

CITY COUNCIL

Gary Hansen, Mayor
Vincent Holvik, Vice Mayor
Jeff Cobb, Council Member
Sandie Hobbs, Council Member
Jim Yoder, Council Member

CITY MANAGER
Steve Holsinger

CITY CLERK
Natalie Butler



201 North Lassen Street
Willows, CA 95988
(530) 934-7041
www.cityofwillows.org

CITY COUNCIL MEETING AGENDA

Tuesday, April 12, 2011

7:00 p.m.

1. **Call to Order Willows City Council Regular Meeting 7:00 p.m.**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Agenda Review: (Requested Changes by Council or Staff)**
 - a.) Consider acceptance, by motion, of City Council April 12, 2011, Agenda.
5. **Presentations & Proclamations:**
 - a) Mayor Hansen will present a Proclamation declaring the month of April as "Sexual Assault Awareness Month" to Karen Alves of Rape Crisis Intervention & Prevention.
6. **Oral and Written Communications/Public Comment:** Persons wishing to speak on a matter not on the agenda may be heard at this time, however, no action will be taken unless placed on a future agenda. *(Public Comment is generally restricted to three minutes).*
7. **Consent Agenda:** Consent items are considered to be routine by the City Council and will be enacted in one motion. There will be no separate discussion on these items unless a Councilperson or citizen requests, in which event the item will be removed from the consent agenda.
 - a) Consider approval of General Check Register.
 - b) Consider approval of Payroll & Direct Deposit Check Registers.
 - c) Consider approval of the Minutes of the Regular Willows City Council Meeting held March 22, 2011.
 - d) Consider allowing the Fire Chief to accept the 2010 Assistance to Firefighter Grant EMW-2010-FO-00959.
8. **Public Hearings:**

(Persons wishing to speak on a Public Hearing item are asked to approach the microphone to address the Council and limit comments to three minutes. It is also requested that you please state your name for the record)

 - a) Conduct Public Hearing and receive input regarding possible CDBG Grant Projects.
9. **Ordinances:** None

10. **Items introduced by City Council or Administrative Staff for discussion purposes only:**

11. **New Business:**

- a) Review and consider acceptance of the General Plan Annual Progress Report and direct Staff to forward the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development.
- b) Sales Tax Audit Service: In two separate motions,
 - 1) Consider approval of a contract with Hinderliter, DeLlamas and Associates (HDL) to provide Sales Tax Audit Services.
 - 2) Consider adoption of a Resolution authorizing examination of sales, use and transaction tax records.
- c) Consider approval of the City of Willows Weed Abatement Contract, including all exhibits, attachments & schedules, and authorize staff to solicit bids for an abatement contractor for the 2011/2012 weed abatement season.
- d) Consider adoption of a Resolution approving the Willows Police Department's application for a grant with the U.S. Department of Justice, Office of Justice Programs, and if successful, to authorize the Chief of Police to enter into an agreement for the execution of such grant.

12. **Council Member Reports:**

13. **Executive Session:** None

14. **Adjournment:**

CERTIFICATION:

Pursuant to Government Code §54954.2 (a), the agenda for this meeting was properly posted on or before April 7, 2011.

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. 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.

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MINUTES OF THE WILLOWS CITY COUNCIL MEETING HELD March 22, 2011

1. The meeting was called to order at 7:00 p.m. by Mayor Hansen.
2. **PLEDGE OF ALLEGIANCE:** Council Member Yoder led the Pledge of Allegiance.

3. **ROLL CALL:**

Present: Yoder, Cobb, Hobbs, Holvik & Hansen
Absent: None

4. **Agenda Review:**

- a. It was **moved** by Council Member Yoder and **seconded** by Council Member Cobb to accept the City Council March 22, 2011, Agenda as presented. The motion unanimously passed.

5. **Presentations & Proclamations:**

- a. Claudia Street of the Glenn County Resource Conservation District (RCD) announced the dates and times for the 2011 Glenn County Certified Farmers' Market season. This year the Willows market will be held each Wednesday from 4:00 p.m. to 7:00 p.m. in Memorial Park and Orland will hold their market each Saturday from 8:00 a.m. to 12:00 p.m. The season will run from June through September, with Willows' Opening Ceremony to be held on June 1. Ms. Street thanked the Council, staff and the community for making last year's market such a success. Ms. Street then stated that because this was only a two-year grant that will expire in September, the Resource Conservation District will be submitting a Request for Proposals seeking parties who may be interested in taking over the 2012 market season.

6. **Oral and Written Communications/Public Comment:**

Rose Marie Thrailkill inquired about a \$5000 donation that the City Council approved to give to Sycamore West Apartments in April of 2009 for a landscaping project as an incentive for continued improvements to the property and to enhance the general look of the City. She asked if there were any stipulations that went along with the donation, such as a requirement to keep up the landscaping. She stated that there is very little maintenance and upkeep of the property and it is totally covered with weeds and is an eye sore. She asked what the City plans to do about this. The City Manager addressed Ms. Thrailkill's question with regard to any stipulations attached to the donation, stating that there were no conditions as part of the donation. The owners at that time submitted a landscaping plan to the City which the City approved and the City Council subsequently approved the donation for the project. Since that time, the property has had a change in ownership. Council Member Holvik asked if City Staff could contact the new owners and bring this to their attention. The City Manager stated that he would contact the property owners and let them know of this situation.

7. **Consent Agenda:**

It was **moved** by Council Member Yoder and **seconded** by Council Member Cobb to approve the Consent Agenda as presented. The motion unanimously passed and the following items were approved/adopted:

- a) Approval of General Check Register (22857-22905).
- b) Approval of Payroll & Direct Deposit Check Registers (Z02370-Z02409 & 31140-31157).
- c) Approval of the March 8, 2011, City Council Meeting Minutes.
- d) Authorize a one-year extension to the term of Library Board of Trustee member Dawn George.
- e) Adoption of a Resolution removing the special assessment associated with Nuisance Abatement on APN 005-251-016 (1180 Southgate).
- f) Passage of second reading by title only and final adoption of **“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOWS REPEALING SECTION(S) 2.05.100 – 2.05.200 AND AMENDING TITLE II SECTION 2.05.090 OF CHAPTR 2.05 OF THE CITY OF WILLOWS MUNICIPAL CODE”**.

8. **Public Hearings:** None

9. **Ordinances:**

- a. Action taken under item 7 (f).

10. **Items introduced by City Council or Administrative Staff for discussion purposes only (Including Economic Development Updates, if any):** None

11. **New Business:**

- a. Consider approval of extension of the Contract for Audit Services with Roy R. Seiler, CPA:

The City and the Willows Community Redevelopment agency are required to have an annual audit of their respective financial statements, and assurance procedures are performed on the Annual Appropriation Limit calculations. In addition, the City is required to have compliance audits performed when Federal funding exceeds \$500,000 for the fiscal year, and specific funding sources may require compliance audits of that particular activity (known as a component unit audit). Since 2000, the City has contracted with Roy Seiler, CPA, to provide these services, and City Staff wishes to extend the contract with Mr. Seiler for an additional three years, as the contract expired with the June 30, 2010 audit. Mr. Seiler has a solid understanding of municipal finance activity and has been professional and thorough in his work. Mr. Seiler's offer to extend includes pricing on a task by task basis. The City utilizes only those services that are required

each year. Staff is requesting the City Council consider the extension of Mr. Seiler's contract with the city for an additional three years.

Brief Council discussion ensued and the members of the Council agreed that Mr. Seiler has done a very professional job auditing for the City in the past and that it is their desire to renew the contract. It was **moved** by Council Member Yoder and **seconded** by Council Member Hobbs to approve the extension of the Contract for Audit Services with Roy R. Seiler, CPA. The motion unanimously passed.

- b. Consider authorizing the Greater Willows Improvement League (GWIL) to proceed with the construction of directional signage to the downtown business area and authorize the release of funds in order to begin construction.

The GWIL has been working on directional signage leading to the downtown business area ever since its formation approximately two years ago. Funds have been raised through concession sales and obligated to the City for this project in February of 2010. The sign funding balance is \$718.86 and members of GWIL are now requesting the release of these funds and authorization from the City Council to proceed with the construction of a minimum of one sign, and possibly a second, depending on cost. These directional signs to the downtown business district would be placed on a concrete base, covered with rock similar to the City's entryway signs on Tehama Street, with the sign installed on a 4x4 inch powder-coated post. The signs will be constructed by the Willows High School Shop using a plasma cutter and a local contractor has volunteered his service for the installation of the signs. With that, GWIL is requesting that the City Council authorize release of funds for this project. It was **moved** by Council Member Holvik and **seconded** by Council Member Yoder to authorize the Greater Willows Improvement League to proceed with the construction of directional signage for the downtown business area and to authorize the release of funds in order to begin construction on this project. The motion unanimously passed.

12. Unfinished Business:

- a) City Council to continue discussions from the February 8, 2011, City Council Meeting regarding the potential formation of an Economic Development Commission for the City of Willows:

This is an item that was placed on the agenda as a result of the SWOT Analysis that occurred last Summer/Fall in which one of the recommendations that came from the analysis was for the City to Form an Economic Development Commission. This item was initially discussed at the February 8, 2011, Council Meeting and because the Council didn't have very much information about the creation of an EDC at that time, local business owner Rick Thomas had offered to gather some additional information about the City of Orland's EDC and the discussion was continued to tonight's meeting. Mr. Thomas collected that information and the information is included in the meeting agenda packet. The City Manager stated that he believes the development an EDC this is a good idea and worthy of discussion, however he urged the Council to enter in to these discussions cautiously, as budget meetings and negotiations are coming up in

the very near future and now may not be the appropriate time to add any additional expenses to the City's budget.

Council discussion ensued and all of the Council Members agreed that they like the idea of the development of an EDC and they believed that it is something that would serve the City well. They indicated that there would still be a need to collect more information and conduct additional research regarding start-up costs (if any), how the selection process would work, who would be responsible for creation of agendas, minute preparation, records retention, Conflict of Interest filings, etc. - all of which are statutorily required for advisory boards or commissions. All were in agreement that they also need to look at possible operational costs and utilities costs on a long-term basis should such a Commission be created.

Members of the public were asked to share any comments. Rose Marie Thrailkill offered to donate use of the Chamber of Commerce Conferences room to conduct meetings and she also offered to donate paper and other miscellaneous office supplies.

