



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

Willows City Council Regular Meeting

February 14, 2023
Willows City Hall
5:00 PM – Closed Session
6:00 PM – Regular Session

Agenda

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

City Manager
Marti Brown

City Clerk
Louis Ósémwegie

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CHANGES TO THE AGENDA

5. CLOSED SESSION

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

a. Conference with Real Property Negotiators (§ 54956.8)

Property: APN: 017-170-050-000.

Agency Negotiators: Marti Brown, City Manager; Patrick Piatt, Community and Development Services Director; John Wanger, City Engineer

Negotiating Parties: Helios Group/Turnkey

Under Negotiation: Price, Terms of Payment

b. Public Employee Appointment (§ 54957)

Title: City Attorney.

Potential Action: The City Attorney has terminated the legal services agreement with the City; therefore, the Council will consider authorizing the City Manager to issue a request for proposals, (RFP) to qualified firms for general legal (City Attorney) services.

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

6. PUBLIC COMMENT & CONSENT CALENDAR FORUM

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

a. Register Approval

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

b. Minutes Approval

Recommended Action: Approve the January 24, 2023, City Council meeting minutes.
Contact: Louis Osemwegie, City Clerk, losemwegie@cityofwillows.org

c. Acquisition of a New ¾ Ton Flat Bed Pickup

Recommended Action: Per the approved budget, authorize purchasing flexibility of a ¾ ton truck during a time of continued supply chain issues; and allow staff to purchase a truck that satisfies the needs of the Department as soon as possible without soliciting three competitive bids per the Municipal Code.
Contact: Patrick Piatt, Community Development & Services Director, ppiatt@cityofwillows.org

d. Acquisition of Two (2) Side-By-Side Utility Vehicles

Recommended Action: Authorize the purchase of two (2) new side-by-side utility vehicles in accordance with the Willows Municipal Code for a total amount of \$23,395 (Attachment 1).
Contact: Patrick Piatt, Community Development & Services Director, ppiatt@cityofwillows.org

e. Landscaping and Lighting Special Assessment District

Recommended Action: Adopt the Resolution appointing Coastland Civil Engineering as the Engineer of Work for the City of Willows Landscaping and Lighting Special Assessment District; and direct the preparation of the Annual Engineer's Report for FY 2023-24.
Contact: Patrick Piatt, Community Development & Services Director, ppiatt@cityofwillows.org

f. City Donation to the Willows Chamber of Commerce

Recommended Action: Authorize the City Manager to donate \$5000 to the Willows Chamber of Commerce or provide alternative direction (Requested by the Willows Chamber of Commerce).
Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

7. PUBLIC HEARING

a. Approval of Cannabis Business License for Sundial Collective Willows

Recommended Action: Adopt the attached resolution issuing a business license to Sundial Collective Willows.
Contact: Karen Mantele, Principal Planner, kmantele@cityofwillows.org

b. Approval of Housing Element Update 2021-2029

Recommended Action: Review and approve the final 2021-2029 Housing Element Update and adopt the attached resolution.
Contact: Karen Mantele, Principal Planner, kmantele@cityofwillows.org

8. 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. **Power Purchase Agreement and Lease Agreement for Solar Panel Project**

Recommended Action: Adopt the attached resolution authorizing the City Manager to execute a Power Purchase Agreement (PPA) with Trinary Capital to finance the buyout of the existing agreement currently held with Clearway, and to construct and operate a new solar energy system to replace the current solar array located adjacent to the wastewater treatment plant at 1600 South Tehama Street and fully offset the cost of the wastewater treatment plant operations, as well as execute any necessary leases or other related documents.

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

b. **Urgent Street Repair Project – Green and Jefferson Streets**

Recommended Action: Adopt a resolution authorizing the City Manager, or her designee, to execute a contract with All-American Construction, Inc. for urgent street repairs on Green and Jefferson Streets for a not-to-exceed amount of \$65,000.

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

c. **Facilities Use Agreement with Willows Unified School District for the 2023 Summer Use of the District's Swimming Pool**

Recommended Action: Authorize the City Manager, or her designee, to execute a Facilities Use Agreement with the Willows Unified School District to use the School District's pool during the summer swim season of 2023 for an amount not to exceed \$15,000.

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

9. COMMENTS & REPORTS

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

10. ADJOURNMENT

This agenda was posted on February 9, 2023.

Louis Osemwegie

Louis Ósémwegie, City Clerk

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

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

The City of Willows is an Equal Opportunity Provider



CLOSED SESSION

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PUBLIC COMMENT & CONSENT CALENDAR FORUM



PERIOD

1/16/2023 TO 01/29/2023

Payroll Direct Deposit	Z46287	TO	Z46323
General Checking	40536	TO	40541
VOIDED	40542	TO	40581
General Checking	40582	TO	40597
Check Register	052809	TO	052834 (Batch #21)

APPROVAL DATE 02/14/2023

APPROVED _____

REPORT.: 01/31/23
 RUN...: 01/31/23 Time: 13:35
 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
40582	02/03/23	01/29/23	MAR00 MARTINEZ, JULIANA	02-23	08-23	352.00			
40583	02/03/23	01/29/23	BEA00 BEATTY, RYAN	02-23	08-23	77.50			
40584	02/03/23	01/29/23	CAN00 CANO, ILIANNA	02-23	08-23	155.00			
40585	02/03/23	01/29/23	PAL03 PALAFOX-SAN, NYLA	02-23	08-23	155.00			
246287	02/03/23	01/29/23	HAN02 HANSEN, GARY L	02-23	08-23	250.00			
246288	02/03/23	01/29/23	HOF01 HOFHENKE, CASEY	02-23	08-23	250.00			
246289	02/03/23	01/29/23	THO00 THOMAS, RICHARD	02-23	08-23	250.00			
246290	02/03/23	01/29/23	VOD00 VODDEN, DAVID	02-23	08-23	250.00			
246291	02/03/23	01/29/23	WIL02 WILLIAMS, JEFF	02-23	08-23	250.00			
246292	02/03/23	01/29/23	BRO01 Brown, Martha	02-23	08-23	5955.77			
246293	02/03/23	02/28/23	BUR00 Burt, Kellie D	02-23	08-23	50.00			
246294	02/03/23	01/29/23	BUT01 BUTLER, KATIE LEEANN	02-23	08-23	2137.66			
246295	02/03/23	01/29/23	FAH00 FAHEY, LORI	02-23	08-23	3484.67			
246296	02/03/23	01/29/23	OSE00 OSEMWEGIE, LOUIS	02-23	08-23	2712.95			
246297	02/03/23	02/28/23	PRIO0 Pride, Lori A	02-23	08-23	50.00			
246298	02/03/23	01/29/23	BOB00 BOBADILLA, PEDRO D	02-23	08-23	50.00			
246299	02/03/23	01/29/23	PIA00 PIATT, JAMES PATRICK	02-23	08-23	4807.69			
246300	02/03/23	01/29/23	RUS01 RUSTENHOVEN, TARA L	02-23	08-23	2422.40			
246301	02/03/23	01/29/23	ARE00 Arellanes, Ashley Marie	02-23	08-23	653.98			
246302	02/03/23	01/29/23	BRI00 BRIONES, BRENDA VALENZU	02-23	08-23	256.00			
246303	02/03/23	01/29/23	EHO02 EHORN, CAITLIN A	02-23	08-23	1377.06			
246304	02/03/23	01/29/23	SPE02 SPENCE, KYLIEGH C	02-23	08-23	544.00			
246305	02/03/23	01/29/23	VAR00 Varqas, Giovanni	02-23	08-23	592.00			
246306	02/03/23	01/29/23	BOB01 Bobadilla, Tristan	02-23	08-23	155.00			
246307	02/03/23	01/29/23	FLO00 Flowerdew, Nick	02-23	08-23	155.00			
246308	02/03/23	01/29/23	HUT04 HUTSON, KRISTINA RENEE	02-23	08-23	852.50			
246309	02/03/23	01/29/23	PEA05 Peabody, Garrett	02-23	08-23	77.50			
246310	02/03/23	01/29/23	RAY00 Raygoza, Rodrigo	02-23	08-23	175.00			
246311	02/03/23	01/29/23	THR00 Throm, Billie	02-23	08-23	155.00			
246312	02/03/23	01/29/23	ENO00 ENOS, KYLE	02-23	08-23	3725.35			
246313	02/03/23	01/29/23	HIN00 Hintz-Livin, Braden Greg	02-23	08-23	872.69			
246314	02/03/23	01/29/23	LOM00 LOMBARD, TYLER JOSEPH	02-23	08-23	2562.23			
246315	02/03/23	01/29/23	MON00 MONCK, NATHANIAL T	02-23	08-23	4572.77			
246316	02/03/23	01/29/23	ABO00 ABOLD, STEVEN B	02-23	08-23	2093.18			
246317	02/03/23	01/29/23	CAZ01 Cazares, Benjamin L.	02-23	08-23	1656.73			
246318	02/03/23	01/29/23	MIN00 MINGS, MICHAEL E	02-23	08-23	2023.15			
246319	02/03/23	01/29/23	PFY00 PFYL, NATISA N	02-23	08-23	3001.51			
246320	02/03/23	01/29/23	RAN01 RANDOLPH, MATTHEW	02-23	08-23	1800.57			
246321	02/03/23	01/29/23	REE00 REED, JOSHUA	02-23	08-23	1571.37			
246322	02/03/23	01/29/23	VAS01 VASQUEZ, PEDRO CEASAR	02-23	08-23	2562.36			

55095.59

REPORT.: 02/01/23
RPT.: 02/01/23 Time: 14:48
Run By: Katie Butler

CITY OF WILLOWS
Check Register
*** CHECK REVERSAL ***

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
241800	02/01/23	02/01/23	RUS01	RUSTENHOVEN, TARA	L	02-23 08-23	-2422.40			-2422.40

REPORT.: 02/01/23
RUN.: 02/01/23 Time: 14:58
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
240023	02/03/23	02/03/23	RUS01	RUSTENHOVEN, TARA	L	02-23 08-23				

RE-issued
Check

REPORT.: 01/30/23
 RUN ON.: 01/30/23 Time: 10:18
 RUN BY.: Katie Butler

CITY OF WILLOWS
 Vendor Check Register Print

PAGE: 001
 ID #: SPVR
 CTL.: WIL

Number	Date	Vendor/Organization	Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid
40536	01/30/23	AFL01 AFLAC- FLEX ONE	C30131	01/31/23	AFLAC DENTAL PRETAX	01-23	182.08	
40536	01/30/23	AFL01 AFLAC- FLEX ONE	1C30131	01/31/23	AFLAC CANCER PRETAX	01-23	125.43	
4	01/30/23	AFL01 AFLAC- FLEX ONE	2C30131	01/31/23	AFLAC ACC PRETAX	01-23	300.69	
	01/30/23	AFL01 AFLAC- FLEX ONE	3C30131	01/31/23	AFLAC SUPPLMNTT, LIFE	01-23	71.50	
	01/30/23	AFL01 AFLAC- FLEX ONE	4C30131	01/31/23	AFLAC STD INS	01-23	172.83	
40536	01/30/23	AFL01 AFLAC- FLEX ONE	5C30131	01/31/23	AFLAC HOSPITAL PRETA	01-23	58.12	
40536	01/30/23	AFL01 AFLAC- FLEX ONE	6C30131	01/31/23	AFLAC VISION PRETA	01-23	25.15	935.80
40537	01/30/23	AFL02 AFLAC WAGE WORKS	C30131	01/31/23	AFLAC EVENT/CRITICAL	01-23	14.17	14.17
40538	01/30/23	HUM01 HUMANA DENTAL/VISION	C30131	01/31/23	DENTAL\VISION	01-23	1214.61	1214.61
40539	01/30/23	KEE01 KEENAN & ASSOCIATES- FDAC	C30131	01/31/23	MEDICAL	01-23	18595.36	18595.36
40540	01/30/23	UNI17 UNITED PUBLIC EMPLOYEES AS	C30131	01/31/23	PUBLIC SAFETY DUES	01-23	90.48	90.48
40541	01/30/23	WIL01 WILLOWS EMPLOYEES ASSOC.	C30131	01/31/23	EMPLOYEES ASSOC.DUES	01-23	12.00	12.00
TOTAL DISBURSED.							20862.42	20862.42

REPORT.: 02/01/23
 RUN ON.: 02/01/23 Time: 11:19
 RUN BY.: Katie Butler

CITY OF WILLOWS

PAGE: 001
 ID #: SPVR
 CTL.: WIL

Vendor Check Register Print

Number	Date	Vendor/Organization	Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid
40586	02/01/23	AFL02 AFLAC WAGE WORKS	C30201	02/01/23	AFLAC DEPENDENT PRETAX	02-23	142.31	142.31
40587	02/01/23	EDD01 EMPLOYMENT DEVELOP. DEPT. S	C30201	02/01/23	STATE INCOME TAX	02-23	1439.68	1439.68
	02/01/23	EDD02 EMPLOYMENT DEVELOPMENT DEPT	C30201	02/01/23	SDI	02-23	475.36	475.36
	02/01/23	ICM01 ICMA RETIREMENT TRUST 457	C30201	02/01/23	DEFERRED COMP - ICMA	02-23	200.00	200.00
	02/01/23	NAT00 NATIONWIDE RETIREMENT SOLU	C30201	02/01/23	USCM DEF. COMP. NAT	02-23	1513.98	
-40590	02/01/23	NAT00 NATIONWIDE RETIREMENT SOLU	1C30201	02/01/23	USCM DEF. COMP. MICH	02-23	278.85	1792.83
40591	02/01/23	PER01 P.E.R.S.	C30201	02/01/23	PERS PAYROLL REMITTANCE	02-23	8216.30	8216.30
40592	02/01/23	UMP00 UMPQUA BANK	C30201	02/01/23	DIRECT DEPOSIT	02-23	37011.98	37011.98
40593	02/01/23	UMP01 UMPQUA BANK - MYTAXPAYER	C30201	02/01/23	FEDERAL INCOME TAX	02-23	3801.80	
40593	02/01/23	UMP01 UMPQUA BANK - MYTAXPAYER	1C30201	02/01/23	FICA	02-23	6610.86	
40593	02/01/23	UMP01 UMPQUA BANK - MYTAXPAYER	2C30201	02/01/23	MEDICARE	02-23	1546.12	11958.70
TOTAL DISBURSED, . . .							61237.24	61237.24

Jl 23 Wednesday
01 23 Time: 14:41
atie Butler

CITY OF WILLOWS
Check Reversal/Replacement for 02-23
Vendor: NAT00 - Cash Acct: 000 1045
Check# 040590 - Date: 02/01/23

PAGE: 001
ID #: PY-CR
CTL: WIL

#	Date	Account Number Information	Amount	Comment/Description	C Per I Per
3201	02/01/23	Exp/Dist Acct: 301 2505	-1,513.98	USCM DEF. COMP. NAT	02-23 02-23
		Invoice Total...:	-1,513.98		
3201	02/01/23	Exp/Dist Acct: 301 2505	-278.85	USCM DEF. COMP. NAT	02-23 02-23
		Invoice Total...:	-278.85		
		Check Total...:	-1,792.83		

01 23 Wednesday
01 23 Time: 14:46
atie Butler

CITY OF WILLOWS
Automatic Check Listing/Update
Control Date.: 02/01/23 Cash Account No.: 000 1045

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

Invoice	Actual							
Date	Period							
Due Date	Fiscal	Tm	G/I	Account	No	Gross	Discount	Net
						Amount	Amount	Amount

Check #: 040594 Check Date.: 02/01/23 Vendor I.D.: NAT00 (NATIONWIDE RETIREMENT SOLUTIONS)								
02/01/23	02-23					1838.34	.00	1838.34
02/01/23	08-23							
** Total Checks Paid ----->						1838.34	.00	1838.34

02 23 Thursday
02 23 Time: 09:17
atic Butler

CITY OF WILLOWS
Invoice/Pre-Paid Check Audit Trail
Batch C30202 - 09:17

PAGE: 001
ID #: PY-IP
CTL: WIL

*** VENDOR.: UMP01 (UMPQUA BANK - MYTAXPAYER)

CF-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
124-H REISSUE DIRECT DEPOSIT	02-23	02/03/23 N N N	-Unknown Discount Trm	000 1045
Line Description	G/L Account No CTR	Unit (s)	Unit Cost	Amount
0001 REISSUE DIRECT DEPOSIT	000 1045	1	36919.71	36919.71
End Check # ACH124 Date.: 02/03/23 Paid This Invoice				-36919.71
			Invoice Extension ---->	.00

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
ACH123R-H DIRECT DEPOSIT REVERSE	02-23	02/02/23 N N N	-Unknown Discount Trm	000 1045
Line Description	G/L Account No CTR	Unit (s)	Unit Cost	Amount
0001 DIRECT DEPOSIT REVERSE	000 1045	-1	36893.99	-36893.99
End Check # ACH123 Date.: 02/02/23 Paid This Invoice				36893.99
			Invoice Extension ---->	.00

Vendor Total -----> 25.72

** Total Invoices -----> .00
** Total Checks -----> 25.72

*** Total Purchases ----> 25.72

REPORT.: 02/08/23
RUN.: 02/08/23 Time: 10:60
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
40595	02/08/23	02/08/23	ENO00	ENOS, KYLE	02-23	08-23	4951.79	1612.63	.00	3339.16
40596	02/08/23	02/08/23	LOM00	LOMBARD, TYLER JOSEPH	02-23	08-23	2055.86	264.26	407.40	1384.20
40597	02/08/23	02/08/23	PET02	PETERSEN, MATTHEW	02-23	08-23	3263.88	615.16	.00	2648.72
							10271.53	2492.05	407.40	7372.08

