

CITY COUNCIL

Larry Domenighini, Mayor  
Gary Hansen, Vice Mayor  
Lawrence Mello, Council Member  
Jeff Williams, 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 13, 2015**

**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 13, 2015, Agenda.
5. Presentations & Proclamations:
  - a) Mayor Domenighini will present former Council Member Terry Taylor-Vodden & former Council Member & 2-time Mayor Jeff Cobb with plaques of appreciation on behalf of the Willows City Council, City Staff and the Citizens of Willows.
6. Public Comment / Written Communications: Members of the public wishing to address the Council on any item(s) *not on the agenda* may do so at this time when recognized by the Mayor/Vice Mayor; however, no formal 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, Payroll & Direct Deposit Check Registers. (28260-28367; Z05882-Z05964; 33560-33588)
  - b) Consider adoption of a **Resolution** authorizing the City Manager to sign the Landscape Agreement with Caltrans and to accept the Public access Easement associated with the new sidewalk with the Morgan Car Wash project and authorizing the City Clerk to cause recordation of the Easement with the County Recorder's Office. .

8. **Public Hearings:** *(Persons wishing to speak during a Public Hearing are asked to approach the microphone to address the Council and limit comments to three minutes. Although not required, it is also requested that you please state your name for the record).*
  - a. Conduct a Public Hearing regarding the 2014/2015 Appropriation Limit for the City of Willows and by motion, consider adoption of a **Resolution** establishing said Limit.
  - b. Conduct a Public Hearing, discuss and provide comment , close the Public Hearing and consider adoption of a **Resolution** certifying a Negative Declaration for an updated Housing Element, Repealing the existing 2010 Housing Element and adopting the 2014-2019 Housing Element for the City of Willows.
9. **Ordinances:** None
10. **Items to be introduced by the Administrative Staff or the City Council for discussion purposes only:** *(No formal action will be taken on these discussions at this time unless a majority consensus of the full body of the whole council requests for an action item to be placed on a future agenda for discussion and/or possible action).*
  - a. Items introduced by Administrative Staff.
  - b. Items introduced by the City Council.
11. **New Business:**
  - a) Consider acceptance, by motion, the audited Financial Statements of the City of Willows as of and for the fiscal year ending June 30, 2014.
  - b) Staff is recommending the Council discuss and provide comment on the draft Multi-family residential design guidelines and consider adoption of a **Resolution** adopting the new Guidelines for the City of Willows.
  - c) Staff is recommending that the Council consider authorizing a \$2000 increase out of the City's Community Discretionary Funds, to help fund the previously Council-approved project in conjunction with the repairing and repainting of the Sycamore Skateboard Park by Joe Flesher, Director of Youth of Christ Director, in conjunction with the previously approved repair and repainting of the skateboard park at Sycamore Park.
  - d) Staff is seeking direction from the City Council concerning the possible alteration or modification of the current Façade Improvement Program Guidelines; adopted by City Council on October 13, 2014.
  - e) Staff is seeking direction from the City Council concerning the placement of City Council Members' personal contact information on the city website.
  - f) By Consensus, establish a date & time to conduct a special 2014-15 Mid-Year Budget Review Meeting. Preference is for a day-meeting during the week of February 17.

12. Council Member Reports: (Reports from various committees, subcommittees, commissions, advisory panels, boards, trainings, and other meetings attended on behalf of the City, etc.).

- Public Safety Subcommittee Meeting update – Council Member Hansen.
- Utilities subcommittee update - Council Member Hansen & Mayor Domenighini.
- Other 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 9, 2015. 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**

