



# Willows City Council Regular Meeting

October 10, 2023  
Willows City Hall  
Regular Session - 6:00 PM

City Council  
Rick Thomas, Mayor  
David Vodden, Vice Mayor  
Gary Hansen, Council Member  
Forrest Sprague, Council Member  
Evan Hutson, Council Member

City Manager  
Marti Brown

City Clerk  
Amos Hoover

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

## Agenda

### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

### 3. ROLL CALL

### 4. CHANGES TO THE AGENDA

### 5. CEREMONIAL MATTERS

a. Proclamation: *Global War on Terrorism Recognition*

### 6. PUBLIC COMMENT & CONSENT CALENDAR FORUM

All matters on the Consent Calendar are considered routine and are approved by one motion and vote, unless Councilmembers or the City Manager first requests that a matter be removed for separate discussion and action. Individuals wishing to address the City Council concerning Consent Calendar items or regarding matters that are not already on the agenda are invited to make oral comments of up to three minutes at this time. Please address your comments to the Mayor and Councilmembers, and not to staff and/or the audience. By State law, the Council is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the City Council, please mail it to the City Clerk at 201 North Lassen Street, Willows, CA 95988 or email it to: [ahoover@cityofwillows.org](mailto:ahoover@cityofwillows.org).

#### a. Register Approval

Recommended Action: Approve general checking, payroll, and direct deposit check registers.  
Contact: Amos Hoover, City Clerk, [ahoover@cityofwillows.org](mailto:ahoover@cityofwillows.org)

#### b. Minutes Approval

Recommended Action: Approve the September 12 and October 4, 2023, meeting minutes.  
Contact: Amos Hoover, City Clerk, [ahoover@cityofwillows.org](mailto:ahoover@cityofwillows.org)

#### c. Glenn County Health and Human Services Agency Agreement

Recommended Action: Authorize the Library Director, or designee, to sign the agreement with the Health and Human Services Agency for the purpose of the Willows Library partnering with Glenn County HHSA to provide the citizens of Glenn County with public health education, including timely access to COVID-19 mitigation, treatment, and prevention.

Contact: Jody Meza, Library Director, [jmeza@cityofwillows.org](mailto:jmeza@cityofwillows.org)

**d. Opt-in to the Uniform Construction Cost Accounting Act**

Recommended Action: Approve the attached resolution declaring the City's election to adopt the informal bidding procedures and other provisions of the California Uniform Public Construction Cost Accounting Act (ACT) and introduce the attached ordinance to implement the provisions of the Act to help expedite the delivery and reduce the cost of small projects.

Contact: John Wanger, City Engineer, [jwanger@cityofwillows.org](mailto:jwanger@cityofwillows.org)

**e. Planning Commission Appointment**

Recommended Action: Consider the recommendation of the Council appointed ad hoc committee of Mayor Thomas and Vice Mayor Vodden to appoint Sherry Brott as the City's next Planning Commissioner.

Contact: Amos Hoover, City Clerk, [ahoover@cityofwillows.org](mailto:ahoover@cityofwillows.org)

**7. PUBLIC HEARING**

All matters in this section of the agenda are formal public hearings and will be acted on individually. Once the Mayor opens the public hearing, members of the public may request to speak. When you are called on by the Mayor, please state your name clearly for the audio recording. If you have any documentation that you would like to be distributed to the Council, please give it to the City Clerk for distribution.

**a. General Plan Update - North Valley Indian Health Rezone Project**

Recommended Action: Conduct a public hearing and, upon conclusion, read by title only and pass the first reading of a resolution entitled: "A resolution approving the request to amend the general plan land use map (file#GPA-23-01) and redesignate five parcels from office and professional to general commercial and approve the request to modify the zoning map (file#RZ-23-01) and rezone five parcels from RP (multiple residence professional office district) to CC (central commercial) for property located at assessor's parcel numbers 002-152-001; 002-152-002; 002-152-003; 002-152-007 002-152-012."

Contact: Byron Turner, City Planner, [bturner@cityofwillows.org](mailto:bturner@cityofwillows.org)

**8. DISCUSSION AND ACTION CALENDAR**

All matters in this section of the agenda are discussed and will be acted on individually. Individuals wishing to address the City Council concerning any of these items are invited to make oral comments of up to three minutes at this time. Please address your comments to the Mayor and Councilmembers, and not to staff and/or the audience. When the Mayor calls for public comment, please raise your hand to be acknowledged. While not required, the City requests that you please state your name clearly for the audio recording. By State law, the Council is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the City Council, please mail it to the City Clerk at 201 North Lassen Street, Willows, CA 95988 or email it to: [ahoover@cityofwillows.org](mailto:ahoover@cityofwillows.org).

**a. Award of Contract - Closed Circuit TV (CCTV) Inspection of City Sewer Mains**

Recommended Action: Approve the attached resolution authorizing the City Manager to execute an agreement with NorCal Pipeline Services for \$13,210 and establishing an overall budget for the project of \$14,510.

Contact: John Wanger, City Engineer, [jwanger@cityofwillows.org](mailto:jwanger@cityofwillows.org)

b. **Fiscal Emergency & Sales Tax Ballot Measure**

Recommended Action: Pass a resolution and ordinance declaring a fiscal emergency and authorizing the City Manager to place a 1% sales tax measure on the March 2024 election ballot.

Requested by: Mayor Thomas

Contact: Marti Brown, City Manager, [mbrown@cityofwillows.org](mailto:mbrown@cityofwillows.org)

c. **City Council Committee Appointments**

Recommended Action: Consider City Council committee appointments to include the newly appointed City Councilmember, Evan Hutson; and appoint Councilmembers to vacant positions.

Contact: Amos Hoover, City Clerk, [ahoover@cityofwillows.org](mailto:ahoover@cityofwillows.org)

d. **Willows High School Agriculture Facility Project**

Recommendation: Discuss the proposed Willows High School Agriculture Facility Project and potential responses and courses of action from the City and provide direction to city staff.

Requested by: Councilmember Sprague

Contact: Mart Brown, City Manager, [mbrown@cityofwillows.org](mailto:mbrown@cityofwillows.org)

e. **Sewer Fee Ad Hoc Committee**

Recommendation: Consider changing the name of the Sewage Ad Hoc Committee to Sewage Fee Ad Hoc Committee and appoint Councilmember Sprague and another Councilmember to the Committee replacing former Councilmembers Williams and Hofhenke.

Contact: Marti Brown, City Manager, [mbrown@cityofwillows.org](mailto:mbrown@cityofwillows.org)

9. **COMMENTS & REPORTS**

- a. Council Correspondence
- b. City Council Comments & Reports
- c. City Manager's Report

10. **ADJOURNMENT**

**This agenda was posted on October 6, 2023.**

---

Amos Hoover, 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](http://www.cityofwillows.org).

In compliance with the Americans with Disabilities Act, the City of Willows will make available to members of the public any special assistance necessary to participate in this meeting. 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.*



---

# CEREMONIAL MATTERS



*City of Willows*

*Proclamation*

**WHEREAS**, Operation Enduring Freedom (OEF) was the official name used by the U.S. government for the Global War on Terrorism; and

**WHEREAS**, on October 7, 2001, in response to the September 11 attacks, President George W. Bush announced that airstrikes targeting Al-Qaeda and the Taliban had begun in Afghanistan; and

**WHEREAS**, OEF lasted until December 31, 2014; and

**WHEREAS**, Operation Iraqi Freedom (OIF) lasted from March 20, 2003, to December 18 2011; and

**WHEREAS**, Operation New Dawn (OND) was the new name given to U.S. involvement in Iraq after August 2010 as the U.S. role shifted to reducing and withdrawing troops in anticipation of the end of the Iraqi War in December 2011; and

**WHEREAS**, Operation Inherent Resolve (OIR) covers U.S. operations against the terrorist group the Islamic State in Iraq and the Levant along the Syrian-Iraqi border from October 2014 through today.

**NOW, THEREFORE, BE IT RESOLVED** that I, Richard Thomas, Mayor of the City of Willows and on behalf of the Willows City Council and the Citizens of Willows, do hereby recognize that global terrorism still exists today and remember and honor the approximate 2 million military personnel and their families who have served in these operations. Let us be mindful of their sacrifices for our freedom. And always remember Freedom is not Free.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal this 10<sup>th</sup> day of October 2023.

---

Richard Thomas, Mayor





# PUBLIC COMMENT & CONSENT CALENDAR FORUM



PERIOD

08/22/2023      TO      09/29/2023

Payroll Direct Deposit	00079	TO	00158
Check Register	53546	TO	53581 &
	53682	TO	53689 & 53739

APPROVAL DATE                      10/10/2023

APPROVED \_\_\_\_\_



City of Willows

# Check Register

Packet: APPKT00075 - 20230822 ACCOUNTS PAYABLES

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Gen Chk-General Checking						
1033	AIRGAS NCN	08/22/2023	Regular	0.00	825.00	53555
1052	AMAZON CAPITAL SERVICES	08/22/2023	Regular	0.00	769.05	53556
1068	ANDY HEATH FINANCIAL SERV	08/22/2023	Regular	0.00	5,940.00	53557
1082	ARAMARK	08/22/2023	Regular	0.00	320.06	53558
1198	CALIFORNIA WATER SERVICE	08/22/2023	Regular	0.00	92.07	53559
1258	COLE HUBER LLP	08/22/2023	Regular	0.00	1,794.70	53560
1275	CORBIN WILLITS SYSTEMS	08/22/2023	Regular	0.00	480.52	53561
1277	CORNING LUMBER WILLOWS	08/22/2023	Regular	0.00	45.72	53562
1429	FEDEX	08/22/2023	Regular	0.00	11.05	53563
1539	HINDERLITER DELLAMAS & AS	08/22/2023	Regular	0.00	20,431.81	53564
1566	INFRAMARK, LLC	08/22/2023	Regular	0.00	159,254.50	53565
1614	JODY MEZA	08/22/2023	Regular	0.00	39.24	53566
1623	JON'S BACKFLOW	08/22/2023	Regular	0.00	2,558.00	53567
1665	KNIFE RIVER CONSTRUCTION	08/22/2023	Regular	0.00	432.97	53568
1710	LIFE ASSIST	08/22/2023	Regular	0.00	39.20	53569
1760	MATSON & ISOM TECHNOLOGY	08/22/2023	Regular	0.00	3,175.25	53570
2312	NAPA AUTO PARTS	08/22/2023	Regular	0.00	276.87	53571
1829	NCCSIF	08/22/2023	Regular	0.00	8,017.00	53572
1830	NEC FINANCIAL SERVICES LL	08/22/2023	Regular	0.00	268.08	53573
1866	OFFICE DEPOT, INC.	08/22/2023	Regular	0.00	230.50	53574
2343	OPPENHEIMER INVESTIGATIONS GR	08/22/2023	Regular	0.00	2,739.00	53575
2337	ROGELIO GONZALEZ	08/22/2023	Regular	0.00	15.00	53576
2041	SACRAMENTO VALLEY MIRROR	08/22/2023	Regular	0.00	202.40	53577
2044	SAFETY TIRE SERVICE	08/22/2023	Regular	0.00	217.31	53578
2094	SONGBIRD LANDSCAPE SUPPLY	08/22/2023	Regular	0.00	77.11	53579
2207	TYLER TECHNOLOGIES, INC	08/22/2023	Regular	0.00	5,092.00	53580
2295	WILLOWS ACE HARDWARE	08/22/2023	Regular	0.00	574.81	53581

## Bank Code Gen Chk Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	49	27	0.00	213,919.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>49</b>	<b>27</b>	<b>0.00</b>	<b>213,919.22</b>



City of Willows

# Check Register

Packet: APPKT00073 - 20230630 ACCRUAL #8

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Gen Chk-General Checking						
2354	ADESSA BERGLUND	08/21/2023	Regular	0.00	221.00	53546
2352	EMMA COBB	08/21/2023	Regular	0.00	346.00	53547
2357	HELEN HARLAN	08/21/2023	Regular	0.00	346.00	53548
2358	JILLIAN ROPER	08/21/2023	Regular	0.00	200.00	53549
2356	NICK FLOWERDEW	08/21/2023	Regular	0.00	221.00	53550
1864	O'REILLY AUTO PARTS	08/21/2023	Regular	0.00	146.32	53551
2355	SOPHIA BERGLUND	08/21/2023	Regular	0.00	346.00	53552
2351	TRINITY COBB	08/21/2023	Regular	0.00	221.00	53553
2353	TRISTAN BOBADILLA	08/21/2023	Regular	0.00	221.00	53554

## Bank Code Gen Chk Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	9	9	0.00	2,268.32
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	9	9	0.00	2,268.32



City of Willows

# Check Register

Packet: APPKT00086 - 9-11-23 to 9-24-23 Vendor Payments Pt.  
2

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Gen Chk-General Checking						
1029	AFLAC- FLEX ONE	09/26/2023	Regular	0.00	515.39	53686
1194	CALIFORNIA STATE DISBURSE	09/26/2023	Regular	0.00	162.92	53687
2223	UNITED PUBLIC EMPLOYEES A	09/26/2023	Regular	0.00	91.40	53688
2309	WILLOWS EMPLOYEES ASSOC.	09/26/2023	Regular	0.00	16.00	53689

## Bank Code Gen Chk Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	13	4	0.00	785.71
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	13	4	0.00	785.71



City of Willows

# Check Register

Packet: APPKT00085 - 9-11-23 to 9-24-23 Vendor Payments

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Gen Chk-General Checking						
1029	AFLAC- FLEX ONE	09/26/2023	Regular	0.00	515.39	53682
1194	CALIFORNIA STATE DISBURSE	09/26/2023	Regular	0.00	162.92	53683
1650	FIRE RISK MANAGEMENT SERVICES	09/26/2023	Regular	0.00	8,381.52	53684
1551	HUMANA DENTAL/VISION	09/26/2023	Regular	0.00	561.56	53685

## Bank Code Gen Chk Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	15	4	0.00	9,621.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	15	4	0.00	9,621.39



City of Willows

# Payroll Check Register

## Direct Deposits

Packet: PYPKT00091 - PAY PERIOD 8/14/23 - 8/27/23 PAY DATES 9/1/23  
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Date	Amount	Number
HANSEN, GARY L	HAN02	09/01/2023	228.62	79
HOFHENKE, CASEY	HOF01	09/01/2023	228.62	80
SPRAGUE, FORREST	SPR00	09/01/2023	228.62	81
THOMAS, RICHARD	THO00	09/01/2023	228.62	82
VODDEN, DAVID	VOD00	09/01/2023	228.62	83
BUTLER, KATIE LEEANN	BUT01	09/01/2023	1,434.49	84
BURT, KELLIE D	BUR00	09/01/2023	45.72	85
EHORN, MARIA ANNETTE	EHO00	09/01/2023	45.72	86
MYERS, HOLLY	MEY00	09/01/2023	45.72	87
VALENCIA, LLANIRA	VAL01	09/01/2023	45.72	88
RUSTENHOVEN, TARA L	RUS01	09/01/2023	1,673.00	89
ARELLANES, ASHLEY MARIE	ARE00	09/01/2023	585.94	90
BRIONES, BRENDA VALENZUELA	BRI00	09/01/2023	253.37	91
EHORN, CAITLIN A	EHO02	09/01/2023	1,050.26	92
GAMBOA, YADIRA	GAM00	09/01/2023	313.34	93
SPENCE, KYLIEGH C	SPE02	09/01/2023	496.35	94
VARGAS, GIOVANI	VAR00	09/01/2023	535.46	95
HUTSON, KRISTINA RENEE	HUT04	09/01/2023	709.18	96
ENOS, KYLE	ENO00	09/01/2023	2,955.79	97
LOMBARD, TYLER JOSEPH	LOM00	09/01/2023	1,216.29	98
ABOLD, STEVEN B	ABO00	09/01/2023	1,433.46	99
CAZARES, BENJAMIN L.	CAZ01	09/01/2023	1,313.81	100
CORTES-LOSOYA, MARIA	COR00	09/01/2023	274.35	101
MINGS, MICHAEL E	MIN00	09/01/2023	1,221.30	102
RANDOLPH, MATTHEW	RAN01	09/01/2023	1,247.63	103
REED, JOSHUA	REE00	09/01/2023	1,186.80	104
VASQUEZ, PEDRO CEASAR	VAS01	09/01/2023	1,827.61	105
BROWN, MARTHA	BRO01	09/01/2023	3,475.25	106
HOOVER, AMOS	HOO00	09/01/2023	1,840.11	107
MONCK, NATHANIAL T	MON00	09/01/2023	2,960.85	108
PFYL, NATISA N	PFY00	09/01/2023	1,596.55	109





