



Willows City Council Regular Meeting

December 13, 2022

Willows City Hall

6:00 p.m.

Agenda

201 North Lassen Street

Willows, CA 95988

(530) 934-7041

Outgoing City Council

Larry Domenighini, Mayor

Gary Hansen, Vice-Mayor

Jeff Williams, Council Member

Robert Griffith, Council Member

Vacant, Council Member

Incoming City Council

Vacant, Mayor

Gary Hansen, Vice-Mayor

Jeff Williams, Councilmember

Rick Thomas, Councilmember-Elect

Casey Hofhenke, Councilmember-Elect

David Vodden, Councilmember-Elect

City Manager

Marti Brown

City Clerk

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. Confirm November 8, 2022, Election Results

Recommended Action: Adopt a Resolution certifying canvass of returns and election results of the November 8, 2022, election.

Contact: Louis Ósémwegie, City Clerk, losemwegie@cityofwillows.org.

b. Register Approval

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

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

c. **Minutes Approval**

Recommended Action: Approve minutes of the November 8, 2022, City Council meeting.

Contact: Louis Ósémwegie, City Clerk, losemwegie@cityofwillows.org.

d. **CAL FIRE Dispatch Contract Extension**

Recommended Action: Adopt the attached resolution 2022-XX, authorizing the City Manager or her designee, to enter and execute a contract amendment and extension with CAL FIRE for the 2022-2023 fiscal year for fire dispatch services.

Contact: Nate Monck, Fire Chief, nmonck@cityofwillows.org.

e. **Bid Award for New Mobile and Portable Radios (Fire)**

Recommended Action: Award the bid to the lowest responsible bidder and authorize the Fire Chief to purchase the equipment listed in quote #1943088 and #1960205 from Sutter Butte Communications in the amount of \$123,983.33.

Contact: Nate Monck, Fire Chief, nmonck@cityofwillows.org.

f. **Building Forward: Library Infrastructure Grant Resolution**

Recommended Action: Adopt the Building Forward: Library Infrastructure Grant Resolution to accept the State's \$49,200 awarded grant for infrastructure improvements.

Contact: Jody Meza, Willows Library Director, jmeza@cityofwillows.org.

6. **PRESENTATION AND COMMENDATIONS TO AND OUTGOING REMARKS
BY MAYOR AND COUNCILMEMBERS**

Presentations by: Vice-Mayor Gary Hansen

7. **COUNCIL RECESS - 15 MINUTES**

8. **RE-ADJOURN AND CALL TO ORDER**

9. **ADMINISTRATION OF THE OATH OF OFFICE TO NEWLY ELECTED COUNCILMEMBERS**

10. **PLEDGE OF ALLEGIANCE**

11. **ROLL CALL**

12. **REMARKS BY NEWLY ELECTED OFFICIALS**

13. **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. **WM Franchise Agreement – Annual Consumer Price Index (CPI) Rate Increase**

Recommended Action: Staff seeks Council direction regarding WM’s annual franchise agreement Consumer Price Index (CPI) collection services rate increase. Under the terms of the agreement, the CPI cap cannot exceed 5% per year; however, WM is requesting a 6.96% CPI rate increase due to rising costs of service delivery.

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

b. **Election of Mayor and Vice-Mayor**

Recommended Action: Accept nominations and elect a Mayor and Vice Mayor to preside over the City Council for the 2023 calendar year.

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

c. **2023 Calendar Year City Council Committee Appointments**

Recommended Action: Appoint Councilmembers to various Committees and Boards for the 2023 calendar year.

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

14. COMMENTS & REPORTS

- a. City Council Comments & Reports
- b. City Manager’s Report

15. ADJOURNMENT

This agenda was posted on December 9, 2022.

Tara Rustenhoven

Tara Rustenhoven, Deputy 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.

The City of Willows is an Equal Opportunity Provider.



PUBLIC COMMENT & CONSENT CALENDAR FORUM



Date: December 13, 2022
To: Honorable Mayor and Councilmembers
From: Louis Osemwegie, City Clerk/Assistant to the City Manager
Marti Brown, City Manager
Subject: Confirm November 8, 2022, Election Results

Recommendation:

Adopt a Resolution certifying canvass of returns and election results of the November 8, 2022, election.

Background:

Upon completion of the election canvass, the Glenn County Elections Clerk certified the election and provided the final election results indicating that Richard “Rick” Thomas, Casey Hofhenke and David Vodden were elected to the City of Willows City Council.

Discussion & Analysis:

Past precedent of the City of Willows City Council has been to confirm election results following certification and approval by the County of Glenn by adopting the attached Resolution. After the Resolution is adopted, the new members of the City Council will be sworn into office.

Fiscal Impact:

There is no fiscal impact.

Attachments:

- Attachment 1: Vote Results
- Attachment 2: Vote Certification
- Attachment 3: Resolution XX-2022

City Of Orland Member, City Council (Vote for 2)

Precincts Reported: 22 of 22 (100.00%)

		Total	
Times Cast		1,846 / 3,753	49.19%
Undervotes		866	
Overvotes		0	
Candidate	Party	Total	
WILLIAM A. IRVIN		438	
MATHEW ROMANO		794	
JOHN MCDERMOTT		1,090	
DENNIS G. HOFFMAN		504	
Total Votes		2,826	
		Total	
Unresolved Write-In		0	

City Of Willows Member, City Council (Vote for 2)

Precincts Reported: 15 of 15 (100.00%)

		Total	
Times Cast		1,671 / 3,009	55.53%
Undervotes		724	
Overvotes		2	
Candidate	Party	Total	
LARRY DOMENIGHINI		501	
RICHARD "RICK" THOMAS		931	
CASEY HOFHENKE		882	
ROBERT L. GRIFFITH		302	
Total Votes		2,616	
		Total	
Unresolved Write-In		0	

City of Willows Member, City Council (Partial/Unexpired Term) (Vote for 1)

Precincts Reported: 15 of 15 (100.00%)

		Total	
Times Cast		1,671 / 3,009	55.53%
Undervotes		125	
Overvotes		7	
Candidate	Party	Total	
FRED M BEEL		193	
DAVID B. VODDEN		769	
LORRI PRIDE		577	
Total Votes		1,539	
		Total	
Unresolved Write-In		0	

CERTIFICATE OF COUNTY CLERK TO RESULTS OF THE CANVASS
OF THE GENERAL ELECTION RETURNS

November 8, 2022

STATE OF CALIFORNIA }
COUNTY OF GLENN } SS

I, SENDY PEREZ, County Clerk of said County of Glenn, do hereby certify that pursuant to the provisions of Section 15301 of the Elections Code, I did canvass the returns of the votes cast in the General Election held on November 8, 2022, for elective public offices, and/or for and against each measure as submitted to the vote of the electors, and that the Statement of the Votes Cast, to which this certificate is attached, shows the whole number of votes cast for each candidate and/or for and against each measure and in each of the respective precincts therein, and that the totals of the respective columns and the totals as shown for each candidate and/or for and against each measure are full, true and correct.

WITNESS my hand and Official Seal this 30th day of November, 2022.

(seal)

SENDY PEREZ, Glenn County Clerk





**City of Willows
Resolution xx-2022**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS CONFIRMING CANVASS OF RETURNS AND RESULTS OF THE CONSOLIDATED GENERAL MUNICIPAL ELECITON HELD ON TUESDAY NOVEMBER 8, 2022

WHEREAS, a Consolidated General Municipal Election was held in the City of Willows on Tuesday, November 8, 2022; and

WHEREAS, the Glenn County Clerk has canvassed the returns of said election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willows as follows:

1. That the canvass of said election is hereby confirmed.
2. That the total number of ballots cast in said election was 1671.
3. That the list of candidates nominated for the office of the City Council are two full terms of four years each, and the remaining two years of a four year term, as set forth in the petitions on file with the City Clerk, and the number of votes cast in favor of each candidate were as follows:

Name:	Total Votes Received
Rick Thomas	931
Casey Hofhenke	882
David Vodden	769
TOTAL	2,582

4. That Rick Thomas and Casey Hofhenke, standing for election to the City Council of Willows for a full term of four years, and David Vodden, standing for election to the City Council of Willows for the remaining two years of a four year term, each received the highest number of votes cast for the office for which each was a candidate, and the said persons were thereby elected to said respective offices for the terms hereinabove set forth, and the City Clerk is hereby authorized to administer thereto, the Oath of Office prescribed in the Constitution of the State of California.

PASSED AND ADOPTED by the City Council of the City of Willows this 13th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Larry Domenighini, Mayor

Louis Osemwegie, City Clerk



PERIOD

11/08/2022 TO 11/15/2022

Payroll Direct Deposit Z46109 TO Z46146

General Checking 40468 TO 40479

APPROVAL DATE 11/22/2022

APPROVED _____

REPORT.: 11/08/22
 RUN....: 11/08/22 Time: 11:09
 Run By.: Katie Butler

CITY OF WILLOWS
 Check Register

PAGE: 001
 ID #: PRCR
 CTL.: WIL

Check Number	Date	Payroll Date	**Employee** Num	Name	Actual Period	Fiscal Period	Gross Amount	Tax Amount	Deduction Amount	Check Amount
40468	11/10/22	11/06/22	BEA00	BEATTY, RYAN	11-22	05-23	112.50			
40469	11/10/22	11/06/22	JIM00	JIMENEZ, ALEJANDRO	11-22	05-23	112.50			
40470	11/10/22	11/06/22	RUI01	RUIZ, DAFNEE	11-22	05-23	112.50			
Z46109	11/10/22	11/06/22	DOM00	DOMENIGHINI, LARRY A	11-22	05-23	250.00			
Z46110	11/10/22	11/06/22	GRI02	GRIFFITH, ROBERT	11-22	05-23	250.00			
Z46111	11/10/22	11/06/22	HAN02	HANSEN, GARY L	11-22	05-23	250.00			
Z46112	11/10/22	11/06/22	WIL02	WILLIAMS, JEFF	11-22	05-23	250.00			
Z46113	11/10/22	11/06/22	BRO01	Brown, Martha	11-22	05-23	5955.77			
Z46114	11/10/22	11/30/22	BUR00	Burt, Kellie D	11-22	05-23	50.00			
Z46115	11/10/22	11/06/22	BUT01	BUTLER, KATIE LEEANN	11-22	05-23	2114.00			
Z46116	11/10/22	11/06/22	FAH00	FAHEY, LORI	11-22	05-23	2708.49			
Z46117	11/10/22	11/06/22	OSE00	OSEMWEGIE, LOUIS	11-22	05-23	1350.00			
Z46118	11/10/22	11/30/22	PRI00	Pride, Lori A	11-22	05-23	50.00			
Z46119	11/10/22	11/30/22	THR02	THRALKILL, ROSE MARIE	11-22	05-23	50.00			
Z46120	11/10/22	11/30/22	WOO00	WOODS, CANDIS K	11-22	05-23	50.00			
Z46121	11/10/22	11/06/22	PIA00	PIATT, JAMES PATRICK	11-22	05-23	2403.85			
Z46122	11/10/22	11/06/22	RUS01	RUSTENHOVEN, TARA L	11-22	05-23	2501.98			
Z46123	11/10/22	11/06/22	ARE00	Arellanes, Ashley Marie	11-22	05-23	653.98			
Z46124	11/10/22	11/06/22	BRI00	BRIONES, BRENDA VALENZU	11-22	05-23	256.00			
Z46125	11/10/22	11/06/22	EHO02	EHORN, CAITLIN A	11-22	05-23	1372.92			
Z46126	11/10/22	11/06/22	SPE02	SPENCE, KYLIEGH C	11-22	05-23	544.00			
Z46127	11/10/22	11/06/22	VAR00	Vargas, Giovanni	11-22	05-23	592.00			
Z46128	11/10/22	11/06/22	BAR01	BARAJAS, JOSE	11-22	05-23	128.00			
Z46129	11/10/22	11/06/22	BOB00	BOBADILLA, PEDRO D	11-22	05-23	50.00			
Z46130	11/10/22	11/06/22	FLO00	Flowerdew, Nick	11-22	05-23	56.25			
Z46131	11/10/22	11/06/22	GAR03	GARCIA, DAVID	11-22	05-23	101.25			
Z46132	11/10/22	11/06/22	GUT00	GUTIERREZ, RICARDO	11-22	05-23	105.00			
Z46133	11/10/22	11/06/22	HER00	HERNANDEZ-SE, RICARDO	11-22	05-23	112.50			
Z46134	11/10/22	11/06/22	HUT04	HUTSON, KRISTINA RENEE	11-22	05-23	996.25			
Z46135	11/10/22	11/06/22	ABO00	ABOLD, STEVEN B	11-22	05-23	2093.18			
Z46136	11/10/22	11/06/22	CAZ01	Cazares, Benjamin L.	11-22	05-23	1967.45			
Z46137	11/10/22	11/06/22	SEN00	SENGMANY, SITXAY	11-22	05-23	640.00			
Z46138	11/10/22	11/06/22	VAS01	VASQUEZ, PEDRO CEASAR	11-22	05-23	2620.03			
Z46139	11/10/22	11/06/22	ENO00	ENOS, KYLE	11-22	05-23	2750.96			
Z46140	11/10/22	11/06/22	HUT01	Hutson, Evan C	11-22	05-23	854.88			
Z46141	11/10/22	11/06/22	LOM00	LOMBARD, TYLER JOSEPH	11-22	05-23	2582.09			
Z46142	11/10/22	11/06/22	LOP02	Lopez, Jose	11-22	05-23	1317.94			
Z46143	11/10/22	11/06/22	MON00	MONCK, NATHANIAL T	11-22	05-23	4434.00			
Z46144	11/10/22	11/06/22	RAK00	RAKESTRAW, SHANE	11-22	05-23	427.44			
Z46145	11/10/22	11/06/22	MIN00	MINGS, MICHAEL E	11-22	05-23	1807.69			
Z46146	11/10/22	11/06/22	PFY00	PFYL, NATISA N	11-22	05-23	3001.51			