Period

12/10/2014 TO 1/6/2015

General Checking 28260 TO 28367

Direct Deposit Z05882 TO Z05964

Payroll Checks 33560 TO 33588

APPROVAL DATE 1/13/2015

Approved \_\_\_\_\_

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information
028247	12/03/14	RAD00	RADIO GUYS	-25.00	.00	-25.00	13870u	Ck# 028247 Reversed
				-110.00	.00	-110.00	13971u	Ck# 028247 Reversed
			Check Total.....:	-135.00	.00	-135.00		
028260	12/10/14	AIR00	AIRGAS NCN	78.85	.00	78.85	4073343	OXYGEN FD
028261	12/10/14	AME02	AMERIPRIDE UNIFORM SVCS.	211.53	.00	211.53	B41209	UNIFORM ALLOWANCE FD NOV
028262	12/10/14	BAK06	BAKER & TAYLOR BOOKS	341.52	.00	341.52	062636	NEW PRINT MAT. LIBRARY
028263	12/10/14	BUR02	BURROWS OIL COMPANY	393.52	.00	393.52	104593	VEH MAINT GAS PARKS/PUB.
				425.06	.00	425.06	104594	VEH MAINT GAS PARKS/PUB.
				634.02	.00	634.02	104703	VEH MAINT GAS PARKS/PUB.
				438.53	.00	438.53	104704	VEH MAINT GAS PARKS/PUB.
				1624.81	.00	1624.81	1114044	VEH MAINT GAS PD NOV 2014
			Check Total.....:	3515.94	.00	3515.94		
028264	12/10/14	BUT00	BUTTE COLLEGE	120.00	.00	120.00	B41209	DRIVING CLASS
028265	12/10/14	CIT06	CITY OF ORLAND	15804.00	.00	15804.00	117	CONT.SERV. LIBRARY OCT-DE
028266	12/10/14	COA00	COASTLAND CIVIL ENGINEERI	25.77	.00	25.77	36571	CONTRERA BROADBAND WSD PR
				4750.00	.00	4750.00	36574	WILLOWS SR APTS
				1017.50	.00	1017.50	36576	STARWEATHER DEVELOPMENT
				158.00	.00	158.00	36577	SACRAMENTO-BUTTE RECONSTR
				1291.25	.00	1291.25	36580	WILLOWS CITY ENGINEERING
				500.00	.00	500.00	36581	TEHAMA ST RECONSTRUCTION
				727.00	.00	727.00	36586	MORGAN CAR WASH
				1163.75	.00	1163.75	36172-A	WILLOWS SENIOR APTS
			Check Total.....:	9633.27	.00	9633.27		
028267	12/10/14	COM16	COMCAST CABLE	48.70	.00	48.70	0115289	INTERNET PD
028268	12/10/14	GAL06	GALE	94.00	.00	94.00	730746	NOVEMBER BOOKS
028269	12/10/14	GAN01	GANDY-STALEY OIL CO.	84.17	.00	84.17	125260	LUBE OILS #10 JET VAC
				651.60	.00	651.60	B41209	NOVEMBER 201 PD STMT PER
			Check Total.....:	735.77	.00	735.77		
028270	12/10/14	GLE41	GLENN CO. ROP PRINTING	462.25	.00	462.25	3732	MEDICAL INFO ADN DISPATCH
028271	12/10/14	INK01	THE INKWELL	23.64	.00	23.64	5258	HIGH YIELD INK
				8.48	.00	8.48	5262	DESK PAD/CALENDAR
			Check Total.....:	32.12	.00	32.12		
028272	12/10/14	LAM01	LAMBERT INSURANCE AGENCY	243.00	.00	243.00	63	INSURANCE POLICE PU
028273	12/10/14	MAT01	MATSON & ISOM TECHNOLOGY	15.05	.00	15.05	21697-IN	CONVERTER CABLE LIBRARY
028274	12/10/14	MCD01	MCDONALD'S ELECTRIC STORE	4.52	.00	4.52	22269	DISPATCH REMODEL
				20.53	.00	20.53	22356	FD BUILDING SUPPLIES
			Check Total.....:	25.05	.00	25.05		
028275	12/10/14	QUI01	QUINCY ENGINEERING	20788.90	.00	20788.90	12306	N BUTTE ST & N SACRAMENTO
				7595.00	.00	7595.00	12443	N BUTTE ST & N SACRAMENTO
				15309.52	.00	15309.52	12570	N BUTTE ST & N SACRAMENTO
				16538.38	.00	16538.38	12699	N BUTTE ST & N SACRAMENTO
			Check Total.....:	60231.80	.00	60231.80		
028276	12/10/14	SAC08	SACRAMENTO VALLEY-MIRROR	194.40	.00	194.40	13031	PUB WK DIR/LEAF COLLECTIO
028277	12/10/14	SHE01	SHELBY'S PEST CONTROL	33.00	.00	33.00	1933-7A	BUILDING MAINT FIRE DEPAR
028278	12/10/14	USB02	US BANK	791.13	.00	791.13	6981968	EQUIP. MAINT. 11/20-12/20
028279	12/10/14	VER02	VERIZON WIRELESS	355.58	.00	355.58	B41209	TELEPHONE EXP. 10/27-11/2
028280	12/10/14	WILL17	WILLDAN	6417.50	.00	6417.50	11873	PLANNING SERVICES THROUGH
028281	12/10/14	WILHD	WILLOWS HARDWARE, INC.	16.11	.00	16.11	91270	SHEARS PW
				7.70	.00	7.70	94177	ANCHOR BOLTS FD
			Check Total.....:	23.81	.00	23.81		
			Cash Account Total.....:	99273.27	.00	99273.27		
			Total Disbursements.....:	99273.27	.00	99273.27		

REPORT.: Dec 15 14 Monday  
 RUN...: Dec 15 14 Time: 11:42  
 Run By.: JANE COLLINS

CITY OF WILLOWS  
 Aut ic Check Listing/Update  
 Control Date.: 12/14 Cash Account No.: 000 1050

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

Invoice No	Description	Invoice		Discount	Gross	Discount	Net
		Date	Actual Period				
Due Date	Fiscal Yr	G/L	Account No	Amount	Amount	Amount	
Check #: 028283 Check Date.: 12/15/14 Vendor I.D.: PER01 (P.E.R.S.)							
1	15/15/14 PERS	12/15/14	12-14	A	25205.49	.00	25205.49
		12/15/14	06-15				
** Total Checks Paid ----->				25205.49	.00	25205.49	

