



Willows City Council Regular Meeting

November 28, 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

Watch the Council meeting online via Zoom (Passcode 95988):

<https://us06web.zoom.us/j/89664438732?pwd=9d7zpOgDbllaBmXDTKXTmmVPd7op4!1>

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CHANGES TO THE AGENDA**
5. **CLOSED SESSION REPORT OUT**

a. **Labor Negotiations**

Recommended Action: Mayor to report out results of November 14 Closed Session regarding Labor Negotiations.

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

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.

a. **Register Approval**

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

Contact: Amos Hoover, City Clerk, ahoover@cityofwillows.org

b. **Minutes Approval**

Recommended Action: Approve the November 14, 2023, meeting minutes, and the November

21, 2023, Town Hall meeting minutes.

Contact: Amos Hoover, City Clerk, ahoover@cityofwillows.org

c. **City Manager Contract**

Recommended Action: Authorize the City Attorney to amend the City Manager’s contract to include two additional weeks of paid vacation per year for a total of four weeks paid vacation (instead of a Cost-of-Living Adjustment (COLA)).

Contact: Carolyn Walker, City Attorney (via Amos Hoover, City Clerk, ahoover@cityofwillows.org)

d. **\$4 Million Clean California Grant – Revised Scope of Work to Upgrade Sycamore Park**

Recommended Action: Review and approve staff’s revised scope of work for \$4.03 million grant from the State to upgrade Sycamore Park, including repairs to the City Swimming Pool; and authorize the City Manager to execute all associated documents to receive the grant award.

Contact: John Wanger, City Engineer, jwanger@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 - Rezone (GPA-23-02; RZ-23-02)**

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-23-02) and redesignate one parcel from Office and Professional to Light Industrial and approve the request to modify the zoning map (file#RZ-23-02) and rezone one parcel from RP (multiple residence professional office district) to LI (Light Industrial) for property located at assessor’s parcel numbers 003-121-015.”

Contact: Joe Bettencourt, Community Development and Services Director, jbettencourt@cityofwillows.org

b. **Community Development Block Grant (CDBG) Closeout (Rumiano Cheese) - #17-CDBG-12031**

Recommendation:

- 1) Conduct a Public Hearing to receive public comment on the Community Development Block Grant #17-CDBG-12031 funded projects, and
- 2) Authorize the City Manager to approve, sign and submit all forms required for the closeout of Community Development Block Grant #17-CDBG-12031.

Contact: Joe Bettencourt, Community Development and Services Director, jbettencourt@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.

a. **Lease of City Owned Property for Agricultural Purposes**

Recommended Action: Open bids to lease City Owned Property in South Willows (near the wastewater treatment plant) and award bid to highest responsible bidder.

Contact: Amos Hoover, City Clerk, ahoover@cityofwillows.org

b. **UPDATED: Future Short- and Long-Term Options for Law Enforcement Services**

Recommended Action: Receive staff presentation, discuss a plan of action as it relates to law enforcement services after December 31, 2023, provide direction to staff, and/or take action on any of the items presented.

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

c. **Fiscal Emergency – City Finances, Educational Action Plan**

Recommended Action: Review and discuss potential Educational Action Plan ('Plan') objectives and message regarding the City's finances, make amendments as necessary and/or propose a new message, and approve a City finance education Action Plan message.

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

d. **Legal Opinion – Gift of Public Funds**

Recommended Action: Consider waiving Attorney-Client privilege and authorizing the City Manager to release the City Attorney's recent legal opinion regarding the gift of public funds between two public agencies.

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

e. **City Hall - Holiday Closure**

Recommended Action: Consider closing City Hall and all non-emergency services on December 27, 28 and 29 (between Christmas and New Year's Day).

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

Requested By: Councilmember Hutson

f. **2024 City Council Meeting Calendar & City Hall Closure Schedule (Holidays)**

Recommended Action: Approve and adopt the 2024 City Council Meeting Calendar and City Hall Closure Schedule.

Contact: Amos Hoover, City Clerk, ahoover@cityofwillows.org

g. **Public Safety Ad Hoc Committee – Proposed Name Change**

Recommended Action: Approve name change of the Public Safety Ad Hoc Committee to the

Law Enforcement Services Ad Hoc Committee.

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

Requested by: Councilmember Hansen

h. Fiscal Emergency & Sales Tax Ballot Measure – Clarification of Resolution Vote

Recommended Action: Clarify the Council vote on declaration of fiscal emergency and resolution to places Transaction and Use Tax measure on March 5, 2024 ballot.

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org and Carolyn Walker, City Attorney

9. COMMENTS & REPORTS

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

10. CLOSED SESSION

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

Name of Case: Willows Residents for Due Process vs. Respondent,
Willows Unified School District

11. ADJOURNMENT

This agenda was posted on November 22, 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.

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.



PUBLIC COMMENT & CONSENT CALENDAR FORUM



PERIOD

11/13/2023 TO 11/13/2023

Check Register 53854 TO 53878

APPROVAL DATE 11/28/2023

APPROVED _____



City of Willows

Check Register

Packet: APPKT00124 - AP Paid - 111323

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Gen Chk-General Checking						
1004	3CORE	11/13/2023	Regular	0.00	500.00	53854
1008	A.T.& T.	11/13/2023	Regular	0.00	1,080.49	53855
1068	ANDY HEATH FINANCIAL SERV	11/13/2023	Regular	0.00	6,682.50	53856
1077	APPEAL-DEMOCRAT	11/13/2023	Regular	0.00	72.70	53857
1082	ARAMARK	11/13/2023	Regular	0.00	169.62	53858
1103	BAKER & TAYLOR BOOKS	11/13/2023	Regular	0.00	466.51	53859
1172	CALIFORNIA WATER SERVICE	11/13/2023	Regular	0.00	5,375.24	53860
1258	COLE HUBER LLP	11/13/2023	Regular	0.00	1,226.27	53861
2370	Cristina Shafer	11/13/2023	Regular	0.00	559.30	53862
1463	GANDY-STALEY OIL CO.	11/13/2023	Regular	0.00	1,477.23	53863
2365	ITF	11/13/2023	Regular	0.00	543.39	53864
1665	KNIFE RIVER CONSTRUCTION	11/13/2023	Regular	0.00	309.96	53865
1760	MATSON & ISOM TECHNOLOGY	11/13/2023	Regular	0.00	776.82	53866
1955	MATTHEW RANDOLPH	11/13/2023	Regular	0.00	100.00	53867
1917	PG & E	11/13/2023	Regular	0.00	12,632.71	53868
	Void	11/13/2023	Regular	0.00	0.00	53869
2044	SAFETY TIRE SERVICE	11/13/2023	Regular	0.00	243.40	53870
2367	Sonsray Machinery	11/13/2023	Regular	0.00	149,992.94	53871
2115	STATEWIDE TRAFFIC SAFETY	11/13/2023	Regular	0.00	219.11	53872
2142	T & C CARPET CLEANING	11/13/2023	Regular	0.00	275.00	53873
2148	TARA RUSTENHOVEN	11/13/2023	Regular	0.00	401.60	53874
1439	THE FIRST CHOICE COFFEE S	11/13/2023	Regular	0.00	75.08	53875
2203	TRUE BLUE PROPANE	11/13/2023	Regular	0.00	38.81	53876
2368	Tyler Business Forms	11/13/2023	Regular	0.00	449.44	53877
1798	UBEO WEST, LLC	11/13/2023	Regular	0.00	63.28	53878

Bank Code Gen Chk Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	37	24	0.00	183,731.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	37	25	0.00	183,731.40



Willows City Council Regular Meeting Draft Action Minutes

Agenda Item #6b.

City Council

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

November 14, 2023
Willows City Hall
Regular Session - 6:00 PM

City Manager
Marti Brown

City Clerk
Amos Hoover

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

1. **CALL TO ORDER – 6:00PM**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

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

Councilmembers Absent: None

4. **CHANGES TO THE AGENDA**

5. **INTRODUCTION & WELCOME OF NEW CITY EMPLOYEES**

Action: Introduced Joe Bettencourt, the new Community Development & Services Director and Joanne Moore, the new Accounting Manager, to Council.

6. **PUBLIC COMMENT & CONSENT CALENDAR FORUM**

a. **Register Approval**

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

b. **Minutes Approval**

Action: Approved the October 24, 2023, and October 27, 2023, meeting minutes.

c. **Finance and Human Resources Analyst Job Classification**

Action: Approved update to the job classification title of the Finance & Human Resources Analyst position to Finance & Human Resources Specialist.

d. **FY 2023-2024 Appropriations Limit**

Action: Approved the Fiscal Year 2023-2024 Appropriations Limit.

Moved/Seconded: Councilmember Hansen and Vice Mayor Vodden

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

No: None

7. DISCUSSION AND ACTION CALENDAR

a. **\$4 Million Clean California Grant – Upgrades to Sycamore Park**

Action: Directed staff to work with State to amend project proposal to incorporate rehabilitation of the city swimming pool into the project scope.

Moved/Seconded: Councilmember Sprague and Vice Mayor Vodden

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

No: None

b. **Temporary Law Enforcement Agreement with the Glenn County Sheriff's Office**

Action: Approved revised Temporary Law Enforcement Agreement with the Glenn County Sheriff's Office.

Public Comment

Aleq Quintanilla

Moved/Seconded: Councilmember Hansen and Councilmember Sprague

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

No: None

c. **Future Short- and Long-Term Options for Law Enforcement Services**

Action: Received staff presentation, discussed potential plans of action as it relates to law enforcement services after December 31, 2023, continued discussion to 28 November City Council Meeting.

d. **City Budget & 1% Sales Tax Measure – Education Action Plan**

Action: Approved a \$10,000 budget to fund a sales tax initiative education action plan with any purchase over \$5,000 requiring Finance Committee approval.

Motion by Vice Mayor Vodden: To approve a \$10,000 budget with any purchase over \$1,000 requiring finance committee chair approval. Seconded by Councilmember Hansen.

Second was withdrawn, motion failed.

Motion by Vice Mayor Vodden: To approve a \$10,000 budget with any purchase over \$5,000 requiring Finance Committee approval.

Moved/Seconded: Vice Mayor Vodden and Councilmember Hutson

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

No: Councilmember Sprague

8. COMMENTS & REPORTS

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

9. CLOSED SESSION

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

Report Out: Received information and gave direction to the City Attorney.

b. Conference with Labor Negotiators (§54957.6)

Report Out: received information and gave direction to City Manager.

c. Public Employee Performance Evaluation (§ 54957)

Report Out: In lieu of the COLA increase that is established in the City Manager's contract, the Council has agreed to amend the contract to add an additional two weeks of paid vacation.

10. ADJOURNMENT - 9:28PM

Amos Hoover, City Clerk



Willows City Council Special Meeting Draft Action Minutes

November 21, 2023
Willows City Hall
9:00 AM

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

1. **CALL TO ORDER – 9:00 AM**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

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

Councilmembers Absent: None

4. **TOWN HALL MEETING**

a. **Willows Downtown Business District Town Hall Meeting**

Action: Held a public town hall forum discussing opportunities to improve the downtown business climate.

5. **ADJOURNMENT 10:27 AM**

Amos Hoover, City Clerk



Date: November 28, 2023
To: Honorable Mayor and Councilmembers
From: Carolyn Walker, City Attorney
Subject: City Manager Contract

Recommendation:

Authorize the City Attorney to amend the City Manager’s contract to include two additional weeks of paid vacation per year for a total of four weeks paid vacation (instead of a Cost-of-Living Adjustment (COLA)).

Rationale for Recommendation:

As of July 1, 2023, the City Manager was eligible for a COLA ranging between 3% and 5% (depending on the Consumer Price Index (CPI)). As a result of the City’s budget, the increase was not considered and/or exercised. The additional paid Vacation Leave was proposed instead of a COLA.

Background:

Effective August 16, 2021, Marti Brown became the City of Willows Interim City Manager. Shortly thereafter, the city engaged in a recruitment process for the permanent City Manager position, and after a thorough recruitment effort, Ms. Brown was selected and appointed as the City’s permanent City Manager on November 23, 2021.

According to the City Manager contract, a performance evaluation is due in April of each year and, based on that, the City Manager is eligible for a 3% to 5% COLA depending on the CPI. Based on the staff report in November 2021, the first time that Ms. Brown would have been eligible for a COLA was July 1, 2023. While there was no performance evaluation in April 2022 or 2023, there was an evaluation completed in October 2022. Members of the current Council has demonstrated an interest in conducting another performance evaluation shortly after the New Year in 2024.

Discussion & Analysis:

Due to the City’s fiscal circumstances, a COLA was not pursued in the spring of 2022 (in the build up to the Council’s approval of the FY 2023-24 budget). Instead, two-weeks of additional paid Vacation Leave was proposed in the fall of 2023. The additional paid Vacation Leave is no additional cost to the city and is below the annual CPI (or COLA that the City Manager would have received otherwise).

Fiscal Impact:

There is no fiscal impact.



Date: November 28, 2023

To: Honorable Mayor and Councilmembers

From: John Wanger, City Engineer
Joe Bettencourt, Community Development & Services Director
Marti Brown, City Manager

Subject: \$4 Million Clean California Grant – Revised Scope of Work to Upgrade Sycamore Park

Recommendation:

Review and approve staff’s revised scope of work for \$4.03 million grant from the State to upgrade Sycamore Park, including repairs to the City Swimming Pool; and authorize the City Manager to execute all associated documents to receive the grant award.

Rationale for Recommendation:

The Council directed staff to revise the scope of work for the Clean California Grant to upgrade the City swimming pool, as well as other Sycamore Park amenities. Per the Clean California Grant Guidelines, the city must also authorize a City representative to execute documents associated with the grant award.

Background:

On February 14, 2023, the State Department of Transportation authorized \$100 million of Clean California Local Grant Program (CCLGP) Cycle 2 funds to beautify and improve parks, pathways, and other lands benefiting local, underserved communities. The City of Willows applied for and was awarded \$4,038,000 of CCLGP Cycle 2 funds to upgrade Sycamore Park’s recreational amenities and to increase safe and equitable access to the park.

The grant scope of work included installing new ADA compliant curb ramps and over 2,000 feet of sidewalk around the perimeter of Sycamore Park. The project will also replace over 2,100 feet of dilapidated pathways inside the park with new, 8-foot-wide mixed use concrete pathways and safety lighting. Funding made available through the State’s Clean California Local Grant Program (CCLGP) will also be used to refurbish the tennis courts and install new pickleball courts which will expand available recreation and exercise opportunities for the community.

Solar facilities are proposed to power new pathway lighting and running lights for the tennis, pickleball, and pool areas, and will also be used to power the pool heater. The new solar facilities will be configured to provide covering for changing rooms, restroom areas, and a new shade structure located next to the pool. The project also proposes to install permanent trash receptacles and drinking fountains to reduce litter and provide park users access to clean drinking water.

This project would not be possible without the funding allocation made available through the State's Clean California Local Grant Program. The proposed improvements will help provide residents the opportunity to attend nighttime exercise programs and other events in the park that are a benefit to the community because they would be held in the evening when extreme heat is less of a burden, especially during the summer months.

Discussion & Analysis:

Per the City Council's direction from the November 14, 2023, City Council meeting, staff has submitted a request to the State to revise the project scope of work to eliminate the stand-alone pickleball courts and combine them with the existing tennis courts, as well as include complete rehabilitation to the City swimming pool and its equipment. As of the writing of this staff report, the State has yet to respond to the request. However, regardless of the State's response, the grant guidelines require the City Council to authorize a City representative to execute all associated documents with and required to finalize the grant project award and receive the funds.

The State provided a sample resolution that staff formatted into the City's format. The resolution is attached, and staff is recommending that the Council approve the resolution authorizing the City Manager to execute all State documents associated with the grant award.

Fiscal Impact:

By approving the attached resolution, the City will receive \$4,038,000 in CCLGP funds.

Attachment:

- Attachment 1: Resolution XX-2023



**City of Willows
RESOLUTION NO. __-2023**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF WILLOWS MOBILITY, RECREATION AND BEAUTIFICATION PROJECT

WHEREAS, the City Council of the City of Willows is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Clean California Local Grant Program; and

WHEREAS, the City of Willows wishes to delegate authorization to execute these agreements and any amendments thereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willows, authorizes the City Manager, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the City Council of the City of Willows, State of California this 28th day of November 2023, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

APPROVED:

ATTESTED:

Richard Thomas, Mayor

Amos Hoover, City Clerk



PUBLIC HEARING



Date: November 28, 2023
To: Honorable Mayor and Councilmembers
From: Byron Turner, City Planner
Marti Brown, City Manager
Subject: General Plan Update - Rezone (GPA-23-02; RZ-23-02)

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-23-02) and redesignate one parcel from Office and Professional to Light Industrial and approve the request to modify the zoning map (file#RZ-23-02) and rezone one parcel from RP (multiple residence professional office district) to LI (Light Industrial) for property located at assessor's parcel numbers 003-121-015."

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 November 15, 2023, with a recommendation to the City Council to approve the proposal to rezone General Plan Amendment. Subject to WMC Section 18.20.050, the recommendation requires City Council action and approval per WMC 18.20.060.

Discussion & Analysis:

The applicant, Mary Susan Fleming, has filed Rezone and General Plan Amendment applications for consideration by the Planning Commission. The request is to amend the zoning and general plan land use designation on the above referenced parcel located within the City of Willows. The parcel is currently zoned RP (Multiple Residence Professional Office District) with the land use designation of Office & Professional. The applicant is requesting rezoning to ML (Light Industrial). The parcel is located at 345 E. Laurel Street

A 1,900 square foot structure is currently located on the site. The site was originally 2 parcels, and the structure had inadvertently been constructed across the property line. In 2021, the

parcels were merged in order to correct this violation. As part of the merger, the entire parcel was rezoned to RP. This action rendered the existing building as a non-conforming use, as the structure does not meet Residential or Professional Office building standards. The request is to rezone the lot to ML (Light Industrial) 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 parcel from Office & Professional to Light Industrial. Additionally, this will result in an amendment to the city's land use map.

According to the applicant, they were not aware that rezoning to RP would create the nonconformity. The zoning directly to the west is currently ML, which is consistent with the surrounding area. The reasoning for the rezone and general plan amendment requests is to allow the existing structure to be improved and used as a business.

On November 15, 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:

Currently, there is a Cost Recovery Agreement and deposit on file in order to process the applications.

Attachments:

- Attachment 1: City Council Draft Resolution
- Attachment 2: Planning Commission Resolution of November 15, 2023
- Attachment 3: Existing Zoning Map
- Attachment 4: Resulting Zoning Map
- Attachment 5: Aerial of the parcel and surrounding area



**City of Willows
RESOLUTION NO. __-2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING THE REQUEST TO AMEND THE GENERAL PLAN LAND USE MAP (FILE#GPA-23-02) AND REDESIGNATE ONE PARCEL FROM OFFICE AND PROFESSIONAL TO LIGHT INDUSTRIAL AND APPROVE THE REQUEST TO MODIFY THE ZONING MAP (FILE#RZ-23-02) AND REZONE ONE PARCELS FROM RP (MULTIPLE RESIDENCE PROFESSIONAL OFFICE DISTRICT) TO ML (LIGHT INDUSTRIAL) FOR PROPERTY LOCATED AT ASSESSORS PARCEL NUMBERS 003-121-15

WHEREAS the applicant Mary Susan Fleming has filed Rezone and General Plan Amendment applications for consideration; and

WHEREAS the Planning Commission conducted a public hearing on November 15, 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 November 28, 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:

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

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

SECTION 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 ML (Light Industrial).

PASSED AND ADOPTED by the City Council of the City of Willows, State of California this 28th day of November 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTESTED:

Richard Thomas, Mayor

Amos Hoover, City Clerk

PC RESOLUTION NO. XXX-2023

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILLOWS
RECOMMENDING THE REQUEST TO REZONE ONE PARCEL FROM RP (MULTIPLE
RESIDENCE-PROFESSIONAL OFFICE DISTRICT) TO ML (LIGHT INDUSTRIAL) ZONING AND
CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM OFFICE AND PROFESSIONAL TO
LIGHT INDUSTRIAL DESIGNATION BE FORWARDED TO THE CITY COUNCIL FOR APPROVAL FOR
PROPERTY LOCATED AT ASSESSORS PARCEL NUMBERS 003-121-15**

WHEREAS, the applicant Mary Susan Fleming 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 November 15, 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 November 15, 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 subject parcel from RP zoning to ML zoning, and change the land use designation on the parcel from Office and Professional to Light Industrial, 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.

