CITY COUNCIL

Jeffrey T. Cobb, Mayor
Terry Taylor-Vodden, Vice Mayor
Larry Domenighini, Council Member
Lawrence Mello, Council Member
Gary L. Hansen, Council Member

CITY MANAGER
Steve Holsinger

CITY CLERK
Natalie Butler

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

CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, October 14, 2014
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 October 14, 2014, Agenda.
5. Presentations & Proclamations: None
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.
   b) Consider approval of Minutes of the September 9, 2014, Regular City Council Meeting.
   c) Consider approval of Minutes of the September 23, 2014, Regular City Council Meeting.
   d) Accept the City of Willows Quarterly Treasurer's Report of Cash & Investments as of June 30, 2014.
   e) Consider adoption of a Resolution establishing City Council Meetings in accordance with the recently amended Municipal Code, with an effective date of all changes to be January 1, 2015.

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).*

9. **Ordinances:** None

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

11. **New Business:**

    a) Consider approval of a three-year renewal of the Professional Services Agreement for Operation of the Waste Water Treatment Plant between the City of Willows and Severn Trent Environmental Services, Inc.

    b) Consider adoption of a Resolution expanding the original boundaries for the Façade Improvement Program and increase funding available for Mini-Grants under the program criteria.

    c) Consideration of Façade Improvement funding approval in an amount not to exceed $11,399.00 for a project located at 311 N. Butte Street (APN 002-142-099) submitted by RaeAnn Titus.

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 October 10, 2014. A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall or the Willows Public Library at 201 North Lassen Street in Willows or on the City's website at www.cityofwillows.org.

In compliance with the Americans with Disabilities Act, the City of Willows will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office at 934-7041 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

The City of Willows is an Equal Opportunity Provider

MINUTES OF THE WILLOWS CITY COUNCIL REGULAR MEETING HELD
September 9, 2014

1. Mayor Cobb called the meeting to order at 7:01 p.m.

2. **PLEDGE OF ALLEGIANCE:** Council Member Hansen led the Pledge of Allegiance.

3. **ROLL CALL:**

   Present: Domenighini, Mello, Hansen & Mayor Cobb.
   Absent: Taylor-Vodden

4. **Agenda Review:** It was **moved** by Council Member Hansen and **seconded** by Council Member Domenighini to accept the September 9, 2014 agenda as presented. The motion unanimously passed.

5. **Presentations & Proclamations:**

   a) Mayor Cobb presented a Proclamation honoring the memory of those whose lives were lost in the September 11, 2001, attack on the United States to Barbara LaDoucer of the American Legion Auxiliary.

   b) Mayor Cobb presented a Proclamation in Recognition of September 19, 2014, being "National POW/MIA Recognition Day" to Barbara LaDoucer of the American Legion Auxiliary.

   c) Mayor Cobb presented a Proclamation of the City of Willows recognizing the 200th Anniversary of the Star Spangled Banner to Barbara LaDoucer of the American Legion Auxiliary.

6. **Public Comment/Written Communications:** None

7. **Consent Agenda:**

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

   a) Approval of General, Payroll & Direct Deposit Check Registers.

   b) Approval of Minutes of the August 12, 2014, Regular City Council Meeting.

   c) Approval of second reading by title only and adoption of Ordinance Number **710-2014** entitled **"An Ordinance of the City Council of the City of Willows repealing section(s) 2.05.050 and amending Title II section 2.05.040 of chapter 2.05; City of Willows Municipal Code"**

   d) Approval of renewal of the Fiscal Year 2014/2015 Contract for Services between the City of Willows and 3CORE, Inc.

8. **Public Hearings:** None

9. **Ordinances:** Action taken under item 7(c).

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

- City Manager Steve Holsinger announced that earlier today California City News published an article about the State Controller unveiling a new website that is available to search specific fiscal and wage and benefit information for all California Cities, and there is a decade worth information from 2003 through 2013. He did a comparison between the Cities of Williams, Colusa, Orland, Red Bluff & Willows between the years 2009 and 2013. He stated that is was fascinating to look at where the City of Willows was financially and what the City's expenses were versus the revenues that were being generated when he began his employment with the City of Willows. During that time the City was spending more money than they were bringing in. He stated that in the last couple of years, the City of Willows has done a remarkable job in reducing their expenditures and they have dropped way down with their expenditures compared to the other cities and they have done so without having to sacrifice any single service provided to the Citizens of the City of Willows. Conversely, other cities of similar size have seemed to increase their expenditures over this same timeframe. He believes that the City Council and the Staff in the City of Willows should be congratulated for doing an outstanding job in their efforts to attain more fiscal stability. The current Council, as well as previous Councils, that managed the budget in the past few years did an outstanding job of restoring the General Fund Reserves, and did a phenomenal job of reducing expenses while still maintaining the services and increasing revenues. This was all done throughout the most difficult fiscal period in local municipal history. The City of Willows has done quite well over the past five years, with a greater than 3% increase in revenues, which may not sound like a lot, but it did out-pace the CPI. He believes it is very important for the Citizens of the City to be aware of this information. Additionally, on that same website there is an employee database where you can pull up every employee in the City and see their wage and benefit information. This new website is being touted as the most significant advancement in transparency in Government in the history of the State of California. Again, he stated that the Council and City Staff should be congratulated for an outstanding fiscal run over the last few years. He encouraged everybody to visit the website and take a look at all of the information that it contains.

  Mayor Cobb thanked the City Manager for sharing this information and he offered his congratulations to all Staff, Department Heads and the City Manager and thanked them for their efforts to get the City back on fiscal track.

- Council Member Mello asked if it is really necessary to read all of the items on the Consent Agenda prior to the Council taking an action on it. Mayor Cobb responded, stating that he doesn't know if it necessary, but that he personally likes to be thorough and make sure that everything is recorded properly and that he is demonstrating transparency by reading aloud of all of the items on the Consent Agenda.

11. New Business: None

12. Council Member Reports:

Council Member Hansen:

- Reported that the contract for CGI Communications has been executed. He received a message from a CGI Representative out of New York today requesting to hold a teleconference meeting with the subcommittee consisting of himself and Council Member Mello this Friday to work out some specific details of the project. After the conference call, they would like to nail down some dates to begin the production work.

Council Member Mello:

- Reported that he attended a Cities and County EDC meeting on August 28.
- Announced that the 911 Remembrance and Candle Light Vigil will be held at Memorial Hall this Thursday evening, starting at 7:30 p.m.
- Announced that the second annual 5K "Walk of Hope" for St. Jude's Children Hospital will take place at Memorial Hall on October 12.
- Announced that the Avenue of Flags will be erected on Sycamore Street on September 11th from 6:00 a.m. – 5:30 p.m.

Council Member Domenighini:

- Reported that the Chromium 6 subcommittee is attempting to set up a meeting in the near future.
- Reported that the Utilities subcommittee that he and Council Member Taylor-Vodden serve on, will be meeting with Public Works Director Skyler Lipski on Thursday Morning to go over an outline of all of the different items they will be looking at.
- Reported that the Library will be holding an event featuring local authors on September 23 from 4:00 – 6:00 p.m.

13. Executive Session: None

14. Adjournment: Mayor Cobb adjourned the meeting at 7:24 p.m.

Dated: September 9, 2014

NATALIE BUTLER

City Clerk

The City of Willows is an Equal Opportunity Provider

MINUTES OF THE WILLOWS CITY COUNCIL REGULAR MEETING HELD September 23, 2014

1. Mayor Cobb called the meeting to order at 7:00 p.m.

2. **PLEDGE OF ALLEGIANCE:** Mayor led the Pledge of Allegiance.

3. **ROLL CALL:**

   Present: Domenighini, Taylor-Vodden, Mello, Hansen & Mayor Cobb.
   Absent: None

4. **Agenda Review:** It was **moved** by Council Member Hansen and **seconded** by Council Member Domenighini to accept the September 23, 2014 agenda as presented. The motion unanimously passed.

5. **Presentations & Proclamations:** None

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

Willows Chamber of Commerce President, Jamie Millen, updated the Council on upcoming Chamber of Commerce activities, events and fundraisers.

7. **Consent Agenda:**

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

a) Approval of General, Payroll & Direct Deposit Check Registers. (27862-27916; Z05536-Z05575; 33347-33370)

b) Approval of Minutes of the August 26, 2014, Regular City Council Meeting.

c) Approval of the City of Willows Statement of Investment Policy as submitted.

8. **Public Hearings:** None

a) TK Development, LLC Appeal of Planning Commission Action (Continued from August 26, 2014 City Council Meeting).

The City Manager stated that this is a continued public hearing that the Council is required to conduct in order to hear any comments from the public who wish to speak to this issue. He also stated that the City received a letter from TK Development requesting that the Council allow them to withdraw their appeal. There was also a letter received from a citizen who resides close to the site of this Senior Housing project that is requesting that the Council uphold the Planning Commission's original decision to require a concrete fence/barrier and not allow a wooden fence to be erected instead. The City Manager is requesting that the Mayor open the continued hearing at this time and at the end of any testimony or discussion, the Mayor should close the hearing

and the Council should then take an action, by motion, to either accept or deny TK Development's request to withdrawal their appeal. The City Manager assured the Council that by their accepting the request to withdraw the appeal, there are no changes to any part of the project and does not affect anything that the Planning Commission has done or stipulated. By the Council's acceptance of allowing the appeal to be withdrawn, that would preclude TK Development from filing any subsequent appeal, so this would put an end to this process.

Mayor Cobb opened the Public Hearing at 7:12 p.m. and hearing no comments from the public, he subsequently closed the Public Hearing at 7:12 p.m. It was then **moved** by Council Member Taylor-Vodden and **seconded** by Council Member Domenighini to accept the request from TK Development to withdraw their appeal. The motion unanimously passed.

b) 2014/2015 Supplemental Law Enforcement Service Fund (SLESF) Program Funding:

The City of Willows is slated to receive SLES Funding for 2014/2015 from the State of California and has been authorized to receive $100,000 for the fiscal year. Government Code 30062 requires that the Police Chief submit a spending plan to the City Council for approval after a public hearing that is required to be conducted each year. The legislative intent remains the same as previous years and the funding of personnel is a priority for local agencies. The plan approved by the Council for 2014/15 SLES funds called for using the money to fund a Police Officer potion ($97,439), along with funding for projects & supplies ($2561).

This year's proposal is to again be the primary funding source for a Police Officer position (with the General Fund being utilized for the remaining personnel cost for the position) and to provide project/supply funds. Council has already approved a spending plan for the SLES funds for 2014/15 via the adoption of the 2014/15 Budget.

Staff is requesting that the Mayor open the required public hearing and by motion, approve the proposed allocation of the 2014/2015 Supplemental Law Enforcement Service Funds.

Mayor Cobb opened the Public Hearing at 7:14 p.m. and hearing no comments from the public, subsequently closed the Public Hearing at 7:14 p.m. It was then **moved** by Council Member Domenighini and **seconded** by Council Member Hansen to approve the proposed allocation of the 2014/2015 Supplemental Law Enforcement Service Funds. The motion unanimously passed.

9. **Ordinances:** None.

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

- City Manager Steve Holsinger stated that he has recently had a request from 3CORE to meet with all interested parties to discuss the Comprehensive Economic Development Strategy (CEDS) that the City would like to prioritize and pursue in the coming years. Typically in the past this has been done at the staff level and with the Economic Development Steering Committee. He believes this would be an opportune time to perhaps try to schedule a joint meeting with the City Council and the Planning Commission to review those items and to discuss their vision for the future over the next

four years and to hear what 3CORE has in the way of offering suggestions for funding opportunities. He stated that if the Council had an interest in scheduling such a meeting, setting something up in the next 45 days would be ideal.

Brief discussion ensued and it was the consensus of the Council to schedule a special joint City Council and Planning Commission Meeting for October 28 at 6:00 p.m. just prior to the regular City Council Meeting scheduled to be held at 7:00 p.m. that evening.

11. <u>New Business:</u>

a) Consider directing Staff to work with the Rural Community Assistance Corporation (RCAC) to conduct a Sewer User Fee Study and report to the Council any results and/or recommendations:

Sewer User Fees are used to fund operations, maintenance and improvements of the City's sewer collection and treatment system. The City last conducted a Sewer User Fee Study in 2004 which resulted in rate increases phased-in from 2005-2008. There have been no rate changes since 2008.

Rural Community Assistance Corporation (RCAC) is a nonprofit organization that provides technical assistance, training and financing to rural communities and will provide a rate study to the City of Willows at no cost to the City.

The Sewer User Fee Study will provide an explanation and justification of calculated sewer rates for the City. Rates will likely be calculated for the next five fiscal years and must be in accordance with the requirements of XIIID et. Seq. of the California Constitution, commonly known as Proposition 218, which mandates that the fee or charge imposed is commensurate with the benefit received by those paying the fee.