Forrest Sprague recommended that the City Council form this Committee, and the sooner the better. He questioned what costs would be associated with the formation and operation of such a committee. The City Manager responded to Mr. Sprague, explaining that this committee would fall under the requirements set forth in the Brown Act, therefore paid staff would need to maintain records, create agendas, prepare minutes, etc. and with each of those tasks the City would incur costs. He also stated that in order to attempt to balance the upcoming budget for 2011/12, he has asked all employees to take a decrease in wages and/or benefits and this could certainly affect the City's labor force. He stated that he does not feel comfortable allowing additional expenses when we are asking for employees to make concessions.

Mr. Sprague stated that the Business Community looks at the formation of an EDC as something that is necessary and beneficial and if the City Manager could provide some idea of what costs would be associated with its formation and ongoing operation, he believes the Business Community could arrange to provide some sort of mechanism to cover those costs and activities. He stated that he didn't want to suggest any violation to the Brown Act and he would like to have access to as many people as possible, but he thinks the Business Community and the people who are in support of this would be able to look at ways to generate the money and help to offset the costs for the Commission to be formed and actively operating. He stated that the Business Community believes the formation of an EDC is that important and that it would be that beneficial to the City.

Rose Marie Thrailkill stated that she didn't understand why the Commission would have to follow the requirements of the Brown Act. The City Manager explained that because it is a Commission of City Government with members appointed by the City Council, they have to maintain their meetings in accordance with State Law, just as any Ad-Hoc Advisory group that advises the Council on anything would. Ms. Thrailkill stated that it seems like there should be some way around this. The City Manager advised the Council that it should never be recommended that they break the law. Ms. Thrailkill stated that when they have to deal with all of these rules and regulations, they can not do what they want to do because they are restricted. The Council reiterated that, although frustrating, they are required to follow State Law when it

comes to Council-appointed boards and Commissions, very much like the Planning Commission and the Library Board.

Council Member Holvik then stated that he agreed with Mr. Sprague that the City needs to get moving on this as soon as they can, but he believes that as soon as they can should not be until after the budget is adopted at which time the Council will have a better idea of how many employees they still have and how many days City Hall will be open for business.

The City Manager stated that he believes the formation of the Commission is an idea concept; however, he was hesitant about the idea of there potentially being any additional costs to the City at this time. He stated that because there seemed to be a great deal of support and enthusiasm about its formation, he suggested to the City Council that they might consider the formation of an exploratory group consisting of two Council Members to meet with the local businesses to better define how to create the EDC, how many members there will be, how the Commission will serve, how the Board will meet, etc. and that information gathered from the exploratory group would give staff the opportunity to garnish the information that they need to better pin down specifically what type of detailed costs would be associated with the formation and the ongoing operation of the Commission. Then the two Council Members could share this information with the rest of the Council throughout the budget development process for the 2011/12 budget. Then if the Council is comfortable with the information gathered by the exploratory group during their investigations, they could recommend the formation of the Commission to the full Council.

Rick Thomas addressed the Council and suggested that one of the ways to offset the costs would be to take the \$2500 which the Council recently agreed to transfer out of the Wal-Mart Economic Development fund to help to offset some planning fees, and use that money instead to put toward the formation and operations of an EDC. It was his opinion that this would be a better use of the \$2500, as it would benefit the entire community and would help to move the entire community forward, rather than just one small individual business. Mr. Thomas stated that in researching the information that he presented for the Council from the Orland EDC, he spoke with Pat Ireland, who takes minutes for the Fish and Game Commission, and she expressed a willingness to contract, for a fee, to take the minutes of the EDC meetings and that way there wouldn't be any additional burden to an existing staff member who may already be over-tasked. He also stated that he liked the concept of the formation of an exploratory group and that he would like to meet with that group to look at ways to make this work. He also agrees with Mr. Sprague and he too believes that there are several members of the Business Community that would be willing to pay a few dollars up front to help to offset the first year's cost, as long as it was not excessive. He closed by stating that he didn't see the hard cost to the City being more than \$1000 per year. Mayor Hansen thanked Mr. Thomas for his comments and also for his gathering and presenting the information from the Orland EDC to the City Council.

Council discussion ensued once again, with the outcome being that Council Members Hobbs and Yoder volunteered to serve on an EDC exploratory ad-hoc subcommittee and to meet with members of the business community to discuss in greater detail the items that were outlined tonight.

Mr. Sprague addressed the Council and stated that he was pleased that two members of the Council were willing to step up to serve on the exploratory group. He recommended that from the outset somebody would begin taking minutes, if Council thought it would be appropriate, so the discussions and outcomes of the meetings would be captured. He stated that if Ms. Ireland would be agreeable to do that and if it was acceptable to the Council, he would be pleased to pay for minutes to be taken for the first three meetings that occur. Mayor Hansen thanked Mr. Sprague for his comments.

13. Council Member Reports:

Council Member Hobbs commented on Consent item 7 (d) stating that this item had been discussed at the most recent Library Board Meeting and all members were in agreement that it made sense to authorize a one year extension to current Library Board Trustee Dawn George, thus making it unnecessary to recruit for only one trustee every three years, and it will now change to recruiting for three trustees next year, and two trustees the following year, and the third year there would be no need to recruit. She also stated that the Library now has a very nice table that is displaying all of the new books and they are working on possibly getting coffee to serve on Saturdays for people to come in and have a cup of coffee while they are looking at the new books. Lastly, she announced that the April Library Board meeting will take place at the Bayliss Library and the May meeting will take place in Elk Creek.

Mayor Hansen stated that the Transportation and Regional Transit Committees met last Thursday in reference to reviewing potential service reductions because of the declining revenues with Glenn Ride, the Volunteer Medical Transportation and the New Freedom programs. The Orland and Willows City Circulator routes have been shut down recently as a cost cutting move and it saved approximately \$183,000 in the current budget year. At the March 17 meeting the Commission voted in favor of reductions to the Volunteer Medical Transportation which will increase the current fare to one half the Federal mileage reimbursement rate. There were also some service area modifications made to the Volunteer Medical Transportation in the Chico area. They also voted to increase the New Freedom program fare in conjunction with the Volunteer Medical Transportation fare, and the New Freedom service has been reduced to three days per week. The fare for in-county Glenn Ride service has increased by \$.25 and will now be \$1.50 and the fare to travel out of the county has increased to \$2.00.

14. Adjournment: Mayor Hansen adjourned the meeting at 7:53 p.m.

Dated: March 22, 2011

NATALIE BUTLER

City Clerk

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April 12, 2011

AGENDA ITEM

TO: Steve Holsinger, City Manager
FROM: Wayne Peabody, Fire Chief
SUBJECT: Acceptance of Fire Grant EMW-2010 FO-00959

RECOMMENDATION

Approve, by motion, to allow the Fire Chief to accept the 2010 Assistance to Firefighter Grant EMW-2010-FO-00959

SITUATION (or BACKGROUND):

The Willows Fire Department currently has no Wellness or Fitness Program. United States firefighter line of duty death studies consistently list sudden cardiac death as a primary cause. We currently staff one full time Firefighter/Engineer per shift. The department is additionally staffed by a paid Chief and one Prevention Captain; 22 Active Volunteer Firefighters and 24 Auxiliary members augment response to all emergencies. In that a majority of the staffing is volunteer; response staffing is highly variable based on time and day. Typically, at working structure fire scenes, our limited manpower necessitates that each firefighter perform several different jobs. Per NFPA guidelines, these independent jobs would be performed individually by separate firefighters. These factors further increase the physical stresses placed on our crews as they perform their tasks

The purpose of this project is to improve the health and fitness levels of our firefighters by creating a Health and Wellness program following the guidelines in NFPA 1582 and NFPA 1583. This will include baseline physicals for all department members, including a complete medical exam, relevant blood work, and a chest x – ray. Additionally, we will be instituting yearly NFPA compliant fitness and medical assessments for all paid employees and volunteers. This will include mandatory candidate physical agility assessments for new volunteers and employees. A comprehensive immunization program will be established. This will include immunizations for Hepatitis B, Flu vaccine, and TB testing. The grant funds will be used to purchase cardiovascular exercise and weight training equipment.

The total amount of the grant is for \$20,500 for equipment, \$2,500 for Immunizations and \$25,000 for Medical Exam's for a total amount of \$48,000. The grant is a 95/5 split with our 5% match being \$2,400.00. The funding source will come from 357.4030.150

Special Departmental. We believe that this is a valid request to offset cost to maintain federal and state mandates.

FINANCIAL CONSIDERATIONS:

This is a match grant of 5% which would come from the 2010/2011 budget. Building modifications will be paid for by the Willows Volunteer's.

NOTIFICATION:

Willows Public Safety Association (WPSA)

ALTERNATE ACTION:

1. Approve, by motion, to allow the Fire Chief to accept the 2010 Assistance to Firefighter Grant EMW-2010-FO-00959
2. Approve, by motion, as amended by council, to allow the Fire Chief to accept the 2010 Assistance Grant EMW-2010-FO-00959
3. Request additional information from staff
4. Reject staff recommendation and not authorize the Fire Chief to accept the 2010 Assistance Grant EMW-2010-FO-00959

RECOMMENDATION:

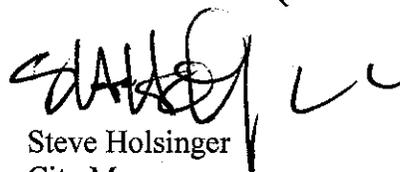
Approve, by motion, to allow the Fire Chief to accept the 2010 Assistance to Firefighter Grant EMW-2010-FO-00959

Respectfully submitted



Wayne Peabody
Fire Chief

Approved by



Steve Holsinger
City Manager

AGENDA ITEM

TO:  Steve Holsinger, City Manager

FROM: Tim Sailsbery, Finance Director

SUBJECT: CDBG Funding- General Input Public Hearing

RECOMMENDATION

Conduct Public Hearing and Receive Public Input Regarding Possible CDBG Grant Projects

SITUATION (or BACKGROUND):

The City is required to hold a public hearing to obtain public input in order to make a decision regarding applications for Community Development Block Grant funds. This public hearing is for the CDBG funds the City may apply for during the remainder of the 2010/11 fiscal year.

Grant projects from the General Allocation may be funded in accordance with the attached Funding Guidelines commentary up to \$800,000. In addition, Grants up to \$70,000 per year for project specific planning or \$35,000 for non project specific planning from both the General and Economic Development Planning and Technical Assistance allocation, up to a maximum of \$140,000. Planning and Technical Assistance allocation may be awarded and do not count toward the \$800,000 cap.

The major activity categories are General, Economic Development, and Planning and Technical Assistance; Housing-New Construction; Housing-Acquisition; Housing-Rehabilitation; Community Facilities/Public Services; Public Works; and Economic Development. Projects funded with CDBG funds must carry out at least one of the three National objectives as follows: Benefit to Targeted Income Group (TIG) persons, elimination of slums and blight, and emergency and urgent need.