City of Willows

## Payroll Check Register

### Employee Pay Summary

Packet: PYPKT00091 - PAY PERIOD 8/14/23 - 8/27/23 PAY DATES 9/1/23

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Earnings
ABOLD, STEVEN B	<u>ABO00</u>	09/01/2023	99	2,130.10
ARELLANES, ASHLEY MARIE	<u>ARE00</u>	09/01/2023	90	653.99
BRIONES, BRENDA VALENZU	<u>BRI00</u>	09/01/2023	91	288.00
BROWN, MARTHA	<u>BRO01</u>	09/01/2023	106	5,676.92
BURT, KELLIE D	<u>BUR00</u>	09/01/2023	85	50.00
BUTLER, KATIE LEEANN	<u>BUT01</u>	09/01/2023	84	2,117.38
CAZARES, BENJAMIN L.	<u>CAZ01</u>	09/01/2023	100	1,676.15
CORTES-LOSOYA, MARIA	<u>COR00</u>	09/01/2023	101	300.00
EHORN, MARIA ANNETTE	<u>EH000</u>	09/01/2023	86	50.00
EHORN, CAITLIN A	<u>EH002</u>	09/01/2023	92	1,400.15
ENOS, KYLE	<u>ENO00</u>	09/01/2023	97	3,712.26
GAMBOA, YADIRA	<u>GAM00</u>	09/01/2023	93	352.00
HANSEN, GARY L	<u>HAN02</u>	09/01/2023	79	250.00
HOFHENKE, CASEY	<u>HOF01</u>	09/01/2023	80	250.00
HOOVER, AMOS	<u>HQQ00</u>	09/01/2023	107	2,388.00
HUTSON, KRISTINA RENEE	<u>HUT04</u>	09/01/2023	96	871.25
LOMBARD, TYLER JOSEPH	<u>LOM00</u>	09/01/2023	98	2,108.80
MINGS, MICHAEL E	<u>MIN00</u>	09/01/2023	102	2,080.42
MONCK, NATHANIAL T	<u>MON00</u>	09/01/2023	108	4,538.77
MYERS, HOLLY	<u>MEY00</u>	09/01/2023	87	50.00
PFYL, NATISA N	<u>PFY00</u>	09/01/2023	109	3,001.51
RANDOLPH, MATTHEW	<u>RAN01</u>	09/01/2023	103	1,676.15
REED, JOSHUA	<u>REE00</u>	09/01/2023	104	1,676.15
RUSTENHOVEN, TARA L	<u>RUS01</u>	09/01/2023	89	2,446.92
SPENCE, KYLIEGH C	<u>SPE02</u>	09/01/2023	94	544.00
SPRAGUE, FORREST	<u>SPR00</u>	09/01/2023	81	250.00
THOMAS, RICHARD	<u>THO00</u>	09/01/2023	82	250.00
VALENCIA, LLANIRA	<u>VAL01</u>	09/01/2023	88	50.00
VARGAS, GIOVANI	<u>VAR00</u>	09/01/2023	95	592.00
VASQUEZ, PEDRO CEASAR	<u>VAS01</u>	09/01/2023	105	2,596.77
VODDEN, DAVID	<u>VOD00</u>	09/01/2023	83	250.00
			<b>Totals:</b>	<b>44,277.69</b>



City of Willows

## Check Register

Packet: APPKT00077 - PYPKT00091 - PAY PERIOD 8/14/23 -  
8/27/23 PAY DATES 9/1/23

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Gen Chk-General Checking						
1028	AFLAC WAGE WORKS	09/01/2023	Bank Draft	0.00	142.31	DFT0000038
1559	ICMA RETIREMENT TRUST 457	09/01/2023	Bank Draft	0.00	200.00	DFT0000039
1200	CALPERS	09/01/2023	Bank Draft	0.00	7,156.68	DFT0000040
1824	NATIONWIDE RETIREMENT SOL	09/01/2023	Bank Draft	0.00	1,349.19	DFT0000041
1389	EMPLOYMENT DEV. DEPT.	09/01/2023	Bank Draft	0.00	388.51	DFT0000042
1389	EMPLOYMENT DEV. DEPT.	09/01/2023	Bank Draft	0.00	807.90	DFT0000043
2214	UMPQUA BANK - MYTAXPAYER	09/01/2023	Bank Draft	0.00	9,239.46	DFT0000044

### Bank Code Gen Chk Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	19,284.05
EFT's	0	0	0.00	0.00
	<b>7</b>	<b>7</b>	<b>0.00</b>	<b>19,284.05</b>



City of Willows

# Payroll Check Register

## Direct Deposits

Packet: PYPKT00100 - PAY PERIOD 8/28/23 - 9/10/23 PAY DATE 9/15/23  
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Date	Amount	Number
BROWN, MARTHA	<u>BRO01</u>	09/15/2023	3,475.25	110
HOOVER, AMOS	<u>HOO00</u>	09/15/2023	1,840.11	111
BUTLER, KATIE LEEANN	<u>BUT01</u>	09/15/2023	1,405.37	112
RUSTENHOVEN, TARA L	<u>RUS01</u>	09/15/2023	1,642.95	113
ARELLANES, ASHLEY MARIE	<u>ARE00</u>	09/15/2023	585.94	114
BRIONES, BRENDA VALENZUELA	<u>BRI00</u>	09/15/2023	282.64	115
EHORN, CAITLIN A	<u>EH002</u>	09/15/2023	1,020.25	116
GAMBOA, YADIRA	<u>GAM00</u>	09/15/2023	313.34	117
SPENCE, KYLIEGH C	<u>SPE02</u>	09/15/2023	496.35	118
VARGAS, GIOVANI	<u>VAR00</u>	09/15/2023	535.46	119
HUTSON, KRISTINA RENEE	<u>HUT04</u>	09/15/2023	287.22	120
ENOS, KYLE	<u>ENO00</u>	09/15/2023	1,964.96	121
HUTSON, EVAN C	<u>HUT01</u>	09/15/2023	390.89	122
LOMBARD, TYLER JOSEPH	<u>LOM00</u>	09/15/2023	1,228.55	123
LOPEZ, JORGE	<u>LOP01</u>	09/15/2023	502.96	124
ABOLD, STEVEN B	<u>ABO00</u>	09/15/2023	1,278.68	125
CAZARES, BENJAMIN L.	<u>CAZ01</u>	09/15/2023	1,280.45	126
CORTES-LOSOYA, MARIA	<u>COR00</u>	09/15/2023	18.29	127
MINGS, MICHAEL E	<u>MIN00</u>	09/15/2023	1,040.72	128
RANDOLPH, MATTHEW	<u>RAN01</u>	09/15/2023	1,623.32	129
REED, JOSHUA	<u>REE00</u>	09/15/2023	1,315.38	130
VASQUEZ, PEDRO CEASAR	<u>VAS01</u>	09/15/2023	1,485.24	131
MONCK, NATHANIAL T	<u>MON00</u>	09/15/2023	3,447.61	132
PFYL, NATISA N	<u>PFY00</u>	09/15/2023	1,571.41	133



City of Willows

## Payroll Check Register Employee Pay Summary

Packet: PYPKT00100 - PAY PERIOD 8/28/23 - 9/10/23 PAY DATE 9/15/23  
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Earnings
ABOLD, STEVEN B	<u>ABO00</u>	09/15/2023	125	1,930.09
ARELLANES, ASHLEY MARIE	<u>ARE00</u>	09/15/2023	114	653.99
BRIONES, BRENDA VALENZU	<u>BRI00</u>	09/15/2023	115	320.00
BROWN, MARTHA	<u>BRO01</u>	09/15/2023	110	5,676.92
BUTLER, KATIE LEEANN	<u>BUT01</u>	09/15/2023	112	2,077.39
CAZARES, BENJAMIN L.	<u>CAZ01</u>	09/15/2023	126	1,636.15
CORTES-LOSOYA, MARIA	<u>COR00</u>	09/15/2023	127	20.00
EHORN, CAITLIN A	<u>EHO02</u>	09/15/2023	116	1,360.15
ENOS, KYLE	<u>ENO00</u>	09/15/2023	121	3,136.10
GAMBOA, YADIRA	<u>GAM00</u>	09/15/2023	117	352.00
HOOVER, AMOS	<u>HOO00</u>	09/15/2023	111	2,388.00
HUTSON, EVAN C	<u>HUT01</u>	09/15/2023	122	427.44
HUTSON, KRISTINA RENEE	<u>HUT04</u>	09/15/2023	120	368.75
LOMBARD, TYLER JOSEPH	<u>LOM00</u>	09/15/2023	123	2,122.54
LOPEZ, JORGE	<u>LOP01</u>	09/15/2023	124	552.11
MINGS, MICHAEL E	<u>MIN00</u>	09/15/2023	128	1,803.69
MONCK, NATHANIAL T	<u>MON00</u>	09/15/2023	132	5,215.09
PFYL, NATISA N	<u>PFY00</u>	09/15/2023	133	2,961.51
RANDOLPH, MATTHEW	<u>RAN01</u>	09/15/2023	129	2,188.35
REED, JOSHUA	<u>REE00</u>	09/15/2023	130	1,820.22
RUSTENHOVEN, TARA L	<u>RUS01</u>	09/15/2023	113	2,406.92
SPENCE, KYLIEGH C	<u>SPE02</u>	09/15/2023	118	544.00
VARGAS, GIOVANI	<u>VAR00</u>	09/15/2023	119	592.00
VASQUEZ, PEDRO CEASAR	<u>VAS01</u>	09/15/2023	131	2,130.69
			<b>Totals:</b>	<b>42,684.10</b>



City of Willows

# Payroll Check Register

## Direct Deposits

Packet: PYPKT00108 - PAY PERIOD 8/28/23 - 9/10/23 CORTES  
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Date	Amount	Number
CORTES-LOSOYA, MARIA	<u>COR00</u>	09/15/2023	201.19	134



City of Willows

## Payroll Check Register

### Employee Pay Summary

Packet: PYPKT00108 - PAY PERIOD 8/28/23 - 9/10/23 CORTES

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Earnings	Deductions	Taxes	Net
CORTES-LOSOYA, MARIA	<u>COR00</u>	09/15/2023	134	220.00	0.00	18.81	201.19
			<b>Totals:</b>	<b>220.00</b>	<b>0.00</b>	<b>18.81</b>	<b>201.19</b>



City of Willows

## Check Register

Packet: APPKT00082 - PYPKT00100 - PAY PERIOD 8/28/23 -  
9/10/23 PAY DATE 9/15/23

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Gen Chk-General Checking						
1028	AFLAC WAGE WORKS	09/15/2023	Bank Draft	0.00	142.31	DFT0000045
1559	ICMA RETIREMENT TRUST 457	09/15/2023	Bank Draft	0.00	200.00	DFT0000046
1200	CALPERS	09/15/2023	Bank Draft	0.00	7,192.58	DFT0000047
1824	NATIONWIDE RETIREMENT SOL	09/15/2023	Bank Draft	0.00	1,349.19	DFT0000048
1389	EMPLOYMENT DEV. DEPT.	09/15/2023	Bank Draft	0.00	374.19	DFT0000049
1389	EMPLOYMENT DEV. DEPT.	09/15/2023	Bank Draft	0.00	947.93	DFT0000050
2214	UMPQUA BANK - MYTAXPAYER	09/15/2023	Bank Draft	0.00	9,274.02	DFT0000051

### Bank Code Gen Chk Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	19,480.22
EFT's	0	0	0.00	0.00
	7	7	0.00	19,480.22



City of Willows

# Check Register

Packet: APPKT00083 - PYPKT00108 - PAY PERIOD 8/28/23 - 9/10/23 CORTES

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Gen Chk-General Checking						
1389	EMPLOYMENT DEV. DEPT.	09/15/2023	Bank Draft	0.00	1.98	DFT0000052
2214	UMPQUA BANK - MYTAXPAYER	09/15/2023	Bank Draft	0.00	33.66	DFT0000053

Bank Code Gen Chk Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	35.64
EFT's	0	0	0.00	0.00
	2	2	0.00	35.64





City of Willows

# Payroll Check Register

## Direct Deposits

Packet: PYPKT00112 - Pay Period 9-11-23 to 9-24-23 Pay Date 9-29-23  
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Date	Amount	Number
BROWN, MARTHA	<u>BRO01</u>	09/29/2023	3,435.97	135
HOOVER, AMOS	<u>HOO00</u>	09/29/2023	1,840.11	136
BUTLER, KATIE LEEANN	<u>BUT01</u>	09/29/2023	1,438.64	137
RUSTENHOVEN, TARA L	<u>RUS01</u>	09/29/2023	1,537.53	138
ARELLANES, ASHLEY MARIE	<u>ARE00</u>	09/29/2023	593.87	139
BRIONES, BRENDA VALENZUELA	<u>BRI00</u>	09/29/2023	282.64	140
EHORN, CAITLIN A	<u>EHO02</u>	09/29/2023	1,037.40	141
GAMBOA, YADIRA	<u>GAM00</u>	09/29/2023	326.36	142
SPENCE, KYLIEGH C	<u>SPE02</u>	09/29/2023	509.39	143
VARGAS, GIOVANI	<u>VAR00</u>	09/29/2023	548.48	144
HUTSON, KRISTINA RENEE	<u>HUT04</u>	09/29/2023	551.48	145
ENOS, KYLE	<u>ENO00</u>	09/29/2023	1,822.51	146
HUTSON, EVAN C	<u>HUT01</u>	09/29/2023	390.89	147
LOMBARD, TYLER JOSEPH	<u>LOM00</u>	09/29/2023	1,914.26	148
PETERICH, JOHN	<u>PET01</u>	09/29/2023	1,216.52	149
ABOLD, STEVEN B	<u>ABO00</u>	09/29/2023	1,278.69	150
CAZARES, BENJAMIN L.	<u>CAZ01</u>	09/29/2023	1,303.80	151
CORTES-LOSOYA, MARIA	<u>COR00</u>	09/29/2023	219.48	152
MINGS, MICHAEL E	<u>MIN00</u>	09/29/2023	1,070.54	153
RANDOLPH, MATTHEW	<u>RAN01</u>	09/29/2023	1,489.24	154
REED, JOSHUA	<u>REE00</u>	09/29/2023	1,479.66	155
VASQUEZ, PEDRO CEASAR	<u>VAS01</u>	09/29/2023	1,626.95	156
MONCK, NATHANIAL T	<u>MON00</u>	09/29/2023	3,004.82	157
PFYL, NATISA N	<u>PFY00</u>	09/29/2023	1,606.81	158



City of Willows

# Payroll Check Register

## Employee Pay Summary

Packet: PYPKT00112 - Pay Period 9-11-23 to 9-24-23 Pay Date 9-29-23  
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Earnings
ABOLD, STEVEN B	<u>ABO00</u>	09/29/2023	150	1,930.10
ARELLANES, ASHLEY MARIE	<u>ARE00</u>	09/29/2023	139	671.19
BRIONES, BRENDA VALENZU	<u>BRT00</u>	09/29/2023	140	320.00
BROWN, MARTHA	<u>BRO01</u>	09/29/2023	135	5,576.92
BUTLER, KATIE LEEANN	<u>BUT01</u>	09/29/2023	137	2,077.38
CAZARES, BENJAMIN L.	<u>CAZ01</u>	09/29/2023	151	1,636.15
CORTES-LOSOYA, MARIA	<u>COR00</u>	09/29/2023	152	240.00
EHORN, CAITLIN A	<u>EHQ02</u>	09/29/2023	141	1,360.15
ENOS, KYLE	<u>ENO00</u>	09/29/2023	146	2,865.99
GAMBOA, YADIRA	<u>GAM00</u>	09/29/2023	142	368.00
HOOVER, AMOS	<u>HQQ00</u>	09/29/2023	136	2,388.00
HUTSON, KRISTINA RENEE	<u>HUT04</u>	09/29/2023	145	675.00
HUTSON, EVAN C	<u>HUT01</u>	09/29/2023	147	427.44
LOMBARD, TYLER JOSEPH	<u>LOM00</u>	09/29/2023	148	2,794.49
MINGS, MICHAEL E	<u>MIN00</u>	09/29/2023	153	1,803.69
MONCK, NATHANIAL T	<u>MON00</u>	09/29/2023	157	4,508.77
PETERICH, JOHN	<u>PET01</u>	09/29/2023	149	1,480.08
PFYL, NATISA N	<u>PEY00</u>	09/29/2023	158	2,933.82
RANDOLPH, MATTHEW	<u>RAN01</u>	09/29/2023	154	2,004.29
REED, JOSHUA	<u>REE00</u>	09/29/2023	155	2,004.28
RUSTENHOVEN, TARA L	<u>RUS01</u>	09/29/2023	138	2,184.92
SPENCE, KYLIEGH C	<u>SPE02</u>	09/29/2023	143	560.00
VARGAS, GIOVANI	<u>VAR00</u>	09/29/2023	144	608.00
VASQUEZ, PEDRO CEASAR	<u>VAS01</u>	09/29/2023	156	2,319.77
			<b>Totals:</b>	<b>43,738.43</b>



City of Willows

## Check Register

Packet: APPKT00084 - PYPKT00112 - Pay Period 9-11-23 to 9-24-23 Pay Date 9-29-23

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Gen Chk-General Checking						
1028	AFLAC WAGE WORKS	09/29/2023	Bank Draft	0.00	142.31	DFT0000054
1559	ICMA RETIREMENT TRUST 457	09/29/2023	Bank Draft	0.00	200.00	DFT0000055
1200	CALPERS	09/29/2023	Bank Draft	0.00	9,395.37	DFT0000056
1824	NATIONWIDE RETIREMENT SOL	09/29/2023	Bank Draft	0.00	1,349.19	DFT0000057
1389	EMPLOYMENT DEV. DEPT.	09/29/2023	Bank Draft	0.00	486.55	DFT0000058
1389	EMPLOYMENT DEV. DEPT.	09/29/2023	Bank Draft	0.00	1,563.00	DFT0000059
2214	UMPQUA BANK - MYTAXPAYER	09/29/2023	Bank Draft	0.00	12,825.91	DFT0000060

### Bank Code Gen Chk Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	25,962.33
EFT's	0	0	0.00	0.00
	7	7	0.00	25,962.33



City of Willows

## Check Register

Packet: APPKT00099 - 9-11-23 to 9-24-23 Vendors

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Gen Chk-General Checking 1194	CALIFORNIA STATE DISBURSE	09/28/2023	Regular	0.00	162.92	53739

### Bank Code Gen Chk Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	162.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	162.92



# Willows City Council Regular Meeting Action Minutes

September 12, 2023  
Willows City Hall  
Closed Session - 4:00 PM  
Regular Session - 6:00 PM

Agenda Item #6b

City Council

Rick Thomas, Mayor  
David Vodden, Vice Mayor  
Gary Hansen, Council Member  
Forrest Sprague, Council Member  
Vacant, Council Member

City Manager

Marti Brown

City Clerk

Amos Hoover

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

## 1. CALL TO ORDER – 4:02pm

## 2. PLEDGE OF ALLEGIANCE

## 3. ROLL CALL

Councilmembers Present: Mayor Thomas, Vice-Mayor Vodden, and Councilmembers Hansen and Sprague

Councilmembers Absent: None

## 4. CHANGES TO THE AGENDA

## 5. CLOSED SESSION

### a. Conference with Legal Counsel – Existing Litigation (§ 54956.9) (1 Case)

Name of Case: Forbes v. County of Glenn et al No. 23CV03205

### b. Conference with Legal Counsel – Substantial Risk of Litigation

Potential exposure to litigation pursuant to § 54956.9(b)

Report out from the closed session:

Council received information and gave direction to staff.

