



Willows City Council Regular Meeting

May 26, 2020
Willows City Hall
7:00 p.m.

City Council
Kerri Warren, Mayor
Larry Domenighini, Vice Mayor
Gary Hansen, Council Member
Lawrence Mello, Council Member
Joe Flesher, Council Member

Interim City Manager
Wayne Peabody

City Clerk
Tara Rustenhoven

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

Agenda

1. **CALL TO ORDER**- 7:00 p.m.
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PUBLIC COMMENT/WRITTEN COMMUNICATIONS**

- a. **Public Comments:**

Pursuant to N-25-20 issued by Governor Gavin Newsom, this City Council meeting will be CLOSED to the public to prevent the transmission of the COVID-19 virus. Members of the public may attend the meeting telephonically by following the instructions below. Members of the public wishing to address the Council on any item(s) not on the agenda may do so at this time by stating your name and address. Then please wait until you are recognized by the Mayor or Vice Mayor. No formal action will be taken unless the matter is placed on a future agenda. Each caller will be limited to three (3) minutes.

Dial in Number: (605) 313-5611

Access Number: 404150

5. **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 Council Member requests, in which event the item will be removed from the consent agenda. It is recommended that the Council:

- a. Approval of general checking, payroll & direct deposit check registers 50251-50283, Z10759-Z10776, 38624-38630
- b. Approval of minutes of the Regular City Council Meeting held on May 12, 2020.

Comments from the public are welcome. The Mayor will allow an opportunity for comments related to Public Hearings or any item on the agenda. Please limit comments to three minutes per topic, and one comment per person per topic. Once comments conclude, please allow the Council the opportunity to continue its consideration of the item without interruption.

6. REGULAR BUSINESS AGENDA/ITEMS REQUIRING COUNCIL ACTION

- a. By motion, retain the law firm of Cole Huber LLP as the new City Attorney for the City of Willows and execute the Cole Huber law firm's Legal Services Agreement before Council.
- b. Adopt a Resolution entitled; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS.**
- c. Direct staff to establish a date and time for the Budget Workshop for the week of June 1st.
- d. By motion, Direct the Interim City Manager to enter into a separate agreement with Coastland Civil Engineering for contract Community Development Services Director Services and Negotiate Duration, and Conditions of the Agreement.
- e. Adopt a Resolution entitled; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS AWARDDING A CONTRACT FOR ENGINEERING, BUILDING PLAN REVIEW, FIRE PLAN REVIEW, AND BUILDING INSPECTION SERVICES TO COASTLAND CIVIL ENGINEERING AND DIRECT THE INTERIM CITY MANAGER TO NEGOTIATE FINAL TERMS, DURATION, AND CONDITIONS OF THE AGREEMENT.**

7. COUNCIL/ STAFF REPORTS/COMMENTS

- a. Staff Reports/Comments:
- b. Council Reports/Comments:

8. RECESS TO CLOSED SESSION

- a. PUBLIC COMMENT: Pursuant to Government Code Section §54954.3, the public will have an opportunity to directly address the legislative body on the item below prior to the Council convening into closed session. Public Comments are generally restricted to three minutes.
- b. CONFERENCE WITH LEGAL COUNCIL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Gov. Code Section §54956.9:
Number of Cases: 2
- c. CONFERENCE WITH LABOR NEGOTIATOR: Pursuant to Gov. Code §54957.6

Agency Negotiators:

Interim City Manager Wayne Peabody
Administrative Services Director Tim Sailsbery

Employee Organizations:

Willows Public Safety Association
Willows Employee Association

9. ADJOURNMENT

This agenda was posted on May 21, 2020



Tara Rustenhoven, City Clerk

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. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132). 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



