

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

CITY COUNCIL SPECIAL MEETING AGENDA

Council Chambers, 201 North Lassen Street

Wednesday, May 9, 2012

6:00 p.m.

1. **Call to Order – 6:00 p.m.**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **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 the March 28, 2012, Special City Council Budget Meeting Minutes.
 - b) Consider adoption of a Resolution directing the City Clerk to advertise for sealed proposals for the publication of legal notices for the City of Willows.
 - c) Accept the revised Employment Agreement between the City of Willows and Greg Tyhurst.

Public Comment – Public Comment is restricted to only those topics listed on the agenda.

5. **Executive Session:** Pursuant to California Government Code Sections 54950 et seq., the City Council will hold a Closed Session. More specific information regarding this closed session is indicated below:
 - a) CONFERENCE WITH LABOR NEGOTIATOR(S) pursuant to Section 54957.6

Agency Negotiators:	City Manager Steve Holsinger Finance Director Tim Sailsbery
Employee Organization(s):	Willows Employees Association Willows Public Safety Association Unrepresented Employees (All City Employees not represented by WEA or WPSA)
6. Report out from Closed Session:
7. **Adjournment**

CERTIFICATION:

Pursuant to Government Code § 54956 the agenda for this meeting was properly posted on May 3, 2012.

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 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

MINUTES OF THE WILLOWS CITY COUNCIL SPECIAL BUDGET MEETING HELD
March 28, 2012

1. The meeting was called to order at 11:00 a.m. by Mayor Holvik.
2. **PLEDGE OF ALLEGIANCE:** Brian Ramos led the Pledge of Allegiance.
3. **ROLL CALL:**

Present: Council Members Yoder, Hansen, Taylor-Vodden, Cobb & Mayor Holvik
Absent: None

4. **Public Comment:** None
5. **FY 2012/2013 Budget Overview:**

Mayor Holvik began the meeting by providing the Council and Staff with a list of goals and objectives of today's meeting, stating that the goal of today's meeting is to provide City Staff with clear direction on how to proceed in the budgeting process for the 2012/13 budget.

The Finance Director then presented two baseline budgets – one budget with the implementation of scheduled wage increases and one with continued deferral of scheduled wage increases. With the continued deferral of scheduled wage increases there is a projected deficit of \$120,734. With the implementation of scheduled wage increases, the projected deficit is \$219,351. This amount does not include returning the 10% voluntary wage reduction of salaries of the Management Staff, as the Management Staff has already agreed to continue their voluntary 10% reduction for the upcoming fiscal year.

The City Manager then presented the Council with a seven year history of General Fund Operations, showing a graph of revenues and expenditures from the 2005/06 fiscal year through the 2011/12 fiscal year. He pointed out that for the last six fiscal years the City's Expenditures have exceeded the Revenues and over a seven year period the City's reserves have been drawn down from \$2,102,052 in 2005/06 to \$1,036,346 (projected for the end of the current 2011/12 fiscal year).

Staff is seeking guidance from the Council on how to proceed with the budget process and the Council's priorities in proceeding into 2012/13. Council discussion ensued and the consensus of the Council was as follows:

The Council would accept a deficit of \$120,734. They directed Staff to move forward with two tax measures to be placed on the November ballot; One measure to increase Transient Occupancy Tax and the other a measure to increase sales tax. Staff was also directed to begin negotiations with the Labor Groups (the Employees' Association and the Public Safety Association) and ask for them to continue their deferrals through the 2012/13 fiscal year. The City Manager stated that there was a request of the Public Safety association to not have him be involved with the budget negotiations. They also indicated that they intend to have a

professional negotiator. The City Manager was seeking Council direction on whether they desire to remove him from the negotiations. It was the consensus of the Council that the City Manager not be excluded from negotiations and that he continues to be on the negotiating committee. Additionally, Council Member Taylor-Vodden indicated that she would like to sit in on the negotiations. The Council agreed that this would be acceptable, therefore, the City Manager would be the primary negotiator with Council Member Taylor-Vodden assisting.

