



Willows City Council Regular Meeting

April 08, 2025
Willows City Hall
6:00 PM

City Council
Evan Hutson, Mayor
Rick Thomas, Vice Mayor
Gary Hansen, Council Member
Lorri Pride, Council Member
Matt Busby, Council Member

City Manager
Marti Brown

City Clerk
Karleen Price

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

Agenda

Watch the Council meeting online via Zoom: <https://us06web.zoom.us/j/83847069540>

Remote viewing of the City Council meeting for members of the public is provided for convenience only. In the event that the remote viewing connection malfunctions for any reason, the City Council reserves the right to conduct the meeting without remote viewing.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CHANGES TO THE AGENDA**
5. **CEREMONIAL MATTERS**
 - a. **Proclamation – National Child Abuse Prevention Month**
 - b. **Proclamation – Sexual Assault Awareness Month**
 - c. **Proclamation – National Volunteer Week**

6. **PRESENTATION**

a. **The Transition of Childhood**

Recommended Action: Receive a presentation from Dr. Jared Garrison on the struggles our children are facing and how we can help them.

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

7. **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: cityclerk@cityofwillows.org.

a. **Register Approval**

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

Contact: Joanne Moore, Finance Director, jmoore@cityofwillows.org

b. **Minutes Approval**

Recommended Action: Approve the March 25, 2025, meeting minutes.

Contact: Karleen Price, City Clerk, kprice@cityofwillows.org

c. **Letter of Opposition – Transit Oriented Development**

Recommended Action: Approve a letter of opposition for SB 79 – Transit-Oriented Development.

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

d. **Notice of Completion for the Jensen Park Pathway Improvement Project**

Recommended Action: Approve a Resolution accepting the improvements associated with the Jensen Park Pathway Improvement Project and authorize the filing of the Project's Notice of Completion.

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

e. **California Water Service – Billing Fee Amount**

Recommended Action: Authorize the City Manager to execute a contract amendment with California Water Service to increase the billing fee 2.5% for commercial accounts, from \$2.13 to \$2.18, effective January 1, 2025.

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

8. DISCUSSION & 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 as each agenda item is reviewed and discussed by Council. 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: cityclerk@cityofwillows.org.

a. **Planning Commission Appointments**

Recommended Action: Accept the Council Ad Hoc Committee of Mayor Hutson and Councilmember Pride's recommendation to appoint Cristina Ocampo and R. Keith Corum to the Willows Planning Commission for the terms ending December 31, 2025, and December 31, 2027, respectively.

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

b. **City Contract Template**

Recommended Action: Adopt the proposed contract template as the City's standard contract of use for projects and/or services that exceed \$10,000.

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

c. **Children's Librarian Position**

Recommended Action: Staff recommends moving forward with hiring a part-time Children's Librarian to implement children's programs at the Willows Library.

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

9. COMMENTS & REPORTS

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

10. CLOSED SESSION

a. **Conference with Labor Negotiators (\$54957.6)**

Agency Designated Representatives:

Marti Brown, City Manager and Andrew Plett, City Attorney

Employee Organizations: General Bargaining Units, and Management

b. **Public Employee Performance Evaluation (§ 54957)**

Title: City Manager

11. ADJOURNMENT

This agenda was posted on April 3, 2025.

Karleen Price, 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 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.



CEREMONIAL MATTERS



Proclamation

National Child Abuse Prevention Month

WHEREAS, children are vital to Glenn County’s future success, prosperity, and quality of life, and every child deserves to grow up in a safe, loving, and nurturing environment; and

WHEREAS, child abuse and neglect remain significant concerns that have lasting detrimental effects on the well-being of children, families, and communities; and

WHEREAS, in 2024, Glenn County had 615 reports of child abuse and neglect, highlighting the ongoing need for education, prevention, and intervention efforts; and

WHEREAS, the Office of Child Abuse Prevention has designated “It Takes a Village” as the theme for Child Abuse Prevention Month 2025, recognizing that protecting children is a shared responsibility that requires the commitment of families, social services agencies, schools, faith-based organizations, law enforcement, businesses, and community members working together; and

WHEREAS, “It Takes a Village” emphasizes that every person has a role in protecting children, whether by supporting parents, mentoring youth, advocating for strong child welfare policies, or fostering environments where children feel safe and valued; and

WHEREAS, thriving children require connection, community, togetherness, support, and collective responsibility, and it is through these shared efforts that we can create safe and nurturing environments for all children; and

WHEREAS, research has identified key protective factors that reduce the likelihood of child abuse and neglect, including parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need, and social-emotional competence of children; and

WHEREAS, strengthening these protective factors through community involvement and support services helps families build strong foundations that promote safety, stability, and well-being for children; and

WHEREAS, effective child abuse prevention programs rely on collaboration to strengthen families, build resilience, and provide essential resources that help parents and caregivers navigate challenges before they escalate into crises; and

WHEREAS, wearing blue on April 4, 2025, for “Go Blue Day” served as a visible commitment to standing against child abuse and showing support for the well-being of all children in Glenn County.

NOW, THEREFORE, BE IT RESOLVED, that I, Evan Hutson, Mayor of the City of Willows and on behalf of the City Council and the Citizens of Willows, do hereby proclaim April 2025 as **Child Abuse Prevention Month** and encourage all residents to embrace the spirit of “It Takes a Village” by working together to protect children, strengthen families, and build a safer, healthier community for all.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of April 2025.

Evan Hutson, Mayor



Proclamation

Sexual Assault Awareness Month

WHEREAS, sexual Assault Awareness Month (SAAM) is observed each April to raise awareness about the widespread and devastating impact of sexual assault, support survivors, and promote education and prevention efforts; and

WHEREAS, sexual violence affects individuals across all ages, genders, races, and communities, and survivors often face emotional, physical, and psychological consequences that can last a lifetime; and

WHEREAS, every individual has the right to live in safety, free from the fear of sexual violence, and it is the shared responsibility of all members of society to work towards eliminating sexual assault and its harmful effects; and

WHEREAS, it is crucial to foster a culture of respect, consent, and equality, where survivors are supported, believed, and empowered, and where individuals who commit acts of sexual violence are held accountable; and

WHEREAS, support services, advocacy, and resources like the **Glenn County Victim/Witness Program** play a vital role in helping individuals heal and rebuild their lives; and

WHEREAS, raising awareness about the prevalence of sexual assault and promoting education on the importance of consent and healthy relationships is essential in creating a world where sexual violence is prevented, and survivors are never blamed or silenced.

NOW, THEREFORE, BE IT RESOLVED, that I, Evan Hutson, Mayor of the City of willows, on behalf of the City Council and the Citizens of the City of Willows, do hereby proclaim the month of April as **Sexual Assault Awareness Month**. I urge all individuals and organizations to join in this effort to raise awareness, educate others, and work toward ending sexual violence in our society. Together, we can make a lasting difference by supporting survivors, advocating for justice, and creating a future free from sexual assault.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of April 2025.

Evan Hutson, Mayor



City of Willows
Proclamation
National Volunteer Week

WHEREAS, National Volunteer Week is a time to recognize and celebrate the countless individuals and organizations who give their time, energy, and resources to make a positive impact in their communities and around the world; and

WHEREAS, volunteers are the heart of many organizations and initiatives, offering selfless contributions that help strengthen communities, support those in need, and enhance the overall well-being of society; and

WHEREAS, the spirit of volunteerism fosters a sense of unity and encourages people from all walks of life to come together in service to others, creating lasting change and strengthening the bonds of community; and

WHEREAS, volunteers support vital programs in education, healthcare, social services, the environment, and countless other areas that improve the lives of individuals and families in our community; and

WHEREAS, it is important to recognize the invaluable role that volunteers play in our society and to encourage others to join in the spirit of service, continuing the tradition of volunteerism that contributes to a better future for all; and

WHEREAS, the City of Willows would like to recognize the many volunteer organizations serving City and County residents that help make our community a supportive and welcoming place to live.

NOW, THEREFORE, BE IT RESOLVED, that I, Evan Hutson, Mayor of the City of Willows and on behalf of the City Council and the Citizens of Willows, do hereby proclaim the week of **April 20-26, 2025** as **National Volunteer Week**, and urge all citizens to recognize the valuable contributions of volunteers, express gratitude for their efforts, and support volunteerism by getting involved in local organizations, projects and initiatives.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of April 2025.

Evan Hutson, Mayor





PRESENTATION



PUBLIC COMMENT & CONSENT CALENDAR FORUM



City of Willows

Payment Register

APPKT00410 - 3-28-25 CHECK RUN

Bank: Gen Chk - General Checking

Vendor Number	Vendor Name	Total Vendor Amount	
	Void	0.00	
Payment Type	Payment Number	Payment Date	Payment Amount
**Void Check	55397	03/27/2025	0.00
**Void Check	55422	03/27/2025	0.00
**Void Check	55423	03/27/2025	0.00
**Void Check	55424	03/27/2025	0.00
**Void Check	55432	03/27/2025	0.00

Vendor Number	Vendor Name	Total Vendor Amount			
1008	A.T.& T.	1,178.29			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	55393	03/27/2025	1,178.29		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
000023204372	BAN - 9391061606 - 2-19-25 TO 3-18-25 SERVICE	03/24/2025	03/24/2025	0.00	78.62
000023204375	BAN - 9391061610 - 2-19-25 TO 3-18-25 SERVICE	03/24/2025	03/24/2025	0.00	264.11
000023204377	BAN - 9391061615 - 2-19-25 TO 3-18-25 SERVICE	03/26/2025	03/26/2025	0.00	161.03
000023204378	BAN - 9391061616 - 2-19-25 TO 3-18-25 SERVICE	03/24/2025	03/24/2025	0.00	291.75
000023204379	BAN - 9391061617 - 02-19-25 TO 3-18-25 SERVICE	03/24/2025	03/24/2025	0.00	31.65
000023204380	BAN - 9391061620 - 2-19-25 TO 3-18-25 SERVICE	03/24/2025	03/24/2025	0.00	228.17
000023204381	BAN - 9391061621 - 2-19-25 TO 3-18-25 SERVICE	03/24/2025	03/24/2025	0.00	30.09
000023204382	BAN - 9391061623 - 2-18-25 TO 3-18-25 SERVICE	03/24/2025	03/24/2025	0.00	62.78
000023204383	BAN - 9391061624 - 2-19-25 TO 3-18-25 SERVICE	03/24/2025	03/24/2025	0.00	30.09

