

CITY COUNCIL

Vince Holvik, Mayor  
Jeff Cobb, Vice Mayor  
Gary Hansen, Council Member  
Terry Taylor-Vodden, 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](http://www.cityofwillows.org)

**CITY COUNCIL REGULAR MEETING AGENDA**

**Tuesday, January 10, 2012**

**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 January 10, 2012, Agenda.
5. Presentations & Proclamations:
  - a) Michael Butler will present a check to the City of Willows Recreation Department on behalf of the Willows Elks Lodge for the 2012 City Pool Swim Season.
6. Public Comment / Written Communications: 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.
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*). None
9. Ordinances: None
10. Items introduced by City Council or Administrative Staff for discussion purposes only:

II. New Business:

- a) Consider accepting the audited financial statements of the City of Willows as of and for the fiscal year ending June 30, 2011.
- b) Consider authorizing the Recreation Director to continue fundraising for the 2012 City Pool Swim Season.
- c) Consider authorizing the Fire Chief to sign and enter into an agreement with Glenn Medical Center to provide medical examinations for Firefighters.
- d) Establish a date and time for 2011/12 Mid-Year Budget Review.

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 January 5, 2012.

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](http://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.

The City of Willows is an Equal Opportunity Provider

**AGENDA ITEM**

TO:  Steve Holsinger, City Manager  
FROM: Tim Sailsbery, Finance Director  
SUBJECT: Annual Audit of Financial Statements-City of Willows

**RECOMMENDATION**

Accept, by motion, the audited financial statements of the City of Willows as of and for the fiscal year ending June 30, 2011

---

**SITUATION (or BACKGROUND):**

Roy R. Seiler, CPA, has completed the annual audit of the financial statement for the City of Willows. As a summary of City performance and activity, please refer to the Management Discussion and Analysis section of the City of Willows financial statements.

**FINANCIAL CONSIDERATIONS:**

N/A

**NOTIFICATION**

Upon acceptance of the audits

California State Controller  
United States Department of Agriculture  
United States Federal Audit Clearinghouse (If Applicable)  
Municipal Finance Corporation

**ALTERNATE ACTIONS**

1. Accept by motion
2. Request additional information from staff
3. Reject staff recommendation and/or direct item to be returned at later date.

**RECOMMENDATION**

Respectfully submitted,



Tim Sailsbery  
Finance Director

---

Attachment:

EXHIBIT: City of Willows Financial Statements

# ROY R. SEILER

## CERTIFIED PUBLIC ACCOUNTANT

---

201 C. North Tehama  
Willows, CA 95988

Phone: 530-934-8841

Fax: 530-934-8849

E-mail: Roy.Seiler@yahoo.com

Members of The City Council and  
Management of the  
City of Willows  
Willows, California

I have audited the financial statements of the City of Willows (the City) for the year ended June 30, 2011, and have issued my report thereon dated December 8, 2011. Professional standards require that I provide you with the following information related to my audit.

### My Responsibility under U.S. Generally Accepted Auditing Standards

As stated in my engagement letter dated February 7, 2011, my responsibility, as described by professional standards, is to plan and perform my audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement and are fairly presented in accordance with U.S. generally accepted accounting principles. Because an audit is designed to provide reasonable, but not absolute assurance and because I did not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me.

As part of my audit, I considered the internal control of the City of Willows. Such considerations were solely for the purpose of determining my audit procedures and not to provide any assurance concerning such internal control.

### Significant Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of my engagement letter, I will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the City are described in the notes to the financial statements. I noted no transactions entered into by the City during the year that were both significant and unusual, and of which, under professional standards, I am required to inform you, or transactions for which there is a lack of authoritative guidance or consensus.

### Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were the computation of depreciation expense and fixed asset useful life. Management's estimate of depreciation and fixed asset useful life is based on estimates in determining that it is reasonable in relation to the financial statements as a whole.

### Audit Adjustments

For purposes of this letter, professional standards define an audit adjustment as a proposed correction of the financial statements that, in my judgment, may not have been detected except through my auditing procedure. An audit adjustment may or may not indicate matters that could have a significant effect on the City's financial reporting process (that is, cause future financial statements to be materially misstated). In my judgment, none of the adjustments I proposed, whether recorded or unrecorded by the City, either individually or in the aggregate, indicate matters that could have a significant effect on the City's financial reporting process.

### Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to my satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditor's report. I am pleased to report that no such disagreements arose during the course of my audit.

### Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, my professional standards require the consulting accountant to check with me to determine that the consultant has all the relevant facts. To my knowledge, there were no such consultations with other accountants.

Issues Discussed Prior to Retention of Independent Auditor

I generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditor. However, these discussions occurred in the normal course of my professional relationship and my response was not a condition to my retention.

Difficulties Encountered in Performing the Audit

I encountered no significant difficulties in dealing with management in performing my audit.

This information is intended solely for the use of the Council and management of the City of Willows and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

*Roy R. Seiler, CPA*

January 10, 2012

**AGENDA ITEM**

TO: Stephen Holsinger, City Manager

FROM: Carol Lemenager, Recreation Director

SUBJECT: 2011 Swim Season Revenue and Expenditure Recap & Request City Council consensus to start fundraising for the 2012 City Pool Swim Season

---

**RECOMMENDATION**

Staff requests City Council consensus to continue fundraising for the 2012 City Pool Swim Season.

---

**SITUATION & BACKGROUND**

The City Council, City Staff, and the Community of Willows are well aware of the poor economy and the City budget is being stretched thin. We are aware current budget situation creates the circumstances where general fund monies for the pool are in jeopardy. Fund raising for the 2011 season began in January 2011 and continued through December. Revenue includes pool receipts, free swim days and donations which totaled \$30,610.68. Expenses for the 2011 season totaled \$26,185.58.

**FINANCIAL CONSIDERATIONS**

1. Allow fundraising campaign. Funds raised would off set general fund monies. Actual amount undetermined at this time.
2. Disallow the fundraising effort, therefore all funding of pool operations would come from general monies.

**NOTIFICATION**

None

**ALTERNATE ACTIONS**

1. City Council, by consensus, concurs to have the Recreation Department continue fundraising for the 2012 City Pool Swim Season.
2. Request additional information from staff.
3. Reject staff request and/or direct item to be returned at later date.

**RECOMMENDATION**

City Council, by consensus, concurs to have the Recreation Department continue fundraising for the 2012 City Pool Swim Season.

Respectfully Submitted,



Carol Lemenager  
Recreation Director

Approved,



Stephen Hoisinger  
City Manager

---

January 10, 2012

**AGENDA ITEM**

TO: Steve Holsinger, City Manager  
FROM: Wayne Peabody, Fire Chief  
SUBJECT: Enter into a agreement with Glenn medical Center for Firefighter medical examinations

---

**RECOMMENDATION**

Approve, by motion, to allow the Fire Chief to sign and enter into agreement with Glenn Medical center to provide Medical Examinations for Firefighters.

---

**SITUATION (or BACKGROUND):**

In April of 2011 the City council approved the acceptance of FEMA grants AFG EMW-FO-00959 in which to develop a Fitness and Wellness Program at the fire department. Currently we have the Cardio equipment, weight equipment, Standard Operating Procedures in place. The last step in the process is to have an agreement for a medical provider; we have talked to two companies for the service Glenn Medical Center and First Care Medical Associates, Inc. After review of the two proposals we feel that Glenn Medical Center will provide the best service.

The service that Glenn Medical center will provide is to follow the guidelines in NFPA 1582 and NFPA 1583. This will include baseline physicals for all department members that wish to participate, including a complete medical exam, relevant blood work, and a chest x – ray. (See attachment A) A comprehensive immunization program has been established with the Glenn County Health Department. This will include immunizations for Hepatitis B, Flu vaccine, and TB testing. The grant funds will be used to pay for the physicals and immunizations.

Paid firefighters that have chosen to participate in the program will undergo a physical ever year; the volunteers that have chosen to participate will only go through the physical once. If a Volunteer/Paid Firefighter has an injury or an exposure we will have a baseline medical exam for extent of injury's. All new Volunteers that enter into the fire department will be mandated to gone the program.