The City Manager then suggested that the Council review and re-prioritize the list of goals for potential Revenue Enhancements and potential Expenditure Reductions that they created at the September 13, 2011 meeting. Following were the goals set at that time:

The items introduced for discussion by the Council for **Potential Revenue Enhancements** were as follows:

1. Review current fee structure to consider adjustment as necessary. Examples:
 - a.) Development fees, building fees, encroachment fees.
 - b.) Park utilization or public facilities fees.
 - c.) Administrative fees (i.e., copy fees, permits, etc.).
 - d.) Business License fees.
2. Review Transient-Occupancy-Tax to consider adjustment as necessary.
 - a.) Authorize an audit of TOT collection.
 - b.) Consider increase of TOT rate by 2%.
3. Consider creation of new Tax model/methods:
 - a.) Consider partnering with Glenn County for specific sales-tax override.
 - b.) Consider creation of parcel tax for Fire Services District.
4. Special Events specific to the identity of the Community. Example:
 - a.) Rice Festival

The items introduced for discussion by the Council for **Potential Expenditure Reductions** were as follows:

5. Thoroughly evaluate any/all shared resources opportunities with Glenn County and/or surrounding cities.
 - a.) Consider a study to look into the possibility to consolidate law enforcement services within the City of Willows with the Glenn County Sheriff.
 - b.) Study opportunities with Orland or neighboring cities for administrative/city management services (i.e. City Manager, Planner, Building Official, City Clerk, Recreation, Parks, etc.).
 - c.) Consider negotiations with the County/Orland/other cities for out-sourcing financial management services.
 - d.) Solicit negotiations with Willows Volunteer Fire Service to assume an all-volunteer fire services unit – similar to Orland, and/or others.

6. Cut programs or eliminate city services. Examples:
 - a.) Closure of the City Library and return branches to Glenn County for operation.
 - b.) Eliminate the Recreation Department & all programming.
 - c.) Eliminate the City Manager & Clerk positions and have Council manage day-to-day operations and maintain/retain all city records, etc. (similar to County model).

7. Maintain the status-quo and reduce the workforce in accordance with City Policy.
 - a.) Prepare a proposed budget and then calculate the exact number of employees possible to retain (i.e. affordable with projected revenue) consistent with available funding. Notify all others of position elimination and/or lay-off.

Discussion ensued and the consensus of the Council was to put item #1 on hold for the time being and Council will revisit at a later time. Council directed staff to move forward with item 2 (b) and item 2 (a) is on hold. Item 3 was eliminated in its entirety. Item 4 will be on hold for the time being and Council will revisit at a later time. Items 5 (a), (c) and (d) were eliminated and Item 5 (b) is something that is ongoing but not a priority with this year's budget development process. Item 6 was eliminated in its entirety. Item 7 was left as is since it is what we are currently doing.

6. **Set time and date for next Budget Meeting:** It was determined that no definitive date and time would be set for another budget meeting at this time. Council would like to wait until the negotiators have had time to meet with the Labor Groups before holding another budget meeting.

7. **Adjournment:** Mayor Holvik adjourned the meeting at 12:55 p.m.

Dated: March 28, 2012

NATALIE BUTLER

City Clerk

The City of Willows is an Equal Opportunity Provider

AGENDA ITEM

May 9, 2012

TO: Honorable Mayor Holvik and Members of City Council
FROM: Steve Holsinger, City Manager
SUBJECT: Request for Proposals for Legal Advertising for City of Willows

RECOMMENDATION

Staff is recommending City Council authorize by Resolution seeking proposals to establish a Professional Services Agreement for Legal Advertising Services; required by the City Clerk's Office for the City of Willows.

SUMMARY

Pursuant to Public Contractors Code Section 20169, annually before the beginning of each fiscal year, the City is required to publish a notice inviting bids and contract for the publication of legal notices required to be published. Currently the City of Willows contracts with the Sacramento Valley Mirror to publish Legal Notices and other documents from the City Clerk's Office as required. Our current contract for services will expire on June 30, 2012. Staff recommends the City Council authorize the City Clerk to solicit bids for advertising services through the next fiscal period in accordance with Government Code of the State of California, Section 6040, et seq.

FINANCIAL CONSIDERATIONS

Unknown at this time, however anticipated not-to-exceed six thousand dollars annually.

ALTERNATE ACTIONS None Recommended

RECOMMENDATION

Staff is recommending City Council authorize by Resolution seeking proposals to establish a Professional Services Agreement for Legal Advertising Services; required by the City Clerk's Office for the City of Willows.