Vendor Number	Vendor Name	Total Vendor Amount			
1051	ALVES DOOR COMPANY, INC.	1,470.30			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	55394	03/27/2025	1,470.30		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
10928	CIRCUIT BOARD-DOORS & WIRELESS KEYLESS ENTRY-FIRE	03/26/2025	03/26/2025	0.00	1,470.30

Vendor Number	Vendor Name	Total Vendor Amount			
1068	ANDY HEATH FINANCIAL SERV	3,630.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	55395	03/27/2025	3,630.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
25-02	FINANCIAL CONSULTING - 1-14-25 TO 3-16-25	03/24/2025	03/24/2025	0.00	3,630.00

Vendor Number	Vendor Name	Total Vendor Amount			
1172	CALIFORNIA WATER SERVICE	3,892.11			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	55396	03/27/2025	3,892.11		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1053836442-31125	SERVICE TO 3-5-25	03/24/2025	03/24/2025	0.00	113.29
8491677777-031425	SERVICE TO 3-5-25	03/24/2025	03/24/2025	0.00	3,778.82

Vendor Number	Vendor Name	Total Vendor Amount			
1243	CITY OF ORLAND	196.36			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	55398	03/27/2025	196.36		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2025-10	REIMBURSEMENT FOR EDISPACHES 4-1-25-9-30-25 -FIR	03/24/2025	03/24/2025	0.00	196.36

Payment Register

APPKT00410 - 3-28-25 CHECK RUN

Vendor Number 1252	Vendor Name CLEARWAY ENERGY LLC					Total Vendor Amount 8,258.29
Payment Type Check	Payment Number 55399		Payment Date 03/27/2025	Payment Amount 8,258.29		
Payable Number 1543954	Description FEBRUARY 2025 - SOLAR - SEWER	Payable Date 03/24/2025	Due Date 03/24/2025	Discount Amount 0.00	Payable Amount 8,258.29	
Vendor Number 1256	Vendor Name CODE PUBLISHING COMPANY					Total Vendor Amount 441.00
Payment Type Check	Payment Number 55400		Payment Date 03/27/2025	Payment Amount 441.00		
Payable Number GCI0016979	Description MUNICIPAL CODE - WEB UPDATE & NEW PAGES - CM	Payable Date 03/24/2025	Due Date 03/24/2025	Discount Amount 0.00	Payable Amount 441.00	
Vendor Number 1261	Vendor Name COMCAST CABLE					Total Vendor Amount 152.94
Payment Type Check	Payment Number 55401		Payment Date 03/27/2025	Payment Amount 152.94		
Payable Number 8155600290116196-031425	Description SERVICE 3-19-25 TO 4-18-25 - FIRE	Payable Date 03/26/2025	Due Date 03/26/2025	Discount Amount 0.00	Payable Amount 152.94	
Vendor Number 1275	Vendor Name CORBIN WILLITS SYSTEMS					Total Vendor Amount 518.96
Payment Type Check	Payment Number 55402		Payment Date 03/27/2025	Payment Amount 518.96		
Payable Number 000C503151	Description APRIL 2025-E,S & A CHANGES & S & E AGRMNT INCR-FIN	Payable Date 03/24/2025	Due Date 03/24/2025	Discount Amount 0.00	Payable Amount 518.96	
Vendor Number 2364	Vendor Name FP MAILING SOLUTIONS					Total Vendor Amount 458.04
Payment Type Check	Payment Number 55403		Payment Date 03/27/2025	Payment Amount 458.04		
Payable Number R1106586507	Description POSTAGE, CARTRIDGE & FREIGHT - CITYWIDE	Payable Date 03/24/2025	Due Date 03/24/2025	Discount Amount 0.00	Payable Amount 458.04	
Vendor Number 1503	Vendor Name GLENN CO SHERIFFS DEPT					Total Vendor Amount 169,166.67
Payment Type Check	Payment Number 55404		Payment Date 03/27/2025	Payment Amount 169,166.67		
Payable Number 2033	Description GCSO MARCH 2025 SERVICES - POLICE	Payable Date 03/24/2025	Due Date 03/24/2025	Discount Amount 0.00	Payable Amount 169,166.67	
Vendor Number 1497	Vendor Name GLENN CO. FLEET SERVICES					Total Vendor Amount 2,504.61
Payment Type Check	Payment Number 55405		Payment Date 03/27/2025	Payment Amount 2,504.61		
Payable Number PW25-00896	Description REPAIRS-SEWER TRUCK-2000 INTERNATIONAL-WIL10-SE'	Payable Date 03/25/2025	Due Date 03/25/2025	Discount Amount 0.00	Payable Amount 2,504.61	
Vendor Number 2405	Vendor Name GLENN COUNTY FIRE CHIEF'S ASSOCIATION					Total Vendor Amount 300.00
Payment Type Check	Payment Number 55406		Payment Date 03/27/2025	Payment Amount 300.00		
Payable Number 25-0012	Description GLENN CO FIRE REPEATER REP & UPDT FUND FY 24-25-FI	Payable Date 03/24/2025	Due Date 03/24/2025	Discount Amount 0.00	Payable Amount 300.00	

Payment Register

APPKT00410 - 3-28-25 CHECK RUN

Vendor Number	Vendor Name					Total Vendor Amount
1469	GLENN COUNTY OFFICE OF EDUCATION - PRINTING					167.31
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55407			03/27/2025	167.31	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV25-00586	CALL SHEETS-2 PART-NCR-TOP-PERF-B&W-@-40-FIRE	03/26/2025	03/26/2025	0.00	167.31	
Vendor Number	Vendor Name					Total Vendor Amount
1532	HELENA CHEMICAL COMPANY					5,290.65
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55408			03/27/2025	5,290.65	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
395292044	HEBICIDE-WEED CONTROL - PARKS, L & L, & SEWER - PW	03/24/2025	03/24/2025	0.00	5,290.65	
Vendor Number	Vendor Name					Total Vendor Amount
1539	HINDERLITER DELLAMAS & AS					4,010.16
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55409			03/27/2025	4,010.16	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
SIN048352	SALES TAX-JAN-MAR 2025-AUDIT SERV-Q3/2024-FIN	03/24/2025	03/24/2025	0.00	4,010.16	
Vendor Number	Vendor Name					Total Vendor Amount
1606	JEREMY'S PEST STOMPERS					55.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55410			03/27/2025	55.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
372511	MARCH 2025 SERVICE - CIVIC CENTER	03/24/2025	03/24/2025	0.00	55.00	
Vendor Number	Vendor Name					Total Vendor Amount
2381	JOANNE MOORE					1,035.72
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55411			03/27/2025	1,035.72	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
022125JM	NCCSIF-REIMBURSEMENT-CSMFO & CALPERS CONFEREN	03/27/2025	03/27/2025	0.00	1,035.72	
Vendor Number	Vendor Name					Total Vendor Amount
2479	JOE BETTENCOURT					564.60
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55412			03/27/2025	564.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
032625JB	PER DIEM - ICSC EVENT- MONTEREY- RBDG GRANT -PLAN	03/27/2025	03/27/2025	0.00	564.60	
Vendor Number	Vendor Name					Total Vendor Amount
1665	KNIFE RIVER CONSTRUCTION					413.55
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55413			03/27/2025	413.55	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
314463	WET PATCH - STREETS - PW	03/24/2025	03/24/2025	0.00	228.39	
314620	WET PATCH - ALLEY - PW	03/24/2025	03/24/2025	0.00	185.16	
Vendor Number	Vendor Name					Total Vendor Amount
1670	L & T TOWING					300.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55414			03/27/2025	300.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
C40231	TOW-CODE ENF-1991 HONDA WHITE-879 BAYWOOD W/	03/25/2025	03/25/2025	0.00	300.00	

Payment Register

APPKT00410 - 3-28-25 CHECK RUN

Vendor Number	Vendor Name					Total Vendor Amount
1150	MARTHA BROWN					90.32
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55415			03/27/2025	90.32	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
031325MB	MILEAGE REIMBURSEMENT-NCCSIF DEPOSIT ACH TO CIT	03/24/2025	03/24/2025	0.00	90.32	
Vendor Number	Vendor Name					Total Vendor Amount
1955	MATTHEW RANDOLPH					100.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55416			03/27/2025	100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
032525MR	REIMBURSEMENT - WORK BOOT ALLOWANCE - PW	03/26/2025	03/26/2025	0.00	100.00	
Vendor Number	Vendor Name					Total Vendor Amount
1763	MAXIMUM SECURITY SYSTEMS					60.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55417			03/27/2025	60.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00035780	QUARTERLY MONITORING SER-4-1-25 TO 6-30-25-PW	03/24/2025	03/24/2025	0.00	60.00	
Vendor Number	Vendor Name					Total Vendor Amount
1810	MUNICIPAL EMERGENCY SERVI					340.25
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55418			03/27/2025	340.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
IN2193330	YELLOW, RED, & WHITE FIRE HELMET-RFC GRANT-FIRE	03/24/2025	03/24/2025	0.00	340.25	
Vendor Number	Vendor Name					Total Vendor Amount
2373	ODP BUSINESS SOLUTIONS					120.58
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55419			03/27/2025	120.58	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
410413636001	PAPER, HNG FOLDERS, STAPLES, PENS- OFFICE SUP- CW	03/24/2025	03/24/2025	0.00	120.58	
Vendor Number	Vendor Name					Total Vendor Amount
1143	PEDRO BOBADILLA					576.92
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55420			03/27/2025	576.92	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
032825PB	RECREATIONAL SERVICES 3-15-25 TO 3-28-25	03/25/2025	03/25/2025	0.00	576.92	
Vendor Number	Vendor Name					Total Vendor Amount
1917	PG & E					14,486.19
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55421			03/27/2025	14,486.19	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0939281537-0-03172025	SERVICE TO 3-17-25	03/27/2025	03/27/2025	0.00	14,486.19	
Vendor Number	Vendor Name					Total Vendor Amount
1978	REGIONAL GOVERNMENT SERVI					1,280.35
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55425			03/27/2025	1,280.35	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
18243	FEBRUARY 2025 HR & CITY CLERK SERVICES	03/25/2025	03/25/2025	0.00	1,280.35	