Staff is requesting that the City Council direct them to work with the Rural Community Assistance Corporation (RCAC) to conduct a Sewer User Fee Study and report to Council with any results and/or recommendations.

It was **moved** by Council Member Domenighini and **seconded** by Council Member Taylor-Vodden to authorize City Staff to work with the Rural Community Assistance Corporation to conduct a Sewer User Fee Study and report to Council the results and/or recommendations. The motion unanimously passed.

b) Discussion concerning the Council's preference of Regular City Council meeting dates, times and frequency in accordance with Ordinance #701-2014:

Recently the Council directed staff to draft revisions to Title II, Section 2.05 of the Willows Municipal Code, regarding specific language establishing a date, time and frequency of City Council meetings. An Ordinance was adopted by the Council during the September 9, 2014 regular City Council session. This new Ordinance will become effective in early October and requires Council to determine days, time and frequency of meetings to be established by a Resolution of the City Council. Council should establish a consensus for the preference of which week day they wish to conduct their regular Council Sessions in the future. Additionally, the Council should establish the time of each regular meeting and the monthly frequency of meetings to be incorporated in the Resolution. Alternative days and times are available contingent upon City Council preference. The previous code section specified Regular Monthly Meetings to be held the second Tuesday of each month at 7:30 p.m. Staff would recommend for consideration a continuation of the Second Tuesday or Wednesday of each month as the specified regular monthly meeting day. Second monthly meetings could be scheduled as deemed necessary by the Council. Time could be changed to any half-hour increment between 5:30 and 7:30; with staff preference for a 6:00 p.m. starting time. Special Meetings of the City Council shall be scheduled in accordance with State Law governing special meeting requirements. Staff is seeking direction from the City Council to develop a Resolution as required by the new Ordinance.

Lengthy discussion ensued among the Council and ultimately it was the majority consensus of the Council to conduct Regular City Council Meetings on the second and fourth Tuesdays of each month at 7:00 p.m. and that Special Meetings would be held in accordance with State Statutes. Staff was directed to prepare a Resolution to go before the Council for adoption at the next Regular City Council meeting. This change will take effect on January 1, 2015.

12. <u>Council Member Reports:</u>

a) The Utilities subcommittee, consisting of Council Members Domenighini and Taylor-Vodden, gave an update about their meeting with Public Works Director, Skyler Lipski, which occurred on September 11.

b) The GCI Communication subcommittee, consisting of Council Members Hansen and Mello, gave an update on the progress of an upcoming project that will showcase and feature the City of Willows in a series of four 1-minute videos.

c) Council Member Mello announced that he attended a 911 Candlelight Memorial Service at the Veterans' Memorial Hall. He also announced that there will be a Zombie Survival Run on October 26.

d) Council Member Hansen reported that he attended the last Transit & Transportation Meeting on September 18.

13. <u>Executive Session:</u> Pursuant to California Government Code Sections 54950 et seq., the City Council convened into a Closed Session at 8:13 p.m. More specific information regarding this closed session is indicated below:

a) PERFORMANCE EVALUATION – Pursuant to Government Code § 54957 (b) (1), which states:

"Subject to paragraph (2), nothing contained in this chapter shall be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."

TITLE: City Manager

b) CONFERENCE WITH LABOR NEGOTIATOR(S) Pursuant to Section 54957.6

Agency Negotiators:	City Manager Steve Holsinger Finance Director Tim Sailsbery
Employee Organization(s):	Willows Unrepresented Employees

14. Report-Out from Executive Session:

Council reconvened into Open Session at 9:42 p.m. with the following report-out:

No reportable action was taken by the Council and direction was provided to Staff.

15. Adjournment: Mayor Cobb adjourned the meeting at 9:43 p.m.

Dated: September 23, 2014

NATALIE BUTLER

City Clerk

The City of Willows is an Equal Opportunity Provider

City of Willows
Treasurer's Report
Schedule of Cash and Investments
As of June 30, 2014

Pursuant to Government Code Section 53646, listed below is a schedule of Cash and Investments held by the City of Willows.

Par	Description of Security/ Financial Institution	Investment Policy Category	Coupon Rate	Maturity Date	Adjusted Cost Basis	Weighted Average Yield To Maturity	Current Market (Over 12 Mos.)
N/A	Petty Cash Held on Hand	N/A	N/A	N/A	$ 200.00	N/A	$ 200.00
N/A	General Checking Account/ Bank of America	N/A	N/A	N/A	$ 503,701.60	N/A	$ 503,701.60
N/A	Cash Account Edward Jones Investments	N/A	N/A	N/A	$ 114.66	N/A	$ 114.66
N/A	Cash Account Stifel Nicolaus	N/A	N/A	N/A	$ 0.16	N/A	$ 0.16
N/A	Local Agency Investment Fund/ Office of the Treasurer, State of California	C	0.22%	Var.	$2,818,219.63	Var.	$ 2,819,061.57
N/A	Program Income Money Market Account/ Umpqua Bank	D	0.08%	N/A	$ 458,676.60	N/A	$ 458,676.60
$ 982,000.00	Negotiable Certificates of Deposit Edward Jones Investments-Custodian	B	0.90-3.15%	09/08/2014-9/19/2017	$ 982,000.00	1.92%	$ 987,075.68
$ 600,000.00	Negotiable Certificates of Deposit Stifel Nicolaus-Custodian	B	1.90-2.25%	08/20/15-4/30/2019	$ 600,000.00	2.03%	$ 603,916.00
$ 150,000.00	US Government Agency Term Notes Federal Home Loan Bank ($150,000) Stifel Nicolaus-Custodian	E	1.68%	2/27/2019	$ 150,000.00	1.68%	$ 149,878.50
	Total				$5,512,912.65		$ 5,522,624.77

I certify that this report reflects all Government Agency cash and pooled investments and is in conformity with the Investment Policy of the City of Willows as stated in the annual investment policy approved by the City Council. A copy of the investment policy is available at the Office of the Finance Director/City Treasurer. The Investment Program herein provides sufficient cash flow liquidity to meet the estimated expenditures for the next 180 days.

Submitted: /S/ Tim Sailsbery
City Treasurer

Approved: /S/ Stephen Holsinger
City Manager

AGENDA ITEM October 14, 2014

TO: Honorable Mayor Cobb and Members of City Council

FROM: Steve Holsinger, City Manager

SUBJECT: By motion, adopt a Resolution establishing City Council meetings in accordance with the recently amended Municipal Code, with effective date of all changes to be January 1, 2015.

RECOMMENDATION

Council shall by motion, adopt a Resolution; to establish Council Meeting location, dates, times and an effective date of implementation for future regular and special city council meetings.

SUMMARY

Recently City Council adopted Ordinance 701-2014, amending Title II, Section 2.05 of the Willows Municipal Code, regarding specific language regulating location, time and frequency of regular city council meetings. During the regular council session this past September 23rd, Council directed staff to develop a resolution in accordance with the recent Municipal Code amendment and return it for adoption at the next meeting. The attached Resolution is consistent with the direction provided to staff, establishing an implementation date for changes to become effective on January 1, 2015. Staff is recommending adoption of the Resolution.

FINANCIAL CONSIDERATIONS

None at this time

RECOMMENDATION

Council shall by motion, adopt a Resolution; to establish Council Meeting location, dates, times and an effective date of implementation for future regular and special city council meetings.

Respectfully submitted,

Stephen A Holsinger
City Manager

City of Willows
Resolution No. ___ 2014

Resolution of the City Council of the City of Willows Assigning the Typical Days, Times and Locations for City Council Meeting in Accordance with the Willows Municipal Code, Title II, Section 2.05

Whereas, the City Council of the City of Willows recently amended the Municipal Code; to establish meeting dates, times & location, in accordance with Section 54954 of the California Government Code and

Whereas, the City Council has established its regular meetings shall be held at the Civic Center, located at 201 N Lassen Street, Willows, CA., on the second and fourth Tuesday; monthly, commencing at or about 7:00 PM; and

Whereas, the City Council may, as required from time to time, hold a Special Meeting, in accordance with California Government Code, Section 54956; and

Whereas, the City Council hereby resolves that all meetings shall be held in harmony with the aforementioned conditions, unless such meeting shall occur on a legally recognized Holiday, the meeting is held at an alternate location; duly noticed in accordance with Government Code, Section 54954.2, the meeting is canceled by official notice or a meeting cannot occur due to unforeseen circumstances not directly under the control of the Council; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Willows does hereby approve the aforementioned meetings schedule, to become effective on January 1st, 2015.

IT IS HEREBY CERTIFIED that the foregoing Resolution No. ___ 2014 was duly introduced and legally adopted by the City Council of the City of Willows at its regular meeting held on this 14th day of October 2014, by the following roll call vote: ( )

AYES:
NOES:
ABSENT:
ABSTAIN:

Approved

Attested

Jeffrey T Cobb, Mayor

Natalie Butler, City Clerk

AGENDA ITEM October 14, 2014

TO: Mayor Cobb and Members of City Council

FROM: Skyler Lipski, Public Works Director SL

THRU: Steve Holsinger, City Manager

SUBJECT: Renewal of the Current Professional Services Agreement for Operation of the Waste Water Treatment Plant between City of Willows and Severn Trent Environmental Services, Inc.

RECOMMENDATION

By Motion, approve a three year renewal of the Professional Services Agreement for Operation of the Waste Water Treatment Plant between City of Willows and Severn Trent Environmental Services, Inc.

SITUATION

Eco Resources, now known and doing business as Severn Trent Environmental Services, Inc., has been the contract operator of the city's waste water treatment plant since January 1, 2004.

The original agreement was approved for a period of five years, however was subsequently amended in August 2005, and again in November 2006; including a renewal for an additional five year period, expiring November 1, 2011. There were also two "re-assignment" amendments of the contract from Eco Resources to Southwest Water Company (January 2008), then from Southwest Water Company to Severn Trent Services (June 2013), the current contract operator. Although a number of amendments and adjustments have occurred over the past ten years, the staffing compliment at the treatment facility has remained relatively consistent, the service has always been exceptional, and the current staff is well-positioned to continue to provide quality operation and maintenance services for years to come.

Since Severn Trent Services inherited the Southwest Water contract, and the contract is set to expire November 2014, staff thought it best to rewrite or re-state the entire agreement; taking advantage of this opportunity to make minor language modifications to suit actual implementation of the contract obtained through experiences over the last ten years. Severn Trent Services is not seeking additional compensation beyond the existing contract structure. Reviews have been completed by City Staff and Severn Trent Services Inc., and the final draft is now presented for council approval.

Staff is recommending approval of this renewal agreement.

FINANCIAL CONSIDERATIONS

Annual Repair and Maintenance Limit for the first year: $49,623
The Annual Base Fee in the first year: $525,394.80
Both fees are subject to annual CPI adjustment, during the life of the contract, as explained in Schedule 5(3) of the attached contract.

These expenses have previously been appropriated via adoption of the 14-15 Budget, so no additional appropriation is necessary at this time.

Severn Trent Services is not seeking additional compensation beyond the existing contract structure.

NOTIFICATION

Fred Kriess, Regional General Manager, Severn Trent Services, Inc.

RECOMMENDATION

By Motion, approve a three year renewal of the Professional Services Agreement for Operation of the Waste Water Treatment Plant between City of Willows and Severn Trent Environmental Services, Inc.

Respectfully submitted,

Stephen A Holsinger
City Manager

Attachments:

Exhibit 'A' – Restated Professional Services Agreement for Operation of the Waste Water Treatment Plant between City of Willows and Severn Trent Environmental Services, Inc.

PROFESSIONAL SERVICES CONTRACT

THIS WASTEWATER OPERATION AND MAINTENANCE AGREEMENT (the "Agreement") is made this **FIRST (1st)** day of **NOVEMBER 2014**, between:

THE CITY OF WILLOWS, the "Municipality"; and

SEVERN TRENT ENVIRONMENTAL SERVICES, INC., a Texas corporation with its principal place of business at 16337 Park Row, Houston, Texas 77084 (hereinafter the "Operator").

BACKGROUND

On November 1, 2011 the Municipality entered into a Professional Services Agreement with SWWC Services, Inc; a Delaware corporation to provide operation and maintenance services for its wastewater treatment facility located at 1600 South Tehama Street.

On June 1, 2013, the Professional Services Agreement was assigned to the Operator who then commenced providing operation and maintenance services under the terms and conditions of said Agreement.

