



# Willows City Council Regular Meeting

April 25, 2023  
Willows City Hall  
6:00 PM – Regular Session

City Council  
Rick Thomas, Mayor  
David Vodden, Vice Mayor  
Gary Hansen, Council Member  
Jeff Williams, Council Member  
Casey Hofhenke, Council Member

City Manager  
Marti Brown

City Clerk  
Vacant

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

## Agenda

### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

### 3. ROLL CALL

### 4. CHANGES TO THE AGENDA

### 5. PRESENTATION

#### a. City Swimming Pool – Ad Hoc Committee Update

Contacts: Vice-Mayor Vodden and Councilmember Hofhenke, Swimming Pool Ad Hoc Committee Members

### 6. PUBLIC COMMENT & CONSENT CALENDAR FORUM

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

#### a. Register Approval

Recommended Action: Approve general checking, payroll, and direct deposit check registers.  
Contact: Marti Brown, City Manager, [mbrown@cityofwillows.org](mailto:mbrown@cityofwillows.org)

#### b. Minutes Approval

Recommended Action: Approve minutes of the April 11 and April 18, 2023, City Council meetings.  
Contact: Marti Brown, City Manager, [mbrown@cityofwillows.org](mailto:mbrown@cityofwillows.org)

c. **Annual Weed and Garbage Abatement Schedule**

Recommended Action: Adopt resolution and approve the Weed and Garbage Abatement Schedule for the 2023 Fire Season.

Contact: Nate Monck, Fire Chief, [nmonck@cityofwillows.org](mailto:nmonck@cityofwillows.org)

d. **Approve Award of Bid - Grant Funded Staff Vehicle Upfit**

Recommended Action: Approve award of bid and authorize the City Manager, or her designee, to purchase the equipment listed in estimate 301 from Superior Installs.

Contact: Nate Monck, Fire Chief, [nmonck@cityofwillows.org](mailto:nmonck@cityofwillows.org)

e. **Bid Award to Paint Fire Engine #5**

Recommended Action: Approve attached recommended bid and authorize the City Manager, or her designee, to execute a contract and scope of work as identified in estimate 0007 to R/L Truck and Tractor.

Contact: Nate Monck, Fire Chief, [nmonck@cityofwillows.org](mailto:nmonck@cityofwillows.org)

f. **Legal Services Agreement for City Attorney Services**

Recommended Action: Approve the Legal Services Agreement for City Attorney services (Attachment 1) between the City of Willows and Prentice | Long, PC.

Contact: Rick Thomas, Mayor, [rthomas@cityofwillows.org](mailto:rthomas@cityofwillows.org)

7. **COMMENTS & REPORTS**

a. City Council Correspondence

Letter from Mr. Brad Eidman regarding conversion of existing single-family residence at 118 North Lassen Street.

b. City Council Comments & Reports

8. **ADJOURNMENT**

**This agenda was posted on April 21, 2023.**

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Marti Brown, City Manager

A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall or the Willows Public Library at 201 North Lassen Street in Willows or on the City's website at [www.cityofwillows.org](http://www.cityofwillows.org).

In compliance with the Americans with Disabilities Act, the City of Willows will make available to members of the public any special assistance necessary to participate in this meeting. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132). The public should contact the City Clerk's office at 934-7041 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

*The City of Willows is an Equal Opportunity Provider.*



# PUBLIC COMMENT & CONSENT CALENDAR FORUM



PERIOD

02/23/2023 TO 04/11/2023

Payroll Direct Deposit      Z46441      TO      Z46473

General Checking      40661      TO      40676

Check Register      052970      TO      053011 Batch 27

APPROVAL DATE      04/25/2023

APPROVED \_\_\_\_\_

Check Number	Date	Payroll Date	**Employee** Num Name	Actual Period	Fiscal Period	Gross Amount
40661	04/10/23	04/09/23	MAR00 MARTINEZ, JULIANA	04-23	10-23	352.00
40662	04/10/23	04/09/23	BEA00 BEATTY, RYAN	04-23	10-23	108.50
40663	04/10/23	04/09/23	CAN00 CANO, ILIANNA	04-23	10-23	108.50
40664	04/10/23	04/09/23	GAR13 GARCIA JR., FERNANDO	04-23	10-23	108.50
40665	04/10/23	04/09/23	JIM00 JIMENEZ, ALEJANDRO	04-23	10-23	108.50
40666	04/10/23	04/09/23	PAL03 PALAFOX-SAN, NYLA	04-23	10-23	108.50
40667	04/10/23	04/09/23	RUI01 RUIZ, DAFNEE	04-23	10-23	108.50
Z46441	04/10/23	04/09/23	HAN02 HANSEN, GARY L	04-23	10-23	250.00
Z46442	04/10/23	04/09/23	HOP01 HOPHENKE, CASEY	04-23	10-23	250.00
Z46443	04/10/23	04/09/23	THO00 THOMAS, RICHARD	04-23	10-23	250.00
Z46444	04/10/23	04/09/23	VOD00 VODDEN, DAVID	04-23	10-23	250.00
Z46445	04/10/23	04/09/23	WIL02 WILLIAMS, JEFF	04-23	10-23	250.00
Z46446	04/10/23	04/09/23	BRO01 Brown, Martha	04-23	10-23	5955.77
Z46447	04/10/23	04/09/23	BUR00 Burt, Kellie D	04-23	10-23	50.00
Z46448	04/10/23	04/09/23	BUT01 BUTLER, KATIE LEEANN	04-23	10-23	2117.38
Z46449	04/10/23	04/09/23	FAH00 FAHEY, LORI	04-23	10-23	3384.77
Z46450	04/10/23	04/09/23	WAC00 WACKERMAN, JANET	04-23	10-23	692.29
Z46451	04/10/23	04/09/23	BOB00 BOBADILLA, PEDRO D	04-23	10-23	50.00
Z46452	04/10/23	04/09/23	PIA00 PIATT, JAMES PATRICK	04-23	10-23	4807.69
Z46453	04/10/23	04/09/23	RUS01 RUSTENHOVEN, TARA L	04-23	10-23	2404.00
Z46454	04/10/23	04/09/23	ARE00 Arellanes, Ashley Marie	04-23	10-23	653.98
Z46455	04/10/23	04/09/23	BRI00 BRIONES, BRENDA VALENZU	04-23	10-23	256.00
Z46456	04/10/23	04/09/23	EHO02 EHORN, CAITLIN A	04-23	10-23	1373.38
Z46457	04/10/23	04/09/23	SPE02 SPENCE, KYLIEGH C	04-23	10-23	544.00
Z46458	04/10/23	04/09/23	VAR00 Vargas, Giovanni	04-23	10-23	592.00
Z46459	04/10/23	04/09/23	BAR01 BARAJAS, JOSE	04-23	10-23	61.25
Z46460	04/10/23	04/09/23	FLO00 Flowerdew, Nick	04-23	10-23	112.38
Z46461	04/10/23	04/09/23	HER00 HERNANDEZ-SE, RICARDO	04-23	10-23	108.50
Z46462	04/10/23	04/09/23	HUT04 HUTSON, KRISTINA RENEE	04-23	10-23	1052.50
Z46463	04/10/23	04/09/23	ENO00 ENOS, KYLE	04-23	10-23	2136.62
Z46464	04/10/23	04/09/23	LOM00 LOMBARD, TYLER JOSEPH	04-23	10-23	2287.91
Z46465	04/10/23	04/09/23	LOP02 Lopez, Jose	04-23	10-23	1816.49
Z46466	04/10/23	04/09/23	MON00 MONCK, NATHANIAL T	04-23	10-23	4538.77
Z46467	04/10/23	04/09/23	ABO00 ABOLD, STEVEN B	04-23	10-23	2093.18
Z46468	04/10/23	04/09/23	CAZ01 Cazares, Benjamin L.	04-23	10-23	1643.85
Z46469	04/10/23	04/09/23	MIN00 MINGS, MICHAEL E	04-23	10-23	2205.95
Z46470	04/10/23	04/09/23	PFY00 PFYL, NATISA N	04-23	10-23	3001.51
Z46471	04/10/23	04/09/23	RAN01 RANDOLPH, MATTHEW	04-23	10-23	1567.69
Z46472	04/10/23	04/09/23	REE00 REED, JOSHUA	04-23	10-23	1567.69
Z46473	04/10/23	04/09/23	VAS01 VASQUEZ, PEDRO CEASAR	04-23	10-23	2550.40
						51878.95

REPORT.: 04/14/23  
 RUN ON.: 04/11/23 Time: 09:27  
 RUN BY.: Katie Butler

CITY OF WILLOWS

PAGE: 001  
 ID #: SPVR  
 CTL.: WIL

Vendor Check Register Print

Number	Date	Vendor/Organization	Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid
40668	04/14/23	AFL02 AFLAC WAGE WORKS	C30411	04/11/23	AFLAC DEPENT PRETAX	04-23	142.31	142.31
40669	04/14/23	EDD01 EMPLOYMENT DEVELOP.DEPT. S	C30411	04/11/23	STATE INCOME TAX	04-23	1346.25	1346.25
40670	04/14/23	EDD02 EMPLOYMENT DEVELOPMENT DEP	C30411	04/11/23	SDI	04-23	448.61	448.61
40671	04/14/23	ICM01 ICMA RETIREMENT TRUST 457	C30411	04/11/23	DEFERRED COMP - ICMA	04-23	200.00	200.00
40672	04/14/23	NAT00 NATIONWIDE RETIREMENT SOLU	C30411	04/11/23	USCM DEF. COMP. NAT	04-23	1070.34	
40672	04/14/23	NAT00 NATIONWIDE RETIREMENT SOLU	1C30411	04/11/23	USCM DEF. COMP. MTCH	04-23	278.85	1349.19
40673	04/14/23	PER01 P.E.R.S.	C30411	04/11/23	PERS PAYROLL REMITTANCE	04-23	7764.94	7764.94
40674	04/14/23	UMP00 UMPQUA BANK	C30411	04/11/23	DIRECT DEPOSIT	04-23	34864.08	34864.08
40675	04/14/23	UMP01 UMPQUA BANK - MYTAXPAYER	C30411	04/11/23	FEDERAL INCOME TAX	04-23	3727.91	
40675	04/14/23	UMP01 UMPQUA BANK - MYTAXPAYER	1C30411	04/11/23	FICA	04-23	6242.74	
40675	04/14/23	UMP01 UMPQUA BANK - MYTAXPAYER	2C30411	04/11/23	MEDICARE	04-23	1460.00	11430.65
TOTAL DISBURSED...							57546.03	57546.03

REPORT.: 04/11/23  
RUN ON.: 04/11/23 Time: 10:22  
RUN BY.: Katie Butler

CITY OF WILLOWS

PAGE: 001  
ID #: SPVR  
CTL.: WIL

Vendor Check Register Print

Number	Date	Vendor/Organization	Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid
40676	04/11/23	PER01 P.E.R.S.	C30411	04/11/23	LATE ADD 3 FOR LOP02	04-23	1356.42	1356.42
TOTAL DISBURSED...							1356.42	1356.42