48036.91

REPORT.: 11/08/22
 RUN ON.: 11/08/22 Time: 14:29
 RUN BY.: Katie Butler

CITY OF WILLOWS

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Vendor Check Register Print

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40471	11/08/22	AFL02 AFLAC WAGE WORKS	C21108	11/08/22	AFLAC DEPENT PRETAX	11-22	41.67	41.67
40472	11/08/22	EDD01 EMPLOYMENT DEVELOP.DEPT. S	C21108	11/08/22	STATE INCOME TAX	11-22	1211.02	1211.02
40473	11/08/22	EDD02 EMPLOYMENT DEVELOPMENT DEP	C21108	11/08/22	SDI	11-22	516.32	516.32
40474	11/08/22	ICM01 ICMA RETIREMENT TRUST 457	C21108	11/08/22	DEFERRED COMP - ICMA	11-22	200.00	200.00
40475	11/08/22	NAT00 NATIONWIDE RETIREMENT SOLU	C21108	11/08/22	USCM DEF. COMP. NAT	11-22	1605.00	
40475	11/08/22	NAT00 NATIONWIDE RETIREMENT SOLU	1C21108	11/08/22	USCM DEF. COMP. MTCH	11-22	278.85	1883.85
40476	11/08/22	PER01 P.E.R.S.	C21108	11/08/22	PERS PAYROLL REMITTANCE	11-22	6837.87	6837.87
40477	11/08/22	UMP00 UMPQUA BANK	C21108	11/08/22	DIRECT DEPOSIT	11-22	33575.30	33575.30
40478	11/08/22	UMP01 UMPQUA BANK - MYTAXPAYER	C21108	11/08/22	FEDERAL INCOME TAX	11-22	3124.56	
40478	11/08/22	UMP01 UMPQUA BANK - MYTAXPAYER	1C21108	11/08/22	FICA	11-22	5913.26	
40478	11/08/22	UMP01 UMPQUA BANK - MYTAXPAYER	2C21108	11/08/22	MEDICARE	11-22	1383.04	10420.86
TOTAL DISBURSED...							54686.89	54686.89

REPORT.: 11/21/22
RUN....: 11/21/22 Time: 14:26
Run By.: Katie Butler

CITY OF WILLOWS
Check Register

PAGE: 001
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Check Number	Date	Payroll Date	**Employee** Num	Name	Actual Period	Fiscal Period	Gross Amount	Tax Amount	Deduction Amount	Check Amount
40480	11/23/22	11/20/22	MAR00	MARTINEZ, JULIANA	11-22	05-23	264.00			
Z46147	11/23/22	11/20/22	BRO01	Brown, Martha	11-22	05-23	5955.77			
Z46148	11/23/22	11/20/22	BUT01	BUTLER, KATIE LEEANN	11-22	05-23	2074.00			
Z46149	11/23/22	11/20/22	FAH00	FAHEY, LORI	11-22	05-23	3080.75			
Z46150	11/23/22	11/20/22	OSE00	OSEMWEGIE, LOUIS	11-22	05-23	2700.00			
Z46151	11/23/22	11/20/22	PIA00	PIATT, JAMES PATRICK	11-22	05-23	4807.69			
Z46152	11/23/22	11/20/22	RUS01	RUSTENHOVEN, TARA L	11-22	05-23	2364.00			
Z46153	11/23/22	11/20/22	ARE00	Arellanes, Ashley Marie	11-22	05-23	653.98			
Z46154	11/23/22	11/20/22	BRI00	BRIONES, BRENDA VALENZU	11-22	05-23	224.00			
Z46155	11/23/22	11/20/22	EHO02	EHORN, CAITLIN A	11-22	05-23	1332.92			
Z46156	11/23/22	11/20/22	SPE02	SPENCE, KYLIEGH C	11-22	05-23	544.00			
Z46157	11/23/22	11/20/22	VAR00	Vargas, Giovanni	11-22	05-23	504.00			
Z46158	11/23/22	11/20/22	HUT04	HUTSON, KRISTINA RENEE	11-22	05-23	812.50			
Z46159	11/23/22	11/20/22	ABO00	ABOLD, STEVEN B	11-22	05-23	1893.18			
Z46160	11/23/22	11/20/22	CAZ01	Cazares, Benjamin L.	11-22	05-23	2024.90			
Z46161	11/23/22	11/20/22	VAS01	VASQUEZ, PEDRO CEASAR	11-22	05-23	2092.62			
Z46162	11/23/22	11/20/22	ENO00	ENOS, KYLE	11-22	05-23	3103.65			
Z46163	11/23/22	11/20/22	HUT01	Hutson, Evan C	11-22	05-23	427.44			
Z46164	11/23/22	11/20/22	LOM00	LOMBARD, TYLER JOSEPH	11-22	05-23	2288.10			
Z46165	11/23/22	11/20/22	LOP02	Lopez, Jose	11-22	05-23	1228.89			
Z46166	11/23/22	11/20/22	MON00	MONCK, NATHANIAL T	11-22	05-23	4434.00			
Z46167	11/23/22	11/20/22	MIN00	MINGS, MICHAEL E	11-22	05-23	2032.89			
Z46168	11/23/22	11/20/22	PFY00	PFYL, NATISA N	11-22	05-23	2961.51			

47804.79

REPORT.: 11/22/22
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 RUN BY.: Katie Butler

CITY OF WILLOWS
 Vendor Check Register Print

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Number	Date	Vendor/Organization	Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid
40481	11/22/22	AFL02 AFLAC WAGE WORKS	C21121	11/21/22	AFLAC DEPENT PRETAX	11-22	41.67	41.67
40482	11/22/22	EDD01 EMPLOYMENT DEVELOP.DEPT. S	C21115	11/15/22	STATE INCOME TAX	11-22	3.60	
40482	11/22/22	EDD01 EMPLOYMENT DEVELOP.DEPT. S	C21121	11/21/22	STATE INCOME TAX	11-22	1414.65	1418.25
40483	11/22/22	EDD02 EMPLOYMENT DEVELOPMENT DEP	C21115	11/15/22	SDI	11-22	8.53	
40483	11/22/22	EDD02 EMPLOYMENT DEVELOPMENT DEP	C21121	11/21/22	SDI	11-22	516.85	525.38
40484	11/22/22	ICM01 ICMA RETIREMENT TRUST 457	C21121	11/21/22	DEFERRED COMP - ICMA	11-22	200.00	200.00
40485	11/22/22	NAT00 NATIONWIDE RETIREMENT SOLU	C21121	11/21/22	USCM DEF. COMP. NAT	11-22	1605.00	
40485	11/22/22	NAT00 NATIONWIDE RETIREMENT SOLU	1C21121	11/21/22	USCM DEF. COMP. MTCH	11-22	278.85	1883.85
40486	11/22/22	PER01 P.E.R.S.	C21121	11/21/22	PERS PAYROLL REMITTANCE	11-22	7628.64	7628.64
40487	11/22/22	UMP00 UMPQUA BANK	C21121	11/21/22	DIRECT DEPOSIT	11-22	31948.67	31948.67
40488	11/22/22	UMP01 UMPQUA BANK - MYTAXPAYER	C21115	11/15/22	FEDERAL INCOME TAX	11-22	27.76	
40488	11/22/22	UMP01 UMPQUA BANK - MYTAXPAYER	C21121	11/21/22	FEDERAL INCOME TAX	11-22	3653.80	
40488	11/22/22	UMP01 UMPQUA BANK - MYTAXPAYER	1C21115	11/15/22	FICA	11-22	96.18	
40488	11/22/22	UMP01 UMPQUA BANK - MYTAXPAYER	1C21121	11/21/22	FICA	11-22	5826.66	
40488	11/22/22	UMP01 UMPQUA BANK - MYTAXPAYER	2C21115	11/15/22	MEDICARE	11-22	22.50	
40488	11/22/22	UMP01 UMPQUA BANK - MYTAXPAYER	2C21121	11/21/22	MEDICARE	11-22	1362.66	10989.56
TOTAL DISBURSED...							54636.02	54636.02

REPORT.: 11/28/22
 RUN ON.: 11/28/22 Time: 10:41
 RUN BY.: Katie Butler

CITY OF WILLOWS

Vendor Check Register Print

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Number	Date	Vendor/Organization	Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid
40489	11/28/22	AFL01 AFLAC- FLEX ONE	C21130	11/30/22	AFLAC DENTAL PRETAX	11-22	148.85	
40489	11/28/22	AFL01 AFLAC- FLEX ONE	1C21130	11/30/22	AFLAC CANCER PRETAX	11-22	105.70	
40489	11/28/22	AFL01 AFLAC- FLEX ONE	2C21130	11/30/22	AFLAC ACC PRETAX	11-22	162.12	
40489	11/28/22	AFL01 AFLAC- FLEX ONE	3C21130	11/30/22	AFLAC SUPPLMNTL LIFE	11-22	71.50	
40489	11/28/22	AFL01 AFLAC- FLEX ONE	4C21130	11/30/22	AFLAC STD INS	11-22	156.38	644.55
40490	11/28/22	HUM01 HUMANA DENTAL/VISION	C21130	11/30/22	DENTAL\VISION	11-22	2246.46	2246.46
40491	11/28/22	KEE01 KEENAN & ASSOCIATES	C21128	11/28/22	MEDCIAL NOV AND DEC	11-22	34122.08	34122.08
40492	11/28/22	UNI17 UNITED PUBLIC EMPLOYEES AS	C21130	11/30/22	PUBLIC SAFETY DUES	11-22	89.56	89.56
40493	11/28/22	WIL01 WILLOWS EMPLOYEES ASSOC.	C21130	11/30/22	EMPLOYEES ASSOC.DUES	11-22	12.00	12.00
TOTAL DISBURSED...							37114.65	37114.65
							=====	=====

REPORT.: 11/15/22
RUN...: 11/15/22 Time: 10:17
Run By.: Katie Butler

CITY OF WILLOWS
Check Register

PAGE: 001
ID #: PRCR
CTL.: WIL

Check Number	Date	Payroll Date	**Employee** Num	Name	Actual Fiscal Period Period	Gross Amount	Tax Amount	Deduction Amount	Check Amount
40479	11/15/22	11/15/22	SEN00	SENGMANY, SITXAY	11-22 05-23	775.68			
						775.68			



Willows City Council Draft Action Meeting Minutes November 8, 2022

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

City Council
Larry Domenighini, Mayor
Gary Hansen, Vice Mayor
Jeff Williams, Council Member
Robert Griffith, Council Member
Vacant, Council Member

City Manager
Marti Brown

City Clerk
Louis Ósémwegie

1. CALL TO ORDER – 6:00 PM

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Councilmembers Present: Mayor Domenighini, Vice-Mayor Hansen, and Council Members Williams and Griffith

4. CHANGES TO THE AGENDA

No changes.