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information	
							Invoice #	Description
33580	12/15/14	PER01	P.E.R.S.	-1639.79	.00	-1639.79	B41211u	Ck# 033580 Reversed
				-2546.41	.00	-2546.41	1B41211u	Ck# 033580 Reversed
			Check Total.....:	-4186.20	.00	-4186.20		
028197	12/17/14	NOR43	NORTH STATE RECORDS SOLUT	-20.00	.00	-20.00	14988u	Ck# 028197 Reversed
028283	12/15/14	PER01	P.E.R.S.	25205.49	.00	25205.49	B41215	15/15/14 PERS
028285	12/18/14	ABF01	CERTIFIED/FORTRESS SECURI	72.00	.00	72.00	1042-216	ALARM MONITORING 1/1-3/31
028286	12/18/14	BUT01	NATALIE BUTLER	87.36	.00	87.36	B41217	MILAGE REIMBURSEMENT JULY
028287	12/18/14	CAL16	CA. POLICE CHIEFS' ASSOC.	150.00	.00	150.00	1715	JOB POSTING
028288	12/18/14	CIT06	CITY OF ORLAND	15804.00	.00	15804.00	117-A	CONT.SERV. LIBRARY OCT-DE
028289	12/18/14	COA00	COASTLAND CIVIL ENGINEERI	2087.25	.00	2087.25	36431	CONTERRA BROADBAND
				310.00	.00	310.00	36556	BAKER LOT MERGER
				138.75	.00	138.75	36678	TRACTOR SUPPLY
				862.50	.00	862.50	36686	CONTERRA BROADBAND
				5270.00	.00	5270.00	36689	WILLOWS SR APT
				118.50	.00	118.50	36691	SACRAMENTO-BUTTE RECONSTR
				2083.75	.00	2083.75	36694	WILLOWS CITY ENGINEERING
				1661.25	.00	1661.25	36695	TEHAMA ST RECONSTRUCTION
			Check Total.....:	12532.00	.00	12532.00		
028290	12/18/14	COM01	COMSCO	40.80	.00	40.80	247016	ROLL TOWELS
028291	12/18/14	COM16	COMCAST CABLE	55.15	.00	55.15	B41217	INTERNET LIBRARY 12/03/14
028292	12/18/14	CUR01	L.N. CURTIS & SONS	74.76	.00	74.76	34605-00	RIMS
028293	12/18/14	EVE00	EVERGREEN NOTE SERVICING	50.00	.00	50.00	B41217	MONTHLY ACCOUNTS NOV 2014
028294	12/18/14	GLE05	GLENN CO. FLEET SERVICES	3481.06	.00	3481.06	FL1524	NOVMEBER VEHICLE RENTAL &
028295	12/18/14	GRA00	GRAY ROCK TRUCKING	237.50	.00	237.50	35083	1" CRUSH DELIVERY
028296	12/18/14	INT17	INTERSTATE BATTERIES OF T	209.52	.00	209.52	30037522	BATTERIES VIPS TAURUS AND
				348.14	.00	348.14	30037523	BATTERIES E-16
				89.17	.00	89.17	30037547	PACIFIC GENERATOR
			Check Total.....:	646.83	.00	646.83		
028297	12/18/14	JON01	JONES & MAYER	157.50	.00	157.50	70381	208 N SACRAMENTO
				112.50	.00	112.50	70382	245 N PLUMAS ST
			Check Total.....:	270.00	.00	270.00		
028298	12/18/14	MAT01	MATSON & ISOM TECHNOLOGY	2965.00	.00	2965.00	48519	MANAGED PARTNER AGREEMENT
028299	12/18/14	MAX01	MAXIMUM SECURITY SYSTEMS	60.00	.00	60.00	24573	MONITORING SERVICE JAN-MA
028300	12/18/14	N&S00	N&S TRACTOR	24.21	.00	24.21	IW01469	SIGHTGLASS 6" PUMP
028301	12/18/14	NOR43	NORTH STATE RECORDS SOLUT	40.00	.00	40.00	15216	SHREDDING SERVICES NOV DE
028302	12/18/14	PET02	PETERSON TRACTOR CO.	585.48	.00	585.48	040760	TROUBLESHOOT STATION GENE
028303	12/18/14	PGE01	PG & E	26.60	.00	26.60	B41217	PG&E 1600 TEHAMA 11/5-12/
028304	12/18/14	PMC00	PMC	1005.00	.00	1005.00	41779	HOUSING ELEMENT UPDATE NO
028305	12/18/14	RAM01	RAMSEY'S GLASS	143.00	.00	143.00	14294	BLK SUNSCREEN
028306	12/18/14	RHF00	R.H.F. INC.	111.00	.00	111.00	67729	NHTSA TESTING
028307	12/18/14	SEV00	SEVERN TRENT ENVIRONMENTA	47918.15	.00	47918.15	2076095	WILLOWS OPERATION NOV 201
028308	12/18/14	SWR01	SWRCB FEES	800.00	.00	800.00	1530493	SMALL WATER SYSTEM ANNUAL
028309	12/18/14	TIT00	TITUS PROPERTIES	58.00	.00	58.00	B41218	PLANNING FEE REFUND (SIGN
028310	12/18/14	UNI00	UNITED STATES TREASURY	405.52	.00	405.52	CP161	NOTICE CP161
028311	12/18/14	VAL01	VALLEY ROCK PRODUCTS	561.72	.00	561.72	1101030	CRUSHED ROCK DELIVERIES

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
028312	12/18/14	WIL00	WILLOWS AUTOMOTIVE	22.50	.00	22.50	5984	SMOG PD VEHICLE
028313	12/18/14	WIL07	WILLOWS CHAMBER	2500.00	.00	2500.00	B41218	CONTRIBUTION-CHAMBER SPON
028314	12/18/14	WIL17	WILLDAN	8295.63	.00	8295.63	7-11878	PLANNING SERVICES THROUGH
Cash Account Total.....:				120022.56	.00	120022.56		
Total Disbursements.....:				120022.56	.00	120022.56		
Cash Account Total.....:				.00	.00	.00		