---

**FINANCIAL CONSIDERATIONS:**

The grant funds \$25,000 for medical examination, currently we have 32 members that will be participating in the medical exam portion of the program. The bid package from Glenn medical center show in attachment A is for \$708 per firefighter.

**NOTIFICATION:**

Willows Public Safety Association (WPSA)  
Willows Volunteer Firefighters

**ALTERNATE ACTION:**

1. Approve, by motion, to allow the Fire Chief to sign and enter into agreement with Glenn Medical center to provide Medical Examinations for Firefighters
2. Approve, by motion, as amended by council, to allow the Fire Chief to sign and enter into agreement with Glenn Medical center to provide Medical Examinations for Firefighters
3. Request additional information from staff
4. Reject staff recommendation and not authorize the Fire Chief to sign and enter into agreement with Glenn Medical center to provide Medical Examinations for Firefighters

**RECOMMENDATION:**

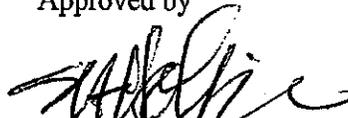
Approve, by motion, to allow the Fire Chief to sign and enter into agreement with Glenn Medical center to provide Medical Examinations for Firefighters.

Respectfully submitted



Wayne Peabody  
Fire Chief

Approved by



Steve Holsinger  
City Manager

**ATTACHMENTS:**

- Exhibit A: Glenn Medical Center Agreement  
Exhibit B: First Care Medical Associates, Inc  
Exhibit C: Willows Fire Department Enrollment



**AGREEMENT BETWEEN THE CITY OF WILLOWS  
AND GLENN MEDICAL CENTER, INC.**

THIS AGREEMENT is entered into December 23, 2011 between the City of Willows (hereinafter, "City") and Glenn Medical Center, Inc. (hereinafter, "Provider") for medical examination services.

**RECITALS**

- A. City operates, in Willows, California, the City of Willows Fire Department under the administration of the City Fire Chief.
- B. City is in need of access to medical and hospital services to perform medical examinations for paid and volunteer fire fighting personnel.
- C. Provider operates licensed ambulatory medical services and a licensed hospital in Willows, California. Provider represents that it is licensed to provide, and is capable of providing, the medical examinations desired by the Department, and that Provider's services and operations conform to the regulations and standards set by the Bureau of Licensing, California State Department of Health.
- D. City and Provider desire to enter into this Agreement for the mutual benefit of each of them in exchange for the consideration described below.

**AGREEMENT**

- 1. Provider shall furnish physical examinations of current and prospective City firefighting personnel, paid and volunteer, as described in Exhibit "A" to this Agreement, which is incorporated herein by this reference, when requested by City.
- 2. Provider shall bill City by the tenth business day of each month for all services rendered during the prior month.
- 3. All billings resulting from this Agreement shall be mailed to the City of Willows, ATTN: Tim Salsbury, 201 N. Lassen Street, Willows, California 95988.
- 4. City agrees to pay each uncontested billing by Provider within thirty (30) days of the date of receipt. Contested charges will be resolved by mutual agreement between Provider and the City, and the agreed upon amount shall be paid within 30 days of such resolution. Provider agrees that the rates to be charged for services rendered pursuant to this Agreement are those set forth in Exhibit "A".

5. It is specifically understood and agreed that in the making and performance of this Agreement, Provider is an independent contractor, and none of the officers, employees or agents of Provider is an employee, officer, agent, or servant of the City for any purpose.

6. At all times during the term of this Agreement, Provider shall maintain any and all licensure required by the State of California and shall carry workers' compensation, public liability and property damage, and vehicular insurance coverage as follows:

a. Workers' Compensation Insurance. Provider shall obtain and shall maintain during the life of this Agreement, workers' compensation insurance with policy limits of at least \$1,000,000 for all of Provider's employees engaged in providing hospital and ambulatory medical services under this Agreement.

b. General Liability and Property Damage Insurance. Provider shall procure and shall maintain, during the term of this Agreement, general liability insurance in the amount of at least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property.

c. Vehicle Insurance. Provider shall possess and maintain liability insurance on any vehicle used in the course of providing services under this Agreement in an amount not less than \$1,000,000 for injuries, including death, to any one person, and subject to the same limits for each person, in an amount of not less than \$300,000 on account of one incident or occurrence, and property damage insurance in an amount of not less than \$1,000,000.