The City anticipates applying for up to the maximum grant amount of \$800,000 under the General and Economic Development components, if said funds become available, as well as the maximum grant amount of \$140,000 from the General and Economic Development Planning and Technical Assistance components.

If an appropriate qualifying project arises, the City may also apply under the State Over-The-Counter Economic Development Program for up to \$2,500,000 in funding for project specific, job creation or maintenance business assistance financing.

FINANCIAL CONSIDERATIONS:

None.

NOTIFICATION

Notice of Public Hearing published in local newspaper of general circulation

ALTERNATE ACTIONS

None

RECOMMENDATION

Conduct Public Hearing and Receive Public Input Regarding Possible CDBG Grant Projects

Respectfully submitted,



Tim Sailsbery
Finance Director

AGENDA ITEM

April 12, 2011

TO: Members of City Council

FROM: Karen Mantele, Principal Planner

SUBJECT: General Plan Annual Progress Report
City of Willows General Plan Year End Review for November 1, 2010 to March 31, 2011

RECOMMENDATION

Review and accept the General Plan Annual Progress Report (with amendments from the Planning Commission) and direct Staff to forward to the Governor's Office of Planning and Research and the State Department of Housing and Community Development as required by Government Code Section 65400(b).

PROJECT DESCRIPTION:

The preparation of a General Plan Annual Progress Report (APR) per Government Code Section 65400, which reports the efforts within the Housing Element that remove governmental constraints to the maintenance, improvement, and development of housing, and the status of implementation of these programs. Additionally the APR includes the RHNA numbers and where the City stands with meeting these numbers. (RHNA planning period covers from January 1, 2007 to June 30, 2014)

Analysis:

The 2009-2014 Housing Element was adopted by the City Council on June 8, 2010. The Element was certified as adequate by the State Department of Housing and Community Development (HCD) on September 9, 2010. The City now has an adopted and certified updated Housing Element which outlines the City's plan to meet the Regional Housing Needs Allocation for the anticipated future housing needs for all income groups.

Affordability levels for the City of Willows is based upon Glenn County income limit information (adjusted for household size) provided by HCD each year. In Glenn County, the 2010 income limits are based upon a median income of \$33,780 for a family of four. Willows' fair share housing allocation represents 37 percent of Glenn County's total housing allocation needs. This median income figure has not changed for 2011.

The attached housing unit report includes the unit count of new housing produced during the calendar years from 2007 to 2011 and provides a ten year over view of building permit issuance

FINANCIAL CONSIDERATIONS

None

ALTERNATE ACTIONS

No alternatives are recommended.

RECOMMENDATION

Respectfully submitted,



Karen Mantele
Principal Planner

Approved by:



Steve Holsinger
City Manager

Attachments:

*General Plan Annual Progress Report



City of Willows General Plan Year End Report, including Housing Need Production as required by Government Code Section 65400(b)

General Plan Year End Report

Government Code Section 65400 requires each governing body to prepare an annual report on the status and progress in implementing the jurisdiction's housing element using forms and definitions adopted by the Department of Housing and Community Development (Department). The annual report is an important tool to facilitate implementation of a community's housing element and in tracking and monitoring progress in addressing housing needs and goals. The report includes information on the jurisdiction's progress in addressing the regional housing need allocation, including the number of housing units permitted by income level, the status of programs in the housing element and efforts to remove governmental constraints.

The 2009-2014 Housing Element was adopted by the City Council on June 8, 2010 and certified as adequate by the State Department of Housing and Community Development (HCD) on September 9, 2010.

The attached Annual General Plan Year End Report has been completed on the HCD required reporting forms and is additionally spelled out separately to identify the specific programs and status of implementation.

Housing Needs Production Form

Organization: City of Willows, California
Address: 201 North Lassen Street, Willows, CA 95988
Contact: Karen Mantele, Project Planner
Phone: 530-934-7041

Progress Towards Achieving Housing Needs Allocation:

Accounting for residential activity since the start of the current planning period (2007) is an important step in determining the remaining balance of fair share housing units to be accommodated through the remainder of the planning period. In 2007, the City issued 7 building permits for the construction of new single family dwelling units, which are assumed to be available to above moderate-income households. The City issued 3 building permits for new residential construction in 2008 and 2009 and 1 building permit in 2010. There have been no new single family units constructed in 2011 as of March 31, 2011. There have not been any applications for second-units (a.k.a. granny units) within the City during the current planning period either.

The following table provides the prescribed number of housing units that must be planned for at varying levels of affordability between 2007 and 2014, and the unit count of housing produced within the 2007-2014 Regional Housing Needs Allocation (RHNA) cycle.

**Unit Count of Housing Produced for the 2007-2014 Regional Housing Needs Allocation
(RHNA) Cycle
Report Time Period: Calendar Years 2007 - 2011**

Identified Affordability Categories Percent of Glenn County median income (AMI)	2007-2014 RHNA (New Construction Needed)	Units Added 2007	Units Added 2008	Units Added 2009	Units Added 2010	Units added 2011	Deed Restrictd (Y/N)	Total Units added 2007-2011	Housing Units Needed
Very Low (Up to 50% AMI)	104	0	0	3	0	0	NO	3	49
Low (51% to 80 AMI)	82	0	0	3	0	0	NO	3	49
Moderate (81% to 120%AMI)	103	0	0	0	0	0	NO	0	82
Above Moderate (over 120% of AMI)	198	12	3	0	1	0	NO	16	87
Total	487	12	3	6	1	0		22 (4.5% of RHNA needs)	465

Building Permit Issuance Tracking History:

The City of Willows like many other jurisdictions across California have experienced a decline in building in the past couple of years as the economic recession has slowed housing construction. Below is an over view of the past ten years of new single family building permits issued by the City of Willows and based upon final certificate of occupancy.

2000	0 permits
2001	4 permits for SFD
2002	1 permit for SFD
2003	2 permits for SFD
2004	6 permits for SFD
2005	19 permits for SFD
2006	11 permits for SFD
2007	12 permits for SFD
2008	3 permits for SFD
2009	6 permits for MFD
2010	1 permit for SFD
2011	No permits issued for new SFD as of 3/31/2011

Government Code Section 65400 mandates that cities include in their annual report the local efforts to remove governmental constraints to the development of housing, as defined in Government code Section 65583(c)(3) and 66584. The following policies, summarized below, are described within the newly certified Housing Element as the strategies the City's will implement in order to promote development of sufficient housing and remove governmental constraints to development of housing, especially housing affordable to extremely low-, very-low-, and low-income households.

Program#	Program Action	Timeframe	Status
HD-1.1.1	<p>Amendments to the Zoning Ordinance and Land Use Element to include:</p> <ul style="list-style-type: none"> *Increase densities in the High Density Residential (R-3) zone from a max of 14 units per acre to 16-30 units per acre *Increase densities in the Multiple Residence-Office Professional (R-P) zone to allow up to 30 units per acre *Increase the density in the Two-Family Residential (R-2) zone to allow up to 15 units per acre *Allow for residential uses on all floors except the ground level as a permitted use in both the Central Commercial (CC) and General Commercial (CG) zones without a conditional use permit *Amend the Land Use Element to be in compliance with the Housing Element by incorporating a Medium Density Residential (MDR) designation which will allow 7-15 units per acre and increase the Multifamily Residential designation (MFR) to allow for 16-30 units per acre. *Rezone APN 001-330-017-to the R-3 zone, allowing exclusively residential uses and a minimum of 16 units per acre 	<p>Within one year of Certification of the Housing Element</p>	<p>Working on implementation of programs</p>
HD-1.1.4	<p>*Implement a second dwelling unit ordinance that follows the requirements of state law Government Code Section 65852.1</p>	<p>Within one year of certification of the Housing Element</p>	<p>Working on implementation of program</p>
HD-1.1.5	<p>*Amend the Zoning Ordinance to allow for the development of manufactured housing in single family residential zones</p>	<p>Within one year of certification of the Housing Element</p>	<p>Working on implementation of program</p>
HD-1.4.1	<p>*Amend the Zoning Ordinance to allow for residential development above commercial and mixed used by right without any discretionary review</p>	<p>Within one year of certification of the Housing Element</p>	<p>Working on implementation of program</p>
HD-1.5.1	<p>*Annually apply for grant funds to include HOME and CDBG General Allocation funds</p>	<p>Apply for funds as NOFA's are released</p>	<p>When NOFA is released</p>
HD-1.5.3	<p>*Expand homeownership opportunities for very low</p>	<p>Apply for funds as NOFA's</p>	<p>When NOFA is</p>

	and low income and first time homebuyers	are released	released
HD-1.5.4	*Conduct a senior needs assessment to identify the existing and future housing needs of senior citizens to determine need for housing & care facilities for senior citizens	Utilize County survey results by December 2014; Offer incentives on an on-going basis as developers show interest in developing senior housing	City will look at conducting own survey by Dec. 2014 as county is not preparing a survey
RC-1.3.1	*Adopt provisions to approve residential care facilities by right in accordance with Health and Safety Code Section 1267.8, 1566.3, and 1568.08	Within one year of certification of the Housing Element	Working on implementation of program
RC-1.3.2	*Develop and formalize a general process that will streamline the permit review process for a person with disabilities to make a reasonable accommodation request. *Amend the Zoning Ordinance definition of family to reflect occupancy standards for up to six unrelated persons	Within one year of certification of the Housing Element	Working on implementation of program
RC-1.3.3	*Amend the Zoning Ordinance to allow emergency shelters as a permitted use in the General Commercial (CG) District *City will evaluate adopting development and managerial standards that will be consistent with Government Code Section 65583(a)(4)	Within one year of certification of the Housing Element	Working on implementation of program
RD-1.3.4	*Update the Zoning Ordinance to include separate definitions of transitional and supportive housing as defined in Health and Safety Code Sections 50675.2 and 50675.14 , with both uses allowed as a permitted use in all residential zones subject to only the same restrictions on residential uses contained in the same type of structure	Within one year of certification of the Housing Element	Working on implementation of program
RC-1.3.5	*Update the Zoning Ordinance to allow for the development of single-room occupancy units (a type of residential hotel offering one-room units for long-term occupancy	Within one year of certification of the Housing Element	Working on implementation of program
RC-1.3.6	*Amend the Zoning Ordinance to include employee housing in the Agriculture General District as defined by Health and Safety Code Section 17021.6	Within one year of certification of the Housing Element	Working on implementation of program

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation (CCR Title 25 §6202)