REPORT.: Dec 21 22 Wednesday
 RUN....: Dec 21 22 Time: 09:02
 Run By.: Katie Butler

CITY OF WILLOWS
 Automatic Check Listing/Update
 Control Date.: 12/21/22 Cash Account No.: 000 1045

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

Invoice	No	Description	Invoice	Actual	Discount		Gross	Discount	Net
			Date	Period					
			Due Date	Fiscal	Tm	G/L Account No	Amount	Amount	Amount
Check #.: 052809 Check Date.: 12/21/22			Vendor I.D.: AME02 (ARAMARK)						
0196-		CLEANING UNIFORMS FOR PUBLIC WORKS	12/20/22	12-22			141.95	.00	141.95
			12/21/22	06-23					
4656-		CLEANING UNIFORMS FOR PUBLIC WORKS	12/13/22	12-22			146.22	.00	146.22
			12/21/22	06-23					
** Vendor's Subtotal ----->							288.17	.00	288.17
Check #.: 052810 Check Date.: 12/21/22			Vendor I.D.: BAK06 (BAKER & TAYLOR BOOKS)						
203718669-		NEW PRINT MAT, WILLOWS LIBRARY	12/02/22	12-22			399.36	.00	399.36
			12/21/22	06-23					
Check #.: 052811 Check Date.: 12/21/22			Vendor I.D.: BAR01 (WILLOWS AUTO PARTS)						
647178-		ELECTRICAL TAPE & NPT PION ISO TIP	12/05/22	12-22	A		18.95	.00	18.95
			12/21/22	06-23					
647199-		HYD HOSE FILTER AND 8MXTXREEL	12/05/22	12-22	A		55.00	.00	55.00
			12/21/22	06-23					
647231-		MIRROR	12/06/22	12-22	A		96.69	.00	96.69
			12/21/22	06-23					
647256-		PX BLACK RTV SILICONE	12/06/22	12-22	A		12.32	.00	12.32
			12/21/22	06-23					
647416-		ALTERNATOR, CORE DEPOSIT, BELT FAN, ECT	12/08/22	12-22	A		207.37	.00	207.37
			12/21/22	06-23					
647697-		3MO WYT BAT	12/13/22	12-22	A		40.74	.00	40.74
			12/21/22	06-23					
** Vendor's Subtotal ----->							431.07	.00	431.07
Check #.: 052812 Check Date.: 12/21/22			Vendor I.D.: BRO01 (MARTHA BROWN)						
C21219-		ROUND TRIP MILEAGE TO NCCSIF BOARD MEETING	12/15/22	12-22			41.88	.00	41.88
			12/21/22	06-23					

REPORT.: Dec 21 22 Wednesday
 RUN.: Dec 21 22 Time: 09:02
 Run By.: Katie Butler

CITY OF WILLOWS
 Automatic Check Listing/Update
 Control Date.: 12/21/22 Cash Account No.: 000 1045

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

		Invoice Date	Actual Period			Discount	Gross	Discount	Net
Invoice	No	Description	Due Date	Fiscal	Tm	G/L Account No	Amount	Amount	Amount
Check #.: 052813 Check Date.: 12/21/22			Vendor I.D.: CAL01	(CALIFORNIA WATER SERVICE CO.)					
C21220-	WATER & SEWER FOR ACCT 6442	12/08/22	12-22	A			90.39	.00	90.39
		12/21/22	06-23						
C21221-	WATER AND SEWER FOR ACCT 7777	12/13/22	12-22	A			3461.71	.00	3461.71
		12/21/22	06-23						
** Vendor's Subtotal							3552.10	.00	3552.10
Check #.: 052814 Check Date.: 12/21/22			Vendor I.D.: COA00	(COASTLAND CIVIL ENGINEERING)					
55137-	4392 521 WASHIGHTON ST- NEW GARAGE	11/30/22	12-22				86.25	.00	86.25
		12/21/22	06-23						
55141-	WILLOWS CITY ENGINEERING 22/23	11/30/22	12-22				9161.25	.00	9161.25
		12/21/22	06-23						
55145-	724964 SUNDIAL COLLECTIVES DEVELOPMENT	11/30/22	12-22				225.00	.00	225.00
		12/21/22	06-23						
55146-	724962 337 N LASSEN ST DEVELOPMENT	11/30/22	12-22				112.50	.00	112.50
		12/21/22	06-23						
55147-	724961 725 S TEHAMA DEVELOPMENT	11/30/22	12-22				328.75	.00	328.75
		12/21/22	06-23						
55151-	4677 800 N HUMBOLDT - REV 1 ADA REVISION	11/30/22	12-22				1886.25	.00	1886.25
		12/21/22	06-23						
55160-	WILLOWS BUILDING DEPT. SERVICES	11/30/22	12-22				195.00	.00	195.00
		12/21/22	06-23						
55162-	4727 6504 COUNTY RD 57 - SOLAR	11/30/22	12-22				115.00	.00	115.00
		12/21/22	06-23						
55166-	724611 JACK IN THE BOX DEV.	11/30/22	12-22				865.00	.00	865.00
		12/21/22	06-23						
55226-	72-4949 WILLOWS PACIFIC AVE CM	11/30/22	12-22				7970.00	.00	7970.00
		12/21/22	06-23						
55227-	724818 WILLOWS- N LASSEN ST CM	11/30/22	12-22				35.97	.00	35.97
		12/21/22	06-23						
55241-	724941 HAMPTON INN HOTEL	11/30/22	12-22				1128.75	.00	1128.75
		12/21/22	06-23						
55270-	4676 201 W SYCAMORE ST COMMERCIAL KITCHEN HOOD	11/30/22	12-22				426.25	.00	426.25
		12/21/22	06-23						
55273-	724828 GREEN ST REHABILITATION	11/30/22	12-22				845.00	.00	845.00
		12/21/22	06-23						
** Vendor's Subtotal							23380.97	.00	23380.97

REPORT.: Dec 21 22 Wednesday
 RUN.: Dec 21 22 Time: 09:02
 Run By.: Katie Butler

CITY OF WILLOWS
 Automatic Check Listing/Update
 Control Date.: 12/21/22 Cash Account No.: 000 1045

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

Invoice No	Description	Invoice Date	Actual Period	Tm	G/L	Discount Account	No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal							
Check #.: 052815		Check Date.: 12/21/22		Vendor I.D.: COM20 (COMP INC)						
036052-	PRE EMPLOYMENT PHYSICALS - REED & RANDOLPH	12/07/22	12-22					1350.00	.00	1350.00
		12/21/22	06-23							
Check #.: 052816		Check Date.: 12/21/22		Vendor I.D.: COR02 (CORBIN WILLITS SYSTEMS)						
000C21215-	CONT. SERV. FINANCE	12/15/22	12-22	A				375.00	.00	375.00
		12/21/22	06-23							
00C212151-	CONT. SERV. FINANCE	12/15/22	12-22	A				436.84	.00	436.84
		12/21/22	06-23							
** Vendor's Subtotal ----->								811.84	.00	811.84
Check #.: 052817		Check Date.: 12/21/22		Vendor I.D.: EB300 (EB3 DEVELOPMENT)						
0001-	IMAGES & VIDEO (DRONE INCLUDED) USDA RDBG PROJECT	11/29/22	12-22					4350.00	.00	4350.00
		12/21/22	06-23							
Check #.: 052818		Check Date.: 12/21/22		Vendor I.D.: EHO01 (CAITLIN EHORN)						
C21219-	REIMBURSEMENT FOR TRAVEL STAFF TRAINING DAY	12/15/22	12-22					41.25	.00	41.25
		12/21/22	06-23							
Check #.: 052819		Check Date.: 12/21/22		Vendor I.D.: FAH00 (LORI FAHEY)						
C21219-	MILEAGE REIMBURSEMENT FOR NCCSIF MEETING- ROCKLIN	12/15/22	12-22					122.85	.00	122.85
		12/21/22	06-23							
Check #.: 052820		Check Date.: 12/21/22		Vendor I.D.: FGL00 (FGL ENVIRONMENTAL)						
279386-	DRINKING WATER MONITORING	11/22/22	12-22					26.00	.00	26.00
		12/21/22	06-23							

REPORT : Dec 21 22 Wednesday
 RUN : Dec 21 22 Time: 09:02
 Run By: Katie Butler

CITY OF WILLOWS
 Automatic Check Listing/Update
 Control Date.: 12/21/22 Cash Account No.: 000 1045

PAGE: 004
 ID #: PY-CL
 CTL.: WIL

Invoice No	Description	Invoice Date	Actual Period	Tm	Discount G/L Account No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal					
Check #.: 052821 Check Date.: 12/21/22		Vendor I.D.: GCS00 (GCS ENVIRONMENTAL EQUIPMENT SERVICES)						
26078	SPRING- GUTTER BROOM & FREIGHT CHARGES	12/08/22	12-22			93.33	.00	93.33
		12/21/22	06-23					
Check #.: 052822 Check Date.: 12/21/22		Vendor I.D.: JER00 (JEREMY'S PEST STOMPERS)						
128222	PEST CONTROL FOR CITY HALL DEC 2022	12/08/22	12-22			55.00	.00	55.00
		12/21/22	06-23					
Check #.: 052823 Check Date.: 12/21/22		Vendor I.D.: KNI03 (KNIFE RIVER CONSTRUCTION)						
282691	WET PATCH & ENVIRONMENTAL FEE	12/12/22	12-22			416.93	.00	416.93
		12/21/22	06-23					
Check #.: 052824 Check Date.: 12/21/22		Vendor I.D.: MAX01 (MAXIMUM SECURITY SYSTEMS)						
34258	PROF. SERVICES QTRLY MONITORING SERVICE	12/15/22	12-22			60.00	.00	60.00
		12/21/22	06-23					
Check #.: 052825 Check Date.: 12/21/22		Vendor I.D.: MEN02 (MENDES SUPPLY COMPANY)						
061365	BLACK LINER 55 GALLON	12/12/22	12-22			166.39	.00	166.39
		12/21/22	06-23					
Check #.: 052826 Check Date.: 12/21/22		Vendor I.D.: OFF05 (OFFICE DEPOT, INC.)						
C21220	INVOICES 220532378001,270238081001,270897935001	12/20/22	12-22	A		57.15	.00	57.15
		12/21/22	06-23					
Check #.: 052827 Check Date.: 12/21/22		Vendor I.D.: SAC08 (SACRAMENTO VALLEY MIRROR)						
1152	LEGAL ADVERTISING -UP 22-05, 22-07, 22-04, 22-08	12/11/22	12-22	A		196.80	.00	196.80
		12/21/22	06-23					
1153	LEGAL ADVERTISING - JACK IN THE BOX & GENERAL PLAN	12/11/22	12-22	A		184.50	.00	184.50
		12/21/22	06-23					
1164	CANCELLATION GPA 22-01	12/16/22	12-22	A		49.20	.00	49.20
		12/21/22	06-23					
** Vendor's Subtotal						430.50	.00	430.50

REPORT.: Dec 21 22 Wednesday
 RUN.: Dec 21 22 Time: 09:02
 Run By.: Katie Butler

CITY OF WILLOWS
 Automatic Check Listing/Update
 Control Date.: 12/21/22 Cash Account No.: 000 1045

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

Invoice	No	Description	Invoice	Actual	G/L	Account	No	Gross	Discount	Net
			Date	Period						
			Check #.: 052828	Check Date.: 12/21/22	Vendor I.D.: SEV00	(INFRAMARK, LLC)				
86399		SERVICES PROVIDED FOR THE MONTH OF DEC 2022	12/02/22	12-22				65381.82	.00	65381.82
			12/21/22	06-23						
			Check #.: 052829	Check Date.: 12/21/22	Vendor I.D.: SWR01	(SWRCB FEES)				
0216944		STATE WATER RESOURCES CONTROL- ANNUAL PERMIT	12/08/22	12-22 A				10223.00	.00	10223.00
			12/21/22	06-23						
			Check #.: 052830	Check Date.: 12/21/22	Vendor I.D.: WIL00	(WILLOWS AUTOMOTIVE)				
1047		SMOG CHECK FOR 2000 AND NEWER	12/05/22	12-22				51.75	.00	51.75
			12/21/22	06-23						
			Check #.: 052831	Check Date.: 12/21/22	Vendor I.D.: WIL17	(WILLDAN)				
713686		FOR PROFESSIONAL SERVICES THROUGH 11/25/2	12/09/22	12-22				10859.17	.00	10859.17
			12/21/22	06-23						
			Check #.: 052832	Check Date.: 12/21/22	Vendor I.D.: WILHD	(WILLOWS HARDWARE, INC.)				
273842		SLOAN REPAIR	12/14/22	12-22 A				77.20	.00	77.20
			12/21/22	06-23						
			Check #.: 052833	Check Date.: 12/21/22	Vendor I.D.: WILHI	(WILLOWS ACE HARDWARE)				
90769		CONTRACTOR BAGS 42G 40PK	12/14/22	12-22				26.80	.00	26.80
			12/21/22	06-23						
			Check #.: 052834	Check Date.: 12/21/22	Vendor I.D.: WILHM	(WILLOWS UNIFIED SCHOOL DISTRICT)				
2300063		PAINT FOR SOCCER FIELDS AND LABOR	12/08/22	12-22				680.66	.00	680.66
			12/21/22	06-23						
** Total Checks Paid ----->								123375.19	.00	123375.19

REPORT, Dec 21 22 Wednesday
 RUN... Dec 21 22 Time: 09:02
 Run By: Katie Butler

CITY OF WILLOWS
 Automatic Check Listing/Update
 General Ledger Accounts Summary for December 21, 2022
 Accounting Period is December, 2022

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

G/L Account No	Total Amount	Extension	FUND Description	ACCT Description	DEPT Description
000 1045	-123375.19	-123375.19	Cash Clearing	Umpqua Bank-General	Checking
301 2400	40840.55	-82534.64	General	Accounts Payable	
318 2400	77612.96	-4921.68	Sewer Maint.	Accounts Payable	
325 2400	113.50	-4808.18	Water Enterpris	Accounts Payable	
350 2400	41.25	-4766.93	Northnet-Train	Accounts Payable	
372 2400	416.93	-4350.00	Gas Tax 2103	Accounts Payable	
440 2400	4350.00	.00	USDA RDBG Grant	Accounts Payable	



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

Willows City Council Draft Action Meeting Minutes January 24, 2023

Agenda Item #6b

City Council

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

City Manager

Marti Brown

City Clerk

Louis Ósémwegie

1. **CALL TO ORDER – 6:00 PM**

2. **PLEDGE OF ALLEGIANCE**

Mayor Thomas and Vice Mayor Vodden; Councilmembers Hansen, Williams, and Hofhenke, with Officers of the Glenn County Sheriff's Department, led the Pledge of Allegiance.

3. **ROLL CALL**

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

4. **CHANGES TO THE AGENDA**

Councilmember Williams pulled agenda Item 5a (Register Approval), to after Item 7e for discussion.

Passed a motion to approve proposed changes to the agenda.

Moved/Seconded: Councilmembers Williams and Hofhenke.

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

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

Consent Calendar:

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

Moved/Seconded: Councilmember Hansen and Vice Mayor Vodden.

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

b. **Minutes Approval**

Action: Approved minutes of the January 10, 2023, City Council meeting.

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

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

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

Action: Adopted Resolution No. 60-2023 amending the City of Willows Conflict-of-Interest Code, Administrative Policy 5-1.

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

Action: Adopted Resolution No. 61-2023 authorizing the City Manager, or her designee, to execute a contract amendment with Coastland Civil Engineering to provide design services for the 2022-23 Annual Pavement Rehabilitation Project.

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

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

PRESENTATION

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

Public comment:

Mike Murray, Resident
Rebecca Smith, Resident
Kenneth Green, Resident
Steve Marks, Resident
Paul David, Resident
Stacey Allison, Resident
Katie Jarvis, Resident

Mayor Thomas read Ryan Elliot's letter for the record. (See Attachment 1)

Action: Received the Barn Project Presentation by the Willows Unified School District and Future Farmers of America, (FFA), and provided direction to staff.

Moved/Seconded: No motion was required. There were no votes cast.

b. Annual Fire Department Presentation

Action: Received the Annual Fire Department presentation and provided feedback.

Moved/Seconded: No motion was required. There were no votes cast.

6. DISCUSSION & ACTION CALENDAR

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

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

Public comment:

Doug Ross, Valley Mirror.

Moved/Seconded: Councilmembers Hansen and Williams.

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

b. Urgent South Tehama Street Bridge Repair Project

Action: Adopted Resolution No. 63-2023 authorizing the City Manager, or her designee, to execute a contract with the low bidder, (announced at the City Council meeting) for the Tehama Street Bridge Urgent Repair Project and established a not to exceed budget for the overall project.

Moved/Seconded: Vice Mayor Vodden and Councilmember Hofhenke.

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

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

Action: Adopted Resolution No. 64-2023 and adopted the updated salary schedules for all authorized full-time job classifications (Exhibit A).

Moved/Seconded: Councilmember Hansen and Vice Mayor Vodden.

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

Noes: Councilmember Williams.

Abstain: None.

Absent: None.

d. Swimming Pool Steering Committee.

Public comments:

Sharon Ponciano

Action: Established no time frame for a structure for appointing members of the public to a Swimming Pool Steering Committee to research options for renovating the City's existing swimming pool and/or fundraising for a new swimming pool and other associated structures.

Moved/Seconded: No motion was required. There were no votes cast.

e. Re-Open City Hall on Fridays

Public comments:

Robert Wise

Action: Authorized the City Manager to implement action to Re-Open City Hall on Fridays reestablished the Re-Opening of City Hall on Fridays.

Moved/Seconded: Vice Mayor Vodden and Councilmember Hofhenke.