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 15th day of November 2023, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

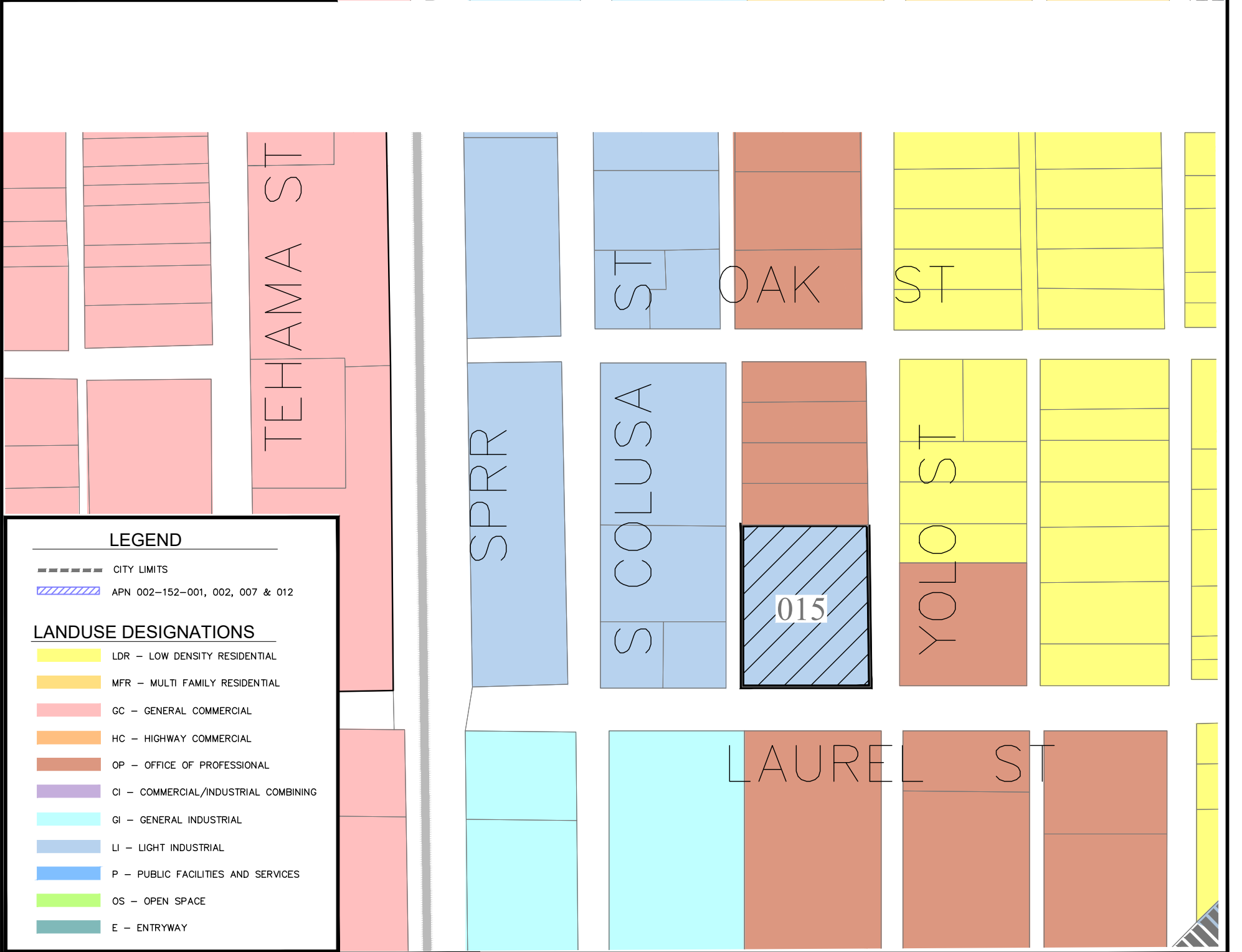
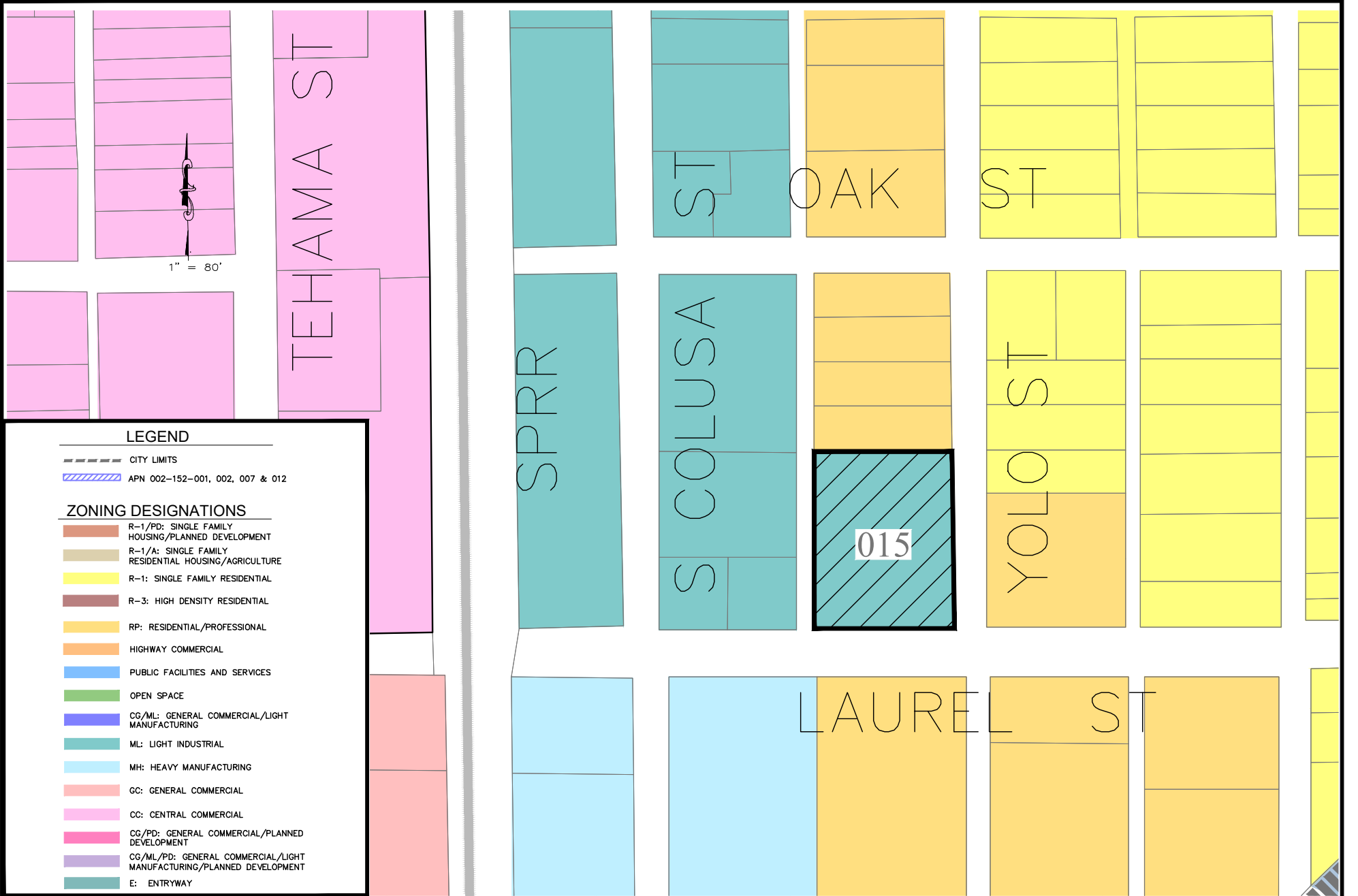
ABSENT:

APPROVED:

ATTESTED:

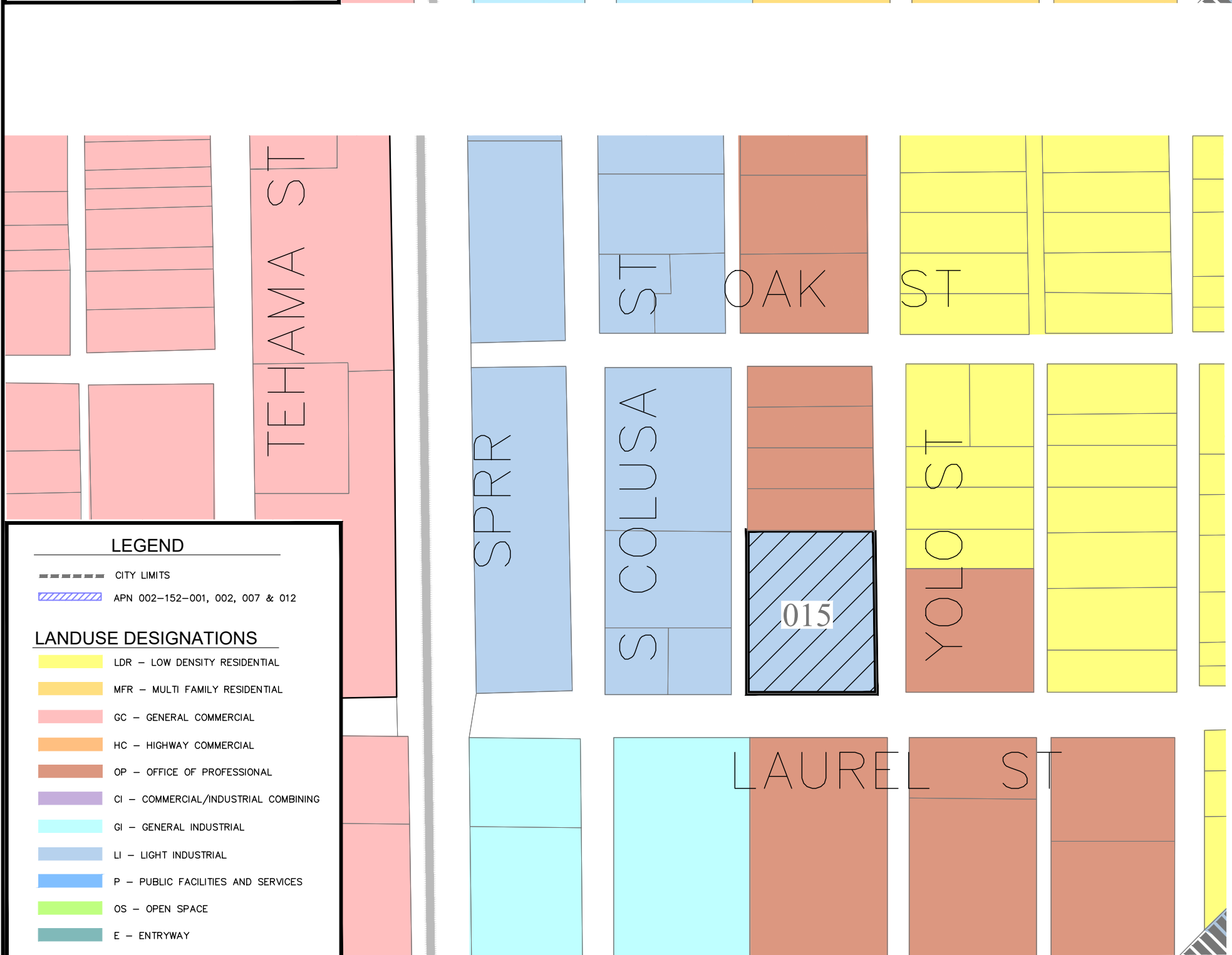
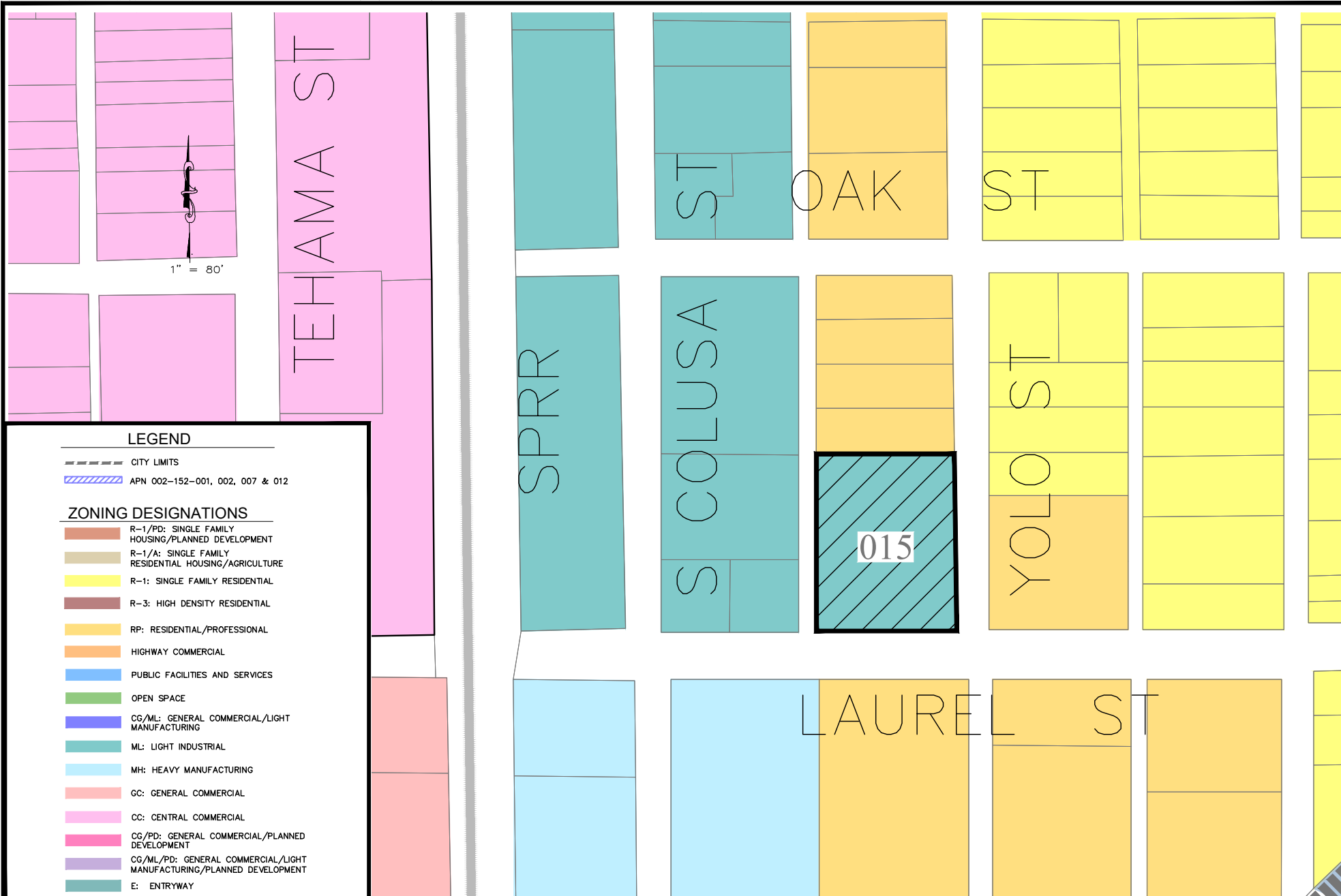
Pedro Bobadilla, Chairperson

Amos Hoover, City Clerk



Images: Willows.jpg; Willows.jpg; Xrefs: Willows Base.dwg
 Path: F:\Civil 3D Projects\174861 Mapping\DWG\EAST LAURAL\EAST LAURAL Rezone-General Plan APN 003-121-015.dwg Layout Name: Zoning 11x17 POST Plot Date: Nov 22, 2023 at 09:10 am

ORIGINAL PLOT DATE: 18-JUN-2010







Date: November 28, 2023
To: Honorable Mayor and Councilmembers
From: Joe Bettencourt, Community Development & Services Director
Marti Brown, City Manager
Subject: Community Development Block Grant (CDBG) Closeout (Rumiano Cheese) - #17-CDBG-12031

Recommendation:

- 1) Conduct a Public Hearing to receive public comment on the Community Development Block Grant #17-CDBG-12031 funded projects, and
- 2) Authorize the City Manager to approve, sign and submit all forms required for the closeout of Community Development Block Grant #17-CDBG-12031.

Rationale for Recommendation:

The California Department of Housing & Community Development (HCD) requires conducting a Public Hearing and submission of closeout documentation once a Community Development Block Grant (CDBG) is complete.

Background:

The City Council approved an HCD - CDBG application at the August 22, 2017, City Council meeting. The application requested funding for Rumiano Cheese in the form of a direct business assistance loan to purchase equipment, in the amount of \$1,857,000 and an infrastructure development grant, in the amount of \$850,000. \$203,025 was also allocated for the general administration of the grant. The application was awarded, and the grant agreement was executed on October 12, 2018, in the amount of \$2,910,025. 3CORE was contracted to assist with general administration of the grant, loan underwriting and repayment.

Discussion & Analysis:

Purchase of equipment and infrastructure development has been completed. A total of \$2,799,471 was expended and reimbursed to support these activities. \$42,500 of the Infrastructure Development and \$68,054 of the Program Administration was not drawn down, totaling \$110,554 that will be disencumbered to HCD. Rumiano Cheese began loan repayment of the \$1,857,000 in April of 2022 with a 20-year repayment term.

Fiscal Impact:

There was no local match requirement and/or additional city funding required.

Attachment:

- Attachment 1: #17-CDBG-12031 Grant Closeout Package
- Attachment 2: Public Notice



CDBG Combined Closeout Package

CDBG Award/Contract Number (fill in):

Checklist

I/we have completed the following forms. Check all that apply.

- Closeout Certification
- Acquired Property Inventory
- Disencumbrance of Funds Acknowledgement/Request
- Completion Report Acknowledgement
 - Completion Report uploaded or attached
- Section 3 Compliance Acknowledgement
- Section 3 Closeout Report (complete only if applicable)
 - Select and complete correct form based on award date
- Section 3 Qualitative Efforts (complete only if applicable)
- Affidavit of Posting Notice
 - Proof of posting also upload/attached (e.g., picture of the website posting with date stamp, newspaper clipping, or a photo of the document posted in a public place noted on affidavit)
- If this award included a planning activity, I/we have uploaded or attached **ALL** of the following:
 - Final Product(s)
 - Documentation of Public Hearing to accept final product(s) (e.g., copies of announcements, posting, etc.)
 - Board Resolution accepting each/all final product(s)
- CDBG Combined Closeout Package Signature



Closeout Certification

I (name of authorized representative), _____, hereby certify that all activities undertaken by the Grantee with funds provided under CDBG Award/Contract Number _____ have, to the best of my knowledge, been carried out in accordance with the award/contract agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the award/contract agreement; and that every statement and amounts set forth in **all Financial Reports** are to the best of my knowledge, true and correct.

The Grantee shall continue to comply with the State CDBG program income reporting requirements.

All costs incurred subsequent to the most recent annual audit period will be audited at the time the Grantee's next annual audit is conducted in accordance with 2 CFR 200, Subpart F. The Grantee will resolve any audit findings relating to both the program and financial aspects of the award/contract. In the event there are any costs which are disallowed by this audit or any subsequent audits which cover CDBG expenditures, and which are sustained by the Department of Housing and Community Development, the amount of such costs shall be returned to HCD.



Acquired Property Inventory

Complete the table below listing any property acquired in whole or in part with CDBG funds or CDBG Program Income in the table below in accordance with the provisions of 24 CFR Part 570.489(k) – Accountability of Real and Personal Property and 24 CFR Part 570.489(e) – Program Income of the HUD CDBG regulations pertaining to property management and program income. If applicable, state “None” acquired. Include additional copies of the table if required.

Future disposition of this property shall be carried out in accordance with CFR 24 Sec. 570.489(j) – Change of Use of Real Property for instructions.

Grantee:	Award/Contract Number:
Contract/Project Name:	

In the table below in the **Proof of Ownership** column, enter the type of proof on record, e.g., title, deed, invoice receipt. In the **% CDBG Funded** column, enter the percentage of the property funded by CDBG award dollars or by CDBG Program Income.

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location	Proof of Ownership	% CDBG Funded
								%
								%
								%
								%



Disencumbrance of Funds Acknowledgement/Request

This award/contract has unused CDBG Grant Funds. This excludes Program Income.

Yes

No (If “No”, skip to the Completion Report Acknowledgement form)

Use the table below for Agreements from **Program Year 2017 and prior**.

Program Activity	Activity Code	Awarded Amounts	Amount to Be Disencumbered	Balance
TOTAL				

For **Program Years 2018 and later**, please enter the total amount to be disencumbered: \$ _____



Completion Report Acknowledgement

Complete one of the acknowledgments below based on the funding year for the CDBG award/contract you are closing out.

For 2017 and prior projects: I/We have **attached** a copy of the completed Completion Report for this project/program to this Combined Closeout Package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

Yes

No (Grantee will be unable to close out the project/program until report is provided.)

For 2018 and later projects (including CDBG-CV): I/We have **uploaded** a copy of the completed Completion Report to the Grants Network Portal concurrently with the submittal of this package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

Yes

No (Grantee will be unable to close out the project/program until report is provided.)

Grantee should not initiate closeout in the Grants Network Portal until they can provide a Completion Report.



Section 3 Compliance Acknowledgement

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 requirements apply to housing rehabilitation, housing construction, or other public construction projects when the total amount of housing and community development assistance for the covered project activity (not including general administration) meets or exceeds a funding threshold, generally \$200,000.

Section 3 compliance requirements should have been established at project set up. Grantees who are uncertain whether Section 3 requirements apply to their project(s) should contact their HCD Representative or Grant Administrator.

1. This project/program was funded prior to November 30, 2020 and is required to comply with the prior HUD Section 3 Rule, found at 24 CFR 135.

- Yes (Complete the Section 3 Closeout Report for Contracts Funded **Prior to** November 30, 2020 on the next page.)
- No (If “No”, answer Question 2 on this form.)

2. This project/program is required to comply with the HUD Section 3 Final Rule, effective on November 30, 2020, and codified at 24 CFR part 75.

- Yes (Complete the Section 3 Closeout Report for Contracts Funded **on or After** November 30, 2020.)
- No

If you answer “No” to both questions above, skip to the Affidavit of Posting Notice form.



Section 3 Closeout Report

(For Contracts Funded **Prior to November 30, 2020**)

Grantee Name:
Award/Contract Number:
Project Name:
Project Location (Address):
County or Metropolitan Service Area (MSA) Where Project is Located:
Report Date:

Please complete the tables below showing Section 3 hires for Grantee and any subrecipients and contracting opportunities for this project/program. Copy this page and attach to report if you need additional rows.

