



Willows City Council Regular Meeting

July 13, 2021
Willows City Hall
7:00 p.m.

Agenda

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

City Council
Larry Domenighini, Mayor
Gary Hansen, Vice Mayor
Kerri Warren, Council Member
Joe Flesher, Council Member
Jeff Williams, Council Member

Interim City Manager
Wayne Peabody

City Clerk
Tara Rustenhoven

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

a. **Public Comments:**

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 a majority consensus of the Council directs staff to place the item on a future agenda. Public is advised to limit discussion to one presentation per individual. While not required, please state your name and address for the record. (Oral communications will be limited to three minutes)

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 Z44966-Z44978, Z44980-Z45033, 38913-38931, 051232-051303.
- b. Approval of minutes of the Regular City Council Meeting held on June 8, 2021.
- c. Approval of minutes of the Special City Council Meeting held on June 22, 2021.
- d. Approval of minutes of the Regular City Council Meeting held on June 22, 2021.
- e. Approval of minutes of the Special City Council Meeting held on June 29, 2021.

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, adopt a resolution entitled; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.**
- b. By motion, approve the list of activities and direct staff to provide the full allocated funds to the Willows Chamber of Commerce.
- c. By motion, adopt a resolution entitled; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING THE AGREEMENT FOR DISPATCH SERVICES BETWEEN THE CITY OF WILLOWS AND CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR SERVICES FROM JULY 1, 2021 TO JUNE 30, 2022.**
- d. By motion, adopt a resolution entitled; **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, APPOINTING A NEW INTERIM CITY MANAGER AND APPROVING A RELATED INTERIM CITY MANAGER EMPLOYMENT AGREEMENT.**

7. COUNCIL/ STAFF REPORTS/COMMENTS

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

8. 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 §54956.9 (b)
Number of Cases: One (1)

9. ADJOURNMENT

This agenda was posted on July 8, 2021


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

06/17/2021 TO 07/09/2021

Payroll Direct Deposit	Z44966	TO	Z44978
	Z44980	TO	Z44991
	Z44992	TO	Z45033

General Checking	38913	TO	38924
	38925	TO	38931

Check Register	051232	TO	051303
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APPROVAL DATE 07/13/2021

APPROVED _____

REPORT.: 06/23/21
 RUN...: 06/23/21 Time: 10:25
 Run By.: Katie Childress

CITY OF WILLOWS
 Check Register

Check Number	Date	Payroll Date	**Employee** Num Name	Actual Period	Fiscal Period	Gross Amount
Z44966	06/25/21	06/20/21	CHI00 CHILDRESS, KATIE LREANN	06-21	12-21	1743.60
Z44967	06/25/21	06/20/21	RUS01 RUSTENHOVEN, TARA L	06-21	12-21	1935.71
Z44968	06/25/21	06/20/21	EHO00 EHORN, MARIA ANNETTE	06-21	12-21	1984.71
Z44969	06/25/21	06/20/21	BIA00 BIANCHINI, ANN L	06-21	12-21	56.00
Z44970	06/25/21	06/20/21	BOW00 BOWERS, LINDA S	06-21	12-21	252.00
Z44971	06/25/21	06/20/21	BRI00 BRIONES, BRENDA VALENZU	06-21	12-21	273.00
Z44972	06/25/21	06/20/21	DUN00 DUNCAN, ROSE A	06-21	12-21	1624.09
Z44973	06/25/21	06/20/21	ESP00 Espeland, Sam Kinsey	06-21	12-21	154.00
Z44974	06/25/21	06/20/21	OLI00 OLIVER, LINDA F	06-21	12-21	189.00
Z44975	06/25/21	06/20/21	RAN00 RANDOLPH, ABIGAIL S	06-21	12-21	371.00
Z44976	06/25/21	06/20/21	SIL00 SILVA, EMILY M	06-21	12-21	126.00
Z44977	06/25/21	06/20/21	SPE02 SPENCE, KYLIEGH C	06-21	12-21	378.00
Z44978	06/25/21	06/20/21	VAR00 Vargas, Giovanni	06-21	12-21	525.00
Z44980	06/25/21	06/20/21	HUT04 HUTSON, KRISTINA RENEE	06-21	12-21	394.68
Z44981	06/25/21	06/20/21	ABO00 ABOLD, STEVEN B	06-21	12-21	1802.57
Z44982	06/25/21	06/20/21	MCM00 MCMAHON, SHARON M	06-21	12-21	188.16
Z44983	06/25/21	06/20/21	SEN00 SENGSMANY, SITXAY	06-21	12-21	768.00
Z44984	06/25/21	06/20/21	VAS01 VASQUEZ, PEDRO CEASAR	06-21	12-21	2433.84
Z44985	06/25/21	06/20/21	ENO00 ENOS, KYLE	06-21	12-21	2054.63
Z44986	06/25/21	06/20/21	PEA04 PEABODY, ROBERT WAYNE	06-21	12-21	4400.54
Z44987	06/25/21	06/20/21	PET02 PETERSEN, MATTHEW	06-21	12-21	1898.27
Z44988	06/25/21	06/20/21	CAR03 CARLSON, JOSHUA D	06-21	12-21	1501.85
Z44989	06/25/21	06/20/21	MIN00 MINGS, MICHAEL E	06-21	12-21	1501.85
Z44990	06/25/21	06/20/21	PFY00 PFYL, NATISA N	06-21	12-21	2999.05
Z44991	06/25/21	06/20/21	BOB00 BOBADILLA, PEDRO D	06-21	12-21	304.00

 29859.55
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REPORT : 07/07/21
 RUN... : 07/07/21 Time: 10:26
 Run By : Katie Childress

CITY OF WILLOWS
 Check Register

Check Number	Date	Payroll Date	**Employee** Num	Name	Actual Period	Fiscal Period	Gross Amount
Z44992	07/09/21	07/04/21	WIL02	WILLIAMS, JEFF	07-21	01-22	250.00
Z44993	07/09/21	07/04/21	CHI00	CHILDRRESS, KATIE LEEANN	07-21	01-22	1743.87
Z44994	07/09/21	07/04/21	DOM00	DOMENIGHINI, LARRY A	07-21	01-22	250.00
Z44995	07/09/21	07/04/21	FLE02	FLESHER, JOE A	07-21	01-22	250.00
Z44996	07/09/21	07/31/21	GRI02	GRIFFITH, ROBERT	07-21	01-22	50.00
Z44997	07/09/21	07/04/21	HAN02	HANSEN, GARY L	07-21	01-22	250.00
Z44998	07/09/21	07/31/21	HAN06	HANSEN, JOSE	07-21	01-22	50.00
Z44999	07/09/21	07/31/21	MUL00	MULLER, HILGARD N	07-21	01-22	50.00
Z45000	07/09/21	07/04/21	RUS01	RUSTENHOVEN, TARA L	07-21	01-22	1935.76
Z45001	07/09/21	07/04/21	WAR02	WARREN, KERRI LYNN	07-21	01-22	250.00
Z45002	07/09/21	07/31/21	WOO00	WOODS, CANDIS K	07-21	01-22	50.00
Z45003	07/09/21	07/04/21	EHO00	EHORN, MARIA ANNETTE	07-21	01-22	2205.25
Z45004	07/09/21	07/04/21	BOW00	BOWERS, LINDA S	07-21	01-22	252.00
Z45005	07/09/21	07/04/21	BR100	BRIONES, BRENDA VALENZU	07-21	01-22	168.00
Z45006	07/09/21	07/04/21	DUN00	DUNCAN, ROSE A	07-21	01-22	1556.31
Z45007	07/09/21	07/04/21	ESP00	Espeland, Sam Kinsey	07-21	01-22	287.00
Z45008	07/09/21	07/04/21	OLI00	OLIVER, LINDA F	07-21	01-22	252.00
Z45009	07/09/21	07/04/21	RAN00	RANDOLPH, ABIGAIL S	07-21	01-22	112.00
Z45010	07/09/21	07/04/21	SIL00	SILVA, EMILY M	07-21	01-22	168.00
Z45011	07/09/21	07/04/21	SPE02	SPENCE, KYLIEGH C	07-21	01-22	364.00
Z45012	07/09/21	07/04/21	VAR00	Vargas, Giovanni	07-21	01-22	518.00
Z45013	07/09/21	07/04/21	BER02	Berglund, Adessa	07-21	01-22	255.60
Z45014	07/09/21	07/04/21	BOB00	BOBADILLA, PEDRO D	07-21	01-22	50.00
Z45015	07/09/21	07/04/21	BOB01	Bobadilla, Tristan	07-21	01-22	18.00
Z45016	07/09/21	07/04/21	COB00	Cobb, Trinity	07-21	01-22	212.40
Z45017	07/09/21	07/04/21	FLE03	Fleck, Jeff Anton	07-21	01-22	175.00
Z45018	07/09/21	07/04/21	FLO00	Flowerdew, Nick	07-21	01-22	255.60
Z45019	07/09/21	07/04/21	HUT04	HUTSON, KRISTINA RENEE	07-21	01-22	623.42
Z45020	07/09/21	07/04/21	JAC00	Jackson, Taylor	07-21	01-22	255.60
Z45021	07/09/21	07/04/21	MAG00	MAGHAN, CLAIRE R	07-21	01-22	303.57
Z45022	07/09/21	07/04/21	TAY05	Taylor, Lauren	07-21	01-22	165.60
Z45023	07/09/21	07/04/21	ABO00	ABOLD, STEVEN B	07-21	01-22	1856.72
Z45024	07/09/21	07/04/21	MCM00	MCMAHON, SHARON M	07-21	01-22	188.16
Z45025	07/09/21	07/04/21	VAS01	VASQUEZ, PEDRO CEASAR	07-21	01-22	2260.91
Z45026	07/09/21	07/04/21	ENO00	ENOS, KYLE	07-21	01-22	1966.06
Z45027	07/09/21	07/04/21	PEA04	PEABODY, ROBERT WAYNE	07-21	01-22	5105.72
Z45028	07/09/21	07/04/21	PET02	PETERSEN, MATTHEW	07-21	01-22	1809.69
Z45029	07/09/21	07/04/21	STE05	STEPHENS, KYRA	07-21	01-22	1098.24
Z45030	07/09/21	07/04/21	CAR03	CARLSON, JOSHUA D	07-21	01-22	1926.34
Z45031	07/09/21	07/04/21	MIN00	MINGS, MICHAEL E	07-21	01-22	1926.34
Z45032	07/09/21	07/04/21	PFY00	PFYL, NATISA N	07-21	01-22	2536.89
Z45033	07/09/21	07/04/21	SEN00	SENGMANY, SITXAY	07-21	01-22	640.00

 34642.05
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REPORT.: 06/23/21
RUN ON.: 06/23/21 Time: 11:03
RUN BY.: Katie Childress

CITY OF WILLOWS

PAGE: 001
ID #: SPVR
CTL.: WIL

Vendor Check Register Print

Number	Date	Vendor/Organization	Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid
38913	06/23/21	EDD01 EMPLOYMENT DEVELOP.DEPT.	C10623	06/23/21	STATE INCOME TAX	06-21	535.60	535.60
38914	06/23/21	EDD02 EMPLOYMENT DEVELOPMENT DEP	C10623	06/23/21	SDI	06-21	346.85	346.85
38915	06/23/21	ICM01 ICMA RETIREMENT TRUST 457	C10623	06/23/21	DEFERRED COMP - ICMA	06-21	411.11	411.11
38916	06/23/21	NAT00 NATIONWIDE RETIREMENT SOLU	C10623	06/23/21	USCM DEF. COMP.	06-21	784.92	784.92
38917	06/23/21	PER01 P.E.R.S.	C10623	06/23/21	PERS PAYROLL REMITTANCE	06-21	5061.08	5061.08
38918	06/23/21	UMP00 UMPQUA BANK	C10623	06/23/21	DIRECT DEPOSIT	06-21	20806.83	20806.83
38919	06/23/21	UMP01 UMPQUA BANK - MYTAXPAYER	C10623	06/23/21	FEDERAL INCOME TAX	06-21	1760.62	
38919	06/23/21	UMP01 UMPQUA BANK - MYTAXPAYER	1C10623	06/23/21	FICA	06-21	3583.88	
38919	06/23/21	UMP01 UMPQUA BANK - MYTAXPAYER	2C10623	06/23/21	MEDICARE	06-21	838.16	6182.66
TOTAL DISBURSED...							34129.05	34129.05

REPORT.: 07/01/21
RUN ON.: 07/01/21 Time: 12:07
RUN BY.: Katie Childress

CITY OF WILLOWS

PAGE: 001
ID #: SPVR
CTL.: WIL

Vendor Check Register Print

Number	Date	Vendor/Organization	Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid
38920	07/01/21	AFL01 AFLAC- FLEX ONE	C10630	06/30/21	OTHER - AFLAC	07-21	755.91	755.91
38921	07/01/21	CYP00 CYPRESS ANCILLARY BENEFITS	C10630	06/30/21	DENTAL\VISION	07-21	1694.59	1694.59
38922	07/01/21	GOL01 GOLDEN STATE RISK MANAGEME	C10630	06/30/21	MEDICAL	07-21	16964.00	16964.00
38923	07/01/21	UNI17 UNITED PUBLIC EMPLOYEES AS	C10630	06/30/21	PUBLIC SAFETY DUES	07-21	87.68	87.68
38924	07/01/21	WIL01 WILLOWS EMPLOYEES ASSOC.	C10630	06/30/21	EMPLOYEES ASSOC.DUES	07-21	10.00	10.00
TOTAL DISBURSED...							19512.18	19512.18