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

f. Register Approval

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

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

7. COMMENTS & REPORTS

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

8. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation

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

Action: No reportable action.

9. ADJOURNMENT – 8:49 PM

Dated: February 3, 2023

Louis Ósémwegie, City Clerk

Ryan Elliott
301 North Murdock Avenue
Willows, CA 95988

January 22, 2023

Willows City Council
201 North Lassen Street
Willows, CA 95988

Dear Sirs,

I would like to comment on the proposal which is being brought forth by Willows Unified School District for a conditional exemption to zoning ordinances to allow livestock to be kept at Willows High School.

As a local resident, I am concerned that this project will impact local residences by breeding flies and adding the smell of manure to the neighborhood. Willows Municipal Code Section 6.05.130 declares that keeping livestock in the city is an unlawful nuisance because when this ordinance was passed it was well understood that the presence of livestock has negative impacts to residential areas.

While the school district intends to minimize the presence of flies and the odor of animals with a fly control system and regular cleaning, I believe it is unreasonable to expect that on a warm spring day the residents downwind of this facility would not be able to smell a barn full of livestock.

I believe this project would have a negative impact on nearby property values. People do not want to purchase a home within city limits next to a barn which smells like manure.

On January 21, 2023 I used Zillow.com to compile a list of the estimated property values for all homes within 500 feet of this project. Attached you will find a map showing the project site with outlines showing which homes fall within 300 and 500 feet of the project. You will also find two spreadsheets providing different cost scenarios.

Scenario 1 assumes a 5% loss to the value of homes within 300 feet and a loss of 2% to residences falling between 300 and 500 feet of the project. This loss adds up to \$334,380.

Scenario 2 shows losses of 10% and 5%, respectively. Under Scenario 2 the cost would be \$724,767.

I am not a real estate appraiser. I'm not trying to declare what the actual costs to residents would be. I am simply pointing out that the cost will be something other than zero. Losses of only a few percent, when spread across many homes, would be a substantial impact.

Note that there are other non-residential buildings that fall within these distances which would be impacted by the presence of livestock. One of these buildings happens to be our City Hall.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "R. Elliott". The signature is written in dark ink and is positioned above the printed name.

Ryan Elliott

Scenario 1: 5% loss within 300 feet, 2% loss between 300 and 500 feet

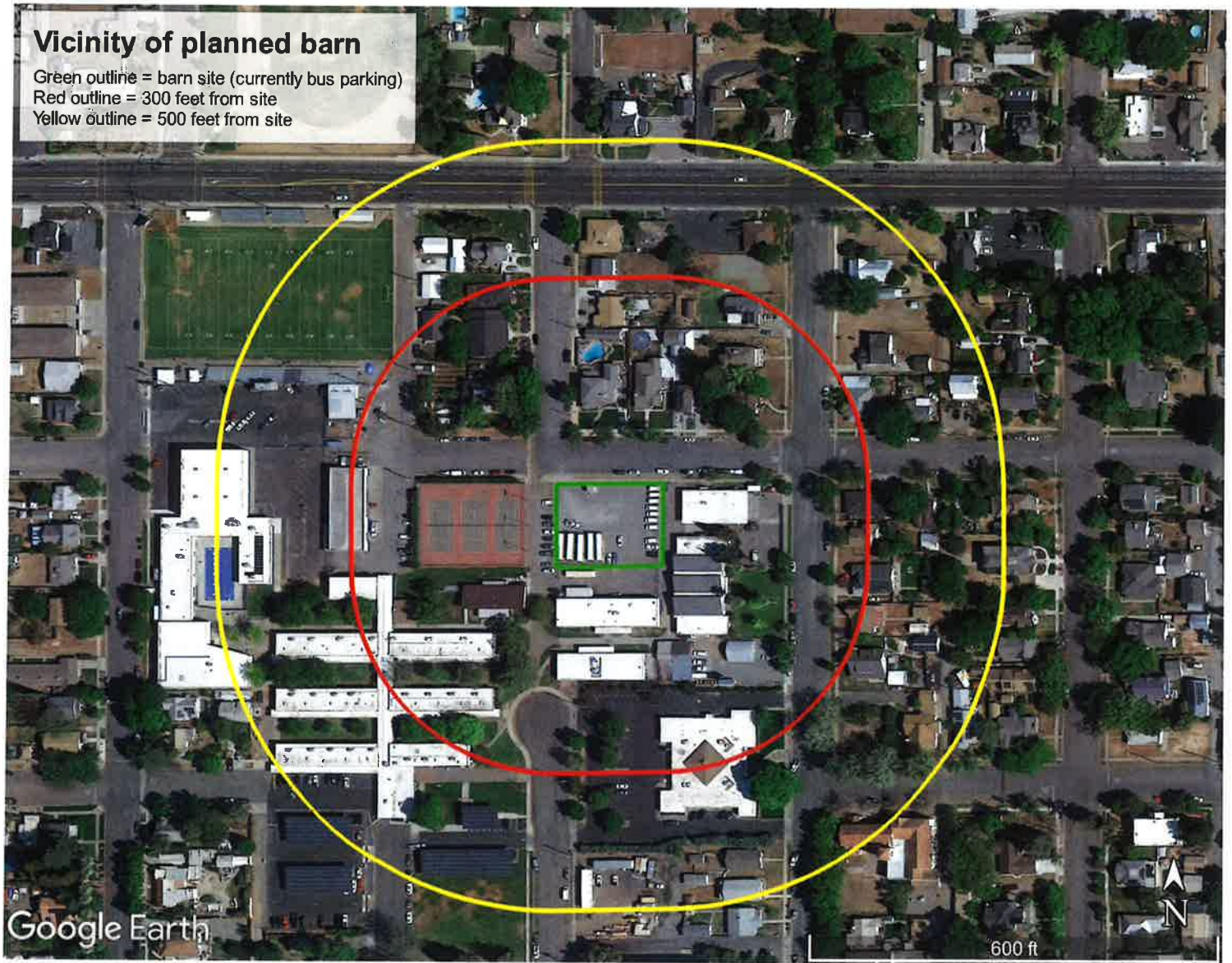
Address	Current value	Within distance of	Percentage of value lost	Drop in value
222 N Lassen Street	\$302,400	300 feet	5%	\$15,120
232 N Lassen Street	\$265,000	300 feet	5%	\$13,250
240 N Lassen Street	\$267,800	300 feet	5%	\$13,390
246 N Lassen Street	\$197,600	300 feet	5%	\$9,880
301 N Murdock Avenue	\$256,300	300 feet	5%	\$12,815
309 N Lassen Street	\$149,612	300 feet	5%	\$7,481
316 N Lassen Street	\$235,400	300 feet	5%	\$11,770
317 N Lassen Street	\$263,000	300 feet	5%	\$13,150
321 N Murdock Avenue	\$501,700	300 feet	5%	\$25,085
327 N Lassen Street	\$255,800	300 feet	5%	\$12,790
336 N Murdock Avenue	\$288,900	300 feet	5%	\$14,445
337 N Murdock Avenue	\$238,700	300 feet	5%	\$11,935
443 W Willow Street	\$282,900	300 feet	5%	\$14,145
444 W Willow Street	\$260,600	300 feet	5%	\$13,030
531 W Willow Street	\$247,200	300 feet	5%	\$12,360
545 W Willow Street	\$434,400	300 feet	5%	\$21,720
153 N Lassen Street	\$200,900	500 feet	2%	\$4,018
217 N Plumas Street	\$220,000	500 feet	2%	\$4,400
225 N Plumas Street	\$202,200	500 feet	2%	\$4,044
235 N Plumas Street	\$386,100	500 feet	2%	\$7,722
245 N Plumas Street	\$310,800	500 feet	2%	\$6,216
257 N Plumas Street	\$396,900	500 feet	2%	\$7,938
307 N Plumas Street	\$112,339	500 feet	2%	\$2,247
315 N Plumas Street	\$267,900	500 feet	2%	\$5,358
333 N Plumas Street	\$327,100	500 feet	2%	\$6,542
338 N Lassen Street	\$170,200	500 feet	2%	\$3,404
338 N Marshall Avenue	\$102,000	500 feet	2%	\$2,040
339 N Murdock Avenue	\$208,400	500 feet	2%	\$4,168
417 W Walnut Street	\$276,500	500 feet	2%	\$5,530
417 W Willow Street	\$280,900	500 feet	2%	\$5,618
423 W Willow Street	\$163,600	500 feet	2%	\$3,272
426 W Willow Street	\$268,300	500 feet	2%	\$5,366
427 W Walnut Street	\$336,000	500 feet	2%	\$6,720
463 W Wood Street	\$302,800	500 feet	2%	\$6,056
530 W Wood Street	\$214,778	500 feet	2%	\$4,296
537 W Wood Street	\$435,700	500 feet	2%	\$8,714
611 W Wood Street	\$417,300	500 feet	2%	\$8,346

Total \$334,380

Scenario 2: 10% loss within 300 feet, 5% loss between 300 and 500 feet

Address	Current value	Within distance of	Percentage of value lost	Drop in value
222 N Lassen Street	\$302,400	300 feet	10%	\$30,240
232 N Lassen Street	\$265,000	300 feet	10%	\$26,500
240 N Lassen Street	\$267,800	300 feet	10%	\$26,780
246 N Lassen Street	\$197,600	300 feet	10%	\$19,760
301 N Murdock Avenue	\$256,300	300 feet	10%	\$25,630
309 N Lassen Street	\$149,612	300 feet	10%	\$14,961
316 N Lassen Street	\$235,400	300 feet	10%	\$23,540
317 N Lassen Street	\$263,000	300 feet	10%	\$26,300
321 N Murdock Avenue	\$501,700	300 feet	10%	\$50,170
327 N Lassen Street	\$255,800	300 feet	10%	\$25,580
336 N Murdock Avenue	\$288,900	300 feet	10%	\$28,890
337 N Murdock Avenue	\$238,700	300 feet	10%	\$23,870
443 W Willow Street	\$282,900	300 feet	10%	\$28,290
444 W Willow Street	\$260,600	300 feet	10%	\$26,060
531 W Willow Street	\$247,200	300 feet	10%	\$24,720
545 W Willow Street	\$434,400	300 feet	10%	\$43,440
153 N Lassen Street	\$200,900	500 feet	5%	\$10,045
217 N Plumas Street	\$220,000	500 feet	5%	\$11,000
225 N Plumas Street	\$202,200	500 feet	5%	\$10,110
235 N Plumas Street	\$386,100	500 feet	5%	\$19,305
245 N Plumas Street	\$310,800	500 feet	5%	\$15,540
257 N Plumas Street	\$396,900	500 feet	5%	\$19,845
307 N Plumas Street	\$112,339	500 feet	5%	\$5,617
315 N Plumas Street	\$267,900	500 feet	5%	\$13,395
333 N Plumas Street	\$327,100	500 feet	5%	\$16,355
338 N Lassen Street	\$170,200	500 feet	5%	\$8,510
338 N Marshall Avenue	\$102,000	500 feet	5%	\$5,100
339 N Murdock Avenue	\$208,400	500 feet	5%	\$10,420
417 W Walnut Street	\$276,500	500 feet	5%	\$13,825
417 W Willow Street	\$280,900	500 feet	5%	\$14,045
423 W Willow Street	\$163,600	500 feet	5%	\$8,180
426 W Willow Street	\$268,300	500 feet	5%	\$13,415
427 W Walnut Street	\$336,000	500 feet	5%	\$16,800
463 W Wood Street	\$302,800	500 feet	5%	\$15,140
530 W Wood Street	\$214,778	500 feet	5%	\$10,739
537 W Wood Street	\$435,700	500 feet	5%	\$21,785
611 W Wood Street	\$417,300	500 feet	5%	\$20,865

Total \$724,767





Date: February 14, 2023

To: Honorable Mayor and Councilmembers

From: Pat Piatt, Community Development and Services Director
Marti Brown, City Manager

Subject: Acquisition of a new ¾ Ton Flat Bed Pickup

Recommendation:

Per the approved budget, authorize purchasing flexibility of a ¾ ton truck during a time of continued supply chain issues; and allow staff to purchase a truck that satisfies the needs of the Department as soon as possible without soliciting three competitive bids per the Municipal Code.

Rationale for Recommendation:

Purchasing equipment and apparatus that are limited in supply due to supply chain demands and inventory has proven to be extremely difficult given the City's purchasing policy and the delays it induces. By making a commitment to purchase a vehicle once located, the City will have increased opportunity to make a purchase that meets the City's needs as quickly as possible and before it is sold to another municipality or company.

Background:

On June 27, 2022, Council approved the Fiscal Year 2022-23 Operating Budget, which included replacement vehicle expenditures. As part of the FY 2022-23 Capital Outlay Budget, City Council approved \$60,000 for the purchase and outfitting of a new ¾ ton, flat bed, utility truck chassis to replace another PW vehicle, which was removed from service in 2022. Funding for this purchase has been allocated from the General Fund (60%) and from the Sewage Enterprise fund (40%).

Per the City of Willows Municipal Code (3.05.090) all purchases that exceed the \$5,000 signing authority of the City Manager must be publicly noticed. On January 7, 2023, a public notice was placed for quotes with a deadline of January 19, 2023, at 4:00 pm. Staff made direct requests to dealers who stated they had suitable ¾ ton, dual truck chassis in stock and staff encouraged those dealers to submit a quote. At the close of the bidding period, only one quote had been submitted but the proposed vehicle was not adequate to meet the demands of the Public Works Department.

Discussion & Analysis:

To date, staff has made several attempts to locate a vehicle suitable for the needs of the Public Works Department. The sale of the prior PW vehicle (that the new truck will replace) was made with the assumption that a replacement vehicle would soon follow. However, supply chain demands and inventory shortages that began in 2020 and continue into 2023 have made it difficult to find a vehicle to purchase. Ordering a new vehicle through the State of California's bargaining program is not possible at this point as the narrow window of opportunity to place an order has closed. Even if the city had placed an order earlier, a vehicle would not be available until the fall of 2023. Due to the shortages, staff pivoted and turned their attention to shopping online and speaking directly with dealers. As a result of these efforts, staff located new, 2022 model year vehicles that meet the City's needs.

Additionally, the \$60,000 that was approved by Council for a new truck chassis and outfitting is not an adequate amount for the purchase and upfit of a bed with a lift. It is estimated that the cost of the chassis will be within the \$60,000 budgeted amount, but an additional \$20,000 will be necessary for the upfitting. The additional \$20,000 will be funded from cost savings realized by the purchase of the two side-by-side vehicles (that cost less than budgeted for), as well as the dump truck and/or backhoe that will likely need to be re-budgeted for in the Fiscal Year 2023-24 budget and will not be purchased in the current fiscal year.

Fiscal Impact:

There will be no impact to the FY 2022-23 budget as funds have been allocated in the adopted FY 2022-23 budget. Funding for this purchase have been allocated from the General Fund (60%) and from the Sewage Enterprise fund (40%).



Date: February 14, 2023

To: Honorable Mayor and Councilmembers

From: Pat Piatt, Community Development and Services Director
Marti Brown, City Manager

Subject: Acquisition of two (2) side-by-side Utility Vehicles

Recommendation:

Authorize the purchase of two (2) new side-by-side utility vehicles in accordance with the Willows Municipal Code for a total amount of \$23,395 (Attachment 1).

Rationale for Recommendation:

In the Fiscal Year 2022-23 Operating Budget, the need for two (2) new side-by-side utility vehicles for maintenance work in the City's parks was identified and the budget to acquire the vehicles was approved by the Council.

Background:

On June 27, 2022, Council approved the Fiscal Year 2022-23 Operating Budget, which included replacement vehicle expenditures. As part of the FY 2022-23 Operating Budget, City Council approved the purchase of two new side-by-side utility vehicles. The two side-by-side vehicles are primarily used in the parks. The smaller of the two is used for light duty hauling of sporting equipment for the set-up of activities through the Recreation Division and landscape materials for the Public Works Department and comes equipped with a lift bed. The larger vehicle will be used for towing a trailer equipped with a spray container.

Discussion & Analysis:

In accordance with the City's Municipal Code, a request for quotes was noticed on January 7, 2023. Interested parties were requested to submit quotes by January 19, 2023, at 4:00 pm, and four dealerships submitted proposals before the deadline. Quotes for the two vehicles were requested to be submitted separately to allow staff to select vehicles at the lowest price that met the City's needs. Work Play Powersports provided the lowest price for each of the requested vehicles for a total cost of \$23,395. A comparison of the quotes submitted by the three dealerships can be found in the table below.

Dealership	Vehicle with Lift Bed	Vehicle with Greater Towing Capacity
Work and Play Powersports	\$10,732	\$12,663
Northstate Powersports	\$11,809	\$13,128
Holt AG Solutions	\$12,737	\$15,562

Fiscal Impact:

The fiscal impact associated with the staff recommendation to purchase the two side-by-sides is \$23,395. In the budget, Council approved \$30,000 from the General Fund (60%) and from the Sewer Enterprise Fund (40%) in the Fiscal Year (FY) 2022-23 adopted budget. This represents a \$6,605 savings from the budgeted amount.