REPORT.: Dec 19 14 Friday  
RUN...: Dec 19 14 Time: 08:33  
Run By.: JANE COLLINS

CITY OF WILLOWS  
Cash Disbursement Detail Report  
Check Listing for 12-14 Bank Account.: 1050

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
028316	12/18/14	WILHJ	WILLOWS PACIFIC ASSOCIATE	443002.00	.00	443002.00	B41219	PASSTHROUGH FUNDS DRAWOW
Cash Account Total.....:				443002.00	.00	443002.00		
Total Disbursements.....:				443002.00	.00	443002.00		

RUN...: Dec 23 14 Time: 11:30  
Run By: JANE COLLINS

Cash Disbursement Detail Report  
Check Listing for 12-14 Bank Account.: 1050

ID #: FY-DP  
CTL.: WIL

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information Invoice #	Description
028318	12/23/14	CAL01	CALIFORNIA WATER COMPANY	1948.41	.00	1948.41	1677777	WATER EXPENSE THROUGH 12/
028319	12/23/14	COM16	COMCAST CABLE	140.60	.00	140.60	0116196	INTERNET FD 12/19-01/08/1
028320	12/23/14	RAD00	RADIO GUYS	25.00	.00	25.00	13870A	REPROGRAM PAGERS
				110.00	.00	110.00	13971A	FREQUENCY TEST
			Check Total.....:	135.00	.00	135.00		
028321	12/23/14	VER02	VERIZON WIRELESS	55.08	.00	55.08	6839160	TELEPHONE EXP. ELK CREEK
			Cash Account Total.....:	2279.09	.00	2279.09		
			Total Disbursements.....:	2279.09	.00	2279.09		

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
028323	01/05/15	ABO00	STEVE ABOLD	200.00	.00	200.00	B50105	JAN PUB WKS & PARKS TOOL
028324	01/05/15	ABS02	ABSOLUTE SAFETY	375.00	.00	375.00	2014-82	CPR COURSE
028325	01/05/15	ALV04	TRICIA ALVES	215.00	.00	215.00	000B501013	JAN-MAR 2015 UNIFORM ALLO
028326	01/05/15	BAR01	BARCELOUX BROTHERS AUTO	538.21	.00	538.21	B50105	DEC STMT PER ATTACHED
028327	01/05/15	BOA01	CITY OF WILLOWS FSA ACT.	6480.00	.00	6480.00	B50105	UNREIMBURSED MEDICAL AND
028328	01/05/15	BUR03	BURNHAM VETERINARY CLINIC	268.00	.00	268.00	105064	EUTHANIZE AND AFTERCARD
028329	01/05/15	CAR17	CARTER'S MOBILE WELDING	120.00	.00	120.00	824425	REPAIR SEWER SUMP
028330	01/05/15	CHA00	LANCE CHAPMAN	215.00	.00	215.00	000B501013	JAN-MAR 2015 UNIFORM ALLO
028331	01/05/15	CLE01	CLEAR, INC.	50.00	.00	50.00	B50105	MEMBERSHIP DUES-CORBIN
028332	01/05/15	COM16	COMCAST CABLE	135.60	.00	135.60	B50105	INTERNET ADMIN
028333	01/05/15	COR02	CORBIN WILLITS SYSTEMS	407.87	.00	407.87	B412151	CONT.SERV. FINANCE
028334	01/05/15	COR12	SANDRA CORBIN	215.00	.00	215.00	000B501013	JAN-MAR 2015 UNIFORM ALLO
028335	01/05/15	DAH00	JASON DAHL	215.00	.00	215.00	000B501013	JAN-MAR 2015 UNIFORM ALLO
028336	01/05/15	DAW00	CLAY DAWLEY	107.50	.00	107.50	000B501013	JAN-MAR UNIFORM ALLOWANCE
028337	01/05/15	EDG00	ADAM EDGINGTON	215.00	.00	215.00	000B501013	JAN-MAR 2015 UNIFORM ALLO
028338	01/05/15	ENL00	ENLOE MEDICAL CENTER	282.00	.00	282.00	B50105	EMPLOYEE EXAM PD
028339	01/05/15	ERE00	ER ENERGY	204.54	.00	204.54	352013	LIFT STATION GENERATORS
028340	01/05/15	FGL00	FGL ENVIRONMENTAL	21.00	.00	21.00	478866A	BACTI ANALYSIS
028341	01/05/15	GAL06	GALE	39.93	.00	39.93	840763	DECEMBER BOOKS
028342	01/05/15	HOL05	STEVE HOLSINGER	300.00	.00	300.00	000B501011	JAN VEHICLE ALLOWANCE
028343	01/05/15	INK01	THE INKWELL	15.37 19.01 17.54 245.10	.00 .00 .00 .00	15.37 19.01 17.54 245.10	05397 05398 05531 05549	MARKERS FD FLASH DRIVE FD PENS/INK FD TONER FD
			Check Total.....:	297.02	.00	297.02		
028344	01/05/15	JOH07	LUCAS JOHNSON	215.00	.00	215.00	000B501013	JAN-MAR 2015 UNIFORM ALLO
028345	01/05/15	KRU02	LEONARD G. KRUP	1435.00	.00	1435.00	22999	DEC PROFESSIONAL SERVICES
028346	01/05/15	KUW00	KELLY KUWATA	215.00	.00	215.00	000B501013	JAN-MAR UNIFORM ALLOWANCE
028347	01/05/15	LEA01	LEAGUE OF CA. CITIES	4047.87	.00	4047.87	147591	MEMBERSHIP 2015
028348	01/05/15	LEM01	CAROL LEMENAGER	200.00	.00	200.00	B50105	JAN VEHICLE ALLOWANCE REC
028349	01/05/15	LOM00	TYLER LOMBARD	215.00	.00	215.00	000B501013	JAN-MAR 2015 UNIFORM ALLO
028350	01/05/15	MCI01	TROY MCINTYRE	215.00	.00	215.00	000B501013	JAN-MAR 2015 UNIFORM ALLO
028351	01/05/15	NCC01	NCCSIF	34395.25	.00	34395.25	2015188	WORKERS COMP. JAN-MAR 201
028352	01/05/15	NOR18	NORTHERN CALIF. GLOVES	160.66	.00	160.66	176368	MISC CLOTH
028353	01/05/15	PER07	VAUGHN PERKINS	250.00 250.00	.00 .00	250.00 250.00	B50105 000B501011	JAN RENT ELK CREEK LIBRAR DEC. RENT ELK CREEK LIB.
			Check Total.....:	500.00	.00	500.00		
028354	01/05/15	PGE01	PG & E	8505.52	.00	8505.52	B50105	P.G. & E.
028355	01/05/15	SAC08	SACRAMENTO VALLEY MIRROR	37.80	.00	37.80	13054	LEGAL AD PLANNING COMM
028356	01/05/15	SAF03	SAFETY TIRE SERVICE	827.01	.00	827.01	24620	TIRES #1 PICK-UP
028357	01/05/15	SAI02	TIMOTHY L. SAILSBERY	200.00	.00	200.00	000B501011	JAN VEHICLE ALLOWANCE
028358	01/05/15	STO00	MICHAEL STOVER	215.00	.00	215.00	000B501013	JAN-MAR 2015 UNIFORM ALLO