Job Category	Number of New Hires	Number of Section 3 New Hires	Number of Section 3 Trainees
Category Totals:			



CDBG – Section 3 Closeout Report (Prior to 11/30/2020)

Construction Contracts		
1	Total dollar amount of construction contracts awarded	
2	Dollar amount of construction contracts awarded to Section 3 businesses	
3	Percentage of total construction contract dollars awarded to Section 3 business (Row 2 divided by Row 1)	
4	Number of Section 3 businesses that received construction contracts	
Non-Construction Contracts		
1	Total dollar amount of non-construction contracts awarded	
2	Dollar amount of non-construction contracts awarded to Section 3 businesses	
3	Percentage of total non-construction contract dollars awarded to Section 3 businesses (Row 2 divided by Row 1)	
4	Number of Section 3 businesses that received non-construction contracts	

***Non-construction** contracts are often construction-related contracts for professional services like landscaping, pest control, accounting, architecture, legal services, engineering etc.



Section 3 Closeout Report

(For Contracts Funded **On or After** November 30, 2020)

Grantee Name:
Award/Contract Number:
Project Name:
Project Location (Address):
County or Metropolitan Service Area (MSA) Where Project is Located:
Report Date:

Please complete the table below showing labor hours on this contract and percentages as of the date of this report. Remember, if you have multiple projects under this contract, this report should show combined (roll-up) hours for the entire contract (program) as well as percentages based on these totals. Individual project information should be maintained in Grantee records.

For reference the Section 3 “safe harbor” benchmarks are:

- Section 3 Workers make up at least 25% of the total project’s hours
- AND**
- Targeted Section 3 Workers make up at least 5% of the total project’s hours by the time of project closeout.

	Hours	Percent of Total Labor Hours	Safe Harbor Benchmark Met? (Y/N)
Total Labor Hours to Date:			
Total Section 3 Labor Hours to Date:			
Targeted Section 3 Labor Hours to Date:			



Section 3 Qualitative Efforts Description

This form is only required for Grantees whose project was **funded on or after** November 30, 2020 **and** whose labor hour benchmarks for Section 3 Workers (25% of a total project's hours) **AND** Targeted Section 3 Workers (5% of a total project's hours) are not anticipated to be met by the time of project closeout. Grantees should maintain records for HUD review to document any efforts checked.

Award/Contract Number:

Contractor/Grantee:

Please read the following list of qualitative efforts that may be undertaken to comply with Section 3 and **check ALL that applied to your organization during the course of this CDBG project.** Note that these actions are associated with your organization and do not need to be associated with the particular CDBG project. For more information consult the Community Planning and Development (CPD) Notice at <https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-09cpdn.pdf>.

- Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- Outreach efforts to generate job applicants who are Other Funding Targeted Workers
- Direct, on-the-job training including apprenticeships
- Indirect training such as arranging for contracting for, or paying tuition for, off-site training
- Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Outreach efforts to identify and secure bids from Section 3 business concerns
- Technical assistance to help Section 3 business concerns understand and bid on contracts



CDBG- – Section 3 Qualitative Efforts

- Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns
- Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services
- Held one or more job fairs
- Provided or connected residents with supportive services that can provide direct services or referrals
- Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview coaching, uniforms, test fees, and/or transportation
- Assisted residents with finding childcare
- Assisted residents to apply for or attend community college or a four-year educational institution
- Assisted residents to apply for or attend vocational/technical training
- Assisted residents to obtain financial literacy training and/or coaching
- Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- Provided or connected residents with training on computer use or online technologies
- Other (Please describe below.)



Affidavit of Posting Notice

I, (Name of Official Designated in Resolution) _____, hereby certify that on the _____ day of _____ (month), _____ (year), I did post the notice of public hearing concerning discussion of closure and remittal of remaining funds, if any, under the California Department of Housing and Community Development, Community Development Block Grant Program at the following _____ (number) locations listed below, which are available to the public. These postings will be available from _____ (date) to _____ (date).

Location 1:	
Location 2:	
Location 3:	
Location 4:	
Location 5:	

I, (name) _____, Clerk of _____ (city, county, or jurisdiction name), State of California, hereby certify the above and foregoing is true and correct.

Dated at _____ (location), California, this _____ (date) day of _____ (month), 20____.

Signature of Clerk

(This may not be the same person as the official designated in the Resolution who is certifying the posting)

Title



CDBG – Combined Closeout Package Signature

CDBG Combined Closeout Package Signature

I, the undersigned, hereby certify that all representations made and/or information provided in this combined closeout package and any referenced uploads or attachments is, to the best of my knowledge, true. I further state that my signature below will serve as signature for each of the completed forms in this package as well as for the CDBG Combined Closeout Package taken as a whole.

Date:	Typed Name and Title of Official Authorized in the Resolution:	Signature of Official Authorized in the Resolution
	Name: Title	

Completion Report

Instructions: The Completion Report must be submitted as part of the CDBG Combined Closeout Package.

Select the appropriate National Objective and Matrix Code from the dropdown menus below. Once selected, click the checkbox identified in the instructions in red text. Enter data in the relevant fields in the Activity Accomplishments Tab of the spreadsheet. This data should be an aggregate of all accomplishments realized through the activity. This data may be gathered from the activity's Annual Performance Report (APR) Form.

If the activity resulted in relocation or displacement, complete the Relocation and Displacement tab of the spreadsheet.

Activity Title:	ED- Direct Financial Assistance to For-Profits		
Program Year:	2018-2019	Funding Source:	CDBG
Award/Contract #:	17-CDBG-12031	Completion Date:	11/28/2023

Grantee Information

Grantee Name:	City of Willows		
Grantee Address:	201 N. Lassen St.		
	(Number and Street)		
	Willows	CA	95988
	(City)	(State)	(Zip)

Activity Information

National Objective:	LMJ - Low/mod job creation and retention
Matrix Code:	18A - Economic Development: Direct Financial Assistance to For-Profit Business

- | | | | | | |
|--------------------------------|---------------------------------|---------------------------------|---|------------------------------------|---|
| <input type="checkbox"/> LMA 1 | <input type="checkbox"/> LMC 1 | <input type="checkbox"/> LMH 1 | <input type="checkbox"/> LMJ 1 | <input type="checkbox"/> SB_URG 1 | <input type="checkbox"/> Matrix Code 5 |
| <input type="checkbox"/> LMA 2 | <input type="checkbox"/> LMC 2 | <input type="checkbox"/> LMH 2 | <input checked="" type="checkbox"/> LMJ 2 | <input type="checkbox"/> SB_URG 2 | <input type="checkbox"/> Matrix Code 15 |
| | <input type="checkbox"/> LMC 3 | <input type="checkbox"/> LMH 3 | <input type="checkbox"/> LMJ 3 | <input type="checkbox"/> SB_URG 3 | |
| <input type="checkbox"/> LMA 4 | <input type="checkbox"/> LMC 4 | <input type="checkbox"/> LMH 4 | <input type="checkbox"/> LMJ 4 | <input type="checkbox"/> SB_URG 4 | |
| <input type="checkbox"/> LMA 5 | <input type="checkbox"/> LMC 5 | <input type="checkbox"/> LMH 5 | | <input type="checkbox"/> SB_URG 5 | |
| <input type="checkbox"/> LMA 6 | <input type="checkbox"/> LMC 6 | <input type="checkbox"/> LMH 6 | | <input type="checkbox"/> SB_URG 6 | |
| <input type="checkbox"/> LMA 7 | <input type="checkbox"/> LMC 7 | <input type="checkbox"/> LMH 7 | | <input type="checkbox"/> SB_URG 7 | |
| | <input type="checkbox"/> LMC 8 | <input type="checkbox"/> LMH 8 | | <input type="checkbox"/> SB_URG 8 | |
| | <input type="checkbox"/> LMC 9 | <input type="checkbox"/> LMH 9 | | <input type="checkbox"/> SB_URG 9 | |
| | <input type="checkbox"/> LMC 10 | <input type="checkbox"/> LMH 10 | | <input type="checkbox"/> SB_URG 10 | |
| | <input type="checkbox"/> LMC 11 | <input type="checkbox"/> LMH 11 | | <input type="checkbox"/> SB_URG 11 | |
| | <input type="checkbox"/> LMC 12 | | | | |

Name:		Title:	
Date:			

Accomplishment Narrative

17-CDBG-12031 Over the Counter project exceeded the program public benefit requirement by retaining 91 Full Time Employees. The CDBG program national objective has been met, as over 51% of the jobs are filled by low/mod income persons. Specifically, of the 91 employees interviewed, 5 are from very low income, 10 are from low income, and 47 are from moderate income households. This results in 62 employees total meeting the Low/Mod threshold.

Accomplishment Information

Performance Measurement Type(s):

Jobs:

91

Race/Ethnicity	Hispanic	
	Race	/Latino
White	37	38
Black / African American		
Asian		
American Indian / Alaskan Native		
Native Hawaiian / Other Pacific Islander	3	
American Indian / Alaskan Native & White		
Asian & White	11	
Black / African American & White		
American Indian / Alaskan Native & Black / African American	1	
Other Multi-Racial	1	
Total:	53	38

Income Information	
Extremely Low (0-30% AMI)	5
Low (31-50% AMI)	10
Moderate (51-80% AMI)	47
Total:	62

		Total Job Count	
		Full Time	Full Time Low/Mod
Actually Created:	0	Actually Created:	0
Actually Retained:	91	Actually Retained:	62

Accomplishment Narrative

Total Weekly Hours

Note: Enter total number of weekly hours, not number of jobs.

	Part Time		Part Time Low/Mod
Actually Created:	0	Actually Created:	0
Actually Retained:	0	Actually Retained:	0

	Percent Low/Mod Jobs
Actually Created:	0.00%
Actually Retained:	68.13%

Job Performance Measures

Actual FTE Jobs Created:	0	Actual FTE Jobs Retained:	91
---------------------------------	---	----------------------------------	----

Created

	Total
Of Jobs Created, Number of Jobs With Employer Sponsored Health Care Benefits:	0
Of Jobs Created, Number of Persons Unemployed Prior to Taking Jobs Created Under This Activity:	0

Retained

	Total
Of Jobs Retained, Number of Jobs With Employer Sponsored Health Care Benefits:	91

Types of Jobs Created/Retained

Job Category	Jobs Created	Jobs Retained
Officials and Managers		
Professional		
Technicians		
Sales		
Office and Clerical		
Craft Workers (Skilled)		
Operatives (Semi-Skilled)		91
Laborers (Unskilled)		
Service Workers		

Assistance to Businesses

New Businesses Assisted:

Existing Businesses Assisted: Number Expanding Number Relocating

Total:

Number of Business Facades/Building Rehabilitated:
 Number of Businesses Assisted that Provide Goods or Services to Meet the Needs of a Service Area:

Accomplishment Narrative

Specify UEI# for Each Business Assisted:

UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	

Relocation and Displacement

One-for-One Replacement

Unit Type	Address	Number of Bedrooms						Agreement Executed (mm/dd/yy)	Available (mm/dd/yy)
		0/1	2	3	4	5+	Total		
Demolished/ Converted	N/A								
Replacement	N/A								

Description:

CDBG Displacement

City* OR Census Tract*

Race	Displaced		Remained In		Relocated To	
	Total	Hispanic/Latino	Total	Hispanic/Latino	Total	Hispanic/Latino
White						
Black/African American						
Asian						
American Indian/ Alaskan Native						
Native Hawaiian/ Other Pacific Islander						
American Indian/ Alaskan Native & White						
Asian & White						
Black/ African American & White						
American Indian/ Alaskan Native & Black/ African American						
Other/ Multi-Racial						

**If multiple Census Tracts or Cities, duplicate this tab and complete table for each City/ Census Tract in which displacement occurred.*

**Notice of Public Hearing
City of Willows**

Notice is hereby given that the Willows City Council will hold a public hearing on Tuesday November 28, 2023, at 6:00 p.m., or soon thereafter in the Council Chambers of the Civic Center, 201 N. Lassen Street, Willows, CA. The purpose of the public hearing is to update residents on the progress of the Community Development Block Grant 17-CDBG-12031 (CDBG) provided by the California Housing and Community Development Authority and accept the closeout report for activities completed.

Information regarding project progress/status of completion, balance of funds available/funds to disencumbered, results to date, such as number of beneficiaries assisted and records on past CDBG funds is available at 201 N. Lassen Street, Willows, CA 95988 between the hours of 8:00 a.m. to 5:00 p.m. M-F.

All persons interested in the status of funding, or the progress of the project are welcome to attend this meeting. Written comments can be directed to the City of Willows, at 201 N. Lassen Street, Willows, CA or you may contact Amos Hoover at 530-934-7041 and ahoover@cityofwillows.org no later than 5:00 p.m. on November 23, 2023 to ensure placement in the official record of the hearing.

The City of Willows does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identify, age, religion or disability. If you require specific accommodations to participate in the public hearing, please contact Amos Hoover at least 5 days prior to the scheduled hearing.



DISCUSSION & ACTION CALENDAR



Date: November 28, 2023
To: Honorable Mayor and Councilmembers
From: Amos Hoover, City Clerk
Marti Brown, City Manager
Subject: Lease of City Owned Property for Agricultural Purposes

Recommendation:

Open bids to lease City Owned Property in South Willows (near the wastewater treatment plant) and award bid to highest responsible bidder.

Rationale for Recommendation:

The current contract for the lease of this property ends November 30, 2023. The City historically solicits open bids at the end of every lease term.

Background:

On November 1, 2023, the City solicited bids to lease the property associated with Assessor Parcel Numbers 17-170-050 and 17-170-005 in South Willows near the Wastewater Treatment Plant.

Discussion & Analysis:

In response to the solicitation, the city received four sealed bids. Awarding the lease to the highest responsible bidder will continue a consistent revenue stream the city has benefitted from for more than a decade.

Fiscal Impact:

In fiscal year 2022-23, the City of Willows received \$26,145 for its land lease agreement. These lease fees contribute directly to the General Fund and will benefit the City as it continues to seek increased revenue to balance the budget.

Attachment:

- Attachment 1: Most Recent Land Lease Agreement

LEASE

THIS LEASE is executed in duplicate at Willows, California, on December 1, 2018 between the CITY OF WILLOWS, a municipal corporation, hereinafter referred to as "Lessor," and Roy ~~Hozapfel~~, hereinafter referred to as "Lessee." Holzapfel

W I T N E S S E T H

DESCRIPTION OF PREMISES: 58.1 acres located in the southwest quarter of Section 15, Township 19 North, Range 3 West, M.D.B&M., located in the County of Glenn, State of California, being the area designated in red on the attached aerial photograph of the property, marked Exhibit "A" hereto, and incorporated herein by reference. Use by the Lessee of any connected or adjacent property, real or personal, owned by the Lessor is prohibited without expressed written consent of the Lessor.

TERM: The term of this lease shall commence December 1, 2018 and terminate on November 30, 2023. The term for this lease is hereinabove called the "Lease Term."

RENT: Lessee agrees to and shall pay to Lessor, at 201 North Lassen Street, Willows, California, or at such other place or places as Lessor shall from time to time in writing designate, as rent for the leased premises, the annual sum of \$26,145.00 for the first year. Subsequent years' rent shall be adjusted in accordance with the Bureau of Labor Statistics, Consumer Price Index, West Urban, Size B/C Cities (February to February adjustment). Lease payments are payable in equal semi-annual installments, in advance on the 1st day of the months of April and September during each year of the term of this lease, commencing on April 1, 2019.

LEASE: The lease period is for five years; however, the Lessee and Lessor, each, shall have the option to terminate the lease with written notice by September 30 of each year.

USE: The premises are leased exclusively to the Lessee for the planting, growing and harvesting of agricultural crops. Lessee shall not use or permit to be used, any part of the premises for any purpose other than purposes for which the premises are leased, nor shall the Lessee purvey water to be made available by Glenn Colusa Irrigation District or any alternative water source. Lessee is further responsible to determine that vendors purveying goods and services to the lessee pertaining to said leased land abide by all laws, including, but not limited to Sections 5.05.010 to 5.05.390 of the Willows Code of Ordinances.

WATER: Lessor and Lessee acknowledge that the premises are within the Glenn-Colusa Irrigation District

and that water for the irrigation of the crops to be grown on the property is available only from the Glenn-Colusa Irrigation District. Lessee accepts the risk as to the availability of water from the Glenn-Colusa Irrigation District and acknowledges that there will be no reduction of the rent during the term hereof by reason of unavailability or reduction in irrigation water.

Lessee shall pay all district taxes and assessments levied against the premises. All water tolls and charges shall be paid by Lessee. All costs and expenses arising from the operation, maintenance and repairs necessary to diversion structures, canals, laterals, drains or other water works related to the irrigation water system on the premises shall be paid by Lessee.

LEASE SUBJECT TO EXISTING AND FUTURE RIGHTS OF OTHERS: This lease is subject to (a) all existing easements, servitudes, licenses, and rights-of-way for canals, ditches, levees, roads, highways, and telegraph, telephone, and electric power lines, railroads, pipelines, and other purposes, whether recorded or not; (b) the rights of other lessees under any existing or future oil, gas, and mineral lease or leases from Lessor affecting the entire or any portion of the premises, whether recorded or not.

ENTRY BY OWNER: Lessee shall permit Lessor, and Lessor's agents and assigns, at all reasonable times, to enter the leased premises, and to use the roads established on the premises now or in the future, for the purposes of inspection, in compliance with the terms of this lease, exercise of all rights under this lease, posting notices, and all other lawful purposes.

Lessee shall supply Lessor, and his agents and assigns, with keys and other instruments necessary to affect entry on the premises.

Lessee shall make and keep pertinent records of all operations and conduct under this lease and shall make them available to Lessor and Lessor's agents and assigns at all reasonable times for inspection.

TERMINATION OF LEASE/SURRENDER OF LEASED PROPERTY: Should the Lessee or Lessor terminate this lease prior to expiration submit a bid for a subsequent lease, or be unsuccessful for same, Lessee shall make the premises available to the new lessee not later than two weeks after completion of harvest. Notification of harvest completion shall be given to Lessor in writing.

CONDITION OF PREMISES: By entry under this lease Lessee accepts the premises in their present condition; and Lessee agrees, on the last day of the term or on sooner termination of this lease, to surrender the premises and the appurtenances to Lessor in the same condition as when received, reasonable use, wear, and damage by fire, act of God, or the elements excepted and to remove all of Lessee's property from the premises.

Prior to conclusion of this lease agreement, the lessee shall be responsible for leaving the leased property available and usable for the next growing season. This specifically requires the lessee to remove the crop stubble from the previous harvest by an approved agricultural process to include stomping and flooding, plowing, cutting and bailing, and burning when specifically permitted. The property is on a one-in-four burn rotation schedule and will not be available for burn until the 2016 crop year. This availability is subject to change without notification by the Lessor.

WASTE: Lessee shall not commit, or permit others to commit, on the premises, waste, or a nuisance, or any other act that could disturb the quiet enjoyment of Lessor or any other tenant of Lessor on reserved or adjacent property.

OIL, GAS, AND MINERAL RIGHTS: All rights in all minerals, oil, gas, and other hydrocarbons located on or under the leased premises are particularly reserved to Lessor and are particularly excepted from the property covered by the terms of this lease. Lessee expressly grants to Lessor, and to Lessees of these oil, gas, and mineral rights, and to Lessor's agents and licensees, a right of entry and a right-of-way for ingress and egress in and to, over and on, the leased premises during the term of this lease for the exploration, drilling, and mining of minerals, oil, gas, and other hydrocarbons on the leased premises; provided that Lessor shall reimburse Lessee for any reasonable damages that Lessee sustains as a result of any interference with the agricultural operations conducted on the leased premises under the terms of this lease arising from exploration, drilling, or mining operations.

HUNTING RIGHTS: All hunting rights and privileges on the leased premises are particularly reserved to Lessor.

MAINTENANCE: Lessee shall care for both the leased premises and the approaches to and appurtenances of the leased premises, including, but not limited to, all fences, corrals, wells, ditches, and roadways, and maintain them in the same order and condition in which received, ordinary wear and tear excepted.

INDEMNITY AGREEMENT: Lessee shall indemnify and hold Lessor and the property of Lessor free and harmless from any and all liability, claim, loss, damages, or expenses resulting from Lessee's occupation and use of said premises. Specifically including, but not limited to, any liability, claim, loss, damage, or expense rising by reason of (a) the death or injury of any person from any cause; (b) straying of livestock from the leased premises; or (c) flooding of county roads or neighboring lands because of improper or inadequate drainage or escaping irrigation waters.

INSURANCE: Lessee shall provide to the City a certificate of insurance duly executed by the Lessee's liability insurance carrier which names the City of Willows as an additional insured against loss or liability caused by or connected with the Lessee's occupation and use of said premises under this lease in the amounts not less than:

(a) \$1,000,000.00 for injury to or death of one person and, subject to such limitation for the injury or death of one person, of not less than \$2,000,000.00 for injury to or death of two or more persons as result of any one accident or incident; and

(b) \$100,000.00 for damage to or destruction of any property of others. Lessee shall keep fully insured at his own expense all persons employed by him in connection with this agreement as required under California Worker's Compensation Laws and shall hold the City free and harmless from all liabilities that may arise by reason of the injuries to any of the employees of the Lessee who are injured while performing work or labor on or about the premises.

REMEDIES OF OWNER ON DEFAULT: If Lessee breaches this lease, Lessor shall have, in addition to other rights or remedies, the right of reentry, after having given fifteen (15) days' notice, and the right to take possession of all crops, harvested or unharvested, and to remove all persons and property from the premises; Lessor may store the property, including crops and all other property, removed in a public warehouse or elsewhere at Lessee's expense and for his account. Lessor, at his election, shall become the owner of all crops of which he has so taken possession.