## 6. CEREMONIAL MATTERS

### a. Award Presentation – Commendations of Valor & Appreciation

Awards were presented to Fire Captain Kyle Enos, Rural District Fire Chief Alex Parisio, Firefighter Riley Eck, and Fire Engineer John Peterich.

## 7. PUBLIC COMMENT & CONSENT CALENDAR FORUM

### Public Comments Received:

Jeff Williams

#### a. **Register Approval**

Action: Approved general checking, payroll, and direct deposit check registers.

#### b. **Minutes Approval**

Action: Approved the minutes of the August 16 and August 22, 2023, City Council meetings.

#### c. **Opposition to Initiative No. 21-0042A1, The Taxpayer Protection and Government Accountability Act**

Action: Item pulled from Consent and it was not approved.

#### d. **Cal Cities General Assembly Voting Delegate Designation**

Action: Designated Mayor Thomas as a voting delegate representing the City of Willows at the Cal Cities General Assembly.

Moved/Seconded: Vice Mayor Vodden and Councilmember Hansen

Yes: Councilmembers Hansen, and Sprague, Vice Mayor Vodden, and Mayor Thomas

No: None

Absent: None

## 8. DISCUSSION AND ACTION CALENDAR

#### a. **FY 2023-2024 Budget Amendment**

Action: Amended the FY 2023-24 budget to rescind budget approval of the design contract for repairs of the City Swimming Pool (\$94,980), as well as defund the full-time Recreation Director position.

### Public Comments Received:

Roberta Asbury

Dennis Asbury

Brian Ramos

Evan Hutson

Sharon Ponsiano

Moved/Seconded: Mayor Thomas and Councilmember Hansen

Yes: Councilmembers Hansen and Sprague, and Mayor Thomas

No: Vice Mayor Vodden

Absent: None

**b. New City Planning Services Contract**

Action: Approved bid award with LACO Associates for contract Planning Services for one year.

Public Comments Received:

Jeff Williams  
Dennis Asbury

Moved/Seconded: Councilmember Hansen and Vice Mayor Vodden

Yes: Councilmembers Hansen, Vice Mayor Vodden, and Mayor Thomas

No: None

Abstain: Councilmember Sprague

Absent: None

**c. Civic Center Air Conditioning Unit Replacement**

Action: Approved a resolution authorizing the City Manager to execute an agreement with North State Air Conditioning for \$15,000 to replace one of the HVAC units on the roof of City Hall and establish an overall budget for the project not-to-exceed \$16,500.

Motion by Councilmember Sprague to approve the resolution but funding the project only with General fund monies.

Moved/Seconded: Councilmember Sprague and Vice Mayor Vodden

Yes: Councilmember Sprague and Vice Mayor Vodden

No: Councilmember Hansen and Mayor Thomas

Absent: None

Motion by Councilmember Hansen to approve resolution funded as presented.

Moved/Seconded: Councilmember Hansen and Vice Mayor Vodden

Yes: Councilmember Hansen, Vice Mayor Vodden, and Mayor Thomas

No: Councilmember Sprague

Absent: None

**d. City Council Vacancy and Appointment Process**

Action: Consider and approve appointment of Evan Hutson, an applicant from a prior Council application process, at a later City Council meeting.

Public Comments Received:

Evan Hutson  
Monty Carter

Motion by Councilmember Hansen to vote to appoint Evan Hutson from the previous round of applicants.

Moved/Seconded: Councilmember Hansen and Mayor Thomas

Yes: Councilmember Hansen and Mayor Thomas

No: Councilmember Sprague and Vice Mayor Vodden

Absent: None

Motion by Vice Mayor Vodden to call for a new round of open applications.

Moved/Seconded: Vice Mayor Vodden and Councilmember Sprague

Yes: Councilmember Sprague and Vice Mayor Vodden

No: Councilmember Hansen and Mayor Thomas

Absent: None

Repeat motion by Councilmember Hansen to vote to appoint Evan Hutson from the previous round of applicants.

Moved/Seconded: Councilmember Hansen and Vice Mayor Vodden

Yes: Councilmember Hansen, Vice Mayor Vodden, and Mayor Thomas

No: Councilmember Sprague

Absent: None

**b. Planning Commission Vacancy and Appointment Process**

Action: Directed staff to initiate an open call for applications to the Planning Commission to fill the vacancy

Moved/Seconded: Mayor Thomas and Councilmember Hansen

Yes: Councilmembers Hansen and Sprague, Vice Mayor Vodden, and Mayor Thomas

No: None

Absent: None

**f. Sewage Ad Hoc Committee Appointment**

Action: Item moved to October 10, 2023, City Council meeting.

**9. COMMENTS & REPORTS**

- a. Council Correspondence
- b. City Council Comments & Reports
- c. City Manager's Report



**10. CLOSED SESSION**

Report out from the Closed Session:

**a. Conference with Legal Counsel – Substantial Risk of Litigation**

Potential exposure to litigation pursuant to § 54956.9(b)

Information was received and direction was given to City Staff.

**11. ADJOURNMENT - 9:14 pm**

---

Amos Hoover, City Clerk



# Willows City Council Special Meeting Action Minutes

October 4, 2023  
Willows City Hall  
5:30 PM

City Council  
Rick Thomas, Mayor  
David Vodden, Vice Mayor  
Gary Hansen, Council Member  
Forrest Sprague, Council Member  
Vacant, Council Member

City Manager  
Marti Brown

City Clerk  
Amos Hoover

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

## 1. CALL TO ORDER – 5:30pm

## 2. PLEDGE OF ALLEGIANCE

## 3. ROLL CALL

Councilmembers Present: Mayor Thomas, Vice-Mayor Vodden, and Councilmembers Hansen and Sprague

Councilmembers Absent: None

## 4. PRESENTATION

### a. City Council Appointment – Swearing in

Action: Appointed and swore in Evan Hutson to the Willows City Council.

Moved/Seconded: Councilmember Hansen and Vice Mayor Vodden

Yes: Councilmembers Hansen, and Sprague, Vice Mayor Vodden, and Mayor Thomas

No: None

Absent: None

## 5. CLOSED SESSION

### Public Comments Received:

Joyce Kasander

### a. Conference with Legal Counsel – Substantial Risk of Litigation

Potential exposure to litigation pursuant to § 54956.9(b)

Report out from closed session:

The council received information and gave direction to staff.

## 11. ADJOURNMENT 7:15pm

---

Amos Hoover, City Clerk



---

Date: October 10, 2023

To: Honorable Mayor and Councilmembers

From: Jody Meza, Library Director  
Marti Brown, City Manager

Subject: Glenn County Health and Human Services Agency Agreement

---

**Recommendation:**

Authorize the City Manager, or her designee, to execute an agreement with the County's Health and Human Services Agency (HHSA) to fund public health education, including timely access to COVID-19 mitigation, treatment, and prevention to the residents of the City of Willows and Glenn County.

**Rationale for Recommendation:**

The City appreciates and values HHSA's funding in an effort to achieve their goals to provide public health education to Willows' and Glenn County residents.

**Background:**

Glenn County approved the agreement, not to exceed \$100,000 for fiscal year 2023/24 at its September 12, 2023, meeting.

**Discussion & Analysis:**

The Willows Library has the capability of meeting HHSA's goals to provide information and access to public health materials and resources through the public libraries. The agreement and funds will reimburse the library for the following items: provide access to meeting room and community space, promote educational materials and information, and assist County residents to find and access health resources.

**Fiscal Impact:**

The City will invoice the County for compensation, up to \$100,000, for these services.

**Attachment:**

- Attachment 1: Glenn County HHSA Independent Contractor Agreement

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Fiscal Year 2023-2024**

This Independent Contractor Agreement ("Agreement") is made and entered into this *1st day of July 2023*, by and between Glenn County, a political subdivision of the State of California ("County"), and *City of Willows* ("Contractor").

**RECITALS:**

A. County has determined that it is desirable to retain Contractor *for the purpose of partnering with the Willows Public Library to provide the citizens of Glenn County with timely access to COVID-19 mitigation, treatment, and prevention*; and

B. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. Contractor represents and warrants that Contractor is an independently established business entity formed as a *Local Government* that customarily provides services of the same nature as the services provided for County under this Agreement; and

D. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County; and

E. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and

F. The County desires to retain Contractor to perform the proposed services.

County and Contractor agrees as follows:

**AGREEMENT:**

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Contractor to perform all of the non-exclusive professional services described in Exhibit "A" which is attached hereto and incorporated herein by this reference which shall include *partnering with the Willows Public Library to provide the citizens of Glenn County with timely access to COVID-19 mitigation, treatment, and prevention* ("Services").

2. Term. Services under this Agreement shall commence on *July 1, 2023*, and shall continue until *June 30, 2024*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

### 3. Compensation.

A. The compensation to be paid by County to Contractor for the professional services described in Exhibit "A" shall be the fixed price, annual price, monthly price or hourly rate set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. To the extent that Contractor is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed one hundred thousand dollars (\$100,000.00).** The County shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Contractor agrees to testify at County's request if litigation is brought against County in connection with Contractor's work. Unless the action is brought by Contractor or is based upon Contractor's negligence or intentional tortious conduct, County will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Invoice and Payments. Contractor shall submit invoice(s) to the Glenn County Health & Human Services Agency, P.O. Box 611, Willows, CA 95988, Attention: Fiscal, or by e-mail to [gchhsaccounts payable@countyofglenn.net](mailto:gchhsaccounts payable@countyofglenn.net) within 15 days after completion of the services rendered during the preceding month as described in Exhibit A. Contractor shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The final invoice of each fiscal year must be received no later than July 10<sup>th</sup> of each fiscal year. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. County's Representative. County hereby designates the Health and Human Services Agency Director, or his or her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have the power to act on behalf of County for all purposes

under this Agreement. Contractor shall not accept direction or orders from any person other than County's Representative or his or her designee.

6. Contractor's Representative. Contractor hereby designates the *Willows Public Library Director*, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

7. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

**If to the County:**

Glenn County  
Health and Human Services Agency  
Attn: Administration  
P.O. Box 611  
Willows, California 95988  
Telephone: (530) 934-6638  
Email: [admin@Countyofglenn.net](mailto:admin@Countyofglenn.net)

**If to Contractor:**

*City of Willows*  
*Attn: Jody Meza, Library Director*  
*201 N. Lassen St.*  
*Willows, CA 95988*  
*Telephone: (530) 934-5156*  
*Email: [jmeza@cityofwillows.org](mailto:jmeza@cityofwillows.org)*

Notice shall be deemed to be effective two days after mailing.

8. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Contractor is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Contractor herein and Contractor shall have the right to provide the same or similar services to entities other than County without restriction. Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Contractor shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that

County shall not withhold from Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Contractor's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Contractor agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Contractor under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Contractor's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

9. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to the County. Contractor shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Contractor.

10. Ownership of Materials, Confidentiality, Photographs and Recordings.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that County is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by County. County shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at County's sole risk.

B. Intellectual Property. In addition, County shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor under this Agreement. County shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by County, whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of County. Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of County. All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. County further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

C. Confidentiality.

1. Except as otherwise required by law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of County, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use County's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of County. Should Contractor receive a subpoena or court order related to this Agreement or Services, Contractor shall immediately provide written notice of the subpoena or court order to County in order to allow County to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Contractor shall not respond to any such subpoena or court order until notice to the County is provided as required herein and shall cooperate with the County in responding to the subpoena or court order.

2. Personally Identifiable Information ("PII") is defined as an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers,



biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

(i) To the extent that the work under this Agreement requires the Contractor to have access to PII, the Contractor shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Contractor agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the County, in writing. If and when Contractor becomes aware of or should reasonably have been aware of a breach of PII, Contractor shall notify County within two (2) business days.

(ii) The County and Business Associate intend to protect the privacy and provide for the security of protected health information (PHI) disclosed to Business Associates pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH), and regulations promulgated there under by the U.S. Department of Health and Human Services Agency and other applicable laws.

(iii) As part of the HIPAA Regulations, the Privacy and Security Rules require the county to enter into a contract containing specific requirements stated within the Business Associates Agreement form (BAA) prior to disclosure of public health information (PHI), which is attached hereto, known as Exhibit C, and incorporated herein by this reference.

D. Infringement Indemnification. Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by County of the Documents & Data, including any method, process, product, or concept specified or depicted.

E. Photographs and Recordings. In performing the Services contemplated by this Agreement, Contractor may be given access to facilities, processes, events, and employees that are not otherwise accessible to the general public. In addition to the limitations set forth in paragraph C above, Contractor agrees not to photograph, videotape, or otherwise record any such facility, process, event, or employee without the express, written, consent of the County and shall ensure that Contractor's officers, employees, representatives, agents, and subcontractors comply with this provision. Contractor further agrees that it shall not publish, post, disseminate, or make public any photograph, videotape or recording of any facility, process, event, or employee taken in violation of this provision shall ensure that Contractor's officers, employees, representatives, agents, and subcontractors comply with this provision. Failure to comply with the restrictions contained in this paragraph shall constitute grounds for the immediate termination of this Agreement and shall entitle County to the recovery of any and all damages incurred as a result thereof including reasonable attorneys' fees. Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any violation of this paragraph.

11. Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent

acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against County, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against County or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse County and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by County or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This section shall survive any expiration or termination of this Agreement.

12. Insurance. Without limiting Contractor's indemnification of the County, Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors.

A. Minimum Scope and Limit of Insurance.

1. Coverage shall be at least as broad as:

(i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if Contractor certifies that it has no employees).*

☐ Contractor certifies that it has no employees: \_\_\_\_\_  
Signature of Contractor

(iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. This provision may be waived by the Glenn County Administrative Officer.

☐ Waived: \_\_\_\_\_  
Signature of County Administrative Officer

(v) Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This provision may be waived by the Glenn County Administrative Officer.

☐ Waived: \_\_\_\_\_  
Signature of County Administrative Officer

2. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

B. Other Insurance Provisions.

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) Primary Coverage. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(iv) Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(v) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

(vi) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

(vii) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;

(b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services; and

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

2. Verification of Coverage. Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

3. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

4. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to County. County shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor

shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

5. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work under this Agreement, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

(i) Adequate life protection and lifesaving equipment and procedures;

(ii) Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

(iii) Adequate facilities for the proper inspection and maintenance of all safety measures.

### 13. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

B. Contractor represents and warrants that it is professionally qualified to perform the Services described herein; acknowledges that County is relying upon Contractor's qualifications to perform these Services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Contractor from its obligation to perform the Services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Contractor shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in this Agreement may be reduced to account for such nonperformance.

### 14. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Contractor shall coordinate the activities of all subcontractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Contractor of any defect in Contractor's performance.

C. The Services shall be performed by Contractor or under its supervision. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

15. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Contractor shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to County or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, subcontractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Contractor shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

16. Compliance with Law. Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

17. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

18. Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

19. Conflict with Laws or Regulations/Severability.

A. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is

lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

B. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to County, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold County, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

20. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently \$50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars (\$50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

21. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

22. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

23. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of County, during the term of his or her service with County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

24. Employment Adverse to County. Contractor shall notify County, and shall obtain County's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against County during the term of this Agreement.

25. Conflict of Employment. Employment by Contractor of personnel currently on the payroll of County shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on County's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with County, is prohibited.

26. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

27. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

28. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

29. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

30. Time of Essence. Time is of the essence for each and every provision of this Agreement.

31. Cooperation; Further Acts. The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

32. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

33. Entire Agreement. This Agreement constitutes the entire Agreement between the parties for the provision of services to County by Contractor and supersedes all prior oral and written agreements and communications.

34. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

35. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.



37. Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

*//*

**CONTRACTOR/CITY OF WILLOWS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**COUNTY OF GLENN:**

By: \_\_\_\_\_  
Scott H. De Moss, County Administrative Officer Date \_\_\_\_\_  
County of Glenn, California

**COUNTY OF GLENN:**

By: \_\_\_\_\_  
Christine Zoppi, Director Date \_\_\_\_\_  
Health and Human Services Agency

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_  
Glenn County, California

**Health and Human Services Agency:**

- ☐ Approved by Deputy Director of Administration \_\_\_\_\_
- ☐ Approved by Fiscal Manager \_\_\_\_\_
- ☐ Approved by Assistant Deputy Director of Public Health \_\_\_\_\_

**Exhibits:**

Exhibit A – Scope of Work  
Exhibit B – Fee Schedule  
Exhibit C – Business Associates Agreement

## Exhibit A

### SCOPE OF WORK

The Scope of Work shall include the following library and location throughout the term of this Agreement:

1. Willows Public Library, located at: 201 N. Lassen St., Willows, CA 95988

During the term of this Agreement, Contractor agrees to:

1. Assign a point of contact for Glenn County Health and Human Services Agency (HHSA) to work with and meet quarterly to discuss what's working well and address any challenges.
2. Facilitating outreach and education to the public.
3. Passing out educational materials.
4. Assisting public with immunization clinic sign ups.
5. COVID-19 OTC test kit distribution (base on OTC Test availability) and/or purchasing OTC testing based on community need.
6. Providing location for Public Health meetings, groups, and vaccine clinics within their means.
7. Adding a HHSA link on their website that would take them to HHSA, Department of Public Health COVID-19 page for resources and information.