Jurisdiction City of Willows
Reporting Period 11/1/2010 - 3/31/2011

Table A

Annual Building Activity Report Summary - New Construction Very Low-, Low-, and Mixed-Income Multifamily Projects

1		Housing Development Information						5a		6		7		8	
		2	3	4			5	Assistance Programs and/or Deed Restrictions		Deed Restrictions		Housing without Financial Assistance or Deed Restrictions			
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure (R=Renter, O=Owner)	Affordability by Household Income:			Total Units per Project	Est. # Infill Units*	Assistance Programs and/or Deed Restrictions		Deed Restrictions		Housing without Financial Assistance or Deed Restrictions			
			Very Low Income	Low Income	Moderate Income	Above Moderate Income			See Instructions		See Instructions		Note below the number of Units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the Units were affordable. Refer to instructions.		
(9) Total of Moderate and Above Moderate from Table A3			▲	▲	0	16	16								
(10) Total by income Table A/A3			▲	▲	0	16	16								
(11) Total Extremely Low-Income Units*															

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction: City of Willows
Reporting Period: 11/1/2010 - 3/31/2011

**Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)**

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				TOTAL UNITS	(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low Income	Very Low Income	Low Income	0		
(1) Rehabilitation Activity				0		
(2) Preservation of Units At-Risk				0		
(3) Acquisition of Units				0		
(5) Total Units by Income	0	0	0	0		

* Note: This field is voluntary

**Table A3
Annual building Activity Report Summary for Above Moderate-Income Units
(not including those units reported on Table A)**

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate						0	
No. of Units Permitted for Above Moderate	16					16	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Willows
Reporting Period 11/1/2010 - 3/31/2011

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level	Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.	RHNA Allocation by Income Level										Total Units to Date (all years)	Total Remaining RHNA by Income Level		
		2007	2008	2009	2010	2011	2012	2013	2014	Year 9					
Very Low	Deed Restricted														
	Non-deed restricted			3										3	101
Low	Deed Restricted														
	Non-deed restricted			3										3	79
Moderate	Deed Restricted														
	Non-deed restricted														103
Above Moderate		12	3		1								16	182	
Total RHNA by COG. Enter allocation number:		12	3	6	1	0							22 (4.5%)	465	
Total Units															
Remaining Need for RHNA Period															

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Willows
 Reporting Period 11/1/2010 - 3/31/2011

Table C
 Program Implementation Status

Program Description (By Housing Element Program Names)	Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
		Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
HD-1.1.1		Increase densities in High Density Res. (R-3 zone) from max of 14 increase densities in R-3 zone to allow up to 30 upa	year of certification	working towards implementation
		Increase densities in R-1 zone to allow up to 15 upa	one year of certification	working towards implementation
		Allow for res uses on all floors except ground level in CC & CG	one year of certification	working towards implementation
		Amend land use element to add a MDR designation allowing 7-15	one year of certification	working towards implementation
		Rezone 001-330-017 to R-3	one year of certification	working towards implementation
HD-1.1.4		implement second dwelling unit ordinance	one year of certification	working towards implementation
HD-1.1.5		Amend ZO to allow for dev of Mtg Housing in SFR zones	one year of certification	working towards implementation
HD-1.4.1		Amend ZO to allow for res dev above comm. & mixed use by right	one year of certification	working towards implementation
HD-1.5.1		annually apply for grant funds/CDBG & HOME	NOFA are apply as	Have not applied for any funds
HD-1.5.3		Expand homeownership opportunities for VL and first time	NOFA are	have not applied for any funds
HD-1.5.4		conduct senior needs assessment	by dec. 2010	looking into applying for PTA funds
RC-1.3.1		to ID existing and future needs of Adopt provisions to approve res care facilities by right	one year of certification	working towards implementation
RD-1.3.2		Develop & formalize general process to streamline permit	one year of certification	working towards implementation

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	City of Willows
Reporting Period	11/1/2010 - 3/31/2011

General Comments:

Attached is the full list of programs and the objectives and time frames and status as all of them would not fit in the spaces given above.

AGENDA ITEM

TO:  Steve Holsinger, City Manager

FROM: Tim Sailsbery, Finance Director

SUBJECT: Agreement with Hinderliter, De Llamas and Associates to Provide Sales Tax Audit Service

RECOMMENDATION: In separate motions, (1) Approve the contract with Hinderliter, DeLlamas and Associates ("HDL") to provide Sales Tax Audit Services, and (2) Adopt the resolution authorizing examination of sales, use and transaction tax records.

Background

Following Council's direction to pursue sales tax audit services, Staff contacted Hinderliter, De Llamas and Associates ("HDL") to seek said services. Please find attached the resulting Agreement for Sales and Use Tax Audit and Information Services. The audit will be performed on a percentage of recovery basis, with HDL retaining 15% of the amount recovered for a period of eight quarters.

The contract also contains a provision for the City to subscribe to HDL's sales tax database reports, which will indicate sales tax information by various business categories in the City. Ratification of the contract does not obligate the City at this time for said service; it may be added later if it is deemed appropriate to do so.

In addition to the contract, the process includes the passage of a resolution authorizing HDL to examine the sales and use tax transactions (the sales tax audit) of those businesses deemed to be within the City limits. Such examination will be done via the Board of Equalization rather than individual businesses. Individual business may only be contacted upon the request of the City.

FINANCIAL CONSIDERATIONS:

To Be Determined

ALTERNATIVE ACTIONS

- Approve the contract with HDL and adopt the resolution authorizing the examination of sales, use, and transaction tax records
- Table item for decision at a later date
- Reject the contract and corresponding resolution

RECOMMENDATION: In separate motions, (1) Approve the contract with Hinderliter, DeLlamas and Associates ("HDL") to provide Sales Tax Audit Services, and (2) Adopt the resolution authorizing examination of sales, use and transaction tax records.

Respectfully Submitted,



Tim Sailsbery
Finance Director

EXHIBITS: Agreement for Sales and Use Tax Audit and Information Services
Resolution

AGREEMENT FOR SALES and USE TAX AUDIT and INFORMATION SERVICES

This Agreement is made and entered into as of the 12th day of April, 2011 by and between the CITY OF WILLOWS, a municipal corporation hereinafter called CITY, and HINDERLITER, DE LLAMAS AND ASSOCIATES a California Corporation, hereinafter called CONTRACTOR.

I. RECITALS

WHEREAS, sales, use and transactions tax revenues can be increased through: a system of continuous monitoring, identification and correction of allocation errors, and

WHEREAS, CITY desires to provide for the examination of its sales and use tax revenues to ensure that all sales and use tax due the CITY is being properly allocated to CITY and to recover revenues erroneously allocated to other jurisdictions and allocation pools; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the sales and use tax services referenced herein;

THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

II. SERVICES

The CONTRACTOR will perform the following services:

A. ALLOCATION AUDIT AND RECOVERY

1. CONTRACTOR shall conduct an initial and on-going sales and use tax audit to identify and correct "point-of-sale" distribution errors and thereby generate previously unrealized sales tax income for the CITY. Common errors that will be monitored and corrected include: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; misreporting of "point of sale" to the wrong location; failure to properly allocate out of state purchases exceeding \$500,000; failure to designate warehouses as "point of sale" for out of state orders, improper designation of self imposed use tax, misallocating use tax payments to the allocation pools and erroneous fund transfers and adjustments.
2. CONTRACTOR will initiate contacts with the appropriate sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY'S relations with the business community.
3. CONTRACTOR shall prepare and submit to the Board of Equalization all information necessary to correct any allocation errors that are identified and shall follow-up with the individual businesses and the State Board of Equalization to ensure that all back quarter payments due the CITY are recovered.

4. If during the course of its audit, CONTRACTOR finds businesses located in the CITY that are properly reporting sales tax but have the potential for modifying their operation to provide an even greater share to the CITY, CONTRACTOR shall so advise CITY and upon request, shall work with those businesses and the CITY to encourage such changes.

III. OPTIONAL SERVICES

At CITY'S option and on written request from the City Manager:

B. SALES TAX AND ECONOMIC ANALYSIS

1. CONTRACTOR shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the CITY for the most current and previous eight quarters back, or earlier, if the CITY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the CITY on: major sales tax producers by rank and category, sales tax activity by categories, business districts or redevelopment areas, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
2. CONTRACTOR shall provide up-dated reports each quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. Quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments will be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.

3. CONTRACTOR shall additionally provide a quarterly summary analysis for the CITY or its Redevelopment Agency to share with Chambers of Commerce and other economic development interest groups that analyze CITY'S sales tax trends by major groups, and geographic areas without disclosing confidential information.
4. CONTRACTOR shall make available to CITY Staff the HdL sales tax computer software program and database containing sellers permit and quarterly allocation information for all in-city business outlets registered with the Board of Equalization and update quarterly. In addition, contractor shall process for CITY the monthly registration and allocation files provided by the Board in magnetic media. Printouts of registration changes and dollars allocated by business name and number will be provided from these files on a monthly basis.

IV. CONFIDENTIALITY

Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. This section specifies the conditions under which a CITY may authorize persons other than City officers and employees to examine State Sales and Use Tax records.

The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement.

- A. CONTRACTOR is authorized by this Agreement to examine sales or transactions and use tax records of the Board of Equalization provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law.

- B. Contractor is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.
- C. Contractor is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.
- D. Contractor is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Board of Equalization records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Contractor as a person, authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

V. PROPRIETARY SOFTWARE

A. OWNERSHIP OF MATERIALS, CONFIDENTIALITY.

- 1. Software License. HdL hereby provides a license to the City to use HdL's Software. The software shall only be used by the City. The City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The license granted hereunder shall not imply ownership by City of said software, rights of the City to sell said software, or rights to use said software for the benefits of others. This license is not transferable. Upon termination, the software license shall expire, all

copies of the software shall be removed from the City's computers and network and all digital copies deleted or otherwise destroyed.

2. City Data. HdL acknowledges that the account data generated by the City during the course of City operations is the property of the City. At the termination of this Agreement the City data will be made available to the City in a format acceptable to both the City and HdL.

3. Proprietary Information. As used herein, the term "proprietary information" means any information which relates to HdL's computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; or business processes. City shall hold in confidence and shall not disclose to any other party any HdL proprietary information in connection with this Agreement, or otherwise learned or obtained by the City in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.