If Lessor elects to reenter, as provided above, or to take possession under legal proceedings or under any notice provided for by law, Lessor may (1) terminate this lease or (2) from time to time, without terminating this lease, relet the entire or any part of the premises for such terms (which may extend beyond the term of this lease) and at such rentals and other conditions as Lessor in Lessor's sole discretion deems advisable. Lessor also has the right to make alterations and repairs to the premises.

On each reletting, either Subparagraph (a) or (b) shall apply:

(a) Lessee shall be immediately liable for payment to Lessor of (1) Lessor's expenses of reletting and making alterations and repairs, (2) the amount by which the rent specified in this lease for the period of the reletting (up to but not beyond the term of this lease) exceeds the amount agreed to by the new Lessee to be paid as rent for the leased premises, and (3) all other indebtedness due under the lease; or,

(b) At Lessor's option rents received by Lessor from reletting shall be applied: First, to the payment of any

indebtedness, except rent, due under this lease from Lessee to Lessor; second, to the payment of expenses of reletting and of alterations and repairs; third, to the payment of rent due under the lease and unpaid, with the residue, if any, being held by Lessor and applied in payment of future rent as it becomes due and payable under the lease.

If Lessee has been credited with rent to be received by reletting under the option in Subparagraph (a) above and the rent shall not be promptly paid to Lessor by the new tenant; or if the rentals received from reletting under the option in Subparagraph (b) above during any month are less than to be paid during that month by Lessee under the lease, Lessee shall pay the deficiency to Lessor. This deficiency shall be calculated and paid monthly.

No reentry or taking possession of the premises by Lessor shall be construed as an election by Lessor to terminate this lease unless written notice of such an intention is given to Lessee or the lease is declared to be terminated by a court of competent jurisdiction. Even though the reletting was without termination by Lessor, Lessor may at any future time elect to terminate the lease for the previous breach by Lessee. If Lessor terminates the lease for a breach, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor incurs by reason of the breach, including both the cost of recovering the premises and the worth, at the time of termination, of the excess of the amount of rent and charges equivalent to rent specified in this lease, for the remainder of the stated term, over the then reasonable rental value of the premises for the remainder of the term. All of these amounts shall be immediately due from Lessee to Lessor.

All of these rights shall be concurrent and cumulative and are in addition to, and not in derogation of, all other rights and remedies available to Lessor.

Nothing contained in this lease, and no security or guarantee of the Lessee that Lessor holds now or in the future under the lease, shall in any way constitute a bar or defense to an action by Lessor in unlawful detainer or for recovery of the premises.

ASSIGNMENT OR SUBLETTING: Lessee shall not assign this lease or any rights under it, and shall not sublet the entire or any part of the premises, or any right or privilege appurtenant to the premises, or permit any other person (the agents and servants of Lessee excepted) to occupy or use the entire or any portion of the premises, without first obtaining Lessor's written consent; provided that Lessor shall not unreasonably withhold consent to assignment, sublease, or other transfer of use or possession of the premises. A consent to one assignment, subletting, occupation, or use by another person is not a consent to a future assignment, subletting, occupation, or use by another person. An assignment or a subletting without Lessor's consent shall be void, and shall, at Lessor's option, terminate this lease. No interest of Lessee in this

lease shall be assignable by operation of law without Lessor's written consent.

NOTICE OF POSSESSORY INTEREST: The possessory interest created by this lease may be subject to property taxes and the lessee may be subject to the payment of such property taxes. If any property taxes are assessed against the lessee's interest in this lease, lessee shall be solely responsible for payment thereof.

ATTORNEY'S FEES: In any action or proceeding by either party to enforce this lease or any provision thereof, the prevailing party shall be entitled to all costs incurred and to reasonable attorney's fees.

NOTICES: Any notice to be given to either party by the other shall be in writing and shall be served either personally or by certified, return receipt requested, mail addressed as follows:

Lessor: CITY OF WILLOWS
201 North Lassen Street Willows, California 95988

Lessee: Roy ~~Hozapfel~~ Holzapfel
PO Box 342
Willows, CA 95988

LEGAL EFFECT: All covenants of Lessee contained in this lease are expressly made conditions.

WAIVER: The waiver by Lessor of a breach of any term, covenant, or condition contained in this lease shall not be treated as a waiver of such terms, covenants, or conditions, or as a waiver of a future breach of the same or any other term, covenant, or condition contained in this lease. The acceptance of rent by Lessor shall not be treated as a waiver of a previous breach by Lessee of any term, covenant, or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of a previous breach at the time of acceptance of rent.

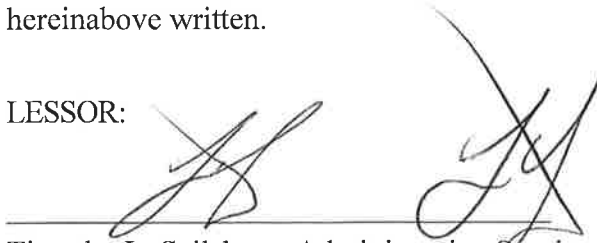
POSSESSORY INTEREST TAXES: Lessee recognizes and understands that this lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest.

BINDING ON SUCCESSORS: The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors,

administrations, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

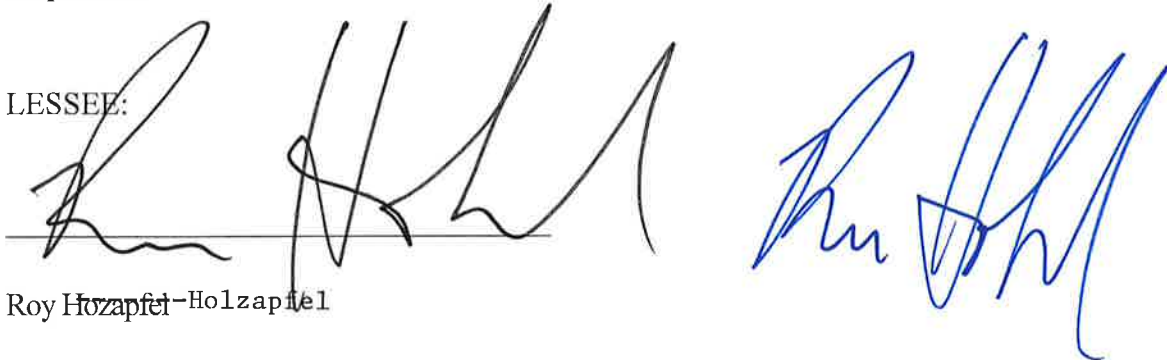
IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first hereinabove written.

LESSOR:



Timothy L. Sailsbery, Administrative Services Director for CITY OF WILLOWS, a municipal corporation

LESSEE:



Roy Hozapfel-Holzapfel

The City of Willows is an Equal Opportunity Provider

ACKNOWLEDGMENT

Effective January 1, 2008

STATE OF CALIFORNIA)

COUNTY OF GLENN)ss

On December 4, 2018, before me, TARA RUSTENHOVEN, City Clerk for the City of Willows, personally appeared ROY HOLZAPFEL who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Tara Rustenhoven, City Clerk, City of Willows, CA

SEAL

SEAL



ACKNOWLEDGMENT

Effective January 1, 2008

STATE OF CALIFORNIA)

COUNTY OF GLENN)ss

On December 18, 2018, before me, TARA RUSTENHOVEN, City Clerk for the City of Willows, personally appeared TIM SAILSBERY who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Tara Rustenhoven, City Clerk, City of Willows, CA

SEAL

SEAL





Date: November 28, 2023
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Subject: UPDATED: Future Short- and Long-Term Options for Law Enforcement Services

Recommendation:

Receive staff presentation, discuss a plan of action as it relates to law enforcement services after December 31, 2023, provide direction to staff, and/or take action on any of the items presented.

Rationale for Recommendation:

While the Council approved a short-term law enforcement agreement with the Glenn County Sheriff's Office from July 1 to December 31, 2023, the City of Willows needs a short-, mid- and long-term implementation plan for continued law enforcement services. This agenda item is intended to further Council discussion on this topic and receive Council policy direction.

Background:

In 2017, the City of Willows dissolved its Police Department and entered into a five-year law enforcement agreement ('Agreement') with the Glenn County Sheriff's Office. Included in the Agreement was a roll-over provision that allowed the Agreement to be continued for another five years with a standard 3% Consumer Price Index (CPI) increase in the Agreement costs. If either party wished to end the Agreement, a 270-day notice was required in year four (or earlier) of the Agreement.

In the spring of 2022 (the five-year Agreement was scheduled to expire June 30, 2022), the City Manager contacted the County Administrator and the prior Sheriff to negotiate the terms of the roll-over provision and Agreement. The City and County had nearly brokered a new Agreement that included an increase in costs for Animal Care Services (a provision absent from the prior five-year Agreement), and an overall 3% CPI increase in the Agreement.

Before the roll-over Agreement could be executed and after the June 2022 election, the County Administrator advised the City Manager that the new Sheriff-Elect preferred to "manage the next agreement, once he takes office." Therefore, the County requested to execute a one-year amendment to the Agreement until the new Sheriff-Elect was sworn into office and would start managing the existing Agreement, as well as any future Agreements.

In January 2023, the City Council approved the one-year amendment to the Agreement that expired on June 30, 2023. In April of 2023, the Board of Supervisors also approved the one-year Amendment.

In February and March of 2023, the City Manager contacted the Sheriff's Office to schedule a meeting to discuss a future law enforcement Agreement that would presumably start July 1, 2023. The City was unable to schedule a meeting with the Sheriff's Office. In late May of 2023, the City Attorney contacted County Counsel to discuss the future law enforcement Agreement as there was only five weeks remaining until the one-year amended Agreement would expire. After contact with County Counsel, the City was able to schedule its first meeting with the Sheriff's Office during the first week of June 2023. It was at this meeting that the City learned of the Glenn County Sheriff's Office intent to increase the cost of the Agreement by nearly \$1 million starting July 1, 2023 (in three weeks).

With the City already facing a nearly \$.5 million structural deficit, there were very few changes and/or additions to the City's Fiscal Year 2023-24 budget. By the time the City met for the first time with the Sheriff's Office in early June of 2023, the budget was already complete and ready for Council approval.

On June 30, 2023, the City received the first of two 30-day notices (for July and August) announcing "limited law enforcement services" from the Sheriff's Office and that law enforcement services would end at the end of the 30 days (e.g., July 31, August 31). Verbally, the City was told that the 30-day notices would continue to be issued until there was a new Agreement in place.

On September 25, 2023, the City received a 14-day notice announcing that law enforcement services would cease at 11:59 pm on October 16 unless an agreement for compensation could be achieved before then. The notification further stated that the Sheriff's Office would only respond to "felonies in progress" starting October 17 at midnight. As a result, and after an emergency closed session on October 16, the City Council agreed to execute a temporary law enforcement services agreement with the Sheriff's Office through December 31 and pay the County half of the fiscal year's costs in the proposal received from the Glenn County Sheriff's Office. Consequently, the Board of Supervisors considered and approved the temporary law enforcement agreement on November 7, 2023, and, at the November 14 meeting, the City Council will consider the same temporary agreement that is scheduled to expire on December 31, 2023.

Discussion & Analysis:

Rebuilding the City's Police Department – Next Steps:

As Attachment 1 and 2 illustrate, the next steps to rebuilding the City's Police Department (PD) are many and interconnected. Staff recommends conducting an analysis of all of the costs and phases required to rebuild the City's PD so that an accurate budget can be developed. From there, the City can review its current budget and other financial resources to rebuild the PD and determine whether it is cost effective and financially attainable.

Attachment 1 attempts to illustrate a high-level, '100-foot view' approach to planning and figuring out the financial and logistical feasibility of rebuilding the Willows PD. Essentially, what will it take and what are the sequential next steps for doing so (e.g., analysis, revenue, financing, operations). To further this discussion and highlight the "tip of the iceberg" of this Herculean effort, Attachment 2 emphasizes a few of the operational considerations that will be needed to re-establish the City's PD.

Once a Plan to rebuild the City's Police Department has been developed, the City would hire a permanent or Interim Police Chief to implement the plan and vision for a new Willows Police Department. To that end, Attachment 3 includes a Police Chief Job Classification to be considered and approved by the Council at the November 14 Council meeting or a later meeting. In addition, should the Council wish to approve the job classification, staff recommends a 9-step salary schedule (same as the rest of management) with a top step of \$130K.

Potential Short-/Mid-Term Solutions (until a new PD is established):

- Negotiate a new Agreement with the Glenn County Sheriff's Office for continued law enforcement services based on terms yet to be agreed to for the foreseeable future and by December 31, 2023.
- Consider hiring a non-sworn consultant to manage a team of Community Service Officers (CSOs) to take over non-emergency and administrative duties and potentially negotiate an Agreement with the Sheriff's Office that only requires responding to 9-1-1 calls and other duties that require a sworn officer (to be determined).
- Consider hiring a sworn Police Chief or Interim Police Chief to manage a team of private security officers to respond to non-emergency calls and potentially negotiate an Agreement with the Sheriff's Office that only requires responding to 9-1-1 calls and other duties that require a sworn officer (to be determined).

Should the Council wish to continue this agenda item to the November 28 City Council meeting for further discussion, staff recommends that the Council provide direction for any further analysis and/or additional information to add to an amended staff report (keeping in mind, there is a four day weekend between now and the November 28 Council meeting).

UPDATE: Based on Council Feedback/Questions (at the November 14 City Council Meeting)

At the November 14, 2023, City Council meeting (and thereafter), additional questions and comments were received from the City Council. Wherever possible, staff provided additional information and recommendations below.

Questions:

- Question: What will be the startup costs to rebuild the Police Department? The estimate should include all costs for personnel, equipment, vehicles, etc...and a new building to house staff.

Response: Staff estimates the cost will be approximately \$12-15 million. There are too many variables at this point to provide a definitive answer (e.g., will there be tenant improvements to the Civic Center to accommodate a new PD? Will a new building be constructed?). Other considerations include fully outfitted vehicles, types of weapons, IT (e.g., hardware, software, cybersecurity), uniforms, personnel (e.g., laterals, entry-level, CalPERS 'Classic', PEPR). A final budget would be developed as the City moves forward with the research and analysis of the

costs to develop a new police department.

- Question: Would the Police Chief also become the Emergency Services Officer?

Response: Typically, it's automatically the City Manager unless that responsibility is delegated to someone else (e.g., Police Chief). Also, it may be stated in the Municipal Code. In addition, smaller communities (like Willows) typically rely heavily on the County's Office of Emergency Services (OES). There may already be an agreement in place with Glenn County for services from OES.

- Question: Why was the Willows Police Department closed in 2017?

Response: Staff's understanding is that both the County and the City were experiencing high rates of attrition with difficulty hiring new Deputies and Officers. It was logical to combine forces and, hopefully, improve the hiring success rate. Attachment 4 may provide more information as to why the City decided to contract with the Glenn County Sheriff's Office for law enforcement services.

Comments:

- Comment: Whomever the City hires to develop and "implement the plan" should be the same person. That person needs to take ownership of the plan. Whether the plan fails or succeeds, that person would be responsible for the outcome.

Response: From the experience in Lathrop and other communities, staff recommends developing a core transition team, including the new Police Chief. There is a wide variety of expertise that is required to build a Police Department (PD) from scratch, and it is unlikely that a good Police Chief will have all the skills and experience to build a brand-new PD. In addition, there will most certainly be challenges along the way. It may be better to allow any conflict and/or unforeseen pitfalls to land on someone else on the transition team rather than subject the new chief to it and expect him/her to successfully launch the new PD in a positive light and with high employee morale.

- Comment: The Police Chief and the officers should be required to live within the city limits.

Response: Staff can research this possibility further; however, it's likely that State Law prohibits this requirement (as it does for City Manager appointments). Furthermore, the current hiring climate for law enforcement is very difficult. Any barriers to hiring officers should be avoided given the already difficult recruiting environment. These days, it is an "officer's market" there is a huge vacuum of qualified officers. The hiring process and requirements should be designed (e.g., hours, shifts, incentives) to attract as many qualified candidates as possible.

- Comment: Consider financing the ongoing operations by a parcel or special-use fee specifically set-aside for "law enforcement," like the way the Sewer Fund was intended. It would need to follow the Prop 218 process (e.g., two-third vote) and expenditure restrictions. The voters may

be more amenable to a Special Tax that provides the taxpayer with the added control over expenditures and restrictions on use. The initial fee could have a built-in schedule for annual increases.

Response: Sales tax is paid for by both residents and non-residents. A parcel tax is only paid by property owners. A Special Tax requires a two-third vote – a higher voting threshold to approve. While it may be worth considering in the future, staff would offer that its part of a larger strategy to be reviewed and considered after the March 2024 election.

- Comment: Let’s really consider the hybrid model of police and firefighters being the same employees. This could also open the idea of buying the old church across from the present firehouse for the Police Department's location.

Response: Staff intends to continue to explore the hybrid option. It’s worth noting that officers/firefighters under this model typically have higher salaries (12-15% more) than under the traditional law enforcement model (because they are highly trained in two professional disciplines).

- Comment: All budget development and analysis need to include current and ongoing CalPERS costs. Until retirees pass away, the City's PERS costs are ongoing.

Response: The City will always have CalPERS costs unless it pays CalPERS all of its pension obligation and debt (which would cost several millions of dollars). As time passes, more employees will be CalPERS PEPRAs (which are less expensive) and fewer will be CalPERS ‘Classic’ (which are more expensive employees). Any budget analysis to build a new PD will include these considerations.

- Comment: The City needs to negotiate a fair, longer-term contract with the Sheriff’s Office while preparing to rebuild its PD.

Response: The Council’s Public Safety Ad Hoc Committee and City staff continue to meet with the Sheriff’s Office to discuss a new law enforcement services agreement starting January 1, 2024.

- Comment: The success of current and future law enforcement services relies heavily on the outcome of the upcoming sales tax measure. It’s all about funding.

Response: With Council support and approval, staff will immediately begin a public education action plan regarding the status of the City’s budget and long-term finances.

Fiscal Impact:

Regardless of the short-, mid- and/or long-term approach to rebuilding the City’s PD, additional financing will be required. As Attachment 1 identifies, financing tools may include a Lease Transaction, a Tax Anticipation Note, reissuance of the City’s Pension Obligation Bond, and/or Federal and State grants (or some combination thereof) in addition to those items already underway and listed in the ‘Revenue Generation’ column of Attachment 1. These financial tools and options should also be considered and discussed by the Council.

Attachment:

- Attachment 1: Critical Path to Develop and Fund Willows PD
- Attachment 2: Rebuilding Willows PD - Sample List of Considerations & Operational Needs
- Attachment 3: Police Chief Job Classification
- Attachment 4: Study & Analysis to Maintain Willows Police Department or Contract with Glenn County Sheriff's Office
- Attachment 5: Sheriff Contract Impacts to General Fund

Critical Path to Develop & Fund Willows PD

Analysis, Assessment, Plan & Recommendations	Revenue Generation	Financing Tools	Operations
<p>Cost of Rebuilding the Police Department – Analysis Needed*:</p> <ul style="list-style-type: none"> ▪ What will it cost? Can the City afford it ▪ If the City moves forward with rebuilding its PD, what are the steps? What is needed and in what order (e.g., vehicles, weapons, IT, infrastructure) ▪ What does the framework, next steps and path forward to rebuild the PD look like How long will it take ▪ If the City cannot afford to rebuild the PD, what other options are there 	<p>Revenue Generation Measures Underway or To Be considered:</p> <ul style="list-style-type: none"> ▪ 1 Sales Tax on Ballot Measure ▪ Update Master Fee Schedule ▪ Update/Overhaul Municipal Code ▪ Promoting and increasing opportunities for economic development (e.g., RDBG Grant, new marketing brochure, new ED videos, new ED web page on City website). ▪ Promoting and increasing opportunities for market-rate and affordable housing. ▪ Cannabis Dispensary – Additional tax to GF. ▪ Sale of City owned Assets. 	<p>Potential Short-Term Finance Tools & Addressing Cashflow:</p> <ul style="list-style-type: none"> ▪ Lease Transaction – 10-15 years. Financing Tool – Finance Authority. Lease financing b/c it is a budget appropriation. Borrowing against the value of the property. Cash in now and payback overtime. Lease multiple years (e.g., 10 to 20 years). ▪ Tax Anticipation Note (buys 1-12 months until sales tax starts coming in). ▪ POB – Reissue and restructure to kick payments down the road. Ultimately, city would pay more to CalPERS in the future. ▪ Federal and State Grants for operations, rebuilding the PD, including apparatus and equipment. 	<p>Rebuilding the PD:</p> <ul style="list-style-type: none"> ▪ Hire a consultant or Interim or Permanent Police Chief to start implementing the Plan after it is developed. ▪ Concurrently, continue to contract w/Sheriff while incrementally implementing the plan; or hire a sworn officer to manage a team of private security to address non-emergency public safety issues. ▪ Option: Explore hybrid model – officers and firefighters are one in the same (e.g., Rohnert Park, Sunnyvale) ▪ Option: Explore hybrid Model - sworn officers supplemented by private security. ▪ Cost of all these options TBD.