The Municipality desires to retain the Operator to operate and maintain the Municipality's wastewater treatment plant and all associated facilities as described in Schedule 2 of this Agreement ("Facilities") and the Operator desires to provide said operations and maintenance services to the Municipality.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM

1.1 This Agreement shall commence on **NOVEMBER 1, 2014** ("Commencement Date") and shall remain in full force and effect for three (3) years from the Commencement Date ("Initial Term") unless terminated earlier under clause 6 below. After the Initial Term, the Agreement shall be automatically renewed for successive three (3) year periods unless cancelled in writing by either party at least sixty (60) days prior to the expiration of the then current term.

2) SERVICES

2.1 The services to be provided by the Operator as more fully set out in Schedule 1 (the "Services").

2.2 The Operator shall:

2.2.1 Perform the Services in accordance with the provisions of this Agreement, Applicable Law, and all permits, licenses, and specifications applicable to the operation and maintenance of the Facilities; exercising the degree of skill and care ordinarily exercised by members of Operator's profession in the geographic region of the Facilities;

2.2.2 Use qualified (and where required, certified) personnel to operate and maintain the Facilities and all its equipment and processes in accordance with relevant operation and, if available, maintenance manuals for the Facilities, Applicable Law, and the Discharge Permits;

2.2.3 Perform (or contract with a laboratory certified by the appropriate regulatory body to perform) all sampling and laboratory analysis required by the Municipality's Discharge Permits. Laboratory procedures and analysis shall conform to the then current edition of Standard Methods for the Examination of Water and Wastewater, or shall be in accordance with testing requirements of the Municipality's Discharge Permits;

EXHIBIT A

2.2.4 Purchase and maintain an inventory of chemicals routinely used in the operation of the Facility. Chemical inventories will be stored at the Facility in compliance with all state and federal standards and in quantities sufficient to ensure continuous operation of the Facility;

2.2.5 Subject to the limitations in clauses 3 and 5, below, perform the routine maintenance tasks in Schedule 1;

2.2.6 Maintain necessary records of operations, maintenance, repair and improvement activities at the Facilities and shall prepare and submit to the Municipality a monthly report, delivered to the Municipality the following month, including a narrative and summary of operations, maintenance, repair and replacement activities [(including the draw-down against the Annual Repair and Maintenance Limit)] and data required for monthly reporting to local, state and federal agencies;

2.2.7 Prepare a summary report of operations, if requested by the Municipality, at the conclusion of each agreement year and present to Municipality within thirty (30) days after the conclusion thereof;

2.2.8 Prepare and submit all operations and compliance reports as may be required by state and federal regulatory agencies;

2.2.9 Attend scheduled meetings with Municipality as required and promptly respond to all correspondence and/or inquiries from Municipality in a professional manner;

2.2.10 Collect stormwater discharge samples and arrange for laboratory testing and report the results from such testing in accordance with the existing permit;

2.2.11 Ensure that general housekeeping and building and grounds appearance is maintained to acceptable standards;

2.2.12 Provide emergency response and respond to such emergency calls within one (1) hour from the time of receiving notification or as reasonable under the particular circumstances of the Emergency. Emergency services are to be provided twenty four (24) hours per day; seven (7) days per week.

2.3 For the duration of this Agreement, the Municipality hereby grants the Operator, free of charge, a license to use the Facilities, including all equipment, structures, and ancillary items under Municipality's ownership and which have been assigned by Municipality to the Facilities.

2.4 At the City's request and at the option of Operator, Operator shall provide additional services for Municipality. Compensation for such services shall be negotiated on a case-by-case basis.

3) REPAIRS AND MAINTENANCE

3.1 The Operator shall be responsible for all Annual Maintenance Expenditures up to the aggregate Annual Repair and Maintenance Limit. Any and all costs in excess of the Annual Repair and Maintenance Limit shall be the responsibility of the Municipality.

3.2 Except in the case of an Emergency Event, the Operator shall obtain the prior written approval of the Municipality for any single maintenance-related expense which shall cost more than two thousand dollars ($2,000). When the Operator determines that an Emergency Event exists, it may begin immediately taking any necessary action, without the Municipality's prior approval. Any costs incurred during the Emergency shall be included in the Annual Maintenance Expenditures, subject to the Municipality's subsequent review and approval.

3.3 Operator shall maintain up-to-date financial and accounting records as they apply to the Annual Maintenance Expenditures. The records must be kept in accordance with the Operator's standard accounting practices and made available to the Municipality within thirty (30) working days of Municipality's written request.

3.4 The Operator will track Annual Maintenance Expenditures incurred against the Annual Repair and Maintenance Limit. Any portion of the Annual Repair and Maintenance Limit that has not been spent at the end of the Agreement Year will either be credited, based on direction from the Municipality, against the following year's Base Fee or reimbursed to the Municipality within thirty (30) days of the end of the Agreement Year.

3.5 Operator will provide annually, based on a schedule and time frame provided by the Municipality, a recommended list of capital improvements for the Facility.

3.6 Extraordinary Costs. If at any time during the course of this Agreement, storms, earthquakes, tornados, floods, or other natural disasters occur which adversely affect the Facilities, and which cause extraordinary expenditures to be incurred by Operator to ensure, to the best of its ability, the continued operation of the Facilities, Operator shall submit a detailed invoice of any such Expenditures to Municipality. Municipality shall pay to Operator such invoiced amount within thirty (30) days of receipt of such invoice.

4 MUNICIPALITY OBLIGATIONS

4.1 The Municipality shall:

a) Obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the Municipality's Discharge Permits;

b) Arrange for and pay: i) all costs related to delivery to and consumption of utilities to the Facility, including electricity, water, gas usage at the Facilities; ii) all property, value-related, franchise, sales, use, excise, gross receipts, transaction privilege or other taxes associated with the Services and the ownership, operation and maintenance of the Facilities, other than taxes imposed on Operator's net income or payroll; iii) expenses resulting from hydraulic or organic loads exceeding the Baseline Conditions; iv) all costs attributable to the transportation and disposal of Process Residue if any; and, v) all Capital Improvements;

c) Comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the Operator under this Agreement). The Operator shall not be responsible for Municipality's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the Operator hereunder;

d) During visits to the Facilities, comply and shall require its agents, licensees or invitees to comply with all reasonable safety rules and regulations adopted by the Operator;

e) Maintain all sewer lines, pipes, force mains, and all other wastewater transportation lines ("Municipality Lines"), that are not part of the Facilities under Operator's control, in a manner that will prevent, to the extent practicable, any damage to the operation of the Facilities due to leakage of wastewater or infiltration or inflow of storm water from such Municipality Lines;

f) Perform all duties and discharge all responsibilities and obligations relating to the operation and maintenance of the Facilities not expressly assumed by the Operator pursuant to the terms of this Agreement.

5 FEES AND PAYMENT

5.1 For the period beginning on the Commencement Date, the Municipality shall pay the Operator an annual fee (the "Base Fee") as set out in Schedule 5. The amount of the Base Fee shall be increased on each Adjustment Date in accordance with the formula set forth in Schedule 5. In no event shall the Base Fee be reduced.

5.3 Any and all late payments due to either party from the other party shall accrue interest at the rate of one and one-half percent (1½%) per month or the maximum rate permitted by Applicable Law, whichever is greater, from the original due date and until payment is received.

5.4 In the event of a change in the Services or Applicable Law or other factor which causes an increase in the Operator's cost of providing the Services, the Operator may provide notice to the Municipality and the parties shall negotiate in good faith to adjust the Base Fee to account for such change in Operator's costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by the Operator. The Parties agree that this Agreement is based on the Facility being rated at a maximum daily annual average flow 2.0 MGD and its ability to treat 2,400 lbs/day BOD and 3,400 lbs/day of TSS. Should the actual annual flows or loadings treated changed from either of these levels by more than ten percent (10%), the price differential for such treatment shall be agreed to by the Parties pursuant to this Section.

5.5 Reduction of the overall scope of Services performed by the Operator under this Agreement may not, over the entire term of this Agreement, reduce the Base Fee by an amount greater than twenty five percent (25%) of the Base Fee as of the Commencement Date.

6 TERMINATION

6.1 Either party may terminate this Agreement by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given the defaulting party written notice to cure their default within forty five (45) days ("Cure Period") and the defaulting party has not done so. If a default cannot be cured within the Cure Period days, the parties may agree an extension as long as the defaulting party provides evidence within the Cure Period that it has commenced a cure and is pursuing it diligently.

6.2 In the event of the termination of this Agreement under 6.1 above, the Municipality shall pay the Operator for the Services provided and invoiced by Operator up to the effective date of termination plus the unamortized balance of any Capital Improvements financed or paid for by the Operator as reflected on Operator's financial statements. Payment shall be made within thirty (30) days of the date of termination.

7 FINES, INDEMNIFICATION AND LIMITATION

7.1 In the event that water quality violations occur following the Commencement Date, subject to Sections 2.3 and 13.6, the Operator shall, in respect of violations that may be imposed by Applicable Law, be responsible for: fines, penalties, or damages; and/or ii) admitting its fault. Prior to settlement or payment of any such fines, penalties or damages, the Operator reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

7.2 If the Facilities loading exceed its design parameters or if influent contains: i) abnormal, toxic or other substances which cannot be removed or treated by the existing Facilities; or ii) discharges which violate applicable sewage ordinances, the Operator will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated effluent characteristics or damages, fines or penalties which result.

7.3 To the maximum extent permitted by law, during the term of this Agreement, Operator shall defend, indemnify and hold Municipality harmless against any and all liability for damages, costs, losses, and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party against the Municipality for wrongful death, bodily injury and/or property damage, but only to the extent caused by the willful or negligent acts or omissions of the Indemnifying Party.

7.4 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.

7.5 Unless prohibited by law, the Contractor's liability shall be limited as set out in this clause 7.5. Except for indemnified claims, the Contractor's maximum liability under this Agreement shall not exceed an amount equal to the annual Base Fee for the year in which the claim arises. In respect of indemnified claims, the Contractor's maximum liability shall be $3 million. This limitation of liability shall not apply to third party claims asserted directly against Operator or claims arising from Operator's Gross Negligence or willful misconduct.

8 INSURANCE

8.1 The Operator shall provide and maintain the following levels of insurance coverage at all times during the Term:

8.1.1 Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate; and

8.1.2 Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Operator's employees engaged in the performance of Services hereunder, to the required statutory amount; and

8.1.3 Automobile Liability Insurance with a combined single limit in the amount of one million dollars ($1,000,000).

8.1.4 Contractor's pollution liability insurance with a limit of three million dollars ($3,000,000) per claim and aggregate.

8.2 The Operator will name the Municipality as an additional insured on the general liability policy and automobile liability policy with respect to the Services during the term of this Agreement, except for any claim against or loss suffered by the Municipality arising as a result of Municipality's negligence or fault and, in circumstances of joint fault or negligence, except to the extent of the loss attributable to the Municipality's proportionate degree of negligence or fault. Operator agrees to provide the Municipality with thirty (30) days' notice prior to cancellation of any policy hereunder. The Operator will provide the Municipality with insurance certificates confirming the levels of coverage in clause 8.1 and that the Municipality is named as an additional insured.

8.3 The Municipality warrants that it maintains and will continue to maintain, during the term of this Agreement, appropriate property insurance in relation to the Facilities.

9 DISPUTES

9.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities.

10 MISCELLANEOUS

10.1 The relationship of the Operator to the Municipality is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between Operator and Municipality, the relationship of principal and agent, joint venturers, co-partners or any other similar relationship, the existence of which is hereby expressly denied.

10.2 This Agreement contains the entire agreement between the Municipality and the Operator and supersedes all prior or contemporaneous communications, representations, understandings or agreements. This Agreement may be modified only by a written amendment signed by both parties.

10.3 The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

10.4 Neither party may actively solicit, for hire, the employees of the other party during the term of this agreement.

10.5 Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10.6 A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.

10.7 The Agreement shall be governed by and construed in accordance with the laws of the State. The parties agree that the venue of any action arising from this Agreement shall be in the appropriate State court having competent jurisdiction located in the judicial district in which the Municipality is located.

10.8 In the event that the Municipality receives notice of or undertakes the defense or prosecution of any legal or administrative action or proceeding in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, the Municipality shall give the Operator prompt notice of such proceedings and shall inform the Operator in advance of all hearings. In the event the Operator receives notice of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, the Operator shall give Municipality prompt notice of such proceedings.

10.9 All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

PROFESSIONAL SERVICES CONTRACT

Severn Trent Environmental Services, Inc.

_____

_____

Attn: _____

Municipality

_____

_____

Attn:_____

10.10 Defined terms in this Agreement are set out in Schedule 3 or within the main body of this Agreement, within quotation marks.

10.11 Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

10.12 This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

10.12 Both parties warrant and represent to the other that they have full power and authority to enter into and perform this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

MUNICIPALITY:

By:.....

Title:.....

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

By:.....

Title:.....