Certificates of insurance evidencing the issuance of such insurance shall be submitted to and approved by City before the execution of this Agreement by City. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least 30-days prior written notice has been given to City.

Each policy described in subparagraphs b. and c., above, shall include an "Additional Insured" endorsement, naming City and its officers, employees and agents as additional insured under the policy.

7. Provider shall not assign, transfer or subcontract any interest in this Agreement without the prior written consent of City, except that claims due or to become due to Provider from City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without such approval. Written notice of any such assignment shall be furnished promptly to City. Any attempt at assignment of rights under this Agreement, except for those specifically consented to by both parties or as stated above, shall be void.

8. This Agreement shall commence on and be effective from and after December 23, 2011 and shall terminate on December 23, 2012. Thereafter, unless the parties otherwise provide, this Agreement shall automatically renew for successive

calendar quarters at the same rates and on the same terms and conditions as herein set forth.

9. Notwithstanding paragraph 8, above, either party may terminate this Agreement upon 60 days prior written notice given to the other party by personnel delivery or United States Mail. Such notice, if to be given by City, shall be delivered to Glenn Medical Center, Inc., 1133 West Sycamore Street, Willows, California 95988, and if to be given by Provider, shall be delivered to City at

\_\_\_\_\_  
Willows, California 95988.

CITY OF WILLOWS

GLENN MEDICAL CENTER, INC.

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Woody Laughnan, Administrator

\_\_\_\_\_  
Printed Name, Title

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counsel, Willows, California

**EXHIBIT "A"**

**SERVICE ELEMENTS PROVIDED BY GLENN MEDICAL CENTER, INC. TO THE  
CITY OF WILLOWS FIRE DEPARTMENT PERSONNEL REIMBURSEMENT  
SCHEDULE**

A. Complete Physical Examination for Fire Department personnel shall be provided as scheduled and shall include:

1. Physical
  - Health History
  - Height and Weight
  - Blood pressure, standing and lying
  - EKG
  - Vision Screening
2. Hearing
3. Simple Spirometry
4. Labs
  - Lipid panel
  - CBC
  - UA (complete)
  - TSH
  - Iron
  - TIBC
  - CMP
5. Chest X-ray.

Results of each examination will be delivered to City's Fire Department Personnel Officer within 48-72 hours of the date of the examination.

REIMBURSEMENT, PER EXAMINATION, A-1 THROUGH A-5, ABOVE: \$708.00.



# FirstCare Medical Associates, Inc.

Caring ★ Compassion ★ Commitment

750 E. Walker St., Suite A Orland, CA 95963 Ph: (530) 865-4400 Fax: (530) 528-7655

Wayne Peabody

FirstCare Medical Associates, Inc. will provide physicals for Willows fire department. Below is a list of procedures that will be performed during the physical.

- Physical
- EKG
- Vision Screening
- Audiometry
- Pulmonary Function Test
- Occult Blood
- DRE
- Labs
  - Basic+1CBC/UA+W/Rflx/TSH
  - Electrolytes w/out CO2
  - Chemistries
  - Glucose
  - Enzymes and Bilirubin
  - GGT
  - Iron and IBC w/o Reflex
  - Lipid Profile
  - CBC w/Differential (Automated)
  - Urinalysis, Complete w/Microscopic
  - Culture and Sensitivity
  - TSH (3<sup>rd</sup> Generation)
  - CO2

Total for Physical and labs is \$400.00. Please write one check and once physicals are completed you can go next door for the labs.