Respectfully submitted,


Stephen A. Holsinger
City Manager

Attachments:

**Resolution authorizing City Clerk to solicit bids for advertising services.
Quotation Form and General Provisions.
Sample Professional Services Agreement for advertising services.**

CITY OF WILLOWS
CITY COUNCIL
RESOLUTION NO. -2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS
DIRECTING THE CITY CLERK TO ADVERTISE FOR SEALED PROPOSALS FOR THE
PUBLICATION OF LEGAL NOTICES FOR THE CITY OF WILLOWS**

WHEREAS, the City of Willows desires to solicit bids for the publication of legal notices; and

WHEREAS, it is in the best interest of the City of Willows to obtain the best price and the widest circulation possible for public notices;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby directed to publish once in the Sacramento Valley Mirror a copy of this Resolution inviting sealed proposals or bids by all newspapers of general circulation in the City of Willows for the publication of ordinances and other legal notices and matters required to be published in the City of Willows.
2. A copy of this Resolution, with the Quotation Form, and General Provisions shall be sent to Willows Journal and the Sacramento Valley Mirror.
3. The rates for publishing such ordinances, notices and legal matters shall not exceed the customary rate charged for publishing legal notices of a private character.
4. All such proposals or bids shall be based upon the lines per column inch of printing surface occupied, with a column width of 1.82, and the columns excluding space margin shall also be specified. Proposals or bids shall be for 9.0 point and 10.0 point leading with lines per column inch stated.
5. All bids to be considered must be in conformity with the provisions of Section 6040 et seq. Of the Government Code of the State of California, reference to which is hereby made for further particulars.
6. The bidder shall set forth in the proposal the newspapers court adjudication number and the total number of newspapers circulated in the City of Willows city limits per issue as of January 1 of this year (i.e., 2012).
7. Bidders are not required to furnish security bonds, but must have a valid City of Willows business license.

8. The City of Willows hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
9. Sealed bids to be considered by the City of Willows shall be delivered to the City Clerks Office, 201 N Lassen Street, Willows, CA 95988, not later than 4:00 p.m. on May 31, 2012, at which time they will be publicly opened and read aloud. A report will be forwarded to the City Council no later than June 26, 2012, at which time the City Council shall award the bid to the lowest responsive, responsible bidder.
10. The City of Willows reserves the right to reject any and all bids.

It is hereby certified that the foregoing Resolution No.-2012 was duly introduced and duly adopted by the City Council of the City of Willows at a special meeting held on this 9th day of May, 2012 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Vince Holvik, Mayor

ATTESTED:

Natalie Butler, City Clerk

City of Willows
201 N Lassen Street, -- Willows, CA 95988
(530) 934-7041

2011 Quotation Form
Bid for Legal Publications

Name of Newspaper _____

Name of Publishing Company _____

Mailing Address _____

Office Address _____

Telephone _____

1. Price per column inch from 7/1/2012 to 6/30/2013 _____

2. Width of column excluding space margin shall be 1.82 _____

3. Type Style shall be at the discretion of the Publisher, Font Size shall be 9.0 with 10.0 Leading.

4. Number of lines per column inch? _____

5. Total Circulation per Issue in the City of Willows _____

6. Total Paid Subscribers in the City of Willows _____

7. Legally adjudicated newspaper of general circulation in Willows?

Date Adjudicated? _____ Court Decree # _____

8. Additional Comments: _____

Print Name _____ Title _____

Signature _____ Date _____

**Please return in Sealed Envelope Marked "Bid - Legals"
to the Office of the City Clerk at the address above**

Bids Due by 4:00 p.m., May 31, 2012
Anticipated date of Award of Bid is June 26, 2012

GENERAL PROVISIONS

1. The City of Willows is inviting proposals for legal advertising for the Office of the City Clerk.
2. Each bidder shall be held responsible for familiarizing himself/herself with conditions to be encountered and requirements of the specifications.
3. Proposals must be made on the forms furnished by the City. Do not remove the specifications or any of the pages herein but submit as a complete package with any additional information to be provided by the company.
4. A sample of a City of Willows contract is attached. All contracts shall be reviewed and approved as to form by the City Attorney prior to execution.
5. This proposal and contract that may be awarded related to it shall be valid from date of approval by the City Council until June 30, 2013.
6. Provide along with the bid documents, a sample layout and the exact cost of the following advertisement:

"NOTICE INVITING BIDS FOR LEGAL ADVERTISING FOR THE CITY OF WILLOWS

Notice is hereby given that by virtue of authority in Section 20169 of the California Public Contract Code, the City of Willows, calls for proposals to publish legal notices required to be published in a newspaper of general circulation for the City of Willows for the period beginning on the date of award of bid (anticipated for June 26, 2012), and ending June 30, 2013. To be qualified to bid, bidder must be a responsible publisher of a newspaper of general circulation, legally adjudicated by the Superior Court of Glenn County.

The City reserves the right to reject any and all bids or to waive irregularities in any bid. The City reserves the right to select the successful bidder on the basis of circulation, regular subscriptions, services and other factors than the lowest price.

Sealed bids must be received at the City Administrative offices, 201 North Lassen Street, Willows, CA 95988 no later than 4:00 p.m. on May 31, 2012, and will be opened in public at or about that hour in the City Council Chambers. The City of Willows is an Equal Opportunity Provider.

/s/ Natalie Butler, City Clerk"

7. The City of Willows reserves the right to evaluate the proposal based on several qualifications including circulation of the paper, days published, experience, samples, ability to respond-lead time and cost. Although cost is one of the evaluating factors, the City is not bound to award the contract based on price alone (per Chapter 3.05.090 of the Willows Municipal Code).
8. Prices quoted on the proposal shall be in effect from date of award of bid and remain in effect until June 30, 2013.

**CITY OF WILLOWS
PROFESSIONAL SERVICES CONTRACT
LEGAL PUBLICATIONS**

THIS CONTRACT, made and executed this ____ day of _____, 2012, by and between the City of Willows, California, hereinafter referred to as "City", and _____ hereinafter referred to as "Contractor" and "Bidder":

WITNESSETH: City and Contractor do mutually agree as follows:

1. The Resolution Inviting Proposals, Proposal, Specifications and all amendments thereof, when approved by the parties hereto, copies of which are attached hereto, are hereby incorporated in and make a part of this Contract by reference, as though fully set forth herein, and all of the foregoing shall constitute the Contract documents.
2. Contractor agrees to publish legal notices as specified in the Contract documents and in the manner specified therein.
3. City agrees to pay contractor the amount specified in the Contract documents and in the manner specified herein.
4. Time is of the essence of this Contract. If contractor should fail to publish legal notices as specified in paragraph 2 above, City may give 30 days written notice to Contractor to provide the required service in a timely manner, and if the Contractor fails to do so, the Contractor shall be liable to the City for damages incurred, including, but not limited to, the price differential in procuring legal advertising in conformance with the Contract documents on the open market from another vendor, with or without advertised competitive bidding.
5. Contractor agrees that in the performance of this Contract, Contractor is an independent Contractor, not an employee, agent or officer of the City.
6. This Contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
7. Contractor shall not assign this Contract, or any part thereof, or any monies due or to become due thereunder without prior written consent of City.
8. Contractor shall indemnify and hold harmless the City, and its officers and employees, from and against any and all claims, demands, suits, damage, injury and liability, including costs and expenses incurred in connection therewith, however caused, resulting from, arising out of, or in any way connected with the performance of the contract.
9. Contractor shall hold the City, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of a copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

10. Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the City in procuring in the open market legal publication shall be borne and paid by the Contractor. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

11. Subject to the provisions of this Contract, all terms, covenants, conditions and provisions hereof shall inure and shall bind each of the parties

City of Willows ("City")

Steve Holsinger, City Manager

Dated: _____

ATTEST:

Natalie Butler, City Clerk

APPROVED AS TO FORM:

Gary Krup, City Attorney

("Contractor")

By

Dated: _____

Title

AGENDA ITEM

TO: Willows City Council
FROM: Tim Sailsbery, Finance Director
SUBJECT: Revision to Employment Agreement-Greg Tyhurst

RECOMMENDATION

Accept, by motion, the revised Employment Agreement between the City of Willows and Greg Tyhurst

SITUATION (or BACKGROUND):

At the March 13, 2012 City Council meeting, staff provided Council with personnel plans pertaining to the Parks/Public Works Department. The discussion and subsequent vote by Council included an employment agreement with Greg Tyhurst that would allow him to return in a temporary role of extra assistance with projects and training of the new Deputy Public Works Director. Subsequent to the approval of this agreement, Staff learned of item(s) that needed to be changed on the original agreement.