VI. CONSIDERATION

- A. CONTRACTOR shall be paid 15% of all new Sales and/or Use tax revenue received by the CITY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees") including any reimbursement from the Sales and Use Tax Compensation Fund as outlined in Section 97.68 of the Revenue and Taxation Code. New sales and/or use tax revenue shall not include any amounts determined by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S

responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

CONTRACTOR shall obtain CITY approval prior to beginning the work of correcting tax reporting methodology or "point of sale" for specific businesses where said payment of the percentage fee will be expected. Said approval shall be accomplished by the City Administrator or his designated representative on the Sales Tax Audit Authorization form, a copy of which is attached as "Exhibit A." CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of State Fund Transfers and payments to CITY from businesses identified in the audit and approved by the CITY.

- B. Above sum shall constitute full reimbursement to CONTRACTOR for all direct and indirect expenses incurred by CONTRACTOR in performing audits including the salaries of CONTRACTOR'S employees, and travel expenses connected with contacting local and out-of-state businesses and Board of Equalization representatives.
- C. The CITY may at anytime during the contract, exercise the option to receive the additional services outlined in Section III (page 3). CONTRACTOR shall establish the sales tax and audit databases, will provide the ongoing reports and analysis and will make available the computer program and databases referenced above for a fee of \$325.00 per month, invoiced quarterly (hereafter referred to as "monthly fee").

D. Extra work beyond the Scope of Services set forth in this agreement such as special analyses requiring modification of CONTRACTOR'S software or extraordinary manual compilation of data will not be performed by CONTRACTOR or reimbursed by CITY unless such extra work is specifically authorized in writing by City Manager or his designated representative. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the CITY and CONTRACTOR at the time the CITY'S written authorization is given to CONTRACTOR for the performance of said services.

VII. CITY MATERIALS AND SUPPORT

CITY shall adopt a resolution in a form acceptable to the State Board of Equalization and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales tax records of CITY. CITY further agrees to provide any information or assistance that may readily be available such as business license records within the CITY and to provide CONTRACTOR with proper identification for contacting businesses. CITY further agrees to continue CONTRACTOR'S authorization to examine the confidential sales tax records of the CITY by maintaining CONTRACTOR'S name on the CITY Resolution or by providing copies of future allocation reports on computer readable magnetic media until such time as all audit adjustments have been completed by the State Board of Equalization and audit fees due the CONTRACTOR have been paid.

VIII. TERMINATION

This Agreement may be terminated by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation

of such notice, CONTRACTOR may continue to work through the date of termination. Upon termination as provided herein, CONTRACTOR shall be paid the value of all tax analysis and reporting work performed less payments previously made by CITY. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to amounts due for any unpaid invoices, and to businesses identified by CONTRACTOR which make tax payments after termination of this Agreement as a result of CONTRACTOR'S work. After CITY receives said tax payments for such businesses, CONTRACTOR shall be paid the audit fees resulting from tax payments made by the business for back quarter reallocations and the first eight consecutive reporting quarters following completion of the audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization. Compensation for any audit work previously authorized and satisfactorily performed shall be made at the times provided in the preceding section entitled "Consideration."

All documents, data, surveys and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR.

IX. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in his own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of CITY.

X. NON-ASSIGNMENT

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of CITY.

XI. ATTORNEY'S FEES

In the event a legal action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

XII. GOVERNING LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this agreement.

XIII. INDEMNIFICATION

CONTRACTOR hereby agrees to, and shall hold CITY, its elective and appointive boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from CONTRACTOR'S willful or negligent acts, errors or omissions or those of its employees or agents. CONTRACTOR agrees to and shall defend CITY and its elective and appointive boards, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid willful or negligent acts, errors or omissions.

CITY hereby agrees to, and shall hold CONTRACTOR, its officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from CITY'S negligent acts, errors or omissions under this Agreement. CITY agrees to and shall defend CONTRACTOR and its officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors or omissions.

XIV. NOTICE

All notices required by this Agreement shall be given to CITY and CONTRACTOR in writing, by personal delivery or first class mail postage prepaid, addressed as follows:

CITY: CITY OF WILLOWS
201 North Lassen Street
Willows, CA 95988

CONTRACTOR: HINDERLITER, DE LLAMAS, & ASSOCIATES
1340 Valley Vista Drive, Suite 200
Diamond Bar, CA 91765

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY:
CITY OF WILLOWS

Mayor

City Clerk

CONTRACTOR:
HINDERLITER, DE LLAMAS & ASSOCIATES
A California Corporation

President

SAMPLE

SAMPLE

EXHIBIT A

Sales Tax Audit

Work Authorization No. _____

The following business or businesses, located in the City of Willows, have been identified as having the potential for generating additional sales tax revenue to the City of Willows. Contractor is hereby authorized to contact the given business(s) and the State Board of Equalization to verify the accuracy of the current reporting methodology and obtain the necessary documentation for the Board of Equalization, to modify allocation formulas, and to return previous misallocated revenue that may be due to City.

Contractor's compensation shall be 15% of the new sales and/or use tax revenue received by the City as a result of audit and recovery work performed by Contractor, as set forth in the Agreement between Contractor and City.

CITY OF WILLOWS

By: _____

Date _____

HINDERLITER, DE LLAMAS AND ASSOCIATES

By: _____

Date _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS
AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS
TAX RECORDS

WHEREAS, pursuant to Willows Municipal Code Chapter 3.15, Sales and Use Tax, the City of Willows entered into a contract with the State Board of Equalization to perform all functions incident to the administration and collection of local sales, use and transactions taxes; and

WHEREAS, the City Council of the City of Willows deems it desirable and necessary for authorized representatives of the City to examine confidential sales, use and transactions tax records of the State Board of Equalization pertaining to sales, use and transactions taxes collected by the Board for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Board.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILLOWS HEREBY RESOLVES AS FOLLOWS:

Section 1. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the State Board of Equalization (hereafter referred to as Board), is hereby appointed to represent the City of Willows with authority to examine sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the City by the Board pursuant to the contract between the City and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Board pursuant to that contract.

Section 2. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Board, is hereby appointed to represent the City with authority to examine those sales, use and transactions tax records of the Board, for purposes related to the following governmental functions of the City:

- (a) City administration
- (b) Revenue management and budgeting
- (c) Community and economic development
- (d) Business license tax administration

(a) through (d) are governmental functions that often involve use of sales tax data. Please select from this list or add categories as needed to reflect local usage of sales tax data.

The information obtained by examination of Board records shall be used only for those governmental functions of the City listed above.

Section 3. That Hinderliter, de Llamas & Associates is hereby designated to examine the sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the City by the Board. The person or entity designated by this section meets all of the following conditions:

- (a) has an existing contract with the City to examine those sales, use and transactions tax records;
- (b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information.
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of Board records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Board pursuant to the contract between the City and the Board and for purposes relating to the governmental functions of the City listed in section 2 of this resolution.

Introduced, approved and adopted this 12th day of April, 2011, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED: _____

Gary Hansen, Mayor

ATTEST: _____

Natalie Butler, City Clerk

I, _____, City Clerk of the City of Willows, California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced, approved and adopted by the City Council of the City of Willows, at a regular meeting of said Council held on the 12th day of April, 2011.

Natalie Butler, City Clerk

April 12, 2011

AGENDA ITEM

TO: Steve Holsinger, City Manager
FROM: Wayne Peabody, Fire Chief
Subject: Weed Abatement Contract

RECOMMENDATION

Approve, by motion the City of Willows Weed Abatement Contract; including all Exhibits, Attachments & Schedules and allow staff to solicit bids for abatement contractor.

SITUATION:

In December 2010 City council developed a sub committee to review the existing Weed Abatement program/process. After review of the existing program and reviewing optional programs from surrounding communities, the sub-committee determined there were some opportunities for improvement in process and procedure. Therefore a new contract, with provisions similar to those utilized by neighboring agencies, was recommended by the sub-committee. Comprehensive review was completed by the City Attorney and the final draft is attached and recommended for approval. Staff is also seeking approval to commence soliciting bids for the 2011/2012 Weed Abatement process.

FINANCIAL CONSIDERATIONS:

Unknown at this time, however it is anticipated the basic "scope-of-service" (Exhibit B) and "compensation" (Exhibit C) shall not exceed fifteen thousand (\$15,000) dollars.

ALTERNATE ACTIONS:

1. Approve, by motion the City of Willows Weed Abatement Contract; including all Exhibits, Attachments & Schedules and allow staff to solicit bids for abatement contractor.
2. Request additional information from staff
3. Reject staff recommendation and/or direct item to be returned.

RECOMMENDATION:

Approve, by motion the City of Willows Weed Abatement Contract; including all Exhibits, Attachments & Schedules and allow staff to solicit bids for abatement contractor.

Respectfully Submitted

Approved By:



Wayne Peabody
Fire Chief

Steve Holsinger,
City Manager

Attachments:

City of Willows 2011/2012 Weed Abatement Contract



CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor

Project Title

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

THIS CONTRACTUAL SERVICES AGREEMENT (Agreement) is entered into on _____, 2011, between the City of Willows, a municipal corporation under the laws of the State of California, (City) and _____, an individual, dba _____, hereinafter referred to as "Contractor".

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SECTION 1 - DESCRIPTION OF PROJECT

City desires to undertake that certain project (Project) described in EXHIBIT "A," entitled "DESCRIPTION OF PROJECT," and Contractor agrees to provide City, at its own cost and expense, all services and furnish all labor and materials necessary to complete in a good, professional and substantial manner, the contractual services indicated and described in SECTIONS 2 and 3, respectively.

SECTION 2 - SCOPE OF CONTRACTUAL SERVICES - BASIC

Contractor shall perform those basic contractual services in connection with the Project as are set forth more particularly in EXHIBIT "B," entitled "SCOPE OF CONTRACTUAL SERVICES - BASIC.

SECTION 3 - SCOPE OF CONTRACTUAL SERVICES - ADDITIONAL

City and Contractor agree that it may be necessary for Contractor to perform or secure the performance of related contractual services other than those set forth herein. In such instance, Contractor shall advise City, in advance and in writing, of the need for such additional contractual services, their cost and the estimated time (if appropriate) required to perform them. Contractor shall not proceed to perform any such additional service until City has determined that such service is beyond the scope of the basic contractual services to be provided by Contractor and has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT "B," accordingly.