Schedule 1: The Services

The Services include:

(a) treatment of wastewater influent delivered to the Facilities;

(b) routine preventive and corrective maintenance of the Facilities;

(c) Repair and replacement of the Facilities' equipment;

(d) Laboratory testing and analysis; and

(e) Preparation and prompt delivery of all applicable and required filings, including discharge reports, to Municipality and to regulatory agencies as prescribed by Applicable Law.

Unless otherwise agreed, the Operator shall provide labor, tools, utilities and materials, including an on-site routine stock of chemicals necessary for the operation and maintenance of the Facilities.

Routine preventive and corrective maintenance

(i) routine preventive and corrective maintenance in accordance with the operators experience, acceptable industry practice and approved operating and maintenance procedures developed for equipment and processes of the Facilities;

(ii) routine preventive maintenance in accordance with manufacturers' specifications and approved operating and maintenance procedures developed for equipment and processes of the Facilities;

(iii) clean and lubricate equipment;

(iv) make equipment inspections and needed adjustments;

(v) perform building and grounds janitorial services for the Facilities and cleaning of all equipment and vehicles;

(vi) perform plumbing maintenance;

(vii) maintain vehicles and light duty service trucks necessary for daily operations;

(viii) maintain all of the Facilities' instrumentation, including instrumentation provided to the Operator by the Municipality under this Agreement;

(ix) schedule and track all preventive and corrective maintenance; and, perform spare parts inventory control in accordance with standard industry practice.

PROFESSIONAL SERVICES CONTRACT

Schedule 2: The Facilities

The Municipality owns and has a National Pollution Discharge Elimination System (NPDES) Permit No. CA 0078034 for a wastewater treatment plant ("Facility") located at 1600 South Tehama Street, Willows, California.

The Facility is a conventional biological tertiary treatment system which includes the following unit processes:

Influent Screening

Extended aeration activated sludge

Secondary clarification

Tertiary filters

Sodium hypochlorite disinfection

Sodium bisulfite dechlorination

One equalization pond

One emergency pond

Two sludge retention lagoons

Effluent from the facility is discharged into the Glenn-Colusa Irrigation District or Agriculture Drain C, a tributary to Logan Creek.

Schedule 3: Definitions

"Adjustment Date" means each anniversary of the Commencement Date.

"Agreement Year" means any consecutive twelve (12) month period during the term of the Agreement (including the renewal options) that begins on the Commencement Date and subsequently ends on each anniversary of that date.

"Annual Maintenance Expenditures" means the total of all expenses incurred annually by the Operator in connection with the performance of its maintenance responsibilities under this Agreement. The Annual Maintenance Expenditures shall: i) exclude Operator's direct labor expenses and related benefits for its personnel assigned exclusively to the operations and maintenance of the Facilities and whose cost is included in the Base Fee; ii) include, but not be limited to, all materials, supplies, parts, tools, outside subcontractors, specialized services, rental equipment and all of the Operator's overtime costs and related benefits, as well as the cost of Operator's personnel not exclusively assigned to the operation and maintenance of the Facilities at an agreed hourly billing rate.

"Annual Repair and Maintenance Limit" means the total of all Annual Maintenance Expenditures in an amount up to a maximum of the amount in Schedule 5 for the first Agreement Year. For each Agreement Year thereafter, the Annual Repair and Maintenance Limit shall be increased on each Adjustment Date by the Price Index Increase.

"Applicable Law" means laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the above, in each case that relate to the (a) parties' respective responsibilities under this Agreement; (b) operation or maintenance of the Facilities; (c) health and welfare of individuals working at or visiting the Facilities; and (d) the collection, delivery, treatment and disposal of the Municipality's Process Residue and/or related wastes.

"Baseline Conditions" means the hydraulic influent flow of wastewater received and/or processed at the Facilities and the maximum wastewater influent loading limits contained in such influent wastewater, all as outlined in Schedule 6. The Baseline Conditions shall be reset and adjusted on each and every Adjustment Date to reflect the actual influent hydraulic flows and loadings processed at the Facilities during the Agreement Year just ended.

"Capital Improvements" means any modifications, additions or upgrades to the Facilities made by or on behalf of the Municipality or with its prior approval.

"Capital Maintenance and Repair" shall mean any non –preventive maintenance, repair or replacement that costs two thousand dollars ($2,000) or more, or which is caused by a Force Majeure event.

"Corrective maintenance" shall mean any non –preventive maintenance, repair or replacement that costs more than two thousand ($2,000) dollars.

"Emergency Event" means an event which threatens the immediate shutdown of (or the substantial reduction in the operational capacity of, any of the Facilities, or the life, health or property of the Municipality and/or the Operator, their employees and/or agents or others.

"Force Majeure" means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or

law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

"Municipality's Discharge Permit(s)" and/or *"Discharge Permit(s)"* means all permits and licenses issued to Municipality and required for the discharge of wastewater from the Facilities. Copies of all Discharge Permits are attached as Schedule 4 of this Agreement.

"Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco – Oakland – San Jose Local Area for all Items, 1982-84=100 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics, or any replacement to that index from time to time.

"Price Index Increase" means the percentage increase between the Price Index in effect as of the month of each and every Adjustment Date over the Price Index in effect as of the month of the Commencement Date. The Price Index Increase shall be calculated as of each and every Adjustment Date for the purpose of adjusting the Base Compensation and the Annual Repair and Maintenance Limit.

Schedule 4: Municipality's Discharge Permits

Schedule 5: Annual Base Fee and Compensation Formula

1) Repair and Maintenance Limits and Baselines for First Agreement Year:

Annual Repair and Maintenance Limit (for first Agreement Year): forty nine thousand six hundred twenty three dollars ($49,623).

2) Annual Base Fee:

The Annual Base Fee in the first year of this agreement shall be: five hundred twenty five thousand three hundred ninety four and 80/100 dollars ($525,394.80).

The Base Fee shall be payable in twelve (12) equal monthly installments of forty three thousand seven hundred eighty two and 90/100 dollars (43,782.90), due and payable upon receipt of invoice, as adjusted under clause 5 of this Agreement.

3) Annual Adjustment:

The Annual Base Fee and the Repair and Maintenance Limit shall be reviewed annually for compensation increase based on the San Francisco-Oakland-San Jose CPI Index as published by the Bureau of Labor Statistics. The annual average increase reported will be utilized to increase the compensation of the year following the reported year. The CPI Index published for the period February to February of each subsequent year shall be utilized to establish the new compensation rate. Rate increase shall become effective in accordance with the CITY fiscal year period commencing on July 1st of each subsequent Agreement Year. The first adjustment shall take place on July 1, 2015. There shall be no decrease in the Annual Base Compensation.

Schedule 6: Baseline Conditions

AGENDA ITEM October 14, 2014

TO: Honorable Mayor Cobb and Members of City Council

FROM: Steve Holsinger

SUBJECT: Façade' Improvement Program Modifications

RECOMMENDATION

Approve by Resolution, an expansion of the original boundaries for the Façade Improvement Program and increase funding available for Mini-Grants under the program criteria.

SUMMARY

In June of 2008 the City Council adopted Resolution #31-2008 which provided Façade Improvement funding assistance to property and business owners in the Central Commercial (CC) Zoning District. To date this program has been extremely sucessful and responsible for over one-hundred thousand dollars worth of capital improvements for businesses in the Downtown Commercail Core. This success can only be attributed to the dilligent efforts of the Greater Willows Improvement League (GWIL).

Since the inception of this program, several business interests, and the Chamber of Commerce have approached the city for purposes of examining or investigating the possibility of expanding funding opportunities to local business outside the Downtown Commercial Zoning District. City staff agreed to explore this possibility and developed a proposal for expansion of the original boundaries of the Façade Improvement Program. The draft proposal was reviewed with the Greater Willows Improvement League and their Board of Directors have endorsed the proposed changes.

The Most Significant changes to the program are the expansion of eligibility areas to include the Central Downtown Commercial District, the Entryway Zoning District; with all parcels abutting Wood Street; between Tehama Street and the western most Boundary of the Entryway Zone and parcels located in other zoning districts which are abutting Tehama Street between; French Street at the North boundary and continuing South to the northern most parcels abutting Fern Street at the Southern boundary of the eligibility areas. Additionally, there is an increase in the Mini-Grant Limit of twenty-five percent; now up to a Maximum amount of $1,500.00.

There is no proposed change to the Business Development Incubator provision; which offers Planning Assistance funding for "Use Permit" purposes in the Central Commercial Zoning District. This funding is not yet exhausted, however this incentive will expire under current program guidelines when all available funding is depleted. Staff is recommending City Council approve the requested changes to the Façade Improvement Program.

FINANCIAL CONSIDERATIONS

There is no immediate financial impact in conjunction with the proposed changes. There is currently approximately $25,400 dollars available for projects. It is anticipated the expansion of the program boundaries may rapidly consume all available funding; which may accelerate a request for Council consideration to augment the Program budget.

NOTIFICATION

GWIL

RECOMMENDATION

Approve by Resolution, an expansion of the original boundaries for the Façade Improvement Program and increase funding available for Mini-Grants under the program criteria.

Respectfully submitted,

Stephen A. Holsinger
City Manager

Attachments:

1) GWIL letter of support
2) Resolution
3) (Exhibit A) New/Updated Façade Improvement Program Policy & Guidelines

GREATER WILLOWS
IMPROVEMENT LEAGUE

201 N Laseen Street Willows, CA 95988
(530) 934-7041

October 7, 2014

Mr. Holsinger:

The GWIL Committee has reviewed the proposed changes to the Façade Improvement program application and guidelines. We are in agreement with the proposed changes as outlined, and would recommend moving forward with the approval process.

This program has been very positive for businesses community and the Committee sees this as an opportunity for more local business to participate.

We would like to thank the City of Willows for allowing us to participate in this process.

Sincerely,

Dana Owens

Dana Owens, Member

Great Willows Improvement League

RECEIVED
OCT 07 2014
City of Willows

FIGHT THE BLIGHT

RESOLUTION NO. _____ 2014

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING MODIFICATIONS TO THE FACADE IMPROVEMENT PROGRAM

WHEREAS, The City is interested in revitalizing the downtown and other areas of the City within the Central Downtown Commercial District, the Entryway Zoning District; with all parcels abutting Wood Street; between Tehama Street and the western most Boundary of the Entryway Zone and parcels located in other zoning districts which are abutting Tehama Street between; French Street at the North boundary and continuing South to the northern most parcels abutting Fern Street at the Southern boundary of the eligibility areas through improvements in streetscapes, architectural style, storefront upgrades, signage, and similar improvements visible from public streets and walkways; and

WHEREAS, the Community Vision and Action Plan adopted by the City Council in June 2000 recommended establishment of a Facade Improvement Program; and

WHEREAS, the City Council wishes to establish incentives to provide assistance to property and business owners in the eligible Program Zoning areas within the City of Willows.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Willows authorizes the city staff to modify the "Facade Improvement Program" as described in Exhibit A

It is hereby certified that the foregoing Resolution No. ____ 2014 was duly introduced and legally adopted by the City Council of the City of Willows at its regular meeting held on this 14th day of October 2014 by the following roll call vote: ( )

AYES:
NOES:
ABSENT:
ABSTAIN:

Approved: Attested:

_____ _____

Jeffrey T. Cobb, Mayor Natalie N Butler, City Clerk

EXHIBIT A

The City of Willows has established a Façade Improvement Program to provide technical and financial assistance to property owners or business tenants seeking to renovate or restore their exterior signage, lighting or commercial building facades. The Program's objectives are to improve the physical appearance of independent businesses and enhance the Central Downtown Commercial District, the Entryway Zoning District; with all parcels abutting Wood Street; between Tehama Street and the western most Boundary of the Entryway Zone and parcels located in other zoning districts which are abutting Tehama Street between; French Street at the North boundary and continuing South to the northern most parcels abutting Fern Street at the Southern boundary of the eligibility areas.

The Program will provide a matching grant of up to $15,000 maximum, for the funding of well-designed improvements that will coordinate all the important features of the storefront into a more attractive image while creating, if necessary, an accessible entrance for the public. This may include the restoration of architectural details, better windows and doors, and well-proportioned signage and lighting. An additional $2,500 matching grant may be available for making additional (i.e. multiple) storefront entrances handicap accessible.

The (GWIL) Greater Willows Improvement League will be available to provide assistance to applicants through the conceptual design review stage at no cost to the applicants. Applicants, however, will be responsible to hire licensed architects and contractors to refine this conceptual design depending on the scope of work.