Invoice No	Description	Invoice Date	Actual Period	Discount G/L	Account No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal Yr					
Check #: 052971 Check Date.: 02/23/23 Vendor I.D.: AMA00 (AMAZON.COM)								
C30222-	ZIP BOOKS FOR WILLOWS LIBRARY	02/22/23	02-23			366.69	.00	366.69
		02/23/23	08-23					
Check #: 052972 Check Date.: 02/23/23 Vendor I.D.: AME02 (ARAMARK)								
18135-	CLEANING UNIFORMS FOR PUBLIC WORKS	02/07/23	02-23			158.78	.00	158.78
		02/23/23	08-23					
223289-	CLEANING UNIFORMS FOR PUBLIC WORKS	02/14/23	02-23			158.78	.00	158.78
		02/23/23	08-23					
C30222-	PAYMENT FOR INV. 5066207750 & 5066212135	02/22/23	02-23			233.56	.00	233.56
		02/23/23	08-23					
** Vendor's Subtotal ----->						551.12	.00	551.12
Check #: 052973 Check Date.: 02/23/23 Vendor I.D.: AND01 (ANDY HEATH FINANCIAL SERVICES)								
1924-	SERVICES PROVIDED JAN 25,2023 TO FEB 20,2023	02/21/23	02-23			4050.00	.00	4050.00
		02/23/23	08-23					
Check #: 052974 Check Date.: 02/23/23 Vendor I.D.: BAK06 (BAKER & TAYLOR BOOKS)								
203729963-	NEW PRINT MAT. WILLOWS LIBRARY	02/01/23	02-23			151.50	.00	151.50
		02/23/23	08-23					
Check #: 052975 Check Date.: 02/23/23 Vendor I.D.: BAR01 (WILLOWS AUTO PARTS)								
650876-	SLIDE TERMINAL & ELECTRICAL TAPE	01/31/23	02-23	A		25.17	.00	25.17
		02/23/23	08-23					
650943-	IND BELT	01/31/23	02-23	A		18.20	.00	18.20
		02/23/23	08-23					
650953-	6MO WTY BAT,CORE DEPOSIT AND ENVIRONMENTAL FEE	01/31/23	02-23	A		514.49	.00	514.49
		02/23/23	08-23					
650988-	LIP SEAL, OIL FILTER, EXACTFITBLADE, ECT.	02/01/23	02-23	A		167.05	.00	167.05
		02/23/23	08-23					
651028-	HTR HOSE, FUEL FILTER, FILTER & SPARK PL	02/01/23	02-23	A		44.42	.00	44.42
		02/23/23	08-23					
651063-	NAPA AIR FILTER	02/02/23	02-23	A		58.90	.00	58.90
		02/23/23	08-23					
651113-	GUNK LIQUID WRENCH	02/02/23	02-23	A		16.50	.00	16.50
		02/23/23	08-23					
651121-	BLUE DEF 2.5 GAL	02/02/23	02-23	A		26.80	.00	26.80
		02/23/23	08-23					
** Vendor's Subtotal ----->						871.53	.00	871.53
Check #: 052976 Check Date.: 02/23/23 Vendor I.D.: CAL01 (CALIFORNIA WATER SERVICE CO.)								
C30216-	WATER FOR ACCT 6442	02/08/23	02-23	A		90.09	.00	90.09
		02/23/23	08-23					
Check #: 052977 Check Date.: 02/23/23 Vendor I.D.: CAL04 (CALIFORNIA DEPT. OF JUSTICE)								
633240-	FINGERPRINTING & CUST OF RECORDS	02/03/23	02-23			79.00	.00	79.00
		02/23/23	08-23					
Check #: 052978 Check Date.: 02/23/23 Vendor I.D.: CAL26 (DEPT. OF FORESTRY & FIRE PROTECTION)								
167436-	SERVICE FOR 7-1-22 TO 9-30-22, 2022/23 FY	02/03/23	02-23			28276.93	.00	28276.93
		02/23/23	08-23					
Check #: 052979 Check Date.: 02/23/23 Vendor I.D.: COL08 (COLE HUBER LLP)								
41869-	GENERAL COUNSEL SERVICES	02/06/23	02-23			8727.42	.00	8727.42
		02/23/23	08-23					
41870-	141 N. CRAWFORD - ABATEMENT/RECEIVERSHIP	02/06/23	02-23			628.25	.00	628.25
		02/23/23	08-23					
** Vendor's Subtotal ----->						9355.67	.00	9355.67



Invoice No	Description	Check #	Check Date	Vendor I.D.	Invoice Date		Actual Period	Discount G/L	Account No	Gross Amount	Discount Amount	Net Amount
					Due Date	Fiscal Tm						
		052980	02/23/23	COM20 (COMP INC)								
00036302-	PRE EMPLOYMENT PHYSICAL				02/01/23	02-23				330.00	.00	330.00
					02/23/23	08-23						
		052981	02/23/23	ENO00 (KYLE ENOS)								
C30215-	CLASS B LICENSE PHYSICAL REIMBURSEMENT (2YR)				02/15/23	02-23				125.00	.00	125.00
					02/23/23	08-23						
		052982	02/23/23	FED00 (FEDEX )								
804246076-	EXPRESS & GROUND SHIPPING				02/17/23	02-23				46.02	.00	46.02
					02/23/23	08-23						
		052983	02/23/23	FIR00 (THE FIRST CHOICE COFFEE SERVICES)								
1113-	WATER FILTRATION				02/07/23	02-23				45.00	.00	45.00
					02/23/23	08-23						
		052984	02/23/23	GLE13 (GLENN CO. CLERK-RECORDER)								
C30217-	NOTICE OF EXEMPTION FOR THE FIRE FUEL REDUC. GRANT				02/17/23	02-23 A				50.00	.00	50.00
					02/23/23	08-23						
		052985	02/23/23	HOU00 (HOUSING TOOLS, LLC)								
2637-	HOME MONITORING FOR SYCAMORE RIDGE APT				02/07/23	02-23				1475.00	.00	1475.00
					02/23/23	08-23						
2638-	WILLOWS HE ACTIVITY 12				02/07/23	02-23				900.00	.00	900.00
					02/23/23	08-23						
					** Vendor's Subtotal ----->					2375.00	.00	2375.00
		052986	02/23/23	INT16 (INTERSTATE BATTERY SYSTEM OF REDDING)								
30063933-	D.S. I-LT AND MT-24				02/07/23	02-23				218.59	.00	218.59
					02/23/23	08-23						
		052987	02/23/23	ITF01 (INDUSTRIAL TRUCK & FARM)								
599366-	3/4X3-1/2 G5 USS HX CP, ECT				02/09/23	02-23 A				47.70	.00	47.70
					02/23/23	08-23						
		052988	02/23/23	JER00 (JEREMY'S PEST STOMPERS)								
232312-	PEST CONTROL FOR CITY HALL- FEB 2023				02/03/23	02-23				55.00	.00	55.00
					02/23/23	08-23						
232313-	PEST CONTROL FOR FIRE DEPT - FEB. 2023				02/03/23	02-23				40.00	.00	40.00
					02/23/23	08-23						
					** Vendor's Subtotal ----->					95.00	.00	95.00
		052989	02/23/23	JON00 (JON'S BACKFLOW)								
564-	ANNUAL TESTING FOR ALL BACKFLOW DEVICES				02/07/23	02-23				1131.00	.00	1131.00
					02/23/23	08-23						
		052990	02/23/23	KNI03 (KNIFE RIVER CONSTRUCTION)								
283860-	WET PATCH & ENVIRONMENTAL FEE				01/30/23	02-23				374.79	.00	374.79
					02/23/23	08-23						
		052991	02/23/23	LIF01 (LIFE ASSIST)								
1290987-	BERMAN AIRWAY KIT				02/03/23	02-23 A				7.45	.00	7.45
					02/23/23	08-23						
1291655-	CDI OXYGEN REGULATOR, 2 DISS AND LITER FLOW				02/07/23	02-23 A				105.00	.00	105.00
					02/23/23	08-23						
					** Vendor's Subtotal ----->					112.45	.00	112.45

Invoice No	Description	Invoice Date	Actual Period	Discount		Gross Amount	Discount Amount	Net Amount	
				G/L Account No	Tm				
Check #.: 052992 Check Date.: 02/23/23		Vendor I.D.: MAT01 (MATSON & ISOM TECHNOLOGY CONSULTING INC)							
87245-	AGREEMENT CLEARIT PREMIER PARTNER	02/13/23	02-23			4264.00	.00	4264.00	
		02/23/23	08-23						
Check #.: 052993 Check Date.: 02/23/23		Vendor I.D.: MEN02 (MENDES SUPPLY COMPANY)							
061956A-	TORK 8" X 800' NATURAL TOLL TOWEL	01/23/23	02-23			65.60	.00	65.60	
		02/23/23	08-23						
Check #.: 052994 Check Date.: 02/23/23		Vendor I.D.: MIN00 (MICHAEL MINGS)							
C30222-	BOOT REIMBURSEMENT	02/22/23	02-23			100.00	.00	100.00	
		02/23/23	08-23						
Check #.: 052995 Check Date.: 02/23/23		Vendor I.D.: MJB01 (MJB WELDING SUPPLY, INC.)							
01418339-	CYLINDER RENTAL	01/31/23	02-23	A		49.60	.00	49.60	
		02/23/23	08-23						
Check #.: 052996 Check Date.: 02/23/23		Vendor I.D.: MYE01 (HOLLY MYERS)							
C30217-	REIMBURSEMENT FOR SEWER SERVICE CHARGE	02/17/23	02-23			317.10	.00	317.10	
		02/23/23	08-23						
Check #.: 052997 Check Date.: 02/23/23		Vendor I.D.: NEC00 (NEC FINANCIAL SERVICES LLC)							
02551960-	PHONE SYSTEM	02/03/23	02-23			268.08	.00	268.08	
		02/23/23	08-23						
Check #.: 052998 Check Date.: 02/23/23		Vendor I.D.: NOR18 (NORTHERN CALIF. GLOVES)							
01556555-	LATEX PF HIRISK XL EXAM	02/09/23	02-23			201.49	.00	201.49	
		02/23/23	08-23						
Check #.: 052999 Check Date.: 02/23/23		Vendor I.D.: OFF05 (OFFICE DEPOT, INC.)							
291504230-	STAMP, COPY PAPER AND BINDERS	01/27/23	02-23	A		91.41	.00	91.41	
		02/23/23	08-23						
Check #.: 053000 Check Date.: 02/23/23		Vendor I.D.: PGE01 (PG & E)							
C30216-	UTILITY-ELECTRIC FOR ACCT 2874	02/03/23	02-23	A		100.81	.00	100.81	
		02/23/23	08-23						
Check #.: 053001 Check Date.: 02/23/23		Vendor I.D.: RAY03 (RAY MORGAN COMPANY)							
4007447-	STAPLES P1 REFILLS FOR CORNER/DOUNLE STAPLING	02/03/23	02-23	A		71.94	.00	71.94	
		02/23/23	08-23						
4022412-	WATER SYSTEM	02/16/23	02-23	A		63.28	.00	63.28	
		02/23/23	08-23						
						** Vendor's Subtotal ----->	135.22	.00	135.22
Check #.: 053002 Check Date.: 02/23/23		Vendor I.D.: REE00 (JOSHUA REED)							
C30222-	DMV REIMBURSEMENT	02/03/23	02-23			90.87	.00	90.87	
		02/23/23	08-23						
Check #.: 053003 Check Date.: 02/23/23		Vendor I.D.: RGS01 (REGIONAL GOVERNMENT SERVICES)							
14616-	CONTRACT SERVICES FOR JAN 2023- HR	01/31/23	02-23			192.36	.00	192.36	
		02/23/23	08-23						
Check #.: 053004 Check Date.: 02/23/23		Vendor I.D.: SAC08 (SACRAMENTO VALLEY MIRROR)							
C30222-	ONE YEAR SUBSCRIPTION FOR CITY HALL	02/22/23	02-23	A		81.00	.00	81.00	
		02/23/23	08-23						