RUN...: Jan 05 15 Time: 14:18  
 Run By.: JANE COLLINS

Cash Disbursement Detail Report  
 Check Listing for 01-15 Bank Account.: 1050

ID #: FY-DF  
 CTL.: WIL

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information-----	
							Invoice #	Description
028359	01/05/15	SYK01	GENE SYKES	215.00	.00	215.00	000B501013	JAN-MAR 2015 UNIFORM ALLO
028360	01/05/15	ULT02	ULTRAMAX	1342.00	.00	1342.00	149546	AMMUNITION
028361	01/05/15	USB04	U.S. BANK CORPORATE PAYME	3133.35	.00	3133.35	B50105	DEC STMT PER ATTACHED
028362	01/05/15	VES01	RAY VESSELS JR.	215.00	.00	215.00	000B501013	JAN-MAR 2015 UNIFORM ALLO
028363	01/05/15	WAL07	WAL-MART COMMUNITY	593.59	.00	593.59	B50105	12/16/14 STMT PER ATTACHE
028364	01/05/15	WAL08	CARL WALTER	215.00	.00	215.00	000B501013	JAN-MAR 2015 UNIFORM ALLO
028365	01/05/15	WIL14	WILLOWS FIRSTCARE INC.	50.00	.00	50.00	B50105	EMPLOYEE EXAM PW
028366	01/05/15	WILHJ	WILLOWS PACIFIC ASSOCIATE	454480.00	.00	454480.00	B50105	PASSTHROUGH FUNDS #5
028367	01/05/15	WUN01	WUNSCH'S GARAGE	538.35	.00	538.35	60735	REPAIR BRAKE UNIT
Cash Account Total.....:				523068.07	.00	523068.07		
Total Disbursements.....:				523068.07	.00	523068.07		

**AGENDA ITEM**

January 13, 2015

**TO:** Honorable Mayor Larry Domenighini and Members of City Council

**FROM:** John Wanger, City Engineer

**SUBJECT:** Morgan Car Wash – Approval of a Landscape Maintenance Agreement with Caltrans and acceptance of a new Public Access Easement associated with new sidewalk installed with the Morgan Car Wash project.

**RECOMMENDATION**

Adopt the attached resolution authorizing the City Manager to sign the Landscape Agreement with Caltrans and to accept the Public Access Easement associated with new sidewalk with the Morgan Car Wash project and authorizing the City Clerk to cause recordation of the easement

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**SUMMARY**

With the Morgan Car Wash project on Wood Street, the project was conditioned to replace certain sections of sidewalk and bring the sidewalk adjacent to the driveways into conformance with current ADA standards. In order to accomplish this, certain portions of new sidewalk extended beyond the existing right-of-way for Wood Street. Although Caltrans owns the right-of-way on Wood Street, any new sidewalk outside of the existing right-of-way needs to have a public access easement dedicated to the City to cover the portions of the new sidewalk.