During the term of this Agreement, County shall:

1. Meet with Contractor quarterly to discuss what's working well and address any challenges.
2. Provide Contractor with educational materials to be passed out.
3. Provide Contractor with the HHSA link to the Department of Public Health COVID-19 page for resources and information, for the Contractor to add to their website.

Both Parties agree to:

1. All other duties as mutually agreed by the two departments

**Exhibit B****FEE SCHEDULE**

Breakdown of the library as listed in Exhibit A, paragraph 1.

Item	Item Detail	Estimated Costs
<b>1. Willows Public Library</b>		
Staffing	Staff facilitating and assistance with all related activities i.e., immunization, outreach & education to public, test and materials distribution, programming, all other duties agreed upon	\$61,500
Technology & Materials	Website, computer & audiovisual equipment and setup for public access to health info, meetings, trainings, and education	\$22,000
Facilities	Meeting room usage, testing, utilities, display space, etc.	\$16,500
	<b>Total</b>	<b>\$100,000</b>

## GLENN COUNTY BUSINESS ASSOCIATE AGREEMENT

---

*[This addition to the contract is required for every contract in which the service contracted for involves the provision of medical, dental, pharmaceutical, psychological, psychiatric or any other service in which client's Protected Health Information could at some point be used or disclosed to the contractor.]*

This Business Associate Agreement ("Agreement") supplements and is made a part of the contract ("Contract").

The County and Business Associate intend to protect the privacy and provide for the security of protected health information (PHI) disclosed to Business Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and regulations promulgated there under by the U.S. Department of Health and Human Services and other applicable laws.

As part of the HIPAA Regulations, the Privacy and Security Rules require the County enter into a contract containing specific requirements with its Business Associates prior to disclosure of PHI.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

### **DEFINITIONS**

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms used in the above referenced regulations.

### **OBLIGATIONS OF BUSINESS ASSOCIATE**

1. **Compliance:** Business Associate shall comply with, and assist the County in complying with the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164). Business Associate shall further comply with, and assist the County in complying with the Health Information Technology for Economic and Clinical Health Act (including but not limited to 42 U.S.C. 17921 "HITECH").
2. **Independent Contractor:** It is specifically and expressly understood between the parties that the Contract and this Agreement creates no relationship of employer/employee between the parties and that contractor is, and shall remain throughout the term of this Contract and Agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent, or principal of County while this Agreement is in effect.
3. **Permitted Uses and Disclosures:** Business Associate shall not use or disclose protected health information (PHI) except for the purpose of performing Business Associate's obligations under the Contract, as permitted under the Contract and Agreement, and as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.

4. **Prohibited Uses and Disclosures:** Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Except as otherwise required by law, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with prior written consent of the County and as permitted by the HITECH Act. However, this prohibition shall not affect payment by the County to Business Associate for services provided pursuant to the Contract.
5. **Appropriate Safeguards:** Business Associate shall implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits on behalf of the County, from use or disclosure other than as provided for by this Agreement. Business Associate shall comply with 45 C.F.R. Sections 164.308, 164.310, and 164.312. Business Associate shall also comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. Section 164.316.
6. **Report of Improper Access, Use, or Disclosure:** Business Associate shall report to the County any access, use, or disclosure of the PHI not permitted by this Agreement, including but not limited to security incidents of which the Business Associate becomes aware.
7. **Business Associate's Agents:** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, created, or received by Business Associate on behalf of the County, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
8. **Access to PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, provide access to PHI maintained by the Business Associate, or its agents or subcontractors, in a Designated Record Set. This PHI will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR 164.524. If Business Associate maintains an Electronic Health Record (EHR), Business Associate shall provide such information in electronic format to enable the County to fulfill its obligations under the HITECH Act.
9. **Amendment of PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, make any amendment(s) to PHI maintained in a Designated Record Set that the County directs, pursuant to 45 CFR 164.526, at the request of the County or an Individual. If any individual requests an amendment of PHI directly from the Business Associate, or its agents or subcontractors, Business Associate must, within five (5) days of the request, notify the County in writing. Any approval or denial of amendment to PHI maintained by the Business Associate, or its agents or subcontractors, shall be the responsibility of the County.
10. **Accounting Rights:** Business Associate shall, within ten (10) days of notice by the County, make available to the County information required to provide an accounting of disclosures to enable the County to fulfill its obligations under section 164.528 of the Privacy Rule and the HITECH ACT. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate, and its agents or subcontractors, for at least six (6) years prior to the request.
  - a. If Business Associate uses or maintains an EHR with respect to PHI (1) the exception for tracking disclosures of PHI related to treatment, payment or health care operation purposes no longer applies and

(2) information relating to disclosures are required to be collected and maintained for only three (3) years prior to the request. This only applies to the extent the Business Associate uses or maintains an EHR.

- b. In the event that the request for an accounting is delivered directly to the Business Associate, or its agents or subcontractors, Business Associate shall within five (5) days of a request, forward it to the County in writing. It shall be the County's responsibility to prepare and deliver any such accounting requested.
  - c. At a minimum, the information collected and maintained shall include: (1) the date of the disclosure; (2) the name of the entity or person; (3) a brief description of PHI disclosed; and (4) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or in lieu of such statement, a copy of the individual's authorization, or a copy of the written request for disclosure.
11. **Government Access:** Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of determining compliance with the Privacy Rule. Business Associates shall provide to the County a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such information to the Secretary.
12. **Minimum Necessary:** Business Associate, and its agents or subcontractors, shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
13. **Breach Pattern or Practice by Covered Entity:** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the Contract or Agreement or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of the Department of Health and Human Services. The Business Associate shall provide written notice to the County of any pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the Contract or Agreement or other arrangement within twenty-four (24) hours of discovery and shall meet with the County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
14. **Notification of Breach:** During the term of the Contract, Business Associate shall notify the County within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which the Business Associate becomes aware and or any actual use or disclosure of data in violation of any applicable federal or state laws or regulations. This notice shall include, to the extent possible, the identification of each individual whose PHI has been or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during the breach. Business Associate shall provide the County with any other available information that County is required to include in the notification to the affected individuals. Business Associate shall take (1) prompt corrective action to cure any such deficiencies and (2) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulation.

15. **Mitigation:** Business Associate shall mitigate, to the extent practical, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

## **TERMINATION**

16. **Material Breach:** A breach by Business Associate of any provision of this Agreement, as determined by County, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract by the County.
17. **Judicial or Administrative Proceedings:** The County may terminate the Contract, effective immediately, if (1) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations, or other security or privacy laws or (2) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceedings in which the party has been joined.
18. **Termination for Convenience:** County may terminate this Agreement at any time at its pleasure upon giving thirty (30) days written notice.
19. **Effect of Termination:** Except as provided in subparagraph A of this section, upon termination of the Contract for any reason, Business Associate shall, at the option of the County, return or destroy all PHI that Business Associate still maintains in any form, and shall retain no copies of such PHI. This provision shall apply to PHI that is in the possession of subcontractor or agents of the Business Associate.
  - a. If return or destruction is not feasible, as determined by the County, Business Associate shall continue to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate, or any of its agents or subcontractors, maintain such PHI.
  - b. If the County elects destruction of the PHI, Business Associate shall certify in writing to the County that such information has been destroyed.

## **AMENDMENT**

20. **Amendment to Comply with Law:** The parties acknowledge that state and federal law relating to data security and privacy are rapidly evolving and that amendment of the Contract or Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security and confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT, the Privacy Rule, the Security Rule, or other applicable laws. County may terminate the Contract upon thirty (30) days written notice in the event (1) Business Associate does not promptly enter into negotiations to amend the Contract or Agreement when requested by County pursuant to this Section or (2) Business Associate does not enter into an



amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

County:  
Glenn County  
Health and Human Services Agency

Business Associate:  
City of Willows

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Christine Zoppi, Director

Print Name:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The wording of this attachment,  
unless modified, is approved by  
Tami Hanni  
HIPAA Privacy and Security Officer  
Glenn County



---

Date: October 10, 2023

To: Honorable Mayor and Councilmembers

From: John Wanger, City Engineer/Interim Public Works Director  
Marti Brown, City Manager

Subject: Opt-in to the Uniform Construction Cost Accounting Act

---

**Recommendation:**

Approve the attached resolution declaring the City's election to adopt the informal bidding procedures and other provisions of the California Uniform Public Construction Cost Accounting Act (ACT) and introduce the attached ordinance to implement the provisions of the Act to help expedite the delivery and reduce the cost of small projects.

**Rationale for Recommendation:**

By opting into these informal bidding procedures, the City will be able to expedite and streamline the implementation of smaller capital improvement projects costing \$200,000 or less.

**Background:**

Under the California Public Contract Code, Cities must execute a competitive public bidding process of capital projects in excess of \$5,000. This limit was adopted well over 50 years ago and has never been adjusted since (even as other bid-related processes and procedures have changed). The timeframe required to advertise, open, review and process a bid to award by the City Council is considerable and can take several months. Considering the length of time and the effort involved in this process, smaller projects can be burdensome to deliver and result in long delays to execute and complete.

This issue was raised in the early 1980's. After much discussion amongst public agencies, contractor associations, unions and legislators, the ACT was adopted. Instead of raising the \$5,000 bid threshold, the Act allows public agencies to voluntarily elect to become subject to its provisions. By such an election, participating public agencies are allowed to advertise and award public works projects in a streamlined manner. The ACT also makes participating public agencies subject to the oversight of the California Uniform Construction Cost Accounting Commission (Commission), which is responsible for overseeing compliance with the ACT. Public Agencies who are found in violation of the ACT, can be issued a "strike" by the Commission. Agencies that receive three "strikes" within a ten-year period, are precluded from using the provisions of the ACT for the following five years. The ACT does not provide for any other sanctions or penalties.

The ACT has become very popular with public agencies in California. According to the State Controller, 289 cities (60%), 45 counties (78%), and 725 school districts(69%) have adopted and are using the ACT.

Under the ACT, projects are broken into three categories by their value. These categories and their current bidding procedures and limits are highlighted below:

<u>Project Size</u>	<u>Dollar Range</u>	<u>Bidding Procedures</u>
Small	Under \$60,000	Local Requirements Only
Medium	\$60k to \$200k	Informal Bidding
Large	Over \$200,000	Formal Bidding

#### **Discussion & Analysis:**

Under the ACT, small and medium projects can be awarded very quickly and efficiently. City policy or City Code, as applicable, would dictate the manner in which a project is advertised and awarded. Procedures would generally consist of informal requests for quotations but may include other means of soliciting the best pricing and value for a project. Under the ACT, small projects are not required to go to City Council for award; however, current City policies will require City Council approval above the City Manager's signing limits.

Under the ACT, large projects are handled in a manner similar to the City's existing practices under the historic Public Contract Code. The ACT requires circulation of notices inviting bids to the same list of trade journals and builder's exchanges and the award of contracts must be done at the City Council level.

In addition to its informal bidding procedures, the ACT also allows participants to perform work defined as a "public project," with their in-house staff up to a limit of \$60,000. In the context of the PCC, a "public project" is generally defined as construction, replacement, or major repairs. In order to take advantage of that aspect of the ACT, participating agencies are required to adopt and implement elaborate cost-accounting procedures to track their costs. Since City staff do not perform this type and scale of work with in-house staff and the effort to adopt and implement these elaborate cost accounting procedures is onerous, staff do not plan to use these provisions of the ACT.

Adoption of the ACT by Willows will allow the City to deliver smaller projects more quickly and less expensively. Staff therefore recommends the Council implement the recommendations.

#### **Fiscal Impact:**

Ultimate fiscal impacts will most likely mean less staff time and less publication expenses when advertising projects. The exact amount will vary by project.

#### **Attachments:**

- Attachment 1: Resolution
- Attachment 2: Ordinance



**City of Willows  
Resolution XX-2022**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, ADOPTING THE CALIFORNIA  
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT POLICIES AND PROCUDRES**

**WHEREAS**, the City of Willows is currently governed by Sections 20160 – 20162 of the Public Contract Code, which require all Public Projects with expenditures over \$5,000 be subject to formal bid procedures; and

**WHEREAS**, Public Contract Code Sections 22000 et seq., the Uniform Public Construction Cost Accounting Act ("ACT"), establishes streamlined bidding procedures for public projects of \$200,000 or less; and

**WHEREAS**, more than 280 cities throughout California have adopted the ACT; and

**WHEREAS**, adoption of the ACT would benefit the City of Willows by allowing the use of informal bidding procedures at higher limits if the City so desires; and

**WHEREAS**, utilizing these informal bidding procedures would help expedite the delivery and reduce the delivery cost for qualifying public works projects.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLOWS** hereby elects under Public Contract Code Section 22030 to become subject to the California Uniform Public Construction Cost Accounting Act and directs the City Clerk to notify the State Controller forthwith of this election.

**PASSED AND ADOPTED** by the City Council of the City of Willows, State of California this 10<sup>th</sup> day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

---

Richard Thomas, Mayor

---

Amos Hoover, City Clerk



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOWS ADDING A NEW WILLOWS MUNICIPAL CODE CHAPTER 3, SUBSECTION 3.06 - "INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT"**

**WHEREAS**, the City desires to participate in the California Uniform Public Construction Cost Accounting Act (the Act), as contained in Public Contract Code (PCC) Section 22000, et seq, and

**WHEREAS**, the Act requires public agencies electing to participate to adopt an Informal Bidding Ordinance pursuant to PCC 22034,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILLOWS** does ordain as follows:

**SECTION 1.** Chapter 3, Subsection 3.06, "Informal Bidding Procedures" is hereby adopted to read:

3.06.010 - Informal Bid Procedures. Public projects, as defined by the Act (Public Contract Code (PCC) Section 22000, et seq) and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be performed or let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

3.06.020 - Contractor List. The agency shall comply with the requirements of Public Contract Code Section 22034.

3.06.030 - Notice Inviting Informal Bids. Where a public project is to be performed which is subject to the provisions of this Ordinance, a Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.

- (1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.
- (2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in Section 22036.

3.06.040 - Proprietary Bidding. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

3.06.050 - Award of Contract. Contracts of the amount that are in excess of the City Manager's signing authority shall be awarded by the City Council.

This ordinance was introduced at a regular meeting of the City Council of the City of Willows, held on October 10, 2023, and adopted at a regular meeting of the City Council of the City of Willows, held on \_\_\_\_\_, 2023, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

APPROVED:

ATTEST:

\_\_\_\_\_  
RICHARD THOMAS, MAYOR

\_\_\_\_\_  
AMOS HOOVER, CITY CLERK

APPROVED AS TO FORM:

THE CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
CAROLYN WALKER, CITY ATTORNEY



---

Date: October 10, 2023  
To: Honorable Mayor and Councilmembers  
From: Amos Hoover, City Clerk  
Marti Brown, City Manager  
Subject: Planning Commission Appointment

---

**Recommendation:**

Consider the recommendation of the Council appointed ad hoc committee of Mayor Thomas and Vice Mayor Vodden to appoint Sherry Brott as the City's next Planning Commissioner.

**Rationale for Recommendation:**

Planning Commissioner Kellie Burt recently resigned, and her vacancy needs to be filled. Her term expires on December 31, 2025.

**Background:**

As directed by Council at the September 12, 2023, Regular City Council Meeting, City staff launched a recruitment process to appoint a new Planning Commissioner. The current unfilled Planning Commissioner position expires on December 31, 2025. At the completion of the recruitment process one application had been received.

**Discussion & Analysis:**

On October 5, 2023, Mayor Thomas and Vice Mayor Vodden interviewed the qualified applicant. If the Council approves the appointment, the new Planning Commissioner would be sworn in at the October 18, 2023, Planning Commission meeting.

**Fiscal Impact:**

There is no fiscal impact.

**Attachments:**

- Attachment 1: Planning Commission Application



# City of Willows

Attachment 1

## Application for Appointment to the Planning Commission

RECEIVED

SEP 27 2023

City of Willows

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

THIS DOCUMENT IS PUBLIC RECORD

Name: Sherry E. Brott

Residence Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

\* Are you a registered voter? Yes

Please list all prior experience on City or local service commissions, committees, boards, clubs, etc.:

Served on the Willows Unified School Board for twelve years beginning in 1998.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide a statement as to why you wish to serve on the Planning Commission of the City of Willows at this time:

Having lived in Willows most of my life, I view this as a great opportunity to learn the role the planning  
commission plays in our community. I would love to offer support and collaboration to applicants to overcome  
obstacles and offer solutions so that Willows can become a town that people want to live in.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant Signature Sherry Brott

THIS BOX IS FOR CITY CLERK USE ONLY

Date: Sep 27, 2023

Time: 1535

Signature: [Signature] 60





# PUBLIC HEARING



---

Date: October 10, 2023

To: Honorable Mayor and Councilmembers

From: Byron Turner, City Planner  
Marti Brown, City Manager

Subject: General Plan Update - North Valley Indian Health Rezone Project

---

**Recommendation:**

Conduct a public hearing and, upon conclusion, staff recommends that council read by title only and pass the first reading of a resolution entitled: "A resolution approving the request to amend the general plan land use map (file#GPA-23-01) and redesignate five parcels from office and professional to general commercial and approve the request to modify the zoning map (file#RZ-23-01) and rezone five parcels from RP (multiple residence professional office district) to CC (central commercial) for property located at assessor's parcel numbers 002-152-001; 002-152-002; 002-152-003; 002-152-007 002-152-012."

**Rationale for Recommendation:**

Per WMC Section 18.20.030 all zone changes require city approval. This zoning change has been requested by the applicant and is consistent with the City's General Plan.

**Background:**

Per WMC Section 18.20.040 a public hearing with the Planning Commission was held on August 16, 2023, with a recommendation to the City Council to approve the proposal to rezone five parcels. Subject to WMC Section 18.20.050, the recommendation requires City Council action and approval per WMC 18.20.060.