City Manager Brown introduced new management team.

5. PROCLAMATION

- Recognition of Veterans Day, November 11, 2022
- Recognition of Pearl Harbor Day, December 7, 2022

6. PUBLIC COMMENT & CONSENT CALENDAR FORUM

Public Comment:

Roberta Asbury – commented on Closed Session Council Meeting Minutes.

Consent Calendar Comment:

Rick Thomas –commented on the Wildan Contract.

Munish Sharman – commented on his experience as property developer in Willows and positive interaction with the Community and Development Services Department.

Council Member Williams’ motion to pull Items 6a and 6d from the Consent Calendar to be tabled at the November 22, 2022. Motion was unsuccessful; there was no second.

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

Moved/Seconded: Councilmembers Griffith and Vice Mayor Hansen

Yes: Mayor Domenighini, Vice-Mayor Hansen, and Councilmembers Griffith and Williams

a. **Register Approval**

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

b. **Minutes Approval**

Action: Approved City Council minutes of the October 10, 11, 21 and 25, 2022, City Council meetings.

c. **State Revolving Loan (SRL) Fund Grant – CCTV Inspection of Sewage Collection System**

Action: Approved the State Revolving Loan (SRL) Fund Grant – CCTV Inspection of Sewage Collection System.

d. **Willdan Contract Amendment and One-Year Extension (Planning Services)**

Action: Approved the Willdan Contract Amendment and One-Year Extension.

7. DISCUSSION & ACTION CALENDAR

a. **Second Reading by Title Only of an Ordinance Amending Chapter 15 of the Willows Municipal Code (2022 Building Codes)**

Action: 1.): Introduced Second Reading by Title Only, an Ordinance Amending Chapter 15 of the Willows Municipal Code.

Moved/Seconded: Vice-Mayor Hansen, Councilmember Griffith

Yes: Mayor Domenighini, Vice-Mayor Hansen, and Councilmembers Griffith and Williams

Action 2.): Adopted by title only and waived reading of the text, an Ordinance repealing and adopting portions of Municipal Code Chapter 15 (Buildings and Construction) affecting sub sections; 15.10, 15.11, 15.20, 15.30, 15.35, 15.50, 15.55, 15.60, 15.70, 15.75, 15.80, 15.85, 15.90, 15.91 and 15.95.

Moved/Seconded: Vice-Mayor Hansen, Councilmember Jeff Williams

Yes: Mayor Domenighini, Vice-Mayor Hansen, and Councilmembers Griffith and Williams

b. **Second Reading by Title Only and Adoption of an Ordinance Updating the Willows Municipal Code.**

Action: 1.) Introduced Second Reading by Title Only and Adopted an Ordinance Updating the Willows Municipal Code.

Moved/Seconded: Council Member Jeff Williams, Councilmember Griffith

Yes: Mayor Domenighini, Vice-Mayor Hansen, and Councilmembers Griffith and Williams

Action 2.): By motion, introduced second reading by title only and adopted an ordinance to update the Willows Municipal Code.

Moved/Seconded: Councilmembers Williams and Griffith

Yes: Mayor Domenighini, Vice-Mayor Hansen, and Councilmembers Griffith and Williams

c. **United States Department of Agriculture (USDA) Grant Authorization**

Action: Authorized the City Manager, or her designee, to submit a USDA grant application to replace the existing front line 1996 Type 1 Fire Engine and, if awarded, execute all required documents in order to receive the grant.

Moved/Seconded (by Reference): Vice-Mayor Hansen, Councilmember Griffith

Yes: Mayor Domenighini, Vice-Mayor Hansen, and Councilmembers Griffith and Williams

8. **COMMENTS & REPORTS**

- a. City Council Comments & Reports
- b. City Manager's Report

9. **ADJOURNMENT – 7:09 PM**

Dated: November 9, 2022

Louis Ósémwegie, City Clerk



Date: December 13, 2022
To: Honorable Mayor and Council Members
From: Nathan Monck, Fire Chief
Marti Brown, City Manager
Subject: CAL FIRE Dispatch Contract Extension

Recommendation:

Adopt the attached resolution 2022-XX, authorizing the City Manager or her designee, to enter and execute a contract amendment and extension with CAL FIRE for the 2022-2023 fiscal year for fire dispatch services.

Rationale for Recommendation:

CAL FIRE has been the emergency dispatch center for Willows Fire Department since 2020. This contract continues the same level of service already received from CAL FIRE. This contract ensures fire dispatching services remain intact until Willows Fire transitions to Glenn County Sherriff's Office for Dispatching services.

Background:

In April of 2022, The City Council of the City of Willows approved a 6-month contract with CAL FIRE for dispatching services, with the understanding that dispatch services would transition to centralized dispatch for all Glenn County fire departments January 1, 2023. This anticipated start date has been delayed for several reasons including hiring and training of new dispatchers and set up of radio infrastructure. The new anticipated start date for centralized dispatch has been moved to July 1, 2023.

Discussion & Analysis:

CAL FIRE is the only feasible dispatching option for Willows Fire Department until centralized dispatch with Glenn County Sherriff's Office is operational. Willows Fire Department radios are already programmed and work sufficiently with the CAL FIRE dispatching center. There are no other dispatching options available to Willows Fire and Rural Departments.

Fiscal Impact:

This contract amends the maximum dispatch costs from \$28,227 for 6 months of service to \$56,554 for 12 months of service. The cost is consistent with prior year's costs for dispatching services and there is

no significant change from the prior contract. The cost will be split on a pro-rated basis between the Willows Rural Fire Protection District and the Willows Fire Department based on the percentage of calls that are dispatched to each. Approximately 25% of all calls that the Willows Fire Department responds to are in the Willows Rural Fire Protection District.

Attachments:

- Attachment 1: Resolution xx-2022
 - Exhibit A: Prior Service Contract
 - Exhibit B: Updated Contract Amendment



**City of Willows
Resolution xx-2022**

**APPROVE A CONTRACT EXTENSION BETWEEN THE CITY OF WILLOWS AND THE CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE (CAL FIRE)
FOR FIRE DEPARTMENT DISPATCH SERVICES FROM JANUARY 1, 2023, to JUNE 30, 2023**

WHEREAS, the California Department of Forestry and Fire (CAL FIRE) has provided dispatching services to the City of Willows Fire Department and the Willows Rural Fire District since January of 2020; and

WHEREAS, the anticipated transition to centralized dispatch at the Glenn County Sheriff Office has been delayed until the third quarter of the 2023 calendar year; and

NOW THERE BE IT RESOLVED by the City Council of the CITY OF WILLOWS, that said Council does hereby approve the amendment to the agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated January 1, 2023. This contract amendment will provide dispatch services from January 1, 2023 to June 30, 2023.

BE IT FURTHER RESOLVED that the City Manager, or her designee, is hereby authorized to sign and execute said agreement on behalf of the CITY OF WILLOWS.

PASSED AND ADOPTED by the City Council of the City of Willows this 13th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Larry Domenighini, Mayor

Louis Osemweigie, City Clerk

Exhibit A: Prior Dispatch Service Contract

Exhibit B: Dispatch Contract Amendment

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
 LG-1 REV. 11/2020

AGREEMENT NUMBER **2CA05736**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

CITY OF WILLOWS

2. The term of this Agreement is: July 1, 2022 through December 31, 2022

3. The maximum amount of this Agreement is: \$ 28,277.00
 Twenty-eight thousand two hundred seventy-seven dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

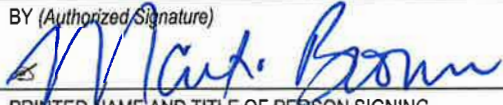
Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	6	pages
Exhibit E – Description of Other Services	1	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
 CITY OF WILLOWS

BY (Authorized Signature)



DATE SIGNED (Do not type)

5/22/22

PRINTED NAME AND TITLE OF PERSON SIGNING
 Marti Brown, City Manager

ADDRESS
 201 N Lassen, Willows, CA 95988

STATE OF CALIFORNIA

AGENCY NAME
 California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
 Chris Anthony, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

**California Department of General
 Services Use Only**

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:		Local Agency:	
Name:	Bob Farias	Name:	City of Willows
Phone:	(530) 528-5199	Phone:	(530) 934-7041
Fax:	(530) 529-8538	Fax:	(530) 934-7042

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Bob Farias	Local Agency:	City of Willows
Section/Unit:	Tehama-Glenn	Section/Unit:	
Attention:	Laurianne Griffin	Attention:	Larry Domenighini
Address:	604 Antelope Blvd.	Address:	201 N Lassen, Willows, CA 95988
Phone:	(530) 528-5118	Phone:	(530) 934-7041
Fax:	(530) 529-8538	Fax:	(530) 934-7042

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A

SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☐ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☐ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS:** Time is of the essence in the performance of this agreement.
12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
 - B. Dispatch services - Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
 - C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
 - D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.
18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).
- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST:** LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION:** LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT:** LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- ☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- ☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- ☐ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- ☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.

EXHIBIT D, SCHEDULE A
STATE FUNDED RESOURCES
FISCAL DISPLAY
PRC 4142

NAME OF AGENCY: City of Willows

Contract number: 2CA05736

INDEX: 2500

PCA: 27640

Fiscal Year: 2022/2023

This is Schedule A of Cooperative Agreement originally dated July 1, 2022, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Fiscal Year: 2022
Index: 2500
PCA: 27640
PRC: 4142

Unit: Tehama-Glenn

PS Sub Total	\$0
OE Sub Total	\$25,245
Admin	\$3,032
Total	\$28,277

Contract Name: CITY OF WILLOWS

Contract No.: 2CA05736

Page No.: 18

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2022 between CITY OF WILLOWS and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	DAVE RUSSELL
CAL FIRE Region Chief	George Morris III

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	

Operating Expense

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45% Uniform Benefits	Total
GENERAL EXPENSE	Miscellaneous (Yearly total calls 1122)	561	1	\$45	\$ 25,245		\$ 25,245
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -

Total OE \$ 25,245

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: City of Willows

This is Schedule B of Cooperative Agreement originally dated July 1, 2022, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2022/2023

Unit Administration

- 1 – Battalion Chief
- 5 – Fire Captains: ECC
- .5 – Communication Operators

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2022, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY: City of Willows

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2022/2023

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR
TORT LIABILITY**

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By:

Mark Boom
Signature
City Manager
Title

Marti Brown
Printed Name

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR**

WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By:

Signature

Printed Name

Title

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR**

LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By:

Signature

Printed Name

Title

Exhibit E
DESCRIPTION OF OTHER SERVICES

The Red Bluff Emergency Command Center will provide the following services:

Serve as the secondary public safety answering point for emergency service requests within the following jurisdictions: City of Willows. Emergency callers will be transferred to and interrogated by the Red Bluff Emergency Command Center.