Attachments:

- Attachment 1: Dealer Quotes
- Attachment 2: Resolution XX-2023

Work & Play Powersports
 1200 Garden Hwy
 Yuba City, CA 95991
 530-673-5676
 www.workplaypower.com

**BILL OF SALE**

CITY OF WILLOWS

Phys Addr: 201 N. LASSEN ST WILLOWS, CA 95988
 Mail Addr:

H

W 530-934-7041 X102 C

Date 01/13/2023
 Deal No. 1008728
 Salesperson Saxon Winther

Lienholder NONE

Email PPIATT@CITYOFWILLOWS.ORG

Unit Information

N/U	Year	Make	Model	Model Name	Color	Serial Number (VIN)	Stock No.	Price
New	2022	HONDA	SXS520M2	PIONEER 520	RED	TBD	PIONEER520	\$8,949.00

Parts and Accessories:	Price	Qty	Ext Price
Manufacturer Retail Price			\$9,599.00
Less Dealer Discount			\$650.00
Dealer Price			\$8,949.00
Parts & Accessories			\$0.00
Accessory Installation Labor			\$0.00
Destination Charge			\$885.00
Dealer Prep / Set-up			\$0.00

Service Contract 0 Months \$0.00

Parts & Accessories Total \$0.00

Accessory Installation Labor:

Vehicle & Extras Subtotal	\$9,834.00
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Veh. & Ext. Subtotal - Net Trade)	\$9,834.00

Notes:

Vehicle Tax 7.250%	\$719.13
CA Tire Fee \$1.75 ea	\$7.00
License/Registration Fees	\$54.00
Electronic Filing fee	\$33.00
Document or Administration Fees	\$85.00

Trade Information:

Total Other Charges	\$898.13
Total Price (Net Sale + Other Charges)	\$10,732.13
Cash Down Payment	\$0.00

Cash Price/Amount to Finance \$10,732.13

***Monthly Payment of \$10,732.13 For 1 Months at 0.00% Interest**

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement. (4) I hereby assign any rebate due me to the selling dealer.

NO COOLING OFF PERIOD: California law does not provide for a "Cooling Off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you changed your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud.

NOTE: Fees are charged for all service work. Routine maintenance is Owner's responsibility. FEES: Credit/debit cards subject to 3% processing fee.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

USED PURCHASES: No warranty or guarantee is expressed or implied on used purchases. All used equipment is sold "as is" and without guarantee as to condition performance, year, model, unless otherwise specified in writing.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

Work & Play Powersports
1200 Garden Hwy
Yuba City, CA 95991
530-673-5676
www.workplaypower.com



BILL OF SALE

CITY OF WILLOWS

Phys Addr: 201 N. LASSEN ST WILLOWS, CA 95988
Mail Addr:

H

W 530-934-7041 X102 C

Date 01/13/2023
Deal No. 1008727
Salesperson Saxon Winther

Lienholder NONE

Email PPIATT@CITYOFWILLOWS.ORG

Unit Information

N/U	Year	Make	Model	Model Name	Color	Serial Number (VIN)	Stock No.	Price
New	2022	HONDA	SXS700M2LN	PIONEER 700	GREEN	1HFVE0222N4800018	HU800018	\$10,449.00

Parts and Accessories:	Price	Qty	Ext Price	Manufacturer Retail Price	
				Less Dealer Discount	\$11,099.00
				Dealer Price	\$650.00
				Parts & Accessories	\$10,449.00
				Accessory Installation Labor	\$0.00
				Destination Charge	\$0.00
				Dealer Prep / Set-up	\$1,185.00
					\$0.00

Service Contract 0 Months \$0.00

Parts & Accessories Total \$0.00

Accessory Installation Labor:

Vehicle & Extras Subtotal	\$11,634.00
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Veh. & Ext. Subtotal - Net Trade)	\$11,634.00

Vehicle Tax 7.250%	\$849.63
CA Tire Fee \$1.75 ea	\$7.00
License/Registration Fees	\$54.00
Electronic Filing fee	\$33.00
Document or Administration Fees	\$85.00

Total Other Charges	\$1,028.63
Total Price (Net Sale + Other Charges)	\$12,662.63
Cash Down Payment	\$0.00

Cash Price/Amount to Finance \$12,662.63

***Monthly Payment of \$12,662.63 For 1 Months at 0.00% Interest**

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement. (4) I hereby assign any rebate due me to the selling dealer.

NO COOLING OFF PERIOD: California law does not provide for a "Cooling Off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you changed your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud.

NOTE: Fees are charged for all service work. Routine maintenance is Owner's responsibility. FEES: Credit/debit cards subject to 3% processing fee.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

USED PURCHASES: No warranty or guarantee is expressed or implied on used purchases. All used equipment is sold "as is" and without guarantee as to condition performance, year, model, unless otherwise specified in writing.

Customer Signature _____

Dealer Signature _____

Thank You for Your Business!



11096 Midway
Chico, CA 95928
(530) 342-4216

Quote

Date
01/11/2023

Deal #
2537

Salesperson
Wyatt Price

Buyer: City of Willows
201 N Lassen St
Willows, CA 95988

Co-Buyer:

npfyl@cityofwillows.org

Major Unit:

Stock #	Year	Make	Model	VIN#	Color	DSP
	2022	Honda	Pioneer 520		Red	9,599.00

Lien Holder:

Trade-In:

Stock #	Year	Make	Model	Vin #	Allowance	Pay-Off
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Payments

Vehicle Price:	\$9,599.00
Freight:	\$870.00
Set-Up:	\$400.00
Other:	\$0.00
Sub-Total:	\$10,869.00
Warranty:	\$0.00
Pre-Paid Maint:	\$0.00
Total Loss & Prot:	\$0.00
GAP:	\$0.00
P & A Total:	\$0.00
Inst. P & A Total:	\$0.00
Labor Total:	\$0.00
Sales Tax:	\$0.00
License/Reg. Fees:	\$61.00
Doc Fee:	\$85.00
Sales Tax:	\$794.16
Sub-Total:	\$11,809.16
Trade-In Amount:	
Rebate/Incentives:	\$0.00
Payments:	
Balance Due:	\$11,809.16

Buyer: _____ Date: 01/11/2023

Co-Buyer: _____ Date: 01/11/2023

Dealer:  Date: 01/11/2023

northstatepowersports.com



11096 Midway
Chico, CA 95928
(530) 342-4216

Quote

Date
01/06/2023

Deal #
2532

Salesperson
Wyatt Price

Buyer: City of Willows
201 N Lassen St
Willows, CA 95988

Co-Buyer:

npfyl@cityofwillows.org

Major Unit:

Stock #	Year	Make	Model	VIN#	Color	DSP
	2023	Honda	Pioneer 700		Olive	11,799.00

Lien Holder:

Trade-In:

Stock #	Year	Make	Model	Vin #	Allowance	Pay-Off
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Payments

Vehicle Price: \$11,799.00

Freight: \$300.00

Set-Up: \$0.00

Other: \$0.00

Sub-Total: \$12,099.00

Warranty: \$0.00

Pre-Paid Maint: \$0.00

Total Loss & Prot: \$0.00

GAP: \$0.00

P & A Total: \$0.00

Inst. P & A Total: \$0.00

Labor Total: \$0.00

Sales Tax: \$0.00

License/Reg. Fees: \$61.00

Doc Fee: \$85.00

Sales Tax: \$883.34

Sub-Total: \$13,128.34

Trade-In Amount: _____

Rebate/Incentives: \$0.00

Payments: _____

Balance Due: \$13,128.34

Buyer: _____ Date: 01/06/2023

Co-Buyer: _____ Date: 01/06/2023

Dealer:  _____ Date: 01/06/2023

northstatepowersports.com



Jan 18, 2023

CITY OF WILLOWS

Account # CITYO58

201 N LASSEN ST

WILLOWS, California 95988

Attention: **STEVE ABOLD**

New Kubota Model: RTV-X900WH KUBOTA BRAND EQUIPMENT with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: **G016649**

SERIAL NUMBER:

YEAR:

SMU:

ADDITIONAL SPECIFICATIONS

Reference #	Description of Material and Equipment	Reference #	Description of Material and Equipment
RTV-X900W-H	UV WORKSITE W/ HDWS TIRES		Load Capacity; 1102 lbs
	Kubota Water Cooled Diesel Engine (898cc)		Hydraulic Cargo Bed Dump Kit
	Tow Capacity; 1300 lbs		

WARRANTY INFORMATION

Sell Price	\$15,562.14
Net Balance Due	\$15,562.14
After Tax Balance	\$15,562.14

F.O.B/TERMS: HAS - WILLOWS

This quote is good for (30) days. Any machine quoted outside of HOLT AG SOLUTIONS inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT AG SOLUTIONS Dealership territory for two years or unless the machine has at least 1000 hours .

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AG SOLUTIONS AND EXECUTED BY ITS OFFICE. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THE AGREEMENT.

Accepted by _____
(Please Print)

Date, _____

Signature _____

Sincerely,

Eric Peters

Machine Sales Representative



Jan 18, 2023

CITY OF WILLOWS

Account # CITYO58
 201 N LASSEN ST
 WILLOWS, California 95988

Attention: STEVE ABOLD

New Kubota Model: RTV520EV-H KUBOTA BRAND EQUIPMENT with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: **G016747** SERIAL NUMBER: YEAR: SMU:

ADDITIONAL SPECIFICATIONS

Reference #	Description of Material and Equipment	Reference #	Description of Material and Equipment
RTV520EV-H	V ORANGE W/HDWS (EV)		Load Capacity; 441 lbs
	Kubota Water Cooled Gasoline Engine (514cc)		11958 Electric Bed Lift Kit
	Tow Capacity; 1168 lbs		

WARRANTY INFORMATION

Standard Warranty: 12 months / unlimited hours

Sell Price	\$12,736.76
Net Balance Due	\$12,736.76
After Tax Balance	\$12,736.76

F.O.B/TERMS: HAS - WILLOWS

This quote is good for (30) days. Any machine quoted outside of HOLT AG SOLUTIONS inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT AG SOLUTIONS Dealership territory for two years or unless the machine has at least 1000 hours . THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AG SOLUTIONS AND EXECUTED BY ITS OFFICE. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THE AGREEMENT.

Accepted by _____ Date, _____
 (Please Print)

Signature _____

Sincerely,
 Eric Peters



**City of Willows
Resolution xx-2023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA,
AUTHORIZING THE PURCHASE OF TWO NEW SIDE-BY-SIDE UTILITY VEHICLES IN ACCORDANCE
WITH THE ATTACHED QUOTES, FOR A TOTAL AMOUNT OF \$23,395 (ATTACHMENT 1).**

WHEREAS, the City Council of the City of Willows adopted the budget for Fiscal Year 2022-23 on June 27, 2022; and

WHEREAS, the purchase of two side by side utility vehicles were approved for a cost of \$30,000 as part of the City's Capital Outlay; and

WHEREAS, staff has determined that Work and Play Powersports has provided a quote for two vehicles that satisfy the City's needs and was found to be the lowest bidder.

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

1. The above recitals are true and correct and are hereby incorporated into this Resolution as findings of the City Council of the City of Willows.

2. This is not a project and is therefore categorically exempt from CEQA.

3. The City hereby finds the quote by Work and Play Powersports for two side by side utility vehicles to be the lowest responsive quote, and waives any irregularities in such quote in accordance with applicable law.

4. The City Manager is hereby authorized and directed to purchase two new side by side utility vehicles from Work and Play Powersports for the amount of \$23,395.

5. This Resolution shall become effective immediately.

11. All portions of this resolution are severable. Should any individual component of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining resolution portions shall be and continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Willows hereby declares that it would have adopted this Resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more section subsection, clause sentence, phrase or other portion may be held invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council on this 14th day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Richard Thomas, Mayor

Louis Osemwegie, City Clerk



Date: February 14, 2023

To: Honorable Mayor and City Councilmembers

From: Patrick Piatt, Community Development & Services Director
Marti Brown, City Manager

Subject: Landscaping and Lighting Special Assessment District

Recommendation:

Adopt the Resolution appointing Coastland Civil Engineering as the Engineer of Work for the City of Willows Landscaping and Lighting Special Assessment District; and direct the preparation of the Annual Engineer's Report for FY 2023-24.

Rationale for Recommendation:

The Landscaping and Lighting Act of 1972 requires an Annual Engineer's Report be produced for all Landscaping and Lighting Districts to authorize a levy and collection of assessments to pay for improvements identified in the Report.

Background:

The Willows Landscaping and Lighting Special Assessment District ("District") was initially formed by the City in 2005 in accordance with the Landscaping and Lighting Act of 1972 ("Act") to pay for costs associated with maintaining landscaping and maintenance in the Birch Street Village subdivision. This portion of the district is known as Zone A. In FY 2012-13, Zone B was created to fund the streetlights and traffic signals associated with the Walmart development. In FY 2019-20, Zone C was created to fund landscape maintenance, weed abatement, and lighting improvements associated with the South Willows Commercial and Industrial Center development.

Discussion & Analysis:

The Landscaping and Lighting Act of 1972 requires that the City undertake certain proceeding for any fiscal year in which assessments are to be levied and collected. These proceedings are typically accomplished at three separate Council meetings with the following actions:

1. Adopt a resolution appointing the Engineer of Work and directing the preparation of the Annual Engineer's Report.

2. Approve the Engineer's Report, declare the City Council's intent to levy assessments and set a date for a public hearing.
3. Conduct a public hearing and authorize the levying and collection of assessments for the upcoming fiscal year.

The attached resolution begins the proceeding for the FY 2023-24. The Engineer's Report will analyze the anticipated costs and determine the corresponding assessments amounts. The City Council can make changes to the Engineer's Report once it has been prepared and filed. The Engineer's Report should be approved by the City no later than the end of June of each year so that the information can be transmitted to the County for the inclusion on the tax rolls. The County requires that all information be correctly transmitted no later than August 10 of each year. To meet this schedule and comply with the regulations of the Streets and Highways Code for this type of Assessment District, the assessment engineering process should begin now.

Fiscal Impact:

None; costs associated with the Annual District Assessment Engineering Services are covered expenses by the assessments ultimately levied.

Attachment:

- Attachment 1: Resolution XX-2023



**City of Willows
Resolution xx-2023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA,
APPOINTING COASTLAND CIVIL ENGINEERING AS THE ENGINEER OF WORK
FOR THE CITY OF WILLOWS LANDSCAPING AND LIGHTING SPECIAL
ASSESSMENT DISTRICT, AND DIRECTING THE PREPARATION OF THE
ANNUAL ENGINEER'S REPORT FOR FY 2023-24**

WHEREAS, the City Council adopted Resolution #22-2005 on October 11, 2005, authorizing the formation of the Assessment District to levy and collect assessments pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, the City Council intends to levy and collect assessments within the Assessment District during FY 2023-24, located in the City of Willows, Glenn County; and

WHEREAS, pursuant to Section 22622 of the Streets and Highways Code, the City Council must annually appoint the Engineer of Work and direct the preparation and filing of the annual Engineer's Report in order to levy and collect assessments on any following fiscal year; and

WHEREAS, Coastland Civil Engineering, serves in the capacity of City Engineer and has demonstrated the expertise necessary to prepare the annual Engineer's Report.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Willows does hereby appoint Coastland Civil Engineering as the Engineer of Work for the City of Willows Landscaping and Lighting Special Assessment District and is hereby directed to prepare and to file the Annual Engineer's Report showing any changes, pursuant to Section 22622 of the Streets and Highways Code.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council on this 14th day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Richard Thomas, Mayor

Louis Osemwegie, City Clerk

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PUBLIC HEARING



Date: February 14, 2023

To: Honorable Mayor and Councilmembers

From: Karen Mantele, Principal Planner
Marti Brown, City Manager

Subject: Approval of Cannabis Business License for Sundial Collective Willows

Recommendation:

Adopt the attached resolution issuing a business license to Sundial Collective Willows.

Rationale for Recommendation:

The Willows Municipal Code (Chapter 9.20.071(3)) requires that the City Council review and approve the business license for any Cannabis dispensaries within the city limits.

Background:

On November 28, 2017, the Willows City Council adopted a Cannabis Ordinance (#736-2017) to facilitate the approval, regulation, and operation of cannabis businesses. This ordinance, as chaptered in the Willows Municipal Code ("WMC") along with State laws and regulations imposes strict zoning, security, and operational requirements on cannabis dispensaries.

Thereafter, on November 28, 2017, the Willows City Council adopted a resolution (#32-2017) allowing up to two (2) commercial retail cannabis dispensaries within the City.

On April 27, 2022, a Request for Proposals (RFP) for applications for a Cannabis Retail Dispensary Permit was publicly released (and a list of interested individuals who had contacted the city for this notice) with a submittal deadline of June 1, 2022. The RFP sought applications from individuals and companies, who wished to develop and operate a cannabis retail dispensary facility in Willows. Any cannabis business seeking a Dispensary/Retailer permit had to participate in a competitive RFP process to obtain a permit. There were several inquiries during the process; however, by the end of the RFP submittal period on June 1 only one proposal with a Phase 1 application was received; that was from Sundial Collective Willows.

The Phase 1 application and submittals was reviewed to determine completeness. That was achieved and Sundial Collective was notified by the City Manager on June 29, 2022, that they could proceed forward to the next Phase. Subsequently, a Phase 2 application was submitted and reviewed by Staff and on October 17, 2022, the applicant was notified that the Phase 2 submittal was determined to be complete, and they could proceed to the use permit stage. Staff brought forth a use permit application to the Planning Commission at their December 14, 2022, regular meeting for review and consideration. The Commission adopted a resolution by a 5/0 vote granting the Use Permit (Attachment 1).