II. ELIGIBILITY CRITERIA

The following criteria must be met for participation in the Program:

1. Applicants must be property owners or commercial tenants whose storefronts are within the Central Downtown Commercial District, the Entryway Zoning District; with all parcels abutting Wood Street; between Tehama Street and the western most Boundary of the Entryway Zone and parcels located in other zoning districts which are abutting Tehama Street between; French Street at the North boundary and continuing South to the northern most parcels abutting Fern Street at the Southern boundary of the eligibility areas.;
2. Preference will be given to independent businesses not required by contractual arrangement to maintain standardized décor, architecture, signs or similar features.
3. Tenants must have written approval from property owners to participate in program;
4. Billboards on property, if applicable, must be permanently removed as part of the improvement;
5. Property owners must be up to date on all municipal taxes, permits, utility charges, etc, prior to participation in the program;

6. Applicants must comply with all State and local laws and regulations pertaining to licensing, permits, building code and zoning requirements.

III. DESIGN PRINCIPLES AND GUIDELINES

Improvements to be funded by the program must be compatible with the character and architecture of the individual building as well as, to the extent appropriate, with other buildings along the street on which the participating storefront is located. This principle is particularly important for historic buildings and streetscapes. Buildings with significant architectural qualities are strongly encouraged to restore and maintain these features. Improvements for buildings not having notably historic or architectural features should still be carefully considered and be seen as an opportunity to substantially enhance the appearance of the buildings and their streetscapes.

A. Eligible Façade Improvements

Storefronts should be oriented to the pedestrian and provide visual interest both day and night. Effort should be made to facilitate access into the store and to create a store identity unique to Willows and/or the respective neighborhood. The following improvements are encouraged:

1. Restoration of details in historically contributing or significant buildings, and removal of elements which cover architectural details;
2. Window display areas which are appropriately scaled and which facilitate night viewing;
3. Window replacement and window framing visible from the street which are appropriately scaled to the building;
4. Signage that is attractively integrated into the architecture of the building, including the window area, awnings or canopies, and entryways;
5. Lighting that is visually appealing and appropriately illuminates signage, storefront window displays, and recessed areas of a building façade;
6. Awnings or canopies that can be both functional and visually appealing;
7. Landscaping features attached to the building where appropriate, such as window boxes or planters;
8. Cleaning, repainting or resurfacing of buildings;
9. Street grade entrances which contribute to the active edge along streets;
10. New storefront construction appropriately scaled within an existing building;
11. Removal of architectural barriers to public accessibility.

Other improvements can be made with written approval if they meet the objectives of the Facade Improvement Program.

B. Prior Improvements

Alterations and improvements made prior to receiving a "Notice to Proceed with Improvements" are not eligible for Funding. Prior purchase of necessary project materials may be eligible for reimbursement; subject to review by city staff and or Planning Commission, as required under program guidelines.

C. Alterations - The applicant must agree not to change or alter the improved facade for five (5) years from the date of the 'Grant' without prior written approval

from city staff or Planning Commission, as required under this Façade Improvement Program.

IV. PROGRAM ASSISTANCE

A. Financial Assistance

1) Funding offered is a matching grant in which the Program would ***reimburse*** the applicant fifty percent (50%) of total project cost, up to a $30,000 project maximum. Any projects requesting reimbursement over $1,500 must have an accessible storefront. Architectural design fees may be included in the total cost of eligible improvements but cannot exceed $2,500 of the total reimbursement.
2) Mini Grant Funding is available up to a maximum of Fifteen Hundred ($1,500) per project with no "matching funds" required. Mini Grants are subject to all façade improvement program criteria and subject to approval by city staff and or Planning Commission as required.

The applicant's required match, if any, may be in the form of other financial aid (grant or loan) received from other agencies and/or banks. The City of Willows will only reimburse applicants after the project is determined to have been completed in accordance with the "Conditions of Approval" adopted by the City of Willows City Council.

B. Technical Assistance

GWIL members can provide guidance on facade improvements specific to individual storefronts. The applicant will have a choice of hiring his/her own licensed architect to work on the project from start to completion or requesting that the GWIL assist first with the conceptual design of the facade. If the latter option is chosen, the applicant will still be expected to hire his/her own licensed architect, if necessary, to carry forth this conceptual design to completion of construction.

The City of Willows will also monitor the progress of the project to ensure compliance with the "Conditions of Approval" adopted by the City of Willows City Council.

The City of Willows and the Greater Willows Improvement League encourage all applicants to utilize local contractors and suppliers when completing projects funded under the Façade Improvement Program.

Early meetings with the Greater Willows Improvement League are necessary in order to help avoid misunderstanding as to the eligibility of proposals.

C. Application and Information

If you wish to participate in the Façade Improvement Program, please contact City Hall at (530) 934 - 7041 or e-mail at Nbutler@CityofWillows.org.

V. PROCEDURES

All prospective applicants must follow the procedures in the order outlined below.

1. Applicant meets with Greater Willows Improvement League for initial project discussion and files an application.
2. Applicant meets with Greater Willows Improvement League & City Staff to discuss building program and design alternatives.
3. Program architect prepares and submits conceptual designs and budget estimates to applicant and Greater Willows Improvement League for review. A meeting will be set up to discuss these plans.
4. If necessary, Applicant's architect prepares final design drawings and submits them to Greater Willows Improvement League & City staff for review and necessary approvals from the City of Willows Planning Commission.
5. Upon preliminary approval of final designs by the Greater Willows Improvement League, the Applicant will have ninety (90) days to solicit written bids from the contractors necessary to complete the improvement scope of work. Bids from each contractor must be itemized so that a cost is associated with each task or material to be installed. (Copy the Program on all solicitations for bids.)
6. Upon approval of submitted bids by the Greater Willows Improvement League, the project shall be presented to the City of Willows City Council for reimbursement approval. The maximum funding amount eligible for reimbursement will be based upon the lowest bid for proposed improvement project. Preference will be given to projects utilizing local contractors & suppliers.
7. A pre-construction meeting takes place between the Applicant, Greater Willows Improvement League, City Staff, selected contractor, and project architect.
8. The City of Willows shall provide the applicant a "Notice to Proceed with Improvements". Any work completed prior to receiving the "Notice to Proceed with Improvements" will not be reimbursed.
9. Applicant shall have ninety (90) days from receipt of the "Notice to Proceed with Improvements" to begin implementation of the approved improvements.
10. Contractor constructs project improvements as specified in the final design and as specified in the "conditions of approval". Any changes to previously approved plans and contracted scope-of-work must have prior approval of the City Building Official and or City Manager It is up to the applicant to notify the GWIL of these changes in writing.
11. Applicant notifies City staff once project is completed.
12. City staff certifies that the improvements comply with the final drawings, specifications, and "conditions of approval.
13. The applicant must submit to the City of Willows copies of all paid invoices; along with a request for project reimbursement funding.
14. The City of Willows will request the appropriate amount of reimbursement due the applicant. A check will be issued and sent to the applicant from 3CORE Consulting Services. The Façade Improvement Program reserves the right to make adjustments regarding conditions and parameters outlined in these guidelines.

VI. TERMINATION

The City of Willows has the right to terminate any agreement under the Façade Improvement Program if a participant is found to be in violation of any conditions set forth in these guidelines or if the project has been started prior to authorization to proceed issued by the City of Willows.

CITY OF WILLOWS
FAÇADE IMPROVEMENT PROGRAM
APPLICATION FORM

DATE:_____

I. APPLICANT INFORMATION

1. Applicant's Name:_____
   Mailing Address:_____
   Telephone Number(s):_____
   Fax Number:_____
   E-mail: _____
2. Business Organization of Applicant:
   ____ Corporation (d/b/a) or ____ Partnership or ___ Sole Proprietorship
   Business Name:_____
3. Relationship of Applicant to the storefront to be renovated:
   _____ Owner: Attach copy of latest tax bill and proof of payment.
   _____ Tenant: a) Attach copy of Willows Business License, and
   b) Attach written permission from building owner to participate in Facade Improvement Program, including expiration date of present lease

II. PROPOSED PROJECT INFORMATION

1. Description of Building to be rehabilitated:
   Street Address:_____
   Building Dimensions:_____
   Frontage feet ~ Depth feet ~ Height feet ~ # of Floors
   Does building contain residential units? ___ Yes ___ No (If yes, how many?)
2. Describe the scope of work you want for this proposed façade improvement project. (Check all that apply and/or describe improvement ideas.)
   ___ Exterior Signage ___ Exterior Lighting ___ Exterior Painting
   ___ Restoration of Arch. Details ___ Storefront Windows ___ Storefront Door___ Metal/Wood Storefront System ___ Exterior Paneling/Siding
   ___Awning/Canopy ___Accessible Entrance ___ Add Architectural Details ____ Other: (define)_____
3. *If known*, please include the estimated project cost or total budget for improvements. **$_____ Total project cost or Total Budget. Please indicate here if you are seeking a Mini-Grant** ☐

4. *If known,* please provide information on Architect/Engineer responsible for your project drawings, plans and or permits:
Name:_____
Mailing Address:_____
Telephone Number(s):_____
Fax Number:_____
E-mail: _____

AGENDA ITEM October 14, 2014

TO: Honorable Mayor Cobb and Members of City Council

FROM: Steve Holsinger, City Manager

SUBJECT: Façade Improvement Program Funding Request from RaeAnn Titus; project located at 311 N. Butte Street, Willows (APN 002-142-099-0).

RECOMMENDATION

Project cost estimate is $22,797.00. Under the current program criteria; a qualifying project could seek funding of fifty percent of total eligible expenses. The amount of this request would become a "reimbursement" of expended project costs; not to exceed $11,399.00. Consideration of funding approval is at the sole discretion of the City Council. GWIL Board of Directors have not recommended approval and therefore City Staff has adopted a position of neutrality regarding the request for funding and offers no recommendation

---

SUMMARY

Ben & RaeAnn Titus, Owners of the property located at 311 N Butte Street, (APN 002-142-099-0), has made application to the City for funding available under the Façade Improvement Program to complete Plaster/Stucco, Painting, Signage and Landscaping at the aforereferenced address; a business located within the Central Commercial District. The type of work proposed did not require Planning Commission approval and therefore the project is proceeding to the City Council for final funding approval. The Greater Willows Improvement League (GWIL) has reveiwed and made specific recommendations to the applicant. However, GWIL has not recommended final approval of this request for funding authorization as required by the Façade Program Policy currently in place. The total project cost estimate is attached; indicating estimated expenditure of $22,797.00. Under the current program criteria; a qualifying project could seek funding of fifty percent of total eligible expenses. The amount of this request would become a reimbursement of expended project costs; not to exceed $11,399.00. Consideration of funding approval is at the sole discretion of the City Council. GWIL Board of Directors have not recommended approval and therefore City Staff has adopted a position of neutrality regarding the request for funding and offers no recommendation.

FINANCIAL CONSIDERATIONS

Adequate funding is currently available within the Program Balance; estimated at approximately $25K

NOTIFICATION

GWIL
RaeAnn Titus, Applicant

ALTERNATE ACTIONS

City Council may consider deferral of final approval until GWIL and Applicant have achieved consensus on project details.

RECOMMENDATION

Project cost estimate is $22,797.00. Under the current program criteria; a qualifying project could seek funding of fifty percent of total eligible expenses. The amount of this request would become a "reimbursement" of expended project costs; not to exceed $11,399.00. Consideration of funding approval is at the sole discretion of the City Council. GWIL Board of Directors have not recommended approval and therefore City Staff has adopted a position of neutrality regarding the request for funding and offers no recommendation

Respectfully submitted,

Stephen A Holsinger
City Manager

Attachments:

1) Resolution
2) GWIL Agenda Request Letter
3) Project Application/cost estimates

RESOLUTION No. _____ 2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING THE USE OF DOWNTOWN FAÇADE IMPROVEMENT FUNDS FOR BEN & RAEANN TITUS, OWNERS OF AN EXISTING COMMERCIAL BUILDING LOCATED AT 311 NORTH BUTTE STREET

WHEREAS, on June 13, 2000, the City Council of the City of Willows adopted the Community Vision and Action Plan per Resolution No. 16-2000 which recommended a Community Goal to establish a Façade Improvement Program (PROGRAM), and

WHEREAS, on June 24, 2008 the City Council of the City of Willows adopted Resolution No. 31-2008 implementing a Downtown Façade Improvement Program, and,

WHEREAS, funding is available for the PROGRAM through partial allocation of the Wal-Mart Economic Impacts contribution, and

WHEREAS, Ben & RaeAnn Titus have requested the use of PROGRAM funds not to exceed $11,399, to assist façade improvement on the Rental property located at 311 N Butte Street, within the Central Commercial Zoning district, and

WHEREAS, Plaster/Stucco, Painting, Signage and Landscaping are eligible items under the PROGRAM, and

WHEREAS, in an effort to further the goal of providing assistance to businesses within the Central Commercial Zoning District for downtown revitalization, it is recommended that the Council consider approving the use of PROGRAM funds for this Façade Improvement project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Willows does hereby resolve as follows:

1. That the City Council hereby commits funding not –to-exceed $11,399 of the PROGRAM funds to Ben & RaeAnnTitus to complete the project.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 14th day of October, 2014, by the following vote:

AYES in favor of:
NOES:
ABSENT:
ABSTAIN:
APPROVED: ATTESTED:

_____ _____

Mayor Jeffrey Cobb Natalie Butler, City Clerk

Steve Holsinger

From: RaeAnn Titus <raeanntitus@yahoo.com>
Sent: Wednesday, October 08, 2014 8:27 AM
To: Dana Owens
Cc: Steve Holsinger; Karen Mantele
Subject: Building at 311 No Butte St - Paint Color

Hi Dana,

Thank you for meeting with me yesterday at 5:00pm. I appreciate the time that you all have put into this project and I know that the procedures that you normally go through with an application were not done due to time constraints that we had as an applicant. We are sorry for any undue stress this has put on the committee.