CONSENT AGENDA



Period

5/9/2020 TO 5/20/2020

General Checking 50251 TO 50283

Payroll Direct Deposit Z10759 TO Z10776

Payroll Checks 38624 TO 38630

APPROVAL DATE 5/26/2020

APPROVED _____

| Check Number | Check Date | Vendor Number | Vendor Name | Gross Amount | Discount Amount | Net Amount | Invoice # | Description |
|--------------|------------|---------------|---------------------------|--------------|-----------------|------------|-----------|---------------------------|
| 050251 | 05/13/20 | AMR02 | AMERIPRIDE UNIFORM SVCS. | 785.04 | .00 | 785.04 | C00513 | APRIL STMT PER ATTACHED |
| 050252 | 05/13/20 | BAR02 | BART'S APPLIANCE REPAIR | 143.10 | .00 | 143.10 | 25411 | REPLACE DRAIN PUMP |
| 050253 | 05/13/20 | CAL61 | CAL FIRE | 8748.22 | .00 | 8748.22 | 1271193 | COOPERATIVE AGREEMENT APR |
| | | | | 13169.57 | .00 | 13169.57 | 1286605 | COOPERATIVE AGREEMENT JAN |
| | | | Check Total.....: | 21917.79 | .00 | 21917.79 | | |
| 050254 | 05/13/20 | COM16 | COMCAST CABLE | 145.94 | .00 | 145.94 | C00513 | ADMIN INTERNET 4/29-5/28/ |
| 050255 | 05/13/20 | COR02 | CORBIN WILLITS SYSTEMS | 416.03 | .00 | 416.03 | C004151 | CONT.SERV. FINANC MAY 202 |
| 050256 | 05/13/20 | CUR01 | L.N. CURTIS & SONS | 1569.61 | .00 | 1569.61 | 383887 | ANNUAL SERVICE AND PARTS |
| | | | | 81.53 | .00 | 81.53 | 386262 | FOOT VALVE |
| | | | Check Total.....: | 1651.14 | .00 | 1651.14 | | |
| 050257 | 05/13/20 | FED00 | FEDEX | 87.41 | .00 | 87.41 | 696328013 | SHIPPING |
| 050258 | 05/13/20 | FLE01 | FLEMING BOOKBINDING CO. | 269.83 | .00 | 269.83 | 27907 | MICROFILM SERVICE |
| 050259 | 05/13/20 | GAN01 | GANDY-STALEY OIL CO. | 2020.53 | .00 | 2020.53 | C00513 | APRIL STMT PER ATTACHED |
| 050260 | 05/13/20 | GLE21 | GLENN CO. SHERIFFS DEPT. | 117494.89 | .00 | 117494.89 | 40820-01 | CONTRACTUAL LAW ENFORCEME |
| 050261 | 05/13/20 | GRA00 | GRAY ROCK TRUCKING | 247.50 | .00 | 247.50 | 5339 | PRODUCT DELIVERY |
| | | | | 110.00 | .00 | 110.00 | 46444 | PRODUCT DELIVERY |
| | | | Check Total.....: | 357.50 | .00 | 357.50 | | |
| 050262 | 05/13/20 | HUN02 | ROBERT W HUNT | 9157.50 | .00 | 9157.50 | 20-05 | GENERAL LEGAL SERVICES |
| 050263 | 05/13/20 | ITF01 | INDUSTRIAL TRUCK & FARM | 224.94 | .00 | 224.94 | C00513 | APRIL STMT PER ATTACHED |
| 050264 | 05/13/20 | JER00 | JEREMY'S PEST STOMPERS | 35.00 | .00 | 35.00 | 55204 | PEST CONTROL |
| 050265 | 05/13/20 | KNI03 | KNIFE RIVER CONSTRUCTION | 201.90 | .00 | 201.90 | 229528 | WET PATCH |
| | | | | 884.20 | .00 | 884.20 | 229816 | TRENCH PAVING |
| | | | Check Total.....: | 1086.10 | .00 | 1086.10 | | |
| 050266 | 05/13/20 | LEA01 | LEAGUE OF CA. CITIES | 4429.00 | .00 | 4429.00 | 628508 | MEMBERSHIP 2020 |
| 050267 | 05/13/20 | MAT01 | MATSON & ISOM TECHNOLOGY | 7327.31 | .00 | 7327.31 | 73307 | WINDOWS 10 WORKSTATIONS |
| | | | | 198.75 | .00 | 198.75 | 74072 | WEBSITE |
| | | | | 100.00 | .00 | 100.00 | 74540 | OFFSITE BACKUP MAY 2020 |
| | | | | 3074.00 | .00 | 3074.00 | 74541 | MANAGED PARTNER AGREEMENT |
| | | | Check Total.....: | 10700.06 | .00 | 10700.06 | | |
| 050268 | 05/13/20 | MIR02 | MIRANDE CONSTRUCTION INC | 1182.00 | .00 | 1182.00 | 86 | RENTAL REPAIR 139 N LASSE |
| 050269 | 05/13/20 | MJB01 | MJB WELDING SUPPLY, INC. | 38.00 | .00 | 38.00 | 01293889 | CYLINDER RENTAL |
| 050270 | 05/13/20 | MOR01 | MORRISON | 6768.00 | .00 | 6768.00 | 3285 | FEASIBILITY STUDY |
| 050271 | 05/13/20 | NOR43 | ACCESS | 70.40 | .00 | 70.40 | 8111473 | SHREDDING SERVICES |
| 050272 | 05/13/20 | PGE01 | PG & E | 26.29 | .00 | 26.29 | C00513 | 1600 S TEHAMA |
| | | | | 7955.39 | .00 | 7955.39 | BC00513 | P.G. & E. 3/16-4/14/20 |
| | | | Check Total.....: | 7981.68 | .00 | 7981.68 | | |
| 050273 | 05/13/20 | PLE00 | PLEXUS GLOBAL LLC | 57.00 | .00 | 57.00 | 12522 | DRUG SCREEN |
| 050274 | 05/13/20 | SAC08 | SACRAMENTO VALLEY MIRROR | 239.80 | .00 | 239.80 | 16485 | CLASSIFIED AD-FIREFIGHTER |
| 050275 | 05/13/20 | SAF03 | SAFETY TIRE SERVICE | 407.54 | .00 | 407.54 | 42935 | #16 SWEEPER REPAIR |
| 050276 | 05/13/20 | SRV00 | INFRAMARK, LLC | 54219.41 | .00 | 54219.41 | 50547 | WILLOWS OPERATION MAY 202 |
| 050277 | 05/13/20 | SUC01 | SUCCESS PRINTING | 94.38 | .00 | 94.38 | 6142 | CODE ENFORCEMENT STICKERS |
| 050278 | 05/13/20 | SUN07 | SUN LIFE FINANCIAL | 2411.16 | .00 | 2411.16 | C00513 | GAP PREMIUM 4/1-4/30/20 |
| 050279 | 05/13/20 | USB02 | US BANK | 367.01 | .00 | 367.01 | 412938250 | EQUIP. LEASE |
| 050280 | 05/13/20 | VER02 | VERIZON WIRELESS | 195.76 | .00 | 195.76 | C00513 | TELEPHONE EXP. 3/27-4/26/ |
| 050281 | 05/13/20 | WILHD | WILLOWS HARDWARE, INC. | 1220.83 | .00 | 1220.83 | C00513 | APRIL STMT PER ATTACHED |
| 050282 | 05/13/20 | WILHI | WILLOWS ACE HARDWARE | 144.13 | .00 | 144.13 | C00513 | APRIL STMT PER ATTACHED |
| 050283 | 05/13/20 | WILHQ | WILLOWS AUTO PARTS | 260.83 | .00 | 260.83 | C00513 | APRIL STMT PER ATTACHED |
| | | | Cash Account Total.....: | 246579.73 | .00 | 246579.73 | | |
| | | | Total Disbursements.....: | 246579.73 | .00 | 246579.73 | | |
| | | | Cash Account Total.....: | .00 | .00 | .00 | | |



ACTION MINUTES OF THE WILLOWS CITY COUNCIL REGULAR MEETING HELD MAY 12, 2020

Meeting audio is available at the City of Willows website. This is not a live feature. Audio recordings are posted the succeeding business day following the scheduled City Council Meeting.
Please visit www.cityofwillows.org for free PodBean recordings.

1. Mayor Warren called the meeting to order at 7:00 p.m.
2. The meeting opened with the Pledge of Allegiance led by Vice Mayor Domenighini.

3. Roll Call:

Council Members Present: Council Members Flesher, Hansen, Mello, Vice Mayor Domenighini, Mayor Warren

Council Members Absent:

Staff Present: Interim City Manager Wayne Peabody, Administrative Services Director Tim Sailsbery, City Attorney Robert Hunt, City Engineer John Wanger, City Clerk Tara Rustenhoven

4. Public Comment/ Written Communications: No public comments or written communications.

5. Consent Agenda:

Attorney Robert Hunt requested that item 5b be removed from the Consent Agenda and added as the next item as 5-2.

- a. Approval of general checking, payroll & direct deposit check registers 50212-50250, Z10728-Z10758, 38607-38623.

Action:

Motion: Council Member Hansen/Second: Council member Flesher

Moved to approve the Consent Agenda as presented above and the following item(s).

The motion passed unanimously 5/0 carried by the following voice vote:

AYES: Flesher, Hansen, Mello, Vice Mayor Domenighini, Mayor Warren

NOES:

ABSENT:

ABSTAIN:

5-2. Approval of minutes of the Regular City Council Meeting held on April 28, 2020.

The minutes as presented to council are the action minutes which are the minutes that are kept by the City and are the Official Record of the meeting. There was a request from Forrest Sprague to add an excerpt from a testimony that was given at the April 28th meeting as an Appendix to the minutes.

Action:

Motion: Vice Mayor Domenighini/Second: Council member Mello

Moved to adopt the April 28, 2020 minutes as presented and approve attaching the appendix to the minutes.