**Discussion & Analysis:**

The applicant, Northern Valley Indian Health (NVIH), filed a Rezone and General Plan Amendment application to amend the zoning and general plan land use designation on five parcels located within the City of Willows (002-152-001; 002-152-002; 002-152-003; 002-152-007 002-152-012). The five parcels are currently zoned RP (Multiple Residence Professional Office District) with the land use designation of Office & Professional. The request is to rezone the five lots to CC (Central Commercial) zone which would require the amendment of the city's zoning map as well. The second request is to amend the land use designation on the five lots

from Office & Professional to General Commercial. Additionally, this will result in an amendment to the city's land use map.

The parcels are located between Walnut Street to the south, Willows Street to the north, Shasta Street to the west, and an alley to the east. Zoning to the west (across the alley) is Central Commercial, south across Walnut Street is RP, as well as across Shasta to the west. Three of the parcels were being used for residential uses and two of the parcels were vacant lots. One of the parcels which had a residential structure located on it has been burned down, with the other two structures remaining.

The applicant's future goal is to merge these five lots with the two parcels across the alley where the NVIH administrative office building and clinic are located. Additionally, their further intent is to develop a behavioral clinic building on the southern parcels and develop an employee parking lot on the northern parcels. Since the development of the two-story office administration building in 2018, there has been a shortage of on street parking for other users of the downtown area. By adding its own parking lot, NVIH will help alleviate the crowded on street parking conditions and provide NVIH with necessary parking for its staff. The future behavior clinic will also provide ADA parking on site.

On August 16, 2023, the Planning Commission held a public meeting and recommended the project for approval to the City Council.

**Public Hearing:**

Per WMC Section 18.20.030(2) Notice of the proposed applications and public hearing was posted in a local newspaper and property owners within 300 feet of the subject site were sent notice. No written or verbal comments have been received from the adjoining property owners.

**Environmental Review:**

The project has been reviewed pursuant to the California Environmental Quality Act (CEQA). City staff has determined that the proposed project is exempt from further CEQA review and qualifies as a Categorical Exemption pursuant to Section 15061(3).

**Fiscal Impact:**

There is no fiscal impact to the city with this request.

**Attachments:**

- Attachment 1: Planning Commission Resolution of August 16, 2023
- Attachment 2: City Council Draft Resolution
- Attachment 3: Existing Zoning Map
- Attachment 4: Resulting Zoning Map
- Attachment 5: Aerial of the parcel and surrounding area

**PC RESOLUTION NO. 09-2023**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILLOWS RECOMMENDING THE REQUEST TO REZONE FIVE PARCELS FROM RP (MULTIPLE RESIDENCE-PROFESSIONAL OFFICE DISTRICT) TO CC (CENTRAL COMMERCIAL) ZONING AND CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM OFFICE AND PROFESSIONAL TO GENERAL COMMERCIAL DESIGNATION BE FORWARDED TO THE CITY COUNCIL FOR APPROVAL FOR PROPERTY LOCATED AT ASSESSORS PARCEL NUMBERS 002-152-001; 002-152-002; 002-152-003; 002-152-007 & 002-152-012**

**WHEREAS**, the applicant Joshua Owings, on behalf of Northern Valley Indian Health, has filed Rezone and General Plan Amendment applications for consideration, and,

**WHEREAS**, City of Willows Municipal Code Chapter 18.20 states that all zone changes require city approval, and,

**WHEREAS** the Planning Commission did, on August 16, 2023, hold a public hearing to consider all public oral and written comments, letters and documents, staff reports, and all other documents and evidence which are a part of the Record; and,

**WHEREAS** notice of the Planning Commission meeting held on August 16, 2023, was published in a newspaper of general circulation in the City in accordance with law, and mailing to property owners within 300 feet were sent; and,

**WHEREAS** the Planning Commission has reviewed all evidence submitted in connection with the application, including public testimony, staff report, supporting documentation, City codes and regulations, and all other relevant documents and evidence which are part of the record of proceedings; and,

**WHEREAS** the Planning Commission finds that the rezone/general plan change proposal is considered exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(3).

**NOW THEREFORE, BE IT RESOLVED**, that the Planning Commission of the City of Willows does hereby find that the proposal to rezone the five subject parcels from RP zoning to CC zoning, and change the land use designation on the five parcels from Office and Professional to General Commercial, is consistent with the City of Willows General Plan, the City of Willows Municipal Code, and hereby forwards the request to the City Council with a recommendation to approve the request, subject to the attached conditions of approval set forth in Attachment #2.

**IT IS HEREBY CERTIFIED** that the foregoing Resolution was duly adopted at a regular meeting of the Planning Commission of the City of Willows on Wednesday, the 16<sup>th</sup> day of August 2023, by the following vote, to wit:

AYES: Myers, Ehorn, Vice Chair Burt, Chair Bobadilla  
NOES: 0  
ABSTAIN: 0  
ABSENT: Valencia

APPROVED: \_\_\_\_\_  
Pedro Bobadilla, Chairperson

ATTEST: \_\_\_\_\_  
Amos Hoover, City Clerk



**City of Willows  
Resolution XX-2022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING THE REQUEST TO AMEND THE GENERAL PLAN LAND USE MAP (FILE#GPA-23-01) AND REDESIGNATE FIVE PARCELS FROM OFFICE AND PROFESSIONAL TO GENERAL COMMERCIAL AND APPROVE THE REQUEST TO MODIFY THE ZONING MAP (FILE#RZ-23-01) AND REZONE FIVE PARCELS FROM RP (MULTIPLE RESIDENCE PROFESSIONAL OFFICE DISTRICT) TO CC (CENTRAL COMMERCIAL) FOR PROPERTY LOCATED AT ASSESSORS PARCEL NUMBERS 002-152-001; 002-152-002; 002-152-003; 002-152-007 002-152-012**

**WHEREAS** the applicant, Josh Owings on behalf of NVIH, is proposing to redesignate five parcels from Office and Professional to General Commercial; and

**WHEREAS** the applicant, Josh Owings on behalf of NVIH, is proposing to rezone five parcels from RP (Multiple Residence Professional Office District) to Central Commercial; and

**WHEREAS** the Planning Commission conducted a public hearing on August 16, 2023, to review the rezone and redesignation proposals and recommended the City Council adopt the requests; and

**WHEREAS** Per Chapter 18.20.050, upon receipt of such report from the planning commission, the city council shall set the matter for public hearing and notice according to guidelines set forth in state law; and

**WHEREAS** the City Council conducted a public hearing on October 10, 2023, to review the proposals, which hearing was noticed in a local newspaper ten days prior to the hearing; and

**WHEREAS** the City Council has reviewed the proposals, the staff report as presented and considered all public comments; and

**WHEREAS** the City Council finds that the request to modify the zoning map and general plan land use map is exempt from environmental review as required by CEQA using the "General Rule" Section 15061(b)(3) that is applied to proposals, which will have no potential adverse impact on the environment.

**NOW THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF WILLOWS FINDS:**

1. That the approval to redesignate the City of Willows Land Use Map for the five parcels will not have a significant impact on the environment.

2. That the approval to amend the City of Willows Zoning Map for the five parcels will not have a significant impact on the environment.

3. The City Council hereby does approve the requests to amend the general plan designation from Office and Professional to General Commercial and amend the zoning from RP (Multiple Residence Professional Office District) to CC (Central Commercial).

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council on this 10<sup>th</sup> day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

---

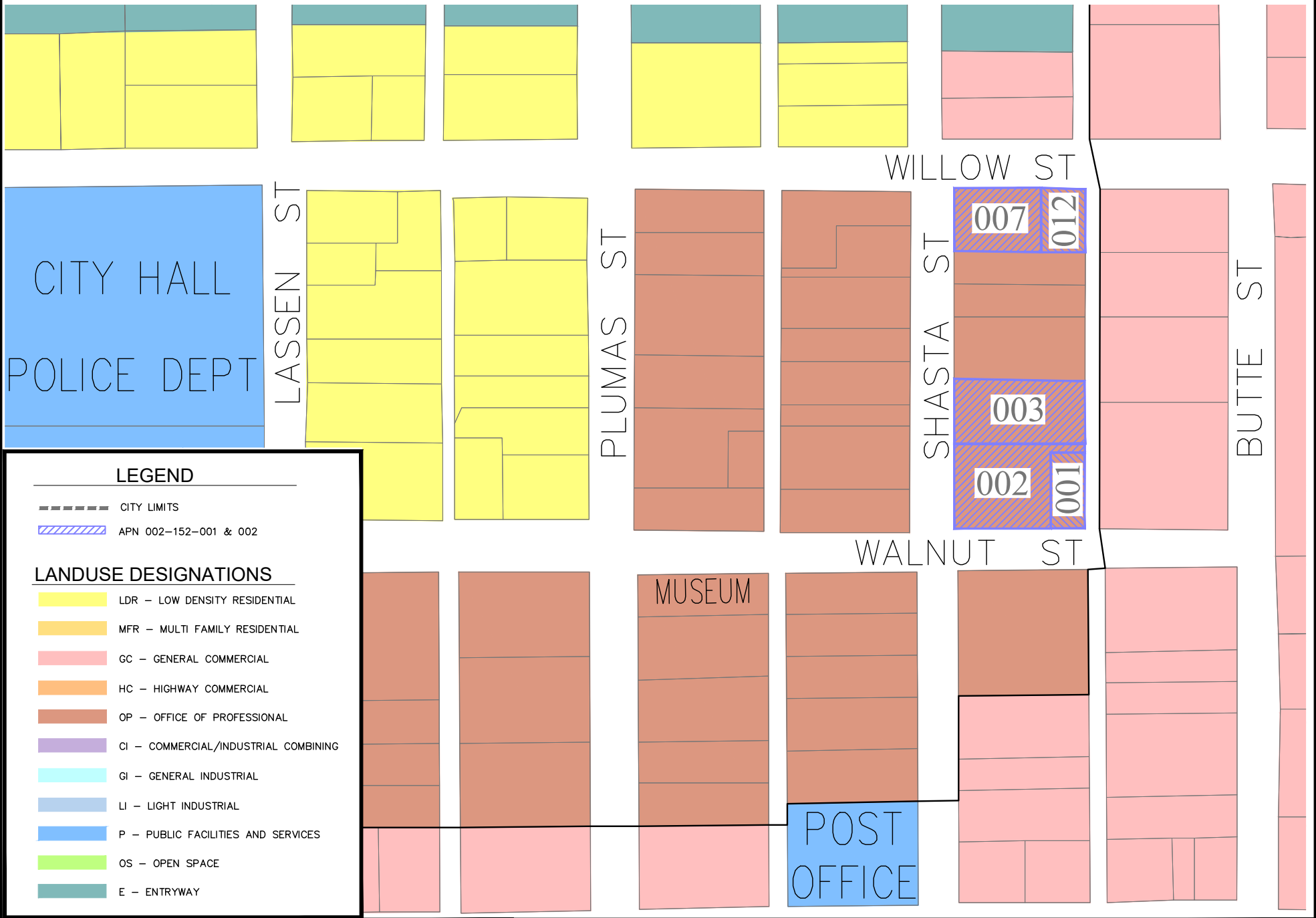
Richard Thomas, Mayor

---

Amos Hoover, City Clerk

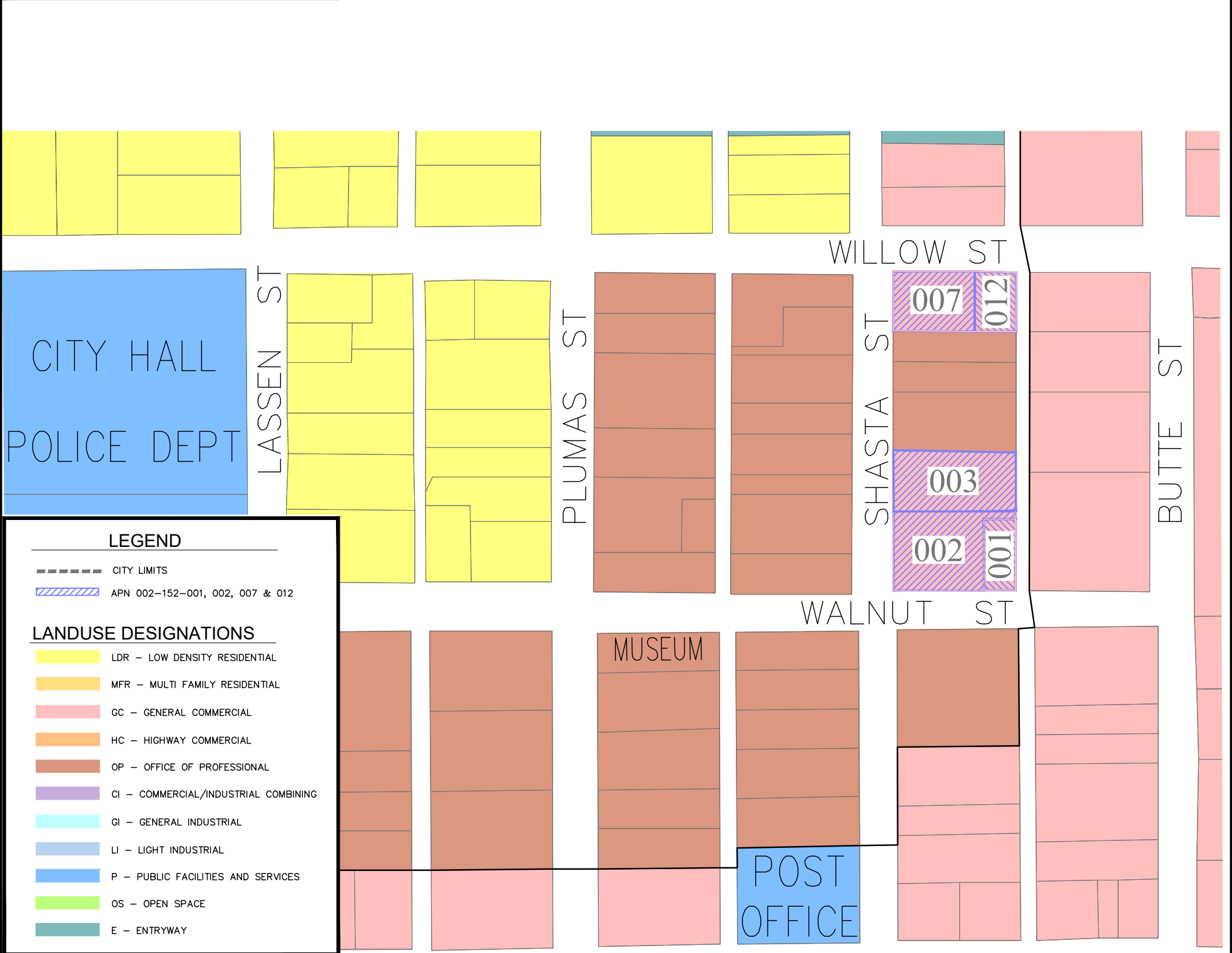
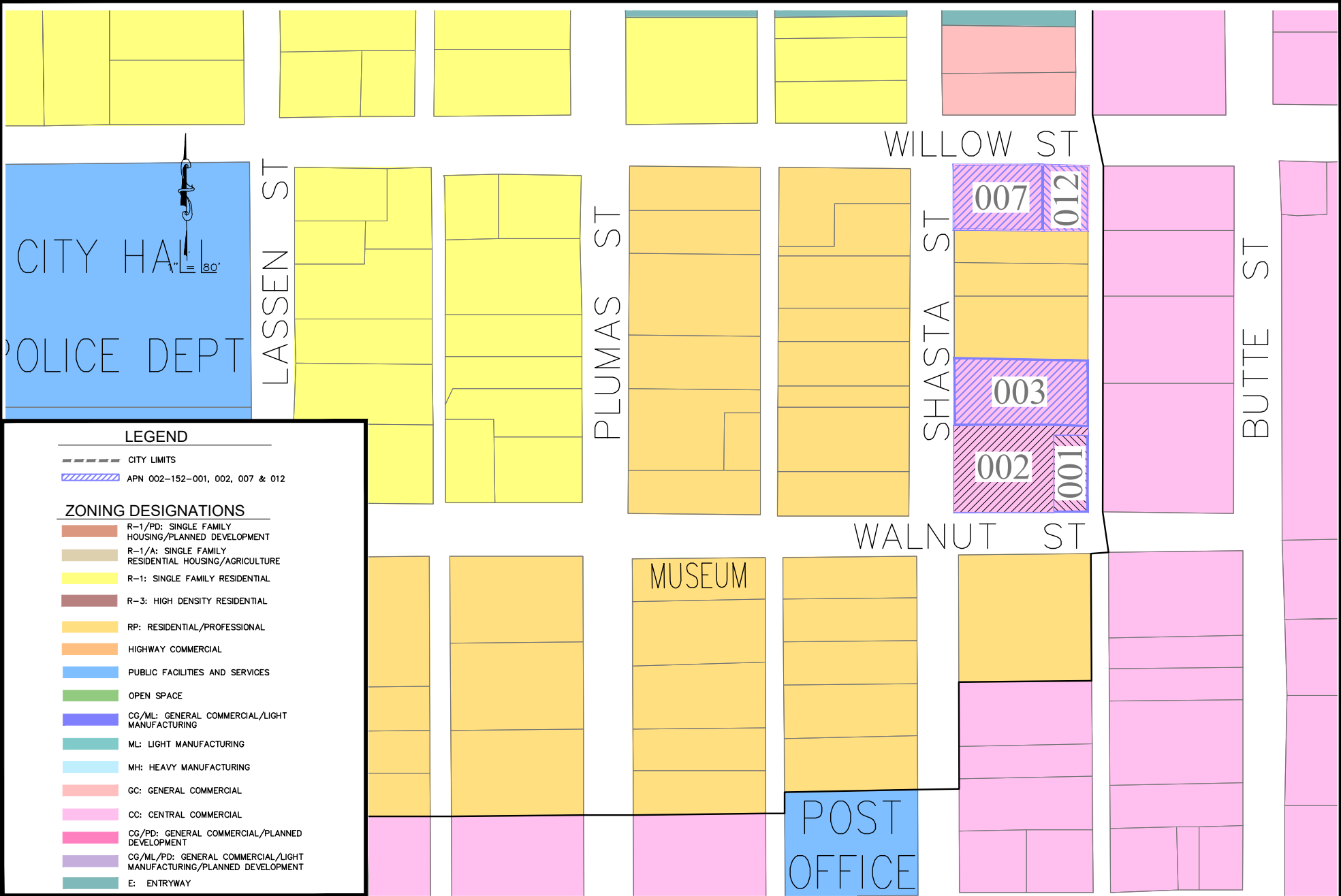
Images: Willows.pg;Willows.jpg; Xrefs: Willows Base.dwg  
Path: F:\Civil 3D Projects\724861 Mapping\DWG\Northern Valley Indian Health Rezone\Northern Valley Indian Health Rezone-General Plan 6-30-2023.dwg Layout Name: Zoning 11x17 POR Plot Date: Jul 20, 2023 at 11:51 am