As part of the overall approval process, the City Council must also approve the dispensaries business license. WMC Chapter 9.20.070 sets out conditions upon which a business license can be issued. Chapter 9.20.070(5) specifically states *Every licensee shall hold a use permit issued authorizing the retail/dispensary sales of cannabis and cannabis products within the city of Willows.* WMC Chapter 9.20.070(7) states *For the convenience and efficiency of both the applicant and the city, applications for retail/dispensary cannabis business licenses shall be processed in three phases: (a) a preliminary application intended to confirm the eligibility and suitability of the applicant(s) as determined in the sole discretion of the city of Willows; (b) significant information about the proposed site of the business, proposed operations, security and other detailed business operations; and (c) final consideration and approval/disapproval by the City Council.*

Additionally, WMC Chapter 9.20.071(3) states: Review by City Council. When the City Manager has determined that the application is complete, including the issuance of a Conditional Use Permit, the City Manager shall have the application placed on the next available meeting agenda of the city council. The City Council shall, in its sole discretion: Require any additional information deemed necessary or appropriate for consideration of issuance of the license; or Deny the application and state the grounds therefor; or by resolution, vote to issue the license, subject to any reasonable conditions imposed by the city council, upon.

Discussion & Analysis:

Sundial Collective Willows has complied with all the requirements of WMC Chapter 9.20.070(5) and (7) albeit final consideration by the City Council; and has met 9.20.71(3)(a) by obtaining approval for a Use Permit from the Planning Commission. Hereafter, the Council has the final discretion per Chapter 9.20.071(3) to review the request for a cannabis business license from Sundial Collective Willows in order for them to proceed forward with their project.

Fiscal Impact:

There is no fiscal impact to the city.

Attachments:

- Attachment 1: Planning Commission Resolution
- Attachment 2: Draft Council Resolution XX-2023

PC RESOLUTION NO. 13-2022

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILLOWS GRANTING
USE PERMIT APPROVAL (FILE# UP-22-08) TO SUNDIAL COLLECTIVES WILLOWS LLC TO
ALLOW A RETAIL COMMERCIAL CANNABIS DISPENSARY AND DESIGN REVIEW
APPROVAL (FILE#DR-22-06) FOR NEW 9,510 SF RETAIL COMMERCIAL BUILDING AND
SITE IMPROVEMENTS FOR PROPERTY LOCATED AT 102 HARVEST DRIVE ASSESSORS
PARCEL NUMBER 017-350-008**

WHEREAS on October 24, 2022, after complete processing of Phase 1 and Phase 2 applications in response to the city's RFP solicitation for a retail commercial cannabis business license, an application was submitted by Sundial Collective Willows LLC requesting Use Permit approval to establish a commercial cannabis retail facility selling both medical and adult use cannabis products, and

WHEREAS City of Willows Municipal Code Section 9.20.070 allows for the commercial sale of cannabis and cannabis products for medical and nonmedical uses, subject to the conditions set forth in this code, and only in zones in which such sales are permitted uses pursuant to WMC Title 18; and

WHEREAS subject property is located within the CG/ML/PD zone, which requested use is allowed per Willows Municipal Code Section 18.60.030(11); and

WHEREAS the applicant has applied for Design Review approval for a new commercial retail facility with project site improvements; and

WHEREAS City of Willows Municipal Code Section 18.141 states that all new commercial buildings and improvements require Design Review approval, and,

WHEREAS notice of the Planning Commission meeting held on December 14, 2022 was published in a newspaper of general circulation in the City in accordance with law, and mailing to property owners within 400 feet were sent; and,

WHEREAS the Planning Commission did, on December 14, 2022, hold a public hearing to consider all public oral and written comments, letters and documents, staff reports, and all other documents and evidence which are a part of the Record; and,

WHEREAS, the Planning Commission has reviewed all evidence submitted in connection with the application, including public testimony, staff report, supporting documentation, City codes and regulations, and all other relevant documents and evidence which are part of the record of proceedings; and,

WHEREAS the Planning Commission finds that the proposal to allow the retail use on subject property has previously been analyzed under the California Environmental Quality Act (CEQA) pursuant to a July 29, 2009, adopted Mitigated Negative Declaration (MND) for the Tentative Map, and therefore no further environmental review is required; and

WHEREAS the previously adopted Mitigation Measures for the adopted MND and final conditions of approval for the Commercial/Industrial Map, shall apply to development on the subject property.

NOW, THEREFORE, BE IT RESOLVED, that after consideration of the reports, documents, testimony, and other materials presented, and pursuant to City Code Section 18.135 (Conditional Use Permit), the Planning Commission of the City of Willows finds and determines:

- A. That granting the use permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located, as conditions of approval shall provide standards to adhere to.
- B. That the proposed cannabis retail facility is consistent with the General Plan land use designation of Commercial/Industrial Combining Use designation, which designation provides for general commercial uses or light industrial uses.
- C. That on November 28, 2017, the Willows City Council adopted a Cannabis Ordinance (#736-2017) finding Cannabis Retail uses appropriate in areas designated as Commercial/Industrial Combining on the land use map.
- D. That the subject site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and with the absence of physical constraints as the proposed use (establish a retail commercial cannabis dispensary) is consistent with the purposes of the district in which the site is located (CG/ML/PD).
- E. That WMC Chapter 9.20.070(5) states that no license will be issued unless and until the applicant holds a use permit.
- F. That WMC Chapter 9.20.072(c)(1)-review by City Manager and forwarding to the City Council—shall take place after the approval of the use permit.

NOW THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Willows does hereby find that the Use Permit approval to establish a store front retail commercial cannabis dispensary for medical and adult use products, is consistent with the City of Willows Municipal Code, City of Willows General Plan and hereby approves Use Permit File#UP-22-08, and does hereby find that Design Review File#DR-22-06, for the new retail building and site improvements is consistent with the City of Willows Municipal Code, City of Willows General Plan and hereby approves Design Review request, subject to the attached conditions of approval set forth in Attachment #2.

IT IS HEREBY CERTIFIED that the foregoing Resolution was duly adopted at a regular public meeting of the Planning Commission of the City of Willows on Wednesday, the 14th day of December 2022 by the following vote, to wit:

AYES: Burt, Pride, Pellizzari, Woods, Bobadilla

NOES: 0

ABSTAIN: 0

ABSENT: 0

APPROVED:


Pedro Bobadilla, Chairperson

ATTEST:


Louis Osemwegie, Recording Secretary



**City of Willows
Resolution xx-2022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA,
ISSUING A BUSINESS LICENSE TO SUNDIAL COLLECTIVE WILLOWS**

WHEREAS City of Willows Municipal Code Section 9.20.070 allows for the commercial sale of cannabis and cannabis products for medical and nonmedical uses, subject to the conditions set forth in this code, and only in zones in which such sales are permitted uses pursuant to WMC Title [18](#) and adopted setback map; and

WHEREAS, subject property is located within the CG/ML/PD zone, which requested use is allowed per Willows Municipal Code Section 18.60.030(11), as Section 9.20.070(5) states that no license shall be issued if the cannabis activity is not a permitted land use in the city; and

WHEREAS Section 9.20.070(5) states every licensee shall hold a use permit issued authorizing the retail/dispensary sales of cannabis and cannabis products within the City of Willows; and

WHEREAS the Planning Commission of the City of Willows at a public hearing on December 14, 2022, adopted a resolution granting a Use Permit to Sundial Collective Willows, LLC for retail sales of cannabis products, subject to WMC 9.20.070 and 9.20.071(3); and

WHEREAS WMC Section 9.20.071(3) requires final review by the City Council for a cannabis business license; and

WHEREAS, the City Council has reviewed all evidence submitted in connection with the request, including public testimony, staff report, supporting documentation, City codes and regulations, and all other relevant documents and evidence which are part of the record of proceedings.

NOW THEREFORE BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF WILLOWS, hereby finds, and determines the following:

1. The above recitals are true and correct.
2. The City Council in its sole discretion votes to issue the license upon applicant's payment of the cannabis business license fee.

PASSED AND ADOPTED ON THIS 14th day of February 2023, by the City Council of the City of Willows at a regular meeting, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Rick Thomas, Mayor

Louis Osemwegie, City Clerk



Date: February 14, 2023
To: Honorable Mayor and Councilmembers
From: Karen Mantele, Principal Planner
Marti Brown, City Manager
Subject: Approval of Housing Element Update 2021-2029

Recommendation:

Review and approve the final 2021-2029 Housing Element Update and adopt the attached resolution.

Rationale for Recommendation:

California State law requires that every California City and County have a State approved Housing Element that is updated every eight years.

Background:

California Housing Element law requires local government to address the spectrum of housing needs. As a result, local governments must adopt plans and regulatory systems that provide opportunities for and do not unduly constrain housing development. It also establishes that each city and county accommodate their fair share of affordable housing as an approach to distributing housing needs throughout the region and state.

California requires that all local governments (cities and counties) adequately plan to meet the housing needs of everyone in the community. California's local governments meet this requirement by adopting Housing Elements as part of their General Plan, which serves as the local government's "blueprint" for how the city and/or county will grow and develop over a 15 to 20-year period. The General Plan includes a minimum of seven mandatory elements: land use, housing, transportation, conservation, noise, open space, and safety. The Housing Element must be consistent with the other elements of the General Plan and is updated on 8-year cycles to ensure relevancy and accuracy, since the housing market and needs are most closely tied to shifts in the economy.

In the past, Willows had a 5-year Housing Element cycle, which the State has now shifted to an 8-year cycle. The current Housing Element, adopted in 2015, initially covered the period of 2014-2019, and was subsequently extended by the State through November 2021.

As the City's Housing Element was scheduled for an update, the process started in early 2020 to initiate a funding source for the update. The city successfully applied for and was awarded a LEAP/HCD grant to fund the cost of updating the Housing Element. Over the past three years, staff and the City's consultant on the project, Housing Tools, Inc. have worked to update the Housing Element to satisfy State law and produce a document for the Council's final review and approval.

Initially the city forwarded a copy of the draft housing element update to HCD for their review on August 6, 2021. The State provided comments on this preliminary draft, which the comments were addressed in the draft document taken to the Planning Commission for review in October of 2021, with a recommendation to the City Council. This draft document was presented to the City Council in November of 2021, and thereafter forwarded to HCD for review. Over the past year the consultant and city staff have worked with HCD to prepare an acceptable document, which when adopted and given final approval by the State, will complete the full update to the City of Willows General Plan; a document that has now been updated and was running parallel to the Housing Element Update process.

Since the City's Housing Element was last updated, two significant events have occurred that have impacted housing demand and cost, as well as the development of this Housing Element update: the 2018 Camp Fire in neighboring Butte County, and the COVID-19 pandemic which began in early 2020.

Discussion & Analysis:

The 2021-2029 Housing Element will be adopted concurrently with the City of Willows 2022 General Plan. The planning processes for both documents were coordinated to ensure that the two planning documents were consistent with and supported one another. Moving forward, the city, including the Planning Commission and City Council, will annually review city progress in achieving its goals outlined in the Housing Element and the General Plan. Reviewing the two planning documents together on a regular basis will facilitate an understanding of how the Elements of the General Plan affect one another and will provide a vehicle for making any necessary policy or goal adjustments in a coordinated and consistent manner. If there are aspects of the General Plan and/or Housing Element that are creating an impediment to achieving any goals, these can be addressed during the annual assessment process.

A major component of the Housing Element Update is public input. Broad public participation is an essential component of the update process and is required by State law (Government Code Section 65583(c)(8)). Community outreach must be conducted through a variety of mechanisms to include all economic and cultural segments of the community. This has been further strengthened and expanded through the passage of AB 686 which mandates meaningful, frequent, and ongoing community participation, consultation, and coordination that is

integrated with the broader stakeholder outreach and community participation process for the overall Housing Element.

The Willows' Housing Element Update process for 2021-2029 employed an extensive outreach effort to engage a wide spectrum of the community within the necessary restrictions imposed by COVID-19. The consultant and city staff participated in this process which included community meetings, the preparation of a Housing Element Update website, a comprehensive contact list, utilization of a variety of methods to disseminate information and engage residents in the process, a focus group with low-income housing residents, a community-wide online survey and two community workshops posted to gather public input.

Methods of Public Information Dissemination and Engagement

Website:

A website dedicated to the Housing Element Update process was made available in both English and Spanish (toggle option at the top of the page). This webpage functioned as the central location for all information related to the Housing Element update. It included background information on the purpose of the Housing Element, how to participate, the updated timeline, resources, and an opportunity to sign up for an email list to receive direct emails on the update process. Most of the resources, including the presentation slides and recordings from the community meetings, was provided in both English and Spanish. Website address: willowshousingelement.com. Additionally, the Draft Housing Element was posted on the City's website on August 11, 2021.

Social media:

The City's Facebook page was used to notify residents of opportunities to participate in community meetings and an online survey, as well as notifying them when new resources were posted to the website. Facebook events were created for the community meetings. Posts were made available in both English and Spanish.

Direct email:

Parallel to the Facebook posts, all stakeholders and interested community members who signed up for email notifications and received periodic email "blasts" throughout the process.

Flyers:

A flyer announcing the Focus Group was sent to all the affordable housing complexes in Willows, as well as the Dos Rios Continuum of Care, Glenn County Community Action Department, and Glenn County Department of Social Services. Flyers announcing the two Community Workshops were also sent to these locations, as well as posted at City Hall and the library. Flyers provided information on the options to join the meeting online or by calling in via phone, so residents with various levels of access to technology could participate. After the community meetings, a flyer was developed that advertised the remaining opportunities to comment on the Draft Housing Element (e.g., Planning Commission and City Council hearings), as well as an encouragement to visit the website to view resources. These flyers were provided

in both English and Spanish and were distributed and posted by City staff around the community.

Newspaper articles:

The City sent Public Service Announcements (PSAs) to local newspapers (e.g., Glenn County Appeal-Democrat, Chico Enterprise-Record) regarding the community meetings. These brief articles gave the public notice about their opportunity to participate in the meetings, along with the meeting details.

Environmental Review and Analysis

An environmental finding must be prepared pursuant to the California Environmental Quality Act for this update. The project has been reviewed pursuant to the California Environmental Quality Act (CEQA). The project does not directly involve revisions to the environment and therefore will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity. This project will result in no Potentially Significant Impacts to the environment and is considered exempt from environmental review as required by CEQA using the “General Rule” Section 15061(b) (3) that is applied to proposals which will have no potential adverse impact on the environment. Therefore, Staff has determined that the proposal is exempt from any further CEQA review.

Housing Element update procedures require at least one public hearing before both the Planning Commission and the City Council. The City Council makes the final decision to approve or deny the Update.

Fiscal Impact:

There is no fiscal impact to the preparation of the Housing Element document as \$160,000 LEAP grant funds were used in the preparation of the update and an additional \$6,000 of General Fund monies was previously approved for the final project for a total of approximately \$166,000.

Attachments:

- Attachment 1: State/HCD December 2022 Comment Letter
- Attachment 2: Draft City Council Resolution
- Attachment 3: Final Housing Element Update

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



December 13, 2022

Karen Mantele, Principal Planner
City of Willows
201 North Lassen
Willows, CA 95988

Dear Karen Mantele:

RE: City of Willows' 6th Cycle (2021-2029) Revised Draft Housing Element

Thank you for submitting the City of Willows. (City) revised draft housing element received for review on November 23, 2022 along with changes on December 9, 2022. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review. In addition, HCD considered comments from David Kellogg pursuant to Government Code section 65585, subdivision (c).

The revised draft element meets the statutory requirements described in HCD's September 20, 2022 review. The housing element will comply with State Housing Element Law (Article 10.6 of the Gov. Code) when it is adopted, submitted to and approved by HCD, in accordance with Government Code section 65585.

Pursuant to Government Code section 65583.3, subdivision (b), the City must utilize standards, forms, and definitions when preparing the sites inventory. Please note, upon adoption of the housing element, the City must submit an electronic version of the sites inventory with its adopted housing element to sitesinventory@hcd.ca.gov. See HCD's housing element webpage at <https://www.hcd.ca.gov/community-development/housing-element/index.shtml> for a copy of the form and instructions and reach out to sitesinventory@hcd.ca.gov for technical assistance.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, including adoption, the City must continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available while considering and incorporating comments where appropriate.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

HCD appreciates your dedication and during the preparation of the City's housing element. HCD applauds your commitment and hard work in the City. HCD looks forward to receiving the City's adopted housing element. If you have any questions or need additional technical assistance, please contact Hillary Prasad at Hillary.Prasad@hcd.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul McDougall", with a stylized flourish at the end.

Paul McDougall
Senior Program Manager



**City of Willows
Resolution xx-2023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA,
REVIEWING AND APPROVING THE FINAL 2021-2029 HOUSING ELEMENT
UPDATE AND ADOPTING RESOLUTION**

WHEREAS, California Government Code Section 65583 for requires that all local governments, (cities and counties) adequately plan to meet the housing needs of everyone in the community by adopting Housing Elements as part of their General Plan; and

WHEREAS, California's Housing Element law also establishes that each city and county accommodate their fair share of affordable housing as an approach to distributing housing needs throughout the region and state; and

WHEREAS, California's Housing Element law acknowledges that to address the spectrum of housing needs, local governments must adopt plans and regulatory systems that provide opportunities for and do not unduly constrain housing development; and

WHEREAS, the City of Willows desires to update the city's Housing Element to meet local housing needs and to meet current State Housing Laws in the public interest; and

WHEREAS, the Planning Commission conducted a public hearing on October 20, 2021, to review the draft update to the Housing Element and recommended forwarding the update to the City Council for review and adoption, and

WHEREAS, the City Council conducted a public hearing on November 9, 2021, to review the draft update to the Housing Element, which hearing was noticed in a local newspaper prior to the hearing, and

WHEREAS, a public involvement process consistent with the requirements of Housing Law was conducted during the process of updating of the Housing Element; and

WHEREAS, the city submitted the draft housing element to HCD after the November 9, 2021, hearing, resulting in several revisions to the draft; and

WHEREAS, the City Council conducted a public hearing on February 14, 2023, to review the final update to the Housing Element, which hearing was noticed in a local newspaper fifteen days prior to the hearing, and

WHEREAS, the City Council has reviewed the final update as presented, considered all public comments, and

WHEREAS, the City Council finds that this update is exempt from environmental review as required by CEQA using the “General Rule” Section 15061(b)(3) that is applied to proposals, which will have no potential adverse impact on the environment; and

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

1. The City Council of the City of Willows does hereby find that the attached final Housing Element Update is consistent with the City of Willows General Plan, the City of Willows Municipal Code.