**Should the Analysis and Plan Development to build a new PD be completed by the same person who would implement the Plan (e.g., operations)? Or are these two different people?*

Rebuilding Willows PD
Sample List of Initial Considerations and Operational Needs
(Not Exhaustive)

- **Department of Justice (DOJ) Applications (Sworn Officers):**
 - Police Authority (sworn officer)
 - Ability to access National Crime Information Center (NCIC)
 - Ability to access California Law Enforcement Telecommunications System (CLETS) and California Sex and Arson Registry (CSAR) - major undertaking.
 - Ability to access and register offenders under Penal Code 290 (Megan's Law)
 - Ability to access Jail Information Management System (JIMS)

- **DMV Applications (Sworn Officers)**
 - CalPhoto – Potential Criminal Identification process
 - Identifying Cold Plates

- **Equipment**
 - Firearms, including pistols, shotguns and rifles (e.g., Make/Model/Caliber)
 - FIPS 140-2 compliant computers
 - Vehicles (e.g., County Lease/Ford Program)
 - Taser contract
 - Ballistic vest grant application
 - Body Worn Cameras (BWC)
 - Vehicle Cameras (if desired)
 - Radios (e.g., Mobil, Portable, and Base station)
 - Police tool belt equipment (e.g., Batons, handcuffs, etc.)

- **Agreements**
 - CLETS agreements (e.g., Management Control, Subscriber, Security, Reciprocity, TAF) – There are many more.
 - Law Enforcement Mutual Aid (LEMA)
 - Office of Emergency Services (OES)
 - MOU's (CHP, GCSO, CWS, OPD, Schools, FBI, Marshal, etc.)
 - Camera Storage (e.g., Cloud, Server)
 - Cal-Pers
 - Homeland Security
 - Fuel

- **New PD Location**
 - New Building?
 - Inside City Hall?

- Security issues to limit/track access in and out of City Hall
 - Interview Room Location?
 - Evidence Room location?
 - Vehicle Parking (e.g., take home cars, secured lot, open lot)
- **Programs**
 - Report Management System (RMS)
 - DOJ - Service, Training, Officers, Prosecutors (STOP)
 - DOJ Racial Identity and Profiling Act (RIPA)
 - Encrypted Email
 - NexTest (e.g., testing software)
- **Instructors**
 - Firearms (e.g., Rangemaster)
 - Certified Field Training Officers (FTOs)
 - Preliminary Alcohol Screening (PAS)/Electronic (EPAS) Calibrator
 - NexTest Administrator

CITY OF WILLOWS

POLICE CHIEF

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under the direction of the City Manager, the Chief of Police plans, directs and manages the activities, employees and operations of the Police Department. The Chief of Police coordinates assigned activities with other city departments and outside agencies. He/she provides administrative support to the City Manager and is part of the City's management staff. May act as Acting City Manager in his/her absence and perform other job-related work as required.

This position is designated as un-represented for Labor Relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

DISTINGUISHING CHARACTERISTICS:

This is a department head management classification responsible for the direction of discrete departmental organizational component(s) and programs/functions as determined by the City Manager and City Council. The incumbent exercises policy development and promulgation responsibilities for multiple program/functional areas. Serves as a member of the City executive team with responsibilities for establishing and overseeing programs and policies that may affect multiple departments and the City as a whole. Approves and has final responsibility for all written and other types of presentations to the City Council and other commissions, boards and policy adopting bodies. The incumbent is expected to demonstrate professional competence while working as a team member and exercise independent judgment in a number of confidential and sensitive areas. Duties and responsibilities are performed in accordance with municipal codes, ordinances, City policy, federal, and state regulating entities.

SUPERVISION RECEIVED/EXERCISED:

Receives supervision & direction from the City Manager.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Directs the activities of the Police Department, which includes planning, coordinating, administering, and evaluating programs, projects, processes, procedures, systems, standards, and/or service offerings; ensures compliance with federal, state, and local laws, regulations, codes, and/or standards.
- Supervises staff, which includes prioritizing and assigning work; conducting performance

evaluations, ensuring staff is trained; ensuring employees follow policies and procedures; maintaining a healthy and safe working environment; and, making hiring, termination, and disciplinary decisions or recommendations.

- Directs and manages the development and implantation of departmental goals, objectives, policies and priorities.
- Establishes appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; and allocates resources accordingly.
- Assesses and monitors the quality, responsiveness, efficiency and effectiveness of assigned programs, service delivery methods and procedures; and works with employees on the continuous improvement of city services.
- Responds to citizen complaints and follow up on issues to ensure responses are communicated and action is taken.
- Actively participates as a member of the City's management group.
- Prepares and recommends long-range plans for city police service programs; develops specific proposals for action on current and future city needs.
- Directs the administration of the annual budget for the department.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Required to work in a combination of office and field environments. Employee may be required to work extended hours including evenings and weekends. Required to interact with the general public with varying dispositions; may be required to utilize department or Citywide software applications to maintain records or perform various duties. The employee frequently works in outside weather conditions and can be exposed to extremely hazardous and/or dangerous conditions and materials.

Physical: Maintain required physical abilities including: vision adequate to operate vehicles and equipment, read instructions and follow directions, read maps and small print, detect subtle shades of color; hearing adequate to distinguish mechanical noises, converse on radio, telephone and in person at distances of up to 50 feet, and detect unusual sounds; voice volume and speech clarity to command during an emergency; body mobility adequate to operate emergency equipment and perform required duties; stamina to perform administrative functions and to meet physical and mental demands during an emergency; use of hands and fingers adequate for operation of special equipment and weapons, writing, typing and computer related functions; ability to lift heavy equipment, as needed in emergency conditions.

Mental: While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information, and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or skills; and interact with City staff, other organizations and the public.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Five years of increasingly responsible professional command level management experience with a public law enforcement agency with at least three of those years performing administrative and supervisory oversight at Lieutenant level or higher or any experience that would have provided the opportunity to develop the required skills, knowledge and abilities.

License/Certificate:

- Possession of a valid California Driver's License in the category necessary to perform essential duties of the position may be required as the time of appointment. Maintenance of a valid California Driver's license and proof of automobile liability insurance is a condition of continued employment.
- Possession of California Peace Officer's Standards and Training Advanced and Management Certificates.
- Graduate of the F.B.I. National Academy is desirable.

KNOWLEDGE/ABILITIES/SKILLS:

(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)

Knowledge of:

- Modern principles, practices and techniques of a municipal police department, emergency dispatch services, animal control, community services, cultural arts, leisure time and recreation administration.
- Modern operating principles, practices and techniques of law enforcement and crime prevention including causation of criminal/deviant behavior and Community-Oriented Policing.
- Use and maintenance of law enforcement equipment and apparatus.
- Codes, regulations, criminal laws and ordinances related to police activities, crime prevention, emergency response and disaster preparedness;
- Willows Public Safety Officers M.O.U., City procedures and policies.
- Local geography and available police resources.
- Modern office procedures, and methods including computer equipment, word processing, spread sheet, data base, graphic presentations and other needed specialized software

applications, and internet and electronic communication usage and methods.

- Budgeting development procedures and administration.
- Principles and practices of supervision, staff selection, motivation, training and personnel management.
- Principles of effective time management
- Principles of effective public speaking, conflict resolution and excellent customer service.

Ability to:

- Effectively formulate, organize and administer sound departmental policy in the areas of police administration, law enforcement and crime prevention.
- Interact with citizens and employees in an effective way that produces positive results.
- Supervise the management of major incidents and crime scenes.
- Analyze police and community problems and plan philosophies, goals, objectives, policies and procedures which are tangible, achievable and measurable to meet needs; determine community needs; establish and maintain excellent community relations.
- Interpret and implement City Council direction.
- Work well under pressure; work such hours as are necessary to accomplish the job including remaining on-call 24 hours a day; travel out of the area during or after work hours.
- Understand, interpret and communicate state and federal regulations, laws, codes, policies and solutions in the area of crime management.
- Direct program services that benefit the community; analyze policy issues and develop recommendations and solutions.
- Delegate authority and responsibility as well as schedule and program work.
- Work with and control sensitive and confidential information.
- Plan, initiate, and direct complete complex and multiple simultaneous work assignments; set priorities and organize work to meet deadlines.
- Lead, manage, evaluate and train personnel effectively and maintain discipline.
- Organize, implement and direct departmental goals within City objectives.
- Make highly effective presentations before groups and represent the City in public forums; interpret and communicate codes and regulatory information.
- Use computer and needed programs in a highly effective manner.
- Direct, project and administer a budget.
- Establish and maintain respectful, effective and cooperative working relationships with those contacted in the course of work.
- Communicate effectively, orally, electronically and in writing.
- Perform the duties and requirements of a sworn police officer.

Skill to:

- Operate an office computer and a variety of word processing and software applications.

ACKNOWLEDGMENT:

I acknowledge that I have read the job description and requirements for the Police Chief position and I certify that I have the necessary education, knowledge, experience and physical requirements required to perform the essential functions of this position.

Applicant Signature

Date

**STUDY AND ANALYSIS
OF**



**MAINTAINING
WILLOWS POLICE DEPARTMENT
OR
CONTRACTING WITH
GLENN COUNTY SHERIFF'S
OFFICE**

By: William Spears/Chief of Police/Willows

September 2011

Table of Contents

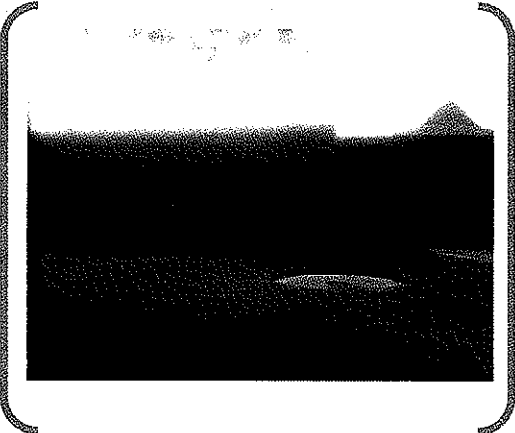
I.	Introduction	3
II.	Proposal	6
III.	Analysis	8
	a. Question 1: Are the citizens of Willows receiving law enforcement services consistent with community needs or would they be better served by the Sheriff?	8
	i. Comparison of current service provided	8
	ii. Contracted services table	11
	iii. Local Control and Accountability Chart	14
	b. Question 2: Will the City of Willows sustain true economic savings by contracting with the Glenn County Sheriff's Office?	15
	i. Department staffing chart	16
	ii. Police Operations Personnel Cost Analysis	16
	iii. Compensation packages chart	17
	iv. Compensation Comparison Chart	18
	v. Consolidated Figures Chart	18
	vi. Compensation Comparison Chart (scenario 2)	19
	vii. Consolidated Figures Chart (scenario 2)	20
	c. Question 3 What are the advantages and disadvantages of contracting law enforcement services?	25
	i. Advantages	25
	ii. Disadvantages	26
IV.	Conclusions	27
V.	Recommendation	29
VI.	Referenced Quotations	29
VII.	References	35

INTRODUCTION:

The City of Willows like most other municipal governments is facing downward fiscal cash flows to operate the business of government. Federal, State, County funding sources have been altered or eliminated have greatly impacted the city. At the same time drop in sales tax and other tax driven revenues have caused a synergetic result Another way to describe the circumstance is this negative impact is multi-faceted in that have blended to become the perfect deficient.

As a result, financial survival of the municipal corporation requires a close analysis of the city's operations and costs. Over the last four (4) years the city has made numerous cuts in the various departments primarily of non-personnel assets. This cutting of pencils and paperclips has moved to such a level that further cuts would result in some cases nonoperational budgeting.

This is not to overlook that there have been personnel reductions over the last three years in the different departments, such as police, public works and finance department. Additionally the city has created a shared arrangement with the City of Orland for the Librarian position. All of these measures although creating savings have consistently lessened the cost enough and thereby turned the tide on a deficient budget. Comparably however the drain on the city reserves has become smaller each year.



At the time of the establishment of the 2011-2012 budget the Willows City Council authorized another allotment from the reserves to balance the budget. All members of council did render their direction or desire to have a balanced budget for the 2012-2013 budget. Council directed that the city should research its operations and openly look at measures to achieve the balanced budget goal. A subcommittee was created to explorer for possible solutions for the council as a body to review, evaluate, and possibly examine further or maybe implement.

The subcommittee did meet with the City Manager and created a list of considerations. These were presented to the council. The list presented ideas for increasing revenue, and expense reductions. Within the expense reduction was the thought of merging or contracting law enforcement services with the Glenn County Sheriff's Office.

During that meeting I spoke with council on the issue that we had an obligation to examine the concept. I further commented that we as public servants must examine if

the Sheriff's Office can deliver the same services at a lower cost and that administrative oversights can be rectified this would be the appropriate path.

The members of the Willows City Council were adamant that the base line services were not to decrease. The services currently rendered by the Willows Police Department were to remain the same or heightened over those presently administered in any thought about a contractual agreement with the Sheriff's Office. The bottom line is if we can maintain or improve the services to our residents in a less costly manner, it is our duty to spend the community's dollars more wisely. If not, then a contract would not be in the best interest of the city. This is not simply a quantity of service but also the quality of services needs to be a major contributing factor of the consideration. This critical decision of contracting or not contracting law enforcement services rests on the following ideal statements; **WHAT IS BEST FOR THE RESIDENTS AND VISITORS OF WILLOWS** and **WHAT IS MOST COST EFFECTIVE WHILE KEEPING THE SAME LEVEL OF SERVICES.**

This study and report is to address Willows City Council's directions as previously outlined. This study is to examine the economics of the delivery systems, same being Willows Police and Glenn County Sheriff's Office in providing the same level of service. The second aspect is the quality and responsiveness of the delivery of service by each agency to the City of Willows.

The Willows City Council akin to almost every other City Council is faced with hard decisions on behalf of the people they were elected by and represent. As guardians of the community that have had placed upon them the responsibility to give direction to city operations for all services. The thought of wrestling on how to prioritize the various services provided by a city has been very difficult. All services are important or it would be inappropriate for the city to fund them. The question faced is one of prioritizing them (the services). Some are critical in nature and some are quality of life.

Many years ago these same questions came to mind of the founding fathers of the Republic of and later the Great State of California. These founding fathers felt so strongly that the ideal was placed into the California Constitution. They place public safety not only as one of the most important aspects of government, but as the first responsibility. Please note the passage of Article 13, Section 35(a) of the California Constitution below.

California Constitution; Article 13, Section 35(a), "The protection of the public is the first responsibility of local government & local officials have an obligation to give priority to the provision of adequate public safety services"

Only your law enforcement and fire services are your public safety services. The state legislature has promoted this thought through legal empowerments, authorities and

even retirement systems. No other city or municipal department or position is so designated.

With this in mind it is apparently clear that it is the duty of the City of Willows like any other council is to provide law enforcement and fire services to protect their communities. This responsibility is first and foremost above all other considerations. This is not to lessen the importance of the other departments, but to determine what is critical or essential and is very important to maintain a quality of life standard.

Protection by law enforcement is one part of the responsibility. The level or application of police services in any given city is established by the city council of that municipal corporation. It is the City Council's responsibility to not only ensure the operation of the city, but the ensure that the community's reflection of expectations in police protection is being met.

My research included reading the COPS manual on "Guidelines for Starting and Operating a New Police Department, written by Deborah Spence, Barbara Webster and Edward Conners. They specifically talk about the wrong reasons for change. These include; "Elected official has a personal issue with the Chief and/or Police Department, Current police services provider has mishandled a single event, existing Chief or police department has arrested, investigated or enforced the law against an influential local person, a major crime, such as kidnapping or homicide, has elevated fear of crime among residents."

"Political support for change is essential, but this is not the same as one or two public figures seeking to "punish" the current police provider."

Just to ensure or clarify the issue, I am not inferring that such is the case, however that question is the elephant in the room. To that end this study will only focus on law enforcement services, costs and advantages and disadvantages for contracting or outsourcing police services or keeping the Willows Police Department.

THE PROPOSAL

As previously indicated the Willows City Council has created a budget subcommittee with the goal to balance the budget for fiscal year 2012-2013. Within the concepts for balancing the budget it is suggested that consideration be made to contract with the Glenn County Sheriff's Department to provide law enforcement services.

This concept is based on three questions.

- 1. Are the citizens of Willows receiving law enforcement services consistent with community needs or would they be better served by the Sheriff?**
- 2. Will the City of Willows sustain true economic savings by contracting with the Glenn County Sheriff's Office?**
- 3. What are the advantages and disadvantages of contracting law enforcement services?**

To lay a foundation to appropriately answer these questions one must first understand that although both being law enforcement agencies, they are not the same.

MUNICIPAL POLICE DEPARTMENTS

Municipal Police Departments are full service agencies. They have responsibility for all violations of law and the application of investigations pertaining to all code violations within the municipal jurisdiction.

The Chief of Police of a municipal agency is appointed by the City Manager and is ratified by the City Council.

COUNTY SHERIFF'S OFFICES

The Sheriff's Offices within California are the Criminal Investigations for the rural unincorporated areas of any given county. Traffic enforcement/investigation matters within the rural unincorporated areas are the responsibility of the California Highway Patrol.

Most Sheriff's Offices have blended with the Coroners Offices of the County. Furthermore many have also absorbed the Animal Control Offices.

The Sheriff's Offices also provide security under agreement with the State of California for the Superior Courts.

The only legal mandate placed upon any Sheriff is to maintain the County Jail of that specific County.

Glenn County Sheriff's Office is also the chief OES coordinator for the county. As such he is responsible for Search and Rescue for the county.

The Sheriff is a constitutionally elected official of the county. Except for his budget, he only answers to the electorate (at election time) and the Governor of the State of California and the California Attorney General.



ANALYSIS

1. Are the citizens of Willows receiving law enforcement services consistent with community needs or would they be better served by the Sheriff.

Bottom line can the Sheriff's Office provide the same or more services than the Willows Police Department currently provides? The best way to compare is examining current services.

SERVICES	WILLOWS POLICE DEPARTMENT	GLENN SHERIFF'S OFFICE
COMMUNITY ORIENTED POLICING IS PRACTICED	YES	NO #
PATROL 24/7	YES	NO *
PROACTIVE PATROL 24/7	YES	NO **
RESPONDS TO ALL CALLS FOR SERVICE	YES	NO ***
INVESTIGATIONS – MAJOR CRIMES	YES	YES
INVESTIGATIONS – MINOR CRIMES	YES	NO****
TRAFFIC ENFORCEMENT	YES	NO
IN DEPTH TRAFFIC COLLISION INVESTIGATIONS (UP TO FATALS)	YES	NO
NARCOTICS INVESTIGATIONS	YES	YES
VIPS (VOLUNTEERS IN POLICE SERVICES)	YES	NO
EXPLORER PROGRAM	YES	NO
NEIGHBORHOOD WATCH PROGRAM	YES	NO
OPERATION IDENTIFICATION	YES	NO
NATIONAL NIGHT OUT	YES	NO
POLICE ACTIVITIES LEAGUE (PAL)	YES	NO
PROACTIVE CRIME PREVENTION BOOTHS	YES – AT EVERY EVENT WITHIN CITY	SOME – BASICALLY, BOAT SAFETY PROGRAM
SCHOOL SAFETY PROGRAMS	YES – WUSD	NO
BICYCLE SAFETY PROGRAMS	YES	NO
QUARTERLY CRIME PREVENTION TOWN MEETINGS	YES	NO

LOJACK – STOLEN VEHICLE PROGRAM	YES	NO
RADAR ENFORCEMENT PROGRAM	YES	NO
CLICK IT OR TICKET	YES	NO
DISTRACTED DRIVER PROGRAM	YES	NO
AVOID THE 5	YES	OCCASIONALLY*****
OVER THE LIMIT – UNDER ARREST	YES	NO
ABC – ALCOHOL BEVERAGE CONTROL ENFORCEMENT PROGRAM	YES	NO
EVERY 15 MINUTES	YES	NO
GANG INTERVENTION	YES	YES
SCHOOL - HOSTILE INTRUDER PROGRAM	YES	YES
16 HOURS IN SERVICE TRAINING EACH MONTH	YES +	NO
BEAN BAG DEPLOYMENT AND TRAINING	YES ++	YES
PEPPERBALL DEPLOYMENT AND TRAINING	YES +++	NO

#Community Oriented Policing is a philosophy of police and community interaction. It is not a program. Problem solving is the application of various law enforcement and other resources to solve a problem or issue at its base or root cause. The Willows Police Department has implemented this concept and solving technique 4 years ago. We are still learning how to further our use of this concept.

The Glenn County Sheriff's Office still follows the traditional law enforcement concepts, same being reactive. To have the Glenn County Sheriff's Office move to Community Oriented Policing and Problem Solving (S.A.R.A.) would have a substantial learning curve.

*The Glenn County Sheriff's Office had ceased 24/7 patrol for a short period during the 2010-2011 fiscal year only to reinstate it at a later date. The Sheriff's Office has again proposed to ceased 24/7 patrol in October 2011.

If a single deputy is on duty – there is still no patrol. The deputy is directed to handle calls on the phone, or if a response is necessary will respond only after

the on call deputy is called and is also responding. Many times during the late night or early morning hours the victim is directed to call the next day during regular hours.

**The Glenn County Sheriff's Office currently has the policy that when one deputy is on duty, that deputy shall not conduct proactive patrol. Instead the deputy is to remain at Sheriff's Headquarters or the Orland Substation and handle calls on the phone.

***The Glenn County Sheriff's Department currently attempts to handle all "minor" calls via telephone. The Willows Police Department responds to all calls as possible.

****The Glenn County Sheriff's Detectives only handle major crime investigations. Minor crime investigations are handled upon availability by patrol deputies, however they are restricted as to mileage allowed per shift. The Willows Police Officers and Detective consistently coordinate and conduct all investigations.

*****The Glenn County Sheriff's Office renders some involvement in the Avoid the 5 program by having personnel at the DUI/DDL check points. Even while at the check points the deputies refer all suspected DUI drivers over to either the Orland or Willows Officers or CHP personnel also assigned to the check point.