Provide dispatching services for City of Willows.

Perform call taking and dispatching services utilizing existing CAL FIRE computer aided dispatch system (CAD), radio, internet, and telephone infrastructure within the Red Bluff Emergency Command Center.

CAL FIRE will be responsible for maintaining the existing CAL FIRE VHF Radio between the Red Bluff Emergency Command Center and Red Mountain Vault.

Provide City of Willows, access to dispatch report records via the CAL FIRE reporting program.

Provide City of Willows a district wide repeated radio frequency as a command frequency for dispatching calls.

City of Willows will be responsible for the following:

Labor and costs associated with the purchasing, upgrading, and maintaining all fixed radio infrastructure (radios, antennas, base station radios, etc.) required for the communication between City of Willows and the Red Bluff Emergency Command Center.

Labor and costs associated with the purchasing, upgrading, maintaining, and programming of all mobile radio infrastructure (mobile radios, handie talkies, pagers, etc.).

Providing the Red Bluff Emergency Command Center dispatch response plans, including copies of all auto and mutual aid agreements.

Ensuring all field user radio communications and interactions with the Red Bluff Emergency Command Center are in accordance with the TGU Radio Communications Guide and FCC requirements.

Providing Red Bluff Emergency Command Center with timely map data updates.

All costs associated with the programming, updating, or changing of Red Bluff Emergency Command Center radios (alert tone changes, frequency changes, repeater changes, etc.) at request of or to meet the needs of the City of Willows.

All services beyond those listed may require contract review which may lead to additional costs.

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT AMENDMENT

LG-1A REV. 3/2022

AGREEMENT
NUMBER

AMENDMENT
NUMBER

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

2CA05736

1

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Willows

2. The term of this Agreement is: July 1, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: \$ 56,554.00
 Fifty six thousand, five hundred fifty four dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

This amendment changes the original term of the agreement, July 1, 2022 to December 31, 2022, with an additional six months through June 30, 2023. The agreement amount is increased by \$28,277.00 (see attached) as a result of this change. The new agreement total will not exceed \$56,554.00 total and the new term of the agreement is July 1, 2022 through June 30, 2023.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
 City of Willows

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING
 Marti Brown, City Manager

ADDRESS
 201 N Lassen, Willows, CA 95988

STATE OF CALIFORNIA

AGENCY NAME
 California Department of Forestry and Fire Protection

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING
 Bret Gouvea, Assistant Deputy Director, Cooperative Fire Protection, Safety, Training, and EMS

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

**California Department of General
 Services Use Only**

Fiscal Year:	2022	Unit: TGU	PS Sub Total	\$0	Contract Name:	City of Willows
Index:	2500		OE Sub Total	\$25,245		
PCA	27540		Admin	\$3,032	Contract No.:	2CA05736-A1
PRC:	4142		Total	\$28,277	Page No.:	1
Comments			Overtime Total:	\$0		

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2022 between City of Willows, and The California Department of Forestry and Fire Protection (CAL FIRE)	CAL FIRE Unit Chief	Bob Farias
	CAL FIRE Region Chief	George Morris III

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
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					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
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					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	

Operating Expense

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45%	
						Uniform Benefits	Total
GENERAL EXPENSE	Miscellaneous (Yearly total calls 1122)	561	1	\$45	\$ 25,245		\$ 25,245
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -

Total OE\$ 25,245



Date: December 13, 2022
To: Honorable Mayor and Councilmembers
From: Nate Monck, Fire Chief
Marti Brown, City Manager
Subject: Bid Award for New Mobile and Portable Radios (Fire)

Recommendation:

Award the bid to the lowest responsible bidder and authorize the Fire Chief to purchase the equipment listed in quote #1943088 and #1960205 from Sutter Butte Communications in the amount of \$123,983.33.

Rationale for Recommendation:

In accordance with the City of Willows Municipal Code, a Request for Proposals (RFP) was advertised and circulated as described in WMC 3.05.090. After consideration and review of the only bid received, Sutter Butte Communications was determined to be the lowest responsible bidder.

Background:

As part of the FY 2022-23 budget process the Willows City Council committed \$90,000 of funds to replace unsafe and outdated fire equipment including purchasing new firefighting personal protective equipment (PPE). Fire Department staff was able to secure a USDA Grant leveraging those funds to a total of \$181,820. Staff was also directed to continue to aggressively seek grant monies for needed fire department infrastructure improvements. As a result, staff successfully applied for a rural fire capacity grant and was awarded \$20,000 in match funds for portable radios. Staff also successfully applied for and received \$15,000 worth of mobile radios through the California Fire Foundation.

Discussion & Analysis:

Two sealed bids were received by the RFP deadline; however, only one from Sutter Buttes Communications was determined to be complete and satisfy the bid specifications outlined in the RFP. The proposed purchases from them includes:

- Portable Radios & Accessories: \$108,640.23
- Mobile Radios & Accessories: \$15,343.10

This purchase will complete the overwhelming majority of radio infrastructure improvements that are needed. Other partners who have purchased equipment from Sutter Butte Communications in the past have reported positive feedback and references.

The total cost for the radios is \$123,983.33. Once these funds are expended, there will be \$27,344.04 remaining from these grant and General Fund monies that will be allocated to the Fire Department's Station Alerting System.

Fiscal Impact:

All expenditures and impacts to the budget have already been approved by the Willows City Council as part of the FY 2022-23 budget process. This equipment is listed as approved expenditures in the USDA, RFC and CFF Grant for Firefighting Equipment and Radios previously listed in the background section of this staff report.

Attachment:

- Attachment 1: Resolution XX-2022



**City of Willows
Resolution xx-2022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS AUTHORIZING THE CITY MANAGER, OR HER
DESIGNEE, TO PURCHASE GRANT FUNDED RADIO EQUIPMENT FROM SUTTER BUTTE COMMUNICATIONS
PROCURED THROUGH A COMPETITIVE REQUEST FOR PROPOSAL PROCESS**

WHEREAS, the City has applied for and obtained USDA, Rural Fire Capacity and California Fire Foundation grant funds for this project; and

WHEREAS, a competitive sealed bidding process was performed in accordance to City of Willows Municipal code; and

WHEREAS, two sealed bids were returned; and

WHEREAS, Sutter Buttes Communications was deemed the lowest responsible bidder

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Willows does hereby authorize the City Manager, or her designee, to enter and execute all agreements between the City and Sutter Butte Communications for the purpose of purchasing mobile and portable radios and necessary accessories, and to expend all grant funds for their specified purpose.

PASSED AND ADOPTED by the City Council of the City of Willows this 13th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Larry Domenighini, Mayor

ATTEST: _____
Louis Ósémwegie, City Clerk



Date: December 13, 2022
To: Honorable Mayor and Councilmembers
From: Jody Meza, Library Director
Marti Brown, City Manager
Subject: Building Forward: Library Infrastructure Grant Resolution

Recommendation:

Adopt the Building Forward: Library Infrastructure Grant Resolution to accept the State's \$49,200 awarded grant for infrastructure improvements.

Rationale for Recommendation:

The City of Willows was awarded a \$49,200 grant from the California State Library to fund replacement of entrance doors and the HVAC system at the City of Willows Library. The attached resolution is required to move forward with acceptance of the grant.

Background:

With City Council approval, the Library Director applied in March 2022 for the Building Forward grant to seek funds to replace the existing heating and air conditioning units and non-ADA compliant entrance doors that also regularly malfunction.

Discussion & Analysis:

Approval of the Resolution for the Building Forward grant will allow the California State Library to award the grant, which will enable the city to replace the failing building equipment.

Fiscal Impact:

The Council approved the required matching grant funds of \$24,600 in March 2022 to support this project.

Attachment:

- Attachment 1: Resolution XX-2022



**City of Willows
Resolution xx-2022**

**AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF THE
GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129)**

WHEREAS, the Legislature and Governor of the State of California have advanced funds per the regulations of the Grant Funds from the State of California Budget Act of 2021, (SB 129); and

WHEREAS, the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California State Library require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Applicant/Grantee, if selected, will enter into an agreement with the State of California to carry out the project

WHEREAS, the City of Willows proposes to implement Building Forward Grant Project; and

WHEREAS, the City of Willows has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of Willows intends to apply for grant funding from the California State Library for the Building Forward Grant Project.

NOW, THEREFORE, BE IT RESOLVED that the City of Willows, with acknowledgement of the Willows Public Library, does hereby attest, as follows:

1. That pursuant and subject to all of the terms and provisions of the California Budget Act of 2021, the City of Willows City Manager, or her designee is hereby authorized and directed to prepare and file an application for funding with the California State Library and take such other actions necessary or appropriate to obtain grant funding.
2. The City of Willows City Manager, or her designee is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto.

3. The City of Willows City Manager, or her designee is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.
4. Certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained; and,

PASSED AND ADOPTED by the City Council of the City of Willows this 13th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Larry Domenighini, Mayor

Louis Osemwegie, City Clerk



**PRESENTATION &
COMMENDATIONS TO
& OUTGOING REMARKS
BY MAYOR &
COUNCILMEMBERS**

Certificate of Appreciation

in recognition-of

Larry Domenighini

for his service and dedication as Council Member for the City of Willows from November 2018 to November 2022. The City Council of the City of Willows unites in extending to Larry Domenighini, its recognition and commendation, both individually and collectively, for all that he has accomplished during his one term as a member of the Willows City Council to benefit the City of Willows.

We have all been well-served by this uniquely endowed individual, and we thank him for his invaluable and professional representation.

His dedicated and selfless community service is greatly appreciated.

Gary Hansen, Council Member

Jeff Williams, Council Member



Certificate of Appreciation

in recognition-of

Robert Griffith

for his service and dedication as Council Member for the City of Willows from October 2021 to November 2022. The City Council of the City of Willows unites in extending to Robert Griffith, its recognition and commendation, both individually and collectively, for all that he has accomplished during his one term as a member of the Willows City Council to benefit the City of Willows.

We have all been well-served by this uniquely endowed individual, and we thank him for his invaluable and professional representation.

His dedicated and selfless community service is greatly appreciated.

Gary Hansen, Council Member

Jeff Williams, Council Member





DISCUSSION & ACTION CALENDAR



Date: December 13, 2022

To: Honorable Mayor and Councilmembers

From: Marti Brown, City Manager

Subject: WM Franchise Agreement – Annual Consumer Price Index Rate Increase

Recommendation:

Staff seeks Council direction regarding WM’s annual franchise agreement Consumer Price Index (CPI) collection services rate increase. Under the terms of the agreement, the CPI cap cannot exceed 5% per year; however, WM is requesting a 6.96% CPI increase due to the rising cost of service delivery. The following options are available for consideration and action by the Council:

1. Approve the request and increase the collection rates by 6.96% per the CPI/Urban Customers-Western States.
2. Per the terms of the Master Franchise Agreement, increase the collection service rate to 5% or a different percentage rate.
3. Direct staff to negotiate other terms that may support a different payment method and additional services that may offset the increase in cost.