ORIGINAL PLOT DATE: 18-JUN-2010



Images: Willows.pg;Willows.jpg; Xrefs: Willows Base.dwg  
Path: F:\Civil 3D Projects\724861 Mapping\DWG\Northern Valley Indian Health Rezone\Northern Valley Indian Health Rezone-General Plan 001 - 002 - 003 - 007 - 012.dwg Layout Name: Zoning 11x17 POR Plot Date: Jun 29, 2023 at 10:10 am

ORIGINAL PLOT DATE: 18-JUN-2010





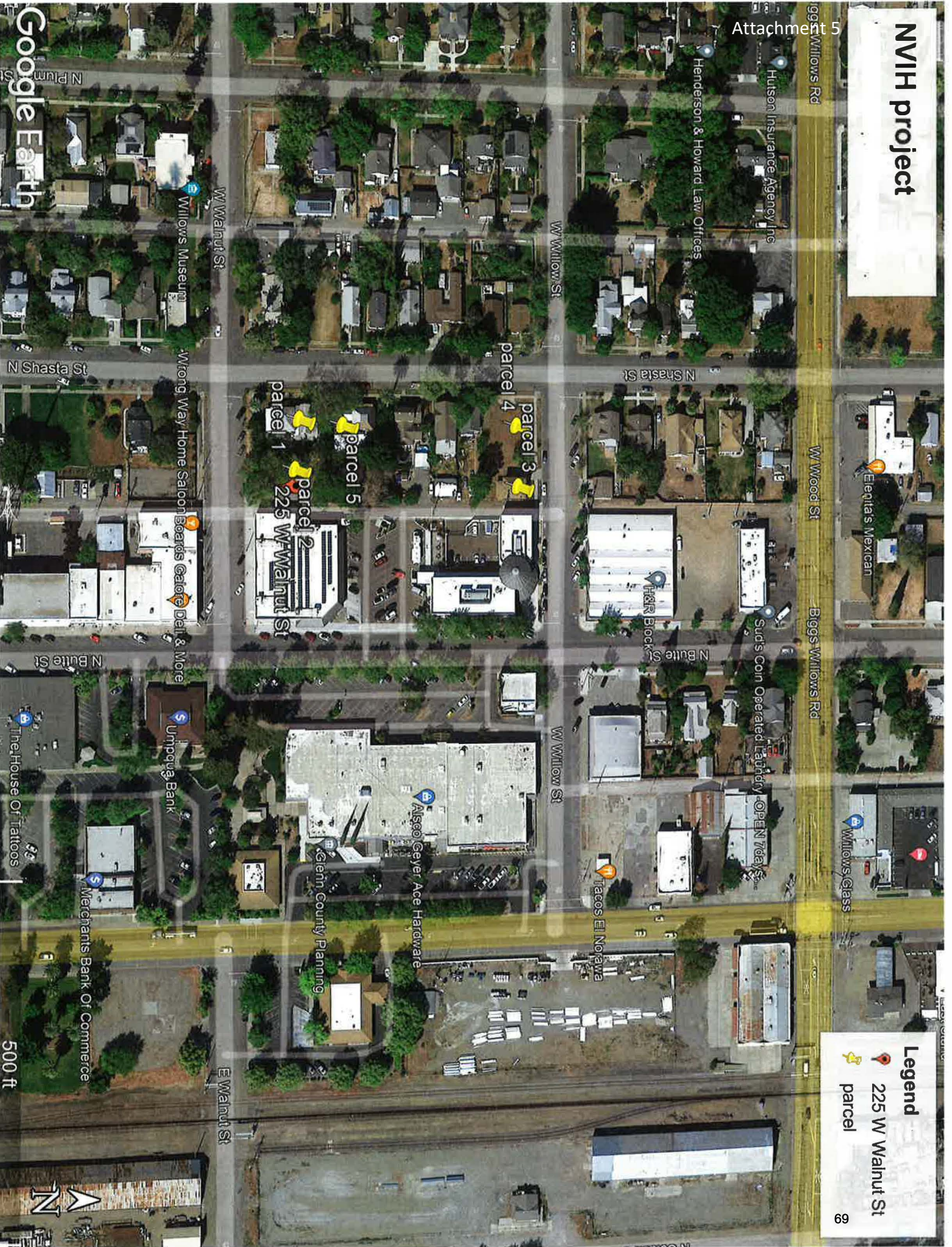


# NVIH project

Attachment 5

**Legend**

-  225 W Walnut St
-  parcel







---

# DISCUSSION & ACTION CALENDAR



---

Date: October 10, 2023

To: Honorable Mayor and Councilmembers

From: John Wanger, City Engineer/Interim Public Works Director  
Marti Brown, City Manager

Subject: Award of Contract - Closed Circuit TV (CCTV) Inspection of City Sewer Mains

---

**Recommendation:**

Approve the attached resolution authorizing the City Manager to execute an agreement with NorCal Pipeline Services for \$13,210 and establishing an overall budget for the project of \$14,510.

**Rationale for Recommendation:**

In order to determine methods of repair for some of the City's sewer mains, CCTV inspections are needed.

**Background:**

In 2011, City staff reviewed information regarding known deficiencies in the sewer collection system and came up with a priority ranking for several sewer mains that had known deficiencies. Based on the priorities, staff provided a cost estimate to replace approximately 7,700 linear feet of the collection system that was in the worst condition. Based on funding constraints, none of the work was ever completed.

In 2021, staff updated the list of priority projects and provided a cost estimate to replace over 9,000 linear feet of the collection system that was in the worst condition. The 2021 project cost estimate totaled \$3.35 million.

During the 2021 refinancing of sewage bonds for the wastewater treatment plant, over \$3 million of funding was identified to assist with capital projects. Originally, staff intended to use the monies as matching funds for grant applications in an effort to implement a much larger project. Staff pursued and submitted an application with State Water Quality to complete CCTV work of the entire sewer collection system (estimated at approximately \$750,000). After submission of the application, staff learned that the City qualifies for 100% grant monies (no matching funds required). Although the most recent application with the State has not been finalized, since the State has determined the City is eligible for 100% grant funding, the concept of using the \$3 million as matching funds is no longer applicable.

### **Discussion & Analysis:**

As there is a deadline to spend the \$3 million of bond funds, staff is proceeding to pursue most or all of the projects identified in the 2021 priorities list. The first step of identifying the existing conditions to help determine methods of rehabilitation is conducting CCTV inspections of the portion of the sewer system included in the high priority locations. Based on the high priority locations previously identified, staff prepared and distributed the Request for Proposals (RFP) for CCTV inspections.

It is essential that this work be completed as soon as possible, as the method of repairs is dependent on the results. Once the results of the CCTV inspections are complete, project design may commence, followed by construction.

CCTV inspections allow accurate identification of the type, location, and severity of defects in the sewer system. Certain sections of the City's sewer collection system have experienced known deficiencies for many years. The known locations include a total of 6,617 linear feet of 6-inch sewer main and 2,439 linear feet of 8-inch sewer main. Maps of the CCTV locations are attached to this staff report.

In order to accurately identify the deficiencies and move forward with design services, City Staff released a Request for Proposals on July 25, 2023, to four qualified firms that provide municipal CCTV services and requested proposals by August 22, 2023. The firms included NorCal Pipeline Services, EDCO Enterprises, Teichert and Badger Daylighting.

On August 22, 2023, the only proposal received was from NorCal Pipelines for an amount of \$13,210.00. Although only one bid was received, the cost per foot (approximately \$1.46 per foot) is a very reasonable price based on similar services that the City Engineer has observed. Accordingly, staff recommends award of this CCTV project to NorCal Pipeline Services.

As the work associated with this project only involves CCTV work, there are no environmental considerations, and therefore the project is determined to be Categorically Exempt.

### **Fiscal Impact:**

Based on the bid received for the project, the overall recommended budget for this project is as follows:

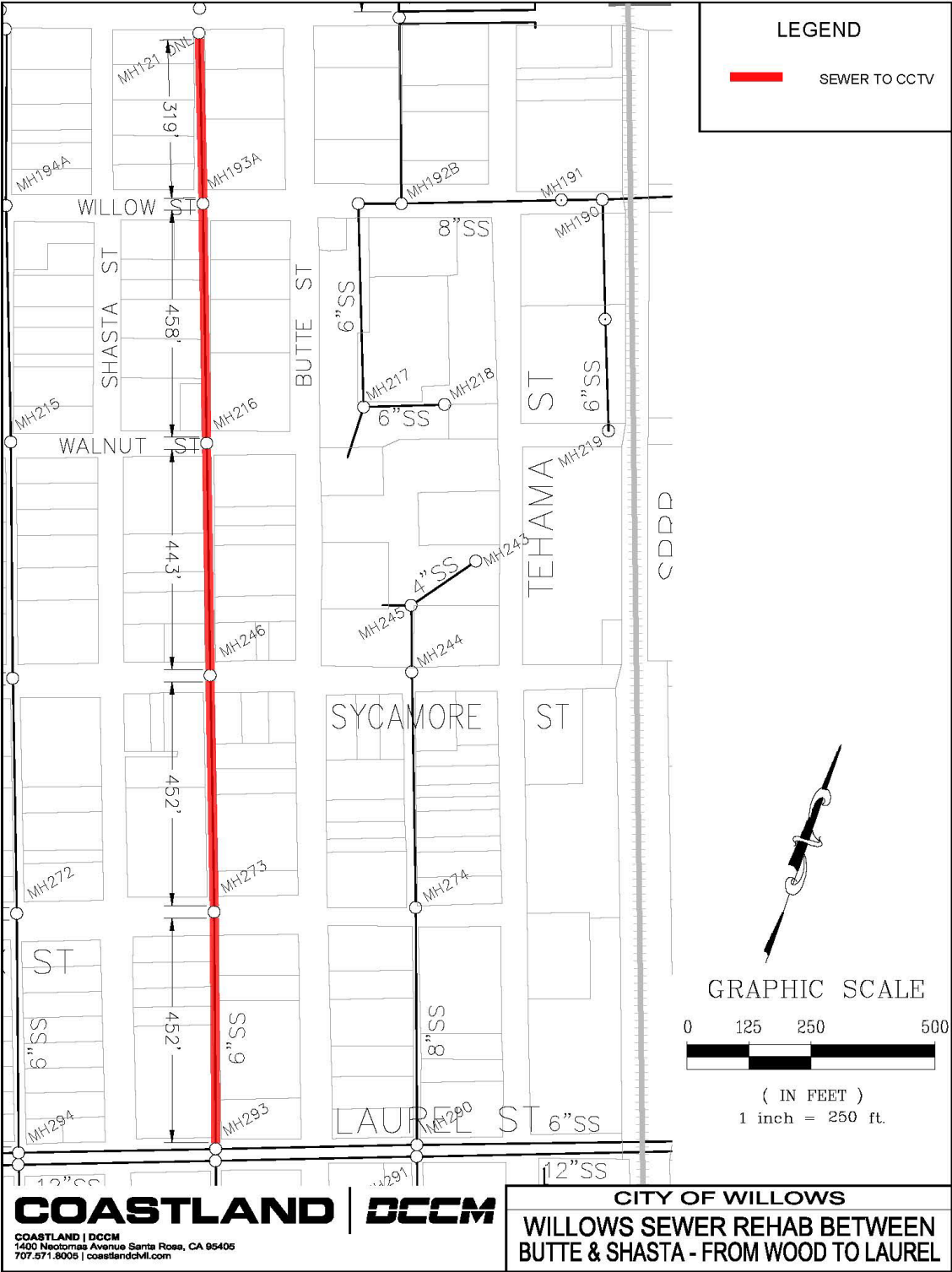
Construction:	\$ 13,210
Contingency (10%):	<u>\$ 1,300</u>
Estimated total	\$ 14,510

The primary source of funding for this project is the Sewer Enterprise Fund.

### **Attachment:**

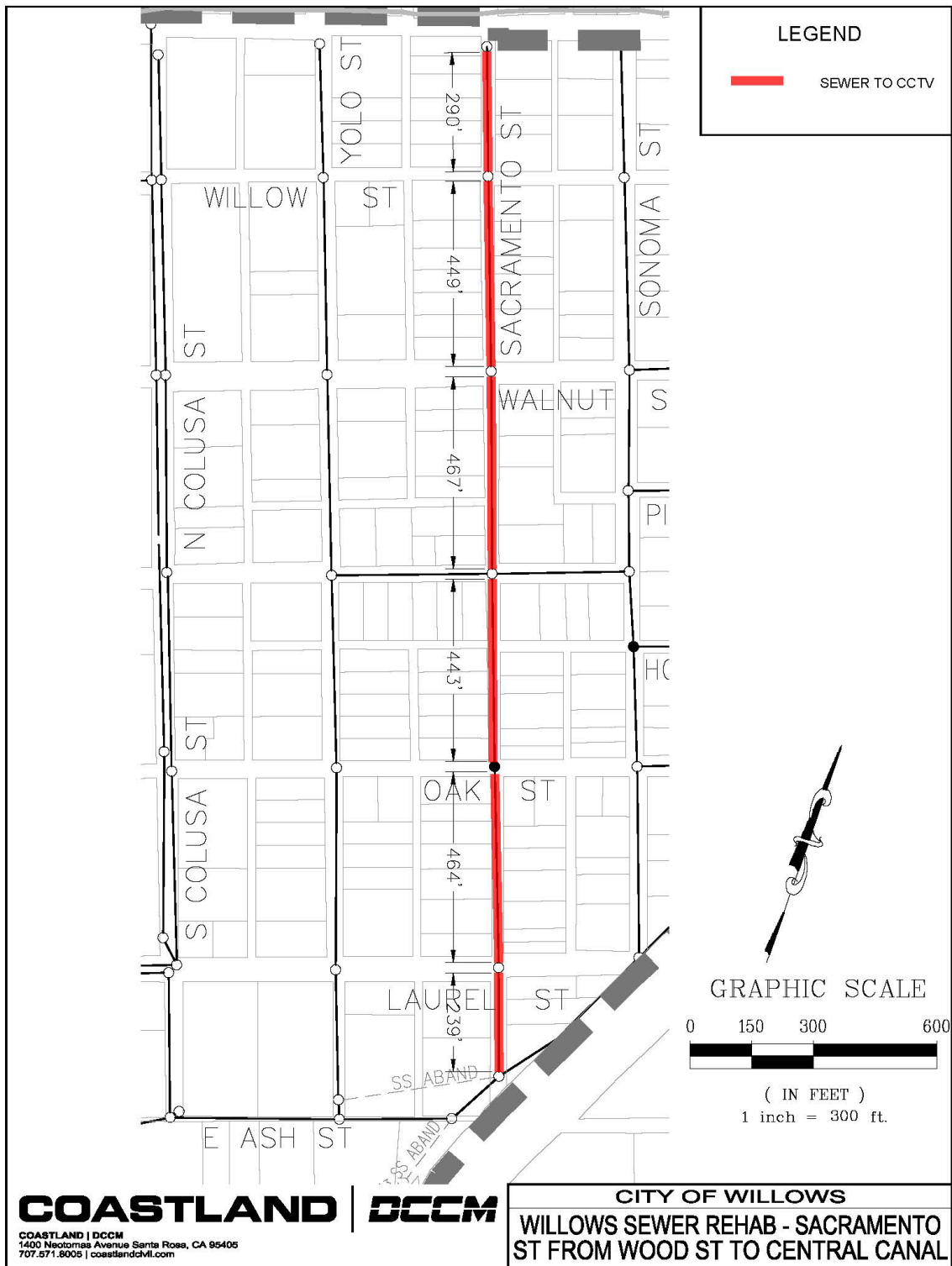
- Attachment 1: Area Map of sewer lines to be CCTV'd
- Attachment 2: Resolution

CCTV LOCATION EXHIBITS













**City of Willows  
Resolution XX-2022**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, AUTHORIZING THE CITY  
MANAGER TO SIGN A CONTRACT WITH NORCAL PIPELINE SERVICES FOR CCTV WORK ON  
VARIOUS CITY SEWER MAINS AND APPROVE AN OVERALL BUDGET FOR THE PROJECT**

**WHEREAS**, the City of Willows solicited proposals from qualified companies to provide CCTV Work on Various City Sewer Mains ("Project"); and

**WHEREAS**, proposals for the project were received on August 22, 2023; and

**WHEREAS**, one proposal was received from NorCal Pipeline Services specifying that the work estimate was \$13,210 to complete all work; and

**WHEREAS**, staff has determined that NorCal Pipeline Services proposal satisfies the requirements for the Project as specified in the Request for Proposal; and

**WHEREAS**, staff has verified that NorCal Pipeline Services possesses valid California Contractor's Licenses under the requested Class A, number 935878 (expires 7/31/2025) as required; and

**WHEREAS**, the Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Section 15301(b) of Title 14 of the California Code of Regulations in that this project is CCTVing existing sewer facilities.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLOWS  
AS FOLLOWS:**

1. The above recitals are true and correct and are hereby incorporated into this Resolution as findings of the City Council of the City of Willows.