Invoice No	Description	Due Date	Fiscal	Actual Period	Discount G/L	Account No	Gross Amount	Discount Amount	Net Amount	
Check #.: 053005 Check Date.: 02/23/23		Vendor I.D.: SAF03 (SAFETY TIRE SERVICE)								
55596-	16X6.50-1/2 CAR TURF-SAVER TL & RECYLCE FEE	01/31/23 02/23/23	02-23 08-23				101.21	.00	101.21	
Check #.: 053006 Check Date.: 02/23/23		Vendor I.D.: SEV00 (INFRAMARK, LLC)								
89370-	BASE OPERATING FEE, REPAIRS & MAINTENANCE	02/06/23 02/23/23	02-23 08-23				72127.48	.00	72127.48	
Check #.: 053007 Check Date.: 02/23/23		Vendor I.D.: THR00 (3CORE )								
1703-	RUMIANO LOAN MANAGEMENT FOR JAN 2023	01/31/23 02/23/23	02-23 08-23				750.00	.00	750.00	
Check #.: 053008 Check Date.: 02/23/23		Vendor I.D.: USB03 (US BANK ST. PAUL CM-9703)								
2223993-	2021 SEWER SYSTEM FINANCING PROJECT	02/07/23 02/23/23	02-23 08-23				136414.00	.00	136414.00	
Check #.: 053009 Check Date.: 02/23/23		Vendor I.D.: WAS00 (WASTE MANAGEMENT)								
0535879-	1-3 YARD DUMPSTER RECYCLE 1 TIME PER WEEK	02/16/23 02/23/23	02-23 08-23				115.38	.00	115.38	
Check #.: 053010 Check Date.: 02/23/23		Vendor I.D.: WILHD (WILLOWS HARDWARE, INC.)								
280518-	CHAIN SAW	02/02/23 02/23/23	02-23 08-23	A			57.90	.00	57.90	
282629-	GAL NIP, BRASS NIP & GAL RED BRUSH	02/02/23 02/23/23	02-23 08-23	A			18.45	.00	18.45	
							** Vendor's Subtotal ----->	76.35	.00	76.35
Check #.: 053011 Check Date.: 02/23/23		Vendor I.D.: WILHI (WILLOWS ACE HARDWARE)								
91710-	BATTERY ALKALINE 9V 2PK	01/17/23 02/23/23	02-23 08-23				8.57	.00	8.57	
91722-	SAT NICK KEYPAD ENTRY	01/17/23 02/23/23	02-23 08-23				150.14	.00	150.14	
91989-	SEALR CONCRTE GRY 10 10Z	01/25/23 02/23/23	02-23 08-23				14.99	.00	14.99	
92242-	ACE BETTER ROLLER 9X3/8"	02/01/23 02/23/23	02-23 08-23				9.85	.00	9.85	
92251-	GORILLA HD CONST ADH 9OZ	02/01/23 02/23/23	02-23 08-23				12.86	.00	12.86	
92277-	TRU BLU PIPESEALNT 8OZ	02/02/23 02/23/23	02-23 08-23				17.15	.00	17.15	
92409-	CON FLR PANT ARMR GRAY 1G & STATE PAINTCARE	02/06/23 02/23/23	02-23 08-23				54.31	.00	54.31	
92425-	PATCH STUCCO R/M QT	02/06/23 02/23/23	02-23 08-23				12.86	.00	12.86	
92466-	ACE BEST RLR M FRM 6X3/8 & PAINTERS TAPE	02/07/23 02/23/23	02-23 08-23				14.56	.00	14.56	
92473-	RYL INT SG EHT 5G	02/07/23 02/23/23	02-23 08-23				205.37	.00	205.37	
92514-	6" FF FLANGE GASKET, CHECK VALVE & CMNT PVCRD HOT	02/08/23 02/23/23	02-23 08-23				264.52	.00	264.52	
92558-	CON FLR PANT ARMR GRY, SPRAYPAINT GLOSS, ECT	02/09/23 02/23/23	02-23 08-23				63.52	.00	63.52	
92704-	ACE BETTER ROLLER 9X3/4"	02/14/23 02/23/23	02-23 08-23				6.00	.00	6.00	
92729-	RYL EXT SG NB 1G, STATE PAINTCARE GALLON, ECT	02/14/23 02/23/23	02-23 08-23				57.09	.00	57.09	
92871-	ADAPTR GRND VINYL 3/2BK	02/16/23 02/23/23	02-23 08-23				2.78	.00	2.78	
							** Vendor's Subtotal ----->	894.57	.00	894.57
							** Total Checks Paid ----->	265179.61	.00	265179.61

CITY OF WILLOWS  
 Automatic Check Listing/Update  
 General Ledger Accounts Summary for February 23, 2023  
 Accounting Period is February, 2023

G/L Account No	Total Amount	Extension	FUND Description	ACCT Description	DEPT Description
000 1045	-265179.61	-265179.61	Cash Clearing	Umpqua Bank-General	Checking
301 2400	51465.73	-213713.88	General	Accounts Payable	
318 2400	209832.41	-3881.47	Sewer Maint.	Accounts Payable	
326 2400	750.00	-3131.47	Cdbg-Otc	Accounts Payable	
330 2400	900.00	-2231.47	Community Discr	Accounts Payable	
341 2400	366.69	-1864.78	Zip Books-State	Accounts Payable	
372 2400	389.78	-1475.00	Gas Tax 2103	Accounts Payable	
398 2400	1475.00	.00	Home Grant	Accounts Payable	



# Willows City Council Meeting Draft Action Minutes

City Council  
Rick Thomas, Mayor  
David Vodden, Vice Mayor  
Gary Hansen, Council Member  
Jeff Williams, Council Member  
Casey Hofhenke, Council Member

City Manager  
Marti Brown

City Clerk  
Vacant

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

## April 11, 2023

### 1. CALL TO ORDER - 6:00 PM

### 2. PLEDGE OF ALLEGIANCE

### 3. ROLL CALL

Councilmembers Present: Councilmembers Hansen, Hofhenke and Williams, Vice Mayor Vodden, and Mayor Thomas.

### 4. CHANGES TO THE AGENDA

Item 7a, presentation of 2021 NBS Sewer Rate Study, moved to after Consent Calendar.

### 5. PUBLIC COMMENT & CONSENT CALENDAR FORUM

#### a. Register Approval

Pulled – moved to after Item 6.a

#### b. Minutes Approval

Action: Approve minutes of the March 28, 2023, City Council meeting and April 6, 2023 Special City Council meeting.

Moved/Seconded: Vice Mayor Vodden, Councilmember Hansen

**Yes:** Vice Mayor Vodden, Councilmembers Hansen, Hofhenke and Williams, Mayor Thomas

#### c. Purchase Flexibility for the Acquisition of a new Flat Bed Pickup, or Cab & Chassis

Pulled – moved to after Item 6.a.

### 7.a. Overview: 2021 NBS Sewer Rate Study

Action: Received presentation of the 2021 NBS Sewer Rate Study; no other action taken.

### 6. PRESENTATION

#### a. FY 2023-24 Budget – Proposed Budget Additions and Changes

Action: Received staff presentation.

**5.a. Register Approval**

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

Moved/Seconded: Councilmember Williams, Vice Mayor Vodden

**Yes:** Councilmember Williams, Vice Mayor Vodden, Councilmembers Hansen and Hofhenke, Mayor Thomas

**5.c Purchase Flexibility for the Acquisition of a new Flat Bed Pickup, or Cab & Chassis**

Action: Adopt resolution to approve purchase flexibility of a F550 truck to similar model

Moved/Seconded: Councilmembers Hansen and Williams

**Yes:** Councilmembers Hansen, Williams and Hofhenke, Vice Mayor Vodden and Mayor Thomas  
*(Roll Call vote)*

**7. DISCUSSION & ACTION CALENDAR**

**c. City Swimming Pool Repairs**

Action: Staff directed to undergo the minimum pool repairs necessary to open the city pool, using the source of funds listed in the Staff report and issue a Request for Proposals.

Moved/Seconded: Vice Mayor Vodden and Councilmember Hofhenke

**Yes:** Vice Mayor Vodden, Councilmembers Hansen, Hofhenke, Williams, Mayor Thomas

**b. City Council Swimming Pool Ad Hoc Committee**

Action: Ad Hoc Committee provided update on current progress; no other action taken.

**8. COMMENTS & REPORTS**

a. City Council Correspondence

Letter from Mr. Forrest J. Sprague regarding Presentation of NBS Wastewater Rate

b. City Council Comments & Reports

**9. ADJOURNMENT – 8:38 PM**

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Marti Brown, City Manager

# FORREST J. SPRAGUE

801 Applewood Way Willows, CA 95988  
Ph: 530-514-8700 Email: forsprague@aol.com

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April 11, 2023

Willows City Council  
201 N. Lassen St  
Willows, CA 95988  
Hand delivered

COPY



## RE: Presentation of NBS Wastewater Rate

Dear Mayor Thomas:

I ask that the first page this letter be read into the record during tonight's Council meeting. Then I request that representatives from the NBS Group answer my questions after their presentation.

First, while I have criticized the conduct of City Manager Marti Brown on several occasions, I commend her recent candor in describing the possible the Brown Act violations committed by Councilmen Larry Domenighini and Gary Hansen. While Mr. Domenighini was drummed out of office last November, I encourage the City Council to censure Mr. Hansen for his behind closed doors and underhanded involvement in the 2021 sewer fee increase.

Second, I ask that the Council conduct an investigation into possible violations of Government Code Sections 1090 and 81000 that address possible conflicts of interest involving elected and appointed City officials. I believe that the past City Attorney's apparent unilateral solicitation for and the awarding of a contract to the NBS Group for the 2021 Wastewater Rate Study may have been in violation state law. I have enclosed literature published by the Fair Political Practices Commissions describes a "forbidden contact" when the maker of the contract has subsequent financial gain resulting from the contact.

Moreover, Sections 1090 and 81000 identify instances when any City Council members might have been in violation of the law if they knowingly and willfully allowed any abuse of the above Government Codes. The law states that each member of a local legislative body who attended any meeting of that legislative body where the member intends to deprive the public of information is guilty of a misdemeanor. This possible activity should be investigated, too.