2. In adopting this Resolution, the City Council has determined that all State Housing Laws associated with updating the Housing Element have been incorporated into the final document.

3. The City Council hereby adopts the final update as presented in Attachment #3 of this report and recommends the Housing Element Update and adopted resolution be forwarded to HCD for final review and approval.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council on this 14th day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Richard Thomas, Mayor

Louis Osemwegie, City Clerk

<https://www.cityofwillows.org/assets/resources/Willows-Housing-Element-Update-lastest-with-all-revisions-February-2023-Housing-Tools-Update-02022023-1.pdf>



DISCUSSION & ACTION CALENDAR



Date: February 14, 2023

To: Honorable Mayor and Councilmembers

From: Patrick Piatt, Community Development and Services Director
Marti Brown, City Manager

Subject: Power Purchase Agreement and Lease Agreement for Solar Panel Project

Recommendation:

Adopt the attached resolution authorizing the City Manager to execute a Power Purchase Agreement (PPA) with Trinary Capital to finance the buyout of the existing agreement currently held with Clearway, and to construct and operate a new solar energy system to replace the current solar array located adjacent to the wastewater treatment plant at 1600 South Tehama Street and fully offset the cost of the wastewater treatment plant operations, as well as execute any necessary leases or other related documents.

Rationale for Recommendation:

The City's current solar array at the wastewater treatment plant is underperforming. Staff recommends replacing the solar panels with a new solar system to offset the energy use (e.g., PG&E) at the wastewater treatment plant and other city locations and reduce the City's energy bill.

Background:

On September 1, 2010, the City entered into an agreement with SPP DG DevCo, LLC, to build and operate a new solar energy array (Array) that was built adjacent to the Willows Wastewater Treatment Plant (WWTP) located at 1600 South Tehama Street. Through this agreement, SPP DG DevCo, LLC, would construct and operate an Array and the City would purchase the energy generated by the Array at a greatly reduced rate with modest increases built into the energy sale annually. The original agreement with SPP DG DevCo, LLC, has been sold multiple times and is now owned by Clearway that owns and operates the Array under the same terms of the agreement.

The WWTP is the City's largest user of energy as it is required to operate 24 hours a day to receive, treat, and move roughly 700,000 gallons of wastewater each day. The WWTP requires roughly 1,000,000 kw of energy each year on average, with some years requiring slightly less or more than that estimated average. The Array that was installed near the WWTP used a technology that has proved to be inefficient and somewhat dysfunctional and, on average, has been

producing less than half the WWTP energy needs since it was installed. The result has been city payments for energy to both Clearway and PG&E.

It appears that the intention was to replace the cost of energy to run the City's sewage treatment WWTP that would normally be paid to PG&E. However, the solar array that was installed has never fully met this goal. During the first year the Array produced the greatest amount of energy, providing 76.2% of the total energy needs of the WWTP. On average and over the life of the Array, it has only produced 47.7% of the WWTP's energy needs and since May 2022, it has produced no energy. The City experienced savings in the first year of production and paid only a small sum of money to PG&E through an annual true up bill. There has been a reduction in energy generation over time by the Array installed by SPP DG DevCo, LLC, to the point where the City is paying an energy bill to Clearway per the agreement, and paying large "true up" bills annually to PG&E. In FY 2021, the true up bill to PG&E was \$97,894, in FY 2022 the true up was \$159,373, and for FY 2023, the true up bill is anticipated to exceed \$300,000.

Unfortunately, the original agreement between the City and SPP DG DevCo, LLC, was written to be favorable to the developer, with little information regarding benefits for the City, and little to no production expectations of the Array, guarantees or warranties, remedies for lack of performance, security against costs or liability to the City, or incentives or requirements for the developer to perform maintenance, service to the Array, or to maintain any level of benefit to the City. The same agreement is now owned by Clearway.

Discussion & Analysis:

Ecogreen, the company that installed new LED lighting throughout the City to bring greater energy savings, recommended Trinary Capital to potentially help find a solution to the City's WWTP energy needs and the underperforming Array. Through discussions with Trinary Capital, staff learned that the potential to install a new solar array is possible and could relieve the City from the poorly executed agreement now held by Clearway. Due to changing State of California law, any financial benefit that is available under the current law will be unavailable after April 13, 2023.

The current agreement with Clearway was entered into when the State PUC was under the original Net Energy Metering plan (NEM 1) the system owners did not have to pay Non-bypassable (NBC) charges on the electricity that they bought from a utility on a month-to-month basis. NBC charges are per-kilowatt hour charges that are built into utility electric rates. They add up to approximately 2-3 cents per kWh and go towards funding energy efficiency, low-income customer assistance, and other related programs. NEM 1 expired on December 15, 2016, for PG&E customers and any new systems after that date were enrolled in NEM 2 and under that plan, NBCs are paid by the customer.

Under NEM 2, the policy for net metering in California is very simple: for every kilowatt-hour (kWh) of solar electricity you feed into the grid, you get a bill credit for one kWh of utility-generated electricity. When your solar panels produce more than you need, you "bank" the excess that offsets the times when panels don't produce enough to meet the monthly use. If a system is sized correctly, net metering makes it possible to cover the electricity use for the entire

year. The NEM 2 plan terminates on April 13, 2023, and any new systems after this date will be enrolled in the NEM 3 plan.

Due to the termination of NEM 2 on April 13, 2023, there is an urgency to take action in terminating the agreement with Clearway and submitting an application for a new solar array before April 13, 2023, under a new PPA agreement. Net metering under NEM 3 removes most of the advantages that current PG&E solar array customers benefit from. For example, the customer may no longer “bank” credits for electricity generation exceeding the customers electrical needs. As a result, periods of low energy production (e.g., winter months) are no longer offset by periods of high energy generation that exceed energy needs resulting in annual true up bills that could be equal to, or greater than, the true up bills that the City is currently paying to PG&E.

Trinary Capital proposes to buy out the agreement with Clearway and build a new solar array using materials that have been proven to provide energy generation as promised. The proposal includes a solar array that will be sized to produce 110% of the WWTP energy needs and the company will guarantee a minimum of 90% energy efficiency. Per Trinary’s proposal, at any point if the new Array produces less than 90% of the WWTP current energy needs, the company will pay the difference in costs paid to PG&E. Through this Power Purchase Agreement, the City of Willows will purchase energy produced by the Array funded by Trinary Capital at a reduced rate as opposed to the rate currently charged by PG&E as noted in the attached Term Sheet (Attachment 1). This will provide both a savings from the current cost of energy sold by PG&E, and protection from the expected annual increases of the future energy costs provided by PG&E. In addition, Trinary Capital will also install solar panels on the fire station and city hall to offset energy use at those facilities as well.

Fiscal Impact:

There is no impact to the General Fund as a result of this action. Future payments for energy will result in a savings to the sewage enterprise fund related to the operating costs of the WWTP.

Attachments:

- Attachment 1: Trinary Capital Term Sheet
- Attachment 2: Trinary Capital Power Purchase Agreement Proposal
- Attachment 3: Resolution XX-2023

Trinary Capital - Term Sheet

- Trinary Capital will fund a buyout of the existing agreement from Clearway.
- Trinary Capital will fund the design and installation of a new solar array (Array) sized to produce \$110% of the energy needed to operate the City of Willows Wastewater Treatment Plant (WWTP).
- Trinary Capital and their partner Turnkey Construction will install the new system, verify the energy production meets the value that has been promised.
- Trinary Capital and their partner Turnkey Construction will maintain at their sole cost, the entire Array and will ensure the Array will operate at the fullest capacity possible at all times.
- Trinary Capital will guarantee that the new Array will provide a minimum of 90% of the energy needs of the WWTP for a 25-year period. During the finance period, the City of Willows will pay to Trinary Capital for the energy consumed for a period of 2 years. The cost of energy in the first year will be at \$0.179 per KWH, which is a savings of \$0.095 per kWh. This is anticipated to generate a savings in the first year of approximately \$120,000.
- This agreement requires no money down, and no payments to Trinary Capital, other than the cost of energy per KWH as per the agreement.
- Costs to the WWTP Enterprise fund will only occur if PG&E requires upgrades (after the first year) to the electrical infrastructure or transformer, or if the City requests different panels, inverters, or other equipment to be used.
- The City has the option to request the use of different panels, inverters, or other, equipment subject to the acknowledgment that the “locked in” PPA rate may require and adjustment to accommodate the request.
- The PPA term is for a 25-year period. The City is eligible to purchase the PV system from Trinary Capital after year six.

	Total kWh	1,258,587	<— Total Production		11yr buyout
	Year 1 Savings	\$0.274	<— Current kwh rate		
	32.8%	\$0.184	<— Solar PPA kwh rate		
	Utility annual Increase	City of Willows	PPA rate increase	Annual Production	PPA Annual Cost
	6.00%	Current Cost	2.99%	.05% Degradation	New Cost
Yr.					PPA Annual Savings
1	\$0.274	\$344,853	\$0.184	1,258,587	\$231,580
2	\$0.290	\$365,544	\$0.190	1,255,441	\$238,504
3	\$0.308	\$387,477	\$0.195	1,252,302	\$245,636
4	\$0.326	\$410,725	\$0.201	1,249,171	\$252,980
5	\$0.346	\$435,369	\$0.207	1,246,048	\$260,544
6	\$0.367	\$461,491	\$0.213	1,242,933	\$268,334
7	\$0.389	\$489,180	\$0.220	1,239,826	\$276,358
8	\$0.412	\$518,531	\$0.226	1,236,726	\$284,621
9	\$0.437	\$549,643	\$0.233	1,233,634	\$293,131
10	\$0.463	\$582,622	\$0.240	1,230,550	\$301,895
11	\$0.491	\$617,579	\$0.247	1,227,474	\$310,922
12	\$0.520	\$654,634	\$0.254	1,224,405	\$320,219
13	\$0.551	\$693,912	\$0.262	1,221,344	\$329,793
14	\$0.584	\$735,546	\$0.270	1,218,291	\$339,654
15	\$0.619	\$779,679	\$0.278	1,215,245	\$349,810
16	\$0.657	\$826,460	\$0.286	1,212,207	\$360,269
17	\$0.696	\$876,047	\$0.295	1,209,177	\$371,041
18	\$0.738	\$928,610	\$0.304	1,206,154	\$382,135
19	\$0.782	\$984,327	\$0.313	1,203,138	\$393,561
20	\$0.829	\$1,043,387	\$0.322	1,200,130	\$405,329
21	\$0.879	\$1,105,990	\$0.332	1,197,130	\$417,448
22	\$0.931	\$1,172,349	\$0.342	1,194,137	\$429,930
23	\$0.987	\$1,242,690	\$0.352	1,191,152	\$442,784
24	\$1.047	\$1,317,252	\$0.362	1,188,174	\$456,024
25	\$1.109	\$1,396,287	\$0.373	1,185,204	\$469,659
	\$0.601	\$18,920,183	\$0.268	30,538,581	\$8,432,160
				25 year Utility Savings:	
				Avoided Project Cost:	
				Total Project Savings:	
					\$10,488,023
					\$3,391,928
					\$13,879,950



Solar Power Purchase Agreement

(Commercial)

Between:

On Behalf of

And

Trinary Solar Group II, LLC
6510 E Spring St. Ste. 437
Long Beach, CA 90815

KEY COMMERCIAL TERMS:

Description of Solar Facility	Carport Photovoltaic panels, inverter, racking materials, production meter for monitoring
Solar Facility Size	22.575 kW
Estimated Solar Energy Output in Year 1	53,923 kWh
Annual Degradation Factor	0.5%
Length of Initial Term (the Initial Term)	25 Years
Estimated Solar Energy Output over Initial Term	1,270,207 kWh
Price/kWh	\$0.18/kWh
Monthly Payment in Year 1	\$808.84
Annual Payment Escalator	2.99%
Utility	PG&E

Other Important Terms: You should refer to this Agreement for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and security interests.

Your initials indicate that you have read, understand, and accept the explanation of estimated energy output, energy sources, payment terms and your rights regarding the purchase of the Solar Facility. You understand that Trinary Energy (together with its successors and Assignees, referred to in this Agreement as "TE") and you agree that TE will make a final determination of customer eligibility.

Accepted by (Initial): _____

Date: _____

CUSTOMER ACKNOWLEDGES THAT THE SOLAR FACILITY IS OWNED BY TE AND/OR ITS AFFILIATES, SUCCESSORS OR ASSIGNS.

TRINARY ENERGY SOLAR POWER PURCHASE AGREEMENT

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS OF YOUR RECEIPT OF AND PAYMENT FOR ELECTRIC ENERGY TO BE SUPPLIED BY A SOLAR PHOTOVOLTAIC SYSTEM THAT WILL BE INSTALLED AT YOUR PROPERTY AND OWNED AND MAINTAINED BY TE. YOU WILL RECEIVE A FINAL, FULLY SIGNED COPY OF THIS AGREEMENT BEFORE WORK BEGINS.

1. Introduction

(a) You are entering into this Solar Power Purchase Agreement (this “**Agreement**”) with TE, together with its successors and Assigns. You represent that you are the owner and/or have the legal right to enter into this Agreement for the property located at 1800 Sierra St, Kingsburg, CA 93631 (the “**Property**”), and that your current electrical service is provided by the Utility PG&E. You further represent that every person or entity with an ownership interest in the Property has agreed to be bound by this Agreement and is listed on the signature page of this Agreement.

Accepted by (Initial): _____

(b) You may contact TE by mail at 6510 E Spring St Ste 437, Long Beach, CA 90815. TE will arrange for licensed individuals or entities to perform the design, permitting, construction, installation, testing, and activation (referred to in this agreement as “**TE Contractors**”) of a solar photovoltaic system as described on the cover page to this Agreement (the “**Solar Facility**”) to be located on the roof and/or grounds of the Property.

(c) You agree to allow TE Contractors to install and maintain the Solar Facility on the grounds and/or roof of the Property at a specific location to be identified and approved by TE. During the Initial Term and any Renewal Terms, TE agrees to provide you electric energy from the Solar Facility under the terms and conditions contained in this Agreement.

2. Solar Facility

(a) TE will arrange for the design, permitting, construction, installation and testing of the Solar Facility on the roof or grounds, as applicable, of the Property materially based on a system design that you will have approved. Once installed, TE will operate, maintain and monitor the Solar Facility so as to generate electric energy in accordance with prudent utility practices for use at the Property (“**TE's Obligations**”) during the Term of this Agreement. The Solar Facility will be an Eligible renewable energy resource under the California Renewables Portfolio Standard Program.

(b) You acknowledge and agree that:

(i) Unless the Solar Facility is purchased pursuant to Section 7 hereof, TE will own the Solar Facility and you will have no ownership interest in the Solar Facility; it shall remain the personal property of TE and shall not be considered for any purposes to be a fixture or otherwise a part of your Property.

(ii) The Solar Facility will not be subject to any lien, security interest, claim, mortgage, or deed of trust that may be imposed on or assessed against your interest in the Property,

or any other property belonging to you. You will have no right to sell, give away, transfer, pledge, remove, relocate, alter, disconnect, or tamper with the Solar Facility at any time as long as this Agreement remains in effect, even if TE is in default of its obligations under this Agreement. Notwithstanding the foregoing, in the event that the Solar Facility were to be deemed your property for any reason, you hereby grant to TE (and to any party to whom it may have sold its interest in the Solar Facility) a lien and security interest in and to the Solar Facility. TE or any TE affiliate may file (A) a UCC-1 or other notice of such lien and security interest with the California secretary of State,

(B) a fixture disclaimer filing in with the registrar/recorder (or its equivalent) of the county in which the Solar Facility is located and (C) any Notice of an Independent Solar Energy Producer Contract required by California law. You agree to cooperate with TE in connection with such filings.

(iii) The Solar Facility will be used primarily for standard business purposes but may not be used to heat a swimming pool.

(c) TE will be responsible for all costs and expenses related to performing TE's Obligations. You agree that TE has the authority and discretion to use and/or arrange for contractors or agents to perform or assist TE in performing TE's Obligations.

(d) You agree that TE, at its own expense, will arrange for the installation of, maintain, and periodically test a meter at the Property that will measure all electric energy delivered to you from the Solar Facility. You agree not to tamper with, damage or modify the meter in any way. You will be responsible for any damage or inaccuracies in the meter that are caused by you or any other person unrelated to TE who may come onto the Property.

3. Design and Installation

(a) The primary equipment used for the Solar Facility will typically include a series of interconnected photovoltaic panels, an inverter, racking materials, and a production meter. Other materials generally used as “balance of system” include disconnects, breakers, load centers, wires, and conduit. The design for the Solar Facility will be presented to you prior to installation. You will have five (5) business days following this presentation to request a change pursuant to Section 4(b). Otherwise, you will be deemed to have approved the Solar Facility design. With your written, deemed, or oral approval, the Solar Facility installation may begin at any time.

(b) If you wish to change the design or installation process, TE will use commercially reasonable efforts to accommodate your request. (See Section 4 regarding Extra Work and Change Orders.)

(c) If an obligation excluded from this Agreement must be performed in order to properly effect the installation of the Solar Facility, you agree to contract separately, and at your own expense, with a contractor who has been designated or approved by TE to perform such obligation. In this instance, TE will not unreasonably withhold such approval.