In saying this, I am hoping there is a way that we can modify the agreement to state that we will come to an agreement on the color of the building. In talking to the tenants to be, current tenants and us, as building owners, we are not happy with the colors that were presented to us yesterday at 5pm. I was a bit perplexed and caught off guard, that this was the first we are hearing that the color we, as building owners, had submitted was not satisfactory. Since the request was turned in on Aug 20th, and the committee met on Sept 15th and had color samples by Sept 16th, I was shocked that the day before everything needs to be submitted at 5pm we were told that the committee was not happy with the colors we had submitted (which meet the code requirements of being a neutral, earth tone color)

Though I understand that the color we picked was not very exciting, there are reasons that owners of large stucco buildings pick lighter colors for their base color. Dark colors fade very quickly, especially on the south sides of buildings that have full sun exposure, such as our building. Graffiti is an issue with long walls of buildings, especially on corner lots, so with the fading that will naturally occur due to the darker color is will be very hard to match when trying to paint over the undesired tagging that is bound to occur, making it look worse with all the mismatched paint cover up. Also, with the darker colors, spiderwebs, bird poo and just dirt and dust are much more noticeable and makes the building upkeep more difficult. There is already almost the same color green catty corner to our building the almost the same color gray across the street. I was hoping that we would have a different color than the surrounding buildings.

In saying all this, I don't want to take away from the work you have all done, but it is just not going to work for us to paint the building with the color samples that were presented yesterday. We are under the gun on time, (I know this is not your issue, but it is an issue with this project) as we have to get a skim coat of stucco on the building before the weather changes and have to protect the work that we have already done. We also need to get the landscaping bed in as it is a safety hazard for all that are walking on the sidewalk. We have delayed in doing those items as we were hoping to get help from GWIL with the grant money and knew we could not start any of those items until approved from GWIL and City Council. Since we were hoping to be on the agenda for the last meeting we knew that was pushing it even though we had all the items you requested in the by Tuesday before the meeting. We are now Tuesday before the next meeting and are met with GWIL wanting to change the colors of the building. We felt like we either had to pick the colors presented or be delayed again, which we could not afford to do.

In talking with tenants and building owners, we have decided that we if could still submit the application to the city council with either our original color sample that was submitted or with a contingency that we will come to an agreement on color that GWIL, Steve Holsinger and Karen Mantele agree upon, then we can proceed forward and hopefully get onto the agenda for the 10/14 meeting. If this is not able to happen, we understand

and will respectfully have to pull the application. We will just do the stucco on the south side only, then paint it the current building color and just leave everything until we have the funds to do something further. We feel that we would be wasting everyone's money to paint it the dark color that none of the tenants were happy with and that it will fade quickly and not have the desired outcome that the city is looking for.

Thanks again for all your time and we are not trying to be disrespectful to the process, Please let me know how you would like to proceed with this matter.

Respectfully,

RaeAnn Titus
530-934-8300 Office
530-570-2750 Cell

GREATER WILLOWS
IMPROVEMENT LEAGUE

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

October 8, 2014

Steve Holsinger, City Manager

RE: 311 North Butte Street

The GWIL Committee has received an application for the Façade Improvement Program for a project at 311 North Butte Street.

This project is time sensitive and would like it on the Agenda pending final review.

Thank you,

Dana Owens

Dana Owens, GWIL Member

Ben and RaeAnn Titus
1001 W. Ash Street
Willows, Ca. 95988
530-570-2750

RECEIVED
SEP 15 2014
City of Willows

September 12, 2014

Dear GWIL,

Thank you for your consideration of our application for your grant.

I would like to explain the scope of our project and have provided estimates for you to review.

We are in the process of doing extensive work on the interior of the building at 311 No Butte St. The Northern Valley Indian Health is going to relocate their offices into this space while they remodel their existing building and build a new office for their administration offices. In the process of doing the work to the interior of the building, we have added 5 front windows and an ADA complaint door. We also had to remove all the concrete sidewalks and re-pour to make them ADA compliant, at a huge additional cost that we were not budgeted for.

We are asking for help with the cost of the completion of the exterior of the building and landscaping that is now required due to the new sidewalk and ADA upgrades that were made.

1) Patch the stucco that had to be removed due to adding the windows and the ADA compliant doors. If funds allow we would also like to stucco the west wall that is metal (See the enclosed 3 bids)

2) Paint the building to all match with the additions and to freshen up the paint that is very worn and has been spot painted to remove graffiti in the past. Colors to be close to what the existing color is. (a neutral tone tan with dark brown trim on awnings) (See enclosed 2 bids and pictures of the current color)

3) Landscaping to be water conscious and easy care. We plan to add dirt to grade, 1 3/4 salt and pepper rock and 4-5 trees on the approved City of Willows List to the strip that was left due to the elevations needed for the ADA upgrades. There will be irrigation that is on a timer for care of the trees that are planted. (See bid enclosed)

4) Exterior Signage will need to be added to comply with the Fire code. There will be (2) "311" signs with 12" lettering, then 2 directional signs that instruct where the different suites are located. (See enclosed picture and estimate)

In the near future, we plan to either develop the north side of this building or fence off the vacant lot to conceal where trailers, dumpsters, signs, ect. are stored for a nicer look.

We, again, appreciate your consideration of our application. Time is of the essence on this application as the Occupant would like to occupy the building by 10/1. Not all these things need to be done to occupy but we would like to complete as many as possible for the safety of all. This is why I have enclosed all the bids and pictures to make the process as timely as possible for all involved.

You can call me at any time with questions (day or night) at 530-570-2750. Thank you all very much for looking at our project.

Ben & RaeAnn Titus

CITY OF WILLOWS
FAÇADE IMPROVEMENT PROGRAM
APPLICATION FORM
DATE: 8-20-14

I. APPLICANT INFORMATION

1. Applicant's Name: Ben & RaeAnn Titus
   Mailing Address: 855 W. Wood St., Willows, Ca
   Telephone Number(s): 530 934-8300 570-2750
   Fax Number: 934-2557
   E-mail: raeanntitus@yahoo.com
2. Business Organization of Applicant:
   ____ Corporation (d/b/a) or ____ Partnership or ✓ Sole Proprietorship
   Business Name: _____
3. Relationship of Applicant to the storefront to be renovated:
   ✓ Owner: Attach copy of latest tax bill and proof of payment.
   _____ Tenant: a) Attach copy of Willows Business License, and
   b) Attach written permission from building owner to participate in Facade Improvement Program, including expiration date of present lease

II. PROPOSED PROJECT INFORMATION

1. Description of Building to be rehabilitated:
   Street Address: 311 No Butte St, Willows
   Building Dimensions: 125 x 150 1 story
   Frontage feet ~ Depth feet ~ Height feet ~ # of Floors
   Does building contain residential units? ___ Yes ✓ No (If yes, how many?)
2. Describe the scope of work you want for this proposed façade improvement project. (Check all that apply and/or describe improvement ideas.)
   ✓ Exterior Signage ✓ Exterior Lighting ✓ Exterior Painting
   ___ Restoration of Arch. Details ✓ Storefront Windows ✓ Storefront Door___ Metal/Wood Storefront System ✓ Exterior Paneling/Siding
   ___Awning/Canopy ✓ Accessible Entrance ___ Add Architectural Details ____ Other: (define) pour ADA sidewalks, landscape
3. *If known*, please include the estimated project cost or total budget for improvements. $ 90,000 ext. only **Total project cost or Total Budget. Please indicate here if you are seeking a Mini-Grant** ☐
4. *If known*, please provide information on Architect/Engineer responsible for your project drawings, plans and or permits:
   Name: Matt Amaro Designs
   Mailing Address: 453 No Murdock Ave, Willows
   Telephone Number(s): 592-9912
   Fax Number: _____
   E-mail: _____

Ben and RaeAnn Titus
1001 W. Ash Street
Willows, Ca. 95988
530-570-2750

Plaster/Stucco	$9500.
Painting of full building	$9250.
Signage	$ 225.
Landscaping	$3822. Estimate only (bid pending by Monday)
TOTAL	**$22,797.**

Property Detail

Glenn, CA SHERYL THUR, ASSESSOR

Parcel # (APN): **002-142-009-0** Use Description: **COMMERCIAL**

Parcel Status: **ACTIVE**

Owner Name: **TITUS BEN A**
TITUS RAEANN R TRS

Mailing Address: **855 W WOOD ST WILLOWS CA 95988**

Situs Address: **311 N BUTTE**

Legal Description: **311 N BUTTE**

ASSESSMENT

Total Value:	**$153,000**	Use Code:	**CNXX**	Zoning:	
Land Value:	**$39,000**	Tax Rate Area:	**002001**	Census Tract:	
Impr Value:	**$114,000**	Year Assd:	**2013**	Improve Type:	
Other Value:		Property Tax:		Price/SqFt:	
% Improved	**74%**	Delinquent Yr			
Exempt Amt:		HO Exempt?:	**N**		

SALES HISTORY

	Sale 1	Sale 2	Sale 3	Transfer
Recording Date:	**02/08/2013**	**05/17/2005**	**07/31/2002**	**02/08/2013**
Recorded Doc #:	**20130575**	**20053487**	**20024187**	**20130575**
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				

1st Trst Dd Amt: Code1: 2nd Trst Dd Amt: Code2:

PROPERTY CHARACTERISTICS

Lot Acres:	**0.431**	Year Built:	**1940**	Fireplace:	
Lot SqFt:	**18,790**	Effective Yr:		A/C:	
Bldg/Liv Area:				Heating:	
Units:		Total Rooms:		Pool:	
Buildings:		Bedrooms:			
Stories:		Baths (Full):		Park Type:	
Style:		Baths (Half):		Spaces:	
Construct:				Site Inflnce:	
Quality:		Garage SqFt:			
Building Class:	**D**			Timber Preserve:	
Condition:				Ag Preserve:	
Other Rooms:					

*** The information provided here is deemed reliable, but is not guaranteed.

MILLER PLASTERING

Geof Miller, Owner

P.O. Box 1143, Orland, Ca. 95963

(530) 321-0728 Cell (530) 865-8176 Fax

Job:

311 No Butte Street

Willows, Ca. 95988

Date: Sept 01, 2014

Estimates are good for 30 days

-Patch stucco that is missing on south side of building = $4000

-Recolor south wall = $650

-Acrylic Add = $650

Total for south wall = $5300

-Add stucco to west wall $4200

Total for all = $9500

Lowest

HARDESTY & SONS, INC.
LATH - PLASTER - DRYWALL
CONTR. LIC. 386384
#2 CRUSADER COURT
CHICO, CALIFORNIA 95973
530-891-6561
FAX: 530-891-3484

PHONE	DATE
517-2172	08/20/2014

JOB NAME / LOCATION
Stucco: Remodel

Ben Titus

311 North Butte St.

Willows, CA

Fax: 934-2557

ARCHITECTS	DATE OF PLANS
N/A	N/A

PROPOSAL

For exterior Lath and Three Coat Standard Stucco.
Finish to match existing as closely as possible.

Scope:

1. **New walls at left end where new windows installed, as shown.**
2. **Entry alcoves (3) to include:**
   a. **New walls.**
   b. **Soffits**
3. **Patch base of walls, as shown.**
4. **Scaffolding**
5. **Coverup & cleanup.**

Alternate: If done concurrent to base bid.

West 1. ~~North~~ **Elevation: For lath & stucco, approx. 126 ft. X 12 ft.: Add $5,355.00** Alley

South 2. ~~West~~ **Elevation: To refinish remaining existing stucco: Add $2,320.00**

Does not include North side (towards Creek)

***We Propose** hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:*

Five Thousand, Seven Hundred Twenty-Eight and 00/100 ***$5,728.00***

Terms: Progressive Billings / Due upon receipt
Finance charge of 1 1/2% per month, which is 18% annually will be charged on all past due accounts.