Payment Register

APPKT00410 - 3-28-25 CHECK RUN

Vendor Number	Vendor Name					Total Vendor Amount
2478	ROBIN HAZLETT					3.54
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55426			03/27/2025		3.54
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
013125RH	REIMBURSEMENT - POSTAGE - 1099's - CW	03/27/2025	03/27/2025	0.00	3.54	
2477	RUSSELL, GALLAWAY ASSOCIATES, INC					2,210.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55427			03/27/2025		2,210.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
15354	LIBRARY BEAM RPR-PRE EVAL LETTER-PLANS, SITE VISIT	03/25/2025	03/25/2025	0.00	2,210.00	
2041	SACRAMENTO VALLEY MIRROR					331.20
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55428			03/27/2025		331.20
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2677	LEGAL AD-COMM VAC & ADOPTION OF ORD #763-2025-I	03/25/2025	03/25/2025	0.00	239.20	
2686	LEGAL AD-ORD #764-2025,&DESIGNATE FIRE HAZARD ZO	03/25/2025	03/25/2025	0.00	92.00	
2334	STREAM IT NETWORKS LLC					85.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55429			03/27/2025		85.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2025-03000215	MARCH 2025 INTERNET - PW	03/25/2025	03/25/2025	0.00	85.00	
2132	SUN LIFE FINANCIAL					875.67
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55430			03/27/2025		875.67
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5487105-0001-03252025	MARCH 2025 INSURANCE - GAP - PW & FIRE	03/26/2025	03/26/2025	0.00	875.67	
2395	US BANK CORPORATE PAYMENT SYSTEMS					3,544.47
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55431			03/27/2025		3,544.47
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
BETTENCOURT012225-01	FED EX - US BANK PAYMENT - FIN	03/25/2025	03/25/2025	0.00	15.03	
BETTENCOURT012225-02	AMERICAN SIGN & SIGNAL-RD 57 STOP SIGN FLASHERS-P	03/25/2025	03/25/2025	0.00	164.97	
BETTENCOURT012225-03	FED EX - TECH GEN SIZING GEAR - RETURN - FIRE	03/25/2025	03/25/2025	0.00	77.06	
BETTENCOURT022425-01	AMAZON - PARK BACKFLOW SLEEVE - PARKS - PW	03/25/2025	03/25/2025	0.00	47.16	
BETTENCOURT022425-02	ICSC - REG. FOR ICSC MARKETING EVENT - RDBG GRANT	03/25/2025	03/25/2025	0.00	675.00	
BETTENCOURT022425-03	FED EX - HDL FORWARDED CHECKS BUSINESS LIC - CW	03/25/2025	03/25/2025	0.00	28.33	
BROWN032425-01	STAPLES - PRINT & SCAN - CW	03/25/2025	03/25/2025	0.00	12.95	
BROWN032425-02	ICMA - FULL MEMBERSHIP - CM	03/25/2025	03/25/2025	0.00	791.20	
BROWN032425-03	AMAON - TISSUES - OFFICE SUPPLIES - CW	03/25/2025	03/25/2025	0.00	34.63	
BROWN032425-04	AMAZON - PERSONNEL FILES - OFFICE SUPPLIES - CW	03/25/2025	03/25/2025	0.00	20.99	
BROWN032425-05	AMAZON - PRINTER CARTRIDGE FOR JOANNE - CW	03/25/2025	03/25/2025	0.00	75.06	
BROWN032425-06	CITY CLERKS ASSOCIATION - CCAC ANNUAL CONFERENCE	03/25/2025	03/25/2025	0.00	650.00	
BROWN032425-07	SIGNIA BY HILTON - LODGING CCAC CONFERENCE - KP	03/25/2025	03/25/2025	0.00	355.59	
BROWN032425-08	CITY CLERKS ASSOC - NUTS & BOLTS CONF - KP	03/25/2025	03/25/2025	0.00	200.00	
LOMBARD032425-01	CB KITCHEN - BREAKFAST - XGL-2500072 PREPO - FIRE	03/26/2025	03/26/2025	0.00	73.73	
LOMBARD032425-02	FU HING - DINNER - XGL - 2500072 PREPO - FIRE	03/26/2025	03/26/2025	0.00	101.89	
MEZA032425-01	WORDPRESS.COM - WEBSITE DOMAIN REG - LIBRARY	03/25/2025	03/25/2025	0.00	19.00	
MONCK022425-01	TACOS EL NORWAWA - PREPO 250033 - FOOD - FIRE	03/25/2025	03/25/2025	0.00	56.16	
MONCK022425-02	AMAZON - MEDICAL SUPPLIES - FIRE	03/25/2025	03/25/2025	0.00	27.77	
MONCK022425-03	AMAZON - GEAR RACK - FIRE	03/25/2025	03/25/2025	0.00	117.95	

Payment Register

APPKT00410 - 3-28-25 CHECK RUN

Vendor Number 2433	Vendor Name VESTIS					Total Vendor Amount 137.26
Payment Type Check	Payment Number 55433				Payment Date 03/27/2025	Payment Amount 137.26
Payable Number 5066818610	Description UNIFORM SERVICE - PUBLIC WORKS	Payable Date 03/25/2025	Due Date 03/25/2025	Discount Amount 0.00		Payable Amount 137.26

Vendor Number 2295	Vendor Name WILLOWS ACE HARDWARE					Total Vendor Amount 1,096.00
Payment Type Check	Payment Number 55434				Payment Date 03/27/2025	Payment Amount 1,096.00
Payable Number 121248	Description WALLBOARD ANCHOR KIT - FIRE	Payable Date 03/25/2025	Due Date 03/25/2025	Discount Amount 0.00		Payable Amount 34.31
121322	LED FXTRS-ELEC CABLE-CONDUIT-OUTLET & CONN - FIRE	03/25/2025	03/25/2025	0.00		267.23
121337	CONNECTORS-LOCKNUT-COUPLING BOX & BOX COVER -	03/25/2025	03/25/2025	0.00		15.17
121414	CLOTHES LINE - FIRE	03/26/2025	03/26/2025	0.00		10.71
121429	ENGINE OIL SYNTHETIC-2PK - TREES - PW	03/25/2025	03/25/2025	0.00		38.48
121535	GALLON PAINT-SYCAMORE BATHROOM - PARKS -PW	03/25/2025	03/25/2025	0.00		44.66
121547	TOILET, WAX RING, & BOLTS - PARK SHED - PW	03/25/2025	03/25/2025	0.00		194.73
121625	FIELD PAINT 5 GAL-SOCCER FIELDS - PARKS	03/25/2025	03/25/2025	0.00		424.62
121780	PAINT & ROLLER - SKATE PARK - PW	03/26/2025	03/26/2025	0.00		57.51
121825	WASP & HORNET SPRAY - GARAGE SUPPLIES - PW	03/26/2025	03/26/2025	0.00		8.58

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Gen Chk	Voided **Void Check	0	1	0.00	0.00
Gen Chk	Check	40	21	0.00	46,161.75
Gen Chk	Voided **Void Check	0	4	0.00	0.00
Gen Chk	Check	36	16	0.00	183,180.56
Packet Totals:		76	42	0.00	229,342.31

Cash Fund Summary

Fund	Name	Amount
999	CASH CLEARING	-229,342.31
Packet Totals:		<u>-229,342.31</u>



City of Willows

Payment Register

APPKT00411 - AP PAYROLL CHECK RUN 03/28/25

01 - Vendor Set 01

Bank: Gen Chk - General Checking

Vendor Number	Vendor Name			Total Vendor Amount	
1029	AFLAC- FLEX ONE			876.26	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	55435	03/28/2025		876.26	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0001101	AFLAC DENTAL	03/14/2025	03/31/2025	0.00	85.39
INV0001102	AFLAC CANCER	03/14/2025	03/31/2025	0.00	69.82
INV0001103	AFLAC ACCIDENT	03/14/2025	03/14/2025	0.00	143.87
INV0001104	AFLAC STD	03/14/2025	03/31/2025	0.00	48.62
INV0001106	AFLAC EVENT/CRITICAL	03/14/2025	03/31/2025	0.00	21.66
INV0001107	AFLAC HOSPITAL	03/14/2025	03/31/2025	0.00	26.82
INV0001108	AFLAC VISION	03/14/2025	03/31/2025	0.00	14.20
INV0001122	AFLAC DENTAL	03/28/2025	03/31/2025	0.00	140.89
INV0001123	AFLAC CANCER	03/28/2025	03/31/2025	0.00	69.82
INV0001124	AFLAC ACCIDENT	03/28/2025	03/28/2025	0.00	143.87
INV0001125	AFLAC STD	03/28/2025	03/31/2025	0.00	48.62
INV0001127	AFLAC EVENT/CRITICAL	03/28/2025	03/31/2025	0.00	21.66
INV0001128	AFLAC HOSPITAL	03/28/2025	03/31/2025	0.00	26.82
INV0001129	AFLAC VISION	03/28/2025	03/31/2025	0.00	14.20