Rationale for Recommendation:

The City’s agreement with WM authorizes an annual CPI increase of up to 5%; however, due to overall cost increases in collection service delivery over the past year, WM is requesting a 6.96% CPI increase.

Background:

Effective December 1, 2020, and continuing through December 31, 2030, the City of Willows has contracted with U.S.A. Waste of California (D.B.A. Waste Management, Inc.; now known as “WM”) for the collection of solid waste within the City of Willows. This collection service is undertaken pursuant to a franchise agreement between the City of Willows and U.S.A. Waste of California, part of a master agreement including the County of Glenn and the City of Orland.

Pursuant to the agreement, the collection rates are subject to annual rate adjustments, increases or decreases, calculated pursuant to the most recent Consumer Price Index/Urban Customers-Western States (CPI), diesel fuel and tipping fee rates.

According to the Master Franchise Agreement (Attachment 8B of the Agreement):

The service fee may be adjusted (e.g., increase, decrease) effective each January 1. Submission of any request to increase or decrease the service rate must be submitted to the County/City by November 1. The total CPI adjustment for a particular agreement, whether upward or downward, may not exceed 5% in any one calendar year (January 1 – December 31). The service rate may only be increased if Franchisee is not in default of this agreement. Approval of the proposed adjustment shall not be unreasonably withheld by the County/City.

Discussion & Analysis:

Due to increases in the cost-of-service delivery, including fuel, WM has requested that the City Council authorize a Consumer Price Index (CPI) increase of 6.96% to collection services. The attached letter from WM further explains the need and rationale for exceeding the Franchise Agreement cap of 5% (Attachment 1).

The current Franchise Agreement has a 5% CPI cap on these services. As Attachment 2 illustrates, a 5% cap will result in the following sample garbage collection service rate increases:

- Senior 35 Gallon Cart – From \$15.49 to \$16.26
- 35 Gallon Cart – From \$20.90 to \$21.94
- 64 Gallon Cart – From \$22.60 to \$23.73

In contrast, the proposed 6.96% rate increase to services would result in the following changes:

- Senior 35 Gallon Cart – From \$15.49 to \$16.57
- 35 Gallon Cart – From \$20.90 to \$22.35
- 64 Gallon Cart – From \$22.60 to \$24.17

In summary, staff seeks Council direction to increase the collection service rate by the requested 6.96%, increase the service rate by 5% (or a different percentage rate) or negotiate other payment terms and services for the increased rate structure.

Fiscal Impact:

There is no fiscal impact.

Attachment:

- Attachment 1: WM Service Letter
- Attachment 2: 5% Franchise Agreement Rate Increase
- Attachment 3: 6.96% Franchise Agreement Rate Increase



Corning Disposal
Waste Management
3281 Hwy 99 W
Corning, CA 96021

November 1, 2022

Ms. Marti Brown
City Manager
City of Willows
201 N Lassen St.
Willows, CA 95988

Dear Ms. Brown:

Attached is our rate review in accordance with Attachment 8B – Service Fee Adjustments in the Master Franchise Agreement and Attachment 8B Service Fee Adjustments of our Collection Franchise Agreement with the City of Willows. These sections address rate increases or decreases based on the Consumer Price Index, service fee, fuel and transfer station service fee.

The CPI rate increase of 6.96% has been calculated using the most recent Consumer Price Index/Urban Customers - Western States, (1982-1989=100). The calculation does exceed the 5% cap by 1.96%. Per the Master Agreement,

“Determination of Service Fee Adjustment. The intent of a service fee adjustment is to compensate Franchisee to the extent events beyond Franchisee's reasonable control increase its costs or reduce revenue.”

WM would like to request approval for the 6.96% increase. I have attached the calculation of the new rates and the support information in two separate documents. One document will have a calculation of the 5% adjustment and the second document will have the calculation for the 6.96% adjustment. If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Diana Ramirez'.

Diana Ramirez
Public Sector Manager



COLLECTION SERVICES PROPOSAL
City of Willows
Effective - 1/1/2023
Service Charge Fee Schedule

Rate Adjustment
5.00%

RESIDENTIAL	Current Monthly Rate	Rate Adjustment	New Rate Effective - 1/1/2023
Cart Services (MSW & Recycle)			
Senior 35 Gallon Cart (65 and older)	\$15.49	\$0.77	\$16.26
35 Gallon Cart	\$20.90	\$1.04	\$21.94
64 Gallon Cart	\$22.60	\$1.13	\$23.73
96 Gallon Cart	\$32.27	\$1.61	\$33.88
96 Gallon Yard Waste - 1st Cart	\$5.83	\$0.29	\$6.12
Ancillary Services			
Additional recycling cart after 1st cart	\$8.67	\$0.43	\$9.10
Additional yard waste cart after 1st cart	\$8.67	\$0.43	\$9.10
Cancellation of yard waste services within the first 6 months of set up	\$28.87	\$1.44	\$30.31
Side Yard Assisted Service - medically justified	No Charge	N/A	No Charge
Side Yard Assisted Service - NOT medically justified	\$12.20	\$0.61	\$12.81
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	3.00%	N/A	3.00%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Replacement Cart-if due to customer negligence	Market Rate	N/A	Market Rate
Extra Pick up - 35 Gallon	\$7.39	\$0.37	\$7.76
Extra Pick up - 64 Gallon	\$8.00	\$0.40	\$8.40
Extra Pick up - 96 Gallon	\$11.21	\$0.56	\$11.77
Extra Pick up - 35, 64, 96 Gallon on non-route day	\$15.50	\$0.77	\$16.27
Contamination in Residential Containers * (per cart/per service)	\$16.38	\$0.82	\$17.20
Overage charge (cart too full for lid to close) *	\$16.38	\$0.82	\$17.20
Bad Pay/Reactivation Fees (no delivery)	\$36.95	\$1.85	\$38.80
Bad Pay/Reactivation Fees (with delivery)	\$51.96	\$2.60	\$54.56

* Contamination/Overage charged after 1st warning

COMMERCIAL	Current Monthly Rate	Rate Adjustment	New Rate Effective - 1/1/2023
MSW Bin Services			
1 Yard MSW - 1xWeek	\$116.21	\$5.81	\$122.02
1 Yard MSW - 2xWeek	\$219.77	\$10.99	\$230.76
1 Yard MSW - 3xWeek	\$322.64	\$16.13	\$338.77
1 Yard MSW - 4xWeek	\$425.97	\$21.30	\$447.27
1 Yard MSW - 5xWeek	\$529.23	\$26.46	\$555.69
1.5 Yard MSW - 1xWeek	\$127.84	\$6.39	\$134.23
1.5 Yard MSW - 2xWeek	\$241.75	\$12.09	\$253.84
1.5 Yard MSW - 3xWeek	\$354.90	\$17.74	\$372.64
1.5 Yard MSW - 4xWeek	\$468.57	\$23.43	\$492.00
1.5 Yard MSW - 5xWeek	\$582.15	\$29.11	\$611.26
2 Yard MSW - 1xWeek	\$136.73	\$6.84	\$143.57
2 Yard MSW - 2xWeek	\$258.55	\$12.93	\$271.48
2 Yard MSW - 3xWeek	\$379.57	\$18.98	\$398.55
2 Yard MSW - 4xWeek	\$501.14	\$25.06	\$526.20
2 Yard MSW - 5xWeek	\$622.62	\$31.13	\$653.75
3 Yard MSW - 1xWeek	\$219.77	\$10.99	\$230.76
3 Yard MSW - 2xWeek	\$349.57	\$17.48	\$367.05
3 Yard MSW - 3xWeek	\$523.94	\$26.20	\$550.14
3 Yard MSW - 4xWeek	\$620.52	\$31.03	\$651.55
3 Yard MSW - 5xWeek	\$775.67	\$38.78	\$814.45
4 Yard MSW - 1xWeek	\$258.55	\$12.93	\$271.48
4 Yard MSW - 2xWeek	\$411.26	\$20.56	\$431.82
4 Yard MSW - 3xWeek	\$616.40	\$30.82	\$647.22
4 Yard MSW - 4xWeek	\$730.02	\$36.50	\$766.52
4 Yard MSW - 5xWeek	\$912.57	\$45.63	\$958.20
6 Yard MSW - 1xWeek	\$341.35	\$17.07	\$358.42
6 Yard MSW - 2xWeek	\$551.98	\$27.60	\$579.58
6 Yard MSW - 3xWeek	\$766.99	\$38.35	\$805.34
6 Yard MSW - 4xWeek	\$989.41	\$49.47	\$1,038.88
6 Yard MSW - 5xWeek	\$1,236.80	\$61.84	\$1,298.64

Recycling Bin Services			
1 Yard RECYCLE - 1xWeek	\$58.11	\$2.90	\$61.01
1 Yard RECYCLE - 2xWeek	\$109.89	\$5.49	\$115.38
1 Yard RECYCLE - 3xWeek	\$161.32	\$8.07	\$169.39
1 Yard RECYCLE - 4xWeek	\$212.98	\$10.65	\$223.63
1 Yard RECYCLE - 5xWeek	\$264.62	\$13.23	\$277.85
1.5 Yard RECYCLE - 1xWeek	\$63.92	\$3.20	\$67.12
1.5 Yard RECYCLE - 2xWeek	\$120.87	\$6.04	\$126.91
1.5 Yard RECYCLE - 3xWeek	\$177.45	\$8.87	\$186.32
1.5 Yard RECYCLE - 4xWeek	\$234.28	\$11.71	\$245.99
1.5 Yard RECYCLE - 5xWeek	\$291.08	\$14.55	\$305.63
2 Yard RECYCLE - 1xWeek	\$68.37	\$3.42	\$71.79
2 Yard RECYCLE - 2xWeek	\$129.27	\$6.46	\$135.73
2 Yard RECYCLE - 3xWeek	\$189.80	\$9.49	\$199.29
2 Yard RECYCLE - 4xWeek	\$250.58	\$12.53	\$263.11
2 Yard RECYCLE - 5xWeek	\$311.32	\$15.57	\$326.89
3 Yard RECYCLE - 1xWeek	\$109.89	\$5.49	\$115.38
3 Yard RECYCLE - 2xWeek	\$174.78	\$8.74	\$183.52
3 Yard RECYCLE - 3xWeek	\$261.97	\$13.10	\$275.07
3 Yard RECYCLE - 4xWeek	\$310.26	\$15.51	\$325.77
3 Yard RECYCLE - 5xWeek	\$387.85	\$19.39	\$407.24
4 Yard RECYCLE - 1xWeek	\$129.27	\$6.46	\$135.73
4 Yard RECYCLE - 2xWeek	\$205.64	\$10.28	\$215.92
4 Yard RECYCLE - 3xWeek	\$308.20	\$15.41	\$323.61
4 Yard RECYCLE - 4xWeek	\$365.01	\$18.25	\$383.26
4 Yard RECYCLE - 5xWeek	\$456.28	\$22.81	\$479.09
6 Yard RECYCLE - 1xWeek	\$170.69	\$8.53	\$179.22
6 Yard RECYCLE - 2xWeek	\$275.99	\$13.80	\$289.79
6 Yard RECYCLE - 3xWeek	\$383.50	\$19.17	\$402.67
6 Yard RECYCLE - 4xWeek	\$494.71	\$24.73	\$519.44
6 Yard RECYCLE - 5xWeek	\$618.39	\$30.92	\$649.31
COMMERCIAL CARTS			
64 Gallon Cart - MSW	\$22.60	\$1.13	\$23.73
96 Gallon Cart - MSW	\$32.27	\$1.61	\$33.88
64 Gallon Cart - Recycling - Every Other Week	\$11.31	\$0.56	\$11.87
96 Gallon Cart - Recycling - Every Other Week	\$16.14	\$0.81	\$16.95