The motion passed unanimously 5/0 carried by the following voice vote:

AYES: Flesher, Hansen, Mello, Vice Mayor Domenighini, Mayor Warren

NOES:

ABSENT:

ABSTAIN:

Interim City Manager requested moving closed session up after Item 6a.

6. Regular Business Agenda/Items Requiring Council Action:

- a. Receive the Preliminary Annual Engineer's Report as prepared by Coastland Civil Engineering and Adopt the Resolution of Intention to levy and collect assessments; and set the time and date of the required public protest hearing for the City of Willows Landscaping and Lighting Assessment District.

A RESOLUTION OF INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR FY 2020-21 FOR THE CITY OF WILLOWS LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND SETTING THE TIME AND DATE OF THE PUBLIC HEARING (PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972).

Action:

Motion: Council Member Hansen/Second: Council Member Mello

Moved to adopt a Resolution of Intention to Levy and collect annual assessments, preliminarily approving the Engineer's Report for FY 2020-21 for the City of Willows Landscaping and Lighting Assessment District and setting the time and date of the Public Hearing (pursuant to the Landscaping and Lighting Act of 1972).

The motion passed unanimously 5/0 carried by the following roll call vote:

AYES: Flesher, Hansen, Mello, Vice Mayor Domenighini, Mayor Warren

NOES:

ABSENT:

ABSTAIN:

8. Recess to Closed Session:

- a. PUBLIC COMMENT: Pursuant to Government Code Section 54954.3, the public will have an opportunity to directly address the legislative body on the item below prior to the Council convening into closed session. Public Comments are generally restricted to three minutes.
- b. CONFERENCE WITH LEGAL COUNCIL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9:
Number of Cases: 2
- c. CONFERENCE WITH LABOR NEGOTIATOR: Pursuant to Government Code Section 54957.6

Agency Negotiators:

Interim City Manager Wayne Peabody
Finance Director Tim Sailsbery
City Attorney Robert Hunt

Employee Organizations:

Willows Public Safety
Willows Employee Association
Non-Represented Employees

Council Entered into closed session at 7:11 p.m.

Council reconvened into open session at 7:50 p.m.

Announcement of any action taken in closed session:

Council gave direction to Labor Negotiations.

b. By motion, approve the Request for Proposal for Administrative Services for Grant No. 18-HOME-12557.

Action:

Motion: Council Member Hansen/Second: Council Member Flesher

Moved to approve the Request for Proposal for Administrative Services for Grant No. 18-HOME-12557.

The motion passed unanimously 5/0 carried by the following voice vote:

AYES: Flesher, Hansen, Mello, Vice Mayor Domenighini, Mayor Warren

NOES:

ABSENT:

ABSTAIN:

c. Consider postponement/continuance of Public Hearing regarding Sewer Rate Adjustment originally scheduled for May 21, 2020 at 6:00 p.m. Provide direction to staff regarding rescheduling of a Public Hearing.

Administrative Services Director Tim Sailsbery read a public comment sent by email from Forrest J. Sprague.

Action:

Motion: Vice Mayor Domenighini/Second: Council Member Hansen

Move to approve the continuance of the Public Hearing regarding the Sewer Rate Adjustment originally scheduled for May 21, 2020 to June 22, 2020 at 6:00 p.m. and with notification to all of those set forth in the staff report.

The motion passed unanimously 5/0 carried by the following voice vote:

AYES: Flesher, Hansen, Mello Vice Mayor Domenighini, May

NOES:

ABSENT:

ABSTAIN:

d. Staff is recommending appointment of a committee comprised of 2 members of the Council to review applications and/or conduct interviews and recommend appointments to the Library Board of Trustees at the June 23, 2020 City Council Meeting.

Council Members Joe Flesher and Larry Mello volunteered to review applications and/or conduct interviews for the recommendations to appoint 2 members to the Library Board of Trustees at the June 23, 2020 City Council Meeting.

- e. By motion, approve the Submittal of a Letter of Support to the Glenn County Planning Commission in favor of the West Hills Shooting and Training Facility and request that the Mayor sign and submit.

Action:

Motion: Council Member Mello/Second: Council Member Flesher

Moved to approve the Submittal of a Letter of Support to the Glenn County Planning Commission in favor of the West Hills Training Facility and request that the Mayor sign and submit.

The motion passed unanimously 5/0 carried by the following voice vote:

AYES: Flesher, Hansen, Mello, Vice Mayor Domenighini, Mayor Warren

NOES:

ABSENT:

ABSTAIN:

- f. Adopt a resolution entitled; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS ADOPTING A POLICY ENTITLED, PROHIBITION OF HARASSMENT, DISCRIMINATION AND RETALIATION.

Action:

Motion: Vice Mayor Domenighini/Second: Council Member Hansen

Moved to adopt a resolution entitled; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS ADOPTING A POLICY ENTITLED, PROHIBITION OF HARASSMENT, DISCRIMINATION AND RETALIATION.

The motion passed unanimously 5/0 carried by the following roll call vote:

AYES: Flesher, Hansen, Mello, Vice Mayor Domenighini, Mayor Warren

NOES:

ABSENT:

ABSTAIN:

7. Council/Staff Reports/Comments:

- a. Staff Reports/Comments:

- None

- b. City Council Reports Comments: Council gave comments/reports on activities and various meetings they attended.

9. Adjournment:

The Meeting was adjourned at 8:35 p.m.

Dated: May 13, 2020

Tara Rustenhoven, City Clerk



REGULAR BUSINESS

AGENDA ITEM

TO: Honorable Mayor Warren and Members of the Willows City Council
FROM: Wayne Peabody, Interim City Manager
SUBJECT: Retaining Cole Huber LLP as New City Attorney

RECOMMENDATION

By motion, retain the law firm of Cole Huber LLP as the new City Attorney for the City of Willows and execute the Cole Huber law firm's Legal Services Agreement before Council.

SITUATION:

As you know Robert Hunt, who has served as our City Attorney for the past five years has tendered his resignation, effective June 30th or earlier.

Pursuant to Government Code § 36505 the Council may appoint a City Attorney. The duties and responsibilities of the City attorney are generally set forth in Government Code §§ 41801 through 41805, and additional duties may be assigned by the Council.

The City Attorney serves at the pleasure and direction of the City Council and is not subject to appointment or removal by the City Manager.

Staff proposes the law firm of Cole Huber LLP to serve as the new Willow City Attorney. Cole Huber has offices in Roseville and Ontario, and serves as City Attorney or General Counsel to a number of cities, special districts and other local government agencies throughout the state. The firm currently has 12 attorneys with a wide range of experience and expertise in all areas of municipal law and litigation and is eminently well-suited to serve the needs of the City of Willows.

FINANCIAL CONSIDERATIONS:

The financial terms proposed by the Cole Huber firm are the same as those previously charged by Mr. Hunt. The hourly rate for lawyers is \$225, and for paralegals \$150 for paralegals, and usual and customary expenses are reimbursed.