Donald H. Brashears, President

This proposal may be withdrawn by us if not accepted within thirty (30) days.
We gladly accept credit cards.

Total
$13,403.

Due to the inconsistency of stucco products in cold weather, we cannot guarantee integral stucco colors during winter months.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

9/11/14

Jeff Loughmiller Painting
69 East Colusa Street
Orland, CA. 95963
530-514-7194
530-865-9178
Lic.# 828622

Titus Properties (Rae Ann Titus)
311 North Butte Street
Willows CA. 95988
530-934-8300

Description

Work order for preparation High pressure wash, patch cracks in stucco, prime wood windows and mask. Repainting the exterior of the building located at 311 N. Butte Street a two color combination . Exposed metal awning/metal flashing cap and wood window frames two coats of Kelly Moore 1250 Semi Gloss and Stucco Surfaces/metal siding Kelly Moore 1245 Low Sheen Two Coats. In addition one sectional door two coats the trim color.

Exclusions
Any and all roll up doors.
Any and All doors not named.
Any and All interior areas.
Any and All areas not listed in this work order.

Job Requirements

We shall require an authorized signature and a $1,000 material deposit prior to the start date. The remaining $8,250 will be due upon completion.

We propose to furnish material and labor in accordance with the above specifications for a total price of $ 9,250.00

Authorization To Proceed With Proposed Work: I, the Undersigned, am owner/authorized representative/tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform said work, and to use such labor and material as you deem advisable. A monthly service charge of 1.5% will be added after ten days. I have read, agree to and have received a copy of the contract.

The above prices, specifications and conditions are satisfactory. You are hereby authorized to do the work specified. Payment will be made as noted.

Accepted by: _____ **Date** _____
Accepted by: _____ **Date** _____

(*) Lowest

HUFFMAN PAINTING
360 EAST WOOD STREET
WILLOWS CA 95988
530-591-9349
LIC.#556167

ESTIMATE

RAEANNE TITUS

PROJECT : 311 NORTH BUTTE STREET
WILLOWS CA 95988

SCOPE: REPAINT EXTERIOR OF STRUCTURE

- POWER WASH ALL AREAS TO RECEIVE PAINT
- SCRAPE, WIREBRUSH OR SAND ALL NEEDED AREAS
- PAPER, TAPE OR VISQUEEN ALL AREAS NOT TO RECEIVE PAINT
- PRIME ALL BARE WOOD
- PRIME ALL METAL AWNINGS
- APPLY TWO COATS LATEX FLAT PAINT TO ALL WALLS AND NON TRIM AREAS.
- APPLY TWO COATS LATEX ENAMEL TO ALL TRIM AND AWNINGS
- CLEAN UP AND REMOVE ALL DEBRIS FROM JOB SITE

EAST SIDE OF BUILDING (ALVES / H & R BLOCK	$2,500.00
SOUTH SIDE OF BUILDING (NEWLY RENOVATED)	2,750.00
NORTH AND WEST SIDES OF BUILDING	5,400.00
TOTAL LABOR AND MATERIALS	$10,650.00

THANK YOU !
LARRY HUFFMAN

Sunrise Landscape
PO Box 1295
Willows, CA 95988

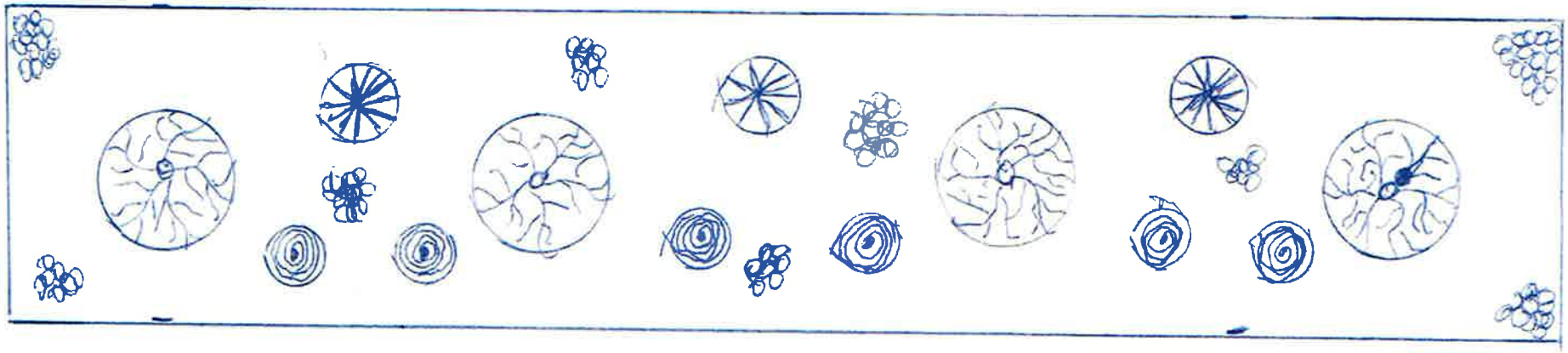
9-13-14

To: Titus Properties

This is a bid for 311 North Butte Street (South Side). This bid proposal is landscaping the parking strip which includes a pressure vacuum breaker, sprinkler valve, sprinkler controller, complete drip system, top soil, black chip rock, 5 Raywood Ash trees, 3 Indian Hawthorns, 6 Peter Pan Agapanthus, tree stakes, and labor. Total $3822.00

Sincerely:

Mark Amaro



- Raywood Ash tree 15 gal - 5 total
- Indian Hawthorn (Pink Dancer) 5 gal. - 3 total
- Agapanthus (Peter Pan) white / Blue 5 gal. - 6 total
- Black rock

SignCo

530-330-9087
331 Tehama St.
Willows, CA, 95988

• Bid •

RaeAnn Titus (530) 934-8300
Titus Properties

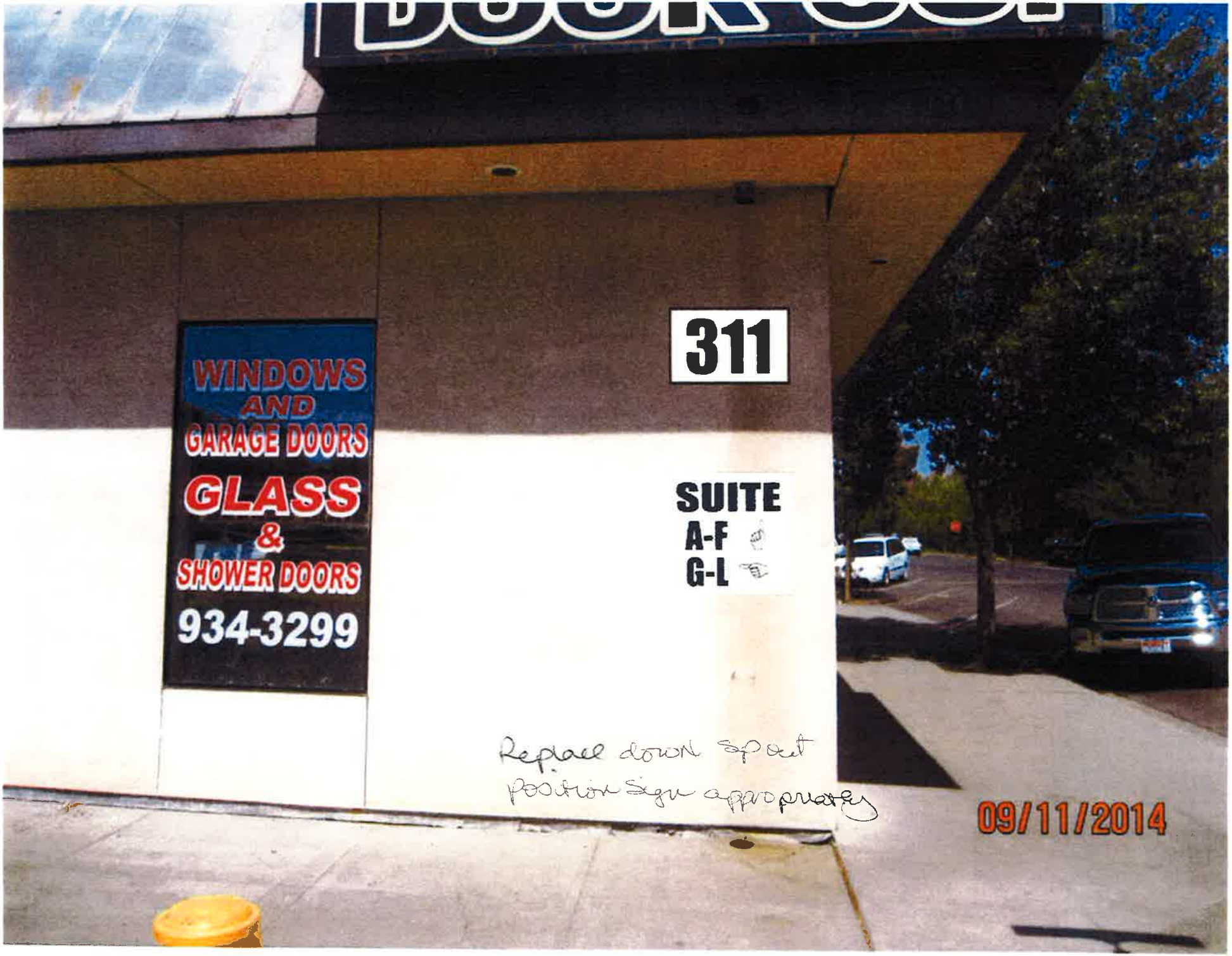
	@ $15/sq ft	
(2) 311signs 18"x24"	@ $45 ea. =	$90
(2) Directional signs 24"x24"	@ $60 ea. =	$120