SECTION 4 - COMPENSATION

Contractor shall be compensated for contractual services rendered to City pursuant to this Agreement periodically at the rate as set forth in EXHIBIT "C," entitled "COMPENSATION," and in accordance with all other applicable provisions of this Agreement. Amounts due to Contractor from City for contractual services rendered shall be evidenced by the submission to City by Contractor of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the contractual services invoiced were provided. City will make

payment on each such invoice within 45 days of receipt of it. However, if Contractor submits an invoice which is incorrect, incomplete or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Contractor until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONTRACTOR

By executing this Agreement, Contractor warrants to City that Contractor possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services contemplated under this Agreement. In procuring the professional services of others to assist Contractor in performing the professional services set forth at EXHIBIT "B" or additional professional services under SECTION 3 of this Agreement, Contractor shall not employ or otherwise obtain the professional services of any person or entity known to Contractor or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Contractor further warrants that Contractor will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this Project for which professional services are rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate to the contractual services contemplated by this Agreement, The City shall:

- 6.1 Guarantee access to and make all provisions for Contractor to enter upon City and Private property as required for Contractor to perform Contractor's contractual services.
- 6.2 Designate in writing a person(s) to act as City's representative with respect to the services to be performed under this Agreement. Such person(s) shall have complete authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's contractual services.
- 6.3 Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in the contractual services.

SECTION 7 - INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the City and its City Council, officers, employee and volunteers from and against all claims, damages, losses and expenses, including litigation costs and attorney fees, arising out of performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

SECTION 8 - INSURANCE PROVISIONS

Any requirements by City that Contractor carry general liability or any other type of insurance in connection with the services to be performed and/or contractual services to be rendered by Contractor pursuant to this Agreement shall be as set forth in EXHIBIT "D," entitled "INSURANCE PROVISIONS."

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Contractor shall maintain all books, records, documents, accounting ledgers and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Contractor by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times during Contractor's usual and customary business hours, Contractor shall provide proper facilities to City's representative(s) for such access and inspection. Contractor shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional service to City, falling under the provisions of SECTION 3 hereinabove.

9.2 Assignment

This Agreement is binding on the heirs, successors and assigns of the parties hereto and shall not be assigned by either City or Contractor without the prior written consent of the other.

9.3 Compliance with Laws, Rules, Regulations

All contractual services performed by Contractor pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes and any rules or regulations promulgated thereunder.

9.4 Exhibits Incorporated

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

9.5 Independent Contractor

City and Contractor agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Contractor shall be solely responsible for the conduct and control of the services performed under this Agreement. Contractor shall be free to render contractual services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Contractor's ability to fulfill the obligations established herein to City.

9.6 Permits and Licenses

Contractor shall procure all permits and licenses, pay all charges, assessments and fees

9.7 Patents

Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices or processes used on or incorporated in the services.

9.8 Integration: Amendment

This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

9.9 Control of Services - Direction

City representative(s) designated pursuant to Subsection 6.2 of this Agreement shall decide all questions which may arise as to the quality or acceptability of materials furnished and services performed and as to the manner of performance and rate of

progress of the services, all questions which arise as to the interpretation of the specifications, all questions as to the acceptable fulfillment of this Agreement on the part of the Contractor and all questions as to claims and compensation.

9.10 Interpretation of Specifications

Should it appear that the services to be done or any matter relative thereto is not sufficiently detailed or explained in any specifications, special provisions, and/or related documents, Contractor shall apply to the City for such further explanations as may be necessary and shall conform to such explanations or interpretations as part of this Agreement, so far as may be consistent with their original intent. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the City's representative(s), whose decision thereon shall be final.

9.11 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Contractor notice to proceed with the services. Such notice may authorize Contractor to render all of the contractual services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Contractor shall diligently proceed with the services as authorized.

9.12 Subcontracts

Contractor shall be entitled, to the extent determined appropriate by Contractor, to subcontract any portion of the services to be performed under this Agreement. Contractor shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Contractor shall not relieve Contractor, in any manner, of the obligations and requirements imposed upon Contractor by this Agreement.

9.13 Term: Extension: Termination

The initial term of this Agreement shall commence upon City's issuance to Contractor of a notice to proceed for all or a portion of the contractual services, as hereinabove provided, and terminate 12 months from the date of such notice to proceed.

This Agreement may be extended for two additional periods of 12 months, upon execution of an amendment by the City and Contractor providing therefor. For each succeeding 12-month term of this Agreement, Contractor may request City to adjust the compensation rate(s) during such term. Contractor's request for such an adjustment shall be filed with City no later than January 15, and shall be accompanied by such documentation, including, but not limited to, financial reports and records, operational cost data, and the like, as may be required by City to enable it to satisfactorily evaluate and make a determination upon it. Nothing hereinabove, however, shall require City to make any adjustment therefore in response to Contractor's request. Further, in no event shall any such adjustment exceed an amount equal to 75 percent of the increase in the Consumer Price Index for All Urban Consumers (CPI-U) - U.S. City Average - as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the most recent available previous 12-month period. As an example, if such Index increased 10 percent for a preceding 12-month period, an annual adjustment could not exceed 7.5 percent regardless of whether or not the Contractor's documented costs exceed 7.5 percent. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Contractor. In this latter event, Contractor shall be entitled to compensation for all service rendered and services performed for City to the date of such termination.

9.14 Notice

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City:

City Manager
City of Willows
201 N Lassen St
Willows, CA 95988-3406

To Contractor:

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT "E," entitled "SPECIAL PROVISIONS." IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

CITY OF WILLOWS:

CONTRACTOR:

By: Steve Holsinger
City Manager

By:
Owner

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Gary Krup,
City Attorney

Wayne Peabody
Fire Chief

The City of Willows is an Equal Opportunity Provider

CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor

Project Title

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

EXHIBIT "A"

DESCRIPTION OF PROJECT

Contractor shall provide weed, debris and vegetation removal services to the City of Willows for the period of **May 31, 2011 through May 30, 2012**.

Areas under the protection of State and Federal environmental agencies shall be cleared as outlined in Section 1.5, Subsection B "Grading/Disturbance Restrictions - Protected Areas" of Exhibit "B".

CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor

Project Title

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

EXHIBIT "B"

SCOPE OF CONTRACTUAL SERVICES BASIC

Scope of Contractual Services - Basic

The Contractor shall provide contractual services as follows:

1.1 The removal of noxious weeds, debris, and combustible vegetation shall be done in accordance with State and City regulations governing materials and/or conditions which may be damaging to the public health and safety. Specific procedures exist which must be followed. One of the established procedures provides that the City may authorize the removal of noxious weeds, debris, and combustible vegetation from parcels of land, in the event that the property owner fails to do so after having been properly notified.

Property owners have a specific amount of time in which to remove weeds, debris, and combustible vegetation before the City Council may order the abatement of those hazardous or unwanted conditions by a Weed Abatement contractor working on behalf of the City.

This scope of services establishes the nature of the work to be done and the conditions relating to such work. At this time, the City of Willows Fire Department does not know which private properties will be "owner-cleared" or those which will be "City-cleared" along with properties owned by the City. Therefore, an exact list of properties to be "cleared" by the contractor cannot be provided until after such time as the City Council authorizes a final list of properties to be cleared.

PERFORMANCE OF WORK

1.2 Contractor must remove all weeds, debris, and combustible vegetation within twenty (20) working days of being provided with the list of properties to be cleared.

Contractor shall be responsible for complying with all City, State, and Federal statutory requirements relating to the removal of weeds, debris, and unwanted vegetation.

Complete abatement is required for parcels up to and including 5 acres. This abatement may be performed by discing, scraping, grading or mowing.

BURNING PROHIBITED

1.3 The City of Willows Municipal Code prohibits burning of materials such as the type which would be encountered by Contractors performing this work for the City. Therefore, all cut grass, cut weeds, and debris referenced in "scope of services" performed as a result of this contract, shall be hauled from parcels and disposed of in a legal manner.

SAFETY PRECAUTIONS

1.4 Contractor shall exercise care when working near dry vegetation and shall make certain that equipment is in a good state of repair and equipped with approved spark arresters and mufflers, where required. Contractor shall also keep readily available, at each work location, the following items of fire protection equipment.

- A. Two 2-1/2 gallon pressured-water fire extinguishers or equivalent means of extinguishing any small grass fire which could occur or be observed;
- B. One long-handle round-point shovel; and
- C. Cell phone (ability to contact 9-1-1 in case of an emergency).

NATURE OF SERVICES

1.5 The following categories are those which represent the type of services which is required (or may be required) to be performed at the various parcels throughout the City.

A. ABATEMENT REQUIRED

Complete abatement is required for parcels up to and including 5 acres. This abatement may be performed by discing, scraping, grading or mowing.

1. COMPLETE CLEARING OR MOWING OF PARCELS OF FIVE ACRES OR LESS

- (a) All parcels of 5 acres or less must be completely cleared or mowed.
- (b) Parcels may be mowed in such a manner that the distance from the top of the stubble/residue to the ground is six inches (6") or less.
- (c) Abatement along roads, sidewalk, or other such natural or manmade breaks, shall start at the edge of the property line.
- (d) Flammable vegetation remaining after mowing must be removed from roads, parcels and sidewalks by the Contractor.
- (e) Trees, stumps, rock piles, and other items not referenced as "debris" will be allowed to remain in vacant fields, lots, parcels.
- (f) Contractor is responsible for checking for any depressions, pits, holes, debris, etc., which may be a hazard or pose a restriction to contractor or equipment. Non-clearance of these areas must be approved by the City.

Note: The use of a weed eater may be required to achieve the necessary results due to obstacles that may be in the way.

2. FIREBREAKS (PARCELS OVER 5 ACRES)

- (a) All parcels over 5 acres must have a full perimeter firebreak.
- (b) Firebreaks may be disced, scraped or graded to bare earth to a minimum width of 30 feet.
- (c) Firebreaks shall be prepared in weeds, grass, star thistle,

- etc.
- (d) Firebreaks along roads, sidewalks, or other such natural or manmade breaks, shall start at the edge of such breaks.
 - (e) Flammable vegetation remaining after the creation of a firebreak must be removed from roads and sidewalks by the Contractor.
 - (f) Parcels over 5 acres that contain homes or other buildings require a minimum 30 foot firebreak around any structures.
 - (g) Trees, stumps, rock piles, and other items not referenced as "debris" will be allowed to remain in vacant fields, lots, parcels.
 - (h) Contractor is responsible for checking for any depressions, pits, holes, debris, etc., which may be a hazard or pose a restriction to contractor or its equipment. Non-clearance of these areas must be approved by the City.

Note: Mowing, or the use of a weed eater, may be required to achieve the necessary results due to obstacles that may be in the way.

B. GRADING/DISTURBANCE RESTRICTIONS - PROTECTED AREAS

Due to restrictions established by State and Federal environmental agencies, discing, scraping or grading of the soil in protected areas is not allowed, nor is the use of any chemical or pesticide. Mowing equipment with rubber tires will be acceptable. Operating equipment in wet soil shall be avoided. Weeds must be mowed to a height of approximately six inches on properties of five acres or less. If a parcel consists of more than five acres, a mowed 36 foot wide full perimeter firebreak shall be used in lieu of discing or scraping. Protected areas will be noted on a map provided by the City of Willows Planning Department.