2. The Project is categorically exempt from CEQA in accordance with Section 15301(b) of Title 14 of the California Code of Regulations.

3. The City Council of the City of Willows hereby finds the proposal of NorCal Pipeline Services for the CCTV Work on Various City Sewer Mains to be responsive to the RFP that was circulated.

4. The contract for the CCTV Work on Various City Sewer Mains is hereby awarded to NorCal Pipeline Services, in the amount of \$13,210.00, conditioned on NorCal Pipeline

Services' timely execution of the Project contract and submitting all required documents, including, but not limited to the contract and certificates of insurance, and endorsements, in accordance with documents specified in the RFP.

5. The City Manager is hereby authorized and directed to execute with NorCal Pipeline Services for performance of the Project in accordance with the bid documents and applicable law upon submission by NorCal Pipeline Services of all documents required pursuant to the Project bid documents.

6. That the overall budget for the Project be established at \$14,510.

7. The City Manager is hereby authorized to execute any contract change orders in accordance with the Project contract documents so long as the total Project cost does not exceed the total funding for this Project in the adopted budget.

8. City staff is hereby directed to issue a Notice of Award to NorCal Pipeline Services.

9. This Resolution shall become effective immediately.

10. All portions of this resolution are severable. Should any individual component of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining resolution portions shall be and continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Willows hereby declares that it would have adopted this Resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more section subsection, clause sentence, phrase or other portion may be held invalid or unconstitutional.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council on this 10<sup>th</sup> day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

---

Richard Thomas, Mayor

---

Amos Hoover, City Clerk



---

**Date:** October 10, 2023  
**To:** Honorable Mayor and Councilmembers  
**From:** Amos Hoover, City Clerk  
Marti Brown, City Manager  
**Subject:** City Council Committee Appointments

---

**Recommendation:**

Consider City Council committee appointments to include the newly appointed City Councilmember, Evan Hutson; and appoint Councilmembers to vacant positions.

**Rational for Recommendation:**

With the resignation of former City Councilmember Casey Hofhenke, there are vacant City Council committee assignments that should be filled.

**Background:**

Former City Councilmember Casey Hofhenke Resigned on September 6, 2023, from the City Council leaving his committee assignments vacant. On October 4, 2023, the Council appointed Evan Hutson to fill the vacancy. As a result, it is reasonable to assume that the Council may wish to revisit its committee assignment appointments, especially since these committees/agencies are requesting to know who the new appointment is and they require city representation.

**Discussion & Analysis:**

As noted on Attachment 2, there are a total of four committee assignment vacancies that were held by former Councilmember Hofhenke and should be filled.

**Fiscal Impact:**

There is no fiscal impact.

**Attachments:**

- Attachment 1: Profile Summary of Willows City Council Boards and Committees
- Attachment 2: 2023 Committee Appointments

## PROFILE SUMMARY OF WILLOWS CITY COUNCIL COMMITTEES

### **Airport Land Use Committee**

The Airport Land Use Commission (ALUC) ensures compatible land uses in vicinity of all new airports and vicinity of existing airports; provides for orderly development of air transit, protects public health, safety and welfare; prepares and adopts the airport land use plan; and reviews plans, regulations, and other actions of local agencies and airport operators. There is no institutional knowledge regarding the last time this committee convened (e.g., more than five years).

### **Glenn County Waste Management Regional Agency**

The Waste Management Regional Agency was established in 1998 by a Joint Powers Agreement between County of Glenn and the Cities of Orland and Willows for the purpose of combining disposal and diversion quantities for determining compliance with AB 939 to allow for the efficient operation of diversion programs on a region-wide basis and:

- To assume the responsibilities of the County and the cities for implementation of the multi-jurisdictional Source Reduction and Recycling Element (SRRE), Household Hazardous Waste Element (HHWE), and the Non disposal Facility Element (NDFE) adopted by the County and the cities and any additional related elements or plans that may be required by state law including the Countywide Siting element (SE) and the Summary Plan (SP);
- To revise, as necessary, any existing elements;
- To prepare any new subsequent elements;
- To serve as the single agency responsible for the local approval and public review process of these elements;
- To prepare the annual reports for the reporting of progress toward AB 939 division goals; and
- To serve as the agency responsible for compiling the disposal information from haulers and facility operators for compliance with PRC Sections 41780 and 41821.5.

The Waste Management Regional Agency is governed by a Board of Directors consisting of Supervisors from the County and a City Council member from each of the two Cities - Orland and Willows - who are appointed by their respective Board of Supervisors and City Councils.

For more information:

<https://www.countyofglenn.net/dept/public-works/solid-waste-recycling/about-us>

### **Glenn County Transportation Commission**

The Glenn County Transportation Commission is a regional transportation planning agency that discusses Glenn County's regional transportation planning and policy issues.

For more information:

<https://www.countyofglenn.net/committee/local-transportation-commission/welcome>

### **Regional Transit Committee**

A Joint Powers Authority (under the umbrella of the Glenn County Transportation Commission) that oversees the County's transit system (e.g., Glenn Ride).

For more information:

<https://www.countyofglenn.net/committee/regional-transit-committee/welcome>

### **Local Agency Formation Commission (LAFCO)**

LAFCO is a state mandated local agency that oversees boundary changes to cities and special districts, the formation of new agencies including incorporation of new cities, and the formation of local government agencies to preserve agricultural and open space lands, and to discourage urban sprawl. The Glenn Local Agency Formation Commission (LAFCO) was formed when the State Legislature passed the Knox-Nisbet Act of 1963. The law has been updated from time to time, most recently as the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

For more information:

<https://www.countyofglenn.net/committee/local-agency-formation-commission/welcome>

### **City Select Committee**

The City Select Committee includes the mayors of both the Cities of Orland and Willows to appoint city representatives to countywide boards, commissions, committees and agencies. This committee typically meets once per year in January to make appointments.

For more information:

<https://www.countyofglenn.net/committee/city-selection-committee/welcome>

### **Countywide Mosquito & Vector Committee**

The Glenn County Mosquito & Vector Control District is a special district governed by a 5-member board of trustees that set policy for the District. The main functions of the District are to control the threat of mosquito-borne diseases and to reduce nuisance mosquito populations using sound abatement methods that minimize risk to the environment and the public. There is no institutional knowledge regarding the last time this committee convened.

For more information:

<https://www.countyofglenn.net/dept/health-human-services/public-health/services/mosquito-and-vector-control>

### **Finance Committee**

This Committee has never been defined and codified in any city policy documents. Should the Council wish to continue the formation of this committee, a policy document needs to be developed that defines the roles and responsibilities of the Committee and its members. Staff recommends leaving these appointments vacant until the Council establishes a policy for this committee.

**Glenn-Colusa Irrigation District (GCID) - Voting Delegate**

GCID is dedicated to providing reliable, affordable water supplies to its landowners and water users, while ensuring the environmental and economic viability of the region. As the largest irrigation district in the Sacramento Valley. The District fulfills its mission of efficiently and effectively managing and delivering water through an ever-improving delivery system and responsible policies while maintaining a deep commitment to sustainable practices. This delegate position is for one Councilmember to vote on behalf of the entire Council to elect a representative to the Board who will represent the Willows area. It is unclear when this delegate position was last actively used or needed. There is no institutional knowledge regarding the last time that the City played a role in voting for a District delegate.

For more information:

<https://www.gcid.net/>

**League Legislative Delegate**

The Council delegate votes at the League of California Cities Annual Conference on behalf of the entire Council and City concerning legislative policy matters that the League of California Cities proposes lobbying on and/or initiating with the Governor and/or State Legislature.

**Library Board Liaison**

The Council Library Board liaison is a non-voting delegate who attends the Library Board meetings and acts as a liaison between the Council and the Board Trustees.

**3CORE (Formally known as Tri-Counties Economic Development Committee)**

The goal of Tri-County Economic Development is to help communities expand their local economies and create jobs. There is no institutional knowledge as to when this committee last convened.

**Community Development Block Grant (CDBG) Loan Committee**

The CDBG Loan Committee oversees the City's former loan program. Currently, there are no CDBG loan funds. There are nine outstanding CDBG home loans, but there are no duties for the committee to oversee. There is no institutional knowledge re: when this committee last convened.

**Public Safety Committee (Police & Fire)**

This Council Committee meets on an as need basis to discuss public safety issues in the city including policing, fire safety, street safety, etc...

**City & Counties Economic Development Steering Committee**

Council Liaison to the County's Steering Committee to review and monitor the economic development activities of the California State Association of Counties (CSAC). There is no institutional knowledge re: when this committee last convened.

For more information:

<https://www.countyofglenn.net/committee/cities-county-economic-development-committee/welcome>

### **Sustainable Groundwater Management Act (SGMA) Board Committee**

The Water Resources Program is responsible for disseminating information, facilitating outreach, and encouraging involvement in groundwater and water resource activities in Glenn County. This committee oversees the implementation of the SGMA and provides recommendations.

For more information:

<https://www.countyofglenn.net/dept/planning-community-development-services/water-resources/welcome>

## WILLOWS CITY COUNCIL **2023** COMMITTEE APPOINTMENTS

COMMITTEE	MEMBER(S)	MEETING DATES/TIME	TERM EXPIRES
Airport Land Use Committee	Mayor	No regular meetings	12/2023
Glenn County Waste Management Regional Agency <i>(1 member, 1 alternate)</i>	Sprague Hansen (Alternate)	Quarterly, Third Thursday @ 10:30AM	12/2023
Regional Transit Committee <i>(2 members, 1 alternate)</i>	<b>Vacant</b> Sprague Hansen (Alternate)	Monthly, Third Thursday @ 9am	12/2023
Transportation Commission <i>(1 Member and 1 alternate)</i>	Hansen Sprague (Alternate)	Monthly, Third Thursday, following Transit Committee meeting	12/2023
LAFCO <i>(1 member, 1 alternate)</i>	Mayor Vodden (Alternate)	As needed, second Monday	12/2023
City Select Committee	Mayor	Annually in January	12/2023
Countywide Mosquito & Vector District	Vince Holvick Mayor (Alternate)	As needed	6/2023
Finance Committee <i>(2 members)</i>	Mayor Vodden	As needed	12/2023
GCID Voting Delegate <i>(Mayor)</i>	Mayor	As needed	12/2023
League Legislative Delegate <i>(Mayor)</i>	Mayor	@ Annual League Conference in September	12/2023
Library Board	<b>Vacant</b>	Every other month, Second Thursday @ 11:00 am	12/2023
3CORE (Formally known as Tri-Counties Economic Development Committee) <i>(1 member, 1 alternate)</i>	Vodden Mayor (Alternate)	As needed	12/2023
CDBG Loan Committee <i>(2 members)</i>	?	As needed	12/2023
Public Safety (Police & Fire) Committee <i>(2 members)</i>	Hansen <b>Vacant</b>	As needed	12/2023
City & Counties Economic Development Steering Committee <i>(2 members, 1 alternate)</i>	Mayor Vodden <b>Vacant</b> (Alternate)	As needed	12/2023
Sustainable Groundwater Management Act (SGMA) Board Committee <i>(1 member)</i>	Hansen	Monthly, First Monday @ 1:30 PM	N/A





---

Date: October 10, 2023  
To: Honorable Mayor and City Council  
From: Councilmember Sprague  
Subject: Willows High School Agriculture Facility Project

---

**Recommendation:**

Receive information provided by Councilmember Sprague and Willows Unified School district regarding the proposed agriculture facility project.

**Rationale for Recommendation:**

Requested by councilmember Sprague.

**Background:**

None

**Fiscal Impact:**

None

**Attachment:**

- Attachment 1: Letter from WUSD to the City of Willows September 8, 2023
- Attachment 2: Letter from councilmember Sprague to the Council
- Attachment 3: Letter from councilmember Sprague to WUSD Superintendent September 20, 2023
- Attachment 4: Request for Information from councilmember Sprague to WUSD September 29, 2023
- Attachment 5: Response from WUSD to councilmember Sprague October 5, 2023



September 8, 2023

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Marti Brown, City Manager  
City of Willows  
201 North Lassen Street  
Willows, CA 95988

**Re: Notice of Exemption from Local Zoning Ordinances and Regulations**

Dear City Manager Brown,

Please be advised that at its public meeting on September 7, 2023, the Board of Trustees of the Willows Unified School District ("District") approved a Resolution Exempting the Willows High School Site and Ag Facility Project from Local City Zoning and Building Ordinances and Regulations ("Resolution"). Government Code section 53094 authorizes a governing board of a school district, by a vote of two-thirds of its members, to render local zoning ordinances and regulations inapplicable to a proposed use of District property for educational purposes.

The District proposes new construction of an agriculture facility/barn on the District's Willows High School campus ("School Site"), upon District-owned property located at 203 N. Murdock Avenue, Willows, California ("Property"). The Property is currently the site of Willows High School and within the boundaries of the City of Willows.

Specifically, the District proposes to construct a 3,500 square foot barn space including an animal exercise yard with an animal washing area, an attached teaching facility, and path of travel upgrades to the School Site (collectively, "Project"). The School Site and the proposed Project serve educational purposes and the Project is expressly authorized pursuant to Education Code section 52700 which authorizes school districts to establish a school farm for the purpose of providing practical instruction in agriculture whenever in the District's judgment it is advisable to do so.

The Resolution exempts the School Site and Project from local zoning ordinances and regulations, including, without limitation, the City of Willows Code of Ordinances and General Plan. The District must continue to comply with State requirements for construction of the Project and operation of the School Site, such as the requirements set forth by the Division of State Architect under Education Code section 17280 et seq.



Please find enclosed a copy of the adopted Resolution. Pursuant to Government Code section 53094, this letter serves as the District's notice to the City of Willows of the Board's decision to exempt the School Site and Project from local zoning ordinances.

The District acknowledges that certain activities of the School Site and Project are not exempt from local ordinances as set forth in Government Code section 53097, such as regulation of drainage improvements and conditions, road improvements and conditions, or review and approval of grading plans. The District will comply with the relevant local ordinances regulating these activities to the extent applicable to the School Site and Project.

The District looks forward to continuing its cooperative working relationship with the City of Willows. Should you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly,



Emmett Koerperich, Superintendent  
Willows Unified School District

Enclosure

**WILLOWS UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 2023-24-04**

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE WILLOWS UNIFIED SCHOOL DISTRICT EXEMPTING THE WILLOWS HIGH  
SCHOOL SITE AND AGRICULTURAL FACILITY PROJECT FROM LOCAL CITY ZONING  
AND BUILDING ORDINANCES AND REGULATIONS**

**WHEREAS**, Willows Unified School District ("District") is a California public school district duly organized and validly existing under the laws of the State of California, and is located within the boundaries of the City of Willows ("City");

**WHEREAS**, District currently owns real property, located at 203 N. Murdock Avenue, Willows, California ("Property"), which is currently the site of the Willow High School campus, ("School Site");

**WHEREAS**, District proposes to construct an agricultural facility comprised of a 3,500 square foot barn space with an animal exercise yard and an animal washing area, an attached teaching facility, and path of travel upgrades to the School Site (collectively, "Project");

**WHEREAS**, Government Code section 53094 authorizes the District, by a vote of two-thirds of the members of its Board of Trustees, to render City zoning ordinances inapplicable to the School Site and Project when used for educational purposes;

**WHEREAS**, the proposed Project and future use of the School Site serve educational purposes by providing practical instruction in agriculture for the District's students.

**WHEREAS**, the proposed Project and future use of the School Site are further subject to State of California approvals, including construction design review by the Division of the State Architect ("DSA"); and

**WHEREAS**, District has balanced the interests of the public, including those of the City and the District, and determined that the interests of the public are best served by commencing and completing the Project on the School Site under DSA review.

**NOW, THEREFORE**, the Board of Trustees of the Willows Unified School District hereby resolves, determines, and finds the following:

**Section 1.** That the foregoing recitals are true.

**Section 2.** That pursuant to Government Code section 53094, the District hereby does exempt itself from, and renders inapplicable to the Project and School Site, any zoning ordinances and regulations of the City of Willows, including, without limitation, the City's Code of Ordinances, the City's General Plan, and any related City ordinances or regulations that otherwise would be applicable to the District, Project, and/or School Site, except for any ordinances regulating drainage improvements and conditions, road improvements and conditions, or grading plan review and approval as set forth in Government Code section 53097.

**Section 3.** That the Superintendent of the District, or designee, is directed to give written notice to City of Willows as required by Government Code section 53094 within ten (10) days of this action and is authorized to take all further action necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.

**APPROVED, PASSED, AND ADOPTED** by the Board of Trustees of the Willows Unified School District on this 7 day of September 2023, by the following vote:

AYES: 4 Geiger, Gray, Parisio, Taylor

NOES: 0

ABSTENTIONS:

ABSENT: 1 Ruiz

  
Jeromy Geiger  
President of the Board of Trustees

Attested to:

  
Lourdes Ruiz  
Clerk of the Board of Trustees

# FORREST J. SPRAGUE

Attachment 2

Willows City Councilman

201 N. Lassen St Willows, CA 95988

Ph: 530-514-8700 Email: fsprague@cityofwillows.org

---

October 3, 2023

Dear Mayor Thomas and Council members,

**MY REQUEST:** I ask that the following matter be placed on the City Council's October 10, 2023, agenda for serious discussion and possible action.