REPORT.: 07/07/21
 RUN ON.: 07/07/21 Time: 11:13
 RUN BY.: Katie Childress

CITY OF WILLOWS

PAGE: 001
 ID #: SPVR
 CTL.: WIL

Vendor Check Register Print

Number	Date	Vendor/Organization	Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid
38925	07/07/21	EDD01 EMPLOYMENT DEVELOP. DEPT.	C10707	07/07/21	STATE INCOME TAX	07-21	578.27	578.27
38926	07/07/21	EDD02 EMPLOYMENT DEVELOPMENT DEP	C10707	07/07/21	SDI	07-21	389.23	389.23
38927	07/07/21	ICM01 ICMA RETIREMENT TRUST 457	C10707	07/07/21	DEFERRED COMP - ICMA	07-21	411.11	411.11
38928	07/07/21	NAT00 NATIONWIDE RETIREMENT SOLU	C10707	07/07/21	USCM DEF. COMP.	07-21	784.92	784.92
38929	07/07/21	PER01 P.E.R.S.	C10707	07/07/21	PERS PAYROLL REMITTANCE	07-21	5382.52	5382.52
38930	07/07/21	UMP00 UMPQUA BANK	C10707	07/07/21	DIRECT DEPOSIT	07-21	24727.45	24727.45
38931	07/07/21	UMP01 UMPQUA BANK - MYTAXPAYER	C10707	07/07/21	FEDERAL INCOME TAX	07-21	1950.50	
38931	07/07/21	UMP01 UMPQUA BANK - MYTAXPAYER	1C10707	07/07/21	FICA	07-21	4176.92	
38931	07/07/21	UMP01 UMPQUA BANK - MYTAXPAYER	2C10707	07/07/21	MEDICARE	07-21	976.94	7104.36
TOTAL DISBURSED...							39377.86	39377.86

Invoice No	Description	Invoice Date	Actual Period	Discount		Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal Tm	G/L	Account No			
Check #.: 051232 Check Date.: 06/17/21 Vendor I.D.: ACM00 (ACME RIGGING & SUPPLY COMPANY)								
318195-	MOBIL/ TYMCO GUTTERBROOM WIRE	06/03/21	06-21			377.44	.00	377.44
		06/17/21	12-21					
Check #.: 051233 Check Date.: 06/17/21 Vendor I.D.: AIR00 (AIRGAS NCN)								
911376240-	OX USPDAC	05/28/21	06-21			150.30	.00	150.30
		06/17/21	12-21					
998036164-	CYL OXYGEN USP	05/31/21	06-21			135.96	.00	135.96
		06/17/21	12-21					
	** Vendor's Subtotal ----->					286.26	.00	286.26
Check #.: 051234 Check Date.: 06/17/21 Vendor I.D.: ALE02 (ALERE TOXICOLOGY SERVICES, INC.)								
L285298-	DRUG TEST	05/31/21	06-21			42.25	.00	42.25
		06/17/21	12-21					
Check #.: 051235 Check Date.: 06/17/21 Vendor I.D.: AME02 (AMERIPRIDE UNIFORM SVCS.)								
C10615-	REMAINING BALANCE FOR INVOICE 102546631	06/15/21	06-21			3.68	.00	3.68
		06/17/21	12-21					
102546661-	FIRE STATION CLEANING	05/25/21	06-21			196.59	.00	196.59
		06/17/21	12-21					
102553813-	CLEANING UNIFORMS	06/08/21	06-21			100.22	.00	100.22
		06/17/21	12-21					
102557363-	CLEANING UNIFORMS	06/15/21	06-21			100.22	.00	100.22
		06/17/21	12-21					
	** Vendor's Subtotal ----->					400.71	.00	400.71
Check #.: 051236 Check Date.: 06/17/21 Vendor I.D.: BAK06 (BAKER & TAYLOR BOOKS)								
203599737-	New Print Mat. Library	05/25/21	06-21			120.59	.00	120.59
		06/17/21	12-21					
Check #.: 051237 Check Date.: 06/17/21 Vendor I.D.: BAR01 (WILLOWS AUTO PARTS)								
604369-	DIELECTSILICONE COMP	06/03/21	06-21	A		11.67	.00	11.67
		06/17/21	12-21					
604803-	O-RINGS	06/09/21	06-21	A		2.98	.00	2.98
		06/17/21	12-21					
604897-	MAX 30 FUSE APPLIED 38.61 CR	06/09/21	06-21	A		81.75	.00	81.75
		06/17/21	12-21					
605305-	GAS HOSE	06/15/21	06-21	A		12.55	.00	12.55
		06/17/21	12-21					
	** Vendor's Subtotal ----->					108.95	.00	108.95
Check #.: 051238 Check Date.: 06/17/21 Vendor I.D.: CAL01 (CALIFORNIA WATER SERVICE CO.)								
C10617-	Water & Sewer	06/04/21	06-21	A		82.67	.00	82.67
		06/17/21	12-21					
Check #.: 051239 Check Date.: 06/17/21 Vendor I.D.: CAL04 (CALIFORNIA DEPT. OF JUSTICE)								
512874-	FED LVL VOLTEER-BILLED	06/03/21	06-21			15.00	.00	15.00
		06/17/21	12-21					
Check #.: 051240 Check Date.: 06/17/21 Vendor I.D.: COA00 (COASTLAND CIVIL ENGINEERING)								
51214-	CONDITIONS OF APPROVAL	05/31/21	06-21			262.50	.00	262.50
		06/17/21	12-21					
51222-	ASSESSMENT DISTRICT/ PROF. SERVICES	05/31/21	06-21			160.00	.00	160.00
		06/17/21	12-21					
51257-	CONSTRUCTION SUPPORT	05/31/21	06-21			962.50	.00	962.50
		06/17/21	12-21					
51258-	BILLING GROUP	05/31/21	06-21			306.25	.00	306.25
		06/17/21	12-21					
51259-	4391 950 GREEN ST. PLAN REVIEW	05/31/21	06-21			213.45	.00	213.45
		06/17/21	12-21					
51260-	GENERAL ADMINISTRATION	05/31/21	06-21			1105.00	.00	1105.00
		06/17/21	12-21					
51261-	4400 750 N LASSEN PLAN REVIEW	05/31/21	06-21			262.50	.00	262.50
		06/17/21	12-21					

Invoice No	Description	Check #.	Check Date.	Vendor I.D.	Description	Invoice	Actual	Discount	Gross	Discount	Net
						Date	Period				

		051240	06/17/21	COA00	(COASTLAND CIVIL ENGINEERING)						
51262-	LEGAL & PLAT CHECK					05/31/21	06-21		280.00	.00	280.00
						06/17/21	12-21				
									** Vendor's Subtotal ----->		
									3552.20	.00	3552.20

		051241	06/17/21	COM20	(COMP INC)						
33678-	F.F. PHYSICALS					06/07/21	06-21		3097.16	.00	3097.16
						06/17/21	12-21				

		051242	06/17/21	COR02	(CORBIN WILLITS SYSTEMS)						
C10531-	Cont.Serv. Finance					05/31/21	06-21	A	750.00	.00	750.00
						06/17/21	12-21				

		051243	06/17/21	DEN00	(DE NOVO PLANNING GROUP)						
3108-	FOR PROFESSIONAL SERVICES THROUGH 6-8-21					06/08/21	06-21		2255.00	.00	2255.00
						06/17/21	12-21				

		051244	06/17/21	GAN01	(GANDY-STALEY OIL CO.)						
C10615-	FIRE STATION STATEMENT FOR 5-31-21					05/31/21	06-21	A	601.33	.00	601.33
						06/17/21	12-21				

		051245	06/17/21	GRA02	(W.W. GRAINGER, INC.)						
991484019-	OSSETTS					05/26/21	06-21	A	224.00	.00	224.00
						06/17/21	12-21				

		051246	06/17/21	HOU00	(HOUSING TOOLS)						
2067-	WILLOWS HB: ACTIVITY 4 & 6					06/02/21	06-21		6800.00	.00	6800.00
						06/17/21	12-21				

		051247	06/17/21	INK01	(THE INKWELL)						
3136-	UPS					06/15/21	06-21	A	33.63	.00	33.63
						06/17/21	12-21				

		051248	06/17/21	JER00	(JEREMY'S PEST STOMPERS)						
63214-	JUNE PEST CONTROL					06/03/21	06-21		40.00	.00	40.00
						06/17/21	12-21				

		051249	06/17/21	LEA01	(LEAGUE OF CA. CITIES)						
640984-	MEMBERSHIP DUES FOR CALENDAR YR 2021					01/01/21	06-21	A	4429.00	.00	4429.00
						06/17/21	12-21				

		051250	06/17/21	MAT01	(MATSON & ISOM TECHNOLOGY CONSULTING INC)						
79307-	PROGRAM MEBERSHIP					06/10/21	06-21		2420.00	.00	2420.00
						06/17/21	12-21				
79355-	BACK UP 190 SERVICE					06/10/21	06-21		100.00	.00	100.00
						06/17/21	12-21				
									** Vendor's Subtotal ----->		
									2520.00	.00	2520.00

		051251	06/17/21	MJB01	(MJB WELDING SUPPLY, INC.)						
1344033-	CYLINDER RENTAL					05/31/21	06-21	A	43.40	.00	43.40
						06/17/21	12-21				

Invoice No	Description	Check #.	Check Date.	Vendor I.D.	Invoice		G/L	Discount Account No	Gross Amount	Discount Amount	Net Amount
					Date	Fiscal					
Check #.: 051252 Check Date.: 06/17/21 Vendor I.D.: NEC00 (NEC FINANCIAL SERVICES LLC)											
2410842-	PHONE SYSTEM FOR JUNE 2021				06/04/21	06-21			268.08	.00	268.08
					06/17/21	12-21					
Check #.: 051253 Check Date.: 06/17/21 Vendor I.D.: NOR18 (NORTHERN CALIF. GLOVES)											
540096-	GLOVES				06/02/21	06-21			375.38	.00	375.38
					06/17/21	12-21					
Check #.: 051254 Check Date.: 06/17/21 Vendor I.D.: NOR43 (ACCESS)											
8813696-	SHRED BINS				05/31/21	06-21			262.30	.00	262.30
					06/17/21	12-21					
Check #.: 051255 Check Date.: 06/17/21 Vendor I.D.: OFF05 (OFFICE DEPOT, INC.)											
174148518-	OFFICE SUPPLIES				05/27/21	06-21	A		120.09	.00	120.09
					06/17/21	12-21					
Check #.: 051256 Check Date.: 06/17/21 Vendor I.D.: PGE01 (PG & E)											
C10615-	UTILITY ELECTRIC FOR TEHAMA ST 240				06/21/21	06-21	A		48.83	.00	48.83
					06/17/21	12-21					
C10616-	UTILITY-ELECTRIC FOR 161 S TEHAMA ST				06/07/21	06-21	A		97894.56	.00	97894.56
					06/17/21	12-21					
								** Vendor's Subtotal ----->	97943.39	.00	97943.39
Check #.: 051257 Check Date.: 06/17/21 Vendor I.D.: RIV05 (RIVERVIEW INTERNATIONAL)											
59358-	PUMP KIT PLUS CREDIT FROM INV. CMS9358				05/28/21	06-21			3366.79	.00	3366.79
					06/17/21	12-21					
59804-	PARTS FOR E-16				06/04/21	06-21			134.99	.00	134.99
					06/17/21	12-21					
60143-	PARTS FOR E-16				06/08/21	06-21			300.00	.00	300.00
					06/17/21	12-21					
								** Vendor's Subtotal ----->	3801.78	.00	3801.78
Check #.: 051258 Check Date.: 06/17/21 Vendor I.D.: SAC08 (SACRAMENTO VALLEY MIRROR)											
259-	NOTICE OF PUBLIC HEARING				06/04/21	06-21	A		41.00	.00	41.00
					06/17/21	12-21					
260-	NOTICE OF PUBLIC HEARING				06/04/21	06-21	A		32.80	.00	32.80
					06/17/21	12-21					
264-	NOTICE OF PUBLIC HEARING				06/04/21	06-21	A		41.00	.00	41.00
					06/17/21	12-21					
267-	LEGAL ADVERTISING				06/04/21	06-21	A		221.40	.00	221.40
					06/17/21	12-21					
								** Vendor's Subtotal ----->	336.20	.00	336.20
Check #.: 051259 Check Date.: 06/17/21 Vendor I.D.: SAF03 (SAFETY TIRE SERVICE)											
47204-	FLAT REPAIR ON SWEEPER				04/13/21	06-21			36.00	.00	36.00
					06/17/21	12-21					
Check #.: 051260 Check Date.: 06/17/21 Vendor I.D.: SEI01 (ROY SEILER, C.P.A.)											
30341-	PROFESSIONAL SERVICES				06/03/21	06-21	A		2912.00	.00	2912.00
					06/17/21	12-21					
Check #.: 051261 Check Date.: 06/17/21 Vendor I.D.: SEV00 (INFRAMARK, LLC)											
64112-	BASE OPERATING FEE AND REPAIRS				06/02/21	06-21			48140.67	.00	48140.67
					06/17/21	12-21					