Extra Pickups			
Extra Pick up - Service Day - 1 yard	\$31.86	\$1.59	\$33.45
Extra Pick up - Service Day - 1.5 yard	\$38.22	\$1.91	\$40.13
Extra Pick up - Service Day - 2 yard	\$41.91	\$2.09	\$44.00
Extra Pick up - Service Day - 3 yard	\$68.06	\$3.40	\$71.46
Extra Pick up - Service Day - 4 yard	\$79.23	\$3.96	\$83.19
Extra Pick up - Service Day - 6 yard	\$132.30	\$6.61	\$138.91
Temporary Bins			
4 Yard Temp Bin - 3-day rental	\$121.10	\$6.05	\$127.15
4 Yard Temp Bin per day after 3rd day	\$40.36	\$2.02	\$42.38
Ancillary Services			
Walk in/Pull Out per Bin per Service over 10 feet	\$12.42	\$0.62	\$13.04
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	3.00%	N/A	3.00%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$28.87	\$1.44	\$30.31
Replacement Bin-if due to customer negligence	Market Price	N/A	Market Price
Key Charge when container access requires driver to remove lock per month	\$5.77	\$0.29	\$6.06
Contamination in Commercial Bins/Carts * (per Bin/Cart per service)	\$56.57	\$2.83	\$59.40
Overage/Snapshot charge (bin too full for lid to close) *	\$76.81	\$3.84	\$80.65
Bad Pay/Reactivation fee (no delivery)	\$36.95	\$1.85	\$38.80
Bad Pay/Reactivation fee (with delivery)	\$63.50	\$3.17	\$66.67

* Contamination/Overage charged after 1st warning

ROLL OFF	Current Monthly Rate	Rate Adjustment	New Rate Effective - 1/1/2023
Containers Services			
20 Yard Roll Off Container (includes 3 tons disposal)*	\$508.99	\$25.45	\$534.44
30 Yard Roll Off Container (includes 3 tons disposal)*	\$580.73	\$29.04	\$609.77
Compactor Haul Charge (no included disposal)**	\$244.86	\$12.24	\$257.10
Ancillary Services			
Min Haul Charge - 7-day rental charged per day on 8th day	\$14.68	\$0.73	\$15.41
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$173.21	\$8.66	\$181.87
Relocation Charge (Move box to new location on customers current site)	\$173.21	\$8.66	\$181.87
Bad Check/EFT Charge	\$30.72	\$1.54	\$32.26
Finance Charge past due greater than 30 days	3.00%	N/A	3.00%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Replacement Bin-if-due to customer negligence	Market Price	N/A	Market Price

*Any tonnage in excess will be charged the landfill rate plus applicable franchise fees

**Disposal not included. Charged landfill rate plus applicable franchise fees

PI Year
2023

	Current			
	Operations (CPI)	Fuel	Disposal	Total Adjustment
Adjustment Percentage	7.86%	49.61%	0.00%	
Weighted Allocation	66.80%	3.45%	29.75%	Final Percentage
Allocated Adjustments	5.25%	1.71%	0.00%	6.96%
Cap				5.00%

Historical			
Operations (CPI)	Fuel	Disposal	Total Adjustment

2022	2.16%	0.25%	0.00%	2.41%
2023	5.25%	1.71%	0.00%	6.96%
2024				
2025				
2026				
2027				
2028				
2029				
2030				

PI Year
2023

Data extracted on: September 23, 2021 (6:57:21 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0400SA0
 Not Seasonally Adjusted
 Series Title: All items in West urban, all urban consumers, not seasonally adjusted
 Area: West
 Item: All items
 Base Period: 1982-84=100

		Start Period	End Period
Older Period	282.9818	10/1/2020	9/30/2021
Newer Period	305.2312	10/1/2021	9/30/2022
Index Change	22.24942		
Index Change %	7.86%		

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2	Calculated Average
2011	223.149	224.431	226.558	227.837	228.516	228.075	227.805	228.222	229.147	229.195	228.771	228.117	227.485	226.428	228.543	
2012	228.98	229.995	232.039	232.561	233.053	232.701	231.893	233.001	234.083	234.966	233.206	232.029	232.376	231.555	233.196	231.1990833
2013	232.759	234.595	235.511	235.488	235.979	236.227	236.341	236.591	237.146	237	236.153	236.096	235.824	235.093	236.555	235.0698333
2014	236.707	237.614	239.092	239.808	241.35	241.616	241.85	241.66	241.92	241.65	240.22	239.095	240.215	239.365	241.066	239.2388333
2015	238.318	239.748	241.69	242.302	244.227	244.332	245.04	244.737	244.257	244.341	243.749	243.434	243.015	241.77	244.26	242.1346667
2016	244.6	244.821	245.404	246.589	247.855	248.228	248.375	248.498	249.234	249.897	249.448	249.516	247.705	246.25	249.161	246.2606667
2017	250.814	252.252	252.949	253.806	254.38	254.469	254.708	255.282	256.504	257.223	257.126	257.347	254.738	253.112	256.365	252.8354167
2018	258.638	259.986	260.994	262.037	263.24	263.732	263.971	264.395	265.105	266.195	265.658	265.209	263.263	261.438	265.089	261.1495
2019	265.624	266.215	267.37	269.522	270.88	270.957	271.029	271.264	272.102	273.524	273.128	272.584	270.35	268.428	272.272	268.5020833
2020	273.34	274.412	273.995	272.913	273.062	274.155	275.597	276.443	276.422	276.876	276.875	276.593	275.057	273.646	276.468	274.13125
2021	277.238	278.702	280.625	283.507	285.793	288.263	289.863	290.393	291.053	293.397	294.986	296.102	287.494	282.355	292.632	282.98175
2022	298.705	301.158	305.082	307.145	309.645	313.496	313.951	314.013	315.094					305.872		305.2311667

PI Year
2023

		Start Period	End Period
Previous Period Average	3.81	10/1/2020	9/30/2021
Current Period Average	5.70	10/1/2021	9/30/2022
Difference	1.89		
Difference Change	49.61%		

Sourcekey EMD_EPD2D_PTE_SCA_DPG

California No 2 Diesel Retail

Date Prices (Dollars per Gallon)

10/15/2019	3.985
11/15/2019	4.003
12/15/2019	3.902
1/15/2020	3.873
2/15/2020	3.787
3/15/2020	3.601
4/15/2020	3.283
5/15/2020	3.182
6/15/2020	3.216
7/15/2020	3.254
8/15/2020	3.263
9/15/2020	3.259
10/15/2020	3.246
11/15/2020	3.25
12/15/2020	3.356
1/15/2021	3.439
2/15/2021	3.607
3/15/2021	3.931
4/15/2021	3.98
5/15/2021	4.024
6/15/2021	4.095
7/15/2021	4.195
8/15/2021	4.291
9/15/2021	4.324



City of Willows
Effective - 1/1/2023
Disposal Change Calculations

New County Rate Per Ton Eff 1/1/2022	\$100.00
New County Rate Per Ton Eff 1/1/2023	\$100.00
Rate Change	\$0.00
Rate Change %	0.00%

Historical Data	
Year	County Rate
2021	\$100.00
2022	\$100.00
2023	\$100.00
2024	
2025	
2026	
2027	
2028	
2029	
2030	



COLLECTION SERVICES PROPOSAL
City of Willows
Effective - 1/1/2023
Service Charge Fee Schedule

Rate Adjustment
6.96%

RESIDENTIAL	Current Monthly Rate	Rate Adjustment	New Rate Effective - 1/1/2023
Cart Services (MSW & Recycle)			
Senior 35 Gallon Cart (65 and older)	\$15.49	\$1.08	\$16.57
35 Gallon Cart	\$20.90	\$1.45	\$22.35
64 Gallon Cart	\$22.60	\$1.57	\$24.17
96 Gallon Cart	\$32.27	\$2.25	\$34.52
96 Gallon Yard Waste - 1st Cart	\$5.83	\$0.40	\$6.23
Ancillary Services			
Additional recycling cart after 1st cart	\$8.67	\$0.60	\$9.27
Additional yard waste cart after 1st cart	\$8.67	\$0.60	\$9.27
Cancellation of yard waste services within the first 6 months of set up	\$28.87	\$2.01	\$30.88
Side Yard Assisted Service - medically justified	No Charge	N/A	No Charge
Side Yard Assisted Service - NOT medically justified	\$12.20	\$0.85	\$13.05
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	3.00%	N/A	3.00%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Replacement Cart-if due to customer negligence	Market Rate	N/A	Market Rate
Extra Pick up - 35 Gallon	\$7.39	\$0.51	\$7.90
Extra Pick up - 64 Gallon	\$8.00	\$0.56	\$8.56
Extra Pick up - 96 Gallon	\$11.21	\$0.78	\$11.99
Extra Pick up - 35, 64, 96 Gallon on non-route day	\$15.50	\$1.08	\$16.58
Contamination in Residential Containers * (per cart/per service)	\$16.38	\$1.14	\$17.52
Overage charge (cart too full for lid to close) *	\$16.38	\$1.14	\$17.52
Bad Pay/Reactivation Fees (no delivery)	\$36.95	\$2.57	\$39.52
Bad Pay/Reactivation Fees (with delivery)	\$51.96	\$3.62	\$55.58

* Contamination/Overage charged after 1st warning

COMMERCIAL	Current Monthly Rate	Rate Adjustment	New Rate Effective - 1/1/2023
MSW Bin Services			
1 Yard MSW - 1xWeek	\$116.21	\$8.09	\$124.30
1 Yard MSW - 2xWeek	\$219.77	\$15.30	\$235.07
1 Yard MSW - 3xWeek	\$322.64	\$22.47	\$345.11
1 Yard MSW - 4xWeek	\$425.97	\$29.66	\$455.63
1 Yard MSW - 5xWeek	\$529.23	\$36.85	\$566.08
1.5 Yard MSW - 1xWeek	\$127.84	\$8.90	\$136.74
1.5 Yard MSW - 2xWeek	\$241.75	\$16.83	\$258.58
1.5 Yard MSW - 3xWeek	\$354.90	\$24.71	\$379.61
1.5 Yard MSW - 4xWeek	\$468.57	\$32.63	\$501.20
1.5 Yard MSW - 5xWeek	\$582.15	\$40.54	\$622.69
2 Yard MSW - 1xWeek	\$136.73	\$9.52	\$146.25
2 Yard MSW - 2xWeek	\$258.55	\$18.00	\$276.55
2 Yard MSW - 3xWeek	\$379.57	\$26.43	\$406.00
2 Yard MSW - 4xWeek	\$501.14	\$34.90	\$536.04
2 Yard MSW - 5xWeek	\$622.62	\$43.36	\$665.98
3 Yard MSW - 1xWeek	\$219.77	\$15.30	\$235.07
3 Yard MSW - 2xWeek	\$349.57	\$24.34	\$373.91
3 Yard MSW - 3xWeek	\$523.94	\$36.48	\$560.42
3 Yard MSW - 4xWeek	\$620.52	\$43.21	\$663.73
3 Yard MSW - 5xWeek	\$775.67	\$54.01	\$829.68
4 Yard MSW - 1xWeek	\$258.55	\$18.00	\$276.55
4 Yard MSW - 2xWeek	\$411.26	\$28.64	\$439.90
4 Yard MSW - 3xWeek	\$616.40	\$42.92	\$659.32
4 Yard MSW - 4xWeek	\$730.02	\$50.83	\$780.85
4 Yard MSW - 5xWeek	\$912.57	\$63.55	\$976.12
6 Yard MSW - 1xWeek	\$341.35	\$23.77	\$365.12
6 Yard MSW - 2xWeek	\$551.98	\$38.44	\$590.42
6 Yard MSW - 3xWeek	\$766.99	\$53.41	\$820.40
6 Yard MSW - 4xWeek	\$989.41	\$68.90	\$1,058.31
6 Yard MSW - 5xWeek	\$1,236.80	\$86.13	\$1,322.93