Additionally, the Morgan Car Wash project is proposing to install new landscaping along portions of the frontage of the project. Portions of the new landscaping are within the right-of-way. Although the landscaping will be the property owner's responsibility to maintain, Caltrans requires the City to enter into a maintenance agreement with the State to ensure that the State is not responsible for the maintenance.

The Public Access Easement has been checked and found to be technically correct. A copy of the easement is attached. Additionally, staff has worked with Caltrans and the attached agreement has been found to be acceptable. A copy of the agreement is also attached.

**FINANCIAL CONSIDERATIONS** -

As the property owner is responsible for construction and maintenance of any landscaping, there are no financial impacts to the City. Additionally, the sidewalk to be constructed to bring the sidewalk into conformance with ADA is minimal and should not represent any additional maintenance costs to the City.

**NOTIFICATION**

Russell Morgan - Owner of Morgan Car Wash

**ALTERNATE ACTIONS**

None recommended.

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**RECOMMENDATION**

Adopt the attached resolution authorizing the City Manager to sign the Landscape Agreement with Caltrans and to accept the Public Sidewalk Easement associated with new sidewalk with the Morgan Car Wash project and authorizing the City Clerk to cause recordation of the easement

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Respectfully submitted,

  
4/ John Wanger  
City Engineer

Attachments:

Resolution  
Agreement

RESOLUTION No. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF WILLOWS, STATE OF CALIFORNIA,  
ACCEPTING THE OFFER OF DEDICATION FOR THE PUBLIC ACCESS EASEMENT  
ALONG WOOD STREET ASSOCIATED WITH THE MORGAN CAR WASH AND  
APPROVING THE MAINTENANCE AGREEMENT WITH CALTRANS FOR A PORTION OF  
SIDEWALK AND LANDSCAPING ALONG THE FRONTAGE OF WOOD STREET  
ASSOCIATED WITH THE PROJECT**

**WHEREAS**, Russell M. Morgan (Developer), owner and applicant, submitted a request for a Conditional Use Permit for the Morgan Car Wash located on APN005-370-004; and

**WHEREAS**, on December 4, 2013 the Planning Commission approved the Conditional Use Permit; and

**WHEREAS**, as part of the conditions of approval, the developer was conditioned to submit improvement plans showing site improvements, as well as improvements to the sidewalk and driveways fronting the project on Wood Street; and

**WHEREAS**, the improvement plans for the development have been submitted and reviewed by City staff and have been found to be in conformance with the City's rules and regulations, as well as those conditions of approval required to be completed prior to the signature of the improvement plans; and

**WHEREAS**, in order to accommodate improvements to Wood Street, the Developer is required to dedicate a public access easement to the City to cover portions of new sidewalk that are constructed outside of the existing right-of-way for Wood Street; and

**WHEREAS**, in order to properly maintain the new sidewalk and landscaping improvements, Caltrans has required that the a Maintenance Agreement with the City be executed to include the maintenance of the new sidewalk and landscaping improvements and said agreement has been submitted by Caltrans, reviewed by City staff and found to be in an acceptable format.

**NOW, THEREFORE, BE IT RESOLVED** determined and ordered by the City Council of the City of Willows as follows:

**SECTION 1:** The City Council hereby accepts the offer of dedication for the Public Access Easement associated with the sidewalk improvements adjacent to Wood Street and directs the City Clerk to record said easement deed, a copy of which is attached hereto.

**SECTION 2:** The City Council hereby approves the Maintenance Agreement with the California Department of Transportation (Caltrans) for maintenance of public improvements in Wood Street associated with this project and hereby authorizes the City Manager to sign said agreement on behalf of the City.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council on this 13<sup>th</sup> day of January, 2015, by the following vote:

AYES in favor of:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

\_\_\_\_\_  
Mayor Larry Domenighini

\_\_\_\_\_  
Natalie Butler, City Clerk

**LANDSCAPE MAINTENANCE AGREEMENT  
WITHIN STATE HIGHWAY RIGHT OF WAY  
ON ROUTE 162 WITHIN THE CITY OF WILLOWS**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Willows; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

**SECTION I**

**RECITALS**

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Permit Number 0314-6DM0436.
2. This Agreement addresses CITY responsibility for the concrete sidewalk, driveways, landscape, irrigation system, drainage system, (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 162, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

**SECTION II**

**AGREEMENT**

3. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
  - 3.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit A.
  - 3.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' Division of Maintenance's responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit A which will be made a part hereof and will thereafter supersede the attached original Exhibit A to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

4. CITY agrees, at CITY expense, to do the following:
  - 4.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (Section 27 of the Streets and Highways Code) LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
  - 4.2. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE's right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
  - 4.3. CITY shall ensure that LANDSCAPED areas designated on Exhibit A are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
  - 4.4. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
  - 4.5. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
  - 4.6. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
  - 4.7. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
  - 4.8. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
  - 4.9. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
  - 4.10. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District 3 Maintenance at 703 B Street, Marysville, CA 95901.