+Willows Officers receive approximately 16 hours per month of in house basic services training each month. Some months some of these hours are used to conduct specific crime suppression activities, such as probation sweeps. The 16 hours of training is rendered at no additional cost to the Willows tax payers.

++The Willows Police Officers as part of their in house training constantly receive updated training on the use and deployment of beanbags. The Willows Police has a beanbag weapon in every patrol car to ensure availability of this less than lethal weapon system.

The Willows Police Department currently has the only certified Beanbag Trainer in Glenn County.

+++The Willows Police Department has non lethal Pepperball system in the supervisor's car 24/7. Availability of such non lethal system gives the department and community additional resources to handle circumstances in a less than lethal manner.

It can be determined by the information above that the Willows Police Department provides a tremendous amount of services to the residents of the City of Willows on a routine or regular basis.

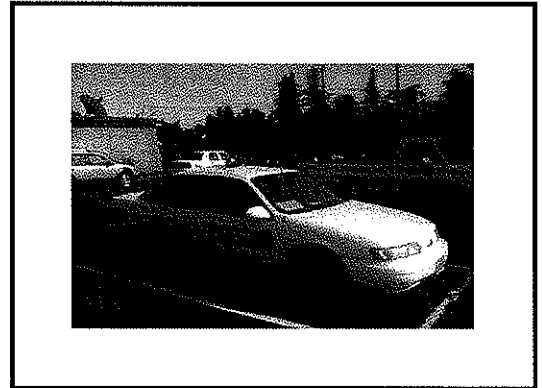
Jack Amoroso, Chief of Police for Avenal (formally a Kings County Sheriff's Lieutenant (Chief of Police for Avenal)) comments "Since Deputies will now be doing "police work" that means tickets and accident investigations, not their thing. If your community is use to Community Oriented Policing, the Deputies will have a large learning curve. " (sic)

Beyond frontline services the question should be what can the Sheriff's Department bring to the residents in support law enforcement services that many larger Sheriff's Offices include in contracts at no cost to the contract city. Lets explorer what kinds of services other Sheriff's Offices have and provide and compare current support vs. contractual.

SERVICES	WILLOWS POLICE CURRENT – MUTUAL AID TO SHERIFF @ NO COST	GLENN COUNTY SHERIFF CURRENT - MUTUAL AID TO WILLOWS @ NO COST	GLENN COUNTY SHERIFF TO BE ADDED TO SERVICES WITH CONTRACT
MUTUAL AID ON EMERGENCY CALLS	YES	YES	ALREADY PROVIDING
INVESTIGATIONS	YES	YES	ALREADY PROVIDING
GANG SUPPRESSION	YES	YES	ALREADY PROVIDING
NARCOTICS TASK FORCE	YES	YES	ALREADY IN PLACE
ARSON TEAM	YES	YES	ALREADY PROVIDING
MAJOR CRIME CSI TEAM	NO– HANDLED BY DOJ CRIME LAB +	NO– HANDLED BY DOJ CRIME LAB +	NO – HANDLED BY DOJ CRIME LAB +
MINOR CRIMES CSI ASSISTANCE	YES	YES	ALREADY PROVIDING
AIR SUPPORT	NO	NO	NO
CORONERS INVESTIGATION	NO	YES – MAINDATED BY LAW	ALREAD PROVIDING

+The California Department of Justice is currently providing a Major Crimes Crime Scene Investigations (CSI) team to local agencies including the Willows Police and Glenn County Sheriff's Office at no cost.

This analysis reveals that the Glenn County Sheriff's Office has no additional support services available that are not already being rendered on a mutual aid basis at no cost. There would be no additional cost savings under a contractual arrangement for services that do not exist or are already provided. In fact it was found that the Willows Police Department offers the same level of mutual aid support to the Glenn County Sheriff's Office as it receives.



According to Chief Dave Young, Turlock Police Department, "we all perform mutual aid to allied agencies. However, regardless of what the Sheriff says about Willows having "dedicated" officers who will patrol in Willows, the natural order of things is if the Sheriff needs to bolster his rural force... he has a ready pool of officers/deputies in Willows." The question remains that if the rural areas (unincorporated) become short will the fill be made from the Willows allotment of personnel? Chief Young and I contend yes that will occur.

What about local control? One of the great aspects of our great nation is that being a representative government, "of the people, for the people and by the people" (Abraham Lincoln) is that of local control and application of values to statutory law. Many places in the world the police are federalized and centrally controlled by the government. The people have no input pertaining to their police services. In the United States the police department of any community should be a reflection of that community.

The Willows Police Department belongs to the people of Willows. The Chief, City Manager, and City Council are given the responsibility to operate the department. Administered by a professional Chief, guided by influences of a City Manager and/or City Council the law is enforced on a fair and impartial basis. This ultimately is what the people of any community desire. With this in mind our departmental motto reflects this unity, "Your Police Serving Our Community".

Sir Robert Peel in 1826 in his Peel's Principles wrote that a police agency's success is measured by the feeling security and tranquility of the community. The community oriented police concepts of today talk of interaction with the community. Peel also mentioned that ideal in his writings, "the police are the people and people are the police".

Between 1968 and 1973 three Presidential Commissions recommended changes in the way police apply law enforcement services. Community partnerships and problem solving is the answer. Officers must become part of the community, re-establish trust

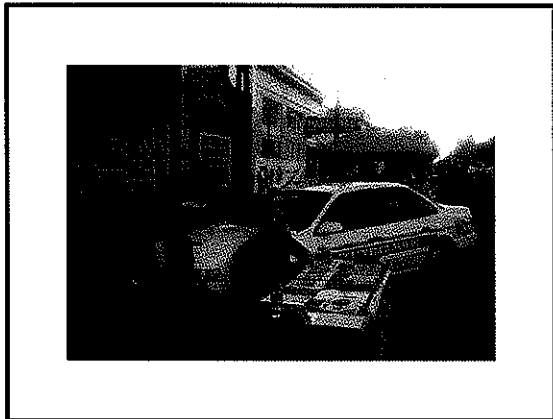
and communications. Community Ownership and Police Ownership of Community is vital.

Problem solving is community members working with police to solve issues (Neighborhood Watch, VIPs, Explorers, PAL). Proactive empowerment of officers to conduct police services when working with community residents is the goal. This is the Community Policing Model. The Willows Police Department has embraced the community oriented policing philosophy and problem solving for the last 4 years.



Chief C. Mestas of the Hanford Police Department (formerly 28 years with Fresno County Sheriff's Office – some as a contractual Police Chief) writes; "The reason for cities to change back has been that deputies do not have ownership of the city and it's residents. Most do not like working in towns. City Councils as well as city managers do not have control over a Sheriff who is elected. THERE IS NO REAL ACOCUNTABILITY FOR DEPUTIES as you would with your own officers." Local control and ownership is strong issue of voluntary cooperation and support.

The local control stage is set by the new leadership. On this topic Chief Young points out "Despite whatever the Sheriff says that his "Chief" in Willows takes orders from Willows... that won't happen either if it a city versus county issue. The "Chief" is still



employed by the Sheriff and therefore owes his/her allegiance to the Sheriff." Under the current style the Chief's full accountability is to the people and City of Willows. Chief Amoroso supports this position with "The City of Avenal got tired of the former Sheriff ignoring them and took action in 2010 to build their own PD from scratch. Your community will be subject to the Sheriff caring about the level of enforcement that the SO thinks they should have or can afford." Chief Nichelini (Vallejo) writes in an email his opinion that "Loss of local

control, Officer unfamiliar with city" is a major factor against such contracts.

Dan Watson is the Chief of Police of Mammoth Lakes, California. He writes about the local control issue. "Loss of local control – In a small agency, you decide who to hire, who to promote, where to assign people. In a contract agency the Sheriff makes those decisions. You will probably have a say, or at least a recommendation about who is station commander, assuming you keep a local station. When a deputy is promoted to

sergeant he will be transferred to another assignment. You will not have people who spend their career working for your city." Local leadership and input of community is vital in the recruitment and retention of officers.

Kay Reeves a consultant hired by Compton to research whether to maintain a contract or restore the Compton Police Department writes, "the Sheriff can refuse to perform certain duties such as parades, street fair activities in the park that are currently provided." The Sheriff County Code Police Department does Code Enforcement Officers (and CSO – these complaints. In with the community and Sheriff's Deputies may incidents.



currently does not conduct Enforcement. The Willows enforce and investigate City issues. The Willows Police when utilized) understand most cases the Officers work gain voluntary compliance. not desire to pursue such

Richard D. Miller, Esq. in his paper of "Regionalizing Police Services" writes about confusion between regionalization and contracting. They are completely different styles of applications, "Local control is a factor, where most regionalizations address this by forming JPA's (Joint Powers Agreement) or other such over site committees. These allow local concerns to be introduced and implemented. Failure to have an over site organization like a JPA is a surrender by local government to another organization of law enforcement duties. Contractual arrangements are not regionalizations, they are contractual arrangements to provide the services."

The following chart illustrates local control & accountability.

LOCAL CONTROL AND ACCOUNTABILITY	
<u>SHERIFF'S DEPARTMENT</u>	<u>WILLOWS POLICE DEPARTMENT</u>
Board of Supervisors	Citizens of Willows
Sheriff	Mayor and Council
Command staff (including Lt. as "Chief")	City Manager
City Manager	Chief of Police
Mayor & Council	
Citizens of Willows	

Based on City of Compton Study and Report

As can be noted the structures are very different. Since the Sheriff is an elected official he does not answer to the same structure as a Police Chief. The only reason that the Board of Supervisors is listed above the Sheriff is because of fiscal or budget oversight.

The influences are different, especially in a smaller city. The people of a smaller community often see members of the council, City Manager or Police Chief and give direct input. This is not necessarily the case with the Sheriff.

In the various documents reviewed the issue of local control and ownership repeats itself over and over.

FINDING: THE GLENN COUNTY SHERIFF'S OFFICE DOES NOT POSSESS ANY ADDITIONAL SERVICES THAT ARE NOT ALREADY UTILIZED BY THE CITY OF WILLOWS AND THEREFORE THERE WOULD BE NO GAIN BY A CONTRACT.

2. Will the City of Willows sustain true economic savings by contracting with the Glenn County Sheriff's Office?

This is the major thrust of the proposal. Can the City of Willows save substantial funds to either completely balance the budget or make a major impact in the search of attainment? This segment will analyze the fiscal aspects of the budget. Please understand that I am not an accountant or CPA, therefore there may be unknown factors in play that I am not aware of at the time of this report.

To further simplify the issue, I am not addressing many of the subaccounts or line items such as office supplies, training, vehicle operations, current dispatch contract, and current Animal Control contract. Those funds are fairly well fixed and would be part and parcel of any contract on a one to one basis.

As to existing contracts they would remain in effect as is without any changes.

This study will focus on the major impact the of the budget, same being personnel

The Willows Police Department currently operates as a general law enforcement agency 24/7. The department has the following personnel assigned.

WILLOWS POLICE DEPARTMENT PERSONNEL	
CHIEF	1
SERGEANTS	2
DETECTIVE	1
OFFICERS	5
NONSWORN: ADM SECRETARY	1
TOTAL	10

Police Operations Personnel Cost Analysis

At the City Council meeting of July 19, 2011 the City Council discussed the various budget considerations for a balanced 2012-2013 budget. After some discussion a general direction was given to ascertain if would be a viable option. My understanding was Council requested I do some research on the issue and report back. This report is that research.

Council was adamant that the services were to remain the same. Services were discussed in the previous section. This section is only looking at fiscal savings if any and other possible impacts.

To ensure the figures are closely related, "apples to apple, etc." for comparison purposes, the figures are total compensation packages based on hourly rates. These figures are rated at "E" (top step), with the fiscal impacts of PERS contributions, Social Security, Medical, health insurance, pay incentives, uniform allowances, and any other cost factors per employee per hour.

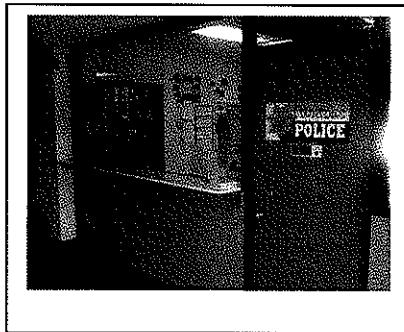
These figures were provided by the Willows Finance Director, Mr. Tim Sailsbery, and by Mary Beth Stansbury, Sheriff's Finance Manager.

The following chart illustrates the Willows Police Department and Glenn County Sheriff's Office hourly rates.

TOP STEP COMPENSATION PACKAGES (HOURLY)			
WILLOWS POLICE DEPARTMENT		GLENN COUNTY SHERIFF'S OFFICE	
OFFICER	\$49.53	DEPUTY	\$54.28
DETECTIVE	\$50.27	DETECTIVE	\$58.45
SERGEANT	\$55.27	SERGEANT	\$66.77
CHIEF OF POLICE	\$76.75	LIEUTENANT	\$73.61
SECRETARY	\$34.97	TECH II	\$41.15

On average the Willows Police Department's total operational hours are approximately 1906 hours per month. This average is based on 2010 Monthly operational reports by the Willows Police Department.

With the 2011-2012 budget one (1) officer was laid off thus reducing the monthly average by 160 hours per month. The new adjusted monthly average hours total is modified to reflect the reduction, same being 1747 hours per month.



The focus of direct field services needed to be broken into three (3) distinct facets or parts. The first is patrol operations. This is actual patrol time, investigations and overall field services by the officers and sergeants of the Willows Police Department. The second is investigations. Investigations is the hours devoted by the Willows Police Department Detectives conducting investigations or follow ups for completion of cases and presentation of cases to the District Attorney. The third is Administration. Administration includes those administrative duties to fulfill state, federal requirements, reports and general business of the department including records duties, and public assistance at the station.

The analysis has been figured separately for each part. Each corresponding rank or assignment's total compensation package and the hours devoted to each area are also computed in this analysis.

COMPENSATION COMPARISONS							
WILLOWS PD				GLENN COUNTY SO			
PATROL	HOURS MONTHLY	HOURLY RATE	TOTAL MONTHLY COST	PATROL	HOURS MONTHLY	HOURLY RATE	TOTAL MONTHLY COST
OFFICERS	1347	\$49.53	\$66716.91	DEPUTIES	1347	\$54.24	\$73061.28
SERGEANTS	320	\$55.27	\$17686.40	SERGEANTS	320	\$66.77	\$21366.40
TOTAL	1667	\$104.80	\$84403.31	TOTAL	1667	\$121.01	\$94427.68
X 12 MONTHS			\$1012839.70	X 12 MONTHS			\$1133132.20
INVESTIGATIONS				INVESTIGATIONS			
DETECTIVE	80	\$50.27	\$4021.60	DETECTIVE	80	\$58.45	\$4676.00
TOTAL	80	\$50.27	\$4021.80	TOTAL	80	\$58.45	\$4676.00
X 12 MONTHS			\$48259.20	X 12 MONTHS			\$56112.00
ADMINISTRATION				ADMINISTRATION			
SECRETARY	160	\$34.97	\$5594.20	TECH II	160	\$41.15	\$6584.00
CHIEF	160	\$76.75	\$12280.00	LIEUTENANT *	160	\$73.61	\$11777.60
TOTAL	320	\$111.72	\$17875.20	TOTAL	320	\$114.76	\$18361.60
X 12 MONTHS			\$214,502.40	X 12 MONTHS			\$220339.20

*In talking with the Sheriff, he indicated that with additional responsibility he would insist on an increase in his salary. This figure is unknown and therefore not computed in this analysis. Furthermore other county administrative costs (finance department) associated with personnel processing is also not included.

CONSOLIDATED FIGURES (SUBTOTALS)			
WILLOWS PD		GLENN COUNTY SO	
SUBTOTALS (ANNUAL)	AMOUNTS	SUBTOTALS (ANNUAL)	AMOUNTS
PATROL	\$1,012,839.70	PATROL	\$1,133,132.20
INVESTIGATIONS	\$48,259.20	INVESTIGATIONS	\$56,112.00
ADMINISTRATIONS	\$214,502.40	ADMINISTRATIONS	\$220,339.20
GRAND TOTAL	\$1,275,601.30	GRAND TOTAL	\$1,409,583.40

To contract with the Sheriff's Office and to maintain the same level of services for the City of Willows currently provided would not save but would actually increase the operational law enforcement costs by roughly \$133,982.10. This would be maintaining the 1747 hours of operations per month (on average).

FINDING: SALARY SAVINGS CAN NOT BE ATTAINED ON AN HOUR FOR HOUR RATE FOR DEPARTMENTAL OPERATIONS MAINTAINING SAME LEVEL OF SERVICES.

Lets' just explorer some other possible scenarios. The primary focus is to maintain field services at the same level. Modifications to the deployment by the Sheriff's Office could be filling the patrol slots with deputies only. Willows has sergeants as part of the patrol in that they do in fact patrol, conduct investigations, make arrests and write reports, and have the additional responsibilities as a supervisor.

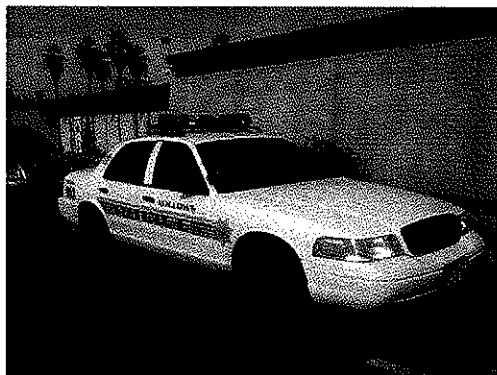
COMPENSATION COMPARISONS – Scenario 2							
WILLOWS PD				GLENN COUNTY SO			
PATROL	HOURS MONTHLY	HOURLY RATE	TOTAL MONTHLY COST	PATROL	HOURS MONTHLY	HOURLY RATE	TOTAL MONTHLY COST
OFFICERS	1347	\$49.53	\$66716.91	DEPUTIES	1667	\$54.24	\$90,418.08
SERGEANTS	320	\$55.27	\$17686.40	SERGEANTS (1/2 time – 2 sergeants = 1 sergeant)	160	\$66.77	\$10683.20
TOTAL	1667	\$104.80	\$84403.31	TOTAL	1827	\$121.01	\$101,101.28
X 12 MONTHS			\$1012839.70	X 12 MONTHS			\$1213215.30
INVESTIGATIONS				INVESTIGATIONS			
DETECTIVE	80	\$50.27	\$4021.60	DETECTIVE	80	\$58.45	\$4676.00
TOTAL	80	\$50.27	\$4021.80	TOTAL	80	\$58.45	\$4676.00
X 12 MONTHS			\$48259.20	X 12 MONTHS			\$56112.00
ADMINISTRATION				ADMINISTRATION			
SECRETARY	160	\$34.97	\$5594.20	TECH II	160	\$41.15	\$6584.00
CHIEF	160	\$76.75	\$12280.00	LIEUTENANT *	160	\$73.61	\$11777.60
TOTAL	320	\$111.72	\$17875.20	TOTAL	320	\$114.76	\$18361.60
X 12 MONTHS			\$214,502.40	X 12 MONTHS			\$220339.20

CONSOLIDATED FIGURES (SUBTOTALS) – Scenario 2			
WILLOWS PD		GLENN COUNTY SO	
SUBTOTALS (ANNUAL)	AMOUNTS	SUBTOTALS (ANNUAL)	AMOUNTS
PATROL	\$102839.70		\$1,213,215.30
INVESTIGATIONS	\$48259.20		\$56,112.00
ADMINISTRATIONS	\$214502.40		\$220339.20
GRAND TOTAL	\$1,275,601.30		\$1,489,666.50

This scenario only resulted in a further increase by the Glenn County Sheriff's Department by \$214,065.20.

The only way the Sheriff's Department could attain the \$1,275,601.30 figure would be a reduction of overall services in some configuration or underbid the contract below the actual cost.

Some analysis is warranted to such considerations. First if the Sheriff under bid the actual cost (in today's economic conditions) the unincorporated tax payers could react negatively in that they the county tax payers are subsidizing the city residents. Their patrol and services by the Sheriff's Office are already under fire. The county residents are facing ever increasing crime problems because of the lack of Sheriff's personnel presence. If the Sheriff was successful in entering into the agreement under actual costs that would be short lived because of accountability aspects to the voters. Several persons talked to during this study had absolutely no support for subsidizing the city's law enforcement services.



Well then how about just adjusting the areas the Willows Officers patrol. How about an expansion of the patrol zone to include the sphere of influence of the City of Willows (beyond the city limits).

Here again the services are changed for each and every hour on patrol outside the city limits is time NOT patrolling the city. This means a change in services. Except for mutual aid or other common immediate needs the officers of the Willows Police Department patrol Willows. Beyond changing the

service aspect, the tax payers of Willows will now subsidize the unincorporated residents by paying for their patrol operations. Willows tax payers pay their taxes for their police protection.

Each side of this subsidizing issue, county residents paying for Willows law enforcement patrol, and flipping the coin, where Willows City tax payers are paying for county patrol, have valid positions. The venture down this road can be not favorable to one side or the other should the subsidizing occur.

Chief Young of Turlock points out, "The initial agreement will require bargaining to bring Willows Officers onto the Sheriff's Office as Deputies" ", Some Sheriff's underbid and do not charge full amount to sweeten the contract. As years went by the economy soured, the new sheriff was forced to increase the city's share of costs, bringing them more in line with reality.... Resulting in sticker shock for the cities". Chief Nichelini of Vallejo joins that position, "When actual costs comparison was made there was no money to be saved. The Sheriff's initial "proposal" to the city looked cheaper, but they failed to include substantial overhead costs. Due to the County's actual overhead charges, it actually ended up costing more."