Invoice No	Description	Due Date	Invoice	Actual	G/L	Discount Account No	Gross Amount	Discount Amount	Net Amount
			Date	Fiscal					
Check #: 051262 Check Date.: 06/17/21 Vendor I.D.: STA26 (STATEWIDE TRAFFIC SAFETY & SIGNS)									
8011169-	SIGNS FOR DOWNTOWN	06/07/21	06-21				932.11	.00	932.11
		06/17/21	12-21						
Check #: 051263 Check Date.: 06/17/21 Vendor I.D.: THR00 (3CORE)									
1224-	CDBG CONTRACT 17-CDBG 12031	05/31/21	06-21				937.50	.00	937.50
		06/17/21	12-21						
Check #: 051264 Check Date.: 06/17/21 Vendor I.D.: VER02 (VERIZON WIRELESS)									
C10615-	TELEPHONE EXP FOR ACT ENDING 6429	06/18/21	06-21				105.33	.00	105.33
		06/17/21	12-21						
Check #: 051265 Check Date.: 06/17/21 Vendor I.D.: WEC01 (WECO INDUSTRIES, INC.)									
0047101-	SEWER HOSE	02/10/21	06-21	A			1619.16	.00	1619.16
		06/17/21	12-21						
Check #: 051266 Check Date.: 06/17/21 Vendor I.D.: WIL17 (WILLDAN)									
713358-	PRINCIPAL PLANNER	05/26/21	06-21				7939.57	.00	7939.57
		06/17/21	12-21						
Check #: 051267 Check Date.: 06/17/21 Vendor I.D.: WILHD (WILLOWS HARDWARE, INC.)									
255856-	HOSE BIB	06/08/21	06-21	A			21.44	.00	21.44
		06/17/21	12-21						
258092-	RB SOLENOID	06/15/21	06-21	A			69.07	.00	69.07
		06/17/21	12-21						
260664-	6PK MIX OIL & 2 HEDGE TRIMMERS SHARPEN	06/15/21	06-21	A			88.22	.00	88.22
		06/17/21	12-21						
				** Vendor's Subtotal ----->			178.73	.00	178.73
Check #: 051268 Check Date.: 06/17/21 Vendor I.D.: WILHI (WILLOWS ACE HARDWARE)									
69639-	B5-S900 ANCHOR	06/08/21	06-21				150.15	.00	150.15
		06/17/21	12-21						
				** Total Checks Paid ----->			191838.03	.00	191838.03

Invoice No	Description	Invoice Date	Actual Period	Discount		Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal Tm	G/L	Account No			
Check #.: 051269 Check Date.: 06/28/21		Vendor I.D.: AIR00 (AIRGAS NCN)						
911425384-	OXYGEN	06/11/21 06/28/21	06-21 12-21			150.30	.00	150.30
Check #.: 051270 Check Date.: 06/28/21		Vendor I.D.: AME02 (AMERIPRIDE UNIFORM SVCS.)						
102560841-	CLEANING UNIFORMS	06/22/21 06/28/21	06-21 12-21			100.22	.00	100.22
102560866-	CLEANING SUPPLIES FOR FIRE HOUSE	06/22/21 06/28/21	06-21 12-21			196.59	.00	196.59
** Vendor's Subtotal ----->						296.81	.00	296.81
Check #.: 051271 Check Date.: 06/28/21		Vendor I.D.: BAR01 (WILLOWS AUTO PARTS)						
605794-	EVERCRAFT TRI-TAP	06/21/21 06/28/21	06-21 12-21	A		94.37	.00	94.37
Check #.: 051272 Check Date.: 06/28/21		Vendor I.D.: CHI00 (CHICO ELECTRIC)						
32892-	LABOR & TROUBLE SHOOTING	06/15/21 06/28/21	06-21 12-21			427.50	.00	427.50
Check #.: 051273 Check Date.: 06/28/21		Vendor I.D.: CLB03 (CLEARWAY ENERGY LLC)						
545427-	KWH CHARGES	06/16/21 06/28/21	06-21 12-21			13962.69	.00	13962.69
Check #.: 051274 Check Date.: 06/28/21		Vendor I.D.: COL08 (COLE HUBER LLP)						
37392-	650 N BUTTE ST- ABATEMENT	06/18/21 06/28/21	06-21 12-21			362.49	.00	362.49
37393-	141 N CRAWFORD- ABATEMENT	06/18/21 06/28/21	06-21 12-21			1497.28	.00	1497.28
** Vendor's Subtotal ----->						1859.77	.00	1859.77
Check #.: 051275 Check Date.: 06/28/21		Vendor I.D.: COM16 (COMCAST CABLE)						
C10623-	COMCAST FOR 445 S BUTTE ST	06/14/21 06/28/21	06-21 12-21			150.94	.00	150.94
Check #.: 051276 Check Date.: 06/28/21		Vendor I.D.: COR02 (CORBIN WILLITS SYSTEMS)						
000C10615-	Cont.Serv. Finance	06/15/21 06/28/21	06-21 12-21	A		1100.00	.00	1100.00
00C106151-	ENHANCEMENT FEE AND MAINTENANCE	06/15/21 06/28/21	06-21 12-21	A		432.84	.00	432.84
** Vendor's Subtotal ----->						1532.84	.00	1532.84
Check #.: 051277 Check Date.: 06/28/21		Vendor I.D.: CUR01 (L.N. CURTIS & SONS)						
500177-	MIDNIGHT NAVY BLUE ELITE DUAL CERTIFIED PANTS	06/18/21 06/28/21	06-21 12-21	A		652.19	.00	652.19
Check #.: 051278 Check Date.: 06/28/21		Vendor I.D.: FGL00 (FGL ENVIRONMENTAL)						
173968A-	BACTI ANALYSIS	06/17/21 06/28/21	06-21 12-21			22.00	.00	22.00
Check #.: 051279 Check Date.: 06/28/21		Vendor I.D.: GAN01 (GANDY-STALEY OIL CO.)						
199514-	REGULAR UNLEADED GASOLINE FOR JUNE	06/23/21 06/28/21	06-21 12-21	A		1322.71	.00	1322.71
199515-	DIESEL FOR JUNE 2021	06/23/21 06/28/21	06-21 12-21	A		1257.31	.00	1257.31
** Vendor's Subtotal ----->						2580.02	.00	2580.02

Invoice No	Description	Invoice Date		Actual Period		Discount G/L	Account No	Gross Amount	Discount Amount	Net Amount	
		Due Date	Fiscal	Tm							
Check #.: 051280 Check Date.: 06/28/21		Vendor I.D.: JUN01 (JUNIOR LIBRARY GUILD)									
C10623-	RENEWAL OF JUNIOR GUILD MEMBERSHIP	05/27/21 06/28/21	06-21 12-21	A				691.50	.00	691.50	
Check #.: 051281 Check Date.: 06/28/21		Vendor I.D.: MAX01 (MAXIMUM SECURITY SYSTEMS)									
33169-	Prof. Services Parks/Pub.	06/15/21 06/28/21	06-21 12-21					60.00	.00	60.00	
Check #.: 051282 Check Date.: 06/28/21		Vendor I.D.: NSW00 (NSWTS)									
0057-	MONTHLY WATER TESTING	06/21/21 06/28/21	06-21 12-21					130.00	.00	130.00	
Check #.: 051283 Check Date.: 06/28/21		Vendor I.D.: OLS00 (OLSON REMCHO, LLP)									
351934-	FPPC- ENFORCEMENT MATTER	05/31/21 06/28/21	06-21 12-21					5245.00	.00	5245.00	
Check #.: 051284 Check Date.: 06/28/21		Vendor I.D.: PGE01 (PG & E)									
C10624-	UTILITY-ELECTRIC FOR ACCOUNT ENDING 1537-0	06/16/21 06/28/21	06-21 12-21	A				11296.83	.00	11296.83	
Check #.: 051285 Check Date.: 06/28/21		Vendor I.D.: RAY03 (RAY MORGAN COMPANY)									
3345069-	Prof. Services for water systems	06/12/21 06/28/21	06-21 12-21	A				63.28	.00	63.28	
3345070-	WATER MAINTENANCE CONTRACT	06/12/21 06/28/21	06-21 12-21	A				152.67	.00	152.67	
								** Vendor's Subtotal ----->	215.95	.00	215.95
Check #.: 051286 Check Date.: 06/28/21		Vendor I.D.: RGS01 (REGIONAL GOVERNMENT SERVICES)									
12167-	CONTRACT SERVICES FOR MAY- HR	05/31/21 06/28/21	06-21 12-21					570.00	.00	570.00	
12187-	CONTRACT SERVICES FOR MAY	05/31/21 06/28/21	06-21 12-21					37.29	.00	37.29	
								** Vendor's Subtotal ----->	607.29	.00	607.29
Check #.: 051287 Check Date.: 06/28/21		Vendor I.D.: WILHD (WILLOWS HARDWARE, INC.)									
255474-	FILTERS	06/23/21 06/28/21	06-21 12-21	A				34.68	.00	34.68	
258390-	GORILLA TAPE	06/21/21 06/28/21	06-21 12-21	A				25.72	.00	25.72	
260429-	JENSEN PARK WATER HOOK UP FOR CARNIVAL	06/21/21 06/28/21	06-21 12-21	A				87.99	.00	87.99	
								** Vendor's Subtotal ----->	148.39	.00	148.39
Check #.: 051288 Check Date.: 06/28/21		Vendor I.D.: WILHI (WILLOWS ACE HARDWARE)									
70234-	DRVWY SEALER	06/23/21 06/28/21	06-21 12-21					21.44	.00	21.44	
Check #.: 051289 Check Date.: 06/28/21		Vendor I.D.: WILHO (WILLOWS CHRISTIAN CHURCH)									
C10623-	CONTRACT WITH WILLOWS CHRISTIAN CHURCH	05/12/21 06/28/21	06-21 12-21					500.00	.00	500.00	
								** Total Checks Paid ----->	40645.83	.00	40645.83

Invoice No	Description	Check #.	Check Date.	Vendor I.D.	Actual Period	Discount		Gross Amount	Discount Amount	Net Amount
						G/L Account No	Tm			
					Due Date	Fiscal				
		051290	06/30/21	ABF01 (CERTIFIED/FORTRESS SECURITY & FIRE)	06/17/21	06-21				
6664656-	ALARM MONITORING				06/30/21	12-21		78.00	.00	78.00
		051291	06/30/21	ATT01 (A.T.& T.)	06/19/21	06-21	A	1223.05	.00	1223.05
C10629-	Telephone Exp. 5/19/21 TO 6/18/21				06/30/21	12-21				
		051292	06/30/21	BAK06 (BAKER & TAYLOR BOOKS)	06/18/21	06-21		206.14	.00	206.14
203604154-	New Print Mat. Library				06/30/21	12-21				
		051293	06/30/21	CAL62 (CAL WATER)	06/14/21	06-21		4776.80	.00	4776.80
C10629-	MONTHLY STATEMENT FOR ACCOUNT ENDING 7777				06/30/21	12-21				
		051294	06/30/21	CHA06 (JULIE CHAMPAGNE)	06/29/21	06-21		1200.00	.00	1200.00
116-	NEW LIFE GUARD TRAINING AND RE CERT				06/30/21	12-21				
		051295	06/30/21	COL08 (COLE HUBER LLP)	06/04/21	06-21		9878.75	.00	9878.75
37304-	GENERAL COUNSEL SERVICES				06/30/21	12-21				
		051296	06/30/21	HIN02 (HINDERLITER DELLAMAS & ASSOCIATES)	06/22/21	06-21		1479.33	.00	1479.33
009256-	AUDIT SERVICE				06/30/21	12-21				
		051297	06/30/21	MAT01 (MATSON & ISOM TECHNOLOGY CONSULTING INC)	06/22/21	06-21		82.50	.00	82.50
0024772-	MICROSOFT 365 BUSINESS STANDARD				06/30/21	12-21				
		051298	06/30/21	MEN02 (MENDES SUPPLY COMPANY)	06/25/21	06-21		162.56	.00	162.56
051791-	LINERS AND TOILET TISSUE				06/30/21	12-21				
		051299	06/30/21	NOR03 (NORTHNET LIBRARY SYSTEM)	06/30/21	06-21		2802.00	.00	2802.00
1979-	CALPERS NSCLS 21/22 ANNUAL PAYMENT				06/30/21	12-21				
		051300	06/30/21	SUN07 (SUN LIFE FINANCIAL)	06/30/21	06-21		1611.63	.00	1611.63
C10630-	MONTHLY BILL FOR 6-1-21 TO 6-30-21				06/30/21	12-21				
		051301	06/30/21	USB04 (U.S. BANK CORPORATE PAYMENT SYSTEMS)	06/22/21	06-21		1030.92	.00	1030.92
C10630-	BANK STATEMENT FOR 05-27-21 TO 6-22-21				06/30/21	12-21				
		051302	06/30/21	WAL07 (WAL-MART COMMUNITY)	06/19/21	06-21		45.28	.00	45.28
C10629-	WALMART STATEMENT				06/30/21	12-21				
		051303	06/30/21	WUN01 (WUNSCH'S GARAGE)	06/23/21	06-21	A	769.29	.00	769.29
077658-	DIESEL GLOW PLUG CONTROLL				06/30/21	12-21				
** Total Checks Paid ----->								25346.25	.00	25346.25



ACTION MINUTES OF THE WILLOWS CITY COUNCIL REGULAR MEETING HELD JUNE 8, 2021

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

3. Roll Call:

Council Members Present: Council Members Williams, Flesher, Vice Mayor Hansen, Mayor Domenighini

Council Members Absent: Warren

Staff Present: Interim City Manager Wayne Peabody, City Attorney David Ritchie and City Clerk Tara Rustenhoven

4. Public Comment/ Written Communications:

Deana Fleming, let council know of her concerns with the closure of the swimming pool.