ALTERNATIVES

1. By motion, retain the law firm of Cole Huber LLP as the new City Attorney for the City of Willows and execute the Cole Huber law firm's Legal Services Agreement before Council.

2. Search for another person or firm to serve as the City Attorney during which time Mr. Hunt will continue to serve.

RECOMMENDATION

By motion, retain the law firm of Cole Huber LLP as the new City Attorney for the City of Willows and execute the Cole Huber law firm's Legal Services Agreement before Council.

Respectfully submitted,



**Wayne Peabody
Interim City Manager**

Attachments:

- A Cole Huber Brochure**
- B: Cole Huber LLP Legal Services Agreement**



General Municipal Law

Cole Huber LLP has a distinguished depth of experience in the full range of legal issues affecting cities, counties, and special districts. We serve as city attorney and general counsel to a number of cities and special districts throughout the state. In these positions, we advise on the wide scope of legal issues that affect California local governments. Whether the issues involve traditional laws affecting municipal agencies or very specialized areas, our team of accomplished attorneys can provide your agency with effective and accurate counsel.

Our firm provides comprehensive services in the following areas:

- Brown Act
- Public Records
- Public Ethics
- Labor Negotiations
- Employment Law
- Environmental and Natural Resources
- Land Use and CEQA
- Code Enforcement
- Public Utilities
- Public Contracting

ADVANCING YOUR AGENDA



COLE | HUBER LLP
ATTORNEYS



Municipal Litigation

The litigators at Cole Huber LLP provide expert representation to cities, counties, and special districts, in all areas of litigation and administrative proceedings, throughout California. We have a demonstrated record of obtaining favorable results for our clients, whether through dispositive motions, alternative dispute resolution, or following bench or jury trials. Our team of accomplished attorneys are admitted to practice law before all state and federal trial and appellate courts.

Among the many types of cases we handle are those involving:

- Civil Rights and "Section 1983"
- Law Enforcement/Use of Force
- Municipal Torts
- Labor and Employment
- Environmental and Natural Resources
- Land Use and CEQA
- Code Enforcement/Nuisance Abatement

ADVANCING YOUR AGENDA



COLE | HUBER LLP
ATTORNEYS



Special Districts

Cole Huber LLP represents a wide range of special districts throughout California. Our municipal attorneys act as general or special counsels for agencies, advising on generally applicable municipal laws as well as the unique laws governing the particular districts.

The areas of law we cover are broad, and include:

- Brown Act, Public Records, and Open Government
- Public Ethics
- Employment Law
- Labor Negotiations
- Rate-Setting (Special Assessments and Fees)
- Environmental and Natural Resources
- Land Use and CEQA

ADVANCING YOUR AGENDA



Propositions 13, 26, and 218

The attorneys at Cole Huber LLP are very experienced in advising public agencies regarding the key initiatives that govern municipal finance in California. Our attorneys have handled several matters involving general and special taxes, special assessments, and fees, and we are well aware of the many nuances and interpretation questions that can arise when dealing with Propositions 13, 26, and 218.

Our firm can assist your agency in any of the following areas, along with many others:

- Choosing between taxes, special assessments, and fees
- Understanding the differences between general and special taxes
- Allocating special and general benefits with assessments
- Applying Proposition 218's limitations for "property related" fees
- Understanding the Proposition 26 standards for other types of fees
- Responding to initiatives and referenda concerning finance matters

ADVANCING YOUR AGENDA



colehuber.com

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Roseville, CA 95661

Phone 916.780.9009

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Ontario, CA 91761

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California Municipal Law Blog
colehuber.com/blog



@ColeHuberLLP



@ColeHuberLLP

**LEGAL SERVICES AGREEMENT BETWEEN
CITY OF WILLOWS AND COLE HUBER LLP
FOR LEGAL SERVICES**

THIS AGREEMENT for legal services is entered into by and between City of Willows, a municipal corporation in the State of California (hereinafter referred to as "Client") and Cole Huber LLP and any successor thereto (hereinafter referred to as "Law Firm"), as of May 26, 2020 (the "Effective Date").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to Client the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall continue until terminated by either party as set out in Section 7. 1.

1.2 Standard of Performance. Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged in the geographical area in which Law Firm practices its profession. Law Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm's profession.

1.3 Assignment of Personnel. Law Firm shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Client, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Law Firm shall, immediately upon receiving notice from Client of such desire of Client, reassign such person or persons.

1.4 Time. Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Law Firm's obligations hereunder.

SECTION 2. COMPENSATION. Client hereby agrees to pay Law Firm a sum not to exceed the amounts described in Exhibit B, notwithstanding any contrary indications that may be contained in Law Firm's proposal, for services to be performed and reimbursable costs incurred under this Agreement. Client shall pay Law Firm for services rendered pursuant to this Agreement at the time and in the manner set forth herein. Law Firm shall submit all invoices to Client in the manner specified herein.

2.1 Invoices. Law Firm shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and

reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion; and
- The total number of hours of work performed under the Agreement by Law Firm.

2.2 Monthly Payment. Client shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Client shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Law Firm.

2.3 Total Payment. Client shall pay for the services to be rendered by Law Firm pursuant to this Agreement. Except as authorized in advance by Client's representatives, Client shall not pay any additional sum for any expense or cost by Law Firm in rendering services pursuant to this Agreement.

2.4 Fees. Fees for work performed by Law Firm on an hourly basis shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit B.

2.5 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and expenses not listed in Exhibit B are not chargeable to the Client.

2.6 Payment of Taxes. Law Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Payment upon Termination. In the event that the Client or Law Firm terminates this Agreement pursuant to Sections 7 of this Agreement, the Client shall compensate the Law Firm for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Law Firm shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. Client shall make available to Law Firm only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

Client shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Law Firm's use while consulting with Client employees and reviewing records and the information in possession of the Client. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of Client. In no event shall Client be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Law Firm, at its own cost and expense, shall procure and maintain professional malpractice insurance in the amount of not less than \$2 million per occurrence throughout the term of this Agreement. Law Firm shall provide proof satisfactory to Client of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the Client, and that such insurance is in effect prior to commencing work under this Agreement. Law Firm shall maintain the insurance policy required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Variation. The Client may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the Client's interests are otherwise fully protected.

4.2 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Law Firm shall provide written notice to Client at Law Firm's earliest possible opportunity and in no case later than five days after Law Firm is notified of the change in coverage.

4.3 Remedies. In addition to any other remedies Client may have if Law Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Client may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies Client may have and are not the exclusive remedy for Law Firm's breach:

4.3.1. Order Law Firm to stop work under this Agreement or withhold any payment that becomes due to Law Firm hereunder, or both stop work and withhold any payment, until Law Firm demonstrates compliance with the requirements hereof; and/or

4.3.2 Terminate this Agreement.

SECTION 5. STATUS OF LAW FIRM.