Nichelini also commented that "Disbanding a police department requires the City to meet and confer with current employees. It could take years to litigate a failure to agree."

Mammoth Lakes Chief Watson comments on loss of budget control. He writes "Less control over budget - Sheriff will bill based on the number of deputies you want patrolling your city." "It's based on their personnel cost." "If your County has a good year and they approve a generous salary adjustment in their MOU, the costs are passed on to you." "You have no control over this and it may result in either finding the money you don't have, or cutting back services."

Chief George Mitchell of Guadalupe wrote "We just went through this. Ironically, and the end of the day it was more cost effective to keep the PD."

"Having the Sheriff provide L/E services is no longer the deal it once was. They are charging for every paperclip and the real issue is how these costs rise once you're locked in as a contract city. Once you contract, the cost to start a PD back up is prohibitive. You're literally locked in and the only option is to look for another agency to provide the contract."



Kay Reeves of Secure Technology shockingly wrote "When Compton disbanded it had 155 police officers. The contract only called for 70 deputies. In ten months the city paid 10 million dollars. In 10 years the yearly contract was 25 million dollars per year. There was an 85% increase in 10 years." "It will look good on paper because the figure is low just for basic services. But as the years go on the city realized it needs more services and that is when they find out that they really can't save. There has never been a city that has saved by contracting."

Chief Dave Hinig, at the time interim Chief of Sierra Madre comments "Cost is the primary reason for considering an external contract. Associated with cost savings is the concept of "managing convenience". What this means is that the City does not have the headaches of managing one-third of its existing workforce."

"Labor contracts, personnel management, training, and the scores of other incidental aspects of directing police operations are eliminated from daily oversight when using contract law enforcement. However when local control ends, one of the most important aspects of cost management falls into the hands of the service provider. This is the issue of controlling the labor contract."

We, the City of Willows, have already experienced this on current contracts with the county. Both in the cases of Dispatchers and Animal Control Officers new salary adjustments were settled upon (pay increases) where the City of Willows was not involved at all. This was reflected in the new contracts. It must be remembered that these employees will be county employees and the City of Willows does not have a contract with them. Their unions have contracts or MOU's with the county.

One thought that has not been examined is consolidation of the Police and Fire Department into a Public Safety Agency. Regardless of which way one would go, there will be the need of cross training (police to fight fires and fire to investigation crimes, make arrests, etc.). This could be considered for some future study.

COPS, "Guidelines for Starting and Operating a New Police Department" states, "Consolidate police service or agencies. Pooling police resources with other cities or towns can be a complex undertaking, but some communities have been able to take advantage of the economies of scale that various consolidations options provide without sacrificing too much local identity and control. A concept that gained some popularity in the 1970's was to combine police, fire and emergency medical service (EMS) under the umbrella of a public safety agency. Police Officers cross trained as firefighters and EMS Technicians."

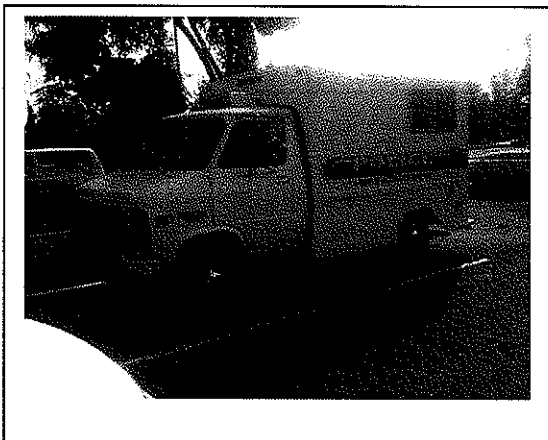
Some may take the position that future costs are what is being sought to evade. Whether administering your own police agency or contracting these costs will still exist. In the case of maintaining the Willows Police Department then the issues as they arise

can be directly addressed in the bargaining process, or a reduction of police services by the Willows Police Department. If a contract is the favored route, understand that the county cannot and will not carry these additional costs. These costs will be passed to the city. In this case however the city will not have any direct controls on how to face these additional costs. I again refer to the dispatching contract specifically as an example.

Currently the Willows Public Safety Association has been flexible in working conditions in several ways. An example is flex shifts without adjusted compensation, shift trades, straight over time for departmental meeting, projects, and training. The Deputy Sheriff's Association and the Sheriff do not have the same agreements. In the long run this could amount to serious increased costs to the city in paid overtime. Fair and open working with the WPSA can benefit the city and employees.

Other cost factors that must be addressed is that of transition. As earlier mentioned there is the transfer of the Willows personnel to the Sheriff's Department. In that this is not a merger but a specific contract then processing costs of \$2000 to \$3000 per officer would be incurred. Michael Gomez, Consultant, Peace Officer Standards and Training advised, "If two agencies were to merge into a single agency there is the requirement that such action need to be accomplished by Resolution by both the City and County, thereby creating one agency. If this merging is created neither agency is disbanded. In this case officers can be assimilated into the new agency without having new backgrounds, psychological, or medicals."

"If the Willows Police Department Services are contracted (not merged) whereas the Willows Police Department no longer exists and Sheriff's Office conducts contractual full law enforcement services for the City of Willows, then all Willows Officers would need to



be terminated on the EDI system of POST. The Sheriff's Office would need to appoint those hired and make the appropriate appointed entry on the EDI system. Following the contract concept all Willows Officers would be new hires and therefore would have full requirements pertaining to backgrounds, physiological testing, and medical testing. Other exams such as Polygraphs, etc. if required by the agency (Sheriff's Office) would need to be administered. All new hires (as is

normal procedure) would be audited at the next agency audit."

"As to POST training, such training of these new "deputies" would be the responsibility of the Sheriff's Office and any reimbursements or other POST funds would go to the

Sheriff's Office. There would not be any relationship between POST and the City of Willows, since there would not be a Police Department."

Another item of consideration is that with the Police Department goes all grants, COPS, DOJ, SLESF and other state and federal funding. They are police department (law enforcement) specific and would now go directly to the Sheriff's Office. The Sheriff's Office would then have control and discretion for the use of such funds outside of the contract.

FINDING: UNLESS THERE ARE OTHER UNKNOWN FACTORS NOT AVAILABLE FOR THIS STUDY, IT DOES NOT APPEAR ECONOMICALLY SOUND TO DISCARD THE POLICE DEPARTMENT AND CONTRACT WITH THE SHERIFF'S OFFICE.

Other impacts include that all equipment, vehicles, radios, computers, weapons, 1033, program equipment, Homeland Security equipment etc. becomes the property of the Sheriff's Office. Most of this equipment was purchased or obtained through funds that were specifically for law enforcement and therefore would by law be required to be transferred to the Sheriff's Office. This includes equipment obtained by the Police Department and currently used by other city departments (tractor-trailer, generators, etc.)

Another cost would be dealing with the various computer and phone lines and systems used by the department. They would also require to be converted over to the Sheriff's Office.

One last issue is that to create a contract with the Glenn County Sheriff's Office the city is changing the working conditions for its employees. Therefore if the city elects to pursue the contract concept there is the immediate need to bring the WPSA to the table on this issue. Rialto Police Benefit Association, v. City of Rialto and County of San Bernardino 155 Cal. App. 4th 1295; 66 Cal. Rptr, 3rd 714; 714; 2007 Cal App. Lexis 1653; 182 L.R.R. M. 2971. Meet and confer between city and officers union is required to contract law enforcement services to outside source.

Robert Nichelini, Chief of Police, Vallejo points out "Disbanding a police department requires the City to meet and confer with current employees. It could take years to litigate a failure to agree."

To conclude this section I quote Chief Dave Hinig, Sierra Madre. "Finally, one important aspect to remember about contracting is that if the decision is made to disband the Department and contract for services, then the Department goes away forever." The costs associated with initiating or reactivating a police department are tremendous, and cost prohibitive for any city other than one that is fiscally well situated. For example, in

trying to start (or restart) a department, the city has to create (or recreate) an entire infrastructure, including facilities, vehicles, equipment and staff.”

3. What are the advantages and disadvantages of contracting law enforcement services?

Let us first address the advantages **IN NOT CONTRACTING** and in keeping the Willows Police Department vs. contracting. These bullets are based on data gathered during research.

- Maintain local control of law enforcement services
- Input on recruiting and hiring
- Input on promotions
- Direct input on community priorities by council
- Officers are city employees
- Careers are focused as Willows Police Officers
- Code enforcement functions would continue
- Local employees – local city interest – specific interest in care of city/crime
- Same service level – less expensive (less cost), current cost. Misbelief cost savings are controlled by direct input
- Chief – direct input, accountability and response by permanent chief
- Ownership – greater participation of police in “their” community. Perception of security
- Local public events involvement – parades/displays/booths/ etc.
- Willows Police is Community Oriented “based” policing
- Local fiscal responsibility (direct input of cost analysis)
- No future start up costs (12 to 18 months to recreate PD)
- WPD is full service agency



- Local programs – crime prevention
- Crime clearance rate – percentile aspect the Willows Police Department is clearing more crimes with arrests than Glenn County Sheriff's Office.
- Community has higher-positive feelings relating to security – safety by public is higher.

Disadvantages in going with a contract with Glenn County Sheriff's Office

- Non local control of law enforcement services
- No input on selection and hiring of personnel
- No input on promotional aspects of agency
- Indirect input on community priorities
- Deputies are county employees
- Deputies are focused on county career development
- County (deputies) not responsive to code enforcement
- Non local employees – just another beat – rotational in and out
- Same service level – more expensive (more cost), maintain cost = less personnel. Misbelief future cost savings by having county assume (will be pass through cost from county to city – higher salaries w/o benefit of sitting at table)
- No sense of local ownership – lack of perception of security
- Sheriff Lieutenant (or Captain) as Chief – two pronged leadership (city and Sheriff)
- Sheriff is traditional law enforcement concept (response)
- Not local fiscal responsibility (instead to county)(no direct input on future fiscal impact)
- Restart costs associated if City wants to restore PD (prohibitive)
- Sheriff is not full service agency. Do not do/not trained in traffic accident investigation. If contract with city were to occur all deputies would have to

attend training on accident investigation, radar and other traffic related courses.

- No local programs – crime prevention
- Crime clearance rate – lower arrest clearance rate per capita

FINDING: THE DISADVANTAGES IN CONTRACTING AND THE ADVANTAGES FOR MAINTAINING THE WILLOWS POLICE DEPARTMENT CLEARLY SHOW CONTRACTING FOR LAW ENFORCEMENT SERVICES IS NOT THE DIRECTION TO FOLLOW.

CONCLUSION:

- 1. Are the citizens of Willows receiving law enforcement services consistent with community needs or would they be better served by the Sheriff?**

A. The residents are receiving superior law enforcement services at a lower cost than could be provided by the Sheriff. By contracting there are no new services not already provided that would benefit the residents of Willows.

No direct local control or input in department operations coupled personnel selection, promotions, etc.

- 2. Will the City of Willows sustain true economic savings by contracting with the Glenn County Sheriff's Office?**

A. Using the criteria of maintaining the same services the Sheriff's Office cannot match the cost factors. The Sheriff's (deputies, etc.) personnel are the highest paid in the county while the City of Willows employees (officers, etc.) are the lowest paid the county. Hour for hour the Willows Police Department is more fiscally conservative than the Sheriff's Department.

Additionally other costs associated with changing would cause the city to face other immediate fiscal impacts. These include requirements for backgrounds, psychological and medical exams (approximately \$2000 to \$3000 per employee) What are the advantages and disadvantages of contracting law enforcement services?

Future contract costs will increase as years go by. Future costs will be simply added to the bill without representation. Prime example of this concept is the dispatch contract.

Concepts of county tax payers subsidizing the city by the Sheriff underbidding actual costs would be unacceptable by county residents that are already not pleased with current lack of patrol, etc. Not a sound political move by Sheriff.

Concept of City taxpayers subsidizing the county by extending the patrol area (include the sphere of influence) would lessen the service to the city residents and therefore would not be acceptable. Not a positive decision for elected officials regarding spending city money on county services.

This is not the same as dispatch or animal control in that both of those contracts support city oriented operations. This would be specifically conducting county duties on the city dollar.

If the city elected to move in this direction they would have to open discussions and negotiations with the Willows Public Safety Association for change in work conditions. Such talk may include movement of personnel to Sheriff's Office, cash outs, and possibility severance packages.

3. What are the advantages and disadvantages of contracting law enforcement services?

A. The answers to this question are clearly outlined in the analysis section. The bottom line is ownership, accountability and local control.

Many contracted city residents do not feel a sense of ownership and some cases feel like they are occupied by an outside agency or force. It is felt that the residents of Willows would have some of the same feelings.

The advantages in keeping the police department are service quantity and quality oriented. Currently the Sheriff's Office is facing negative public comments regarding services.

It also turns out that it is fiscally cheaper or less costly to maintain the Willows PD then contract with the Sheriff.

General Comments:

A recent movement by several police agencies to the Sheriff's Offices was beneficial in that in those cases the total benefit cost of the police officers were significantly higher than the Sheriff's Offices. In those cases there was an immediate savings. Another positive circumstance was that by going to the Sheriff's Office that the depth of support services of those agencies would add additional services to the municipal residences. In those cases it was truly a wise investment of city funds to either save funds, or gain the services of a much larger in-depth agency.

In this case it is neither. The Sheriff's Department costs more hour for hour. Further the Sheriff's department does not have deep resources that are not currently available to the City of Willows at no cost. At the same time the City of Willows renders aid to the Sheriff's as part of the triad of agencies supporting each other.

The last comment is to clearly understand that to go to a contract could be a road of no return. It has been found that starting or restarting a police department is extremely costly. Estimates heard have been roughly the cost to start a police department can be figured at twice if not thrice the annual operational cost. With that in mind to contract today and later desire to start the Willows Police Department again would cost roughly 2.5 to 3.5 million dollars. So if contract is the decision understand it may be permanent.

RECOMMENDATION:

Read study

REFERENCED QUOTATIONS:

Dave Young Interim Chief, Turlock PD Three pitfalls: "first... contract cities sign a contract with the Sheriff for all law enforcement services. The initial agreement will require bargaining to bring Willows Officers onto the Sheriff's Office as Deputies" ", Some Sheriff's underbid and do not charge full amount to sweeten

the contract. As years went by the economy soured, the new sheriff was forced to increase the city's share of costs, bringing them more in line with reality.... Resulting in sticker shock for the cities". Second "we all perform mutual aid to allied agencies. However, regardless of what the Sheriff says about Willows having "dedicated" officers who will patrol in Willows, the natural order of things is if the Sheriff needs to bolster his rural force... he has a ready pool of officers/deputies in Willows." Third, "Despite whatever the Sheriff says that his "Chief" in Willows takes orders from Willows... that won't happen either if it a city versus county issue. The "Chief" is still employed by the Sheriff and therefore owes his/her allegiance to the Sheriff."

C Mestas, Police Chief, Hanford, (formerly 28 years - Fresno County Sheriff's Office) "The Sheriff's Department has had a number of contract cities including Mendota, Orange Cove, Huron and San Joaquin. All with the exception of San Joaquin have gone back to their own Police Departments. San Joaquin did not mainly because the Western Fresno County Substation is located there. Deputies are in and out of the city all day and night." "The reason for cities to change back has been that deputies do not have ownership of the city and its residents. Most do not like working in towns. City Councils as well as city managers do not have control over a Sheriff who is elected. THERE IS NO REAL ACOCUNTABILITY FOR DEPUTIES as you would with your own officers."

Jack Amoroso, Police Chief, Avenal PD (formally Kings County Sheriff's Lieutenant – Avenal Chief) "Since Deputies will now be doing "police work" that means tickets and accident investigations, not their thing. If your community is use to Community Oriented Policing, the Deputies will have a large learning curve. "

"The City of Avenal got tired of the former Sheriff ignoring them and took action in 2010 to build the own PD from scratch. Your community will be subject to the Sheriff caring about the level of enforcement that the SO thinks they should have or can afford."

Robert Nichelini, Chief of Police, Vallejo "When actual costs comparison were made there was no money to be saved. The Sheriff's initial "proposal" to the city looked cheaper, but they failed to include substantial overhead costs. Due to the County's actual overhead charges, it actually ended up costing more."

"Disbanding a police department requires the City to meet and confer with current employees. It could take years to litigate a failure to agree."

"Loss of local control, Officer unfamiliar with city."

Dan Watson, Chief of Police, Mammoth Lakes “Loss of local control – In a small agency, you decide who to hire, who to promote, where to assign people. In a contract agency the Sheriff makes those decisions. You will probably have a say, or at least a recommendation about who is station commander, assuming you keep a local station. When a deputy is promoted to sergeant he will be transferred to another assignment. You will not have people who spend their career working for your city.”

“Less control over budget - Sheriff will bill based on the number of deputies you want patrolling your city.” “It’s based on their personnel cost.” “If your County has a good year and they approve a generous salary adjustment in their MOU, the costs are passed on to you.” “You have no control over this and it may result in either finding the money you don’t have, or cutting back services.”

“I don’t know what the relationship between the police and the residents is in Willows, but in South Pasadena the residents really liked having their own police department. We were Mayberry where everyone was Officer Bill. “Styles of policing are unique to our community that we and the community get to decide.”

George Mitchell, Chief of Police, Guadalupe “We just went through this. Ironically, and the end of the day it was more cost effective to keep the PD.”

“Having the Sheriff provide L/E services is no longer the deal it once was. They are charging for every paperclip and the real issue is how these costs rise once you’re locked in as a contract city. Once you contract, the cost to state a PD back up is prohibitive. You’re literally locked in and the only option is to look for another agency to provide the contract.”

Kay Reeves, Secure Technology “When Compton disbanded it had 155 police officers. The contract only called for 70 deputies. In ten months the city paid 10 million dollars. In 10 years the yearly contract was 25 million dollars per year. There was an 85% increase in 10 years.” “The Sheriff can refuse to perform certain duties such as parades, street fair activities in the park that are currently provided.”

“It will look good on paper because the figure is low just for basic services. But as the year go on the city realized it needs more services and that is when they find out that they really can’t save. There has never been a city that has saved by contracting.

Richard D. Miller Esquire, “Regionalizing Police Services” “Many advantages have been identified in support of consolidation or regionalization of police services Regionalization results in uniformity and consistency of police

enforcement, improvements in the coordination of law enforcement services, better distribution and deployment of police personnel as well as reduced costs. In addition, economies of scale may be achieved by reducing the total number of officers needed, the number of police vehicles, and other equipment needed, as well as consolidation of departmental headquarters.”

“This is not to say that there is no downside to regionalization of police services. First is the loss of local non-enforcement services. Many departments have officers who perform duties that are not appropriately classified as police functions.”

“Local control is a factor, where most regionalization’s address this by forming JPA’s (Joint Powers Agreement) or other such over site committees. These allow local concerns to be introduced and implemented. Failure to have an over site organization like a JPA is a surrender by local government to another organization of law enforcement duties. Contractual arrangements are not regionalizations, they are contractual arrangements to provide the services.”

Tom Esensten and Richard Thomas, “City of Tehachapi Police Services Analysis”. A community meeting was held concerning either forming a Police Department or retain the Sheriff for policing services. Upon hearing the desire that the crowd wanted a PD they asked the following questions and comments were obtained which were included in their report. “What are your expectations for policing services in Tehachapi?” The answers were “quality of life, creates job opportunities, work with children, would want to know the costs, want their personal contact with human touch, more work with schools, want help keeping Tehachapi a quaint mountain community, make sure the approach is integrated so both departments talk to each other, take back our streets – traffic, local control – priorities, cost control, control of type and level of service, use reserved and citizen involvement, i.e. Neighborhood Watch, responsiveness to crimes, good service, the PD’s first priority is to the citizen’s of Tehachapi, want to be safe, want to be able to talk to officers.”

“If you had your own PD, what would you get that is different from what you get now?” The answers were; “Local control, want them to do their job, better response to needs, driving by and visibility.”

“How will future changes impact the need for Police Services?” The answers were; Require more officers, more crime, more traffic, more gangs.”

“What additional services do you need or want?” the answers were; “Station physically operated or at least local to call, school resources officer, Animal

Control, quicker response, increased education and preventive programs, more parking enforcement, off road vehicle enforcement, gang and drug enforcement.”

Dave Hinig, Interim Chief of Police, Sierra Madre “Cost is the primary reason for considering an external contract. Associated with cost savings is the concept of “managing convenience”. What this means is that the City does not have the headaches of managing one-third of its existing workforce.”

“Labor contracts, personnel management, training, and the scores of other incidental aspects of directing police operations are eliminated from daily oversight when using contract law enforcement. However when local control ends, one of the most important aspects of cost management falls into the hands of the service provider. This is the issue of controlling the labor contract. Although officials in Sierra Madre may have some input with the service provider into negotiating labor contracts, that influence will be minimal.”

“Some persons have the misperception that when a contract agency takes over a department, that existing employees are simply assimilated in the workforce by the contractor. Nothing could be further from the truth. All persons who are hired have to meet every standard and qualification required by the new employer and no contractor can negotiate around the legal requirements of qualifying for a position, especially one so well regulated as police officers.”

“A long term problem arises because the initial savings will diminish each year because the contract agencies have higher personnel costs. Those costs will be passed on to Sierra Madre each time the service provider negotiates a new contract with its labor groups.”