Sharon Ponciano, also here to speak about the swimming pool and having Community Service Support for the Willows City Pool.

Jeff Fleck, also having concerns on the closure of the swimming pool.

Joe Hinton, gave his thoughts on sidewalk repairs. Also asked council about getting funds for the Lions Club Gazebo at Jensen Park.

Written Communication regarding the swimming pool. The letter will be attached to the minutes.

5. Consent Agenda:

- a. Approval of general checking, payroll & direct deposit check registers Z44914-Z44936, 38893-38904, 051175-051231.
- b. Approval of minutes of the Regular City Council Meeting held on May 25, 2021.
- c. Approval of minutes of the Special City Council Special Budget Meeting held on May 26, 2021.

Action:

Motion: Council Member Hansen/Second: Council Member Williams

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

The motion passed unanimously 4/0 carried by the following voice vote:

AYES: Williams, Flesher, Vice Mayor Hansen, Mayor Domenighini

NOES: Warren

ABSENT:

ABSTAIN:

6. Presentations:

- a. Receive report regarding the City's Credit Rating and the Closing of the City of Willows Taxable Pension Obligation Bonds, Series 2021.

7. Public Hearing:

- a. Conduct a public hearing and allow an opportunity to receive input on the Unmet Transit Needs for Glenn County, and forward comments to the Glenn County Transportation Commission for consideration.

Marty with the Glenn County Planning Commission and a part of the Glenn County Transportation Commission gave his presentation on the Unmet Transit Needs.

Open public hearing at 8:02 p.m.

Closed public hearing at 8:08 p.m.

Doug Ross wanted to suggest some changes to the shelter located on Green Street & Humboldt.

- b. Conduct a public hearing allowing the parcels indicated on the Exhibit "A" to be abated by the City of Willows Contractor. Those persons returning self-abatement notices were allowed a time extension of 10 days to complete the work themselves. If after this date, these parcels have not been abated, the City Contractor will perform the work.

Open public hearing at 8:14 p.m.

Closed public hearing at 8:14 p.m.

Council Member Williams asked Council if a link of the list of properties to be abated be added to the City Website.

By consensus, council declined adding the list to the City Website.

Action:

Motion: Vice Mayor Hansen/Second: Council Member Flesher

Moved to certify Exhibit "A" to abate the properties on Exhibit "A".

The motion passed unanimously 4/0 carried by the following voice vote:

AYES: William, Flesher, Vice Mayor Hansen, Mayor Domenighini

NOES:

ABSENT: Warren

ABSTAIN:

Motion Hansen/Flesher

8. Council/Staff Reports/Comments:

- a. Staff Reports/Comments:

- The Glenn County Board of Supervisors have started a Drought Ad Hoc Committee and will be meeting June 10th at 3:00 p.m. in Orland.
- We will be flying the Accounting Manager position.

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

9. 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 §54956.9 (b)

Number of Cases: One (1)

c. **CONFERENCE WITH LABOR NEGOTIATORS (§54957.6)**

Agency designated representatives:

David Ritchie: City Attorney

Interim City Manager: Wayne Peabody

Employee Organization:

United Public Employees of California,

Local 792 (LIUNA / AFL-CIO)

Willows Public Employees Association

Entered into closed session at 8:48 p.m.

Reconvened into open session at 9:31 p.m.

Announcement

Mayor Domenighini reported no reportable action and direction was given to staff.

10. Adjournment:

The Meeting was adjourned at 9:32 p.m.

Dated: June 30, 2021

Tara Rustenhoven, City Clerk

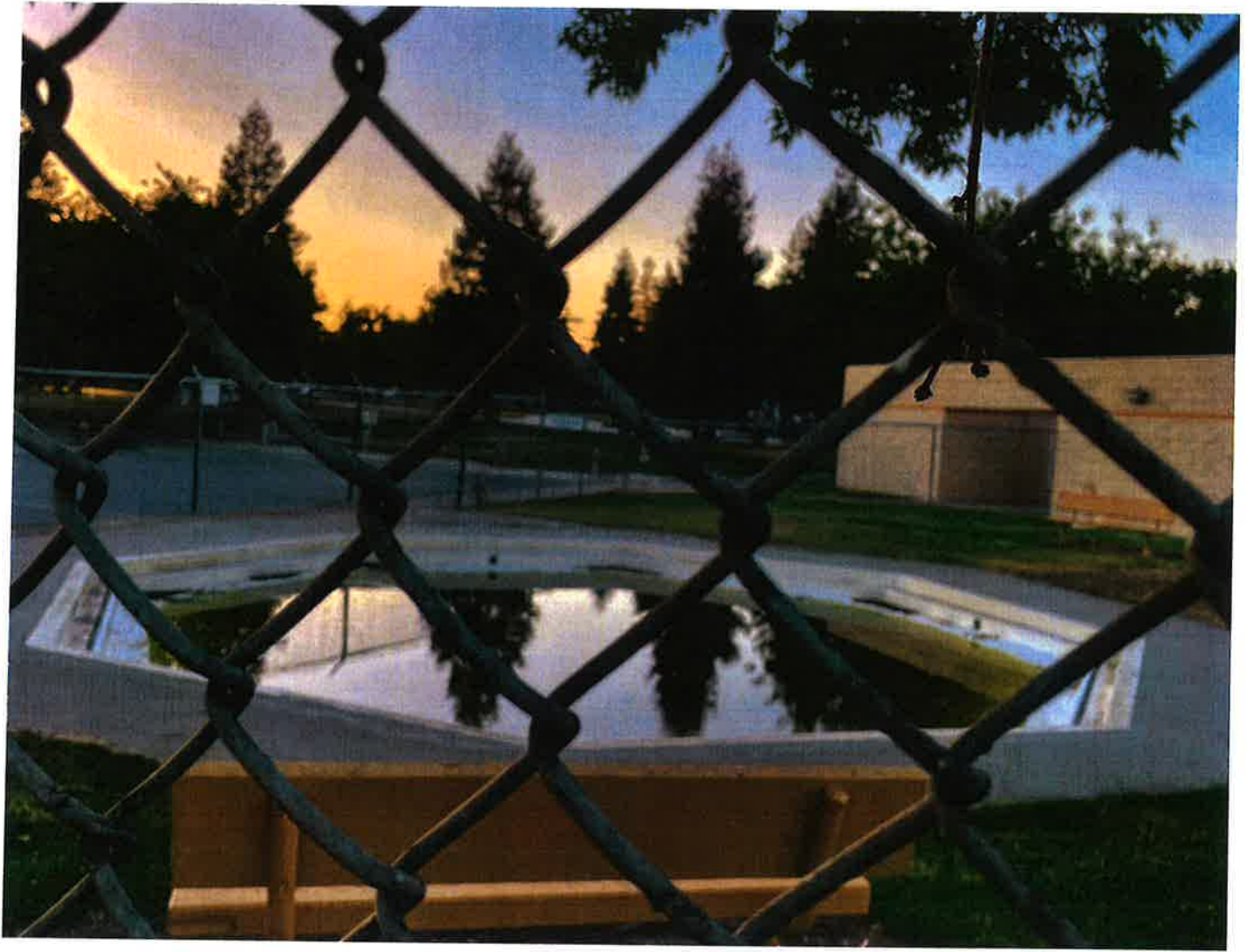
Community Support for Willows City Pool
June 8, 2021

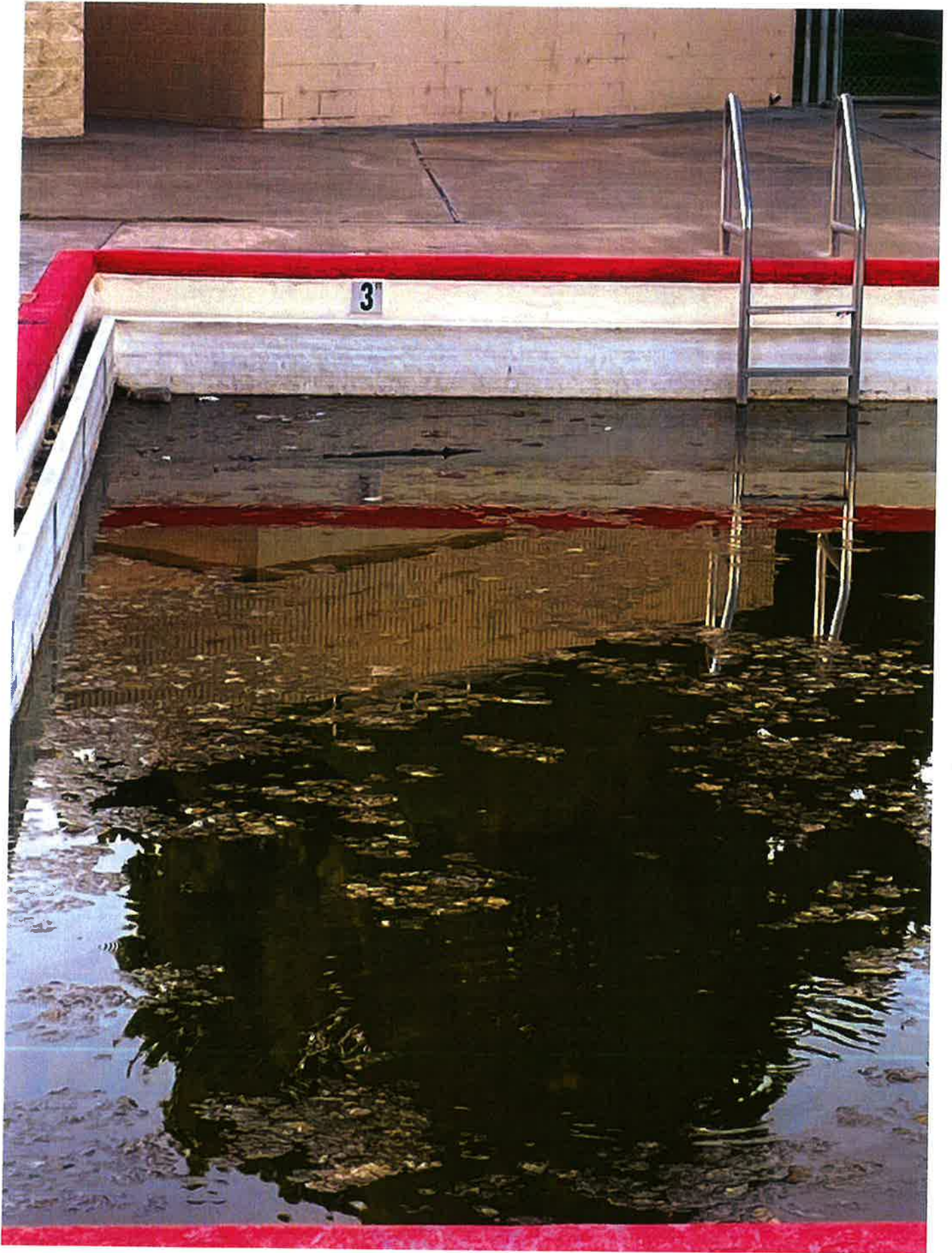
Why It is Important

1. Essential cool down place for our children and families.
2. Recreation for all ages.
3. After restrictions of COVID during the last year, exercise, socialization and device-free activities are especially needed.
4. Jobs for lifeguards and maintenance.
5. In addition to open swim times, the pool programs have provided water safety training, swimming lessons, water aerobics and the home to swimming and diving teams.
6. If opened and maintained, the sludge currently in the pool would **not** provide a mosquito breeding haven, or eyesore alongside our tennis courts and parks.
7. If cleaned and made operational now instead of going a third winter unmaintained; we would avoid ongoing and increasing risk to the deterioration of the pool pump and other equipment.
8. A joint effort of City Government, City Council and Community Members could be a much needed show of community spirit for the benefit of many.

What would it take to open the pool on a limited emergency basis during July 2021?

- 1) Collaborative meeting of City Staff, Public Works, Past Afficiates of the City Pool, Community members to work out a comprehensive strategic plan.
- 2) Intensive one week fundraising of \$40K for purposes of the one-time reopening of the pool.





June 7, 2021

Dear Willows City Council Members,

On behalf of parents, children, and concerned citizens, we are here today to urge the council to reconsider the closure of the Willows City pool for a second consecutive summer. There honestly is no other public place in Willows to recreate in hot weather. We have spent months inside our homes and confined to our yards. Now that we understand people can safely be outdoors together, there is no better time to bring our community one piece of normal after this crazy year we all endured.

We are not naïve to the budgetary constraints of the city; however, we feel that it is time to get creative with fundraising opportunities that can help pay for the pool, its expenses, and maybe even support the recovery of the Recreation Department. Donations have been the foundation of the Willows pool. Where did the donations from last year go? How much is in that fund? We do not think it is impossible to hire and train even a limited staff by July. The pool would not need to be open every day. Pools in Orland and Durham opened late last summer on a limited schedule with capacity limits. Increasing fees for programs while instituting a sliding scale could help increase revenue while keeping programs like swimming lessons accessible.

People are having to go elsewhere to find basic needs like swim lessons, camps, and sports teams. This sends precious dollars out of our town though many people would prefer to support Willows services and keep their money local. Many families do not have the means to find lessons in other towns and are the ones most affected by the pool closure. Living near canals and ditches puts kids in our community at a higher risk for water related accidents.

We understand this is a huge ask. We understand this would be a big hill to climb. We would like the council to reconsider the closure of the community pool since its going to be a very long hot summer indoors without it.