C. REMOVAL OF DEBRIS

1. Debris can be expected to consist of tree pruning piles, scrap lumber piles, furniture, refrigerator, etc., but should not include any significant amount of dirt, large rocks, or other "difficult to handle" matter. Contractor must notify the City of Willows Fire Department in the case of debris and receive, in writing, permission to remove any debris.

D. DUMP BOX SERVICES

1. The use of a dump box in connection with clearing any parcel must be requested by Contractor in advance on a per parcel basis. Upon inspection of the property by City, and determination that the request is reasonable, the City of Willows Fire Department may approve the use of a dump box in connection with clearing any parcel. Approval of the request to use a dump box must be pre-authorized by City in writing.

CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor

Project Title

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

EXHIBIT "C"

COMPENSATION

Total maximum compensation for the services outlined in this Agreement shall not exceed \$15,000.00.

COMPENSATION

1.1 Contractor shall be compensated for the work outlined herein pursuant to the attached Contractor's Abatement Pricing (as submitted by contractor) and dated April 25, 2011. Compensation shall not exceed \$15,000.00 without written authorization of City upon receipt of 30 days advance notice provided by Contractor.

TERMS OF PAYMENT

1.2 Contractor must provide two (2) copies of an invoice for each parcel cleared by Contractor. Invoices must be submitted to the City of Willows Fire Chief or Designee no later than fifteen (15) days following completion of the last parcel to be cleared. Invoices shall state date of service, Assessor's Parcel Number, location of parcel, and actual work done by Contractor, i.e.; areas done, method of work done (discing, scraping, mowing, debris removal, etc.) and cost of work performed by Contractor at that location.

City of Willows Fire Department will furnish Contractor with a list of Assessor's Parcel Numbers and locations of parcels where clearing is required.

CONTRACTOR'S ABATEMENT PRICING

DUMP BOX SERVICES: (requires written notification from city) **Price Per Parcel**

0-3	Cubic Yards	\$
4-6	Cubic Yards	\$
7-10	Cubic Yards	\$

DEBRIS REMOVAL: (requires written notification from city) **Price Per Parcel**

0-3	Cubic Yards	\$
4-6	Cubic Yards	\$
7-10	Cubic Yards	\$

PARCEL MOWING: **Price Per Parcel**

0	-2,500	Square Feet	\$
2,501	-5000	Square Feet	\$
5,001	-7,500	Square Feet	\$
7,501	-10,000	Square Feet	\$
10,001	-21,840	Square Feet	\$
½	-1	Acre	\$
1	-2	Acre	\$
3	-4	Acre	\$
4	-5	Acre	\$

FIREBREAKS:**Price Per Parcel**

Length of Fire Break		30 ft Width of Fire Break
0	-100	\$
101	-300	\$
301	-500	\$
501	-800	\$
801	-1,000	\$
1,001	-1,200	\$
1,200	-1,400	\$
1,401	-1,600	\$
1,801	-2,000	\$
2,001	-2,500	\$
2,501	-3,000	\$
3,001	-3,500	\$
3,501	-5,000	\$

CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor:

Project Title:

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

EXHIBIT "D"

INSURANCE PROVISIONS

General Liability Insurance

Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insureds). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Contractor acknowledges and agrees that City of Willows, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary insurance with respect to the City of Willows, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Willows, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance

coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s). In the alternative, a letter issued by an authorized official of the insured(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

Automobile Liability Insurance

Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$300,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Contractor and provided to City upon request.

Contractor shall require all subcontractors, who are performing services for Contractor under this Agreement, to obtain and maintain commercial general liability insurance and automobile liability insurance with the same minimum policy limits as set forth above for Contractor. Evidence of such coverages shall be maintained by Contractor and provided to City upon request.

Workers' Compensation Insurance

Contractor agrees to immediately supply the City of Willows with proof of Workers' Compensation Coverage where required by state law.

CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor:

Project Title:

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

EXHIBIT "E"

SPECIAL PROVISIONS

NONE.

AGENDA ITEM

TO: Steve Holsinger, City Manager
FROM: William Spears, Chief of Police
SUBJECT: DEPARTMENT OF JUSTICE DV GRANT

RECOMMENDATION

To adopt resolution approving the Willows Police Department's application for a grant with the U.S. Department of Justice, Office of Justice Programs, and if successful to authorize the Chief of Police to enter into an agreement for the execution of such grant.

SITUATION

The Willows Police is seeking the approval of the City Council to seek a grant to address the issue of domestic violence. This grant is for a period of two years. There are no match requirements on the part of any of the grant participants. Additionally there are no retention requirements or encumbrments on the part of the city or any of the grant participants beyond the life of the grant itself. The grant is for \$300,000.00 over the two years.

The only mandate is that the grant funds can not be used to supplant city expenditures.

This grant is designed to address the domestic violence through several distinct approaches for a two year period. They are simply;

- Full time domestic violence investigator with the Willows Police Department. The grant would pay full salary and benefits for two years. This investigator would work directly with the Glenn County District Attorney's Office, Orland Police Department and Glenn County Sheriff's Department on domestic violence cases.
- Part time Deputy District Attorney for filing on complaints and trials of domestic violence cases within Glenn County.
- Support of an educational program for youth in domestic violence prevention through the Glenn County Office of Education.

(See following detailed information for further explanations)

STATEMENT OF THE PROBLEM

The City of Willows is located in Glenn County, California, approximately 85 miles north of Sacramento. The City of Willows is the county-seat for Glenn County and has a current population of 6,166 people according to the 2010 U.S. Census. The County of Glenn is comprised of 28,122 residents according to the same census count. Glenn County's total land area is 1,314.8 square miles and the main source of income for the county is agriculture. There

are four law enforcement agencies within the County of Glenn: The Willows Police Department, Orland Police Department, Glenn County Sheriff's Office, and the Willows Office of the California Highway Patrol.

Forecasts predict that the population of Glenn County to increase to 32,000 people by the year 2030. The population increase has been steady over that past 10 years at 0.9 percent. Experts state that the reasons for growth are due to a greater number of births compared to deaths and a fairly steady growth in employment opportunities. However, the unemployment percentage in Glenn County has also increased over the last three years and is currently at approximately 16%.

The largest age group in Glenn County is the 20-29 year old group with over 4,000 people. These numbers should decrease by the year 2030, with the age group of 30-39 year olds becoming the largest. Over 59% of Glenn County is classified as white/Caucasian, while 33% of the county is classified as Hispanic. Asian, American Indians, and black make up the remaining 8% of the County's population by race.

Only 27.7% of Glenn County's residents have a high school diploma. The residents claiming some college with no degree are at 24.9%, and residents with some high school and no diploma round out the top three at 17.5%. Since agriculture is the primary industry in Glenn County, we are home to a large migrant Spanish-speaking workforce. Commonly, victims of domestic violence in the communities are financially, emotionally, and linguistically dependent on their batterer. Cultural and educational barriers (and fear of deportation) prevent the migrant residents from contacting law enforcement for protection.

On March 24, 2011, the Associated Press published *The 20 Most Stressed, 20 Least Stressed Counties* in the United States. This article listed the "20 most economically stressed counties with populations of at least 25,000 and their January 2011 Stress scores (according to the Associated Press Economic Stress Index)". The County of Glenn ranked number 19 in the nation-wide poll.

Since 2008, the Willows Police Department has seen annual increases in calls for service relating to domestic violence incidents. In 2008, there were 91 domestic violence calls for the City of Willows (46 cases involved weapons). In 2009, there were 96 domestic violence calls for service (36 cases involved weapons). In 2010, there were 110 domestic violence calls for service (39 cases involved weapons).

In 2008, the Orland Police Department responded to 82 calls for service involving domestic violence. In 2009, the Orland Police Department had 81 calls for service involving domestic violence. In 2010, the Orland Police Department had a significant increase in calls for service involving domestic violence (126), an increase of 45 additional domestic violence incidents compared to the previous year.

The Glenn County Probation Department had a 31% increase in the number of domestic violence cases referred to the department in 2010 (compared to 2009) for pre-sentence reports and subsequent supervision. The defendants that were placed on probation for crimes involving domestic violence are typically given a three year term of supervised probation. Their sentence also includes a 52 week batterer's treatment program and random drug testing. The judge typically requires each defendant to attend a three month review hearing in order for the judge to verify successful participation in the program.

In previous years, the Glenn County Probation Department received funding for the Probation Specialized Unit program which provided for the intensive supervision of 40 of the most serious offenders. This program was very successful until the funding ran out. Since the program ended in September of 2010, the number of offenders violating their probation terms and/or committing new offenses involving violence is on the increase.

Since the U.S. Supreme Court decision in *Crawford v. Washington*, (2004) 124 S.Ct. 1354, it has become increasingly difficult to prosecute domestic violence cases. The Glenn County District Attorney's Office has consistently prosecuted and tried cases with "evidence based prosecution". The "evidence based prosecution" theory involved prosecuting cases with or without the support, cooperation, or even physical presence of the victim. The Crawford decision has hampered the ability of the District Attorney's Office to use "evidence based prosecution" because of the limits that were placed upon the California Evidence Code exceptions to hearsay.

Therefore, federal grant support is vital to dedicate additional resources to the early stages of the criminal justice process to combat these legal obstacles. Our request for funding seeks to improve our efforts to prevent and reduce the incidents of domestic violence through the prosecution of batterers, training of law enforcement, education of children, and victim empowerment.

PROJECT DESIGN AND IMPLEMENTATION

The vertical prosecution Domestic Violence Unit (DVU) formed through the Willows Police Department, Glenn County District Attorney's Office and Glenn County Office of Education will be a task force style operation to address the increasing number of domestic violence cases in Glenn County. The DVU will require grant funding to implement and sustain the program we are developing and to improve upon the county's response to domestic violence incidents.

Our request for support is twofold: First, we want to establish the DVU and second, we want to improve the investigation and prosecution of domestic violence cases in Glenn County. The DVU would work on improving investigation and prosecution of stalking cases, spousal rape cases, and strangulation cases through additional training and education of law enforcement. To make the program successful our goals will be:

- To protect the victims, children and family members;
- To protect the public;
- To prosecute batterers for their violent behavior and encourage rehabilitation to stop the cycle of violence;
- To help educate non-English speaking victims, especially migrants who have little experience with law enforcement and the court system;
- To train law enforcement officers and investigators to thoroughly investigate and report domestic violence, especially in the subtle, but lethal dangers of strangulation and the under-reported crime of spousal rape.