		$210
	Tax =	$15.22

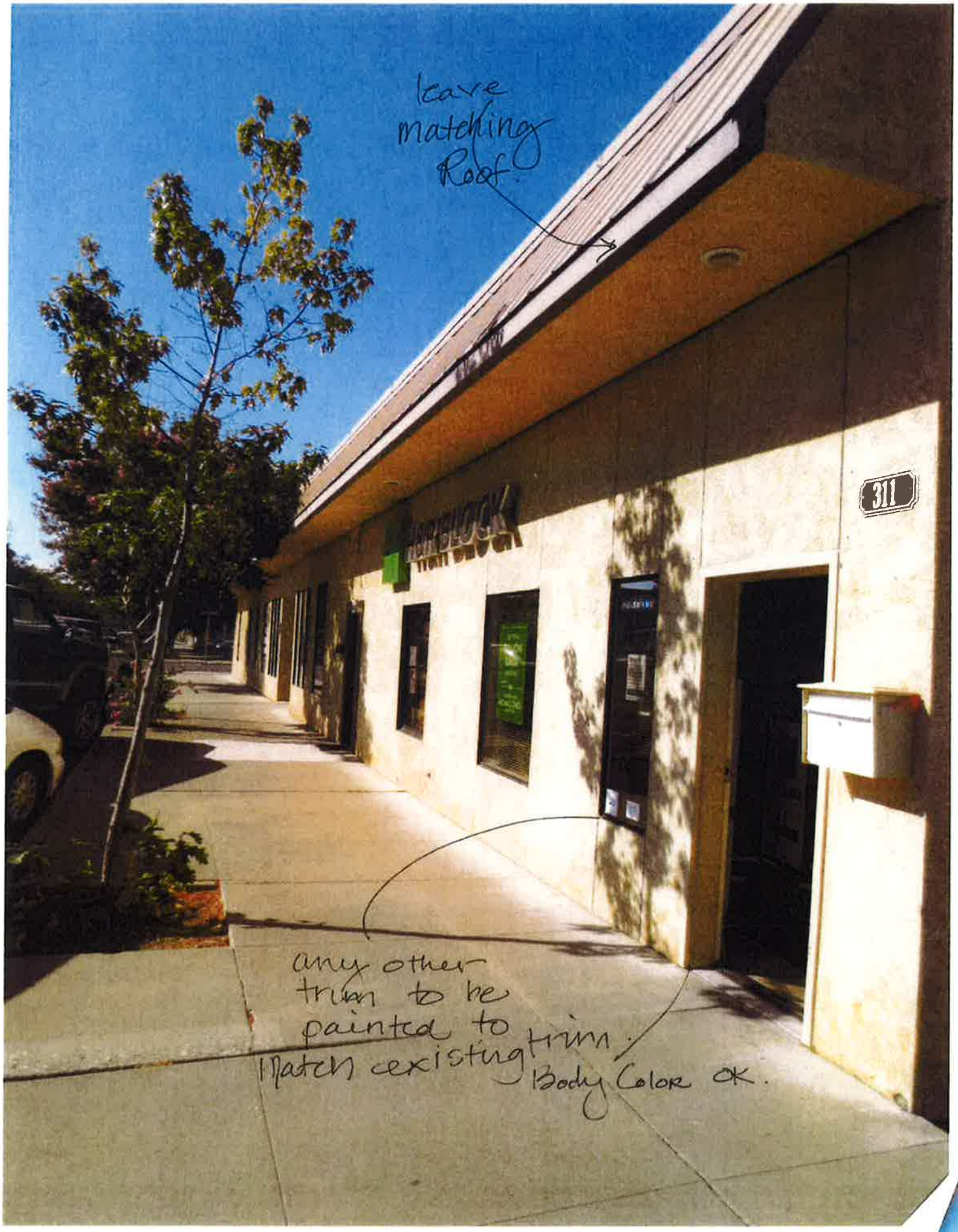
	Total =	$225.22

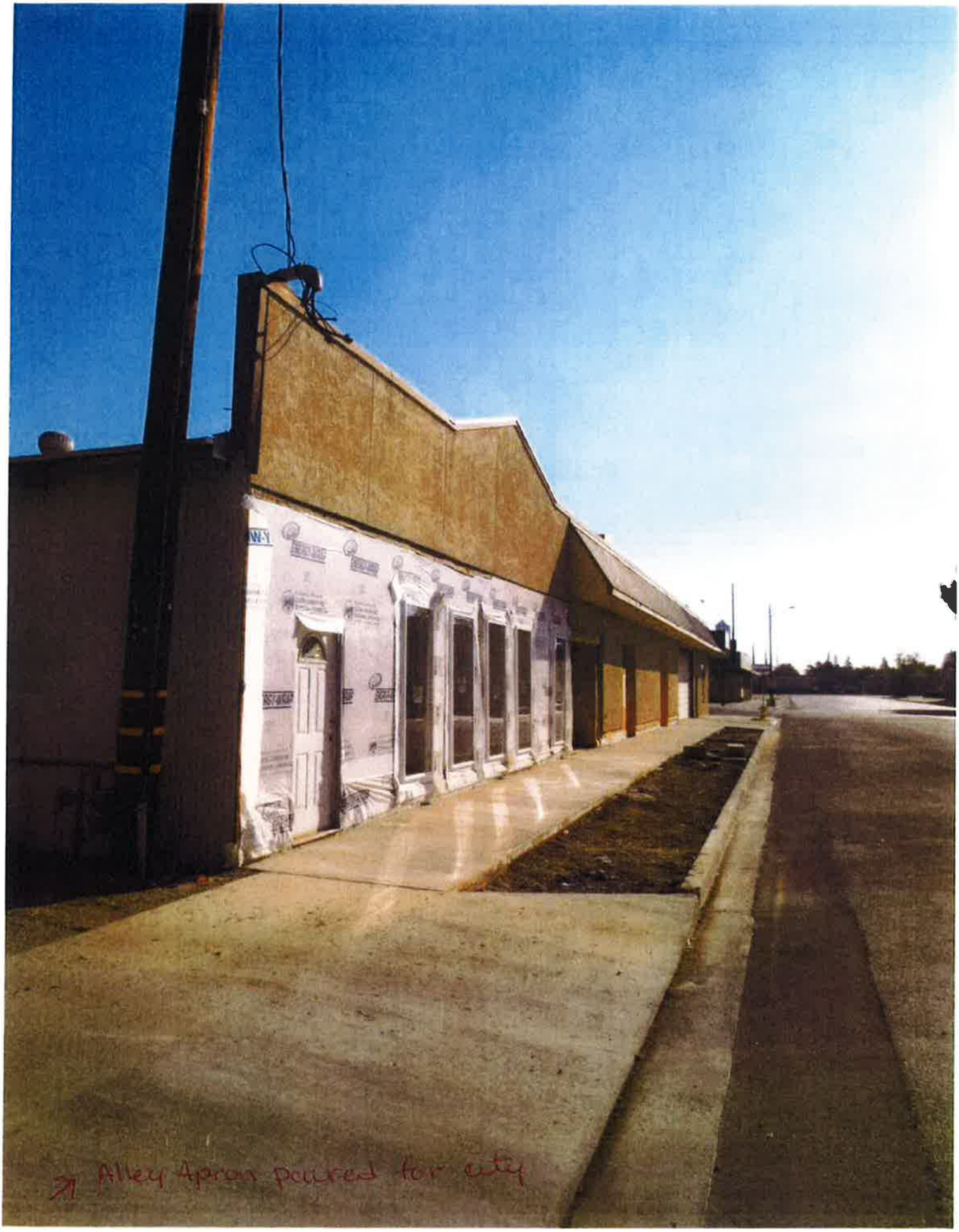
Notes: Single color lettering as per proofs sent via email

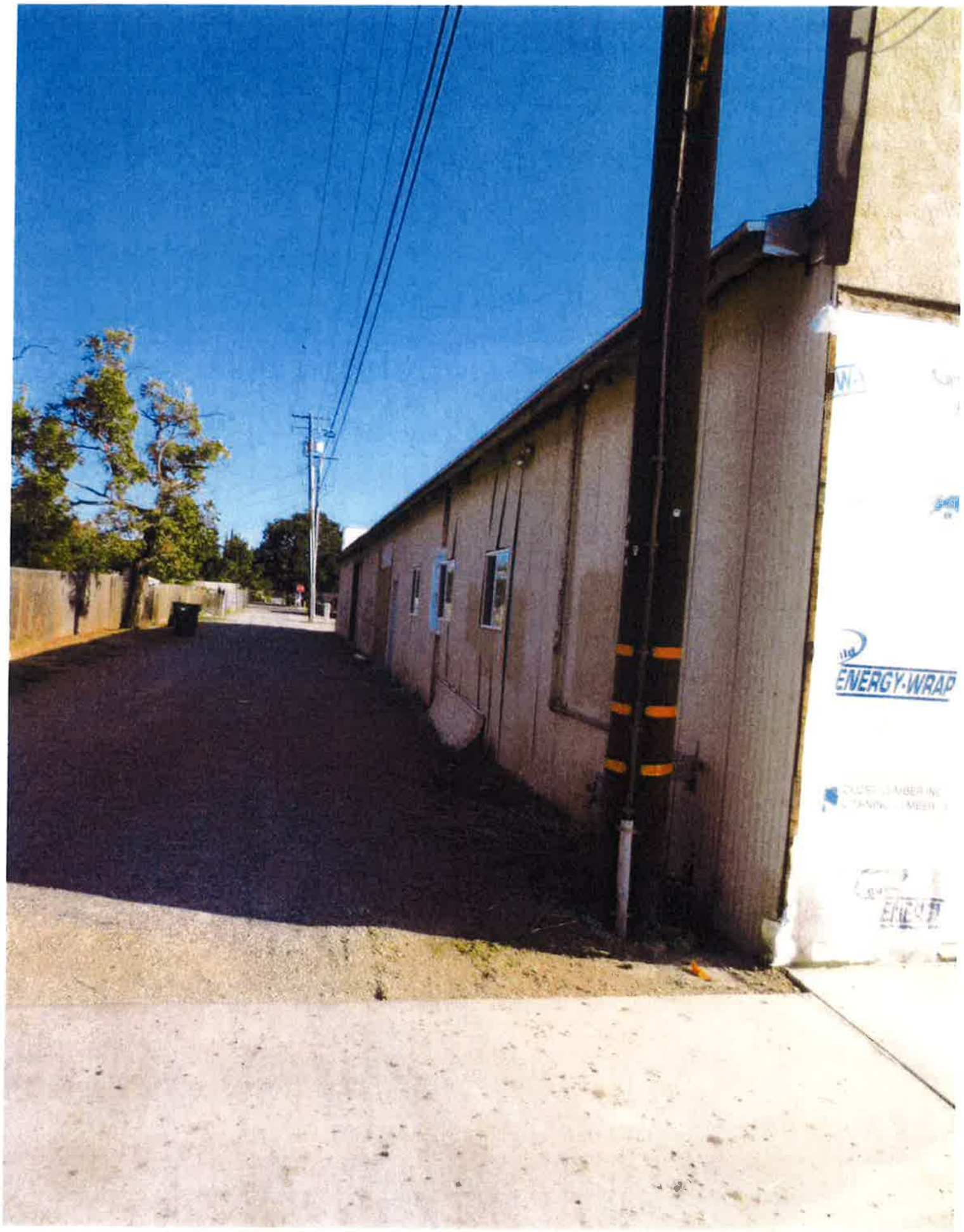
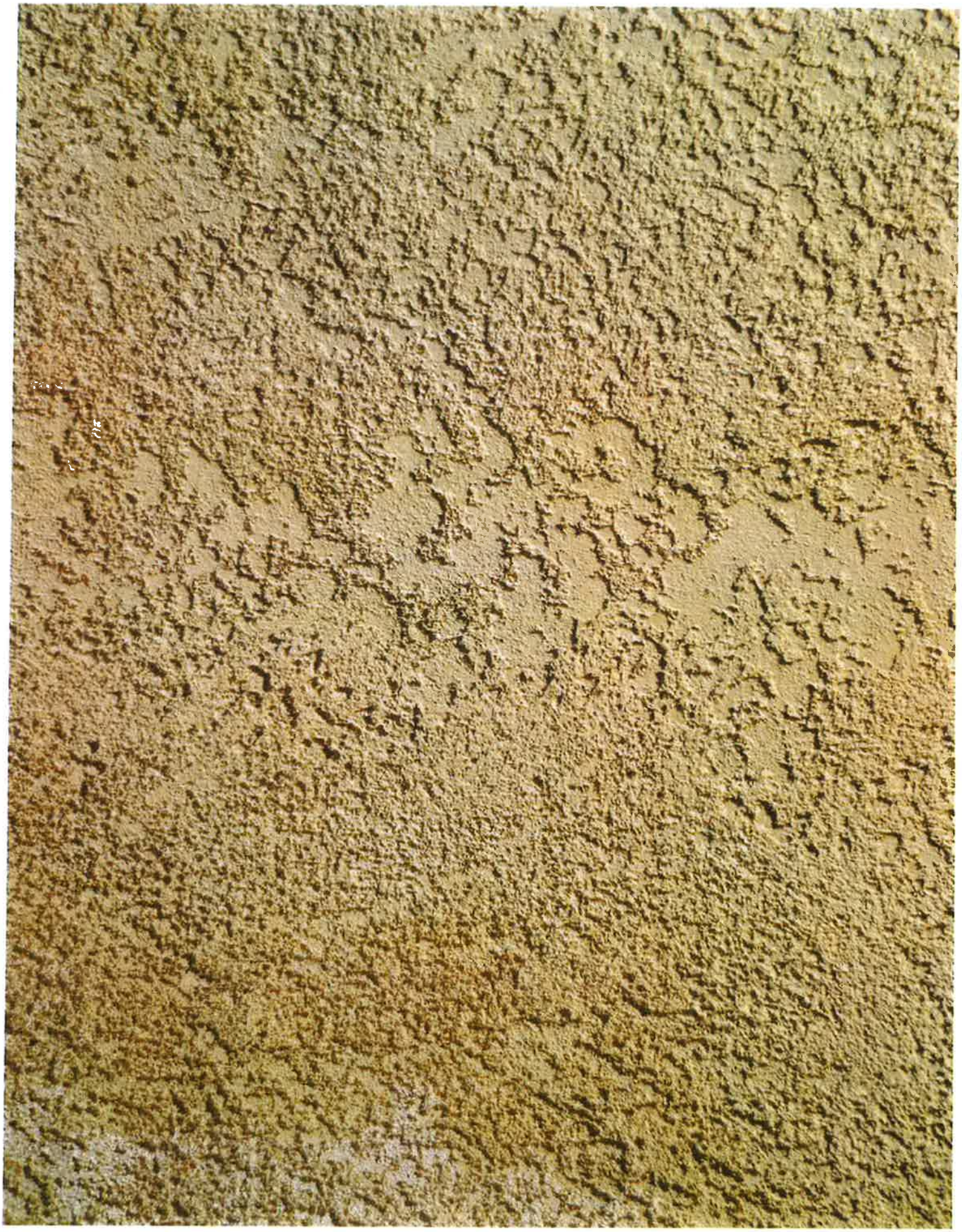
Thank you,
SunshineRae


WINDOWS
AND
GARAGE DOORS
GLASS
&
SHOWER DOORS
934-3299
311
SUITE
A-F
G-L
Replace down spout
position sign appropriately
09/11/2014

ALVES
DOOR CO.
N BUTTE ST
311
SUITE
A-F
G-L
AUTO
AND
TRUCK
GLASS
Replacement
& Chip Repair
INSURANCE
WORK
WELCOME!
09/11/2014


leave matching Roof.
311
any other trim to be painted to match existing trim.
Body Color OK.


Alley Apron poured for city


ENERGY·WRAP