“Finally, one important aspect to remember about contracting is that if the decision is made to disband the Department and contract for services, then the Department goes away forever. The costs associated with initiating or reactivating a police department are tremendous, and cost prohibitive for any city other than one that is fiscally well situated. For example, in trying to start (or restart) a department, the city has to create (or recreate) an entire infrastructure, including facilities, vehicles, equipment and staff.”

“As an entity, it is well entrenched with the community and both the residents and business person in the city have an expectation that interaction with their police officers will be of a personal nature. They expect rapid response time and officers who are intimately familiar with the “hometown” culture.”

Michael Gomez, Consultant, Peace Officer Standards and Training “If two agencies were to merge into a single agency there is the requirement that such

action need to be accomplished by Resolution by both the City and County, thereby creating one agency. If this merging is created neither agency is disbanded. In this case officers can be assimilated into the new agency without having new backgrounds, psychological, or medicals.”

“If the Willows Police Department Services are contracted (not merged) whereas the Willows Police Department no longer exists and Sheriff’s Office conducts contractual full law enforcement services for the City of Willows, then all Willows Officers would need to be terminated on the EDI system of POST. The Sheriff’s Office would need to appoint those hired and make the appropriate appointed entry on the EDI system. Following the contract concept all Willows Officers would be new hires and therefore would have full requirements pertaining to backgrounds, physiological testing, and medical testing. Polygraphs, etc. if required by the agency (Sheriff’s Office) would need to be administered. All new hires (as is normal procedure) would be audited at the next agency audit.”

“As to POST training, such training of these new “deputies” would be the responsibility of the Sheriff’s Office and any reimbursements or other POST funds would go to the Sheriff’s Office. There would not be any relationship between POST and the City of Willows, since there would not be a Police Department.”

Deborah Spence, Barbara Webster, Edward Conners, COPS, “Guidelines for Starting and Operating a New Police Department” Wrong reasons for change include; “Elected official has a personal issue with the Chief and/or Police Department, Current police services provider has mishandled a single event, existing Chief or police department has arrested, investigated or enforced the law against an influential local person, a major crime, such as kidnapping or homicide, has elevated fear of crime among residents.”

“Political support for change is essential, but this is not the same as one or two public figures seeking to “punish” the current police provider.”

“Consolidate police service or agencies. Pooling police resources with other cities or towns can be a complex undertaking, but some communities have been able to take advantage of the economies of scale that various consolidations options provide without sacrificing too much local identity and control. A concept that gained some popularity in the 1970’s was to combine police, fire and emergency medical service (EMS) under the umbrella of a public safety agency. Police Officers cross trained as firefighters and EMS technicians.”

REFERENCES:

Jay Varney, Chief of Police, City of Chowchilla

Joseph Rouzan, Analyst, LASD retired

Jack Amoroso, Chief of Police, Avenal PD

Dave Young, Interim Chief of Police, Turlock PD

C Mestas, Police Chief, City of Hanford

Dan Watson, Chief of Police, Mammoth Lakes

Jack Amoroso, Police Chief, Avenal PD (formally Kings County Sheriff's Lieutenant – Avenal Chief)

Robert Nichelini, Chief of Police, City of Vallejo

Steve Smith, Chief of Police, City of Blythe

Jeff Kermode, Acting Chief of Police, McFarland Police Department

Jim Tasa, Chief of Police Pacifica Police Department

George Mitchell, Chief of Police, Guadalupe

Paul Nanfriedo, Chief of Police, City of Red Bluff

Nick Baldivas, Chief of Police, King City

Anthony Miranda, Captain/Acting Chief, Compton

Marilyn Diaz, Chief of Police, City of Sierra Madre

Ken James, Chief of Police, City of Emeryville

Brian Foley, Captain/Acting Chief of Police, Union City

Craig Clausen, Interim Chief of Police, Clearlake

Kay Reeves, Analyst, Secure Technology

Richard D. Miller, Esquire "Regionalizing Police Services"

Tom Esensten and Richard Thomas, City of Tehachapi Police Services Analysis.

LexisNexis Rialto Police Benefit Association, v. City of Rialto and County of San Bernardino 155 Cal. App. 4th 1295; 66 Cal. Rptr, 3rd 714; 714; 2007 Cal App. Lexis 1653; 182 L.R.R. M. 2971

Dave Hinig, Interim Chief of Police, Sierra Madre

Michael Gomez, Consultant, Peace Officers Standards and Training

Deborah Spence, Barbara Webster, Edward Conners, COPS, "Guidelines for Starting and Operating a New Police Department"

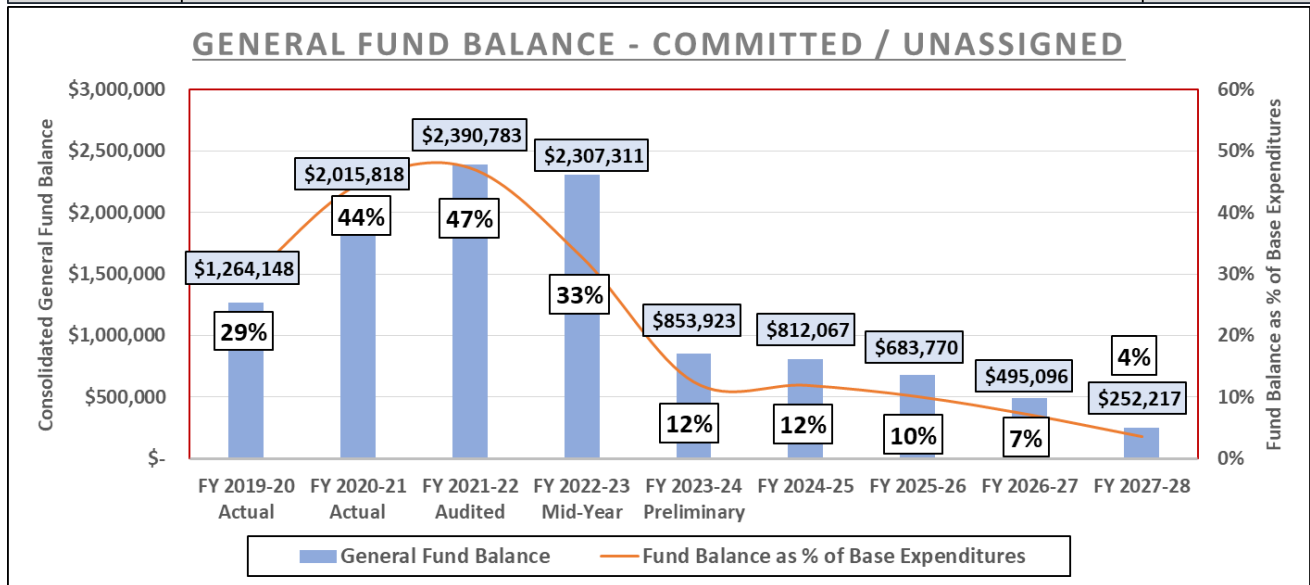
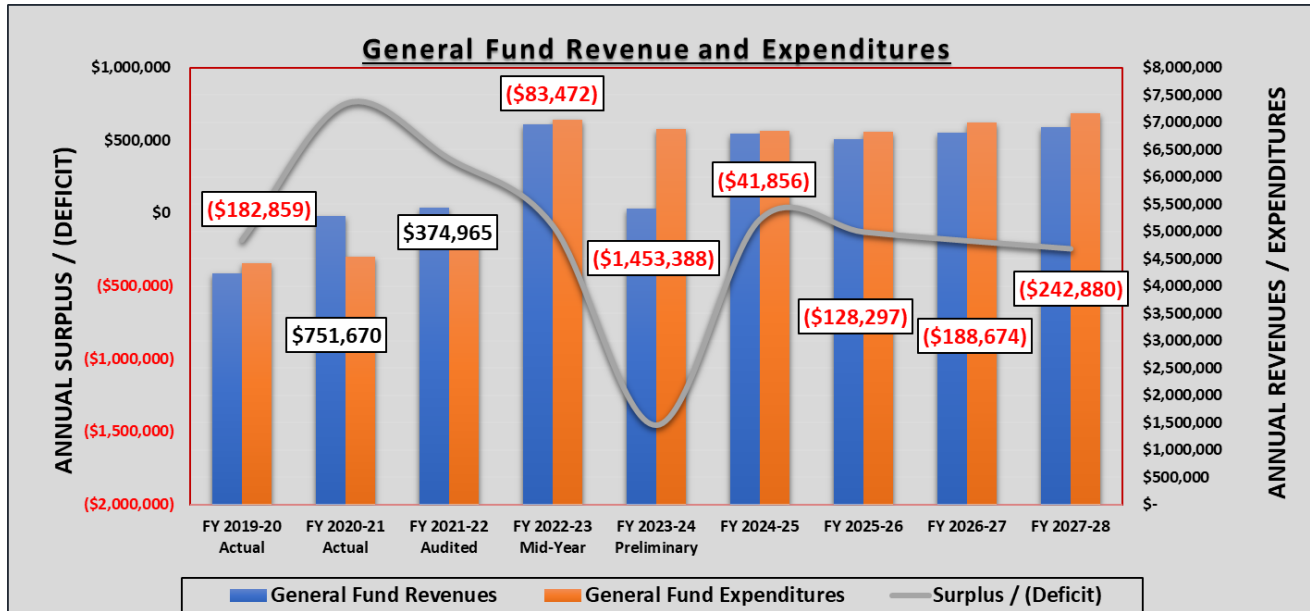
NOTATIONS: All reference materials available upon request.

City of Willows
Proposed Sheriff Contract / Transactions Tax / CalPERS UAL – Impact on General Fund / Reserves
Prepared: November 13, 2023

Assumptions built into forecast (impacts to FY 2023-24 Adopted Budget):

- Sheriff contract set at \$2,570,000 beginning in FY 2023-24 – increase of 3% per year thereafter.
- Eliminate full-time Recreation Manager (return to part-time).
- Eliminate Swimming Pool funding from General Fund (\$200,000 in ARPA / \$100,000 in General Fund Reserves).
- Add 1% Transactions & Use Tax (extra Sales Tax) beginning July 1, 2024 (based on HdL projections).
- Update CalPERS Unfunded Liability Payments required beginning FY 2024-25 (new UAL payments).

Results:



Observations:

- Deficit of approximately \$1.45 million in FY 2023-24 due to increase in Sheriff contract cost.
- Deficits between \$42,000 and \$242,000 from FY 2024-25 to FY 2028-29 (systemic increase in deficit) – with proposed additional sales tax from transactions tax effective July 1, 2024.
- General Fund Reserves (Fund Balance) wane to \$252,000 in FY 2027-28 (essentially exhausted).



Date: November 28, 2023

To: Honorable Mayor and Councilmembers

From: Marti Brown, City Manager

Subject: Fiscal Emergency – City Finances, Educational Action Plan

Recommendation:

Review and discuss potential Educational Action Plan (“Plan”) objectives and message regarding the City’s finances, make amendments as necessary and/or propose a new message, and approve a City finance education Action Plan message.

Rationale for Recommendation:

Since the Council declared a fiscal emergency on October 10, 2023, and placed a 1% sales tax on the March 5, 2024, ballot, it is relevant to clarify and explain the City’s fiscal circumstances to the public.

Background:

In July of 2023, the City started the fiscal year with a structural deficit of more than \$400,000. After the results of negotiations with the Sheriff’s Office for a new law enforcement services agreement that jumped by nearly \$1 million in fiscal year 2023-24, the City’s new structural deficit is approximately \$1.4 million. As a result of the extreme increase in the city’s structural deficit and because the City would run out of reserves during fiscal year 2024-25, on October 10, 2023, the Willows City Council declared a fiscal emergency and authorized the City Manager to place a 1% sales tax measure on the March 2024 Presidential Primary ballot.

At the November 14, 2023, City Council meeting, staff presented and proposed an Educational Action Plan in an effort to highlight and clarify the City’s fiscal circumstances to the public. As a result, the Council directed staff to return with proposed Action Plan message(s) at the November 28, 2023, City Council meeting.

Discussion & Analysis:

In an effort to launch an Educational Action Plan regarding the City’s financial circumstances, staff recommend developing campaign objectives and a consistent message. To that end, staff has prepared the following draft Plan objectives:

- Objective 1:
Increase public awareness and understanding of the City’s current financial circumstances and

its budget today and in the immediate future.

- Objective 2:
Elevate the public's awareness and understanding of the urgent need to increase city revenues immediately.
- Objective 3:
Increase awareness of city revenue sources and expenditures.
- Objective 4:
Dispel myths about city revenues and expenditures.

Based on these Plan objectives, staff developed a variety of messages that reflect various possible approaches to the Action Plan depending on the Council's perspective. They are not all intended to, necessarily, resonate with the entire Council. The intent is to provide different approaches to the Educational Action Plan process in an effort to generate substantive dialogue amongst the Council and home in on one primary message and possibly a sub-message (if necessary). To that end, please review and consider the following potential messages and/or propose other messages:

- Police, Fire, and Public Works – Core city services that we can't live without.
- Increased Local Revenue = Local Control and Accountability
- Increased Local Revenue = Investing in Ourselves and Our Future
- Increased Revenue = Consistent city services, stable public safety, more recreation programs for our youth, and improved roads and parks.
- With sustainable revenues and enhanced city services, we can create the future we all want for our youth, seniors and each other.
- With increased revenues, the City can maintain public safety, public works and other critical city services.
- The City's current revenues cannot sustain critical city services, including public safety, beyond 2024.
- We need a long-term, financial revenue and expenditure plan that we can count on, control, and be proud of.

Fiscal Impact:

There is no fiscal impact.



Date: November 28, 2023
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Carolyn Walker, City Attorney
Subject: Legal Opinion – Gift of Public Funds

Recommendation:

Consider waiving the attorney-client privilege and authorizing the City Manager to publicly notice the City Attorney’s legal opinion regarding a gift of public funds and/or place it on the December 12, 2023, City Council agenda for further discussion and comment.

Rationale for Recommendation:

There has been considerable discussion and assertion that the prior law enforcement agreement was a gift of public funds, and that the new agreement is not. The City Attorney’s legal opinion may assist the Council and public to better understand what constitutes a gift of public funds.

Background:

Since June of 2023 when the City started negotiating a new law enforcement agreement with the Glenn County Sheriff’s Office, it has been asserted that the City was and has been receiving a “gift of public” funds by underfunding the 2017 five-year law enforcement agreement with the Glenn County Sheriff’s Office.

Discussion & Analysis:

The City Attorney’s legal opinion on the matter is intended to clarify what constitutes a gift of public funds and dispel any misconceptions on the topic.

Fiscal Impact:

There is no fiscal impact.



Date: November 28, 2023
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Requested by: Councilmember Hutson
Subject: City Hall - Holiday Closure

Recommendation:

Reconsider closing City Hall and all non-emergency services on December 27, 28 and 29 (between Christmas and New Year's Day).

Rationale for Recommendation:

With the exception of the City Clerk and the Community Development & Services Director, all other City Hall staff are taking vacation leave the week of December 25 and do not plan to work. Should the Council wish to keep City Hall open for these three days, one or both employees will have to remain at City Hall (as they are also the backup staff for the phones and counter). Should City Hall be closed, there is no fiscal impact to the City as all city employees use Vacation Leave and/or Compensatory Time Off for this leave.

Background:

For the past two calendar years, City Hall has closed during the December holidays. In 2022, with the election of a new Council, the December closure was rescinded.

Discussion & Analysis:

Historically, the week of Christmas has been very slow at the front counter and on the phones. For example, the last time that City Hall was opened during the week between Christmas and New Year's Day in 2020 (which was a four-day work week), there were three building permits pulled. In 2019 and 2018, respectively, there was one permit pulled during the same holiday week.

As in most cities, there is very little building and planning activity during the week of Christmas and New Year's. Staff anticipates no significant impact and/or inconvenience to the public by closing City Hall December 27, 28 and 29. In addition, an on-call employee would be available for emergency permits (e.g., sewage) and this information would be publicly noticed and available on the City's website and Facebook page.

Fiscal Impact:

There is no fiscal impact as all City employees use Vacation Leave and/or Compensatory Time Off to take this time off and not work.



Date: November 28, 2023
To: Honorable Mayor and Councilmembers
From: Amos Hoover, City Clerk
Subject: 2024 Council Meeting Calendar & City Hall Closure Schedule (Holiday)

Recommendation:

Approve and adopt the 2024 City Council Meeting Calendar and City Hall Closure Schedule.

Rationale for Recommendation:

It is considered a best practice in municipal clerking to adopt an annual City Council meeting calendar and schedule for purposes of planning City Council and staff work, as well as public transparency.

Background:

It is a standard best practice in municipal government to approve the annual City Council meeting calendar and schedule for the following calendar year. Typically, consideration and approval of the calendar schedule occurs in December. Staff have agendized the review and consideration of the 2024 meeting calendar at the November 28 Council meeting in case the Council wishes to continue the item and consider it at the December 12 meeting.

Discussion & Analysis:

By adopting an annual city council meeting calendar and schedule, the Council and City staff may better plan the Council's workload, special meetings, changes in the meeting schedule and Council recesses allowing for ample public notification of the Council's meeting calendar and transparent communication.

Staff recommends canceling the second meeting in December (e.g., Christmas Eve). While not shown on the proposed meeting calendar schedule, Council may wish to also consider closing the week of Christmas (December 23 – 27) as City Hall will be closed on December 24 and 25 (a Tuesday and Wednesday). Should the Council wish to consider a weeklong closure during the Christmas holiday, please note that the Fire Department is exempt from any closure as they provide essential services, and a rotating Public Works employee would also be on call 24/7 during this time frame. In addition, it's worth noting that staff would willingly and enthusiastically use vacation, compensation and/or unpaid leave during this closure.

Lastly, it is typical for City Councils to take a summer recess and cancel one or two consecutive City Council meetings in August (e.g., City of Chico). A proposed recess is not included in the attached calendar; however, should the Council wish to consider it, the addition could be made during the Council motion.

The proposed 2024 City Council Meeting Dates include:

- January 9
- January 23
- February 13
- February 27
- March 12
- March 26
- April 9
- April 23
- May 14
- May 28
- June 11
- June 25
- July 9
- July 23
- August 13
- August 27
- September 10
- September 24
- October 8
- October 22
- November 12
- November 26
- December 10

The 2024 City Hall Closure Dates and approved holidays include:

- January 1
- January 15
- February 19
- May 27
- July 4
- September 2
- November 11
- November 28-29
- December 24-25

Fiscal Impact:

There is no fiscal impact.

Attachments:

- Attachment 1: Resolution XX-2023
 - Exhibit A – 2023 Council Meeting and Calendar Schedule



**City of Willows
Resolution xx-2023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS
ESTABLISHING THE 2024 CITY COUNCIL MEETING CALENDAR AND SCHEDULE**

WHEREAS, the City Council of the City of Willows (City) currently meet on the Second and Fourth Tuesdays of each month at City Hall in the City of Willows; and

WHEREAS, the City Council of the City of Willows also cancels Regular Meetings and holds Special City Council Meetings from time to time; and

WHEREAS, the Willows Municipal Code Section 2.04.050 (2) requires that the City Council set their Dates, Times, Places and Frequency of their Regular Meetings; and

WHEREAS, it is common practice in municipal government to adopt a Council Meeting Calendar and Schedule for the calendar year.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council of the City of Willows, California shall adopt the City Council Meeting Calendar and Schedule for Regular Meetings of the City Council in Calendar Year 2024 as listed in Exhibit A.
2. Nothing herein shall restrict the ability of the City Manager to set the time, and location for each meeting or exercise discretion otherwise provided for in City Council Resolution No. 44-2021 (November 23, 2021).

PASSED AND ADOPTED by the Willows City Council this 28th day of November 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTESTED:

Rick Thomas, Mayor

Amos Hoover, City Clerk

Attachment: Exhibit A - 2024 Council Calendar and Meeting Schedule



2024 COUNCIL CALENDAR & MEETING SCHEDULES

City of Willows

JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3						1	2		1	2	3	4	5	6
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9	7	8	9	10	11	12	13
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16	14	15	16	17	18	19	20
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23	21	22	23	24	25	26	27
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30	28	29	30				
MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1		1	2	3	4	5	6					1	2	3	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31
							30																				
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1	2	1	2	3	4	5	6	7
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

CITY COUNCIL MEETINGS
CITY HALL CLOSURES



Date: November 28, 2023
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Requested by: Councilmember Hansen
Subject: Public Safety Ad Hoc Committee – Proposed Name Change

Recommendation:

Approve name change of the Public Safety Ad Hoc Committee to the Law Enforcement Services Ad Hoc Committee.

Rationale for Recommendation:

The Public Safety Standing Committee and the Public Safety Ad Hoc Committee have nearly identical names that may result in confusion and misunderstanding regarding the roles and responsibilities of the two committees, as well as noticing requirements. By changing the name of the Ad Hoc Committee, the two committees may more easily be distinguished and reduce confusion over their individual purview.

Background:

The Public Safety Committee was created several years ago to respond to immediate needs and address localized public safety issues (e.g., Safe Routes to School, lack of stop signs, speed bumps). In contrast, the recent Public Safety Ad Hoc Committee was established to address the future of law enforcement in the City of Willows (e.g., the law enforcement agreement with the Glenn County Sheriff's Office, establishing a new PD).

Discussion & Analysis:

By changing the name of the current Public Safety Ad Hoc Committee to the Law Enforcement Services Ad Hoc Committee, the city will reduce any confusion and/or misunderstanding regarding the purview of the two committees in terms of roles and responsibilities.

Fiscal Impact:

There is no fiscal impact.



COMMENTS AND REPORTS



CLOSED SESSION