Vendor Number	Vendor Name			Total Vendor Amount	
1194	CALIFORNIA STATE DISBURSE			162.92	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	55436	03/28/2025		162.92	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0001130	CHILD SUPPORT	03/28/2025	03/28/2025	0.00	162.92

Vendor Number	Vendor Name			Total Vendor Amount	
1650	FIRE RISK MANAGEMENT SERVICES			21,870.71	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	55437	03/28/2025		21,870.71	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0001112	MEDICAL	03/14/2025	03/31/2025	0.00	5,556.32
INV0001113	MEDICAL	03/14/2025	03/31/2025	0.00	5,063.07
INV0001133	MEDICAL	03/28/2025	03/31/2025	0.00	5,556.28
INV0001134	MEDICAL	03/28/2025	03/31/2025	0.00	5,063.04
INV0001143	ROBINETTE/MISTROT RETIREE HEALTH INSURANCEFEB 21	03/28/2025	03/28/2025	0.00	316.00
INV0001144	ROBINETTE/MISTROT RETIREE HEALTH INSURANCE MAR	03/28/2025	03/28/2025	0.00	316.00

Vendor Number	Vendor Name			Total Vendor Amount	
1551	HUMANA DENTAL/VISION			1,815.51	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	55438	03/28/2025		1,815.51	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0001110	DENTAL	03/14/2025	03/31/2025	0.00	351.58
INV0001111	DENTAL	03/14/2025	03/31/2025	0.00	231.27
INV0001115	VISION	03/14/2025	03/31/2025	0.00	47.12
INV0001116	VISION	03/14/2025	03/31/2025	0.00	29.66
INV0001131	DENTAL	03/28/2025	03/31/2025	0.00	351.54
INV0001132	DENTAL	03/28/2025	03/31/2025	0.00	231.21
INV0001136	VISION	03/28/2025	03/31/2025	0.00	47.12
INV0001137	VISION	03/28/2025	03/31/2025	0.00	29.66
INV0001145	DENTAL	03/28/2025	03/28/2025	0.00	496.35

Payment Register

APPKT00411 - AP PAYROLL CHECK RUN 03/28/25

Vendor Number	Vendor Name					Total Vendor Amount
2223	UNITED PUBLIC EMPLOYEES A					213.93
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55439			03/28/2025		213.93
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
INV0001135	PUBLIC SAFETY DUES	03/28/2025	03/31/2025	0.00		213.93

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Gen Chk	Check	31	5	0.00	24,939.33
Packet Totals:		31	5	0.00	24,939.33

Cash Fund Summary

Fund	Name	Amount
999	CASH CLEARING	-24,939.33
Packet Totals:		-24,939.33



City of Willows

Payroll Check Register Checks

Pay Period: 3/10/2025-3/23/2025

Packet: PYPKT00409 - PAY PERIOD 03/10/25 to 03/23/25 PAYDATE 03/28/25

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Check Type	Date	Amount	Number
BURT, ROBERT	BUR02	Regular	03/28/2025	2,166.31	41000
GALBRAITH, RANDALL	GAL02	Regular	03/28/2025	2,166.31	41001



City of Willows

Payroll Check Register

Direct Deposits

Pay Period: 3/10/2025-3/23/2025

Packet: PYPKT00409 - PAY PERIOD 03/10/25 to 03/23/25 PAYDATE 03/28/25

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Date	Amount	Number
BROWN, MARTHA	BRO01	03/28/2025	3,512.54	1308
PRICE, KARLEEN	PRI01	03/28/2025	1,793.63	1309
HAZLETT, ROBIN	HAZ01	03/28/2025	1,220.48	1310
MOORE, JOANNE	MOO01	03/28/2025	150.00	1311
MOORE, JOANNE	MOO01	03/28/2025	2,598.99	1311
RUSTENHOVEN, TARA L	RUS01	03/28/2025	1,629.39	1312
EHORN, CAITLIN A	EHO02	03/28/2025	1,096.73	1313
GAMBOA, YADIRA	GAM00	03/28/2025	323.79	1314
SPENCE, KYLIEGH C	SPE02	03/28/2025	607.35	1315
VARGAS, GIOVANI	VAR00	03/28/2025	553.72	1316
DANLEY, TIMOTHY	DAN00	03/28/2025	2,232.53	1317
ENOS, KYLE	ENO00	03/28/2025	2,640.59	1318
FUENTES, JAIME	FUE01	03/28/2025	3,689.61	1319
LOMBARD, TYLER JOSEPH	LOM00	03/28/2025	2,642.81	1320
MINGS, MICHAEL E	MIN00	03/28/2025	1,292.10	1321
RANDOLPH, MATTHEW	RAN01	03/28/2025	1,341.90	1322
REED, JOSHUA	REE00	03/28/2025	1,191.72	1323
VASQUEZ, PEDRO CEASAR	VAS01	03/28/2025	1,788.89	1324
BETTENCOURT, JOSEPH	BET01	03/28/2025	3,597.95	1325
MONCK, NATHANIAL T	MON00	03/28/2025	9,508.29	1326
PFYL, NATISA N	PFY00	03/28/2025	1,611.50	1327



City of Willows

Payroll Check Register

Employee Pay Summary

Pay Period: 3/10/2025-3/23/2025

Packet: PYPKT00409 - PAY PERIOD 03/10/25 to 03/23/25 PAYDATE 03/28/25

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Earnings	Deductions	Taxes	Net
BETTENCOURT, JOSEPH	BET01	03/28/2025	1325	4,808.00	421.86	788.19	3,597.95
BROWN, MARTHA	BRO01	03/28/2025	1308	5,676.92	801.79	1,362.59	3,512.54
BURT, ROBERT	BUR02	03/28/2025	41000	2,499.60	0.00	333.29	2,166.31
DANLEY, TIMOTHY	DAN00	03/28/2025	1317	2,499.60	0.00	267.07	2,232.53
EHORN, CAITLIN A	EHO02	03/28/2025	1313	1,499.20	164.56	237.91	1,096.73
ENOS, KYLE	ENO00	03/28/2025	1318	3,677.11	490.64	545.88	2,640.59
FUENTES, JAIME	FUE01	03/28/2025	1319	4,788.84	546.90	552.33	3,689.61
GALBRAITH, RANDALL	GAL02	03/28/2025	41001	2,499.60	0.00	333.29	2,166.31
GAMBOA, YADIRA	GAM00	03/28/2025	1314	363.00	0.00	39.21	323.79
HAZLETT, ROBIN	HAZ01	03/28/2025	1310	1,948.62	596.63	131.51	1,220.48
LOMBARD, TYLER JOSEPH	LOM00	03/28/2025	1320	3,937.74	733.72	561.21	2,642.81
MINGS, MICHAEL E	MIN00	03/28/2025	1321	1,893.69	293.86	307.73	1,292.10
MONCK, NATHANIAL T	MON00	03/28/2025	1326	15,602.23	747.32	5,346.62	9,508.29
MOORE, JOANNE	MOO01	03/28/2025	1311	4,643.20	724.31	1,169.90	2,748.99
PFYL, NATISA N	PFY00	03/28/2025	1327	2,961.51	846.43	503.58	1,611.50
PRICE, KARLEEN	PRI01	03/28/2025	1309	2,447.54	189.68	464.23	1,793.63
RANDOLPH, MATTHEW	RAN01	03/28/2025	1322	1,846.42	182.26	322.26	1,341.90
REED, JOSHUA	REE00	03/28/2025	1323	1,717.60	358.80	167.08	1,191.72
RUSTENHOVEN, TARA L	RUS01	03/28/2025	1312	2,406.92	419.85	357.68	1,629.39
SPENCE, KYLIEGH C	SPE02	03/28/2025	1315	676.50	0.00	69.15	607.35
VARGAS, GIOVANI	VAR00	03/28/2025	1316	610.50	0.00	56.78	553.72
VASQUEZ, PEDRO CEASAR	VAS01	03/28/2025	1324	2,556.77	393.69	374.19	1,788.89
Totals:				71,561.11	7,912.30	14,291.68	49,357.13



City of Willows

Payroll Check Register Report Summary

Pay Period: 3/10/2025-3/23/2025

Packet: PYPKT00409 - PAY PERIOD 03/10/25 to 03/23/25 PAYDATE 03/28/25
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	2	4,332.62
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	21	45,024.51
Total	23	49,357.13



Willows City Council Regular Meeting Action Minutes

March 25, 2025
Willows City Hall
6:00 PM

City Council
Evan Hutson, Mayor
Rick Thomas, Vice Mayor
Matt Busby, Council Member
Gary Hansen, Council Member
Lorri Pride, Council Member

City Manager
Marti Brown

City Clerk
Karleen Price

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

1. **CALL TO ORDER – 6:00 PM**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Councilmembers Present: Mayor Hutson, Vice Mayor Thomas, Councilmembers Busby, Hansen, and Pride

Councilmembers Absent: None

4. **CHANGES TO THE AGENDA**

5. **CEREMONIAL MATTERS**

- a. Proclamation: National Vietnam War Veteran’s Day – Received by VFW Post 1770

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 March 11, 2025, meeting minutes.

c. **City of Willows Conflict-of-Interest Code, Administrative Policy 5-1**

Action: Approved Resolution 10-2025 amending the City of Willows Conflict of Interest Code and Administrative Policy 5-1.

d. **Purchase of New Fire Department and Public Works Equipment**

Action: Authorized the City Manager to purchase a tow behind woodchipper from Bandit Industries, Inc. using Sourcwell Agreement 010925- BAN; and authorized the City Manager to

execute a contract with the lowest responsive bidder for the purchase of a Tink Claw backhoe attachment (or equivalent) and Diamond stump grinder backhoe attachment (or equivalent).

Motion to approve item a, c, d, and amended item b on the consent calendar.

Moved/Seconded: Councilmember Hansen and Councilmember Busby

Yes: Mayor Hutson, Vice Mayor Thomas, Councilmembers Busby, Hansen, and Pride

No: None

Absent: None

7. DISCUSSION AND ACTION CALENDAR

a. Local Responsibility Area (LRA) Fire Hazard Severity Zone Ordinance

Action: Adopted Ordinance 764-2025 to designate Fire Hazard Severity Zones, by title only and waived second reading.