Third, if an appropriate investigation concludes that the NBS contract was in violation of Government Code Section 1090 and Section 81000, the City's contract with NBS is to be declared void. And the Conflict of Interest clause within the NBS contract makes it clear that the total sum of \$62,847.66 charged by NBS could be reimbursed to the City. I encourage the Council to adamantly pursue recovery of those fees.

Fourth, given the misconduct of the past attempts to raise sewer fees, one would think that the City's 2021 effort would be completely open, fair and transparent. Now that Ms. Brown has exposed the lack of transparency in the process, skepticism of the validity in the NBS Study is greatly justified. The fact that the discussions, decisions and the awarding of the contract for the NBS Study was done in secret confirms that the doubt of its accuracy is well founded.



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Having said that, at the conclusion of the presentation of their Study (which downloads as one for Marin County), I ask that representatives from the NBS Group answer these questions:

First, please keep in mind that the law requires that the sewer fees are to be based on actual and verifiable costs to provide the service, not hypothetical costs derived from "historic charges" paid from the Sewer Fund as described by the past Finance Director.

Item #1) Calculations from past years of the timecards of public works employees confirm that of the annual 7000-plus man hours for which they were paid from the Sewer Fund, less than 100 of their hours were spent on sewer related activities. During the 2021/22 fiscal year the City paid \$95,000 to Inframark for the maintenance in-town sewer system. The Inframark invoices do not itemize the tasks their employees performed, so it is uncertain whether the annual \$95,000 fee is fair and accurate.

(If the Inframark employees working at the Sewer Treatment Plant were those who worked on the in-town portion of the system, then the Sewer Fund was charged twice for the tasks they completed in town.)

In any case, the NBS Study's Revenue and Expense "forecast" chart shows a cost of \$331,933 for "Sewer Maintenance Personnel," independent of the people working at the sewer treatment plant.

Question #1: How did NBS arrive at a cost exactly 3 1/2 times the Inframark costs to provide the in-town maintenance and operation of the sewer service?

Item #2) Records show that past General Administration costs paid from the Sewer Fund were around \$70,000 per year until it was discovered nearly \$30,000 of that sum per year was unlawfully paid to "non-sewer related personnel." Then the annual General Administration costs associated with sewer service were reduced to \$39,400 per year.

Question #2: How does NBS now justify increasing that Administrative category by over 400% to a whopping \$170,000 for fiscal year 2022/23? And who are the recipients of that money?

Item #3) Ten years of records show that vehicle and equipment maintenance costs paid from the Sewer Fund ranged from \$8,000 to \$50,000 per year. In 2018, the cost jumped to over \$120,000, but City staff has failed to explain the reasons for the two highest years. In addition, the Vehicle Maintenance logs show that the Sewer Fund was charged for repairs and maintenance performed on several non-sewer related vehicles and pieces of equipment.

Question #3: Please explain how the NBS Study has calculated more than \$44,000 per year for these vehicle and equipment categories.

Item #5) While they are small amounts when compared to the other expense categories, the Sewer Fund costs for fuel and tires demonstrate how unreliable the NBS Study really is. The sewer system has approximately 40 miles of sewer lines. To budget \$7,000 in fuel costs means that a vehicle that gets 15 miles per gallon can be driven up and down every street in Willows more than twice a day, five days a week, for every 52 weeks for an entire year, which is extremely unlikely.



Willows City Council  
RE: NBS Study  
April 11, 2023  
Page three

Question #5: How was the \$7,000 for fuel per year calculated into the increase sewer rate?

Item #6) The same disparity in fuel costs exists within the Vehicle Tire category that allots more than \$2,000 per year for tires. To the best of my knowledge the City has a "jet vac" truck used to clean out the lift stations when they become clogged with non disposable items. Maybe there are other vehicles driven for in-town sewer related maintenance, but it is highly doubtful that tire replacement costs could total more than \$2,000 for every year.

Question #6: Please identify which sewer related vehicles will receive a new set of tires each year.

Items #7) Census statistics confirm that on the average, 2.75 people live in an apartment unit and that 2.85 people live in a single-family home in Willows. Therefore, it is safe to calculate that people living in apartment complexes will generate just as much sewage as those living in detached homes. Using a per dwelling unit ratio, a single family home has more landscaping than an apartment complex, and therefore the homes consumes more water, but for irrigation purposes.

The NBS Study claims that the sewage volume is the adjusted annualized winter water consumption, and therefore it significantly reduces the rates for apartment owners compared to the cost to single family homeowners. If the fee was appropriately based on water consumption verses the amount of sewage generated, then a downtown business with a small sink, a toilet and coffee pot should pay the lowest fee of all users. However, homeowners and business folks are penalized the most by the NBS sewer rates, while apartment owners receive a huge discounted rate.

Question #7: How does this disparity in sewer charges seem fair in the eyes of NBS consultants?

Item 8) The NBS Study lists \$460,000 of sewer system repairs from the increased fess that were to be made starting in fiscal year 2020/21 through 2022/23.

Question #8: Please identify the repairs completed with the increased revenue generated from the new fee schedule.

Item #9) The Northeast Willows area of the sewer district has a much more durable sewer collection system that is around 30 years old. That is compared to the older and extremely deteriorated system within the Willows city limits. The NBS generated budget has tens of thousands of dollars earmarked for in-town sewer system repairs. Even though Northeast Willows ratepayers do NOT receive a direct benefit from the City's repairs, they are charged that the same rates as City residents. In addition, the City will pay only up to \$5,000 per year for maintenance and repairs for the Northeast Willows portion of the sewer district.

Question #9: How does the NBS staff reconcile this disparity in sewer fee charges?

Respectfully submitted,

**COPY**  
FORREST J. SPRAGUE



# A Quick Guide to Section 1090

October 2020

## What is “Section 1090”?

Government Code Section 1090 provides, in part, that “[m]embers of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members.”<sup>1</sup>

## What is the purpose of Section 1090?

Section 1090 “codifies the long-standing common law rule that barred public officials from being personally financially interested in the contracts they formed in their official capacities.”<sup>2</sup>

The prohibition is based on the rationale that a person cannot effectively serve two masters at the same time.<sup>3</sup> Therefore, Section 1090 is designed to apply to any situation that “would prevent the officials involved from exercising absolute loyalty and undivided allegiance to the best interests of the [public entity concerned].”<sup>4</sup> Section 1090’s goals include eliminating temptation, avoiding the appearance of impropriety, and assuring the public of the official’s undivided and uncompromised allegiance.<sup>5</sup>

Furthermore, Section 1090 is intended “not only to strike at actual impropriety, but also to strike at the appearance of impropriety.”<sup>6</sup>

## What if a contract violates Section 1090?

A contract that violates Section 1090 is void.<sup>7</sup> The prohibition applies even when the terms of the proposed contract are demonstrably fair and equitable or are plainly to the public entity’s advantage.<sup>8</sup>

## What are the consequences of a violation?

Apart from voiding the contract, where a prohibited interest is found, the official who engaged in its making is subject to a host of civil and (if the violation was willful) criminal penalties, including imprisonment and disqualification from holding public office in perpetuity.<sup>9</sup> The FPPC also may impose administrative penalties for violations of Section 1090.<sup>10</sup>

# How is Section 1090 applied and analyzed?

Courts have recognized that Section 1090's prohibition must be broadly construed and strictly enforced.<sup>11</sup> "An important, prophylactic statute such as Section 1090 should be construed broadly to close loopholes; it should not be constricted and enfeebled."<sup>12</sup> With this in mind, the determination of whether Section 1090 prohibits a particular contract generally requires the following questions to be analyzed:

## **1. Is the official subject to the provisions of Section 1090?**

Section 1090 applies to virtually all state and local officers, employees, and multimember bodies, whether elected or appointed, at both the state and local level.

### ***Independent Contractors***

In addition, the California Supreme Court recently affirmed that Section 1090's reference to "officers" applies to "outside advisors [independent contractors, including corporate consultants] with responsibilities for public contracting similar to those belonging to formal officers."<sup>13</sup> In other words, liability extends only to independent contractors who can be said to have been entrusted with "transact[ing] on behalf of the Government."<sup>14</sup>

Occasionally, the Commission receives a request for advice asking whether a public entity that has entered a contract with an independent contractor to perform one phase of a project may enter a second contract with that independent contractor for a subsequent phase of the same project. In these situations, we generally employ a two-step test.

The first step, just discussed, is a determination of whether the independent contractor had responsibilities for public contracting on behalf of the public entity under the initial contract. If the answer is "no," the independent contractor is not subject to Section 1090 and the public entity may enter the subsequent contract with them for the same project. However, if any part of their contractual duties or responsibilities under the first contract involved public contracting, then the independent contractor is subject to Section 1090, and the analysis proceeds to the second step.

Under the second step, the analysis focuses on whether the independent contractor participated in making the subsequent contract for purposes of Section 1090, as discussed below, through its performance of the initial contract. If the answer is "no," the public entity may enter the subsequent contract with them for the same project. However, if the independent contractor is found to have participated in the making of the contract for purposes of Section 1090, the public entity may not enter into the subsequent contract.

## 2. Does the decision involve a contract?

To determine whether a contract is involved in a decision, the Section 1090 analysis applies general principles of contract law<sup>15</sup>, while keeping in mind that “specific rules applicable to Sections 1090 and 1097 require that we view the transactions in a broad manner and avoid narrow and technical definitions of ‘contract.’”<sup>16</sup> Under general principles of law, a contract is made on the mutual assent of the parties and consideration.

## 3. Is the official making or participating in the making of a contract?

Section 1090 reaches beyond the officials who participate personally in the execution of the contract to include officials who participate in the making of the contract.