(d) TE will arrange for or obtain any permits needed for installation of the Solar Facility. You agree to cooperate with TE and TE Contractors and assist TE and TE Contractors in obtaining any permits needed, including the NEM Service application described in Section 5(a). You agree to complete and return to TE and/or its representatives, as appropriate, all applicable rebate documentation and, where applicable, Renewable Energy Credit documentation, upon request and following the date on which the Utility grants permission to operate the Solar Facility (the "**Facility Start Date**"). If you do not return the rebate or Renewable Energy Credit documentation, TE may invoice you for the Final Rebate amount (as defined in Section 4(a)(iii)).

(e) For the Initial Term and any Renewal Terms you agree to maintain the Property, at your expense, such that the Solar Facility retains shading conditions no less beneficial for solar energy production than those present at the time of Installation.

(f) TE will ensure that TE Contractors shall at the end of each business day keep the Property reasonably free from waste materials or rubbish caused by their operations. Prior to the Facility Start Date, TE Contractors shall remove all of their tools, construction/installation equipment, machinery, waste materials and rubbish from and around the Property.

(g) Subject to the exclusions set forth in Section 17, TE will ensure that TE Contractors return your Property to a condition similar to its original condition prior to the installation of the Facility, provided that you notify TE in writing or by e-mail of any deficiencies in restoration within five (5) business days of the municipal building inspector approval of the Solar Facility.

4. Changes to the Agreement

(a) The following conditions may change the expected costs and benefits of this Solar Facility to both you and TE, which may include a change in the per kWh price:

- (i) change to the design of your Solar Facility;
- (ii) change in the system's annual energy production estimate, expressed in kWh, provided by the National Renewable Energy Laboratory PVWatts Calculator ("**PVWatts calculator**") (Final Year One Production Estimate);
- (iii) change in the final rebate amount associated with installing the Solar Facility ("**Final Rebate**") or any change in your applicable tariff (including any changes to net metering); and/or
- (iv) the availability of cellular service at the Property.

(b) If any of these conditions occur, TE may choose to modify the terms of this Agreement (including, without limitation the price per kWh) or cancel the Agreement. If TE chooses to modify the terms, TE will notify you in writing (referred to in this Agreement as a "**Change Order**") and you will have five (5) business days to accept the Change Order or cancel this Agreement. If you do not respond to TE within five (5) business days, TE may deem you to have cancelled the Agreement. Extra work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the Change Order. In order to be enforceable, the Change Order must describe the scope of the extra work or change and the cost to be added or subtracted from the contract. A TE Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation by the TE Contractor for work performed, based upon legal or equitable remedies designed to prevent unjust enrichment.

(c) You may choose to accept changes under this Section 4 in writing or by electronic mail.

5. Purchase and Sale of Electricity

(a) As of the Facility Start Date, you must be taking service from the Standard Net Energy Metering Service or its equivalent ("**NEM Service**") from the Utility. You agree that you will continue to take NEM Service for as long as this Agreement is in effect. You agree to use the NEM Service currently in effect for this Utility or, in the event that the NEM Service is no longer in effect, you agree to use a substitute metering program as chosen by TE. You agree to execute all documentation associated with NEM Service, or any substitute metering service, and any refund, credit, or rebate program promptly at the request of TE, its affiliates, and/or the Utility.

(b) TE agrees to sell to you, and you agree to purchase from TE, all electric energy produced by the Solar Facility. All electric energy produced by the Solar Facility will be made available to you (or any subsequent owner of the Property) for use at the Property.

(c) If at any time you need more electric energy than is being produced by the Solar Facility ("**Supplemental Energy**"), you will be solely responsible for purchasing that electric energy from another supplier, such as the Utility. During the term of this Agreement, you should expect to purchase Supplemental Energy from your Utility. Depending on the terms of your NEM Service, the Utility will bill you either annually or monthly. TE will not be in default of this Agreement and will not be responsible for any Supplemental Energy you purchase to complement the electric energy produced by the Solar Facility.

(d) You agree that title to and risk of loss for the electric energy purchased under this Agreement shall pass from TE to you at the time when the electric energy reaches the point of interconnection, i.e., at the point where the Solar Facility connects to the Property's connection to your Utility.

(e) TE or its designee shall retain rights to any Federal Investment Tax Credit or State Incentives or Rebates related to renewable energy projects, including but not limited to carbon credits, renewable energy certificates, green tags, tradable renewable certificates, renewable energy credits and greenhouse gas offsets (Carbon Credits) for the Term of this Agreement. Notwithstanding the foregoing, if you purchase the Solar Facility from TE, you will own, and be entitled to proceeds from the sales of, solar renewable energy credits and renewable energy credits earned after the later of the dates you purchase the solar facility from TE.

6. Billing and Payment

(a) During the Initial Term, you will pay TE a price for each kWh delivered by the Solar Facility on a monthly basis as specified in the cover sheet to this Agreement, or as modified pursuant to Section 4. TE will invoice you monthly and you agree to pay those invoices in full, without deduction or setoff, within 10 days following receipt. You agree to (i) establish an autopay/ACH to pay the applicable invoices, and (ii) complete the forms required to implement the same.

(b) During the Term, TE will, within one month following each anniversary of the Facility Start Date, prepare and send to you an annual statement detailing the kWh of electric energy produced by the Solar Facility during that year. If in any year (measured from the Facility Start Date) the Solar Facility has produced less than 90% of the Estimated Solar Energy Output, as reduced by the Degradation Factor, (other than for reasons of force majeure), TE will pay you a true-up payment equal to the number of kWh by which the actual output of the Solar Facility was less than 90% of the Estimated Solar Energy Output, as reduced by the Degradation Factor, multiplied by Price/kWh, as set out on the original letter of intent.

(c) During any Renewal Term, the price will equal the greater of (i) 50% of the then-applicable Utility rate and (ii) \$0.18 /kWh.

7. Purchase of the Solar Facility

(a) You have the option to purchase the Solar Facility at any time after the sixth anniversary of the Facility Start Date.

(b) To purchase the Solar Facility pursuant to Section 7(a), you must deliver a written notice to TE of your intent to purchase the Solar Facility.

(c) The purchase price will be equal to the fair market value of the Solar Facility, as determined at the time ("**FMV**"). In such case, TE will prepare a valuation of the Solar Facility to determine the FMV. The valuation will take into account the Solar Facility's age; location; size; and other market characteristics such as equipment type and equipment operating, maintenance and service costs, value of electricity in your area, and any applicable solar incentives.

(d) Upon any transfer of the Solar Facility to you, this Agreement will automatically terminate, and you will own and be fully responsible for the Solar Facility.

8. Sale of Property and Assignment

(a) If you sell the Property prior to the sixth anniversary of the Facility Start Date, you must assign this Agreement to the new owner and the new owner must agree in writing to be bound by all of the terms and conditions set forth herein. After the sixth anniversary of the Facility Start Date, you may either (i) assign this Agreement to the new owner, or (ii) purchase the Solar Facility pursuant to Section 7. Please contact TE to obtain an assignment agreement. Whether or not this Agreement is assigned as contemplated in this Section 8(a), the right to receive the electricity from the Solar Facility, through this Agreement shall automatically be transferred with the title to the Property whether the title is transferred by voluntary sale, judicial or nonjudicial foreclosure, or by any other means. In the event of such a transfer without an assignment of this Agreement you will exercise your best efforts to obtain an assignment of this Agreement to the new owner of the Property as soon as possible.

(b) If you sell or otherwise transfer your interest in the Property in violation of the provisions of this Agreement, then you will be deemed to have breached this Agreement, and TE may exercise its rights under Section 16(a).

(c) TE may assign, lease, sublease, or transfer the Solar Facility and this Agreement along with all rights and obligations hereunder to any third party (each, an "**Assignee**"), without first giving notice to you or obtaining your consent, for any purpose, including, without limitation, transferring to a new equity owner of the Solar Facility, financing of the Solar Facility's installation, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of its assets to another entity. If TE or its Assignee chooses to transfer the Solar Facility or this Agreement to another party, you agree to treat this other party as your counterparty under this Agreement.

(d) TE warrants and covenants to you that no Assignee, creditor, partner or owner of the Solar Facility has, as of the date of this Agreement, the right to remove or permanently decommission the Solar Facility.

9. Term and Termination

(a) You agree that this Agreement will only become effective when both you and TE have signed the Agreement.

(b) This Agreement will continue in effect until Twenty-Five (25) years following the Facility Start Date. This period shall be called the "**Initial Term**".

(c) At the end of the Initial Term, this Agreement will be automatically renewed for two additional five-year terms (the "**Renewal Term**" and, together with the Initial Term, the "**Term**"), unless you have purchased the Solar Facility or unless either you or TE gives the other party to this Agreement a termination notice at least thirty (30) days prior to the expiration of the Initial Term or the first Renewal Term

(d) At the end of the Initial Term and any Renewal Terms if either you or TE do not wish to renew the Agreement and you have not purchased the Solar Facility, TE will remove the Solar Facility at no cost to you. TE agrees to leave your property in the same general condition that existed immediately prior to removal of the Solar Facility, normal wear and tear excepted.

(e) This Agreement will terminate upon the closing of your purchase of the Solar Facility pursuant to Section 7.

10. Access, Maintenance and Repair

(a) You hereby grant to TE the right to have TE Contractors access to your Property for the purpose of designing, installing, operating, maintaining and testing the Solar Facility and performing TE's Obligations. TE agrees to give you reasonable notice when TE needs to access your Property for any of the foregoing purposes and will endeavor to restrict such access to normal business hours.

(b) When possible, you agree to allow TE, TE Contractors and other construction professionals (an engineer, architect, or licensed contractor or their representative) hired by TE to access your Property to inspect any buildings and, if applicable, roofs prior to the installation of the Solar Facility to ensure that your Property can accommodate the Solar Facility.

(c) TE will, at its sole cost and expense, monitor and maintain the Solar Facility for the Term of the Agreement.

(d) If you plan to move or temporarily disconnect the Solar Facility to allow for maintenance of and/or repair to the Property or the roof, you agree, at your expense, either (i) to hire TE to arrange for the performance of this work or (ii) to obtain TE's approval to have your contractor perform the work and ensure that your contractor will carry commercial general liability policy in an amount not less than one million (\$1,000,000) dollars per occurrence and name TE and its successor or Assignee as an additional insured.

(e) You agree to make best efforts to provide a safe and secure work environment at your Property during the course of the Solar Facility installation and maintenance.

11. Insurance

(a) Both you and TE agree to carry throughout the Term adequate insurance coverage in favor of TE to fully insure TE's Solar Facility against loss or damage from any risk including, but not limited to, theft, earthquake, wind, fire and earth movement from reputable companies in the business of providing insurance. Your insurance will be primary and non-contributory as respects any loss or damage to TE's Solar Facility. You agree to provide TE with evidence of your insurance policy for the Solar Facility upon request. If Swedish Evangelical Lutheran Concordia Congregation of Kingsburg, Fresno CO, California does not maintain insurance that covers damage to TE's Solar Facility, it will be responsible for the consequences of not maintaining such insurance. If you do not maintain insurance that covers damage to TE's Solar Facility, you

will be responsible for the consequences of not maintaining such insurance.

(b) Commercial General Liability Insurance (CGL). TE carries commercial general liability insurance. Additionally, TE requires TE Contractors to maintain CGL and workers compensation insurance, as fully described below:

(i) TE requires TE Contractors performing the Solar Facility installation to maintain insurance coverage as follows: workers compensation, subject to statutory limits; Employers liability, with a minimum of one million (\$1,000,000) dollars each occurrence; commercial general liability, in an amount not less than one million (\$1,000,000) dollars each occurrence and two million (\$2,000,000) dollars annual aggregate; commercial automobile liability, in an amount not less than a combined bodily injury and property damage limit of one million (\$1,000,000) dollars per accident; excess liability insurance with a limit of one million (\$1,000,000) dollars per occurrence and in the annual aggregate in excess of the limits of insurance provided above; and any other insurance required by applicable laws or regulations.

(c) You agree to carry insurance that covers all damage to your Property during the term of this Agreement, including damage resulting from the Solar Facility, provided such damage was not caused by the gross negligence of TE. You agree that you are responsible for contacting your insurance carrier and inquiring as to whether the installation of the Solar Facility will impact your existing coverage. If additional insurance is required to maintain your existing coverage, you will be responsible for either (i) procuring and maintaining such insurance or (ii) the consequences of not procuring and maintaining such insurance.

Your initials indicate that you have read and understand and accept the limitations and obligations set forth in this Section 11.

Accepted by (Initial): _____

12. Limitations of Liability

(a) TE WILL BE LIABLE TO YOU AND ANY OTHER PERSON FOR DAMAGES OR LOSSES DIRECTLY ATTRIBUTABLE TO ITS NEGLIGENCE OR WILLFUL MISCONDUCT. TOTAL LIABILITY FOR SUCH DIRECT DAMAGES OR LOSSES WILL IN NO EVENT EXCEED THE AMOUNTS PAID UNDER THIS AGREEMENT. THIS WILL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY ARE WAIVED, EVEN IF YOU HAVE GREATER RIGHTS UNDER CALIFORNIA'S LAWS, WHICH YOU SHOULD CONSULT. TE IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES TO THE SOLAR FACILITY. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED

(b) EXCEPT AS EXPRESSLY PROVIDED HEREIN, TE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED,

REGARDING ITS OBLIGATIONS FOR THE SOLAR FACILITY. THERE IS NO WARRANTY OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED

13. Resolution of Disputes

(a) You agree that to expedite the resolution of and to control the costs of disputes, resolution of any dispute relating to this Agreement (Dispute), will be resolved according to the procedure set forth in this Section 13.

(b) Unless otherwise agreed in writing, TE and you agree to continue to perform each party's respective obligations under this Agreement during the course of the resolution of the Dispute.

(c) You and TE agree to first try to resolve informally and in good faith any Dispute. Accordingly, you agree to send a written notice of Dispute to the address on the first page of this Agreement, and TE will send a written notice of Dispute to your billing address. If you and TE do not reach an informal agreement to resolve the Dispute within 45 days after the notice of Dispute is received, you or TE may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the 45 days during which the parties try to informally resolve any Dispute.

(d) If TE and you cannot resolve the Dispute informally, the Dispute will be resolved by binding arbitration. ARBITRATION MEANS YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND ALL DISPUTES SHALL BE DECIDED BY AN ARBITRATOR. This agreement to arbitrate Disputes is governed by the Federal Arbitration Act (FAA). The arbitration will be conducted under the rules of JAMS that are in effect at the time the arbitration is initiated (JAMS Rules) and under the rules set forth in this Agreement. If there is a conflict between the JAMS Rules and this Agreement, this Agreement will govern.

(e) CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR TE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CUSTOMERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(f) You may, in arbitration, seek all remedies available to you under this Agreement as interpreted under California law. If you decide to initiate arbitration against TE, You will pay the costs for initiating the arbitration proceedings. If TE decides to initiate arbitration, TE will be required to pay the costs associated with initiating the arbitration proceeding. Other reasonable fees, such as attorneys' fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. If the arbitrator finds in your favor, TE will pay your reasonable attorney's fees and expenses of travel to the arbitration. The arbitration hearing will take place in Orange County, CA, unless you and TE agree to another location in writing. In order to initiate arbitration proceedings, you or TE must take the following actions:

(i) Write a demand for arbitration. The demand must include a description of the Dispute and the amount of damages you are seeking. The form of Demand for Arbitration can be found under ADR Forms at www.jamsadr.com.

(ii) Send three copies of the demand for arbitration to the current JAMS location in Orange County, California.

(iii) Send one copy of the demand for arbitration to the other party.

(g) In accordance with the FAA and the JAMS Rules, the arbitrator's decision will be final and binding. Any right to appeal is likewise governed by the FAA and JAMS Rules. Any arbitration award may be enforced in any court with jurisdiction.

(h) You and TE agree to receive service of process of the arbitration demand by registered or certified mail, return receipt requested, at your billing address and TE's principal executive office, as applicable.

14. Force Majeure

(a) Neither you nor TE will be in default of this Agreement for any delay or failure in the performance under this Agreement (including any obligation to deliver or accept the electric energy output of the Solar Facility) if the delay or failure is due to Force Majeure. Force Majeure includes acts of God such as storms, fires, floods, lightning and earthquakes, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute. Force Majeure does not include economic hardship of either you or TE, a power grid failure (except if caused directly by a Force Majeure event), a failure or delay in the granting of permits, or insufficiency, unavailability, failure, or diminishment of solar resources, except as a result of an event that would otherwise qualify as a Force Majeure.

(b) Force Majeure cannot be attributable to fault or negligence on the part of the party claiming Force Majeure and must be caused by things beyond that party's reasonable control. Additionally, you or TE must have taken all reasonable technical and commercial precautions to prevent the event or minimize its impact. Any insurance proceeds that you receive in connection with a Force Majeure shall be payable to TE to the extent of any damage to the Solar Facility or other losses sustained by TE in connection with such Force Majeure,

(c) In order to claim Force Majeure as a reason for non-performance, you or TE must give notice to the other party of the Force Majeure within fourteen (14) days of the occurrence of the Force Majeure and estimate how long it will last and what the potential impact is on the Agreement. The party claiming Force Majeure must (i) make reasonable attempts to continue to perform under the Agreement, (ii) quickly take action to correct the problem caused by the Force Majeure, and (iii) make reasonable efforts to limit damage to the other party. Finally, the party claiming Force Majeure must notify the other party when

the Force Majeure event ends and performance will resume as contemplated in this Agreement.