- 4.11. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
  - 4.12. To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
  - 4.13. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
  - 4.14. To MAINTAIN all sidewalks within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks or the LANDSCAPING in an expeditious manner.
  - 4.15. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
  - 4.16. To allow random inspection of LANDSCAPING, sidewalks and signs by a STATE representative.
  - 4.17. To keep the entire landscaped area policed and free of litter and deleterious material.
  - 4.18. All work by or on behalf of CITY will be done at no cost to STATE.
5. STATE agrees to do the following:
- 5.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
  - 5.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
6. LEGAL RELATIONS AND RESPONSIBILITIES:
- 6.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

6.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

6.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

6.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

## 7. PREVAILING WAGES:

7.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

7.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the

work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

8. INSURANCE :

8.1. SELF-INSURED - CITY is self insured. CITY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of the Agreement.

8.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

9. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

10. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF WILLOWS

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
City Manager

MALCOLM DOUGHERTY  
Director of Transportation

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Amarjeet S. Benipal, District 3 Director

By: \_\_\_\_\_  
City Attorney

RECORDING REQUESTED BY

Timios Title  
250 W. Sycamore Street  
Willows, CA 95988

Order #

WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

Name: **The City of Willows**  
Address: **201 N. Lassen Street**  
City, State, & Zip: **Willows, Ca 95988**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**EASEMENT GRANT DEED**

A.P.N.: 005-370-004

The undersigned grantor(s) declare(s):  
Documentary transfer tax is 0  
 computed on full value of property conveyed, or  
 computed on full value less value of liens and encumbrances remaining at time of sale.  
 Unincorporated area:   City of Orland

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

**Russell M. Morgan**  
hereby GRANT(S) to  
**The City of Willows, a municipal corporation**

the following described real property in the City of Willows, County of **Glenn**, State of California:

**A Public Access Easement for sidewalk purposes over the Southerly 4 feet of Parcel 4 as shown on that certain Parcel Map filed for record in the office of the County Recorder of the County of Glenn, State of California on March 16, 1973 in Book 2 of Parcel Maps, page 41.**

Dated: August 26, 2014

STATE OF CALIFORNIA  
COUNTY OF GLENN SS.

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, Personally appeared **Russell M. Morgan**  
who proved to me on the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

\_\_\_\_\_  
Russell M. Morgan

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

CERTIFICATE OF ACCEPTANCE

I, Steve Holsinger, City Manager for the City of Willows, do hereby certify, based upon the authorization by the City Council, that the real property interest described, granted for public easement purposes is hereby accepted by the City of Willows

City of Willows, a municipal corporation

\_\_\_\_\_  
Steve Holsinger- City Manager

\_\_\_\_\_  
Dated

STATE OF CALIFORNIA  
COUNTY OF GLENN

On \_\_\_\_\_, 2014, before me, \_\_\_\_\_, I,

Personally appeared Steve Holsinger who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

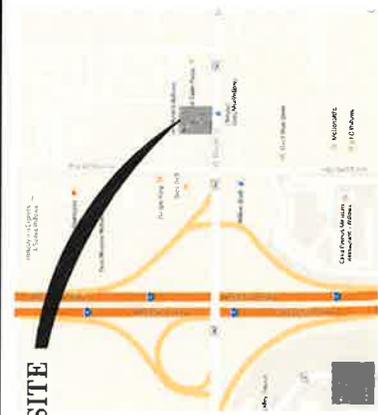
WITNESS my hand and official seal.

Signature \_\_\_\_\_

LANDSCAPE MAINTENANCE AGREEMENT  
WITH CITY OF WILLOWS

PROJECT SITE

EXHIBIT "A"  
03-GLE-162-65.66/65.66  
0314-6DMO436



VICINITY MAP

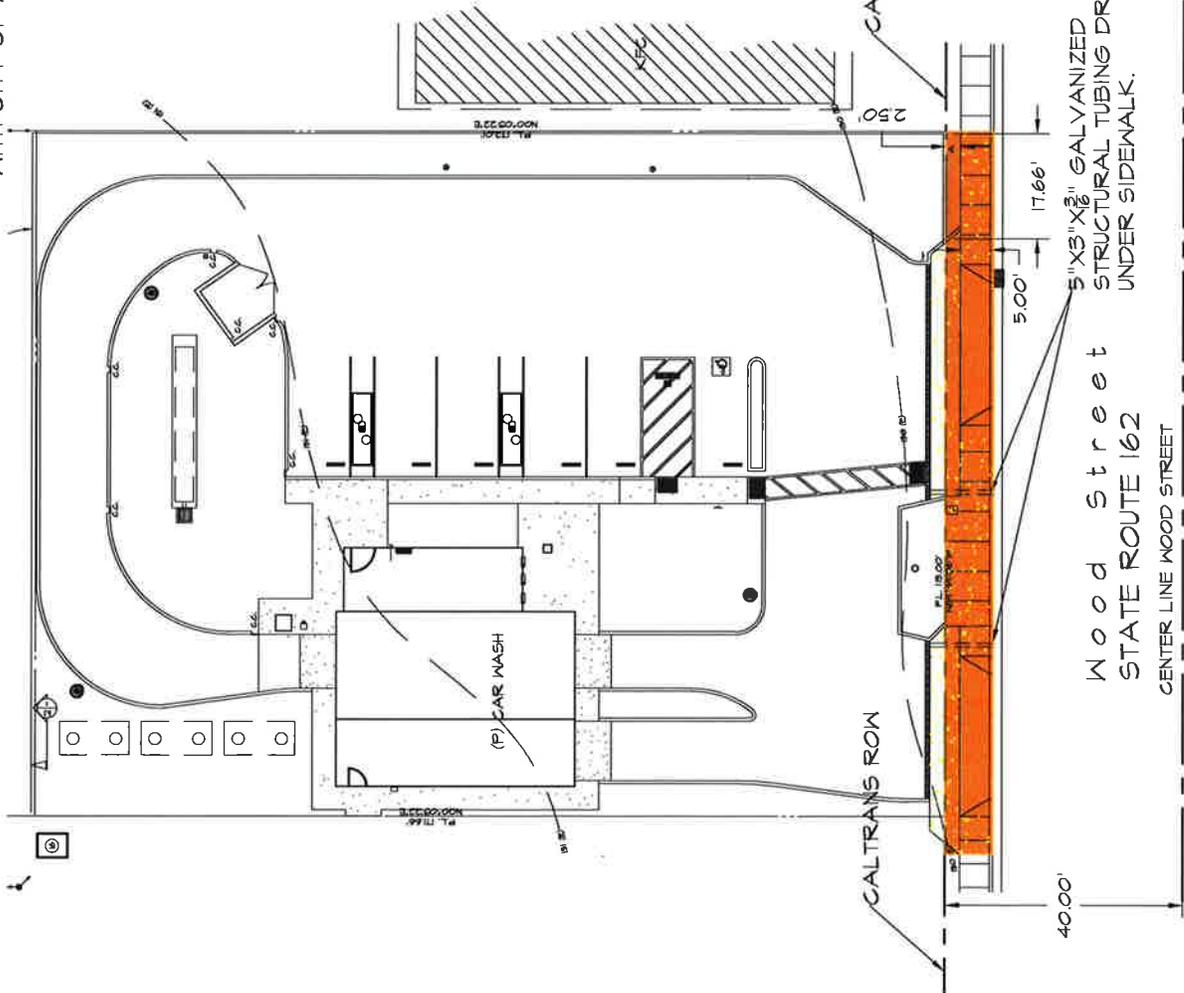
SCALE N.T.S.