5.1 Independent Contractor. At all times during the term of this Agreement, Law Firm shall be an independent contractor and shall not be an employee of Client. Client shall have the right to control Law Firm only insofar as the results of Law Firm's

services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise Client shall not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other Client, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Law Firm and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Client, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Client and entitlement to any contribution to be paid by Client for employer contributions and/or employee contributions for PERS benefits.

5.2 Law Firm, Not Agent. Except as Client may specify in writing or as provided by law, Law Firm shall have no authority, express or implied, to act on behalf of Client in any capacity whatsoever as an agent. Law Firm shall have no authority, express or implied, pursuant to this Agreement to bind Client to any obligation whatsoever.

5.3 California Tort Claims Act. Notwithstanding the foregoing provisions, should Law Firm or any of its attorneys, professionals, or staff be named as parties to any civil action or administrative proceeding brought by any third party, based on advice the Firm or such individuals have given to Client or actions they have taken on behalf of the Client, the Client shall defend and indemnify Law Firm and such individuals in the same manner in which it must defend Client employees pursuant to the California Tort Claims Act, California Government Code section 810 *et seq.* However, the Client shall have no duty to defend or indemnify Law Firm or any of its attorneys, professionals, or staff if the advice given or actions taken did not occur within the course and scope of their duties under this Agreement.

SECTION 6. LEGAL REQUIREMENTS.

6.1 Governing Law. The laws of the State of California shall govern this Agreement.

6.2 Compliance with Applicable Laws. Law Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

6.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Law Firm and any subcontractors shall comply with all applicable rules and regulations to which Client is bound by the terms of such fiscal assistance program.

6.4 Licenses and Permits. Law Firm represents and warrants to Client that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Law Firm represents and warrants to Client that Law Firm and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in

effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Client.

6.5 Nondiscrimination and Equal Opportunity. Law Firm shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement. Law Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Law Firm shall include the provisions of this Subsection in any subcontract approved by the Client Manager of this Agreement.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. Client may cancel this Agreement at any time and without cause upon written notification to Law Firm.

Law Firm may cancel this Agreement upon no less than 60 days' written notice to Client and shall include in such notice the reasons for cancellation.

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; Client, however, may condition payment of such compensation upon Law Firm delivering to Client any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Law Firm or prepared by or for Law Firm or the Client in connection with this Agreement.

7.2 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

7.3 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Client and Law Firm shall survive the termination of this Agreement.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Law Firm's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Client. Law Firm hereby agrees to deliver those documents to the Client upon termination of the Agreement. It is

understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Client and are not necessarily suitable for any future or other use. Client and Law Firm agree that, until final approval by Client, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

8.2 Law Firm's Books and Records. Law Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Client under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Law Firm to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Law Firm to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Client.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Glenn or in the United States District Court, Eastern District of California.

9.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.6 Conflict of Interest. Law Firm may serve other clients, but none whose activities within the corporate limits of Client or whose business, regardless of location, would place Law Firm in a "conflict of interest," as that term is defined in the rules of

professional responsibility governing Law Firm's profession, unless such conflict may be waived by Client and Client chooses to waive such conflict in writing.

Law Firm shall not employ any Client official in the work performed pursuant to this Agreement. No officer or employee of Client shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Law Firm hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the Client. If Law Firm was an employee, agent, appointee, or official of the Client in the previous twelve months, Law Firm warrants that it did not participate in any manner in the forming of this Agreement. Law Firm understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Law Firm will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Law Firm will be required to reimburse the Client for any sums paid to the Law Firm. Law Firm understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

9.8 Solicitation. Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.9 Notices.

Any written notice to Law Firm shall be sent to:

Cole Huber LLP
Attn: Derek P. Cole
2281 Lava Ridge Court, Suite 300
Roseville, CA 95661

Any written notice to Client shall be sent to:

City of Willows
Attn: City Manager
201 North Lassen St.
Willows, CA 95988

9.10 Integration. This Agreement, including the attachments, represents the entire and integrated agreement between Client and Law Firm and supersedes all prior negotiations, representations, or agreements, either written or oral.

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.12 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

CLIENT

LAW FIRM

CITY OF WILLOWS,
a municipal corporation

COLE HUBER LLP

By: _____
Kerri Warren, Mayor

By _____
Scott E. Huber, Partner

EXHIBIT A

SCOPE OF WORK

The following services shall be provided under this Agreement:

CLIENT ATTORNEY SERVICES

Law Firm shall provide all general counsel services customarily provided to public agencies such as Client, which include the following:

- Attend Client Council meetings, committee meetings, staff and other meetings as requested;
- Review and approve all ordinances, resolutions and agendas prior to posting or submission to Council;
- Regularly communicate with the Client Council, Client Manager, department heads and designated staff;
- Coordinate timely responses and production to all Public Records Requests;
- Advise regarding Brown Act requirements and parliamentary procedures governing public meetings;
- Advise regarding compliance with the Political Reform Act, and other ethics statutes, regulations, and rules;
- Draft and review municipal ordinances and resolutions;
- Draft and review Client contracts;
- Advise regarding real property acquisitions, easements, and dedications;
- Advise regarding tort claims and liability exposure;
- Provide guidance on personnel matters, including employee discipline and separations;
- Ensure compliance with general plan, zoning, and other land use requirements for both Client and private party-initiated actions and applications;
- Advise about the requirements of the California Environmental Quality Act and other environmental laws and regulations;
- Advise regarding code enforcement and building code matters;
- Provide opinions regarding municipal and other legal matters as directed by the Client Council and Client administration;
- Monitor and advise regarding the adoption of new federal and state laws and regulations;
- Manage outside legal counsel; and
- Communicate with the press when directed by the Mayor or Client Manager.

LITIGATION SERVICES

Upon authorization by the Client Council, Law Firm shall represent Client in any judicial action or any administrative proceeding (which include but not are limited to employee arbitrations¹ and Public Employee Relations Board hearings). Representation of Client shall include:

- Drafting of pleadings, motions, memoranda, court forms, and other litigation documents
- Research and analysis of claims, defenses, and remedies
- Drafting and responding to discovery pleadings
- Coordinating, reviewing, and summarizing discovery and document productions
- Depositions, including witness preparation and preparation of post-deposition summaries
- Preparation of administrative records
- Meetings with client representatives, opposing counsel, and others concerning the litigation
- Trial and trial preparation
- Attendance and preparation for court hearings
- Other tasks necessary to the successful completion of the litigation

¹ Any services provided by Law Firm in relation to “Skelly” hearings and other informal employee conferences shall be considered Client Attorney services and billed as such.

EXHIBIT B
COMPENSATION

Client shall compensate Law Firm as follows:

Client Attorney Services

Client shall pay Law Firm an hourly rate of \$225 for attorneys and \$150 for paralegals.

Law Firm shall charge 50% of the hourly rate for attorney travel to and from the Client. Should Law Firm believe the number of hours for "Client Attorney Services" in any month shall exceed 30 hours, it shall advise the Client Manager of the need for such additional hours and estimate the number of additional hours necessary to complete such work in that month. Law Firm thereafter shall not undertake any work beyond 30 hours in one month unless authorized to do so by the Client Manager.