Sincerely,

Allyson Smith

allyson Smith
lyssa
Juan Brown
Jennifer Klue
Frankie
Jason C. Smith

Diana Jones
Yvonne King
Sharon



ACTION MINUTES OF THE WILLOWS CITY COUNCIL SPECIAL MEETING HELD JUNE 22, 2021

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 Domenighini called the meeting to order at 6:00 p.m.
2. The meeting opened with the Pledge of Allegiance led by Council Member.

3. Roll Call:

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

Council Members Absent:

Staff Present: Interim City Manager Wayne Peabody and Minute Clerk Maria Ehorn

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

5. 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.

New Fire Firefighter Employee Matthew Peterson wanted to thank Council for the ease of the Negotiations and was very appreciative.

6. CONFERENCE WITH LABOR NEGOTIATIONS (§54957.6)

Agency designated representatives:

David Ritchie: City Attorney

Interim City Manager: Wayne Peabody

Employee Organization:

United Public Employees of California

Local 792 (LIUNA / AFL-CIO)

Public employment appointment/employment, pursuant to Government Code 54957(b)1.

Title: Interim City Manager

Entered into closed session at 6:04 p.m.

Reconvened into open session at 6:55 p.m.

Announcement

Mayor Domenighini reported no reportable action and direction was given to staff.

7. Adjournment:

The Meeting was adjourned at 6:55 p.m.

Dated: June22, 2021

Maria Ehorn, Minute Clerk



ACTION MINUTES OF THE WILLOWS CITY COUNCIL REGULAR MEETING HELD JUNE 22, 2021

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

3. Roll Call:

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

Council Members Absent:

Staff Present: Interim City Manager Wayne Peabody, City Attorney, David Richey and Maria Ehorn, Minute Clerk

4. Public Comment/ Written Communications: Jeff Fleck had questions regarding the sale of PG&E credits to Los Altos. Council and Staff provided information.

5. Consent Agenda:

- a. Approval of general checking, payroll & direct deposit check registers
- b. Approval of minutes of the Special Budget City Council Meeting held on June 10, 2021

Action:

Motion: Vice Mayor Hansen/Second: Council Member Williams

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: Williams, Flesher, Warren, Vice Mayor Hansen, Mayor Domenighini

NOES:

ABSENT:

ABSTAIN:

6. Scheduled Public and/or Staff Presentations:

- a. The City of Willows Comprehensive Waste Water Rate Study 2021 report was presented.

Action:

Motion: Vice Mayor Hansen/Second: Council Member Flesher

Moved to approve and accept the report and provide notice.

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

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

NOES:

ABSENT:

ABSTAIN:

- b. Sharon Ponciano, spokesman for the Friends of the Willows City Pool, provided an update/presentation on summer swimming in using the high school pool. Jeff Fleck also spoke regarding the liability of using the high school pool and would like the Council to help with the liability insurance. The City Attorney gave information on the insurance issue.

A short discussion was had between Council, Staff and the public.

7. Public Hearing:

a. Conduct a public hearing, open and review any received ballots and consider adoption of a resolution entitled; **A RESOLUTION APPROVING THE ANNUAL ENGINEER'S REPORT, CONFIRMING THE ASSESSMENT DIAGRAM AND THE ANNUAL ASSESSMENT AMOUNTS AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2021-22 FOR THE CITY OF WILLOWS LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT ZONE A-BIRCH STREET VILLAGE, ZONE B-WALMART, ZONE-C SOUTH WILLOWS COMMERCIAL AND INDUSTRIAL CENTER (PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972).**

Open public hearing at 9:14 P.M.

Closed public hearing at 9:15 P.M.

Action:

Motion: Council Member Williams/Second: Council Member Warren

*Moved to approve **A RESOLUTION APPROVING THE ANNUAL ENGINEER'S REPORT, CONFIRMING THE ASSESSMENT DIAGRAM AND THE ANNUAL ASSESSMENT AMOUNTS AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2021-22 FOR THE CITY OF WILLOWS LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT ZONE A-BIRCH STREET VILLAGE, ZONE B-WALMART, ZONE-C SOUTH WILLOWS COMMERCIAL AND INDUSTRIAL CENTER (PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972).***

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

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

NOES:

ABSENT:

ABSTAIN:

b. Conduct a public hearing and adopt the Resolution of the City Council of the City of Willows Adopting the 2021/22 budget. **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS ADOPTING THE 2021/22 CITY OF WILLOWS ANNUAL BUDGET.**

Open public hearing at 9:32 p.m.

Closed public hearing at 9:32 p.m.

Action:

Motion: Vice Mayor Hansen/Second: Council Member Flesher

*Moved to approve **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS ADOPTING THE 2021/22 CITY OF WILLOWS ANNUAL BUDGET AS AMENDED.***

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

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

NOES:

ABSENT:

ABSTAIN:

8. Regular Business:

a. **CONSIDER THE SALE THE SALE OF WATER FROM THE SOUTH WILLOWS WATER COMPANY AT \$10 PER 1000 GALLONS TO ASSIST RESIDENTS OF GLENN COUNTY FOR DOMESTIC USE WHILE DROUGHT EMERGENCY ORDER IS IN PLACE.**

Interim City Manager, Wayne Peabody, presented the item.

Action:

Motion: Vice Mayor Hansen/Second: Council Member Warren

Moved to approve THE SALE THE SALE OF WATER FROM THE SOUTH WILLOWS WATER COMPANY AT \$10 PER 1000 GALLONS TO ASSIST RESIDENTS OF GLENN COUNTY FOR DOMESTIC USE WHILE DROUGHT EMERGENCY ORDER IS IN PLACE.

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

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

NOES:

ABSENT:

ABSTAIN:

b. CONSIDERATION OF RESOLUTION NO ____ - 2021, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792 FOR THE CITY'S FIRE EMPLOYEES BARGAINING UNIT.

City Attorney, David Richey, presented the item.

Action:

Motion: Council Member Warren/Second: Vice Mayor Hansen

Moved to approve RESOLUTION NO ____ - 2021, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792 FOR THE CITY'S FIRE EMPLOYEES BARGAINING UNIT.

The motion passed unanimously 4/1 carried by the following roll call vote:

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

NOES: Williams

ABSENT:

ABSTAIN:

c. CONSIDERATION OF RESOLUTION NO ____ - 2021, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND WILLOWS EMPLOYEE ASSOCIATION (WEA).

City Attorney, David Richey, presented the item.

Action:

Motion: Vice Mayor Hansen/Second: Council Member Warren

Moved to approve RESOLUTION NO ____ - 2021, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND WILLOWS EMPLOYEE ASSOCIATION (WEA).

The motion passed unanimously 4/1 carried by the following voice vote:

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

NOES: Williams

ABSENT:

ABSTAIN:

d. CONSIDERATION TO ADOPT CITY COUNCIL RESOLUTION NO. _____ APPROVING THE CITY OF WILLOWS SALARY SCHEDULES FOR THE WILLOWS FIRE BARGAINING UNIT AND DIRECT STAFF MAKE THEM AVAILABLE TO THE PUBLIC.

City Attorney, David Ritchie, presented the item.

Action:

Motion: Council Member Warren/Second: Council Member Flesher

Moved to ADOPT CITY COUNCIL RESOLUTION NO. _____ APPROVING THE CITY OF WILLOWS SALARY SCHEDULES FOR THE WILLOWS FIRE BARGAINING UNIT AND DIRECT STAFF MAKE THEM AVAILABLE TO THE PUBLIC.

The motion passed unanimously 4/1 carried by the following roll call vote:

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

NOES: Williams

ABSENT:

ABSTAIN:

e. CONSIDERATION TO ADOPT CITY COUNCIL RESOLUTION NO. _____ APPROVING THE CITY OF WILLOWS SALARY SCHEDULES FOR THE WILLOWS EMPLOYEE ASSOCIATION AND DIRECT STAFF MAKE THEM AVAILABLE TO THE PUBLIC.

City Attorney, David Ritchie presented the item.

Action:

Motion: Council Member Flesher/Second: Vice Mayor Hansen

Moved to ADOPT CITY COUNCIL RESOLUTION NO. _____ APPROVING THE CITY OF WILLOWS SALARY SCHEDULES FOR THE WILLOWS EMPLOYEE ASSOCIATION AND DIRECT STAFF MAKE THEM AVAILABLE TO THE PUBLIC.

The motion passed unanimously 4/1 carried by the following roll call vote:

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

NOES: Williams

ABSENT:

ABSTAIN:

9. Council/Staff Reports/Comments:

a. Staff Reports/Comments:

- Interim City Manager Wayne Peabody gave updates on code enforcement for two properties; 141 N Crawford and 650 N Butte St.
- Jody Samons spoke regarding revenue enhancements and grant funding.

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

10. 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 §54956.9 (b)

Number of Cases: One (1)

This item was pulled from the agenda. No action was taken at this time.

c. **PUBLIC EMPLOYMENT APPOINTMENT/EMPLOYMENT**, pursuant to Government Code 54957(b)1.

Title: Interim City Manager

Council recessed into closed session at 10:15 p.m.

Council reconvened into open session at 10:30 p.m.

Announcement of any action taken in closed session:

Mayor Domenighini reported no reportable action and direction was given to staff.

11. Adjournment:

The Meeting was adjourned at 10:31 p.m.

Dated: July 8, 2021

Maria Ehorn, Minute Clerk



ACTION MINUTES OF THE WILLOWS CITY COUNCIL REGULAR MEETING HELD JUNE 29, 2021

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

3. Roll Call:

Council Members Present: Council Members Williams, Vice Mayor Hansen, Mayor Domenighini

Council Members Absent: Flesher, Warren

Staff Present: Interim City Manager Wayne Peabody and City Clerk Tara Rustenhoven

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

5. Proposal of Agreement, use of facilities, between the City of Willows and the Willows Unified School District:

a. Approve by motion, the use of Facilities, Indemnification and Insurance Agreement between the City of Willows and the Willows Unified School District and authorize the Interim City Manager to complete and all necessary tasks associated with the agreement.

Sharon Ponciano and other members of the Friends of the Willows City Pool came to ask questions regarding the "Go Fund Me" account and the fundraising for donations.

Council suggested using monies from the General Fund Reserves to fund the pool for the month of July.

Council suggested extending the donation date to August 31st. All donations made will go back to the Willows City Pool Fund.

Action:

Motion: Council Member Hansen/Second: Vice Mayor Hansen

Moved to approve the Use of Facilities and the Agreement between the City of Willows and the Willows Unified School District and authorize the Interim City Manager to complete and all necessary tasks associated with the agreement, as amended.

The motion passed unanimously 3/0 carried by the following voice vote:

AYES: Williams, Vice Mayor Hansen, Mayor Domenighini

NOES: Flesher, Warren

ABSENT:

ABSTAIN:

6. Adjournment:

The Meeting was adjourned at 2:35 p.m.

Dated: July 8, 2021

Tara Rustenhoven, City Clerk



REGULAR BUSINESS

AGENDA ITEM

TO: Wayne Peabody, Interim City Manager

FROM: John Wanger, City Engineer

SUBJECT: Approval of Project List for Expenditure of SB 1 Transportation Funds

RECOMMENDATION:

Staff recommends the City Council, by motion, approve the following:

1. Review the recommended street project where SB-1 monies is proposed to be used.
2. Take public comment and direct staff to make any changes, if necessary.
3. Direct staff to proceed with submitting the 21/22 Road Maintenance and Rehabilitation Account (RMRA) project list to the state for approval.
4. Authorize the Finance Director to make the changes to the budget reflecting the anticipated revenues from SB-1 as mentioned herein and the expenditures for improvements to the North Lassen Street Project as mentioned herein.

SITUATION (or BACKGROUND):

Senate Bill 1 (SB-1) was approved in 2017 by the Governor. This bill provides new revenues for road maintenance projects within the City. According to the State's projections, for Fiscal Year 2021-22, the City is projected to receive \$122,780 in SB-1 revenues. Regulations contained within SB-1 require that projects funded with SB-1 monies need to be specifically budgeted for and approved by the City Council. Once approved, paperwork has to be submitted to the state for approval. Please note that the state requires information on the project(s) where SB-1 monies will be used.

The street proposed to be included for FY 2021/22 is the North Lassen Street Rehabilitation Project. The limits of the project is from Sycamore to Wood Street. This project is actually fully designed. The project was bid during FY20/21; however, due to COVID and impacts to funding, the project was not awarded. Staff is hoping to rebid the project and move this project forward.

Overall funding for the North Lassen Street project includes SB-1 funding from both FY20/21 and 21/22, as well as \$675,000 in State Transportation Improvement monies (STIP.)

What makes this funding different from other forms of "gas tax" received at the local level is that projects must be specifically identified and incorporated into the City's adopted budget, and these projects must be submitted to the California Transportation Commission on an annual basis.

July 13, 2021

Upon adoption of the attached resolution, the City Engineer will complete the necessary documentation and submit (along with the resolution) to the CTC.

FINACIAL CONSIDERATIONS:

Appropriation of \$122,780 of SB1 Funds.

NOTIFICATION:

California Transportation Commission and California State Controller's Office upon passage of resolution

ALTERNATE ACTIONS:

Provide other streets to use SB-1 funding on.