Thank you,  
Wes Franks

Cost X-Ray \$300-400 (Chico)  
Physicals & Labs - (Orland)

| Willows Health And Fitness Program |          |               |               |     |            |                   |     |    |      |  |
|------------------------------------|----------|---------------|---------------|-----|------------|-------------------|-----|----|------|--|
| Employee                           | Med Eval | Fitness Evals | Immunizations | Gym | Fitness Ed | Nutritional Guide | Hep | TB | TDAP |  |
| W PEABODY                          | X        | X             | X             | X   | X          | X                 | C   | C  | C    |  |
| R MICHAUD                          |          |               | X             | X   | X          | X                 |     |    |      |  |
| S SYKES                            | X        | X             | X             | X   | X          | X                 |     |    |      |  |
| E KENNEDY                          | X        | X             | X             | X   | X          | X                 |     |    |      |  |
| T LOMBARD                          | X        | X             | X             | X   | X          | X                 |     |    |      |  |
| LO CHAPMAN                         |          | X             | X             | X   |            |                   |     |    |      |  |
| K HUNTER                           | X        | X             | X             | X   | X          | X                 |     |    |      |  |
| ST MOLNAR                          | X        | X             | X             | X   | X          | X                 |     |    |      |  |
| L PEREZ                            | X        | X             | X             | X   | X          | X                 |     |    |      |  |
| L FLESHER                          |          |               |               |     |            |                   |     |    |      |  |
| B GALBRAITH                        | X        | X             | X             | X   | X          | X                 |     |    |      |  |
| H KESSLER                          | X        | X             |               | X   |            |                   |     |    |      |  |
| J QUINN                            | X        |               | X             | X   |            |                   |     |    |      |  |
| K MUNGUJA                          | X        | X             | X             | X   | X          | X                 | X   |    |      |  |
| J PETERICH                         | X        |               | X             | X   |            |                   |     |    |      |  |
| J FLESHER                          |          |               |               |     |            |                   |     |    |      |  |
| J HUTSON                           | X        | X             |               | X   |            | X                 |     |    |      |  |
| L JOHNSON                          | X        | X             | X             | X   | X          | X                 |     |    |      |  |
| T TAPIA                            |          |               |               |     |            |                   |     |    |      |  |
| A PARISIO                          | X        | X             | X             | X   | X          | X                 |     |    |      |  |
| M CHARATEGUI                       | X        | X             | X             | X   | X          | X                 |     |    |      |  |
| SH MONAR                           | X        | X             | X             | X   | X          | X                 |     |    |      |  |
| N EHORN                            |          |               | X             | X   |            | X                 |     |    |      |  |
| D BUNGRAZ                          |          |               | X             | X   |            |                   |     |    |      |  |
| D OWEN                             |          |               | X             |     |            |                   |     |    |      |  |
| M PETERICH                         | X        | X             | X             | X   | X          | X                 |     |    |      |  |
| C EHORN                            | X        | X             | X             | X   | X          | X                 |     |    |      |  |
| D LOMBARD                          |          | X             | X             | X   | X          | X                 |     |    |      |  |
| R Gillespie                        | X        | X             | X             | X   | X          | X                 |     |    |      |  |
| A Castro                           | X        | X             | X             | X   | X          | X                 |     |    |      |  |
| A Brake                            | X        | X             | X             | X   | X          | X                 |     |    |      |  |



January 10, 2012

**AGENDA ITEM**

**TO:**  Steve Holsinger, City Manager  
**FROM:** Tim Sailsbery, Finance Director  
**SUBJECT:** Mid Year Budget Review-Establish Meeting Date and Time

---

**RECOMMENDATION**

Establish Date and Time for 2011-12 Mid Year Budget Review. Preference is for the Week of February 6 or 13.

**SITUATION (or BACKGROUND):**

After six months of operations each year, staff provides a mid-year review and update regarding budget activity. This review is held in February each year as an agendized special meeting held during business hours. Staff requests that Council consider the week of February 6 or 13 in determining the date of the meeting.

**FINANCIAL CONSIDERATIONS:**

Establishment of date and time of the mid-year review does not have a financial impact to the City. However, action taken resulting from the review may have financial impacts.

**NOTIFICATION**

Agenda to be posted in accordance with the Brown Act.

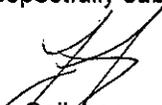
**ALTERNATE ACTIONS**

1. Establish Date and Time for Mid Year Review
2. Request additional information from staff
3. Reject holding of Mid Year Review meeting.

**RECOMMENDATION**

Establish Date and Time for 2011-12 Mid Year Budget Review. Preference is for the Week of February 6 or 13.

Respectfully submitted,

  
Tim Sailsbery  
Finance Director

---