In *Sahlolbei, supra*, the Supreme Court explained that Section 1090 is to be construed broadly, including the meaning of what constitutes the “making” of a contract:

Recognizing the prophylactic purposes of conflicts statutes, the case law makes clear that section 1090 should be construed broadly to ensure that the public has the official's “absolute loyalty and undivided allegiance.” (*Stigall v. City of Taft* (1962) 58 Cal.2d 565, 569.) The focus is on the substance, not the form, of the challenged transaction, “disregard[ing] the technical relationships of the parties and look[ing] behind the veil which enshrouds their activities.” (*People v. Watson* (1971) 15 Cal.App.3d 28, 37.) To that end, we have held that the “making” of a contract for the purposes of section 1090 includes “planning, preliminary discussions, compromises, drawing of plans and specifications and solicitation of bids,” and not just the moment of signing. (*Stigall*, at p. 571.) Building on *Stigall*, the Courts of Appeal have explained that officials can be liable if they “had the opportunity to, and did, influence execution [of the contract] directly or indirectly to promote [their] personal interests.” (*People v. Sobel* (1974) 40 Cal.App.3d 1046, 1052.)<sup>17</sup>

Therefore, “the test is whether the officer or employee participated in the making of the contract in (their) official capacity.”<sup>18</sup>

A decision to modify, extend or renegotiate a contract constitutes involvement in the making of a contract under section 1090.<sup>19</sup>

When members of a public board, commission or similar body have the power to execute contracts, each member is conclusively presumed to be involved in the making of all contracts by his or her agency regardless of whether the member participates in the making of the contract.<sup>20</sup> In most cases, this presumption cannot be avoided by having the interested board member abstain from the decision. Rather, the entire governing body is precluded from entering the contract.<sup>21</sup> However, if an agency

employee is financially interested in a contract, the employee's agency is not prohibited from making the contract so long as the employee does not participate in his or her official capacity.<sup>22</sup>

A governing body cannot avoid application of Section 1090 by delegating its contracting authority to another individual or body.<sup>23</sup> However, it may avoid violating Section 1090 if the contract is made by an "independent" government official and that official does not have a conflict of interest.<sup>24</sup>

Resigning from a governmental position may not be sufficient to avoid a violation.<sup>25</sup>

#### **4. Does the official have a financial interest in the contract?**

Under Section 1090, "the prohibited act is the making of a contract in which the official has a financial interest," and officials are deemed to have a financial interest in a contract if they might profit from it in any way.<sup>26</sup> Although Section 1090 does not specifically define the term "financial interest," case law and Attorney General Opinions state that prohibited financial interests may be indirect as well as direct, and may involve financial losses, or the possibility of losses, as well as the prospect of pecuniary gain.<sup>27</sup> "However devious and winding the chain may be which connects the officer with the forbidden contract, if it can be followed and the connection made, the contract is void."<sup>28</sup>

Employees generally have a financial interest in a contract that involves their employer, even where the contract would not result in a change in income or directly involve the employee, because an employee has an overall interest in the financial success of the firm and continued employment.<sup>29</sup> A member of a governing body always has a financial interest in his or her spouse's source of income for purposes of Section 1090.<sup>30</sup>

#### **5. Does a statutory exception apply, such as a remote or noninterest exception?**

The Legislature has created various statutory exceptions to Section 1090's prohibition where the financial interest involved is deemed a "remote interest" under Section 1091, or a "noninterest" under Section 1091.5. If a "remote interest," is present, the contract may be made if (1) the officer in question discloses his or her financial interest in the contract to the public agency, (2) such interest is noted in the entity's official records, and (3) the officer abstains from any participation in the making of the contract.<sup>31</sup> If a "noninterest" is present, the contract may be made without the officer's abstention, and generally, a noninterest does not require disclosure.<sup>32</sup>

Remote interests apply only to members of multi-member bodies. Common remote interests in contracts include those situations where an official is:

- An officer or employee of a nonprofit corporation.

- Employed by a private contracting party that has 10 or more employees (other than the official) where he or she has been employed for at least three years prior to initially joining the public body, owns less than 3% of the stock, is not an officer or director, and did not directly participate in formulating the bid of the private contracting party.
- A landlord or tenant of a contracting party.
- A supplier of goods or services that have been supplied to the contracting party by the official for at least five years prior to his or her election or appointment to office.

Common noninterests in contracts include those situations where an official is:

- A recipient of public services generally provided by the public body or board of which they are a member, on the same terms and conditions as all other recipients.
- A noncompensated officer of a nonprofit tax-exempt corporation, which has at least one primary purpose that supports the functions of the body or board or to which the body or board has a legal obligation to give particular consideration.

## **6. Does the “Rule of Necessity” Apply?**

In limited cases, the “rule of necessity” has been applied to allow the making of a contract that Section 1090 would otherwise prohibit.<sup>33</sup> The rule has been applied where public policy concerns authorize the contract and “ensures that essential government functions are performed even where a conflict of interest exists.”<sup>34</sup> The rule of necessity permits a government body to act to carry out its essential functions if no other entity is competent to do so.<sup>35</sup>

<sup>1</sup> Gov. Code Section 1090(a).

<sup>2</sup> *Lexin v. Superior Court* (2010) 47 Cal.4th 1050, 1072.

<sup>3</sup> See *id.*, at p. 1073 (“If a public official is pulled in one direction by his financial interest and in another direction by his official duties, his judgment cannot and should not be trusted, even if he attempts impartiality”).

<sup>4</sup> *Stigall v. City of Taft* (1962) 58 Cal.2d 565, 569.

<sup>5</sup> *Thomson v. Call* (1985) 38 Cal.3d 633, 648.

<sup>6</sup> *City of Imperial Beach v. Bailey* (1980) 103 Cal.App.3d 191, 197.

<sup>7</sup> *Thomson, supra*, 38 Cal.3d at p. 646.

<sup>8</sup> *Id.*, at pp. 646-649.

<sup>9</sup> See Gov. Code Section 1097; *People v. Honig* (1996) 48 Cal.App.4th 289, 317.

<sup>10</sup> Gov. Code Section 1097.1.

<sup>11</sup> *Stigall, supra*, 58 Cal.2d at pp. 569-571.

<sup>12</sup> *Carson Redevelopment Agency v. Padilla* (2006) 140 Cal.App.4th 1323, 1334.

<sup>13</sup> *People v. Superior Court (Sahlolbei)* (2017) 3 Cal.5th 230, 237-240.

<sup>14</sup> *Id.* at p. 240.

<sup>15</sup> 84 Ops.Cal.Atty.Gen. 34, 36 (2001); 78 Ops.Cal.Atty.Gen. 230, 234 (1995).

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- <sup>16</sup> *People v. Honig, supra*, 48 Cal.App.4th at p. 351 citing *Stigall, supra*, 58 Cal.2d at pp. 569, 571.
- <sup>17</sup> *Id.* at p. 239.
- <sup>18</sup> *People v. Gnass* (2002) 101 Cal.App.4th 1271, 1292, quoting *Millbrae Assn. for Residential Survival v. City of Millbrae* (1968) 262 Cal.App.2d 222, 236-237.
- <sup>19</sup> *City of Imperial Beach, supra*, 103 Cal.App.3d at p. 191.
- <sup>20</sup> *Thomson, supra*, 38 Cal.3d at pp. 645, 649.
- <sup>21</sup> *Id.* at pp. 647-649.
- <sup>22</sup> See, e.g., *County of Marin v. Dufficy* (1956) 144 Cal.App.2d 30, 37 (Section 1090 would not apply to a county physician's lease of office space to the county because the physician did not act in his official capacity with respect to the lease).
- <sup>23</sup> See 87 Ops.Cal.Atty.Gen. 9 (2004); 88 Ops.Cal.Atty.Gen. 122 (2005).
- <sup>24</sup> See e.g., 81 Ops.Cal.Atty.Gen. 274 (1998); 57 Ops.Cal.Atty.Gen. 458 (1974).
- <sup>25</sup> See, e.g., 66 Ops.Cal.Atty.Gen. 156, 159 (1983) (county employees could not propose agreement for consultant services, then resign, and provide such consulting services).
- <sup>26</sup> *People v. Honig, supra*, 48 Cal. App. 4th at p. 333.
- <sup>27</sup> *Thomson, supra*, 38 Cal.3d at pp. 645, 651-652.
- <sup>28</sup> *People v. Deysher* (1934) 2 Cal.2d 141, 146.
- <sup>29</sup> 84 Ops.Cal.Atty.Gen. 158, 161-162 (2001).
- <sup>30</sup> See 78 Ops.Cal.Atty.Gen. 230, 235 (1995).
- <sup>31</sup> Section 1091(a); 88 Ops.Cal.Atty.Gen. 106, 108 (2005).
- <sup>32</sup> *City of Vernon v. Central Basin Mun. Water Dist.* (1999) 69 Cal.App.4th 508, 514-515.
- <sup>33</sup> *Eldridge v. Sierra View Hospital Dist.* (1990) 224 Cal. App. 3d 311, 322.
- <sup>34</sup> *Ibid.*; see also 69 Ops.Cal.Atty.Gen. 102, 109 (1986).
- <sup>35</sup> *Lexin, supra*, 47 Cal.4th at p. 1097.



# Willows City Council Special Meeting Draft Action Minutes April 18, 2023

Agenda Item #6b.

City Council

Rick Thomas, Mayor  
David Vodden, Vice-Mayor  
Jeff Williams, Councilmember  
Gary Hansen, Councilmember  
Casey Hofhenke, Councilmember

City Manager

Marti Brown

City Clerk

Vacant

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: Councilmembers Hansen, Williams and Hofhenke, Vice-Mayor Vodden and Mayor Thomas

Mayor Thomas noted the attendance of the newly appointed City Attorney, Carolyn Walker of the Prentice Long law firm.

4. **CHANGES TO THE AGENDA**

City Manager Marti Brown stated the matter before the City Council was to be a presentation and study session - not a discussion and action item.

5. **PRESENTATION**

a. **Cal Water Rate Structure, Proposed Cal Water Main Connection to City Wells & the Cost to Operate the City's Water Enterprise Fund.**

Cal Water staff present: Tavis Beynon, Shannon McGovern, Kevin McCusker and Meaghann Tenuta.  
Assemblymember James Gallagher staff present: Braden Pisani, District Representative

Action: Received presentations from Cal Water staff and City staff; City Attorney was asked to review Area of Benefits for council information; no public comment.

6. **CLOSED SESSION**

a. **Title: City Attorney; PUBLIC EMPLOYEE PERFORMANCE EVALUATION;  
Government Code Section 54957**

Action: No reportable action.

7. **ADJOURNMENT – 8:42 PM**

Dated: April 19, 2023

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Marti Brown, City Manager





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Date: April 25, 2023  
To: Honorable Mayor and Councilmembers  
From: Nathan Monck, Fire Chief  
Marti Brown, City Manager  
Subject: Annual Weed and Garbage Abatement Schedule

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**Recommendation:**

Adopt a resolution declaring weeds, garbage, refuse and dirt public nuisances; and approve the attached Weed and Garbage Abatement Schedule for the 2023 fire season.

**Rationale for Recommendation:**

Weed Abatement and garbage removal is an integral part of Willows Fire Departments mission to protect lives, property, and environment. With limited fire department staffing, emphasis must be placed on prevention. By removing hazardous fuels, Willows Fire Department has a greater chance of suppressing fires before they become large and unmanageable.

**Background:**

Each year the Willows Fire Department abates weeds, garbage, refuse and dirt City parcels and alleyways. To initiate this process, the City Council must adopt a resolution declaring that weeds, garbage, refuse and dirt are a public nuisance and schedule a hearing date. Attached is a 2023 abatement schedule.

**Discussion & Analysis:**

In addition to commercial and residential buildings, Willows is also home to the County of Glenn's only acute care facility, emergency dispatch center, jail, and other vital emergency infrastructure. As a result, it is critical that the City of Willows remain vigilant in its effort to prevent and reduce fires throughout the city limits and immediate surrounding unincorporated County. Weed Abatement activities prevent fires, blight, and other costly negative impacts potentially saving the city hundreds of thousands of dollars per year. The weed abatement program also improves the City of Willows insurance rating, ensuring homeowners receive the most competitive fire insurance rates. The initial assessment was completed the week of April 10 and many properties on the list may have already

been abated. Staff will continue to monitor weed abatement progress and work to update the list as time allows.

**Fiscal Impact:**

While the exact fiscal impact is unknown, it is anticipated that the City will spend approximately \$40,000 in mandated abatement costs. All costs associated with Weed Abatement, and other hazardous fuels reduction will be reimbursable through the previously awarded CAL FIRE Hazardous Fuels Reduction Grant. This includes staff salaries, benefits, a new staff vehicle, mailers, postage, and other consumables.