RECOMMENDATION:

Staff recommends the City Council, by motion, approve the following:

1. Review the recommended street project where SB-1 monies is proposed to be used.
2. Take public comment and direct staff to make any changes, if necessary.
3. Direct staff to proceed with submitting the 21/22 Road Maintenance and Rehabilitation Account (RMRA) project list to the state for approval.
4. Authorize the Finance Director to make the changes to the budget reflecting the anticipated revenues from SB-1 as mentioned herein and the expenditures for improvements to the North Lassen Street Project as mentioned herein.

Respectfully Submitted

s/s John Wanger

John Wanger
City Engineer

ATTACHMENT:

-Resolution

**CITY OF WILLOWS
RESOLUTION NO. XX-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS ADOPTING A LIST OF
PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Willows are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Willows must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City of Willows budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Willows, will receive an estimated \$122,780 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

WHEREAS, this is the fifth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a public process in July 2020 to ensure public input into our community's pavement rehabilitation project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate, among other streets, portions of North Lassen Street, add complete streets infrastructure on the road receiving treatment this year and dozens of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets and roads are in a “fair to at-risk” condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a “good” condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Willows, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The City of Willows budget for fiscal year 2021-22 will incorporate the following list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues:

Street Name	Begin location	End Location	Estimated Schedule (Begin/end)	Estimated Project Useful Life	Description of work to be done
N. Lassen Street	Sycamore	Wood	4/22 – 7/22	20+	2” Mill/fill of HMA; replacement of existing damaged sidewalk; installation of in-fill sidewalk; installation/reconstruction of 7 pedestrian ramps.

4. The City of Willows budget for fiscal year 2020-21 will incorporate as follows:

Appropriation of RMRA funding, currently estimated at \$122,780

PASSED AND ADOPTED by the City Council of the City of Willows, on this 13th day of July 2021
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Larry Domenighini, Mayor

Tara Rustenhoven, City Clerk

AGENDA ITEM

TO: Honorable Mayor Domenighini and Members of the City Council

FROM: Wayne Peabody, Fire Chief/ Interim City Manager

SUBJECT: Chamber of Commerce Allocation of Funds

RECOMMENDATION

Staff is seeking direction from the City Council regarding Chamber of Commerce request for Full allotment of funds. If acceptable, by motion, accept the list of activities and direct staff to provide the full allocated funds.

SUMMARY

In January of 2015, the City of Willows had a Ad Hoc committee met with the Chamber of Commerce. This group reviewed all Community Events, Community Support and Community outreach items the Chamber supports either directly or indirectly. The recommendation that was approved at the February 24, 2015, was that City council would support the following projects:

1: Annual Fire Works Event: That \$2,500 be exclusively earmarked in support of the Annual Fire Works Event. Said Funds will not be used for any other event and is exclusively to be used for the Annual Fireworks Event.

2: All Other Events: That \$2,500 will be earmarked for "Other Events" The Chamber has the responsibility to share, divide or disburse funds between these "Other Events" as needed. It was recommended that Stipulations are not needed on how the funds are to be shared and in what amount to be shared for these "Other Events."

The Chamber of Commerce has reached out and requested the full allotment. The Chamber has provided a letter for the proposed activities that the monies will be used for. Staff is seeking direction from council concerning any alteration or modification to the past direction provided to staff and the allocation of public funds to support those events.

FINANCIAL CONSIDERATIONS

\$5,000 was allocated as part of the approved 2021/22 Budget. In Community Activities 5760 Community Promotion

NOTIFICATION

NOTIFICATION

Willows Chamber of Commerce

ALTERNATE ACTIONS

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

Request Further Information

Reject Request

RECOMMENDATION

Staff is seeking direction from the City Council regarding Chamber of Commerce request for Full allotment of funds. If acceptable, by motion, accept the list of activities and direct staff to provide the full allocated funds.

Respectfully submitted,



Wayne Peabody
Fire Chief
Interim City Manager

ATTACHMENTS

Chamber of Commerce Letter

Willows Chamber of Commerce
118 W. Sycamore
Willows, California



July 1, 2021


To: The city of Willows and the City Council

Thank you for again allocating the Chamber with monies to help fund our local projects.

As you know, the 4th of July daytime and evening activities are again back, as will be the ever popular Christmas activities. We now can add to the list our Spring Golf Tournament, March Madness, Senior Homebound gift baskets, and the monthly Lunch Bunch. Other community involvement activities are also in the planning stages.

We are asking for the full allotment so we may have the funds available for pre-planning and scheduling.

Thank you for your consideration.....


.....
for the Willows Chamber of Commerce

AGENDA ITEM

TO: Honorable Mayor Domenighini and Members of the City Council

FROM: Wayne Peabody, Fire Chief/ Interim City Manager

SUBJECT: Extension of Agreement for Dispatch Services

RECOMMENDATION

Adopt the Resolution of the City Council Approving the agreement for dispatch services between City of Willows and California Department of Forestry and Fire Protection.

SUMMARY

The City of Willows and Willows Rural Fire Protection District entered into agreement in 2019 for dispatching of our agencies. Since that time, we have seen a great improvement in response times, firefighter safety and public safety.

There has been no increase in base fee from last years contract, the cost will be shared based upon call volume between Willows Rural and the City of Willows.

FINANCIAL CONSIDERATIONS

\$40,000 was allocated as part of the approved 2021/22 Budget. The additional amount of \$10,556 will be covered by the Willows Rural Fire Protection District and billed quarterly. The cost per call is around \$51.

NOTIFICATION

Willows Volunteer Fire Department
Willows Rural Fire Protection District
Tehama Glenn Cal-Fire

ALTERNATE ACTIONS

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

RECOMMENDATION

Adopt the Resolution of the City Council Approving the agreement for dispatch services between City of Willows and California Department of Forestry and Fire Protection.

Respectfully submitted,

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

Wayne Peabody
Fire Chief
Interim City Manager

ATTACHMENTS

Resolution
Agreement Number 2CA05434

**CITY OF WILLOWS
RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING THE
AGREEMENT FOR DISPATCH SERVICES BETWEEN THE CITY OF WILLOWS AND CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR SERVICES FROM JULY 1, 2021 to
JUNE 30, 2022**

BE IT RESOLVED by the City Council of the CITY OF WILLOWS, that said Council does hereby approve the agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated 07-01-2021. This agreement provides dispatch services during the State fiscal year 2021/2022.

BE IT FURTHER RESOLVED that Larry Domenighini, MAYOR is hereby authorized to sign and execute said agreement on behalf of the CITY OF WILLOWS.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on Tuesday the 13th day of July 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTESTED:

LARRY DOMENIGHINI, MAYOR

TARA RUSTENHOVEN, CITY CLERK

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**
LG-1 REV. 11/2020

AGREEMENT NUMBER	2CA05434
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

CITY OF WILLOWS

2. The term of this Agreement is: July 1, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: \$ 50,556.00
Fifty thousand five hundred fifty six dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	6	pages
Exhibit E – Description of Other Services	1	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



LOCAL AGENCY		<i>California Department of General Services Use Only</i>
LOCAL AGENCY'S NAME City of Willows		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Larry Domenighini, Mayor		
ADDRESS 201 N Lassen, Willows, CA 95988		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Forestry and Fire Protection		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Chris Anthony, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety		
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460		

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:		Local Agency:	City of Willows
Name:	Dave Russell	Name:	Larry Domenighini
Phone:	(530) 528-5199	Phone:	(530) 934-7041
Fax:	(530) 529-8538	Fax:	(530) 934-7042

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Dave Russell	Local Agency:	City of Willows
Section/Unit:	Tehama-Glenn Unit	Section/Unit:	
Attention:	Lore Loucks	Attention:	Larry Domenighini
Address:	604 Antelope Blvd.	Address:	
Phone:	(530) 528-5118	Phone:	201 N Lassen, Willows, CA 95988
Fax:	(530) 529-8538	Fax:	(530) 934-7041 (530) 934-7042

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS**: Time is of the essence in the performance of this agreement.
12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

Contractor Name: CITY OF WILLOWS

Contract No.: **2CA05434**

Page No.: 14

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

Contractor Name: CITY OF WILLOWS

Contract No.: **2CA05434**

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LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

EXHIBIT D, SCHEDULE A
STATE FUNDED RESOURCES
FISCAL DISPLAY
PRC 4142

NAME OF AGENCY: City of Willows

Contract number: 2CA05434

INDEX: 2500

PCA: 27640

Fiscal Year: 2021/2022

This is Schedule A of Cooperative Agreement originally dated July 1, 2021, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Fiscal Year: 2021
 Index: 2500
 PCA: 27640
 PRC: 2042

Unit: Tehama-Glenn

PS Sub Total	\$0
OE Sub Total	\$45,135
Admin	\$5,421
Total	\$50,556

Contract Name: City of Willows
 Contract No.: 2CA05434
 Page No.: 18

Comments: This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2021 between CITY OF WILLOWS and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	DAVE RUSSELL
CAL FIRE Region Chief	MIKE BRADLEY

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	\$0

Operating Expense

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	Uniform Benefits	Total
GENERAL EXPENSE	Miscellaneous	1003	1	\$45	\$ 45,135		\$ 45,135
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -

Total OE \$ 45,135

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: City of Willows

This is Schedule B of Cooperative Agreement originally dated July 1, 2021, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2021/2022

Unit Administration

- 1 – Battalion Chief
- 5 – Fire Captains: ECC
- .5 – Communication Operators

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2021, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY: City of Willows

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2021/2022

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR
TORT LIABILITY**

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____
Signature Printed Name

Title

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
WORKER'S COMPENSATION BENEFITS**

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____
Signature Printed Name

Title

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
LOCAL AGENCY-OWNED VEHICLES**

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____
Signature Printed Name

Title

Exhibit E
DESCRIPTION OF OTHER SERVICES

The Red Bluff Emergency Command Center will provide the following services:

Serve as the secondary public safety answering point for emergency service requests within the following jurisdictions: City of Willows. Emergency callers will be transferred to and interrogated by the Red Bluff Emergency Command Center.

Provide dispatching services for City of Willows.

Perform call taking and dispatching services utilizing existing CAL FIRE computer aided dispatch system (CAD), radio, internet, and telephone infrastructure within the Red Bluff Emergency Command Center.

CAL FIRE will be responsible for maintaining the existing CAL FIRE VHF Radio between the Red Bluff Emergency Command Center and Red Mountain Vault.

Provide City of Willows, access to dispatch report records via the CAL FIRE reporting program.

Provide City of Willows a district wide repeated radio frequency as a command frequency for dispatching calls.

City of Willows will be responsible for the following:

Labor and costs associated with the purchasing, upgrading, and maintaining all fixed radio infrastructure (radios, antennas, base station radios, etc.) required for the communication between City of Willows and the Red Bluff Emergency Command Center.

Labor and costs associated with the purchasing, upgrading, maintaining, and programming of all mobile radio infrastructure (mobile radios, handie talkies, pagers, etc.).

Providing the Red Bluff Emergency Command Center dispatch response plans, including copies of all auto and mutual aid agreements.

Ensuring all field user radio communications and interactions with the Red Bluff Emergency Command Center are in accordance with the TGU Radio Communications Guide and FCC requirements.

Providing Red Bluff Emergency Command Center with timely map data updates.

All costs associated with the programming, updating, or changing of Red Bluff Emergency Command Center radios (alert tone changes, frequency changes, repeater changes, etc.) at request of or to meet the needs of the City of Willows.

All services beyond those listed may require contract review which may lead to additional costs.

**WILLOWS CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DAVID G. RITCHIE, CITY ATTORNEY
WAYNE PEABODY, INTERIM CITY MANAGER**

**RE: CONSIDERATION OF RESOLUTION NO ___ - 2021, A RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF WILLOWS, APPOINTING A
NEW INTERIM CITY MANAGER AND APPROVING A RELATED
INTERIM CITY MANAGER EMPLOYMENT AGREEMENT**

DATE: JULY 13, 2021

SUMMARY

The City has employed the current Fire Chief, Wayne Peabody as Interim City Manager since March of 2016. Earlier this year Council authorized commencement of recruitment efforts for a permanent City Manager however it is anticipated that this process will not be completed for several more months. In the meantime, the Council directed staff to bring forward options for a replacement Interim City Manager so that the current interim could return to his primary assignment as Chief as anticipated.

Council received interest from Marti Brown, currently the General Manager of the Kensington Police Protection and Community Service District, to serve in an interim capacity for the City of Willows. Ms. Brown's prior experience includes service as the City Manager for the City of Marysville, CA; and Community Development Director for the City of Arvin, CA, her other local government agency experience includes experience as a Senior Redevelopment Planner at the Sacramento Housing and Redevelopment Agency and as an Assistant Planner at the City of Berkeley, CA. Ms. Brown has also served in an elected capacity as a City councilmember in Vallejo where she was recognized for introducing the concept of participatory budgeting for that City's measure B project funds and where she fought for local control and reductions in state regulation by opposing AB 506 (2011).

DISCUSSION

Staff is presenting the attached Agreement for Council Consideration. If approved, Ms. Brown will begin serving the City as the new Interim City Manager on or before Monday August 17, 2021. Ms. Brown has also expressed interest in applying for the permanent City Manager position and the City anticipates her participation in that recruitment, we note it is desirable to allow for a full recruitment process prior to any permanent appointment.