Moved/Seconded: Councilmember Hansen and Councilmember Busby

Yes: Mayor Hutson, Vice Mayor Thomas, Councilmembers Busby, Hansen, and Pride

No: None

Absent: None

b. Sale of City Owned Property

Action: Authorized the City Manager to sell city owned properties, Assessor Parcel Numbers (APN) 002-101-009, 002-101-006, and 003-113-006 in accordance with State law and best municipal practices.

Moved/Seconded: Councilmember Pride and Councilmember Busby

Yes: Vice Mayor Thomas, Councilmembers Busby, Hansen, and Pride

No: Mayor Hutson

Absent: None

a. Policy and Fee Structure Regarding Use of Council Chambers

Action: Received update from staff, reviewed the policy and fee structure for rental of Council Chambers, and directed staff to develop policy and bring back two (2) options to City Council for discussion.

8. COMMENTS & REPORTS

a. Council Correspondence

b. City Council Comments & Reports

Councilmember Pride provided an update on the activities of the Planning Commission.

Councilmember Hansen provided an update on the activities of the Glenn County Transportation Commission Meeting.

c. City Manager's Report

City Manager Marti Brown advised Council of the Finance and Measure I Oversight Committee (FMiOC) Town Hall Meeting to be held on April 15 at 5:30 pm.

8. CLOSED SESSION

a. Conference with Labor Negotiators (§54957.6)

b. Public Employee Performance Evaluation (§ 54957)

Report Out: Received information and directed City Staff.

9. ADJOURNMENT – 7:43PM

Karleen Price, City Clerk



Date: April 8, 2025
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Subject: Letter of Opposition – Transit-Oriented Development

Recommendation:

Approve a letter of opposition for SB 79 – Transit-Oriented Development.

Rationale for Recommendation:

The attached letter is to oppose SB 79, introduced by Senator Scott Wiener, which mandates high-density, transit-oriented development (TOD) near transit stops—up to seven stories and 120 homes per acre—without regard to local zoning. It transfers land-use authority to transit agencies, bypassing local input and environmental reviews, which undermines local control over development decisions.

Background:

The key purpose of the bill is to streamline the development of transit-oriented development (TOD), which involves building high-density housing near public transit stops. The bill would:

- Reduce Local Control by transferring land-use authority from local governments to transit agencies, allowing them to approve high-density residential and commercial developments without the typical local zoning or planning processes.
- Increase Housing Density by mandating developments near transit hubs be up to seven stories high and have a density of up to 120 homes per acre.
- Bypass Public Input and Environmental Review by allowing transit agencies to approve these developments without requiring local public input or environmental reviews, which could otherwise slow down the approval process.

The goal of SB 79 is to promote the construction of housing in well-connected areas to transit, helping to address both the state’s housing shortage and the need for sustainable urban growth. However, it has faced opposition from local governments and communities concerned about losing control over planning decisions and the potential impact on local needs and infrastructure.

Discussion & Analysis:

SB 79 would significantly undermine the City of Willows ability to control zoning and planning, making it harder to manage development in a way that fits Willows needs and character. This could lead to projects that do not align with the community's priorities.

While the bill aims to increase housing, it does not guarantee that the housing will be affordable or meet the City of Willows specific needs, especially since affordable housing is already in short supply. It also removes local input and skips environmental reviews, which could result in developments that do not suit Willows' rural setting.

High-density projects would apply pressure on the City of Willows infrastructure, such as roads and utilities, and could require costly upgrades that the town cannot afford.

The bill could also change the small-town feel of Willows, which is something most residents value. By focusing on housing over commercial development, it could hurt local businesses and further strain the local economy.

Consistency with Council Priorities and Goals:

The letter of opposition is consistent with Council Priority #1: Financial Stability, Priority #4: Community Engagement, and Priority #5: Infrastructure Improvement.

Fiscal Impact:

There is no fiscal impact by providing this letter of opposition.

Attachment:

- Attachment 1: Draft Letter of Opposition



201 North Lassen • Willows, California 95988 • (530) 934-7041 • FAX: (530) 934-7402

April 8, 2025

The Honorable Scott Wiener
Senator, California State Senate
1021 O St, Suite 8620
Sacramento, CA 95814

RE: Letter of Opposition - SB 79 (Wiener) Transit-oriented Development

Dear Senator Wiener,

The City of Willows writes to express our strong opposition to SB 79 (Wiener), which would disregard state-certified housing elements and bestow land use authority to transit agencies without any requirement that developers build housing, let alone affordable housing.

SB 79 doubles down on the recent trend of the state overriding its own mandated local housing elements. This latest overreaching effort forces cities to approve transit-oriented development projects near specified transit stops — up to seven stories high and a density of 120 homes per acre — without regard to the community's needs, environmental review, or public input.

The City of Willows would be negatively impacted by this bill in the following ways:

- **Loss of Local Zoning Control**
SB 79 overrides our carefully crafted zoning laws, disrupting local planning and development tailored to the needs of our small community.
- **Missed Affordable Housing Opportunities**
The bill could result in high-density developments that do not prioritize affordable housing or meet the specific needs of Willows' residents.
- **Lack of Public Input and Environmental Oversight**
By bypassing environmental reviews and public input, SB 79 threatens the rural character and sustainability of our town.
- **Strain on Infrastructure**

Willows' infrastructure is not equipped to support large-scale, high-density developments, which could burden local resources and taxpayers.

- **Threat to Community Character**

High-rise, high-density projects could drastically alter the small-town feel of Willows, changing the character of our community in ways residents do not support.

- **Economic and Business Impact**

Encouraging commercial over residential development could worsen our housing shortage and hurt local businesses that are vital to our economy.

Most alarmingly, SB 79 defies cities' general plans and provides transit agencies unlimited land use authority on property they own or have a permanent easement, regardless of the distance from a transit stop. Transit agencies would have the power to determine all aspects of the development including height, density, and design, without any regard to local zoning or planning.

This broad new authority applies to both residential and commercial development. Transit agencies could develop 100% commercial projects — even at transit stops — and not provide a single new home, while simultaneously making the argument that more housing must be constructed around transit stops.

The City of Willows appreciates and respects your desire to pursue a housing production proposal. However, as currently drafted, SB 79 will not spur much-needed housing construction in a manner that supports local flexibility, decision-making, and community input. State-driven ministerial or by-right housing approval processes fail to recognize the extensive public engagement associated with developing and adopting zoning ordinances and housing elements. California will never produce the number of homes needed with an increasingly state-driven, by-right housing approval process. What we really need is a sustainable state investment that matches the scale of this decades-in-the-making crisis. For these reasons, the City of Willows strongly opposes SB 79.

Sincerely,

Evan Hutson, Mayor
City of Willows

cc. Megan Dahle, State Senator District 1
James Gallagher, Assembly Member District 3
Charles Anderson, Regional Public Affairs Manager, canderson@calcities.org
League of California Cities, cityletters@cacities.org



Date: April 8, 2025

To: Honorable Mayor and City Council

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

Subject: Notice of Completion for the Jensen Park Pathway Improvement Project

Recommendation:

Approve a Resolution accepting the improvements associated with the Jensen Park Pathway Improvement Project and authorize the filing of the Project's Notice of Completion.

Rationale for Recommendation:

The final inspection of the project was performed by the Public Works Superintendent and the Coastland Project Manager on Wednesday March 26, 2025, and the project was determined to be completed to the City's satisfaction.

Background:

The City was awarded grant funds through Community Development Block Grant Coronavirus Relief Funding Round 2 and 3 program (CDBG-CV2/3) administered through the County. This project was fully paid for using these grant funds.

In an ongoing effort to improve accessibility to facilities in Jensen Park and sidewalks in the city by correcting deficiencies, staff identified improvements in Jensen Park that would provide access to certain park amenities for disabled people. The areas identified include improvements of the existing parking area adjacent to Elm Street to ensure both parking and sidewalk accessibility, extension of the sidewalk from the parking area to both the gazebo and barbecue areas southeast of the parking area, extension of the existing sidewalk to the south of the parking area that extends to the two playground areas and the picnic area and the replacement of the concrete pad for the picnic area was added as a change order during the project.

The project was advertised for public bids in November in accordance with both city regulations and public contract code provisions. The bids were due and opened on December 16, 2024, and the contract was awarded to Rock Creek on January 14, 2025.

Discussion & Analysis:

The project began on February 25, 2025, and the work was to be completed by April 7, 2025. Rock Creek Construction was able to complete the project 13 calendar days ahead of schedule.

The approved construction budget for the project including contingency was \$137,500. The total construction cost was \$139,087.50. The total construction cost included change orders in the amount of \$13,497 for replacing the concrete pad at the picnic area (this was not included in the original design, but staff felt it would be best if repairs to the picnic area could be done with this project) , replacing a damaged concrete curb that serves as a border for the playground along one of the new pathways, and minor modifications to relocate existing sprinklers to accommodate the new pathways. Although the construction costs exceeded the construction budget, construction management cost are anticipated to be approximately half of the amount allocated when the project was awarded – total allocated was \$21,190). Accordingly, the overall project has been completed for less than the overall allocated budget.

Consistency with Council Priorities and Goals:

This project is consistent with Council Priority #5, Goal 1, Implement the community improvement plan for streets, sidewalks, and lighting; and Council Priority #6, Goal 3, Enhance the Maintenance of City Parks.

Fiscal Impact:

No General Fund Impact. The total construction cost of \$139,087.50 is paid using CDBG CV2/3 grant funding.