LEGEND:

--- STATE RIGHT-OF-WAY

TO BE MAINTAINED BY CITY AT  
CITY'S EXPENSE.

EXISTING STORM DRAIN INLET



Wood Street  
STATE ROUTE 162  
CENTER LINE WOOD STREET



SCALE = 1" = 20'

JOB # 13-159

GRAPHIC SCALE



( IN FEET )

1 inch = 20 ft.

**DEPARTMENT OF TRANSPORTATION**

DISTRICT 3  
703 B STREET  
MARYSVILLE, CA 95901-0911  
PHONE (530) 741-5396  
FAX (530) 741-4072  
TTY (530) 741-4509



*Flex your power!  
Be energy efficient!*

December 15, 2014

John Wanger  
City Engineer  
City of Willows  
201N. Lassen Street  
Willows, CA 95988

I attached the electronic files of the Exhibit A and the Landscape Maintenance Agreement (LMA) between the City of Willows and the State of California for the Automated Car Wash project within State right of way on State Route 162 post mile 65.66. Please print 3 sets for signing.

Please ensure all copies are signed and returned to me along with a certified copy of the resolution authorizing the LMA and the proof of insurance as required in the Agreement. Please do not put a date on the face sheet of the Agreement. I will put the date on the face sheet after District 3 Director signs the Agreement. Then I will send a copy of the fully executed Agreement back to the City for its files.

If you have any questions, please contact me at telephone (530) 741-5396 or email at [Nancy.Xu@dot.ca.gov](mailto:Nancy.Xu@dot.ca.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Nancy Xu".

Nancy Xu  
Agreements Engineer

Enclosure

ITEM 8 (a)

**AGENDA ITEM**



**TO:** Willows City Council  
**FROM:** Tim Sailsbery, Finance Director  
**SUBJECT:** 2014/15 Appropriation Limit

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**RECOMMENDATION**

Conduct a Public Hearing regarding the 2014/2015 Appropriation Limit for the City of Willows and adopt resolution establishing said limit.

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**SITUATION (or BACKGROUND):**

The City is required to establish its appropriations limit annually by Council resolution. The appropriation limitation imposed by Propositions 4 and 111 creates a restriction on the amount of revenue that can be appropriated in any fiscal year. The limit is based on the actual appropriations during the 1978-79 fiscal year and is increased each year using the growth of population and inflation. Not all revenues are restricted by the limit, only those that are designated as "proceeds of taxes" are included.

The City's appropriation limit for fiscal year 2014/15 is \$8,341,832. With qualified proceeds of taxes \$3,054,008 for the year, the City is \$5,287,824 under the limit. The City Auditor has reviewed the worksheets.

**FINANCIAL CONSIDERATIONS:**

No direct financial consideration as the City is below the Appropriation Limit for 2014/15.

**NOTIFICATION**

Notice of Public Hearing published in local newspaper

**ALTERNATE ACTIONS**

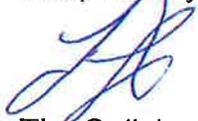
1. Adopt by Resolution
2. Request additional information from staff
3. Reject staff recommendation and/or direct item to be returned at later date.

**RECOMMENDATION**

Conduct a Public Hearing regarding the 2014/2015 Appropriation Limit for the City of Willows and adopt resolution establishing said limit.

---

Respectfully submitted,



Tim Sailsbery  
Finance Director

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Appropriation Limit Worksheets Available at City Hall for review

Attachment:  
Resolution