Paralegal work for "Client Attorney Services" shall be charged at \$150 per hour. Prior to undertaking any paralegal work for such services, Law Firm shall advise the Client Manager of the need or benefit for such work, provide an estimate of the total number of hours necessary for the paralegal work, and obtain the Client Manager's consent prior to the paralegal work proceeding.

For purposes of recording its time, Law Firm shall bill only its actual time to the tenth of the hour (i.e., 6-minute increments).

Law Firm shall also be reimbursed for expenses advanced on the Client's behalf. These expenses include:

| | |
|---|--|
| Duplication (for 100 pages or more in any single month) | \$0.10/page |
| Vehicle travel (for non-standard trips exceeding 150 miles from our Roseville office) | Applicable IRS rate per mile x number of miles |
| Extraordinary postage or overnight delivery costs | Actual Cost |

Litigation Services

If retained by the Client for any judicial or administrative proceeding, Law Firm would charge the Client the following rates:

| | |
|--|---------------|
| Lead/Trial Attorneys/Partners Rate: | \$225.00/hour |
| Associate Attorneys Rate: | \$200.00/hour |
| Paralegals: | \$150.00/hour |

Hourly rates would be charged for customary attorney and paralegal services related to litigation. Those services include:

- Drafting of pleadings, motions, memoranda, court forms, and other litigation documents
- Research and analysis of claims, defenses, and remedies
- Drafting and responding to discovery pleadings
- Coordinating, reviewing, and summarizing discovery and document productions
- Depositions, including witness preparation and preparation of post-deposition summaries
- Preparation of administrative records
- Meetings with client representatives, opposing counsel, and others concerning the litigation
- Trial and trial preparation
- Attendance and preparation for court hearings
- Other tasks necessary to the successful completion of the litigation

For litigation services, the firm would also include on monthly invoices reimbursement of necessary costs incurred for the following:

- Court filing fees
- Attorney services (includes service of process fees, arbitrators, and mediators)
- Messenger services
- Westlaw research outside of our prepaid service fee
- Fed-Ex, OnTrac Overnight, or other one-day delivery services
- Reasonable travel expenses and parking fees
- Actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page if performed in-house
- Any other expense not listed above that becomes necessary for the successful resolution of a client matter

May 26, 2020

AGENDA ITEM

TO: Honorable Mayor Warren and Members of City Council

FROM: Karen Mantele, Principal Planner

SUBJECT: California Department of Housing & Community Development/Division of Housing Policy Development LEAP (Local Early Action Planning) Grant

RECOMMENDATION

Adopt the attached resolution requesting a grant from the California Department of Housing and Community Development (HCD)/Division of Housing Policy Development (HPD) for preparation of a Housing Element Update for the City of Willows

SUMMARY

On January 27, 2020, the State of California, Department of Housing and Community Development (HCD)/Division of Housing Policy Development (HPD) underneath the Local Early Action Planning Grants (LEAP) provisions pursuant to Health and Safety Code Sections 50515 through 50515.05, announced the release of a NOFA (Notice of Funding Availability) for approximately \$119,040,000.

LEAP is made available as a portion of the Local Government Planning Supports Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515.03 (Chapter 159, Statutes of 2019). The program provides funding to jurisdictions for the preparation and adoption of planning documents, with the over-arching goals of the Program to (1) accelerate housing production; and (2) facilitate compliance to implement the sixth cycle of the RHNA. Eligible activities must demonstrate an increase in housing related planning activities and facilitate housing production.

The LEAP program is part of the broader Program formerly known as the Local Government Planning Support Grants Program, which was established as part of the 2019-2020 Budget Act. The ACT provides a spectrum of support, incentives, resources, and accountability to meet California's housing goals. This Program provides one-time grant funding to regions and jurisdictions for technical assistance, preparation and adoption of planning documents, and process improvements. Based upon the City's population size of less than 20,000, the maximum award amount is \$65,000. The deadline to apply for funding under this Program is July 1, 2020 with an expenditure deadline of December 31, 2023.

FINANCIAL CONSIDERATIONS

None at this time, funding is contingent upon successful application for LEAP program funds made available through the State Department of Housing & Community Development (HCD)/Division of Housing Policy Development.

RECOMMENDATION

Adopt the attached resolution requesting a grant from the California Department of Housing and Community Development/Division of Housing Policy Development for preparation of a Housing Element Update for the City of Willows.

Respectfully submitted,



Karen Mantele
Principal Planner

Approved by:



Wayne Peabody
Interim City Manager

Attachment:

1. Draft Resolution

CITY OF WILLOWS RESOLUTION

NO. _____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of Willows desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions.

Now, therefore, the City Council of the City of Willows ("Applicant") resolves as follows:

SECTION 1. The Interim City Manager is hereby authorized and directed to apply for and submit to the Department the Application package; and

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the Interim City Manager of the City of Willows is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of 65,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

PASSED AND ADOPTED ON this 26th day of May, 2020, by the City Council of the City of Willows by the following vote count:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST: Tara Rustenhoven, City Clerk
[Signature of Attesting Officer]

APPROVED: Kerri Warren, Mayor

AGENDA ITEM

TO: Wayne Peabody, Interim City Manager
FROM: Tim Sailsbery, Administrative Services Director
SUBJECT: Confirm Date and Time for Budget Workshop

RECOMMENDATION

Set Date and Time for the Budget Workshop for the Week of June 1

SITUATION (or BACKGROUND):

Staff requests that a special meeting set up in a budget workshop format be set for the week of June 1.

NOTIFICATION

Special Meeting Agenda will be posted at least 24 hours prior to meeting

ALTERNATE ACTIONS

RECOMMENDATION

Set Date and Time for the Budget Workshop for the Week of June 1

Respectfully submitted,

/s/ Tim Sailsbery

Tim Sailsbery
Administrative Services Director

AGENDA ITEM

TO: Wayne Peabody, Interim City Manager
FROM: Tim Sailsbery, Administrative Services Director
SUBJECT: Interim Community Service Director

RECOMMENDATION

By Motion Direct the Interim City Manager to enter into an agreement with Coastland Civil Engineering and Negotiate Duration, and Conditions of the Agreement.

SITUATION (or BACKGROUND):

With the soon retirement of Community Service Director Steve Soeth and the hiring freeze placed on all open positions in the City. Staff is requesting that this key position be placed under contract as an interim position.

The City staff reached out to Coastland Civil Engineering to see if they may have had any personnel that would be available to fill such a position for a period of one year staffing on a one to two day per week basis to assist in Department matters with respect to Public works, Engineering and building departments.

As such, Staff has reviewed and interview the candidate for the position. Staff recommends that we enter into special contract for engineering and administrative service with Coastland Civil Engineering.