In addition to the above-mentioned goals, we will achieve the following goals of:

- To train officers to recognize, thoroughly investigate and report violations of criminal “No Contact Orders”, Emergency Protective Orders, Civil Restraining Orders, and stalking behavior when they respond to domestic violence calls;
- To respond to the legal hurdles created by the *Crawford* decision by redirecting resources towards locating evasive victims for preliminary hearings;
- To educate children of domestic violence victims and schoolchildren regarding the dangers of violent behavior and how to avoid and/or report violent behavior.

The success of the DVU will require that we commit to strong enforcement of domestic violence laws through vertical prosecution. This includes the infliction of physical harm, stalking, deadly threats, spousal rape, and violations of protective orders. The unit will utilize the same investigator, prosecutor, and educator on each and every case. Continuity will create efficiency in resources since different prosecutors would not need to familiarize themselves with the same case. It promotes effective prosecutions and consistent dispositions since the highly trained and specialized prosecutor handles all cases.

Furthermore, the DVU would not charge bargain (bargain away charges with defendant prior to filing case). Once a domestic violence case is filed, the charge will not be reduced to simple battery or a disturbing the peace charge. The batterer will need to admit to his or her charge or face a jury trial.

In order to take a tough stance on domestic violence cases, the DVU will require thorough investigations. The DVU will include an experienced investigator who will be charged with preparing cases for success at trial. Among his/her multiple tasks, the investigator will contact neighbors and co-workers to corroborate the victim’s account of the abuse, gather evidence of prior domestic violence against the same or different victim, have a working relationship with the medical profession who treat the victims of domestic violence, and rebut attempts for false alibis or claims of self-defense.

Once guilt has been established (through a plea or jury trial) the DVU will seek sentences that will appropriately punish the batterer for his or her conduct to deter future domestic violence. Compassion will be limited to those batterers who are first-time offenders who truly want to rehabilitate themselves. Long sentences will be sought for repeat offenders and those who inflict serious harm to their victim and family. It is our belief that incarceration is the most effective way to deter domestic violence. Moreover, during the batterer’s period of incarceration, the victim will have the opportunity to gain independence from the fear of violence.

The DVU will include the use of a victim-advocate who will advise, aid, and support domestic violence victims through the court process. The DVU will also work with the newly created Domestic Violence Shelter to assist in obtaining a safe environment for the victim and family members who are affected by domestic violence. The use of Spanish speaking advocates and counselors will be utilized for the underserved population of migrant families in Glenn County. The advocate will use community outreach programs to address the needs of the migrant population.

The new programs goals will involve developing strategies to address problems with evidence based prosecutions of domestic violence cases. These problems include the dismissal of cases when the victim disappears or fails to testify. This is caused by the possibility of financial loss or fear of future violence. The DVU will need to respond to these challenges by helping move the cases through the court systems faster. This can be achieved by completing thorough

investigations which limit delays in follow-up contacts to strengthen the case. Also, the constant assistance of the victim-advocate and the DVU will provide the support to the victims to help ease the fears of future violence and financial loss.

Finally, we have added the goal of improved training of law enforcement and violence education for children of domestic violence victims and school children. We firmly believe that there are significant gaps in training for domestic violence incidents in Glenn County. The Willows Police Department has hosted a Domestic Violence Update course in February of 2011 for the Willows Police Department and Orland Police Department. However, specialized training courses related to strangulation, stalking, and court orders would be beneficial for law enforcement in this area.

Also, we strongly believe that anti-violence education of children who are involved in domestic violence incidents will help curtail and stop the cycle of violence that is being witnessed in their home environment. This education is needed for school children as well due to the possibility that these children could be involved in unreported domestic violence incidents. The Glenn County Office of Education has been involved with the "Committee for Children" in helping to prevent bullying, violence, and child abuse for several years. This program would be utilized in the violence education for both of the examples that we would like to focus on.

The DVU would work at addressing multi-jurisdictional issues that hamper domestic violence cases within Glenn County. Domestic violence victims may live in the City of Willows, work in an outlying area within the county or neighboring city, and visit friends or family members in other areas. If a domestic violence incident occurs at any of these places, different law enforcement agencies would be handling the call for service. We will need to develop and maintain a system that adequately provides information related to the contact history of the parties involved for any law enforcement agency that comes in contact with these individuals.

CAPABILITIES AND COMPETENCIES

The Glenn County District Attorney has over 30 years of prosecution experience. In his career, he has dealt with numerous cases involving domestic violence, strangulation, and felonious assaults. He is committed to aggressive prosecution of domestic violence offenders and works well with the law enforcement officers, probation office, and court system.

The investigator that will be assigned to the DVU will be experienced and aggressive in his or her domestic violence case work. He or she will work closely with the Glenn County District Attorney's Office, Glenn County Probation, Victim-Witness Advocacy, and Glenn County Office of Education in handling the domestic violence caseload. The investigator will be provided extensive training related to domestic violence investigations and specific training related to strangulation, stalking, and court order violations.

The educator with the Glenn County Office of Education has provided anti-violence education for children for several years. Due to economic and budgetary constraints, the Office of Education was in the process of eliminating this invaluable program for anti-violence education. The DVU grant would allow her to continue educating children regarding anti-violence and child abuse, plus it would allow her to expand her curriculum to teach children involved in domestic violence incidents at the Glenn County Domestic Violence Shelter.

The Sergeant with the City of Willows would manage the grant. He will review all information and data collected by the DVU investigator, prosecutor, and educator. He will provide the Office of Justice Programs (OJP) the necessary status reports and provide training to law enforcement within the County of Glenn. The City of Willows Chief Financial Officer would provide fiscal services for the grant and communicate with the OJP to ensure that all financial obligations are fulfilled.

The DVU will continue to rely upon cooperative agreements with law enforcement, the probation department, the courts, and domestic violence service providers to make this a successful program. The DVU will work closely with all of the aforementioned agencies to ensure that information, case work, and training is coordinated between all parties.

PLANS FOR COLLECTING DATA

The success of the DVU will be measured by the filing and conviction statistics, trainings conducted and attended, and the educational programs presented by the educator through the Glenn County Office of Education. The following information will be collected and analyzed by the DVU:

- The overall number of domestic violence cases filed for prosecution. More specifically, the number of stalking, strangulation, and spousal rape cases filed for prosecution.
- The number of domestic violence cases taken to trial and the trial results.
- The number of plea bargains resulting in a conviction.
- The number of trainings attended and/or conducted.
- The number of children who have been provided the anti-violence education program.
- The DVU will create a program that tracks recidivism of domestic violence cases and strives towards breaking the cycle of violence.

Also, statistics will include the number of felony cases versus misdemeanor and the number of defendants sent to prison. Finally, the educator will track the number of presentations specifically provided to the children. The educator and advocate will track any presentations through community outreach for the migrant population. Each presentation will include the distribution of an evaluation to determine the effectiveness and the areas needed for improvement.

With or without grant funding, the City of Willows and the Glenn County District Attorney's Office will continue to investigate and prosecute domestic violence cases, because domestic violence is too significant of a problem to ignore. However, without federal funding, the investigation and vertical prosecution of these crimes will be non-existent due to the lack of resources. Without the federal funding investigations would suffer due to time constraints caused by insufficient personnel, cases would suffer due to the lack of a dedicated and experienced prosecutor, the training of law enforcement would not be available, and the education of children regarding anti-violence would be lost.

The DVU grant would make a significant impact in our ability to tackle the ever-increasing burden of domestic violence in Glenn County.

FINANCIAL CONSIDERATIONS

1. Adopt the Resolution in support of application and execution if successful for the grant and receive \$300,000.00 over the two year grant.
2. Deny the Resolution in support of application and execution if successful for the grant and not receive the \$300,000.00.

NOTIFICATION

Glenn County Board of Supervisors
Glenn County Council
Glenn County District Attorney' Office
Glenn County Sheriff's Office
Glenn County Probation Department
Orland Police Department
Glenn County Domestic Violence Coordinating Council
West Side Domestic Violence Shelter Inc.
Catalyst Services of Butte County
Glenn County Human Resources Agency
Glenn County Victim/Witnesses Office

ALTERNATE ACTIONS

1. Adopt the Resolution in support of application and execution if successful for the grant and receive \$300,000.00 over the two year grant.
2. Deny the Resolution in support of application and execution if successful for the grant and not receive the \$300,000.00.

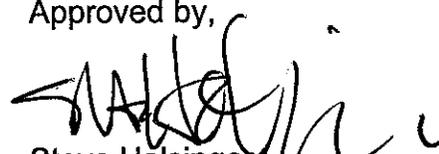
RECOMMENDATION

To adopt resolution approving the Willows Police Department's application for a grant with the U.S. Department of Justice, Office of Justice Programs, and if successful to authorize the Chief of Police to enter into an agreement for the execution of such grant.

Respectfully submitted,


William Spears,
Chief of Police

Approved by,


Steve Holsinger,
City Manager

Attachments:

EXHIBIT A: Resolution

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS
APPROVING THE WILLOWS POLICE DEPARTMENT'S APPLICATION FOR A
GRANT WITH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE
PROGRAMS AND IF SUCCESSFUL TO AUTHORIZE THE CHIEF OF POLICE TO
ENTER INTO AN AGREEMENT FOR THE EXECUTION OF SUCH GRANT.**

WHEREAS, The Willows Police Department intends to file a grant application with the United States Department of Justice, Office of Justice Programs in order to implement a project through the Smart Policing Initiative; and

WHEREAS, the Willows Police Department, if successful in its application desires to partner with the Glenn County District Attorney's Office and Glenn County Office of Education to undertake the creation of a Domestic Violence Unit through the 2011 Edward Byrne Memorial Competitive Grant Program and the Edward Byrne Justice Assistance Grant Program to be funded in part from funds made available through the Smart Policing Initiative administered by the U.S. Department of Justice.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Willows hereby approves the Willows Police Department's application for a grant with the U.S. Department of Justice, Office of Justice Programs.

BE IT FURTHER RESOLVED that if the Willows Police Department is successful in its grant application with the U.S. Department of Justice, Office of Justice Programs, The Willows Police department is authorized to enter into agreement with the Glenn County District Attorney's Office and the Glenn County Office of Education in the dispersal funds as specified within the grant.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures by the City of Willows.

PASSED AND ADOPTED by the City Council of the City of Willows this 12th day of April, 2011 by the following vote;

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

APPROVED:
:

ATTEST::

GARY HANSEN, Mayor

NATALIE BUTLER, City Clerk