Given Ms. Brown's prior experience having served as City Manager in Marysville, CA and experience dealing with similar challenges as face the City of Willows, and following council's review of her qualifications and interview, it directed staff to prepare a proposed agreement for their consideration. The proposed Agreement is comparable to other City Manager positions within the Glenn County region¹. The Agreement provides for the following salary and benefits:

- Annual base salary of \$140,000.00
- City match of employee contributions to qualified 457(b) deferred compensation up to 5% of salary
- Provides 40 hours of paid administrative leave per year (not rolled over) to offset the exempt nature of employment under the Fair Labor Standards Act (no overtime) and hours of work requirements of the position.
- Provides the same CalPERS retirement, health benefits, leave accruals and other benefits consistent with those provided to other senior management level employees of the City.
- Provides for reimbursement for participation in League of California Cities and participation in other activities relevant to the City Manager's professional development as agreed from time-to-time in consultation with the City Council.
- Provides for a stipend of \$200 per month to cover incidental use of the Employee's personal vehicle for City business (Incidental use means: round trips less than 50 miles total, longer trips are reimbursed at the applicable IRS rate, currently \$0.56/mi) and reimbursement for a portion of cell phone use for business purposes.

FISCAL IMPACT

The cost of this Agreement for this position is estimated at approximately \$210,000 (inclusive of the cost of salary-related costs such as PERS retirement, medical premiums and deferred compensation among other salary-related costs. These have been included in the approved Budget for FY 2021-22 and therefore there is no additional fiscal impact necessitating a budget change related to this item.

ALTERNATIVES

The Council could decline to appoint a new interim City Manager and reject the Agreement. If rejected Council would provide further direction to staff. Council would then consider whether to designate a qualified City employee to perform the duties of the City Manager while the vacancy exists as City Manager Pro Tempore (WMC 2.10.050).

¹ For example, the current Agreement governing the City Manager Employment in Orland, adopted in May of 2021 provides for base annual compensation of \$150,000.00 per year plus a match of employee contributions to deferred compensation up to 5% along with an increase to \$160,000 in base salary beginning in May of 2022. Orland conducted a salary survey for City Managers in nine local comparably sized cities when setting the base salary establishing that the current average City Manager base salary regionally is \$152,000.00

RECOMMENDATIONS

1. Adopt Resolution No. ____-2021 (amended) - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, APPOINTING A NEW INTERIM CITY MANAGER AND APPROVING A RELATED INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

ATTACHMENTS

RESOLUTION No. ____-2021
Employment Agreement (Form of Agreement)

CITY OF WILLOWS

RESOLUTION NO. xx-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS,
APPOINTING A NEW INTERIM CITY MANAGER AND APPROVING A RELATED
INTERIM CITY MANAGER EMPLOYMENT AGREEMENT**

WHEREAS, the City Council of the City of Willows, CA desires to make an appointment to the position of Interim City Manager pursuant to the authority contained in Willows Municipal Code Section 2.10.010; and

WHEREAS, pursuant to Government Code Section 36506, the City Council is required to establish the compensation for the City Manager position by ordinance or resolution; and

WHEREAS, the City Council desires to set the compensation and other terms and conditions of employment for the City Manager and approve an Interim City Manager Agreement (“Employment Agreement”); therefore,

BE IT HEREBY RESOLVED by the Willows City Council as follows:

1. Marti Brown is hereby appointed to the position of Interim City Manager.
2. The base salary for the City Manager (interim) is established at \$140,000.00
3. The Interim City Manager Employment Agreement, attached as Exhibit 1 to the staff report and Exhibit A to that Agreement incorporating the existing Willows Municipal Code Section 2.10.010-2.10.280 are hereby approved.
4. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Willows held on Tuesday, July 13, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Larry Domenighini, Mayor

Tara Rustenhoven, City Clerk

**EMPLOYMENT AGREEMENT
CITY OF WILLOWS**

INTERIM CITY MANAGER

This Agreement is entered into and effective this ____ day of July, 2021, between the City of Willows ("City") and Marti Brown, ("Employee" or "Interim City Manager").

RECITALS

A. WHEREAS, the City of Willows wishes to engage the services of Employee as the Interim City Manager of the City and to provide certain compensation and to establish certain conditions of employment of the Interim City Manager;

B. WHEREAS, Employee desires to accept employment as Interim City Manager under the terms and conditions contained in this contract;

C. WHEREAS, in consideration of the mutual covenants and conditions contained in this contract, the parties agree as follows:

1. **Incorporation of Willows Municipal Code.** Willows Municipal Code Chapter 2, Section 10.010 through Section 10.280 are incorporated herein and attached hereto as Exhibit "A" to this Agreement. These provisions of the Willows municipal code and shall form a part of this Agreement. Should any provision of this Agreement conflict with these provisions of the Municipal Code, the Municipal Code shall prevail. The parties agree and acknowledge that while Willows Municipal Code Section 2.10.290 applies to a permanently appointed City Manager it is expressly not incorporated herein, nor does this code section apply to an interim appointee given the intended temporary nature of the appointment.

2. **Effective Date.** The effective date of this contract shall begin on July ____, 2021 and it shall continue unless and until the City and/or Employee or the Parties terminate the agreement pursuant to the termination, severance and resignation provisions of this contract. Both the City and the Employee understand that the Interim City Manager's employment is an at-will employment. Thus, Employee serves at the pleasure of the City Council subject to any termination and severance and notice provisions contained in this Agreement. In like manner, nothing in this contract shall be deemed to interfere with the right of Employee to resign at any time subject to the resignation and notice provisions of this contract. Employee agrees to an employment start date no later than Monday, August 16, 2021 or sooner if the Employee is available. Compensation will begin on the first day actually worked.

2. **Duties.** The City hereby employs Employee as Interim City Manager to perform, without limitation, the duties set forth by statute, any relevant City ordinances and resolutions, and such other legally permissible and proper duties and functions as the City Council may assign from time to time. The Interim City Manager shall report directly to the City Council and shall assume overall responsibility for the management and operation of the City, subject,

however, to all applicable laws, rules and regulations and to the policies and directions theretofore and from time to time established by the City Council. The provisions of Willows Municipal Code Chapter 2, Section 10

The Interim City Manager shall, while employed by the City, not accept other employment or perform other services for compensation without first having obtained permission from the City Council, which the Council may withhold in its sole discretion.

The Interim City Manager shall not engage in any activity which is or may become a conflict of interest or which may create an incompatibility of office as defined under California law. The Interim City Manager must annually complete financial disclosure forms as required by law.

3. Compensation and Benefits.

A. Compensation. City agrees to pay the Employee for their services rendered hereunder as Interim City Manager an annual base salary of One Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00) payable in installments at the same time and manner as other employees of the City.

B. Benefits. Unless otherwise specifically provided for in this Agreement, City will provide the Interim City Manager with the same type and level of benefits as provided to other full time senior management level employees within the City's employ, including, but not limited to holidays, sick leave, vacation, CalPERS "Miscellaneous" employee retirement¹, term life insurance, "cafeteria plan" benefits, medical insurance, vision and dental insurance.

C. Deferred Compensation Retirement Plan (IRS 457(b)). The City will match payroll contributions made by the Employee to any City-approved Deferred Compensation Plan; up to a maximum of five percent (5%) of the Employee's annual base salary.

D. Hours of Work and Administrative Leave. In recognition of the fact that the Employee is an Exempt employee pursuant to the provisions of the Fair Labor Standards Act (FLSA), and that Employee is expected to work any and all hours/days necessary to competently and fully perform the functions as Interim City Manager², the Employee will be provided with ten (10) days of paid administrative leave in each full calendar year of employment. This administrative leave shall not accrue or carry over from one year to the next and shall not be eligible to be converted to a cash benefit nor paid out upon separation of employment.

E. Reimbursement for Employee Cell Phone and Incidental Vehicle Use

¹ The City participates in CalPERS 3%@60 as a contracting local government agency for all qualifying "Classic" miscellaneous members of CalPERS, and 2%@62 for all qualifying "New" member miscellaneous members of CalPERS. Required employee contributions toward retirement are deducted from salary in amounts prescribed by CalPERS.

² Normal working hours for the City are forty (40) hours per week. It is expected that the Employee will be generally available during those hours. Employee may adjust hours of work as appropriate.

The City agrees to provide a reimbursement to the employee of \$200 per month to reimburse the cost associated with the employee use of her personal cell phone and incidental use of the employee's personal vehicle for business purposes. Incidental vehicle use, for purposes of this section includes the employee's use of their own vehicle in performance of her duties as Interim City Manager for round-trip distances of less than 50 miles. All use of employee's vehicle for work-related travel of 50 miles round-trip or greater are eligible for reimbursement at the then applicable IRS rate (currently \$0.56/mi).

4. Professional Growth and Standing. The City encourages the continuing professional growth of the Interim City Manager through their participation in such activities as:

A. Conferences, programs, and other activities conducted by or sponsored by local, or state, associations of California Cities;

B. Seminars and courses offered by public or private educational institutions relating to California City Management and Governance;

C. Informational meetings with other persons whose particular skills or backgrounds serve to improve the capacity of the Interim City Manager to perform their professional responsibilities for the City;

D. Subscription to and reading of appropriate California Cities bulletins, and periodicals.

The City agrees to budget and pay the Interim City Manager's reasonable and necessary membership, travel, subsistence, and other expenses associated with participation and membership in such organizations and activities. These activities shall be coordinated with the City Council and include but are not necessarily limited to: the International City Managers Association Conference, the League of California Cities, and regional, state and local governmental groups and committees on which the Employee serves as a member. Reimbursement for any such activities not paid in advance by the City shall be made to the Employee in accordance with applicable City policies and rules and regulations; and,

5. Performance Review / Appraisal. The City Council shall, from time-to-time and at least on an annual basis, review the performance of the Interim City Manager. As part of any performance appraisal of the Interim City Manager's annual evaluation, the Council shall also, as it deems appropriate, establish any new goals and objectives of the Interim City Manager, and may also review and set the level of compensation and benefits payable to the Interim City Manager.

6. Termination of Employment. The Interim City Manager's employment hereunder may be terminated in accordance with the provisions of this section:

A. At-Will Employee. Interim City Manager serves at the pleasure of the City Council and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the Council to terminate the services of Interim City Manager with or without cause. There is no express or implied promise made to Interim City Manager for any form of continued

employment. This Agreement is the sole and exclusive basis for an employment relationship between Interim City Manager and the City.

B. Termination Not-For-Cause. In the exercise of its sole discretion, the Council may terminate the Interim City Manager for reasons other than cause upon thirty (30) days written notice.

C. Termination For Cause, or In The Event of Death. Notwithstanding any other provision of this Agreement, this Agreement shall terminate upon the death of the Interim City Manager or in the event the Interim City Manager is terminated by the City Council for "cause" as defined below. In the event of such termination for cause, the City shall be under no obligation to the Interim City Manager under this Agreement except for prorated salary and benefits due and unpaid to the date of termination. "Cause" for termination of employment shall include, by way of illustration and not limitation, any of the following acts or conditions on the part of the Interim City Manager:

- (1) Any willful breach of duty by the employee in the course of their employment, habitual neglect of duty or continued incapacity to discharge their duty/duties; or
- (2) Failure of good behavior either during or after duty hours which is of such a nature that it causes discredit to the City.
- (3) Conviction of a felony or entry of a plea of nolo contendere to a felony offense; or
- (4) Conviction of, or entry of a plea of nolo contendere to any crime involving moral turpitude or dishonesty.
- (5) Breach of this contract.
- (6) The disability of Employee, as defined in this Contract.
- (7) If the Employee materially breaches this Contract, is insubordinate or is grossly negligent in performing their duties pursuant to this Contract.
- (8) If the Employee violates any policies of Employer that cause a substantial loss or damage or injury to Employer's property or employees.
- (9) If Employee habitually fails to report to work.
- (10) If Employee commits actions of fraud, embezzlement, bribery, or other similar serious acts in connection with Employee's employment with Employer.

D. Disability Termination. If Employee shall, for whatever reason, become incapable of performing any of the essential functions of Employee's position, even with reasonable accommodation by Employer, either (1) permanently, or (2) for a period exceeding the period of leave available to the Employee under the Family Medical Leave Act or the California Family

Rights Act, or accrued sick leave, whichever is longer, then Employee shall be deemed to have suffered a disability. As the Executive Director position requires Employee to devote a great deal of time both during and outside of normal office hours to the business of Employer, Employee recognizes that granting a leave longer than the time period stated in this section may constitute an undue hardship on Employer. In accordance with applicable law, any request for leave that does constitute an undue hardship shall be grounds for termination of this Contract.

E. **Resignation/Retirement of Interim City Manager.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Interim City Manager to resign at any time from their position with the City. The Interim City Manager may terminate the Agreement by submitting written notice of their resignation to the City and shall give the City not less than thirty (30) days written notice of their intention to resign or retire. If Interim City Manager resigns or retires from employment with the City, they shall not be entitled to any severance pay. Interim City Manager shall be paid for all accrued vacation to the effective date of the termination.

F. **Communications Upon Employee Separation.** In the event of separation of the Employee, the City, members of the Council and Employee shall refrain from making any written, oral or electronic statement to any member of the public, media or other third parties concerning the separation other than dates of hire, notice and separation, salary paid, and positions held. The Parties may elect to prepare a joint media release or statement containing non-disparaging content that is mutually agreeable to the City and Employee. Either Party may verbally repeat the substance of the joint media release in response to any inquiry. Nothing in this section shall be construed to prevent disclosures or responses to public records requests or as otherwise required by law.

7. **Bonding.** The City will pay for the cost of fiduciary bonds required of the Employee as a consequence of the Employee's performance of duties as Interim City Manager of the City.