**Attachments:**

Attachment 1: 2023 Weed Abatement Schedule

Attachment 2: Resolution declaring public nuisances for 2023 fire season

Attachment 3: Initial Weed Abatement Survey

Attachment 4: Weed Abatement Bid Form

## WEED AND GARBAGE ABATEMENT

### 2023 FIRE SEASON

Initial weed and garbage abatement survey to be completed and ready for submission by April 20, 2023.

April 25, 2023	Council adopts resolution declaring weeds and garbage a nuisance, approves May 23, 2023 as the date for the hearing to Protest, and July 25, 2023 as the date for hearing to confirm cost, and declare costs a lien against the property as of August 4, 2023.
April 26, 2023	Begin to solicit bids for the 2023 Weed Abatement Contractor. Notice of bid solicitation will be posted 3 times (April 29, May 3, May 6).
May 12, 2023	Bid for Weed Abatement Contractor Closes- 2:00PM.
May 11, 2023	Last day to deliver the Notice of Public Hearing to Protest to the paper for the May 23, 2023 Council Meeting (Publication will be May 13, 2023, 10 days prior to the public hearing).
May 23, 2023	6:00 PM Hearing on protest. Council orders abatement. Award contract to abate.
May 24, 2023	Resurvey City for weed abatement progress.
June 2, 2023	Last Day for property owner to complete abatement.
June 5, 2023	City Contractor begins abatement.
July 5, 2023	All invoices mailed by this date.
July 13, 2023	Last day to deliver Notice of Public Hearing to Protest to the paper for July 25 Council Meeting (Publication date will be July 15, 10 days prior to public hearing).
July 22, 2023	Posting of individual abatement costs at City Hall at least 3 days prior to hearing to confirm report and declare cost of lien.
July 25, 2023	Public Hearing to Protest. Adopt Resolution confirming costs and declaring costs of lien against property as of August 4, 2023.
August 7, 2023	Transmit abatement cost to auditors office for inclusion on taxes. Owner has 10 days from date of hearing (July 25, 2023) to pay assessment directly to the city prior to transmittal to auditor.



City of Willows  
Resolution xx-2023

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS  
DECLARING PUBLIC NUISANCES FOR 2023 FIRE SEASON**

**WHEREAS**, there exists in the City of Willows private property upon which there are growing weeds and upon which there exists weeds, garbage, refuse, and dirt; and

**WHEREAS**, the City Council of the City of Willows has determined that such weeds, garbage, refuse and dirt constitute a public nuisance and should be abated;

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Willows as follows:

1. That all weeds growing upon private property and all garbage, refuse and dirt upon private property within the City of Willows are hereby declared to be public nuisances.
2. That such weeds, garbage, refuse and dirt are growing upon or are upon parcels of private described in the report attached hereto and marked Attachment 3 and by this reference made a part hereof.
3. That said nuisances shall be abated as provided by Section 39560 and 39588 of the Government Code of the State of California, and pursuant thereto the Fire Chief of the City of Willows shall give notice as provided by section 39564 through 39567, inclusive of said Government Code
4. That the City Council of the City of Willows hereby fixes Tuesday, May 23, 2023 at 6:00 PM in the City Council Chambers, Civic Center, Willows, California as the time and place of hearing any objections to the proposed removal of weeds, garbage, refuse, and dirt herein and above declared to be public nuisances.

**PASSED AND ADOPTED** by the City Council of the City of Willows this 25th day of April 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

\_\_\_\_\_  
Richard Thomas, Mayor

\_\_\_\_\_  
Marti Brown , Acting City Clerk

Physical Address	Type	Add	Location	add2	APN#
353 C/R G	Weed		Whole Parcel		001-021-003
	Weed		Whole Parcel		001-021-004
	Weed		Whole Parcel		001-010-027
	Weed		Whole Parcel		001-010-028
	Weed		Whole Parcel		001-010-029
	Weed		Whole Parcel		001-031-004
1300 W. Wood St.	Weed		Whole Parcel		001-032-016
343 N. Humboldt Ave.	Weed	Trash	Whole Parcel		001-032-018
247-249 N. Humboldt Ave.	Weed	Trash	Whole Parcel		001-032-026
246 N. Humboldt Ave.	Weed		Front		001-041-013
1329 W. Sycamore St.	Weed		Whole Parcel		001-051-005
175 N. Villa Ave.	Weed		Whole Parcel		001-051-002
1202 W. Sycamore St.	Weed		Front		001-061-030
	Weed		Front		001-069-006
111 S. Villa Ave.	Weed		Front		001-069-000
111 S. Villa Ave.	Weed		Front		001-069-006
111 S. Villa Ave.	Weed		Front		001-069-008
111 S. Villa Ave.	Weed		Front		001-069-005
111 S. Villa Ave.	Weed		Front		001-069-001
311 S. Villa Ave.	Weed		Side		001-071-007
361 S. Villa Ave.	Weed		Side		001-071-007
310 El Dorado Ave.	Weed		Side		001-071-030
440 El Dorado Ave.	Weed		Front		001-071-041
1320 W. Humboldt Ave.	Weed		Front		001-071-017
431 El Dorado Ave.	Weed		Front		001-071-021
451 S. Villa Ave.	Weed		Side		001-071-008
110 Elm St.	Weed		Front		001-102-018
710 S. Tehama St.	Weed		Whole Parcel		001-103-002
712 S. Tehama St.	Weed		Whole Parcel		001-103-003
750 S. Tehama St.	Weed		Whole Parcel		001-103-004
209 Fern St.	Weed		Whole Parcel		001-111-010
207 Fern St.	Weed		Whole Parcel		001-111-006
139 Fern St.	Weed		Whole Parcel		001-111-003
125 Fern St.	Weed		Whole Parcel		001-111-002
745 S. Tehama St.	Weed		Whole Parcel		001-111-009
741 S. Tehama St.	Weed		Whole Parcel		001-111-001
734 S. Tehama St.	Weed		Whole Parcel		001-111-003
158 Fern St.	Weed		Front		001-121-014
158 1/2 Fern St.	Weed		Front		001-121-012
150 Fern St.	Weed		Whole Parcel		001-121-002
225 1/2 Fern St.	Weed		Whole Parcel		001-121-017
229 Fern St.	Weed		Whole Parcel		001-121-016
135 C/R 53	Weed		Whole Parcel		001-121-009
820 S. Tehama St.	Weed		Front		001-122-003
	Weed		Whole Parcel		001-122-002
828 S. Tehama St.	Weed		Whole Parcel		001-122-001

Book 1

695 S. Villa Ave.	Weed		Front		001-081-021
1140 W. Wood St.	Weed		Side		001-131-002
314 N. Enright Ave.	Weed		Whole Parcel		001-132-003
335 N. Crawford Ave.	Weed		Alleyway		001-132-006
	Weed		Alleyway		001-132-007
309 N. Crawford Ave.	Weed		Front		001-132-008
246 N. Enright Ave.	Weed		Alleyway		001-142-003
212 N. Enright Ave.	Weed		Alleyway		001-142-002
1045 W. Walnut St.	Weed		Side		001-142-001
227 N. Crawford Ave.	Weed		Front		001-142-006
221 N. Crawford Ave.	Weed		Front		001-142-010
211 N. Crawford Ave.	Weed		Alleyway		001-142-012
1035 W. Walnut St.	Weed		Side		001-142-013
1010 W. Walnut St.	Weed		Side		001-152-006
141 N. Crawford St.	Weed	Trash	Whole Parcel		001-152-007
135 N. Crawford St.	Weed		Alleyway		001-152-008
125 N. Crawford St.	Weed		Alleyway		001-152-009
107 N. Crawford St.	Weed		Alleyway		001-152-011
1144 W. Sycamore St.	Weed		Whole Parcel		001-161-007
136 S. Villa Ave.	Weed		Front	Alleyway	001-161-004
144 S. Villa Ave.	Weed		Front		001-161-003
152 S. Villa Ave.	Weed		Front		001-161-002
129-129 B S. Enright Ave.	Weed		Whole Parcel		001-161-011
139 S. Enright Ave.	Weed		Alleyway		001-161-014
159 S. Enright Ave.	Weed		Alleyway		001-161-016
130 S. Enright Ave.	Weed		Front	Alleyway	001-162-019
138 S. Enright Ave.	Weed		Front	Alleyway	001-162-020
144 S. Enright Ave.	Weed		Alleyway		001-162-003
150 S. Enright Ave.	Weed		Alleyway		001-162-002
158 S. Enright Ave.	Weed		Whole Parcel		001-162-001
1033 W. Oak St.	Weed		Whole Parcel		001-162-001
1024 W. Sycamore St.	Weed		Side		001-162-009
105 S. Crawford Ave.	Weed		Side		001-162-009
109 S. Crawford Ave.	Weed		Alleyway		001-162-010
1130 W. Oak St.	Weed		Side		001-171-007
222 S. Villa Ave.	Weed		Alleyway		001-171-006
225 S. Enright Ave.	Weed		Alleyway		001-171-013
205,207,209 S. Crawford Ave.	Weed		Alleyway		001-172-005
219 S. Crawford Ave.	Weed		Alleyway		001-172-006
950 W. Laurel St.	Weed		Whole Parcel		001-182-001
910 W. Wood St.	Weed		Side		001-191-007
	Weed		Whole Parcel		001-192-009
805, 815 W. Willow St.	Weed		Whole Parcel		001-192-010
820 W. Wood St.	Weed		Side		001-193-004
309 N. Merrill	Weed		Alleyway		001-193-009
218 N. Crawford Ave.	Weed		Alleyway		001-201-018