Recycling Bin Services			
1 Yard RECYCLE - 1xWeek	\$58.11	\$4.05	\$62.16
1 Yard RECYCLE - 2xWeek	\$109.89	\$7.65	\$117.54
1 Yard RECYCLE - 3xWeek	\$161.32	\$11.23	\$172.55
1 Yard RECYCLE - 4xWeek	\$212.98	\$14.83	\$227.81
1 Yard RECYCLE - 5xWeek	\$264.62	\$18.43	\$283.05
1.5 Yard RECYCLE - 1xWeek	\$63.92	\$4.45	\$68.37
1.5 Yard RECYCLE - 2xWeek	\$120.87	\$8.42	\$129.29
1.5 Yard RECYCLE - 3xWeek	\$177.45	\$12.36	\$189.81
1.5 Yard RECYCLE - 4xWeek	\$234.28	\$16.31	\$250.59
1.5 Yard RECYCLE - 5xWeek	\$291.08	\$20.27	\$311.35
2 Yard RECYCLE - 1xWeek	\$68.37	\$4.76	\$73.13
2 Yard RECYCLE - 2xWeek	\$129.27	\$9.00	\$138.27
2 Yard RECYCLE - 3xWeek	\$189.80	\$13.22	\$203.02
2 Yard RECYCLE - 4xWeek	\$250.58	\$17.45	\$268.03
2 Yard RECYCLE - 5xWeek	\$311.32	\$21.68	\$333.00
3 Yard RECYCLE - 1xWeek	\$109.89	\$7.65	\$117.54
3 Yard RECYCLE - 2xWeek	\$174.78	\$12.17	\$186.95
3 Yard RECYCLE - 3xWeek	\$261.97	\$18.24	\$280.21
3 Yard RECYCLE - 4xWeek	\$310.26	\$21.60	\$331.86
3 Yard RECYCLE - 5xWeek	\$387.85	\$27.01	\$414.86
4 Yard RECYCLE - 1xWeek	\$129.27	\$9.00	\$138.27
4 Yard RECYCLE - 2xWeek	\$205.64	\$14.32	\$219.96
4 Yard RECYCLE - 3xWeek	\$308.20	\$21.46	\$329.66
4 Yard RECYCLE - 4xWeek	\$365.01	\$25.42	\$390.43
4 Yard RECYCLE - 5xWeek	\$456.28	\$31.77	\$488.05
6 Yard RECYCLE - 1xWeek	\$170.69	\$11.89	\$182.58
6 Yard RECYCLE - 2xWeek	\$275.99	\$19.22	\$295.21
6 Yard RECYCLE - 3xWeek	\$383.50	\$26.70	\$410.20
6 Yard RECYCLE - 4xWeek	\$494.71	\$34.45	\$529.16
6 Yard RECYCLE - 5xWeek	\$618.39	\$43.06	\$661.45
COMMERCIAL CARTS			
64 Gallon Cart - MSW	\$22.60	\$1.57	\$24.17
96 Gallon Cart - MSW	\$32.27	\$2.25	\$34.52
64 Gallon Cart - Recycling - Every Other Week	\$11.31	\$0.79	\$12.10
96 Gallon Cart - Recycling - Every Other Week	\$16.14	\$1.12	\$17.26

Extra Pickups			
Extra Pick up - Service Day - 1 yard	\$31.86	\$2.22	\$34.08
Extra Pick up - Service Day - 1.5 yard	\$38.22	\$2.66	\$40.88
Extra Pick up - Service Day - 2 yard	\$41.91	\$2.92	\$44.83
Extra Pick up - Service Day - 3 yard	\$68.06	\$4.74	\$72.80
Extra Pick up - Service Day - 4 yard	\$79.23	\$5.52	\$84.75
Extra Pick up - Service Day - 6 yard	\$132.30	\$9.21	\$141.51
Temporary Bins			
4 Yard Temp Bin - 3-day rental	\$121.10	\$8.43	\$129.53
4 Yard Temp Bin per day after 3rd day	\$40.36	\$2.81	\$43.17
Ancillary Services			
Walk in/Pull Out per Bin per Service over 10 feet	\$12.42	\$0.86	\$13.28
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	3.00%	N/A	3.00%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$28.87	\$2.01	\$30.88
Replacement Bin-if due to customer negligence	Market Price	N/A	Market Price
Key Charge when container access requires driver to remove lock per month	\$5.77	\$0.40	\$6.17
Contamination in Commercial Bins/Carts * (per Bin/Cart per service)	\$56.57	\$3.94	\$60.51
Overage/Snapshot charge (bin too full for lid to close) *	\$76.81	\$5.35	\$82.16
Bad Pay/Reactivation fee (no delivery)	\$36.95	\$2.57	\$39.52
Bad Pay/Reactivation fee (with delivery)	\$63.50	\$4.42	\$67.92

* Contamination/Overage charged after 1st warning

ROLL OFF	Current Monthly Rate	Rate Adjustment	New Rate Effective - 1/1/2023
Containers Services			
20 Yard Roll Off Container (includes 3 tons disposal)*	\$508.99	\$35.44	\$544.43
30 Yard Roll Off Container (includes 3 tons disposal)*	\$580.73	\$40.44	\$621.17
Compactor Haul Charge (no included disposal)**	\$244.86	\$17.05	\$261.91
Ancillary Services			
Min Haul Charge - 7-day rental charged per day on 8th day	\$14.68	\$1.02	\$15.70
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$173.21	\$12.06	\$185.27
Relocation Charge (Move box to new location on customers current site)	\$173.21	\$12.06	\$185.27
Bad Check/EFT Charge	\$30.72	\$2.14	\$32.86
Finance Charge past due greater than 30 days	3.00%	N/A	3.00%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Replacement Bin-if-due to customer negligence	Market Price	N/A	Market Price

*Any tonnage in excess will be charged the landfill rate plus applicable franchise fees

**Disposal not included. Charged landfill rate plus applicable franchise fees

PI Year
2023

	Current			
	Operations (CPI)	Fuel	Disposal	Total Adjustment
Adjustment Percentage	7.86%	49.61%	0.00%	
Weighted Allocation	66.80%	3.45%	29.75%	Final Percentage
Allocated Adjustments	5.25%	1.71%	0.00%	6.96%

Historical			
Operations (CPI)	Fuel	Disposal	Total Adjustment

2022	2.16%	0.25%	0.00%	2.41%
2023	5.25%	1.71%	0.00%	6.96%
2024				
2025				
2026				
2027				
2028				
2029				
2030				

PI Year
2023

Data extracted on: September 23, 2021 (6:57:21 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0400SA0
Not Seasonally Adjusted
Series Title: All items in West urban, all urban consumers, not seasonally adjusted
Area: West
Item: All items
Base Period: 1982-84=100

	Start Period	End Period
Older Period	282.9818	10/1/2020 9/30/2021
Newer Period	305.2312	10/1/2021 9/30/2022
Index Change	22.24942	
Index Change %	7.86%	

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2	Calculated Average
2011	223.149	224.431	226.558	227.837	228.516	228.075	227.805	228.222	229.147	229.195	228.771	228.117	227.485	226.428	228.543	
2012	228.98	229.995	232.039	232.561	233.053	232.701	231.893	233.001	234.083	234.966	233.206	232.029	232.376	231.555	233.196	231.1990833
2013	232.759	234.595	235.511	235.488	235.979	236.227	236.341	236.591	237.146	237	236.153	236.096	235.824	235.093	236.555	235.0698333
2014	236.707	237.614	239.092	239.808	241.35	241.616	241.85	241.66	241.92	241.65	240.22	239.095	240.215	239.365	241.066	239.2388333
2015	238.318	239.748	241.69	242.302	244.227	244.332	245.04	244.737	244.257	244.341	243.749	243.434	243.015	241.77	244.26	242.1346667
2016	244.6	244.821	245.404	246.589	247.855	248.228	248.375	248.498	249.234	249.897	249.448	249.516	247.705	246.25	249.161	246.2606667
2017	250.814	252.252	252.949	253.806	254.38	254.469	254.708	255.282	256.504	257.223	257.126	257.347	254.738	253.112	256.365	252.8354167
2018	258.638	259.986	260.994	262.037	263.24	263.732	263.971	264.395	265.105	266.195	265.658	265.209	263.263	261.438	265.089	261.1495
2019	265.624	266.215	267.37	269.522	270.88	270.957	271.029	271.264	272.102	273.524	273.128	272.584	270.35	268.428	272.272	268.5020833
2020	273.34	274.412	273.995	272.913	273.062	274.155	275.597	276.443	276.422	276.876	276.875	276.593	275.057	273.646	276.468	274.13125
2021	277.238	278.702	280.625	283.507	285.793	288.263	289.863	290.393	291.053	293.397	294.986	296.102	287.494	282.355	292.632	282.98175
2022	298.705	301.158	305.082	307.145	309.645	313.496	313.951	314.013	315.094					305.872		305.2311667

PI Year
2023

		Start Period	End Period
Previous Period Average	3.81	10/1/2020	9/30/2021
Current Period Average	5.70	10/1/2021	9/30/2022
Difference	1.89		
Difference Change	49.61%		

Sourcekey EMD_EPD2D_PTE_SCA_DPG

California No 2 Diesel Retail

Date Prices (Dollars per Gallon)

10/15/2019	3.985
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3/15/2021	3.931
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5/15/2021	4.024
6/15/2021	4.095
7/15/2021	4.195
8/15/2021	4.291
9/15/2021	4.324



City of Willows
Effective - 1/1/2023
Disposal Change Calculations

New County Rate Per Ton Eff 1/1/2022	\$100.00
New County Rate Per Ton Eff 1/1/2023	\$100.00
Rate Change	\$0.00
Rate Change %	0.00%

Historical Data	
Year	County Rate
2021	\$100.00
2022	\$100.00
2023	\$100.00
2024	
2025	
2026	
2027	
2028	
2029	
2030	



Date: December 13, 2022
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Subject: Election of Mayor and Vice Mayor

Recommendation:

Accept nominations and elect a Mayor and Vice Mayor to preside over the City Council for the 2023 calendar year.

Rationale for Recommendation:

Consistent with City policy, the City of Willows City Council historically elects a Mayor and Vice-Mayor every calendar year in December.

Background:

According to the City of Willows Administrative Procedure and Policy Number 1-7, the City Council elects a Mayor and Vice-Mayor in December of each calendar year.

Discussion & Analysis:

The term of office for the newly selected Mayor and Vice-Mayor will run from January 1, 2023, through December 31, 2023, unless otherwise selected by the Council to serve an additional term.

Fiscal Impact:

There is no fiscal impact.



Date: December 13, 2022
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Subject: 2023 Calendar Year City Council Committee Appointments

Recommendation:

Appoint Councilmembers to various Committees and Boards for the 2023 calendar year.

Rational for Recommendation:

Consistent with past precedent and practice, the City Council appoints Councilmembers to various Boards and Committees annually and/or on an as need basis in December.

Background:

Attached for Council's review and consideration is a list of the various committees that Councilmembers serve on as city representatives. The appointments of the primary representative(s) and alternate(s) to specific committees are reviewed annually by the Council. Consistent with past practice, the Mayor or Vice-Mayor, with the concurrence of the Council, initiates recommendations for both continued and new appointments.