8. **Indemnification.** The City shall indemnify and defend the Employee from any and all claims, demands, actions, losses, or charges arising out of, related to or as a consequence of the Employee's performance of duties and conduct that are within the scope of employment. Acts of the Employee that substantially deviate from the assigned duties for a personal purpose, criminal and other conduct such as assault, battery, sexual harassment, whistleblower retaliation, and other intentional torts that are unrelated to the Employee's job are deemed to be outside the ordinary course and scope of employment for purposes of this section.

The parties agree that this section shall survive termination of this Agreement and Employee's employment with the City. This section shall apply at the time any such claim, demand, action, loss or charge is made or occurs as the case may be provided that the act or omission giving rise to the claim occurred during the time that the Employee was employed by the City.

9. **General Provisions.**

A. Law Governing Agreement / Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, the venue shall be the County of Glenn, California.

B. Entire Agreement / Modifications. This Agreement supersedes any and all other agreements, whether oral or in writing, between the City and the Interim City Manager with respect to the Interim City Manager's employment hereunder, Any modification of this Agreement shall be effective only if embodied in a formal amendment duly adopted by resolution of the City Council and reduced to a fully executed written document in writing. Any amendment that alters the salary or benefits provided to the Interim City Manager under this Agreement may only be adopted by resolution in open session at a regular meeting of the City Council of the City of Willows, CA.

C. Attorney's Fees. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs, in addition to any other relief.

D. Notices. Any notices given pursuant to the terms of this contract shall be given by certified, registered mail, return receipt requested, addressed as follows:

- (i) CITY: City Council
City of Willows
201 North Lassen St.
Willows, CA 95988
- (ii) INTERIM CITY MANAGER: Marti Brown
827 8th Street
Marysville, CA 95901
- (iii) COPY TO: David G. Ritchie, Esq., City Attorney
Cole Huber LLP
2281 Lava Ridge Court, Ste 300
Roseville, CA 95661

All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been given at the time of delivery if given in person or within twenty-four (24) hours after being sent by certified mail, postage prepaid, return receipt requested and addressed as indicated above or at the latest address in the City's employment records or at any other address which either party shall give written notice of pursuant to this section.

E. Waiver. No waiver of a breach of any of the covenants, agreements, provisions, or conditions of this Agreement by either party shall be construed to be a waiver of any later breach of the same or other covenant, agreements, provisions or conditions of this Agreement.

F. Assignment. This Agreement is not assignable by the City or the Interim City Manager.

G. Severability. In the event that any provision of this Agreement is invalid or otherwise determined to be unlawful or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

H. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, agents and personal representatives.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the Mayor on behalf of the City Council. It has also been executed by the Interim City Manager on the date first above written.

CITY OF WILLOWS

By: _____
Larry Domenighini, Mayor

INTERIM CITY MANAGER

By: _____
Marti Brown, Interim City Manager

APPROVED AS TO FORM:

David G. Ritchie, City Special Counsel
Cole Huber LLP

“APPENDIX A”

Chapter 2.10

CITY MANAGER¹

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2.10.010 Creation of office – Qualifications – No fixed term of office.

The office of the city manager is created and established. The city manager shall be appointed by the city council wholly on the basis of his administrative and executive ability and qualifications and shall hold office for and during the pleasure of the city council. [Ord. 415 § 1, 11-9-64. Prior code § 2-56].

2.10.020 Residence requirements.

Residence in the city at the time of appointment of a city manager shall not be required as a condition of appointment nor as a condition for the continuing employment of a city manager, but the city manager shall maintain his residence within such proximity to the city as the city council shall in its discretion determine from time to time by appropriate resolution. [Ord. 438 § 1, 12-28-66; Ord. 415 § 2, 11-9-64. Prior code § 2-57].

2.10.030 Eligibility of councilman.

No person elected as a councilman of the city shall, subsequent to such election, be eligible for appointment as city manager until one year has elapsed after such council member shall have ceased to be a member of the city council. [Ord. 415 § 3, 11-9-64. Prior code § 2-58].

2.10.040 Official bond.

The city manager shall furnish a corporate surety bond to be approved by the city council, which bond shall be conditioned upon the faithful performance of the duties imposed upon him by law. Any premium for such bond shall be a proper charge against the city. [Ord. 415 § 4, 11-9-64. Prior code § 2-59].

2.10.050 City manager pro tempore.

The city manager shall appoint, subject to the approval of the city council, one of the other officers or department heads of the city to serve as a manager pro tempore during any temporary absence or disability of the city manager. In case of the absence or disability of the city manager and his failure to so appoint a manager pro tempore, the city council may designate some qualified city employee to perform the duties of the city manager during the period of absence or disability of the city manager, subject, however, to said person furnishing a corporate surety bond as required of the city manager, conditioned upon faithful performance of the duties required to be performed. [Ord. 415 § 5, 11-9-64. Prior code § 2-60].

2.10.060 Compensation – Expense reimbursement.

The city manager shall receive such compensation and expense allowances as the city council shall from time to time determine and fix by resolution, and said compensation and expenses shall be a proper charge against such funds of the city as the city council shall designate.

The city manager shall be reimbursed for all sums necessarily incurred or paid by him in the performance of his duties or incurred when traveling on business pertaining to the city under direction of the city council; reimbursement shall only be made, however, when a verified itemized claim, setting forth the sums expended for such business for which reimbursement is requested, has been presented to the city council for approval and approved. [Ord. 415 § 6, 11-9-64. Prior code § 2-61].

2.10.070 Chief administrative officer.

The city manager shall be the administrative head of the government of the city under the direction and control of the city council except as otherwise provided in this code. He shall be responsible for the efficient administration of all the affairs of the city which are under his control. In addition to his general powers as administrative head, and not as a limitation thereon, it shall be his duty and he shall have the powers set forth in this chapter. [Ord. 415 § 7, 11-9-64. Prior code § 2-62].

2.10.080 To enforce law.

It shall be the duty of the city manager to enforce all laws and ordinances of the city and to see that all franchises, contracts, permits and privileges granted by the city council are faithfully observed. [Ord. 415 § 8, 11-9-64. Prior code § 2-63].

2.10.090 Supervision of employees.

It shall be the duty of the city manager and he shall have the authority to control, order and give directions to all heads of departments and to subordinate officers and employees of the city under his jurisdiction through their department heads. [Ord. 415 § 9, 11-9-64. Prior code § 2-64].

2.10.100 Appointment, removal, etc., of employees.

It shall be the duty of the city manager to, and he shall, appoint, remove, promote, and demote any and all officers and employees of the city, except the city attorney. All such duties shall be performed in accordance with the personnel system of the city from time to time existing. All promotions, appointments and demotions shall be subject to the approval of the city council, and such action shall be temporary until such action is approved by order or resolution of the city council. The city manager shall inform the city council of such appointments, promotions or demotions at the next regular or special meeting of the city council following the action by the city manager. [Ord. 720-16 § 1, 2-9-16; Ord. 717-15 § 1, 7-28-15; Ord. 456 § 1, 6-10-68; Ord. 415 § 10, 11-9-64. Prior code § 2-65].

2.10.110 Recommending reorganization of offices.

It shall be the duty and responsibility of the city manager to recommend to the city council such reorganization of offices, positions, departments or units under his direction as may be indicated in the interest of efficient, effective and economical conduct of the city's business. [Ord. 415 § 11, 11-9-64. Prior code § 2-66].

2.10.120 Recommending adoption of ordinances.

It shall be the duty of the city manager to recommend to the city council for adoption such measures and ordinances as he deems necessary or expedient. [Ord. 415 § 12, 11-9-64. Prior code § 2-67].

2.10.130 Attending council meeting.

It shall be the duty of the city manager to attend all meetings of the city council unless excused therefrom, except when his removal is under consideration. [Ord. 415 § 13, 11-9-64. Prior code § 2-68].

2.10.140 Participation in commission, etc., meetings.

The city manager may attend any meetings of the planning commission, recreation or park commission, and any other commission, board or committee created by the city council, upon his own volition or upon direction of the city council. At such meetings which the city manager attends, he shall be heard by such commissions, boards and committees as to all matters upon which he wishes to address the members thereof, and he shall inform said members as to the status of any matter being considered by the city council and shall cooperate to the fullest extent with the members of the commissions, boards and committees appointed by the city council. [Ord. 415 § 24, 11-9-64. Prior code § 2-69].

2.10.150 Advice to council as to financial condition and needs of city.

It shall be the duty of the city manager to keep the city council at all times fully advised as to the financial condition and needs of the city. [Ord. 415 § 14, 11-9-64. Prior code § 2-70].

2.10.160 Preparing and submitting proposed budget and salary plan.

It shall be the duty of the city manager to prepare and submit the proposed annual budget and the proposed annual salary plan to the city council for its approval. [Ord. 415 § 15, 11-9-64. Prior code § 2-71].

2.10.170 Approval of purchases and expenditures.

It shall be the duty of the city manager and he shall be responsible for the purchase of all supplies for all of the departments or divisions of the city. No expenditures shall be submitted or recommended to the city council except on report and approval of the city manager. [Ord. 415 § 16, 11-9-64. Prior code § 2-72].

2.10.180 Investigations – Into city affairs.

It shall be the duty of the city manager to make investigations into the affairs of the city and any department or division thereof, and any contract for the proper performance of any obligation of the city. [Ord. 415 § 17, 11-9-64. Prior code § 2-73].

2.10.190 Investigations – Into complaints – Enforcing franchises.

It shall be the duty of the city manager to investigate all complaints in relation to matters concerning the administration of the city government and in regard to the service maintained by public utilities in the city, and to see that all franchises, permits, contracts and privileges granted by the city are faithfully performed and observed. [Ord. 415 § 18, 11-9-64. Prior code § 2-74].

2.10.200 Control over public property.

It shall be the duty of the city manager and he shall exercise general supervision over all public buildings, public parks and all other public property which are under the control and jurisdiction of the city council. [Ord. 415 § 19, 11-9-64. Prior code § 2-75].

2.10.210 Devotion of time to duties.

It shall be the duty of the city manager to devote his entire time to the duties of his office in the interest of the city. [Ord. 415 § 20, 11-9-64. Prior code § 2-76].

2.10.220 Additional powers and duties may be prescribed.

It shall be the duty of the city manager to perform such other duties and exercise such other powers as may be delegated to him from time to time by ordinance or resolution or other action of the city council. [Ord. 415 § 21, 11-9-64. Prior code § 2-77].

2.10.230 Relationship to council.

The city council and its members shall deal with the administrative services of the city only through the city manager, except for the purpose of inquiry, and neither the city council nor any member thereof shall give orders to any subordinates of the city manager. The city manager shall take his orders and instructions from the city council only when sitting in a duly held meeting of the city council and no individual councilman shall give any orders or instruction to the city manager. [Ord. 415 § 22, 11-9-64. Prior code § 2-78].

2.10.240 Cooperation by other officers.

It shall be the duty of all subordinate officers and the city clerk, city treasurer and city attorney to assist the city manager in administering the affairs of the city efficiently, economically and harmoniously so far as may be consistent with their duties as prescribed by law and ordinances of the city. [Ord. 415 § 23, 11-9-64. Prior code § 2-79].

2.10.250 Removal from office – Required vote – Notice of council intention.

The removal from office of the city manager shall be only upon a three member vote of the whole council in the city in regular council meeting, subject, however, to the provisions of WMC 2.10.260, 2.10.270 and 2.10.280. In case of his intended removal by the city council, the city manager shall be furnished with a written notice stating the council's intention to remove him and the reasons therefor, at least 30 days before the effective date of his removal. [Ord. 415 § 25, 11-9-64. Prior code § 2-80].

2.10.260 Removal from office – Hearing.

Within seven days after the delivery to the city manager of such notice he may, by written notification to the city clerk, request a hearing before the city council. Thereafter, the city council shall fix a time for the hearing which shall be held at its usual meeting place, but before the expiration of the 30-day period, at which time the city manager shall appear and be heard, with or without counsel. [Ord. 415 § 26, 11-9-64. Prior code § 2-81].

2.10.270 Removal from office – Suspension pending hearing.

After furnishing the city manager with written notice of intended removal, the city council may suspend him from duty, but his compensation shall continue until his removal by resolution of the council passed subsequent to the aforesaid hearing. [Ord. 415 § 27, 11-9-64. Prior code § 2-82].

2.10.280 Removal from office – Discretionary with council.

In removing the city manager, the city council shall use its uncontrolled discretion and its action shall be final and shall not depend upon any particular showing or degree of proof at the hearing, the purpose of which hearing is to allow the city manager to present to said city council his grounds of opposition to his removal prior to its action. [Ord. 415 § 28, 11-9-64. Prior code § 2-83].

2.10.290 Removal from office – Prohibited within 90 days after the election.

Notwithstanding the provisions of this chapter, the city manager shall not be removed from office during or within a period of 90 days next succeeding any general municipal election held in the city at which election a member of the city council is elected. The purpose of this provision is to allow any newly elected member of the city council or a reorganized city council to observe the actions and ability of the city manager in the performance of the powers and duties of his office. After the expiration of said 90-day period aforementioned, the provisions of WMC 2.10.280 as to the removal of the city manager shall apply and be effective. [Ord. 415 § 29, 11-9-64. Prior code § 2-84].

¹**Cross reference**—City manager or his designee is the director of finance, WMC 2.20.020.

State law reference—For relevant provisions, see § 34851 et seq., Gov. Code.

The Willows Municipal Code is current through Ordinance 752-21, passed March 9, 2021.

Disclaimer: The city clerk's office has the official version of the Willows Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

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