251 N. Culver St.	Weed	Front		001-201-016
235,227 N. Culver St.	Weed	Alleyway		001-201-014
219,217 N. Culver St.	Weed	Whole Parcel		001-201-010
211 N. Culver St.	Weed	Whole Parcel		001-201-011
915 W. Walnut St.	Weed	Front	Alleyway	001-201-012
236-250 N. Culver Ave.	Weed	Whole Parcel		001-202-009
222 N. Culver St.	Weed	Alleyway		001-202-006
255 N. Merrill Ave.	Weed	Alleyway		001-203-007
229 N. Merrill Ave.	Weed	Front		001-203-005
215 N. Merrill Ave.	Weed	Alleyway		001-203-002
950 W. Walnut St.	Weed	Front	Side	001-211-005
140 N. Crawfords Ave.	Weed	Front		001-211-004
927 W. Sycamore St.	Weed	Whole Parcel		001-211-001
	Appliance			
	Trash			
920-924 W. Walnut St.	Weed	Whole Parcel		001-211-006
115 A N. Culver St.	Weed	Alleyway		001-211-012
136 N. Culver St.	Weed	Front		001-212-010
118 N. Culver St.	Weed	Alleyway		001-212-006
114 N. Culver St.	Weed	Front		001-212-004
833 W. Sycamore St.	Weed	Front	Side	001-212-003
829 W. Sycamore St.	Weed	Front		001-212-002
105 N. Merrill Ave.	Weed	Alleyway	Front	001-213-001
119 N. Merrill Ave.	Weed	Front		001-213-002
932 W. Sycamore St.	Weed	Front	Side	001-221-004
126 S. Crawford Ave.	Weed	Front		001-221-015
113 S. Culver St.	Weed	Alleyway		001-221-013
115 S. Culver St.	Weed	Alleyway		001-221-007
119 S. Culver St.	Weed	Front		001-221-008
141 S. Culver St.	Weed	Alleyway		001-221-009
163 S. Culver St.	Weed	Whole Parcel		001-221-010
925 W. Oak St.	Weed	Whole Parcel		001-221-010
225 S. Culver St.	Weed	Front	Alleyway	001-231-011
255 S. Culver St.	Weed	Alleyway		001-231-012
	Weed	Whole Parcel		001-241-001
	Weed	Alleyway		001-241-011
300 S. Culver St.	Weed	Front		001-242-003
316 S. Culver St.	Weed	Alleyway	Rear	001-242-002
	Trash			
	Furniture			
320 S. Culver St.	Weed	Whole Parcel		001-242-001
307 S. Merrill Ave.	Weed	Front	Alleyway	001-243-003
319 S. Merrill Ave.	Weed	Alleyway		001-243-001
1120 W. Cedar St.	Weed	Front		001-271-008
1030 W. Cedar St.	Weed	Front		001-271-003
1119 Cypress St.	Weed	Front		001-271-015



## Book 1

1109 Cypress St.	Weed	Front		001-271-016
1150 Cypress St.	Weed	Front		001-272-011
1140 Cypress St.	Weed	Front		001-272-010
1130 Cypress St.	Weed	Front		001-272-009
	Weed	Alleyway		001-281-019
436 S. Crawford St.	Weed	Alleyway		001-281-016
410 S. Culver St.	Weed	Alleyway		001-282-003
420 S. Culver St.	Weed	Front	Alleyway	001-282-002
506 S. Crawford Ave.	Weed	Alleyway		001-291-018
508 S. Crawford Ave.	Weed	Alleyway		001-291-019
512 S. Crawford Ave.	Weed	Front		001-291-014
537 S. Culver St.	Weed	Alleyway		001-291-005
506 S. Culver St.	Weed	Front		001-292-004
909 Cypress St.	Weed	Front	Side	001-301-010
920 Cypress St.	Weed	Front		001-302-002
635 S. Culver St.	Weed	Front	Side	001-302-001
602 S. Culver St.	Weed	Alleyway		001-303-004
640 S. Culver St.	Weed	Front	Alleyway	001-303-002
603 S. Merrill Ave.	Weed	Alleyway		001-303-005
621 S. Merrill Ave.	Weed	Alleyway		001-303-006
651 S. Merrill Ave.	Weed	Alleyway		001-303-008
6 Sunset Dr.	Weed	Alleyway		001-311-003
8 Sunset Dr.	Weed	Alleyway		001-311-004
10 Sunset Dr.	Weed	Front	Alleyway	001-311-005
12 Sunset Dr.	Weed	Front	Alleyway	001-311-006
14 Sunset Dr.	Weed	Front	Alleyway	001-311-007
3 Donnie Ln.	Weed	Front		001-321-017
9 Donnie Ln.	Weed	Front	Side	001-321-014
10 Donnie Ln.	Weed	Whole Parcel		001-322-012
19 Sunset Dr.	Weed	Front		001-322-005
15 Donnie Ln.	Weed	Front		001-321-011
25 Donnie Ln.	Weed	Front	Alleyway	001-321-006
27 Donnie Ln.	Weed	Alleyway		001-321-005
29 Donnie Ln.	Weed	Alleyway		001-321-004
31 Donnie Ln.	Weed	Alleyway		001-321-003
33 Donnie Ln.	Weed	Alleyway		001-321-002
35 Donnie Ln.	Weed	Alleyway		001-321-001
1129 Elm St.	Weed	Front		001-341-003
	Trash			
1039 Elm St.	Weed	Front		001-341-008
1118 Elm St.	Weed	Front		001-343-003
1052 Elm St.	Weed	Front		001-343-006
1019 Elm St.	Weed	Front		001-351-001
939 Elm St.	Weed	Front		001-351-004
1012 Elm St.	Weed	Front		001-352-002
910 Elm St.	Weed	Front	Side	001-353-001



Book 1

700 S. Culver St.	Weed	Whole Parcel	001-330-016
749 S. Merrill Ave.	Weed	Whole Parcel	001-330-017
759 S. Merrill Ave.	Weed	Whole Parcel	001-330-018
1156 Juniper Dr.	Weed	Front	001-330-002
1106 Juniper Dr.	Weed	Front	001-330-007
1055 Juniper Dr.	Weed	Front	001-330-030
976 Juniper Dr.	Weed	Front	001-330-019
200 and 160 C/R G	Weed	Whole Parcel	001-036-001
	Weed	Whole Parcel	001-036-002
205 C/R G	Weed	Whole Parcel	
175 C/R G	Weed	Whole Parcel	
165 C/R G	Weed	Whole Parcel	

## Book 2

Physical Address	Type	Add	Location	add2	APN#
301 N Murdock	Weed		Rear		002-022-006
204 N Merrill	Weed		Front		002-031-002
190 N Merrill	Weed		Rear		002-041-006
180 N Merrill	Weed		Rear		002-041-005
125 N Marshall	Weed		Front	Rear	002-042-002
119 N Marshall	Weed		Front		002-042-003
714 W Syacamore	Weed		Front		002-051-003
157 S Marshall	Weed		Front		002-051-010
137 S Murdock	Weed		Rear		002-052-010
151 S Murdock	Weed		Front		002-052-001
235 S Murdock	Weed		Rear		002-062-004
714 W Luarel	Weed		Alleyway		002-071-004
309 N Lassen	Weed		Front		002-081-006
327 N Lassen	Weed		Front		002-081-010
307 N Plumas	Weed		Front		002-083-004
426 W Wood	Weed		Alleyway	Side	002-092-016
410 W Wood	Weed		Front		002-093-009
	Weed		Whole Parcel		002-093-008
232 N Lassen	Weed		Rear		002-092-003
222 N Lassen	Weed		Rear		002-092-002
245 N Plumas	Weed		Rear		002-093-002
235 N Plumas	Weed		Front	Rear	002-093-003
417 W Walnut	Weed		Front		002-093-007
153 N Lassen	Weed		Front		002-101-005
118 N Lassen	Weed		Rear		002-102-002
112 N Lassen	Weed		Front		002-102-006
157 N Plumas	Weed		Rear		002-103-001
	Weed		Whole Parcel		002-103-004
120 S Lassen	Weed		Front		002-112-005
128 S Lassen	Weed		Rear		002-112-004
132 S Lassen	Weed		Front	Rear	002-112-003
125 S Plumas	Weed		Front	Rear	002-113-002
137 S Plumas	Weed		Front		002-113-003
145 S Plumas	Weed		Front		002-113-004
530 W Oak	Weed		Front		002-121-007
222 S Murdock	Weed		Front		002-121-019
234 S Murdock	Weed		Front		002-121-003
244 S Murdock	Weed		Front		002-121-002
250 S Murdock	Weed		Front		002-121-001
261 S Lassen	Weed		Front		002-121-013
228 S Lassen	Weed		Rear		002-122-007
246 S Lassen	Weed		Front	Rear	002-122-002
439 W Laurel	Weed		Alleyway		002-122-001
203 S Plumas	Weed		Front		002-123-001
215 S Plumas	Weed		Front		002-123-002
235 S Plumas	Weed		Front		002-123-005

Book 2

508 W Laurel	Weed		Side		002-131-007
428 W Laurel	Weed		Alleyway		002-132-005
328 S Lassen	Weed		Alleyway		002-132-003
332 S Lassen	Weed		Alleyway		002-132-003
336 S Lassen	Weed		Alleyway		002-132-003
340 S Lassen	Weed		Alleyway		002-132-002
455 W Ash	Weed		Front		002-132-001
418 W Laurel	Weed		Rear		002-133-001
319 S Plumas	Weed		Rear		002-133-004
329 S Plumas	Weed	Trash	Rear		002-133-005
	Debris				
347 S Plumas	Weed		Rear		002-133-007
354 w Wood	Weed		Side	Alleyway	002-141-011
324 N Plumas	Weed		Front	Rear	002-141-002
335 N Shasta	Weed		Front	Rear	002-141-006
325 N Shasta	Weed		Front	Rear	002-141-007
313 N Shasta	Weed		Front		002-141-009
304 N Shasta	Weed		Rear		002-142-001
208 W Wood	Weed		Side		002-142-006
	Weed		Front		002-151-001
	Weed		Alleyway		002-151-018
323 W Walnut	Weed	Trash	Front		002-151-012
	Debris				
	Weed		Whole Parcel		002-152-001
	Weed		Whole Parcel		002-152-002
	Weed		Front		002-152-003
	Weed		Rear		002-152-006
	Weed		Whole Parcel		002-152-007
	Weed		Rear		002-152-012
336 W Walnut	Weed		Alleyway		002-161-006
152 N Plumas	Weed		Alleyway		002-161-005
140 N Plumas	Weed		Alleyway		002-161-004
132 N Plumas	Weed		Alleyway		002-161-003
122 N Plumas	Weed		Alleyway		002-161-002
	Weed		Whole Parcel		002-161-001
315 W Sycamore	Weed		Side		002-161-012
123 N Shasta	Weed		Front		002-161-011
	Weed		Rear		002-162-018
360 W Sycamore	Weed		Side		002-171-017
	Weed		Whole Parcel		002-171-016
332 W Sycamore	Weed		Whole Parcel		002-171-013
322 W Sycamore	Weed		Whole Parcel		002-171-005
110 S Plumas	Weed		Front		002-171-015
138 S Plumas	Weed		Front		002-171-003
339 W Oak	Weed		Side		002-171-001
333 W Oak	Weed		Alleyway		002-171-011
115 S Shasta	Weed		Front	Rear	002-171-006