Attachment:

- Attachment 1: Resolution XX-2025
- Attachment 2: Notice of Completion



**City of Willows
Resolution XX-2025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, STATE OF CALIFORNIA,
ACCEPTING THE IMPROVEMENTS FOR THE JENSEN PARK PATHWAY IMPROVEMENT PROJECT AND
AUTHORIZING THE NOTICE OF COMPLETION TO BE FILED FOR THE PROJECT**

WHEREAS, at the January 14, 2025, City Council meeting, the City Council approved a contract with Rock Creek Construction, Inc. for the Jensen Park Pathway Improvement Project at 400 Elm St. ("Project") and established an overall project budget; and

WHEREAS, The Project consisted of improvements to the existing parking area adjacent to Elm Street to ensure both parking and sidewalk accessibility, extension of the sidewalk from the parking area to both the gazebo and barbeque areas southeast of the parking area, extension of the existing sidewalk to the south of the parking area that extends to the two playground areas and the picnic area and the replacement of the concrete pad for the picnic area; and

WHEREAS, the Project has been inspected and determined to have been completed in accordance with the contract requirements; and

WHEREAS, based upon the foregoing, staff recommends acceptance of the Project on behalf of the City.

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

1. The City hereby accepts the improvements associated with the Project.
2. Authorizes and directs the City Engineer to file a Notice of Completion concerning the Project with the Glenn County Clerk's Office within ten (10) days of the date of this Resolution.
3. Authorizes the release of the Performance and Labor and Materials bonds and keep the Maintenance Bond in full force for 1 year from acceptance of the improvements. If all improvements are acceptable after 1 year, authorize that the Maintenance Bond be released.
4. This Resolution shall become effective immediately.

All portions of this resolution are severable. Should any individual component of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining resolution portions shall be and continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Willows hereby declares that it would

have adopted this Resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more section, subsection, clause sentence, phrase or other portion may be held invalid or unconstitutional.

PASSED AND ADOPTED by the City Council of the City of Willows, State of California this 8th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Evan Hutson, Mayor

Karleen Price, City Clerk

WHEN RECORDED RETURN TO:

City Clerk

City of Willows

201 N. Lassen St.

Willows, CA 95988



NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the undersigned City of Willows, 201 N. Lassen Street, Willows, California, owners in fee of 400 Elm Street within the City of Willows, California, observed certain construction work to be performed within the City of Willows, County of Glenn, which work is generally described as follows:

Improvements to the existing parking area adjacent to Elm Street to ensure both parking and sidewalk accessibility, extension of the sidewalk from the parking area to both the gazebo and barbecue areas southeast of the parking area, extension of the existing sidewalk to the south of the parking area that extends to the two playground areas and the picnic area and the replacement of the concrete pad for the picnic area.

That the contract for the performance of such work was awarded to Rock Creek Construction, Inc. and that said work was satisfactorily completed on March 26, 2025, in accordance with the Project Plans and Specifications. The final construction cost for the project was \$139,087.50.

This notice is given pursuant to Section 9204 of the Civil Code of the State of California.

<p>This is to certify that the Notice of Completion above is hereby authorized by order of the Council of the City of Willows pursuant to Council Resolution No. ____ dated April 8, 2025, and owner consents to recordation thereof by its duly authorized officer.</p>	<p style="text-align: center;">City of Willows A Municipal Corporation</p> <p>I declare under penalty of perjury that the information is true and correct.</p> <p>By: _____, City Engineer</p> <p>Dated: April 8, 2025</p>
--	--



Date: April 8, 2025
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Subject: California Water Service – Billing Fee Amount

Recommendation:

Authorize the City Manager to execute a contract amendment with California Water Service to increase the billing fee 2.5% for commercial accounts, from \$2.13 to \$2.18, effective January 1, 2025.

Rationale for Recommendation:

Per the City's contract with Cal Water Service, the fee for billing commercial properties for sewage may increase from time to time due to inflation and as a result of labor negotiations. Cal Water recently completed labor negotiations and, as a result, is increasing the billing amount by 2.5% increase.

Background:

California Water Service ('Cal Water') provides commercial sewer billing services for the City of Willows, as outlined in the contract between the City and Cal Water. As per the terms of the contract, sewer billing rates may be adjusted by mutual agreement, based on increases in actual costs.

The Utility Workers Union of America reached a final agreement with Cal Water in March 2025, resulting in a 2.5% increase for 2025. Consequently, the sewer billing rate for commercial accounts will rise from \$2.13 to \$2.18 per account, effective January 1, 2025.

While no immediate increase was requested prior to the completion of these negotiations, the new contract agreement requires a formal amendment to reflect this adjustment.

Discussion & Analysis:

The 2.5% increase in sewer billing fees is essential to ensure that the City of Willows continues to receive uninterrupted, quality service from Cal Water, while also keeping pace with rising operational costs. The increase will affect commercial accounts and is in line with the terms established in the original contract, which allows for adjustments based on actual cost increases.

This increase will ensure that Cal Water has the necessary resources to continue providing services at the current level of quality and reliability, while also complying with the contractual agreement for cost adjustments.

Consistency with Council Priorities and Goals:

The proposed contract amendment is consistent with Council Priority # 1, Financial Stability.

Fiscal Impact:

There is no fiscal impact to the City.

Attachment:

- Attachment 1: Cal Water Sewer Billing Letter dated March 25, 2025



CALIFORNIA WATER SERVICE

Willows District 1070 West Wood Street, Suite A-1
Willows, CA 95988 *Tel:* (530) 934-4735

March 25th, 2025

Marti Brown
City Manager
201 N Lassen St
Willows, CA 95988

Dear Marti,

I am writing this letter to inform you of the status of our annual increase in the sewer billing amount. Our contract stipulates that billing rates may be amended per "mutual agreement" following the City of Willows approval of the Company's written request for any increases in monthly charges based on increases in actual costs. The Utility Workers Union of America did not complete negotiations with California Water Service until March 2025, so we did not request an increase to the sewer billing fee. The result of the March 2025 agreement was a 2.5% increase for 2025.

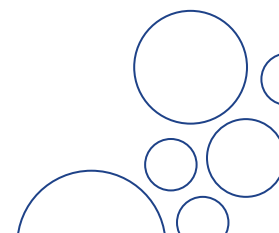
The amount billed per account will increase from \$2.13 to \$2.18 effective January 1st, 2025.

We are pleased to continue to offer this service to the City of Willows and will continue to closely monitor and review costs. As always, please do not hesitate to contact me at 530-934-4735 with any questions or concerns.

Sincerely,

Tavis Beynon

Tavis Beynon
Willows District Manager





DISCUSSION & ACTION CALENDAR



Date: April 8, 2025
To: Honorable Mayor and Councilmembers
From: Joe Bettencourt, Community Development & Services Director
Marti Brown, City Manager
Subject: Planning Commission Appointments

Recommendation:

Accept the Council Ad Hoc Committee of Mayor Hutson and Councilmember Pride’s recommendation to appoint Cristina Ocampo and R. Keith Corum to the Willows Planning Commission for the terms ending December 31, 2025, and December 31, 2027, respectively.

Rationale for Recommendation:

There are currently two vacancies on the Planning Commission.

Background:

As directed by Council at the January 28, 2025, Regular City Council Meeting, City staff executed a recruitment process to appoint one Commissioner to the Planning Commission. Standard recruitment procedures were followed. Prior to the February 25, 2025 application deadline, a second Commissioner resigned. Since only two applications had been received by the original deadline, City staff extended the application deadline to March 14, 2025, in an effort to attract a larger pool of qualified candidates. In the end, a total of three applications for the two seats were received. However, one application was withdrawn before the interviews were completed.

Discussion & Analysis:

On March 28, 2025, Vice-Mayor Thomas and Councilmember Pride interviewed the two Planning Commission applicants (Attachment 1) and recommended them both for approval by the full Council. Staff was directed to prepare the staff report and place the item on the April 8 agenda for Council consideration.

If approved at the April 8, 2025, City Council Meeting, the two appointed Commissioners will be sworn in at the May 6, 2025 Planning Commission Meeting.

Consistency with Council Priorities and Goals:

The proposed position is consistent with Council Priority #2: Economic Development.

Fiscal Impact:

There is no fiscal impact.

Attachment:

- Attachment 1: Applications



City of Willows

Application for Appointment to the Planning Commission

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

THIS DOCUMENT IS PUBLIC RECORD

Name: Cristina E. Ocampo

Residence Address: 820 Applewood Way Willows CA 95988

Mailing Address: SAME AS ABOVE

E-Mail Address: ocampoce@att.net

Home Phone: (530) 517-0269 Business Phone: _____

* Are you a registered voter? yes

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

Willows Intermediate School PTO Treasurer.
School Fundraisers.

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

I would like to actively participate and find a meaningful way to be able to give back to my Community. I would also like to influence the way our city grows and evolves.

Applicant Signature Cristina E. Ocasio

THIS BOX IS FOR CITY CLERK USE ONLY
Date: 2/13/25
Time: 9:00 am
Signature: Karla Price

Cristina E. Ocampo

820 Applewood Way
Willows, CA 95988
(530) 517-0269
ocampoce@att.net

SKILLS

Computer proficiency, communication skills, teamwork, openness, leadership, and interpersonal skills. Problem-solving, conflict resolution, adaptability to my work environment and strong work ethic, time and stress management, organization and work creativity, critical thinking, attention to detail and self reliant.

EXPERIENCE

Willows Unified School District, Murdock Elementary School, 655 French Street, Willows, CA 95988 - *Cafeteria Assistant Manager*

August 2022 - PRESENT

- Plan, organize and oversee the food service program at Murdock Cafeteria; prepare breakfast and lunch items; cook, prepare and serve meals; train and provide work guidance to assigned staff members.

Willows Unified School District, Willows High School, 203 N. Murdock Avenue, Willows, CA 95988 - *Cafeteria Manager Lead*

February 2019 - August 2022

- Plan, organize, coordinate, participate and supervise the operation of all school district cafeteria sites; assure efficient and effective production methods and operations, and assure compliance with health safety and nutrition standards; train, supervise and assist in evaluating the performance of staff members. Create Menus and ordering for all meals and snack programs at all district cafeteria sites.

