	\$ 4,299	\$ 4,406	\$ 4,516	\$ 4,629	
Fire Captain (New Position)	\$ 4,241	\$ 4,347	\$ 4,456	\$ 4,567	\$ 4,681	\$ 4,798	\$ 4,918	\$ 5,041	\$ 5,167	
				Hourly	Pay - 2.5%	Ranges				
Position	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
Firefighter / Engineer	\$ 15.66	\$ 16.05	\$ 16.45	\$ 16.86	\$ 17.28	\$ 17.72	\$ 18.16	\$ 18.61	\$ 19.08	
Fire Captain (New Position)	\$ 17.48	\$ 17.91	\$ 18.36	\$ 18.82	\$ 19.29	\$ 19.77	\$ 20.27	\$ 20.77	\$ 21.29	

#### Effective Date: Base Table - Effective July 1, 2023 (2%)

		Monthly Pay - 2.5% Ranges							
Position	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Firefighter / Engineer	\$ 3,875	\$ 3,972	\$ 4,071	\$ 4,173	\$ 4,277	\$ 4,384	\$ 4,494	\$ 4,606	\$ 4,722
	•		-		-	-			•
				Hourly	Pay - 2.5%	Ranges			
Position	STEP 1	STEP 2	STEP 3	Hourly	Pay - 2.5%	Ranges STEP 6	STEP 7	STEP 8	STEP 9
Position	STEP 1	STEP 2	STEP 3				STEP 7	STEP 8	STEP 9

#### WILLOWS EMPLOYEE ASSOCIATION (WEA) - SALARY SCHEDULE AS OF JANUARY 24, 2023

Effective Date: Base Table - Effective July 1, 2022 (+2% COLA)

		Monthly Pay - 5% Ranges							
Position	STEP A	STEP B	STEP C	STEP D	STEP E				
Parks / Public Works Superintendent	\$ 4,472	\$ 4,696	\$ 4,931	\$ 5,178	\$ 5,437				
Parks / Public Works Mechanic	\$ 3,310	\$ 3,475	\$ 3,649	\$ 3,831	\$ 4,023				
Parks / Public Works Maintenance Worker	\$ 3,310	\$ 3,475	\$ 3,649	\$ 3,831	\$ 4,023				
Library Technician	\$ 2,751	\$ 2,889	\$ 3,033	\$ 3,185	\$ 3,344				
Community Development Technician	\$ 4,010	\$ 4,210	\$ 4,420	\$ 4,641	\$ 4,874				

		Hourly Pay - 5% Ranges						
Parks / Public Works Superintendent	\$ 25.80	\$ 27.09	\$ 28.45	\$ 29.87	\$ 31.37			
Parks / Public Works Mechanic	\$ 19.10	\$ 20.05	\$ 21.05	\$ 22.10	\$ 23.21			
Parks / Public Works Maintenance Worker	\$ 19.10	\$ 20.05	\$ 21.05	\$ 22.10	\$ 23.21			
Library Technician	\$ 15.87	\$ 16.67	\$ 17.50	\$ 18.38	\$ 19.29			
<b>Community Development Technician</b>	\$ 23.14	\$ 24.29	\$ 25.50	\$ 26.78	\$ 28.12			

Effective Date: Base Table - Effective July 1, 2023 (+2% COLA)

		Monthly Pay - 5% Ranges							
Position	STEP A	STEP B	STEP C	STEP D	STEP E				
Parks / Public Works Superintendent	\$ 4,562	\$ 4,790	\$ 5,030	\$ 5,282	\$ 5,546				
Parks / Public Works Mechanic	\$ 3,376	\$ 3,545	\$ 3,722	\$ 3,908	\$ 4,103				
Parks / Public Works Maintenance Worker	\$ 3,376	\$ 3,545	\$ 3,722	\$ 3,908	\$ 4,103				
Library Technician	\$ 2,807	\$ 2,947	\$ 3,094	\$ 3,249	\$ 3,411				
Community Development Technician	\$ 4,090	\$ 4,294	\$ 4,509	\$ 4,734	\$ 4,971				

		Hourly Pay - 5% Ranges				
Position	STEP A	STEP B	STEP C	STEP D	STEP E	
Parks / Public Works Superintendent	\$ 26.32	\$ 27.64	\$ 29.02	\$ 30.47	\$ 31.99	
Parks / Public Works Mechanic	\$ 19.48	\$ 20.45	\$ 21.47	\$ 22.55	\$ 23.67	
Parks / Public Works Maintenance Worker	\$ 19.48	\$ 20.45	\$ 21.47	\$ 22.55	\$ 23.67	
Library Technician	\$ 16.19	\$ 17.00	\$ 17.85	\$ 18.74	\$ 19.68	
Community Development Technician	\$ 23.60	\$ 24.77	\$ 26.01	\$ 27.31	\$ 28.68	