FINANCIAL CONSIDERATION

Contract is based on a negotiated hourly rate of \$143 for 16 hours a week. As this is a key position, we would not anticipate a large cost savings

NOTIFICATION

Willows Public Work

ALTERNATE ACTIONS

1. Approve as Proposed
2. Seek Further Information
3. Decline Proposed

RECOMMENDATION

By Motion Direct the Interim City Manager to enter into an agreement with Coastland Civil Engineering and Negotiate Duration, and Conditions of the Agreement

May 26, 2020

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Wayne Peabody". The signature is fluid and cursive, with the first name "Wayne" being more prominent than the last name "Peabody".

Wayne Peabody
Interim City Manager

Attachments:

Engineering and Administrative Service Agreement

ENGINEERING and ADMINISTRATIVE SERVICES AGREEMENT

This Engineering and Administrative Services Agreement (the "Agreement") is made and entered into this ____ day of _____, ____ by and between the City of Willows a California Municipal Corporation, 201 North Lassen Street, Willows California, 95988, hereinafter referred to as "Agency", and Coastland Civil Engineering, a California Corporation, hereinafter referred to as "Consultant." Agency and Consultant may be individually referred to as a "Party" and jointly as the "Parties."

RECITALS

WHEREAS, the Agency is in need of professional engineering services associated with the in-house Engineering and Administration in the City; and

WHEREAS, Consultant is in the business of providing, and has all of the facilities, tools equipment and personnel with the education, experience and knowledge necessary to provide the professional engineering, Engineering and Administration services to Agency as contemplated herein; and

WHEREAS, Consultant offers to provide Engineering and Administrative services for Agency, as further described below; and

WHEREAS, the City Council on May __, 2020 authorized execution of this Agreement on behalf of the Agency in accordance with Government Code § 37103 and/or other applicable law,

NOW, THEREFORE, in consideration of the respective covenants and commitments of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

1. DESCRIPTION OF SERVICES

The services to be performed under this Agreement (the "Services") include providing staffing on a two- to three-day-per-week basis to assist in Department matters with respect to Public Works, Engineering and Building sectors of the department as further described in the Consultant's Scope of Work attached as Exhibit A.

2. TERM & TERMINATION

A. Term. The Agreement term will commence on July 1, 2020 and expire on June 30, 2021 unless the Agreement term is amended, or the Agreement is terminated in accordance with its terms.

B. Termination. Either Party may terminate this Agreement upon no less than sixty (60) days written notice to the other Party. Either Party wishing to not renew this Agreement upon its expiration shall provide the other Party no less than sixty (60) days written notice. Consultant shall continue to provide the Services through the date of termination.

C. Termination Compensation. In the event of termination of this Agreement, Consultant shall be entitled to compensation as set forth in Section 3 below.

3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

Agency agrees to pay Consultant for Services that are performed in accordance with this Agreement on a time and materials basis. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to the Agency and list the Services performed and the amounts to be paid. In no event will the Agency's obligation to pay the Consultant under this Agreement exceed \$ _____, (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where this Agreement provides for compensation on a time and materials basis, Consultant shall maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to Agency during normal business hours upon reasonable notice. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

4. INDEPENDENT CONTRACTOR

Consultant enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Consultant consider Agency to be an employer, partner, agent, joint venture or principal. Agency and its directors, agents, attorneys or representatives shall not, for any purpose or reason whatsoever, claim or imply that Consultant is an employee, partner, agent, joint venture or principal of Agency. Neither Consultant nor its employees shall be entitled to any benefits of employment, including without limitation, workers' compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's sole expense and in Consultant's name, such statutory benefits as required and discretionary benefits as it elects to its employees. Consultant shall at all times, at its sole expense, obtain and maintain in effect all such license and permits usual or necessary to perform the services contemplated under this Agreement.

5. SUBCONTRACTING

Consultant may not subcontract the performance of any part of the Services without the prior written consent of the Agency. If allowed, the Consultant will be solely responsible for

payment and all other obligations incurred for such subcontract services. No employment or contractual relationship of any nature will exist between any such subcontractors of the Consultant and the Agency.

6. STANDARD OF PERFORMANCE

Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant will comply with federal, state and local laws applicable to performance of the Services.

7. INDEMNIFICATION

Consultant agrees to indemnify, defend with counsel acceptable to Agency, and hold harmless Agency and its officers, officials, employees and agents from and against any and all liability, loss, damage, claims, expenses, and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of Agency. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. The duty to indemnify, including the duty and the cost to defend, is limited as provided herein. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the Agency, Consultant shall indemnify, defend, and hold harmless the Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its agency.

8. INSURANCE

Before commencing performance of the Services Consultant, at its own cost and expense, must: a) procure and maintain in force "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and b) submit to the Agency certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to the Agency.

Consultant shall, at its sole cost and expense, provide and maintain Workers' Compensation coverage for all Consultant employees as required by California Labor Code §

3700. The insurance must be endorsed to waive all rights of subrogation against the Agency and its officials, officers, employees, and volunteers for loss arising from or related to the Services.

Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Required commercial general coverage shall be per current ISO form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000) per occurrence. Automobile coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

- a. Agency and its officials, officers, employees, and agents shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage may contain no special limitations on the scope of protection afforded to Agency or its officials, officers, employees, agents, or volunteers.
- c. Required insurance coverage must be primary insurance with respect to the Agency and its officials, officers, employees and volunteers. No insurance or self-insurance maintained by the Agency may be called upon to contribute to a loss under the coverage.
- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to Agency and its officers, employees, agents, and volunteers.
- e. Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) annual aggregate covering errors and omissions and containing a cross liability or severability of interest clause acceptable to the Agency. Any deductible or self-insured retention under the required professional liability insurance may not exceed \$150,000 per claim.

All insurance required under this Agreement must be placed with insurers authorized to do business in the State of California with a Bests' rating of no less than A:VII unless otherwise approved by the Agency.

The Agency may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the Agency interests are otherwise fully protected.

9. NON-DISCRIMINATION

During the performance of this Agreement, the Consultant and its Subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, nation origin, physical disability (including HIV and AIDS), mental disability, mental condition (cancer), age (over 40), marital status, and denial of family care leave. Consultants and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Consultants and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900.0 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a party hereof as if set forth in full. Consultant and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

10. BUSINESS LICENSE

Before the Agency will issue a notice to proceed with the Services, Consultant and any subcontractors must acquire at their sole expense a business license from the Agency in accordance with Title 5, Chapter 5.05.040 of the Willows Municipal Code. Such licenses must be kept valid throughout the Agreement term.

11. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the Agency. Any modification or reuse of such documents by the Agency without Consultant's prior written consent will be at the Agency's sole risk. Except as may be otherwise required by law, Consultant will disclose no

data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of the Agency.

12. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon Agency, Consultant, and their successors. Except as otherwise provided herein, neither Agency nor Consultant may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

13. REPRESENTATIVES

The Agency representative for purposes of this Agreement will be Wayne Peabody, Interim City Manager. The Consultant representative for purposes of this Agreement will be John Wanger. The Parties designated representatives will be the primary contact persons regarding the performance of the Services. The Parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

14. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the Agency.

15. CONFLICT OF INTEREST PROHIBITION

Agency and Consultant will comply with the requirements of the Agency's Conflict of Interest Code adopted pursuant to the provisions of California Government Code Section 87300 and following, the Political Reform Act (California Government Code Section 81000 and following), the regulations promulgated by the Fair Political Practices Commission (Title 2, Section 18110 and following of the California Code of Regulations), California Government Code Section 1090 and following, and any other ethics laws applicable to the performance of the Services and/or this Agreement.

The Consultant may not perform services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Consultant's obligations pursuant to this Agreement. The Consultant agrees to cooperate fully with the Agency and to provide any necessary and appropriate information requested by the Agency or any authorized representative concerning potential conflicts of interest or prohibitions concerning the Consultant's obligations pursuant to this Agreement.

Consultant may not employ any Agency official, officer or employee in performance of the Services, nor may any official, officer or employee of the Agency have any financial interest in this Agreement that would violate California Government Code Section 1090 and following.

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the Agency. If Consultant was an employee, agent, appointee, or official of the Agency in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code Section 1090 and following, the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse the Agency for any sums paid to the Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by the Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the Agency reserves all its rights and remedies at law and equity concerning any such violations.

16. RETENTION OF RECORDS / AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. Seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 10532, the Consultant, Subcontractors and the Agency shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The state, the State Auditor, the Agency, FHWA or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

17. CONSULTANT'S ENDORSEMENT ON PS&E/OTHER DATA

The responsible Consultant/Engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration.

18. GOVERNING LAW, VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and the interpretation of this Agreement. Venue for any action to enforce any rights or obligations under this Agreement shall be Superior Court of California in the County of Glenn.

19. RECOVERY OF ATTORNEY'S FEES

If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

20. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on this _____ day of May 2020.

AGENCY

CONSULTANT

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

By: _____
Tara Rustenhoven, City Clerk

APPROVED AS TO FORM:

By: _____
Robert Hunt, City Attorney

Exhibits: Exhibit A – Scope of Work

EXHIBIT A

SCOPE OF WORK

The work associated with this contract include providing a senior level staff member to assist the Agency in providing necessary services to assist in the operation of the Agency's Community Development Services Department. Services anticipated include assistance with the Agency's Public Works, Engineering and Building services. It is anticipated that services will be provide on a time and materials basis for two to three days per week for the length of the agreement or until the Agency is able to hire staff.

The person provided by the Consultant to provide these services is Royce Cunningham, a Supervising Engineer with the Consultant. Mr. Cunningham is a registered civil engineer (Registration No. 41985) and has over 35 years of experience providing a wide variety of engineering services over his career.

Mr. Cunningham's time will be billed at \$143.00 per hour. It is understood that this rate only applies to the services associated with this Agreement. Services provided outside of this agreement will be billed at the Consultant's Schedule of Hourly Rates. In addition to charges associate with the time spent at Agency offices, for those days when Mr. Cunningham is at the Agency offices and travel time is required, the Agency and Consultant will split costs associated with travel time (the Agency shall pay one way and Consultant shall be responsible to pay for the other way.) Travel time in one direction will not exceed 2 hours.

AGENDA ITEM

TO: Wayne Peabody, Interim City Manager
FROM: Tim Sailsbery, Administrative Services Director
SUBJECT: Engineering, Building Plan Review, Fire Plan Review and On Call Building Inspection-Award of Contract

RECOMMENDATION

Adopt the Resolution of the City Council of the City of Willows Awarding a Contract for Comprehensive Engineering, Building Plan Review, Fire Plan Review, and Building Inspection Services to Coastland Engineering and Direct the Interim City Manager to Negotiate Final Terms, Duration, and Conditions of the Agreement.

SITUATION (or BACKGROUND):

By initiation of the Interim City Manager and concurrence of Council, Staff has embarked on a review of a number of existing professional services contracts for possible RFP. The RFP for comprehensive planning services was brought before Council on March 24, and the RFP was approved for distribution

The City received four proposals (CSG, Coastland, Interwest, and Willdan). The Interim City Manager, Community Development Services Director, and Administrative Services Director independently reviewed the RFP and the respondents' submittals and provided a ranking of the three responsive bidders (a fourth was deemed non-responsive as it did not have engineering services included in the proposal). The consensus opinion is to award the contract for services to Coastland.

As such, Staff recommends that the contract for Engineering, Building Plan Review, Fire Plan Review, and Building Inspection Services be awarded to Coastland.

FINANCIAL CONSIDERATION

Budget to be established for General Fund services for 2020-21. Developer originated services handled through the Pass-Through Agreement (PTA) deposit process. Special revenue activity will be processed via the funding and/or grant source.

NOTIFICATION

All Bidders Upon Council Adoption

ALTERNATE ACTIONS

1. Adopt Resolution as Proposed
2. Table Resolution and Seek Further Information
3. Decline to Adopt Resolution

RECOMMENDATION

Adopt the Resolution of the City Council of the City of Willows Awarding a Contract for Comprehensive Engineering, Building Plan Review, Fire Plan Review, and Building Inspection Services to Coastland Engineering and Direct the Interim City Manager to Negotiate Final Terms, Duration, and Conditions of the Agreement.

Respectfully submitted,

/s/ Tim Sailsbery

Tim Sailsbery
Administrative Services Director

Attachments:

Resolution

**CITY OF WILLOWS
RESOLUTION NO. -2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS
AWARDING A CONTRACT FOR ENGINEERING, BUILDING PLAN REVIEW, FIRE
PLAN REVIEW, AND BUILDING INSPECTION SERVICES TO COASTLAND CIVIL
ENGINEERING AND DIRECT THE INTERIM CITY MANAGER TO NEGOTIATE
FINAL TERMS, DURATION, AND CONDITIONS OF THE AGREEMENT**

WHEREAS, The City Council of the City of Willows desires to routinely review and update professional services agreements via the Request for Proposal Process; and

WHEREAS, The City of Willows has contracted with Coastland for approximately 13 years for various engineering and inspection services; and

WHEREAS, Approval to commence Request for Proposal for comprehensive professional planning services was approved by the City Council of the City of Willows on March 24, 2020; and

WHEREAS, The City of Willows conducted advertising, proposal acceptance, and proposal review of proposing parties.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Willows hereby awards the contract for engineering, building plan review, fire plan review and building inspection services to Coastland.

BE IT FURTHER RESOLVED that the City Council of the City of Willows directs the Interim City Manager to negotiate final terms, duration, and conditions of the agreement

PASSED AND ADOPTED by the City Council of the City of Willows this 26th day of May, 2020, by the following vote:

AYES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Kerri Warren, Mayor

Tara Rustenhoven, City Clerk