The original agreement called for compensation in the amount of \$55.00 per hour. It was subsequently determined that the wage scale of a retired annuitant returning in a temporary, extra assistance capacity, could not exceed the published wage scale for the position in question. Mr. Tyhurst, in his capacity of Public Works Director, received salary compensation that is the equivalent of \$37.41 per hour. The hourly rate has been changed in the revised agreement to reflect this.

In addition, the date of the agreement has been changed from May 8 to May 10 to accommodate approval by Council before commencing with the agreement.

FINANCIAL CONSIDERATIONS:

Overall cost may reduce based upon reduction in hourly rate.

NOTIFICATION

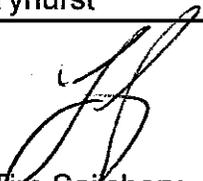
Greg Tyhurst has been consulted regarding the change

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

Accept, by motion, the revised Employment Agreement between the City of Willows and Greg Tyhurst



Tim Saisbery
Finance Director

Attachment:

EXHIBIT: City of Willows and Greg Tyhurst Employment Agreement

CITY OF WILLOWS
AND GREG TYHHURST
EMPLOYMENT AGREEMENT

For the position of Public Works Director, Temporary Extra
Assistance

This agreement is made and entered into this 10th day of May, 2012, between the CITY OF WILLOWS, a municipal corporation, hereinafter referred to as "CITY" and Greg Tyhurst, hereinafter referred to as "Employee".

WITNESSETH

WHEREAS, CITY desires to employ the services of Employee as CITY Public Works Director/Consultant; and

WHEREAS, CITY agrees to employ the services of Employee part-time as the Public Works Director/Consultant to perform the functions and duties as specified in the CITY classification specification and to perform other legally permissible and proper duties and functions of the CITY from time to time as may be assigned by City Manager; and

WHEREAS, Employee shall, by this agreement, become an "at-will" employee of the CITY and will serve at the pleasure of the City Manager. All rules and policies in existence prior to the execution of this agreement shall not be applicable or defeat the intent of the parties that this position is "at-will".

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Salary: The CITY agrees to pay Public Works Director/Consultant for services rendered, as provided herein, \$37.41 per hour, not to exceed 960 hours per fiscal year, effective May 10, 2012 and payable in semi-monthly payroll periods.
2. Retirement:
As part-time, Employee is not eligible for participation in PERS. Employee may participate in the City's ICMA Deferred Compensation Plan. All contributions are made by employee; no contribution will be made by CITY.
3. Sick Leave/Vacation/Holidays: As Part-time, Employee is not eligible for these benefits.
4. Health. Dental and Vision Insurance: As Part-time, Employee is not eligible for these benefits.
5. Resignation and Termination: Employee shall give CITY at least 30 days advance written notice of termination of this agreement by Employee. Employee may be terminated at any time, without cause. Notwithstanding City's absolute right to terminate Employee without cause, Employee may be terminated at any time for cause. Cause shall be for any "improper conduct" as defined in the Personnel Rules and Regulations of the City of Willows. Notwithstanding any other provision of this agreement to the contrary, Employee shall not be entitled to any severance pay or other compensation whether Employee is terminated for cause or to terminate this agreement without cause.
6. Term of Agreement: This Agreement is effective May 10, 2012 and shall remain in full force and effect, unless terminated by either party for any reason, at any time, in waiting, with an effective date for such termination, (see "Resignation and Termination").
7. Other Terms and Conditions of Employment: The City Manager shall fix any other terms and conditions of employment, as may be determined from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement or any

other law.

8. General Provisions

- (a) This agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs at law and personal representative of Employee.
- (b) If any provisions, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Willows has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Date: _____

City of Willows

By: _____

Date: _____

By: Vince Holvik, Mayor

Date: _____

By: Steve Holsinger, City Manager

ATTEST:

Natalie Butler, City Clerk

APPROVED AS TO FORM:

Gary Krup, City Attorney