Willows Unified School District, Willows Intermediate School, 1145 W. Cedar Street, Willows, CA 95988 - *Cafeteria Helper II & Clerical Aide II*

August 2015 - February 2019

- Perform routine food service activities related to the setting up of serving areas and the serving of food to students and staff; perform routine cashiering and clerical duties according to established procedures.
- Prepare, cook, bake and serve a variety of food in large quantities; prepare assigned food serving areas and perform cashiering duties in the sale of

food items to students and staff; maintain cleanliness of food service facilities.

Willows Unified School District, Willows High School, 203 N. Murdock Avenue, Willows, CA 95988 - *Cafeteria Helper II*

October 2011 - August 2015

- Prepare, cook, bake and serve a variety of food in large quantities; prepare assigned food serving areas and perform cashiering duties in the sale of food items to students and staff; maintain cleanliness of food service facilities.

Butte County Office Education, Willows High School, 203 N. Murdock Avenue, Willows, CA 95988 - *Summer Program Cafeteria Lead Cook*

June 2019 - August 2023

- Coordinate with Butte County Office Education for the Summer Program for all children under the age of 18 years to have free meals.
- Create Breakfast, and Lunch Menus for the Willows area summer Program. Place orders for the program and complete state required paperwork. Cook and help serve children meals.

Willows Intermediate School Parent Teacher Organization - PTO, 1145 W. Cedar Street, Willows, CA 95988 - *PTO Treasurer*

August 2017 - February 2019

- Manage the financial affairs of the PTO, including budgeting, accounting, and financial reporting. Ensured that the school complies with financial regulations and policies. Record keeping: Maintain accurate records of all financial transactions. Maintain proper records and files of all checks, and approved payment of bills and make all such entries and posts to financial ledger. Manage banking relationships, cash flow and deposits.

EDUCATION

Healthy School Food Pathway Apprenticeship Program - The Chef Ann Foundation, Online - *Pending Completion of Program by December 2025*

January 2025 - Present

Healthy School Food Pathway Pre-Apprenticeship Program - The Chef Ann Foundation, Online - *Certificate*

September 2024 - December 2024

ServSafe Manager Certification - *Certificate*

September 2024

Grand Canyon University, Arizona State - *Bachelor of Science in Elementary Education with Emphasis in Math GPA 3.16*

September 2008 - November 2014

Princeton Jr. & Sr. High School, Princeton, CA - *High School Diploma*

August 1991 - June 1997

LANGUAGES

Fluent in Spanish - Read, Speak, and Write



City of Willows

Application for Appointment to the Planning Commission

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

THIS DOCUMENT IS PUBLIC RECORD

Name: R. Keith Corum

Residence Address: 831 Tamarack Way, Willows

Mailing Address: P.O. Box 327, Willows, CA 95988-0327

E-Mail Address: rkcorum@juno.com

Home Phone: 530-680-7954 Business Phone:

* Are you a registered voter? Yes

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

<u>Salvation Army - Extension Director</u>	<u>1993 2002-2015</u>
<u>City of Willows Planning Commission</u>	<u>1987-2001</u>
<u>City of Willows Council Member</u>	<u>1982-1986</u>
<u>County of Glenn Planning Commission</u>	<u>2014-2019</u>
<u>Glenn County Supervisor</u>	<u>2014-2022</u>

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

My experience demonstrates I have been involved in helping guide the city of Willows & the county of Glenn. I want to continue to help willows grow & prosper.

Applicant Signature *[Handwritten Signature]*

THIS BOX IS FOR CITY CLERK USE ONLY

Date: *3/13/25*

Time:

Signature: *[Handwritten Signature]*



Date: April 8, 2025
To: Honorable Mayor and Councilmembers
From: Andrew D. Plett, City Attorney
Marti Brown, City Manager
Subject: City Contract Template

Recommendation:

Adopt the proposed contract template as the City’s standard contract of use for projects and/or services that exceed \$10,000.

Rationale for Recommendation:

Contracting for services is an important aspect of the efficient operation of local government. Utilizing standardized language and terms, approved by the City Attorney and the Council, helps ensure that the City is entering into legally sufficient contracts that protect the City’s interests while also improving staff efficiency in negotiating and preparing such contracts, as well as reducing the risk of liability.

Background:

The City currently does not have a standardized template agreement and there is some lack of uniformity in the verbiage used from agreement to agreement.

Discussion & Analysis:

A template contract provides uniformity in language and structure which minimizes ambiguities and thus the potential for legal disputes. Moreover, a template ensures that the City will maintain compliance with State and Federal laws as applicable, as well as that essential clauses for the protection of the City—such as indemnification, insurance requirements, cost control measures and performance metrics—are not overlooked. While customization of an approved template may still be necessary for specific agreements based on particular circumstances, a standardized template provides a reliable foundation from which to start the contracting process that enhances clarity and streamlines the negotiating process.

Consistency with Council Priorities and Goals:

A standardized contract template is consistent with Council Priority #1: Financial Stability, and Council Priority #4: Community Engagement.

Fiscal Impact:

Using a standardized agreement will help bring down costs associated with staff time preparing and reviewing agreements, along with ensuring the City is protected in the event of a contract dispute.

Attachment:

- Attachment 1: Proposed Contract Template

**STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
CITY OF WILLOWS
AND
[CONTRACTOR]**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this _____ day of _____ 20____, by and between the CITY OF WILLOWS, a political subdivision of the State of California ("City"), and [NAME OF CONTRACTOR] ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services:

_____]; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

[add additional WHEREAS as helpful and appropriate]

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by City, the parties agree to the following:

- I. RECITALS: The above recitals are hereby incorporated and made part of this agreement.
- II. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Attachment A.
- III. ADDITIONAL SERVICES: The City may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of City. These additional services could include, but are not limited to, any of the following:
 - A. Serving as an expert witness for the City in any litigation or other proceedings involving the project or services.
 - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

- IV. CITY FURNISHED SERVICES: The City agrees to:
- A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
 - B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Attachment A.
 - C. Make available all pertinent data and records for review.
- V. TERM OF CONTRACT: This Contract shall commence on _____ and shall terminate on _____, unless sooner terminated in accordance with the terms hereunder.
- VI. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than _____. Time is of the essence with respect to this Contract.
- VII. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Attachment B. Said fees shall remain in effect for the entire term of this Contract.
- VIII. MAXIMUM COST TO CITY: Notwithstanding any other provision of this Contract, in no event will the cost to City for the services to be provided herein exceed the maximum sum of \$_____, including direct non-salary expenses. Contractor shall have no claim against City for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that City has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify City and shall immediately repay all such funds to City. This provision shall survive the expiration or other termination of this Agreement.
- IX. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by City of an invoice covering the service(s) rendered to date.

[For any services involving a public works or construction project, the City shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by City of the work or termination of this Contract.]

With respect to any additional services provided under this Contract as specified in Paragraph III hereof, Contractor shall not be paid unless Contractor has received written authorization from City for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Attachment B.

Invoices or applications for payment to the City shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the City for funding payment to Contractor.

- X. **[CONTACT RISK MANAGEMENT PRIOR TO ROUTING FOR SPECIAL CONTRACT SITUATIONS, IE: pollution, cyber liability, construction, environmental services, etc.]INSURANCE:** Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

[ADD NAME AND ADDRESS]

- B. **[INCLUDE IF SERVICES BEING PROVIDED INCLUDE USE OF VEHICLES]** Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 **[OR LESS/DIFFERENT – VERIFY WITH RISK MANAGEMENT PRIOR TO ROUTING]** per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

[ADD NAME AND ADDRESS]

- C. The Contractor shall be required to carry **[CHOOSE ONE OF THE FOLLOWING TO INSERT IN THE LINE, OR IF THIS COVERAGE IS NOT NEEDED, DELETE THIS CLAUSE]:** [professional][malpractice][errors & omissions] coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.]

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to City. However, failure to obtain and provide the required documents to City prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the City.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-

insurance maintained by the City, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

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

- XI. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed City Workers' Compensation Exemption form) shall be provided to City prior to commencement of work.
- XII. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold City harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from City's sole negligence or willful misconduct.
- XIII. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status, disability or other status protected by law. This policy does not require the employment of unqualified persons.
- XIV. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the City during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XV. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the City.
- XVI. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

XVII. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)).

Contractor will permit City to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at City's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from City.

Contractor shall promptly refund any moneys erroneously charged. If City ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

XVIII. CONFIDENTIALITY: All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

XIX. TITLE: It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the City. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to City without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide City with said disk.

XX. TERMINATION:

A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.

- B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the City may terminate this Contract by giving five calendar days written notice to Contractor.
- C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.

XXI. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the City.

XXII. AMENDMENT: This Contract may be amended or modified only by a written instrument signed by both parties.

XXIII. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to City, as evidenced in writing.

XXIV. WAIVER: No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

XXV. SEVERABILITY: If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

XXVI. JURISDICTION AND VENUE: This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in the County of Glenn, California.

XXVII. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

XXVIII. ATTACHMENTS: All "Attachments" referred to below or attached to herein are by this reference incorporated into this Contract:

Attachment Designation	Attachment Title
Attachment A	Services to be provided by Contractor
Attachment B	Compensation or Fees to be Paid to Contractor
[Attachment C]	[Health Insurance Portability and Accountability Act Supplement]

- XXIX. DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.
- XXX. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract. ***[IF HIPAA IS APPLICABLE, INCLUDE THE FOLLOWING SENTENCE AND ATTACHMENT C; OTHERWISE, DELETE THE FOLLOWING SENTENCE AND REMOVE ATTACHMENT C]*** Contractor shall comply with the Health Insurance Portability and Accountability Act and shall execute the Health Insurance Portability and Accountability Act Supplement attached to this Contract as Attachment C.
- XXXI. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
- XXXII. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to City:

Marti Brown
City Manager
201 North Lassen Street
Willows, CA 95988
530-934-7041
mbrown@cityofwillows.org

If to Contractor:

[CONTACT NAME]
[NAME OF BUSINESS/CONTRACTOR]
[ADDRESS]
[ADDRESS]
[PHONE AND/OR EMAIL]

[THE FOLLOWING COST DISCLOSURE PARAGRAPH IS RARELY NEEDED; IT ONLY APPLIES WHEN THE CONTRACT EXCEEDS \$5,000 AND PROVIDES FOR PAYMENT TO THE CONTRACTOR FOR WRITING A REPORT. DELETE THIS PARAGRAPH IF NOT APPLICABLE]

XXXIII. COST DISCLOSURE: In accordance with Government Code Section 7550, Contractor agrees to state in a separate section of its filed report the dollar amount of this Contract and any related contracts and subcontracts relating to the preparation of the report resulting from this contract.