15. Your Remedies

In addition to any other remedies you have under this Agreement if TE (or any applicable Assignee that owns the Solar Facility) (i) makes a general assignment for the benefit of creditors, files a petition in bankruptcy, appoints a trustee or receiver, or has all or substantially all of its assets subject to attachment, execution or other judicial seizure, or (ii) fails to perform an obligation under the Agreement and such failure continues beyond a period of ninety (90) days (provided, in each case, this Agreement is otherwise in full force and effect prior to such event), you will have the option to purchase the Solar Facility as set forth in Section 7(a).

16. TE's Rights and Remedies

(a) If you (i) fail to perform a material obligation under the Agreement, and you do not correct the failure within one hundred twenty (120) days, (ii) make a general assignment for the benefit of creditors, file a petition in bankruptcy, appoint a trustee or receiver or have all or substantially all of your assets subject to attachment, execution or other judicial seizure, or you become insolvent or unable to pay your debts, or (iii) vacate or abandon the Property, you shall be deemed in default of this Agreement. If you are in default of this Agreement, TE shall have all right available at law or in equity.

(b) If you (i) terminate this Agreement without also purchasing the Solar Facility or (ii) are deemed in default of this Agreement, TE shall, subject to any cure rights provided herein, have all rights granted by law or equity, including the right to remove, or restrict delivery of electricity to you from, the Solar Facility.

17. Exclusions

This Agreement does not include an obligation by TE or any of its agents, TE Contractors, subcontractors or representatives to: remove or dispose of any hazardous substances that currently exist on the Property; improve the construction of the roof or the Property to support the Solar Facility; remove or replace existing rot, rust, or insect infested structures; provide structural framing for any part of the Property; pay for or correct construction errors, omissions and deficiencies by you or your contractors; pay for, remove or remediate mold, fungus, mildew, or organic pathogens; upgrade your existing electrical service; install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the Solar Facility installation; pay for the removal or re location of equipment, obstacles or vegetation in the vicinity of the Solar Facility; pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes cost to attend any public hearings, notification of neighbors, or additional drawings required); paint electrical boxes or conduit at the Property; and move items unassociated with the Solar Facility around the Property.

18. Miscellaneous

(a) You agree that this Agreement constitutes the entire agreement between you and TE. If any provision is declared to be invalid, that provision will be deleted or modified, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which shall include, without limitation, the obligation to make payments hereunder.

(b) This Agreement shall be interpreted in accordance with and governed by the laws of the State of California, without regard to the conflict of laws principles thereof.

(c) You agree that TE has the right to obtain photographic images of the Solar Facility and the Property, and to use such photographic images for internal and quality control purposes. TE will not use photographic images of the Solar Facility or the Property in its marketing and promotional materials without first obtaining your express written approval.

(e) This Agreement supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.

(f) Any notice or other communication to be made hereunder, even if otherwise required to be in writing under other provisions of this Agreement or any other documents or agreements that have been provided to you in connection with this Agreement, may alternatively be made in an electronic record transmitted electronically to the electronic addresses provided by you. Any notice or communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form.

(g) This Agreement is binding upon, and inures to the benefit of, the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(h) No Amendment to this Agreement shall be effective unless it is in writing and signed by both parties.

19. Mechanic's Liens

TE will only arrange for TE Contractors to design, install, operate, maintain and test the Solar Facility. TE will NOT put a mechanic's lien on your property and will indemnify, defend and hold you harmless for any mechanic's lien that is placed on your property by TE Contractors as a result of your entering into this Agreement

(Remainder of Page Intentionally Left Blank)

(Signature Page Follows)

- On behalf of

Signature: _____

Printed Name: _____

Title: _____

Email: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Email: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Email: _____

Date: _____

DRAFT

EXHIBIT A

Monthly Payment Schedule

Year	Monthly Payment
1	\$808.84
2	\$828.86
3	\$849.38
4	\$870.40
5	\$891.94
6	\$914.02
7	\$936.64
8	\$959.82
9	\$983.58
10	\$1,007.93
11	\$1,032.87
12	\$1,058.44
13	\$1,084.63
14	\$1,111.48
15	\$1,138.99
16	\$1,167.18
17	\$1,196.07
18	\$1,225.67
19	\$1,256.01
20	\$1,287.09
21	\$1,318.95
22	\$1,351.59
23	\$1,385.05
24	\$1,419.33
25	\$1,454.46

EXHIBIT B

Estimated Annual Production Schedule

Year	Estimated Production (kWh)
1	53,923
2	53,653
3	53,385
4	53,118
5	52,853
6	52,588
7	52,325
8	52,064
9	51,803
10	51,544
11	51,287
12	51,030
13	50,775
14	50,521
15	50,269
16	50,017
17	49,767
18	49,518
19	49,271
20	49,024
21	48,779
22	48,535
23	48,293
24	48,051
25	47,811

EXHIBIT C

NOTICE OF CANCELLATION

DATE: _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENT MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 3 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR PROPERTY, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER TE AT 6510 E SPRING ST STE 437, LONG BEACH, CA 90815, NOT LATER THAN MIDNIGHT OF 08/06/2022

I HEREBY CANCEL THIS TRANSACTION.

DATE: _____

CUSTOMER SIGNATURE _____

**NOTICE OF CANCELLATION MAY BE SENT TO TE AT THE ADDRESS
NOTED ON THE FIRST PAGE OF THIS CONTRACT**

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DATE: _____

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**NOTICE OF CANCELLATION MAY BE SENT TO TE AT THE ADDRESS
NOTED ON THE FIRST PAGE OF THIS CONTRACT**



**City of Willows
Resolution xx-2023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO EXECUTE A POWER PURCHASE AGREEMENT (PPA)
WITH TRINARY CAPITAL TO FINANCE THE BUYOUT OF THE EXISTING AGREEMENT CURRENTLY
HELD WITH CLEARWAY, AND TO CONSTRUCT AND OPERATE A NEW SOLAR ENERGY SYSTEM
TO REPLACE THE CURRENT SOLAR ARRAY LOCATED ADJACENT TO THE WASTEWATER
TREATMENT PLANT AT 1600 SOUTH TEHAMA STREET AND FULLY OFFSET THE COST OF THE
WASTEWATER TREATMENT PLANT OPERATIONS, AS WELL AS EXECUTE ANY NECESSARY
LEASES OR OTHER RELATED DOCUMENTS.**

WHEREAS, a solar array was constructed adjacent to the Willows Wastewater Treatment Plant (WWTP) through a Power Purchase Agreement executed on September 1, 2010, with SPP DG DevCo, LLC, and that agreement is currently held by Clearway; and

WHEREAS, the existing solar array was undersized to meet the energy needs of the WWTP and the solar array's ability to generate energy has significantly degraded each year since it was first put into service; and

WHEREAS, the WWTP requires a significant amount of energy to ensure 24-hour operation and the energy costs of Pacific Gas and Electric is rapidly rising; and

WHEREAS, the City of Willows desires to offset the cost of energy to operate the WWTP and ensure a lower rate of annual increase for the cost of energy; and

WHEREAS, Trinary Capital has submitted a proposal that staff has deemed fair and favorable to buyout the agreement held by Clearway, install a more efficient solar array in place of that existing adjacent to the WWTP, and install additional solar panels on Willows City Hall and the Willows Fire Station to offset the cost of energy required for those buildings;

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

1. The above recitals are true and correct and are hereby incorporated into this Resolution as findings of the City Council of the City of Willows.
2. The City Manager is hereby authorized and directed to execute an agreement with Trinary Capital to finance the buyout of the existing agreement currently held with Clearway, and to construct and operate a new solar energy system.
3. The City Manager is hereby authorized and directed to execute a new power purchase agreement for the purchase of power from the new solar energy system.
4. The City Manager is hereby authorized and directed to execute any documents or leases necessary that are related to the construction of a new solar energy system on the City property located at 1600 South Tehama Street, in Willows, CA.

5. This Resolution shall become effective immediately.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council on this 14th day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Richard Thomas, Mayor

Louis Osemwegie, City Clerk



Date: February 14, 2023

To: Honorable Mayor and Councilmembers

From: Pat Piatt, Community Development & Services Director
Marti Brown, City Manager

Subject: Urgent Street Repair Project - Green and Jefferson Streets

Recommendation:

Adopt a resolution authorizing the City Manager, or her designee, to execute a contract with All-American Construction, Inc. for urgent street repairs on Green and Jefferson Streets for a not-to-exceed amount of \$65,000.

Rationale for Recommendation:

The portion of Green Street between North Lassen and North Butte Streets needs urgent repairs. The westerly 200 feet +/- is fully within the City limits and it is in very poor condition requiring immediate attention. Additionally, the cul-de-sac at the northly end of Jefferson Street also needs urgent repair.

Background:

The portion of Green Street between North Lassen and North Butte Streets is in need of immediate repair. However, the portion east of this stretch is partially owned by the County (40%) and partially owned by the City (60%). Due to the dual ownership, repair of this portion of the street has been difficult to coordinate between the two jurisdictions in the past (e.g., authorize concurrent funding, bidding processes).

In an effort to move the project forward, City staff met with County Public Works staff to discuss the possibility of a joint project to repair this section of Green Street as part of the County's broader street repair efforts in nearby neighborhoods that would occur at approximately the same time. The initial thought was that the City would design the project and County crews would perform the work.

The design of the joint project was completed in the summer of 2022 and a copy of it was shared with County staff to review and develop a cost estimate for construction. After reviewing the overall project, County staff estimated that the project costs may require a public bidding process preventing County staff from completing the work (at a more affordable price point). Accordingly, the joint project has not moved forward, as the cost to perform the work through standard bidding procedures also exceeds the City's approved budget authority.

To further complicate the project, the first 200 feet of Green Street that is entirely within the City limits is in much worse condition than the rest of the road and requires complete asphalt replacement (as opposed to asphalt overlay). This is one of the factors that led to increased costs when County staff reviewed the project design.

In addition to the portion of Green Street mentioned above, the cul-de-sac at the northerly end of Jefferson Street has had the pavement completely worn away and is in need of immediate repair as well.

Discussion & Analysis:

Due to the poor condition of the first 200 feet of Green Street east of North Lassen Street and the high cost of maintaining the existing asphalt, City staff solicited informal bids from three contractors to repair only this section of Green Street. Bids were received from All-American Construction, Inc. (who recently completed the North Lassen Street Rehabilitation Project), Knife River Construction (who is under contract for the Pacific Avenue Rehabilitation Project), and Central Valley Engineering and Asphalt (a known contractor that provides paving work in the Central Valley). All three contractors assumed slightly different quantities (they were each provided a set of the plans but not quantity sheets); however, in equalizing all three bids (e.g., taking the unit costs provided by each contractor for the various line items of work and using the same units), the results show that the bid from All-American is \$48,079.32, the bid from Knife River is \$49,608.00 and the bid from Central Valley is \$50,841.00. Based on this equalized comparison, All-American's bid is the lowest bidder and staff's recommended contractor for the project.

After receiving the bids for Green Street, the need for paving the cul-de-sac on Jefferson Street was brought to staff's attention. Based on the square footage of the cul-de-sac, it is estimated that this additional work can be completed for approximately \$6,000, and can be absorbed as part of the original budget for this project (e.g., \$65K).

Environmentally, the project is Categorically Exempt under the California Environmental Quality Act (CEQA) because the work is occurring on an existing City Street.

Please note, Construction Management and project inspections will be provided by Coastland Civil Engineering (the City Engineer) and City staff.

Fiscal Impact:

Based on the low bid for the project, the overall recommended budget for this project is as follows:

▪ Construction:	\$ 54,000
▪ Contingency (10%):	\$ 5,400
▪ CM/Inspection:	<u>\$ 5,600</u> (estimated)
▪ Estimated total	\$ 65,000

The overall project budget is less than what is shown for Project ST-006 in the CIP (CIP shows \$109,655), because only a portion of Green Street will be rehabilitated. The Gas Tax Fund will be the primary funding source for this project.

Attachment:

- Attachment 1: Mr. Faust's Concerns (Nearby Green Street Resident)
- Attachment 2: Resolution XX-2023

To: Willows City Council Members
cc: Patrick Piatt

Subject: Agenda 1/10/2023 – Green Street Urgent Repair Project

From: Nearby resident Bob Faust

Please distribute the following page to these individuals.

Thank you.

Bob Faust

Green Street Urgent Repair Project



Photo 1. Every time there is much rain, there is a large puddle of water covering the sidewalk and gutter at 445 Green Street that lasts for days. This water makes it difficult for the residents to access their vehicle. Green Street repair needs to raise the lower section of sidewalk and increase slope of the gutter to drain into the field.



Photo 2. Over the years during the rainy season, drivers on this section of Green Street have watched the potholes enlarge to fox holes that turn into ponds to avoid as they drive down the gutters.

Photos by Bob Faust, January 6, 2023



**City of Willows
Resolution xx-2023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA,
AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO EXECUTE A CONTRACT WITH ALL-
AMERICAN CONSTRUCTION, INC. FOR URGENT STREET REPAIRS ON GREEN AND JEFFERSON
STREETS FOR A NOT-TO-EXCEED AMOUNT OF \$65,000**

WHEREAS, in accordance with California Public Contract Code Sections 22032 (a) and other applicable law, the City of Willows informally solicited bids for the rehabilitation of a portion of Green Street ("Project"); and

WHEREAS, three bids for the Project were received ranging from a low bid of \$48,079.32 to a high of \$50,841.00, with the low bid being from All-American Construction, Inc; and

WHEREAS, in addition to Green Street, the northerly end of Jefferson Street is in immediate need of pavement rehabilitation, with an estimated cost of \$6,000; and

WHEREAS, staff has determined that All-American Construction bid satisfies the bidding requirements for the Project; and

WHEREAS, staff has verified that All American Construction possesses valid California Contractor's Licenses under the requested Class A, number 948762 (expires 6/30/2024) as required to qualify to perform the Project; and

WHEREAS, the Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Section 15301(c) of Title 14 of the California Code of Regulations; and

WHEREAS, City staff does not have the manpower or expertise to provide the construction management, inspection and testing for this project and is requesting that the City Engineer (Coastland Civil Engineering) provide these services for this project; and

WHEREAS, Coastland Civil Engineering has the expertise and manpower to provide the requested services.

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

1. The above recitals are true and correct and are hereby incorporated into this Resolution as findings of the City Council of the City of Willows.

2. The Project is categorically exempt from CEQA in accordance with CCR Title 14, Section 15301(c).

3. The City hereby finds the bid of All-American Construction, Inc. for the rehabilitation of a portion of Green Street and the cul-de-sac of Jefferson Street to be the lowest, responsive bid and waives any irregularities in such bid in accordance with applicable law.

4. The contract for the rehabilitation of portions of Green Street and Jefferson Street is hereby awarded to All-American Construction, Inc., in the amount of \$54,000, conditioned on All-American Construction's timely executing the Project contract and submitting all required documents, including, but not limited to, executed bonds/surety, certificates of insurance, and endorsements, in accordance with the contract regulations.

5. The City Manager is hereby authorized and directed to execute with All-American Construction, Inc. for performance of the project in accordance with applicable laws and City Standards upon submission by All-American Construction of all documents required.

6. That the overall budget for the Project be established at \$65,000 which includes the contract amount of \$54,000, a 10 percent contingency in the amount of \$5,400, and an estimated cost of \$5,600 for construction management and inspections.

7. The City Manager is hereby authorized to execute any contract change orders in accordance with the Project contract documents so long as the total Project cost does not exceed the total funding for this Project in the adopted budget.

8. City staff is hereby directed to issue a Notice of Award to All-American Construction.

9. The City Manager is hereby authorized and directed to execute a contract amendment with Coastland Civil Engineering to provide construction management and a portion of inspection for this project.

10. This Resolution shall become effective immediately.

11. All portions of this resolution are severable. Should any individual component of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining resolution portions shall be and continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Willows hereby declares that it would have adopted this Resolution and each section, subsection, clause, sentence, phrase, and other portion thereof, irrespective of the fact that one or more section subsection, clause sentence, phrase or other portion may be held invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council on this 14th day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Richard Thomas, Mayor

Louis Osemwegie, City Clerk



Date: February 14, 2023

To: Honorable Mayor and Councilmembers

From: Patrick Piatt, Community Development and Services Director
Marti Brown, City Manager

Subject: Facilities Use Agreement with Willows Unified School District for the 2023 Summer Use of the District's Swimming Pool

Recommendation:

Authorize the City Manager, or her designee, to execute a Facilities Use Agreement with the Willows Unified School District to use the School District's pool during the summer swim season of 2023 for an amount not to exceed \$15,000.

Rationale for Recommendation:

The City of Willows swimming pool is in disrepair and poses a public health and safety concern. An agreement between the City of Willows and the Willows Unified School District would allow the City to offer a 2023 swim season.

Background:

In preparation for the 2022 summer swim season, City staff conducted a review and evaluation of the City-owned swimming pool facility in the spring of 2022. The results demonstrated that the pool and its infrastructure are in serious disrepair and in need of critical improvements in order to ensure public health and safety standards and general operations.

While the Council approved and formed an ad hoc committee to research, review and determine options for renovating the existing pool and/or building a new pool or aquatic center in the future, the City could benefit from a 2023 swim season and program in the short term. Therefore, staff recommends executing a Facilities Use Agreement with the Willows Unified School District (for the third year in a row) to facilitate the summer swim program.

Discussion & Analysis:

Should the Council approve the recommended action to execute a Facility Use Agreement with the Willows Unified School District for the 2023 summer swim season, the City would use the

School District pool from early June through early August, Monday through Saturday from 1:00 to 5:00 pm. The afternoon swim program would only include unprogrammed swimming and no classes would be offered during the season.

Fiscal Impact:

The cost to contract with the Willows Unified School District for the use of its swimming pool for the summer of 2023 shall not exceed \$15,000. If approved by the Council, General Fund monies would be used to pay for the cost to rent the facility from the School District.



END PAGE