Discussion & Analysis:

As requested by Councilmember-Elect Thomas, attached is a brief explanation of each committee and/or its purpose (Attachment 1). In preparing this attachment, staff learned that there are several committees that have not met in years and, as a result, both staff and current Council do not know much about their purview. Furthermore, it seems that they may not be necessary at this time. As a result, staff recommends removing the following committees from the roster until and unless at such time there is a demonstrated need for those committees to convene and a Council appointment is necessary: Airport Land Use Committee, GCID Voting Delegate, 3Core, CDBG Loan Committee, and Cities & County Economic Development Steering Committee. Should there be a future need for a Council appointment to these committees, it can be placed on the agenda for immediate Council consideration.

In addition, staff also recommends that the Council agendaize for discussion as soon as possible the future of the Finance Committee and its role in city governance. Currently, there is not a single policy document that delineates the purview of the committee and the roles and responsibilities of the committee members. A Council approved policy document defining the

committee's role is needed. In the meantime, staff also recommends leaving the Finance Committee appointments vacant until a new Council directed policy is prepared and presented to the Council for consideration and action.

As indicated on the 2022 Committee Roster (Attachment 2), several positions are appointed for a specific period while others do not have term expirations dates. Several of the committee appointments are made through the City Select Committee in which the Mayor makes the appointment. As for Glenn County Transportation Commission appointments, the City of Willows alternates every other year with the City of Orland. For calendar year 2023, there will be two appointments and one alternate from the City of Orland to the Transportation Commission. The 2023 partially blank committee roster is also attached for review and completion (Attachment 3).

Fiscal Impact:

There is no fiscal impact.

Attachments:

- Attachment 1: Profile Summary of Willows City Council Boards and Committees
- Attachment 2: 2022 Committee Appointments
- Attachment 3: 2023 Committee List Roster

PROFILE SUMMARY OF WILLOWS CITY COUNCIL COMMITTEES

Airport Land Use Committee

The Airport Land Use Commission (ALUC) ensures compatible land uses in vicinity of all new airports and vicinity of existing airports; provides for orderly development of air transit, protects public health, safety and welfare; prepares and adopts the airport land use plan; and reviews plans, regulations, and other actions of local agencies and airport operators. There is no institutional knowledge regarding the last time this committee convened (e.g., more than five years).

Glenn County Waste Management Regional Agency

The Waste Management Regional Agency was established in 1998 by a Joint Powers Agreement between County of Glenn and the Cities of Orland and Willows for the purpose of combining disposal and diversion quantities for determining compliance with AB 939 to allow for the efficient operation of diversion programs on a region-wide basis and:

- To assume the responsibilities of the County and the cities for implementation of the multi-jurisdictional Source Reduction and Recycling Element (SRRE), Household Hazardous Waste Element (HHWE), and the Non disposal Facility Element (NDFE) adopted by the County and the cities and any additional related elements or plans that may be required by state law including the Countywide Siting element (SE) and the Summary Plan (SP);
- To revise, as necessary, any existing elements;
- To prepare any new subsequent elements;
- To serve as the single agency responsible for the local approval and public review process of these elements;
- To prepare the annual reports for the reporting of progress toward AB 939 division goals; and
- To serve as the agency responsible for compiling the disposal information from haulers and facility operators for compliance with PRC Sections 41780 and 41821.5.

The Waste Management Regional Agency is governed by a Board of Directors consisting of Supervisors from the County and a City Council member from each of the two Cities - Orland and Willows - who are appointed by their respective Board of Supervisors and City Councils.

For more information:

<https://www.countyofglenn.net/dept/public-works/solid-waste-recycling/about-us>

Glenn County Transportation Commission

The Glenn County Transportation Commission is a regional transportation planning agency that discusses Glenn County's regional transportation planning and policy issues.

For more information:

<https://www.countyofglenn.net/committee/local-transportation-commission/welcome>

Regional Transit Committee

A Joint Powers Authority (under the umbrella of the Glenn County Transportation Commission) that oversees the County's transit system (e.g., Glenn Ride).

For more information:

<https://www.countyofglenn.net/committee/regional-transit-committee/welcome>

Local Agency Formation Commission (LAFCO)

LAFCO is a state mandated local agency that oversees boundary changes to cities and special districts, the formation of new agencies including incorporation of new cities, and the formation of local government agencies to preserve agricultural and open space lands, and to discourage urban sprawl. The Glenn Local Agency Formation Commission (LAFCO) was formed when the State Legislature passed the Knox-Nisbet Act of 1963. The law has been updated from time to time, most recently as the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

For more information:

<https://www.countyofglenn.net/committee/local-agency-formation-commission/welcome>

City Select Committee

The City Select Committee includes the mayors of both the Cities of Orland and Willows to appoint city representatives to countywide boards, commissions, committees and agencies. This committee typically meets once per year in January to make appointments.

For more information:

<https://www.countyofglenn.net/committee/city-selection-committee/welcome>

Countywide Mosquito & Vector Committee

The Glenn County Mosquito & Vector Control District is a special district governed by a 5-member board of trustees that set policy for the District. The main functions of the District are to control the threat of mosquito-borne diseases and to reduce nuisance mosquito populations using sound abatement methods that minimize risk to the environment and the public. There is no institutional knowledge regarding the last time this committee convened.

For more information:

<https://www.countyofglenn.net/dept/health-human-services/public-health/services/mosquito-and-vector-control>

Finance Committee

This Committee has never been defined and codified in any city policy documents. Should the Council wish to continue the formation of this committee, a policy document needs to be developed that defines the roles and responsibilities of the Committee and its members. Staff recommends leaving these appointments vacant until the Council establishes a policy for this committee.

Glenn-Colusa Irrigation District (GCID) - Voting Delegate

GCID is dedicated to providing reliable, affordable water supplies to its landowners and water users, while ensuring the environmental and economic viability of the region. As the largest irrigation district in the Sacramento Valley. The District fulfills its mission of efficiently and effectively managing and delivering water through an ever-improving delivery system and responsible policies while maintaining a deep commitment to sustainable practices. This delegate position is for one Councilmember to vote on behalf of the entire Council to elect a representative to the Board who will represent the Willows area. It is unclear when this delegate position was last actively used or needed. There is no institutional knowledge regarding the last time that the City played a role in voting for a District delegate.

For more information:

<https://www.gcid.net/>

League Legislative Delegate

The Council delegate votes at the League of California Cities Annual Conference on behalf of the entire Council and City concerning legislative policy matters that the League of California Cities proposes lobbying on and/or initiating with the Governor and/or State Legislature.

Library Board Liaison

The Council Library Board liaison is a non-voting delegate who attends the Library Board meetings and acts as a liaison between the Council and the Board Trustees.

3CORE (Formally known as Tri-Counties Economic Development Committee)

The goal of Tri-County Economic Development is to help communities expand their local economies and create jobs. There is no institutional knowledge as to when this committee last convened.

Community Development Block Grant (CDBG) Loan Committee

The CDBG Loan Committee oversees the City's former loan program. Currently, there are no CDBG loan funds. There are nine outstanding CDBG home loans, but there are no duties for the committee to oversee. There is no institutional knowledge re: when this committee last convened.

Public Safety Committee (Police & Fire)

This Council Committee meets on an as need basis to discuss public safety issues in the city including policing, fire safety, street safety, etc...

City & Counties Economic Development Steering Committee

Council Liaison to the County's Steering Committee to review and monitor the economic development activities of the California State Association of Counties (CSAC). There is no institutional knowledge re: when this committee last convened.

For more information:

<https://www.countyofglenn.net/committee/cities-county-economic-development-committee/welcome>

Sustainable Groundwater Management Act (SGMA) Board Committee

The Water Resources Program is responsible for disseminating information, facilitating outreach, and encouraging involvement in groundwater and water resource activities in Glenn County. This committee oversees the implementation of the SGMA and provides recommendations.

For more information:

<https://www.countyofglenn.net/dept/planning-community-development-services/water-resources/welcome>

WILLOWS CITY COUNCIL 2022 COMMITTEE APPOINTMENTS

COMMITTEE	MEMBER(S)	MEETING DATES/TIME	TERM EXPIRES
Airport Land Use Committee	Mayor	As needed	12/2022
Glenn County Waste Management Regional Agency (2 members, 1 alternate)	Vacancy Williams Hansen (Alternate)	Quarterly, Third Thursday	12/2022
Regional Transit Committee (2 members, 1 alternate)	Hansen Vacancy Vacancy (Alternate)	Monthly, Third Thursday @ 9am	12/2022
Transportation Commission (2 members)	Hansen Vacancy	Monthly, Third Thursday, following Transit Committee meeting	12/2022
LAFCO (1 member)	Vacancy	As needed, second Monday	12/2022
City Select Committee	Mayor	Annually in January	12/2022
Countywide Mosquito & Vector Committee	Vince Holvick Mayor (Alternate)	As needed	6/30/2023
Finance Committee (2 members)	Vacancy Williams	As needed	12/2022
GCID Voting Delegate (Mayor)	Mayor	As needed	12/2022
League Legislative Delegate (Mayor)	Mayor	@ Annual League Conference in September	12/2022
Library Board	Vacancy	Every other month, Second Thursday @ 11:00 am	12/2022
3CORE (Formally known as Tri-Counties Economic Development Committee) (1 member, 1 alternate)	Vacancy Williams (Alternate)	As needed	12/2022
CDBG Loan Committee (2 members)	Vacancy Hansen	As needed	12/2022
Public Safety (Police & Fire) Committee (2 members)	Hansen Vacancy	As needed	12/2022
City & Counties Economic Development Steering Committee (2 members, 1 alternate)	Mayor Vacancy Hansen (Alternate)	As needed	12/2022
Sustainable Groundwater Management Act (SGMA) Board Committee (1 member)	Hansen	Monthly, First Monday @ 1:30 PM	12/2022

WILLOWS CITY COUNCIL 2023 COMMITTEE APPOINTMENTS

COMMITTEE	MEMBER(S)	MEETING DATES/TIME	TERM EXPIRES
Airport Land Use Committee	Mayor	No regular meetings	12/2023
Glenn County Waste Management Regional Agency <i>(1 member, 1 alternate)</i>	(Alternate)	Quarterly, Third Thursday	12/2023
Regional Transit Committee <i>(2 members, 1 alternate)</i>	(Alternate)	Monthly, Third Thursday @ 9am	12/2023
Transportation Commission <i>(1 Member and 1 alternate)</i>	(Alternate)	Monthly, Third Thursday, following Transit Committee meeting	12/2023
LAFCO <i>(1 member, 1 alternate)</i>	(Alternate)	As needed, second Monday	12/2023
City Select Committee	Mayor	Annually in January	12/2023
Countywide Mosquito & Vector Committee	Vince Holvick Mayor (Alternate)		6/2023
Finance Committee <i>(2 members)</i>		As needed	12/2023
GCID Voting Delegate <i>(Mayor)</i>	Mayor	As needed	12/2023
League Legislative Delegate <i>(Mayor)</i>	Mayor	@ Annual League Conference in September	12/2023
Library Board		Every other month, Second Thursday @ 11:00 am	12/2023
3CORE (Formally known as Tri-Counties Economic Development Committee) <i>(1 member, 1 alternate)</i>		As needed	12/2023
CDBG Loan Committee <i>(2 members)</i>		As needed	12/2023
Public Safety (Police & Fire) Committee <i>(2 members)</i>		As needed	12/2023
City & Counties Economic Development Steering Committee <i>(2 members, 1 alternate)</i>	Mayor	As needed	12/2023
Sustainable Groundwater Management Act (SGMA) Board Committee <i>(1 member)</i>		Monthly, First Monday @ 1:30 PM	12/2023