[THE FOLLOWING PUBIC WORKS PROJECTS PARAGRAPH IS RARELY NEEDED; IT ONLY APPLIES WHEN THE CONTRACT INVOLVES A PUBLIC WORK. DELETE THIS PARAGRAPH IF NOT APPLICABLE]

XXXIV. PUBLIC WORKS PROJECTS: No contractor or subcontractor may be listed on a bid proposal for a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

CITY OF WILLOWS:

CONTRACTOR:

By: _____
Mayor
City Council
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

By: _____
Andrew D. Plett
City Attorney

Risk Management Approval:

By: _____
[NAME]
Risk Management
Director

DRAFT

ATTACHMENT A

SERVICES TO BE PROVIDED BY CONTRACTOR

DRAFT

ATTACHMENT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

DRAFT

ATTACHMENT C

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Rule.

- a. Business Associate. "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.
- b. Covered Entity. "Covered Entity" shall mean the County of _____.
- c. Designated Record Set. "Designated Record Set" shall mean:
 - (1) A group of records maintained by or for a covered entity that is:
 - a. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- i. Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- j. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

- k. Security Rule. “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations of Business Associate

Business Associate shall:

- a. Not use or disclose Protected Health Information other than as permitted or required by the Contract or as Required By Law.
- b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
- c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract
- d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Contract of which it becomes aware.
- e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Contract to Business Associate with respect to such information.
- f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- h. Provide access, at the request of Covered Entity, and in the time and manner agreed to by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- i. Make any amendment(s) to Protected Health Information in a Designated Record set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed to between the parties.
- j. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
- k. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- l. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

- m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.
- n. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

- a. Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

- a. Term. The Term of these provisions shall be concurrent with the term of the Contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- b. Immediately terminate this Contract if Business Associate has breached a material term of this Contract and cure is not possible; or
 - c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
- a. Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities.

Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

**Specific Provisions for Use and Disclosures by Business Associate of PHI
Subject to 42 CFR Part 2.**

(a) Covered Entity operates a program for treatment of alcohol or drug abuse, receives federal financial assistance in the operation of that program, and is required to comply with 42 CFR Part 2 pertaining to use and disclosure of patient information and patient records.

(b) Business Associate is a “Qualified Service Organization” as that term is defined at 42 CFR 2.11.

(c) Business Associate acknowledges that it will have access to records that are covered by 42 CFR Part 2. Business Associate agrees that it is fully bound by the provisions of 42 CFR Part 2, and will only use and disclose protected health information as permitted by those regulations. Business Associate will, if necessary, resist in judicial proceedings any effort to obtain access to patient records not permitted by 42 CFR Part 2.

Miscellaneous

- a. Regulatory References. A reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the

requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- c. Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Privacy Rule.

DRAFT



Date: April 8, 2025
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Subject: Children's Librarian Position

Recommendation:

Staff recommends moving forward with hiring a part-time Children's Librarian to implement children's programs at the Willows Library.

Rationale for Recommendation:

The position has been vacant since February 2025, due to budget constraints, and the Library Board wishes to move forward with preparing for the 2025 summer children's programs.

Background:

The Willows Children's Librarian vacated the position in February 2025 accepting a similar position in the City of Orland. At the time, the City was facing serious financial circumstances. As a result, a hiring freeze was instituted, with the exception of the City Clerk position, until the results of the November 2024 election and the Mid-Year Budget was completed. As the Mid-Year budget has been delayed, the Library Board requested that the City move forward with filling the vacant Children's Librarian position (Attachment 1) so that they may start planning for summer children's programming.

Historically, the Children's Librarian was a part-time position until Willows Library received a one-time grant in FY 2023-24 and the Library Board requested to use those funds to increase the position to full-time. Since then, the grant funding has ceased, and the General Fund has paid for the full-time position.

Prior to FY 2023-24, the part-time Children's Librarian position cost the City's General Fund \$9,058 annually. In FY 2023-24, the position cost the City's General Fund \$52,566 (including healthcare, retirement and social security).

Discussion & Analysis:

The Children's Librarian runs numerous programs that impact the lives of many Willows and Glenn County children. For example, in 2024, the Children's Librarian executed 188 individual activities as part of the following programs:

- Weekly Storytimes for (ages 0-5),

- Biweekly movie night or afternoon programs for (ages 0-18),
- Monthly Crafternoons - after-school craft program (ages 0-18),
- Monthly Block Party Lego Program (ages 2012),
- Monthly Teen Program (ages 12-18), and
- Monthly Game Day (ages 0-18).

In addition to the regularly scheduled programs, the Children's Librarian also coordinates with teachers at local schools (e.g., Pre-K through 12) to offer class library tours/orientations and sign-up students for library cards. Throughout the year, local organizations and agencies also offer various youth programs at the library in coordination with the Children's Librarian.

As required by the State Library, the Willows Library accounts for all program attendees. In 2024, a total of 3,061 attendees participated in Children's programming. This number includes adults who accompany children to and participate in the programs, because it helps to increase overall literacy and strengthen family bonds. Library staff estimate that 80% of participants are children, resulting in a total child participation number of approximately 2,500.

Library staff cannot account for the number of unique program participants, because all library programs are drop-in, and registration is not required. While no program has exactly the same attendees each time as they are designed and offered for different ages and interests, staff estimate that each program experiences approximately 65% repeat attendance.

The Summer Reading Program Report (Attachment 2) offers additional information about the types of programs offered each month, the age groups that they serve, and participation statistics.

Consistency with Council Priorities and Goals:

The proposed position is consistent with Council Priority #6: Quality of Life, Goal 4: Expand youth and adult activities.

Fiscal Impact:

The position is already budgeted for fiscal year 2024-25, so moving forward with recruiting and hiring to fill the vacancy will use General Fund monies that are already allocated.

Attachment:

- Attachment 1: Children's Librarian Job Classification
- Attachment 2: 2024 Willows Library Summer Program

CITY OF WILLOWS
CHILDREN'S LIBRARIAN PART-TIME

*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:

The Children's Librarian is responsible for planning and providing library programs and services to children and young adults. This is a part-time position up to 19 hours per week with flexible hours and does not receive benefits or payment in lieu therefor.

DISTINGUISHING CHARACTERISTICS:

The **Children's Librarian** serves children and young adults and should possess a desire to work with young people; this person should know and enjoy children's and young adult literature. Incumbents should strive to learn new information technology, teach it to others and have a commitment to helping people learn. This individual cares about making a positive impact on the community's youth and explores ways to build strong parent/child relationships. Must possess creativity, motivation, flexibility, excellent communication skills, imagination and enthusiasm.

SUPERVISION RECEIVED/EXERCISED:

Receives supervision and direction from the Library Director.

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

- Programming: Designs, promotes, presents and evaluates a variety of programs, such as storytelling, book talking, book discussion groups, class tours, crafts, and other age-appropriate activities for children and young adults.
- Outreach: Serves as liaison to the schools and performs outreach activities with organizations, agencies, day cares, schools, and home school providers in the community to creatively promote library services and facilitate programming and service delivery.
- Reference: Provides instruction and assistance in the use of the computer catalog, Internet, and other computer resources and assists children and adults in selecting and locating materials in the youth collections.
- Other duties as assigned.

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 accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office environment; incumbents may be required to work extended hours including evenings and weekends.

CHILDREN'S LIBRARIAN

Page 2

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

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

Education and/or Experience:

Any combination of training, education, and experience which demonstrates ability to perform the duties of the position. High school diploma or GED, and experience working with children required, with 1 to 2 years post-secondary education preferred.

License/Certificate:

Possession of, or ability to obtain, a valid California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

- Knowledge of common computer applications with the ability to use/learn library software programs.

Ability to:

- Ability to work well under stress and maintain a welcoming attitude; strong communication and interpersonal skills for providing quality customer service to patrons of all ages.
- Ability to lift, carry & shelve library materials.

Skill to:

- Design and provide engaging activities that help young people develop their creativity, interests, and talents

ACKNOWLEDGMENT:

I acknowledge that I have read the job description and requirements for the Children's Librarian 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

2024 Willows Library Summer Program

Program Name (June – August, 2024)	# of events held	# of attendees
Summer Reading Program (all ages but participation is 90% under age 12)		195 (signups)
Game Day (ages 0-18)	3	6
Storytime (ages 0-5)	18	123
Block Party Lego program (ages 2-12)	2	25
Wild Things (all ages)	1	152
Partner Agency events at library: Fire Dept; Sheriff; Master Gardeners; Glenn Co Farm Bureau; Ca Highway Patrol; Red Cross; Fish & Game; Ca Dairy Board; Honeybee Discovery Center; CSU, Chico; Glenn Resource & Conservation District (ages 0-18)	14	198
Lunch with the Library: grant funded visits to school lunch site to provide outreach/distribute free books (ages 0-18)	21	683
Teen program (ages 12-18)	3	7
Movie afternoon/night (ages 0-18)	13	69
Crafternoon (ages 0-18)	3	16
TOTALS	78	1,474



COMMENTS AND REPORTS



CLOSED SESSION