**TOPIC:** The Willows High School Agricultural Facility and whether it should be located in town.

**DISCUSSION:** The California Environmental Quality Act (CEQA) Guidelines are very clear. All projects undertaken by any public agency are subject to CEQA including those by any local agency, a special district, or a school district.

As a practical matter, the CEQA Guidelines in essence say this about Categorical Exemptions:

The Public Resources Code requires the CEQA Guidelines to include the list of the classes of projects which have been determined to have minimal or no significant effects on the environment and which shall be exempt from the provisions of CEQA.

The Secretary for Resources has found that 32 classes of projects do not have a significant effect on the environment, and therefore are declared categorically exempt from the preparation of environmental documents.

The Guidelines describe the projects that are qualified for exemption because of their type or where the project might be located. Recently, the District has filed a Notice of Exemption (NOE) claiming that its Project is categorically exempt under Classes, 1, 3, 11, and 14. However, the CEQA Guidelines also say:

A categorical exemption **shall not be used for an activity** where there is a **reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances**. (Emphasis added)

I suggest that a very applicable "unusual circumstance" in this case is the designated location of the Project, which is within an existing residential part of the City. Therefore, it is my opinion that the Council should seriously consider and comment on this matter.

**QUESTION:** Does the City have standing as a "Responsible Agency."

For the purposes of CEQA, the term "Responsible Agency" includes all public agencies (i.e. the City) other than the Lead Agency (i.e. the District), which should have discretionary approval power over the Project. (See CEQA Guidelines, Sections 15096 and 15381)

A Responsible Agency complies with CEQA by considering the documents prepared by the Lead Agency and by reaching its own conclusions on whether or how to approve the project involved. (Attached are my two letters asking the District for paperwork that I want us to have before our October 10 meeting).

Experience has taught me that in considering these types of issues it is helpful to look at the "intent" of the legislative body that passed the laws, which in turn, prompted the rules and regulations needed to enforce the statutes. Please consider these examples:

The Legislature finds and declares that it is the policy of the state that projects to be carried out **by public agencies be subject to the same level of review and consideration** under this division **as that of private projects** required to be approved by public agencies.

It is the intent of the Legislature that all agencies...which regulate...**public agencies which are found to affect the quality of the environment...**consistent with the provision of a **decent home and suitable living environment** for every Californian, **shall be the guiding criterion in public decisions.** (Emphasis added)

In addition, just two years ago, the City of Mount Shasta was challenged in court for the approval of a Siskiyou County supported project within the City limits. The lawsuit asserted that the City, as a “responsible agency,” should have adopted findings regarding the nature of the impacts related to the project and adopted mitigation measures to reduce those impacts.

The Court concluded the City had failed to make the necessary findings under CEQA Guidelines and that Responsible Agencies must make their findings known upon allowing a project to proceed. The Court determined that the City Council’s statement that it had considered the EIR and found no unmitigated adverse impacts relating to the project was not a proper CEQA finding.

The Court did not require the City of Mount Shasta to insist upon mitigation measures over which it did not have jurisdiction. But the Court concluded that as a Responsible Agency, the City should have identified mitigating procedures. Granted, in that instance the issue involved a full EIR. However, I believe that the Court’s opinion applies to the City of Willows’ obligations.

*In other words, the Willows City Council should not turn a blind eye toward the District’s Project. I believe our constituents expect and deserve our involvement as their representatives in this matter.*

You’ll recall that in late January 2023, the District gave the City Council a bullet point Presentation regarding its Project. Their slide show says that the Project will contain up to 30 animals, including pigs, sheep and goats, and that the hours of operation will be from 6:30 am to 8:00 pm. We should presume that those hours will include weekends and holidays.

Additionally, the Presentation included an aerial view of the proposed location and the floor plan of the barn, along with photos of the barn and various waste containers. The District also engaged the services of a Sacramento consulting firm to handle, among other things, the approval of the State Architect, the EIR, and the grading of the Project. But have any of those items been presented to the City Council or shown to the residents living within the surrounding neighborhoods?

Now the District claims:

There is no indication of **unusual circumstances** that would cause a significant environmental impact related to the Project” and that **...the District has balanced the interest of the public, including those of the City...**and has determined that the interests of the public are best served by commencing and completing the Project. (Emphasis added)

People don’t believe that merely publishing the above claims makes them factually accurate without *first* sufficiently demonstrating that they are. It is called transparency. At a minimum, these following impacts should be adequately responded to by the District:

Will the Project contribute any polluted runoff into nearby storm drains?



Does the Project comply with state and local regulations related to solid waste (manure) collection and disposal?

Will the Project be served by solid waste collection company and is there a nearby landfill permitted to receive the Project's types of waste?

Apart from the waste containers, how will the Projects alleviate the unpleasant odors, flying insects, and other probable airborne emissions that will likely impact adjacent neighborhoods?

How will the adverse effects of the ambient noise of farm animals be mitigated?

What assurances does the District provide that the Project will not negatively transform the visual character and the quality of life of the people living in the surrounding neighborhoods?

Does the Project conflict with any City land use policies or zoning ordinances?

These responses are essential since the Willows Municipal Code states in part:

It shall be unlawful and it is declared to be a nuisance for any person to keep or maintain any swine or other livestock within the limits of the city. The keeping of animals whose noise disturbs or annoys any considerable number of persons or the neighborhood is unlawful.

I don't believe anyone is particularly opposed to the objectives of animal husbandry instruction. It teaches personal responsibility and opens career opportunities to students, especially in a farming community like ours.

However, regarding the CEQA process there is another legislative intent to consider:

The Legislature further finds and declares that it is the policy of the state to **require governmental agencies at all levels...to consider alternatives to proposed actions** affecting the environment. (Emphasis added)

**RECOMMENDATIONS:** I suggest that the City Council first ask the City Attorney and the City Planner to research and opine whether the City of Willows is a Responsible Agency in this instance.

Second, if it is determined that the City has standing and an obligation in this matter, then the Council should direct our legal and planning consultants, along with City staff, to compose a list of the possible adverse effects of the Project, including ones mentioned above, for the District to properly address.

Third, the City Council should petition the District to clearly and sufficiently mitigate all the negative impacts of the Project before going forward any further.

Thank you in advance for the Council's thoughtful consideration of this matter.

Respectfully,  


FORREST J. SPRAGUE



# FORREST J. SPRAGUE

Attachment 3

Willows City Councilman

201 N. Lassen St Willows, CA 95988

Ph: 530-514-8700 Email: fsprague@cityofwillows.org

September 20, 2023

RECEIVED

SEP 20 2023

Willows Unified School District  
823 West Laurel Street  
Willows, CA 95988  
ATTN: Superintendent Emmett Koerperich

COPY

WILLOWS UNIFIED  
SCHOOL DISTRICT

## RE: Willows High School Agricultural Facility Project

Dear Mr. Koerperich:

A copy of the enclosed letter confirms that a significant number of my constituents have serious concerns over the above referenced Project. You must know that any project undertaken by a public agency is subject to the California Environmental Quality Act (CEQA). This includes prospective developments by any special district, as well as all school districts.

Among other things, the CEQA process is intended to give notice to the public of any negative effects of planned improvements and their incidental activities, and to disclose to the public how and why a project was approved.

Nevertheless, the Project description within the District's self-proclaimed Notice of Exemption is sketchy, at best. The narratives in the District's Resolutions Numbers 2023-24-03 and 2023-24-04 inform the public of very little of what the Project *will and will not do*. Moreover, those documents fail to accurately describe the negative impacts very likely to be caused by the Project. To clarify the vagueness of the District's descriptions of its proposal, please provide me copies of the following documents and please respond to the below concerns:

Copies of the agendas and minutes of the District's Board of Education meetings during which the members discussed and took action regarding the Project.

Include a copy of the District's CEQA Appendix G, the Environmental Checklist Form, and all other related documents the District submitted to the Governor's Office of Planning and Research.

The Project proposes the construction of a 3,500 square foot barn. Please include front and side elevation drawings and a site plan showing the barn's specific location.

The Project will have an area for exercising and washing farm livestock, a teaching facility, and a pathway allowing students and teachers access to those elements. Please supply me a drawing that displays the proposed locations of those features.

Please furnish a description and identify the locality of the animal confinement facilities. Include the number and sizes of enclosures, and the number and species of the livestock to be housed in each location. Include any additional data that might be required by the *Animal Health Regulations* published by The California Department of Food and Agriculture.

A site modification of this type and design will likely change the existing drainage pattern of the area. Demonstrate that the Project will not contribute any polluted runoff into nearby storm drains.

Without doubt, barn-yard waste (manure) will be generated by the farm livestock. Does the Project comply with state and local regulations related to solid waste collection and disposal?

Please ensure the public that the school will be served by solid waste collection company and verify that there is a nearby landfill permitted to receive the Project's types of debris and waste.

The Project will be located within an existing residential area of the Willows city limits. Confirm that it does not conflict with any existing City plans, land use policies, or zoning ordinances.

There are always issues with the sight, sound and smell related to any livestock facility.

The presence of various farm animals on this school site will certainly generate ambient noise levels in the vicinity above the current levels. How will this adverse effect be mitigated?

Describe how the District will alleviate the unpleasant odors, flying insects, and the probable hazardous or non-hazardous airborne emissions that will likely impact adjacent neighborhoods.

Homeowners are concerned that the Project will reduce their property values. What assurances does the District provide them that the Project will not negatively transform, but will preserve the visual character and the quality of life of the people living in the surrounding neighborhoods?


The District's two Resolutions claim, *"There is no indication of unusual circumstances that would cause a significant environmental impact related to the Project"* and that *"...the District has balanced the interest of the public, including those of the City...and has determined that the interests of the public are best served by commencing and completing the Project."*

With respect to you and the Board of Education, people don't believe that merely publishing the above claims makes them factually accurate without *first* adequately demonstrating that they are.

I don't know whether the residents in the neighborhood will always oppose this Project. But I can say that currently there is a high degree of animosity toward the District for *not providing* the public with the above information from the very beginning. And I believe that there will always be a level of resistance to this Project if the neighbors' concerns are not first properly mitigated.

Thank you in advance for addressing this matter in a timely fashion.

Respectfully,

  
FORREST J. SPRAGUE

Willows City Councilman

Encl: The neighborhood letter

Cc: Willows Mayor Thomas and City Council  
Willows City Manager, Ms. Marti Brown  
Willows City Attorney, Ms. Carolyn Walker  
Byron Turner, Willows Acting Planning Director  
Willows Planning Commission  
Willows Unified School District Board  
Glenn County Clerk-Recorder  
Glenn County Board of Supervisors  
The Governor's Office of Planning and Research

# FORREST J. SPRAGUE

Attachment 4

Willows City Councilman

201 N. Lassen St Willows, CA 95988

Ph: 530-514-8700 Email: fsprague@cityofwillows.org

September 29, 2023

RECEIVED

SEP 29 2023

COPY

WILLOWS UNIFIED  
SCHOOL DISTRICT

Willows Unified School District  
823 West Laurel Street  
Willows, CA 95988  
ATTN: Superintendent Emmett Koerperich

**RE: 10-day request for public information incidental to the  
Willows High School Agricultural Facility Project**

Dear Mr. Koerperich:

On September 20, 2023, I hand delivered to your office a courteous letter asking for information related to the above referenced Project. To date, I have not received a response, much less any of the desired information.

My September 20 letter conveyed the many concerns the proposed Project raises to those living in nearby neighborhoods. Therefore, I have asked that this matter be placed on the Willows City Council's meeting agenda currently scheduled for October 10, 2023 for the Council to discuss what, if any, actions we might consider concerning the Project.

With respect toward the Willows School Board members, the teachers, the parents, and most of all, out of fairness to the students who would benefit from the instruction, I want members of the City Council to make fully informed decisions about this matter. However, without more information from the District, it is impossible for the Council to do so.

Therefore, this is a formal 10-day request for public information. Let me reiterate the items I asked for on September 20:

- 1) Copies of the agendas and minutes of the District's Board of Education meetings during which the members discussed and took action regarding the Project.
- 2) A copy of the District's CEQA Appendix G, the Environmental Checklist Form, and all other related documents the District submitted to the Governor's Office of Planning and Research.
- 3) The Project proposes the construction of a 3,500 square foot barn. Please include front and side elevation drawings and a site plan showing the barn's specific location.
- 4) The Project will have an area for exercising and washing farm livestock, a teaching facility, and a pathway allowing students and teachers access to those elements. Please supply me a drawing that displays the proposed locations of those features.
- 5) Please furnish a description and identify the locality of the animal confinement facilities. Include the number and sizes of enclosures, and the number and species of the livestock to be housed in each location. Include any additional data that might be required by the *Animal Health Regulations* published by The California Department of Food and Agriculture.

Willows Unified School District  
September 29, 2023  
Page two

Recently I was told that the District has three alternative configurations of the proposed Project. Please include with your submittal the diagrams that depict and the narratives that describe those three options.

Again, the next City Council meeting is slated for October 10. That meeting will be the day after the deadline for the District to comply with this 10-day request for the above public information.

Please let me know where and when I can obtain the above listed documents. If you prefer, those items can also be delivered to Willows City Hall to my attention.

Thank you in advance for promptly attending to this important matter.

Respectfully,

**COPY**  
FORREST J. SPRAGUE  
Willows City Councilman

Cc: Willows Mayor Thomas and City Council  
Willows City Manager, Ms. Marti Brown  
Willows City Attorney, Ms. Carolyn Walker  
Byron Turner, Willows Acting Planning Director  
Willows Unified School District Board

# WILLOWS UNIFIED SCHOOL DISTRICT

---

October 5, 2023

VIA EMAIL

Forrest J. Sprague  
Willows City Councilman  
201 N. Lassen Street  
Willows, CA 95988  
Email: [fsprague@cityofwillows.org](mailto:fsprague@cityofwillows.org)

Re: Willows High School Agricultural Facility Project

Dear Mr. Sprague:

This letter serves as a response to your September 20, 2023, letter regarding the Willows High School Agricultural Facility Project ("Project"). First and foremost, I want to assure you that the District understands the responsibility it bears as the lead agency for the Project with respect to compliance with the California Environmental Quality Act (CEQA) and has duly complied with the associated legal requirements. I also write to advise you that the District has taken, and will continue to take, community input regarding the Project seriously.

We listened to the feedback we received when the Project was first introduced to the community earlier this year. In response, we engaged with design professionals to proactively address the issues raised by our neighbors. Distinct steps were taken to address many of the questions raised by your constituents. These changes include the relocation of the barn to the southern portion of the existing bus yard and creation of a buffer between the Ag facility and the neighbors to the north, incorporation of a self-contained waste management system, and design updates to include a fully enclosed facility with enhanced HVAC systems to house the students' Glenn County Fair projects from January through May each year. The relocation of the Project also allows the District to restrict access to the facilities outside of approved operating hours. Doing so eliminates the noted concerns regarding student use of public sidewalks adjacent to the campus to exercise animals. The costs associated with these modifications are significant and the Project budget has doubled as a result. Despite the increased cost to the District, the Project will include the measures required to mitigate many of the concerns voiced by the residents living in the vicinity of the Willows High School campus.



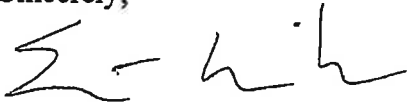
Further, the District will regularly engage the public as the Project begins to unfold. At this point, the District does not have Division of the State Architect (DSA) approved drawings and anticipates that the Project will not be put out to bid until the spring of 2024.

As you may know, the District must comply with State requirements for the operation and construction of school sites, such as the requirements set forth by the Division of State Architect ("DSA") under Education Code section 17280 et. seq. This means that DSA will provide design and construction oversight for the Project. Furthermore, all contracts associated with the Project will be reviewed by the District's Board as matters of public record.

Ultimately, we appreciate that your constituents understand the importance of Willows High School students' access to a building where they can learn practical lessons about agriculture and the tending of livestock. This Project is vitally important to us because it serves as a cornerstone for promoting equity and ensuring equal access for our students to our agricultural program. We are committed to investing the time, efforts, and resources necessary to create an environment where every student, regardless of their background or circumstances, has an opportunity to participate in our career and technical education offerings. We truly believe our agricultural programs are deeply impactful and critically important for the future success of many of our students. We look forward to working collaboratively with all stakeholders to complete a Project that benefits both our students and preserves the character of our neighborhood.

Lastly, we are also in receipt of your September 29, 2023, letter seeking documents which we understand to be made subject to the California Public Records Act ("CPRA") pursuant to Government Code section 6250 et seq. We will respond to that correspondence under separate cover.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Koerperich", written in a cursive style.

Emmett Koerperich  
Superintendent

## RE: WUSD Response

From: Forrest Sprague (fsprague@cityofwillows.onmicrosoft.com)

To: ekoerperich@willowsunified.org

Cc: forsprague@aol.com

Date: Thursday, October 5, 2023 at 02:29 PM PDT

Emmett: Looking forward to receiving the additional information. This matter is on the October 10<sup>th</sup>, next Tuesday, agenda for the City Council meeting. Please feel free to attend to hear what others might have to say. Of course, the invitation is open to your Board members, students, their parents, and faculty. Thank you for your cooperation.

**From:** Emmett Koerperich <ekoerperich@willowsunified.org>

**Sent:** Thursday, October 5, 2023 12:29 PM

**To:** Forrest Sprague <fsprague@CityofWillows.onmicrosoft.com>

**Cc:** ERIN TAYLOR <etaylor@willowsunified.org>

**Subject:** WUSD Response

Forrest - Please review the attachment. I hope this helps our stakeholders to better understand our intentions for the Ag facility. Also, the district is developing an information page for our website to be posted in the coming weeks.

Emmett Koerperich  
Superintendent







# COMMENTS AND REPORTS