Book 2

143 S Shasta	Weed		Rear		002-171-007
	Weed		Rear		002-171-008
315 W Oak	Weed		Alleyway		002-171-009
123 s Butte	Weed		Front		002-172-010
147 S Butte	Weed		Rear		002-172-011
246 S Plumas	Weed		Front		002-181-003
250 S Plumas	Weed		Front	Rear	002-181-002
262 S Plumas	Weed		Front	Rear	002-181-001
262A S Plumas	Weed		Front	Rear	002-181-001
219 S Shasta	Weed		Front		002-181-009
229 S Shasta	Weed		Front	Rear	002-181-010
235B S Shasta	Weed		Alleyway		002-181-011
214 S Shasta	Weed		Front		002-182-004
218 S Shasta	Weed		Rear		002-182-003
220 S Shasta	Weed		Front	Rear	002-182-002
203 S Butte	Weed		Front		002-182-006
304 S Plumas	Weed		Front		002-191-006
328 S Plumas	Weed		Front		002-191-003
342 S Plumas	Weed		Rear		002-191-002
350 S Plumas	Weed	Trash	Front	Rear	002-191-001
	Debris	Appliance			
307 S Shasta	Weed		Rear		002-191-007
325 S Shasta	Weed		Rear		002-191-010
333 W Ash	Weed		Side	Alleyway	002-191-014
228 S Shast	Weed		Rear	Alleyway	002-192-007
210 W Laurel	Weed		Side		002-192-008
329 S Butte	Weed		Front		002-192-010
402 S Merrill	Weed		Front		002-201-015
711 W Cedar	Weed		Front		002-211-008
640 W Birch	Weed		Front		002-212-010
744 W Cedar	Weed		Side		002-221-002
603 S Marshall	Weed		Front		002-221-003
633 S Marshall	Weed		Front		002-221-004
635 S Marshall	Weed		Front		002-221-005
608 S Marshall	Weed		Front		002-222-002
612 S Marshall	Weed		Front		002-222-012
642 S Marshall	Weed		Front	Side	002-222-001
629 S Murdock	Weed		Front		002-222-007
633 S Murdock	Weed		Front		002-222-008
639 S Murdock	Weed		Front		002-222-009
512 Maple	Weed		Front		002-231-008
442 W Ash	Weed		Side		002-233-005
428 S Lassen	Weed		Rear	Alleyway	002-233-004
446 S Lassen	Weed		Front		002-233-002
415 S Plumas	Weed	Debris	Front	Rear	002-233-008
	Trash				
425 S Plumas	Weed		Rear	Alleyway	002-233-009

## Book 2

435 S Plumas	Weed	Front		002-233-010
528 S Murdock	Weed	Front		002-241-004
534 S Lassen	Weed	Front		002-242-006
538 S Lassen	Weed	Front		002-242-004
511 S Plumas	Weed	Rear	Alleyway	002-242-012
525 S Plumas	Weed	Front		002-242-014
537 S Plumas	Weed	Front		002-242-015
547 S Plumas	Weed	Front		002-242-017
608 S Murdock	Weed	Front		002-251-008
628 S Murdock	Weed	Front		002-251-004
632 S Murdock	Weed	Front		002-251-003
642 S Murdock	Weed	Front		002-251-001
633 S Lassen	Weed	Front		002-251-014
438 W Cedar	Weed	Side		002-252-004
430 W Cedar	Weed	Side		002-252-005
616 S Lassen	Weed	Rear	Alleyway	002-252-021
443 Elm	Weed	Side	Alleyway	002-252-011
408 W Cedar	Weed	Side	Alleyway	002-252-006
611 S Plumas	Weed	Rear	Alleyway	002-252-007
617 S Plumas	Weed	Rear	Alleyway	002-252-017
621 S Plumas	Weed	Rear	Alleyway	002-252-019
400 S Plumas	Weed	Front		002-261-008
412 S Plumas	Weed	Front		002-261-007
422 S Plumas	Weed	Front		002-261-006
428 S Plumas	Weed	Rear	Alleyway	002-261-005
440 S Plumas	Weed	Rear	Alleyway	002-261-003
460 S Plumas	Weed	Rear	Alleyway	002-261-001
445 S Shasta	Weed	Front		002-261-013
406 S Shasta	Weed	Rear	Alleyway	002-262-012
444 S Shasta	Weed	Front		002-262-003
446 S Shasta	Weed	Front		002-262-002
459 S Butte	Weed	Rear	Alleyway	002-262-011
536 S Plumas	Weed	Rear	Alleyway	002-271-004
544 S Plumas	Weed	Front		002-271-003
548 S Plumas	Weed	Rear	Alleyway	002-271-002
341 W Cedar	Weed	Side	Alleyway	002-271-001
559 S Shasta	Weed	Front	Side	002-271-017
506 S Shasta	Weed	Rear		002-272-004
540 S Shasta	Weed	Rear		002-272-020
229 W Cedar	Weed	Front		002-272-017
535 S Butte	Weed	Rear	Alleyway	002-272-010
372 W Cedar	Weed	Front	Side	002-281-015
342 W Cedar	Weed	Front	Side	002-281-016
318 W Cedar	Weed	Front		002-281-007
312 W Cedar	Weed	Front		002-281-008
306 W Cedar	Weed	Front		002-281-009
612 S Plumas	Weed	Rear	Alleyway	002-281-004

Book 2

616 S Plumas	Weed	Rear	Alleyway	002-281-013
646 S Plumas	Weed	Rear	Alleyway	002-281-017
637 S Shatsa	Weed	Rear	Alleyway	002-281-011
641 S Shatsa	Weed	Rear	Alleyway	002-281-012
616 S Shasta	Weed	Rear	Alleyway	002-282-007
620 S Shasta	Weed	Rear	Alleyway	002-282-006
	Weed	Whole Parcel		002-282-017
	Weed	Whole Parcel		002-282-003
680 S Shasta	Weed	Front		002-282-002
603 S Butte	Weed	Rear	Alleyway	002-282-009
605 S Butte	Weed	Rear	Alleyway	002-282-010
639 S Butte	Weed	Rear	Alleyway	002-282-012
649 S Butte	Weed	Side	Alleyway	002-282-020
653 S Butte	Weed	Rear	Alleyway	002-282-021
215 Elm	Weed	Side	Alleyway	002-282-014
402 S Butte	Weed	Rear	Alleyway	002-291-005
414 S Butte	Weed	Whole Parcel		002-291-004
420 S Butte	Weed	Rear	Alleyway	002-291-004
422 S Butte	Weed	Whole Parcel		002-291-003
434 S Butte	Weed	Front		002-291-002
444 S Butte	Weed	Whole Parcel		002-291-001
400 Tehama	Weed	Whole Parcel		002-292-002
	Weed	Side	Rear	002-292-001
506 S Butte St	Weed	Front		002-301-007
	Weed	Whole Parcel		002-301-008
	Weed	Whole Parcel		002-301-002
	Weed	Whole Parcel		002-301-001
121 Cannton St	Weed	Whole Parcel		002-302-###
622 S Butte	Weed	Front	Rear	002-311-004
626 S Butte	Weed	Rear	Alleyway	002-311-003
617 S Tehama	Weed	Rear	Alleyway	002-311-010
610 S Tehama	Weed	Whole Parcel		002-312-002
	Weed	Trash	Whole Parcel	002-312-001
	Debris			

Book 3

Physical Address	Type	Add	Location	add2	APN#
332 N Butte	Weed		Front		003-021-002
	324 Weed		Front		003-021-002
	314 Weed		Front		003-021-002
300 N Butte	Weed		Rear	Alleyway	003-021-001
	Weed		Whole Parcel		003-021-011
	Weed		Front		003-022-003
	Weed		Front		003-022-006
219 N Colusa	Weed		Whole Parcel		003-023-001
258 W Willow	Weed		Front		003-034-007
	Weed		Whole Parcel		003-033-001
	Weed		Whole Parcel		003-044-006
100/150 N Tehama	Weed		Whole Parcel		003-042-002
125 E Sycamore	Weed		Front		003-042-003
209 E Sycamore	Weed		Whole Parcel		003-043-001
135 S Tehama	Weed		Rear	Alleyway	003-051-012
141 S Tehama	Weed		Rear	Alleyway	003-051-013
151 S Tehama	Weed		Rear	Alleyway	003-051-017
161 S Tehama	Weed		Rear	Alleyway	003-051-018
102 S Tehama	Weed		Whole Parcel		003-052-002
	Weed		Whole Parcel		003-052-003
202 W Sycamore	Weed		Whole Parcel		003-053-001
	Weed		Whole Parcel		003-053-002
	Weed		Whole Parcel		003-061-004
254 S Butte	Weed		Rear	Alleyway	003-061-010
258 S Butte	Weed		Rear	Alleyway	003-061-011
260 S Butte	Weed		Rear	Alleyway	003-061-001
245 S Tehama	Weed		Rear	Alleyway	003-061-008
	Weed		Whole Parcel		003-062-001
111 E Laurel	Weed		Whole Parcel		003-063-001
304 S Butte	Weed		Whole Parcel		003-071-005
140 W Laurel	Weed		Side	Alleyway	003-071-006
320 S Butte	Weed		Rear	Alleyway	003-071-003
	318				
332 S Butte	Weed		Rear	Alleyway	003-071-002
346 S Butte	Weed		Rear	Alleyway	003-071-001
120 W Laurel	Weed		Side	Alleyway	003-071-007
375 S Tehama	Weed		Front		003-071-010
400 S Tehama	Weed		Whole Parcel		003-072-001
	Weed		Whole Parcel		003-072-002
360 N Yollo	Weed		Rear	Alleyway	003-082-001
304 N Yolo	Weed		Front		003-083-001
312 N Yolo	Weed		Rear	Alleyway	003-083-002
313 N Sacramento	Weed		Front		003-083-008
321 N Sacramento	Weed		Rear	Alleyway	003-083-007
329 N Sacramento	Weed		Rear	Alleyway	003-083-006
335 N Sacramento	Weed		Rear	Alleyway	003-083-005

Book 3

444 E Wood	Weed		Side	Alleyway	003-083-010
444 E Willows	Weed		Side	Alleyway	003-093-017
226 N Yolo	Weed		Rear	Alleyway	003-093-014
411 E Walnut	Weed		Front	Rear	003-093-001
243 N Sacramento	Weed		Rear	Alleyway	003-093-007
118 N Colusa	Weed		Rear	Alleyway	003-101-002
321 E Sycamore	Weed	Furniture	Side	Alleyway	003-101-001
137 N Yolo	Weed		Rear	Alleyway	003-102-002
143 N Yolo	Weed		Rear	Alleyway	003-102-008
314 E Walnut	Weed		Side	Alleyway	003-102-007
112 N Yolo	Weed		Front		003-103-012
112 N Yolo	Weed		Front		003-103-001
418 Walnut	Weed		Side	Alleyway	003-103-011
151 N Sacramento	Weed		Front		003-103-003
131 N Sacramento	Weed		Front		003-103-005
115 N Sacramento	Weed		Front		003-103-006
	Weed		Rear	Alleyway	003-111-001
132 S Colusa	Weed		Front	Rear	003-111-003
125 S Yolo	Appliance	Brush	Whole Parcel		003-112-011
131 S Yolo	Weed		Front		003-112-012
410 E Sycamore	Weed		Whole Parcel		003-113-006
132 S Yolo	Weed		Front		003-113-018
415 E Oak	Weed		Rear	Side	003-113-019
	Weed		Front	Rear	003-121-011
	Weed		Rear		003-121-012
280 E Laurel	Weed		Side		003-121-013
358 S Yolo	Weed		Rear	Alleyway	003-121-009
235 S Yolo	Weed		Rear	Alleyway	003-121-005
345 E Laurel	Weed		Side	Alleyway	003-121-015
208 S Yolo	Weed		Front		003-122-003
424 E Oak	Weed		Side	Alleyway	003-122-004
210 S Yolo	Weed		Front		003-122-011
215 S Sacramento	Weed		Rear	Alleyway	003-122-019
227 S Sacramento	Weed		Rear	Alleyway	003-122-006
231 S Sacramento	Weed		Rear	Alleyway	003-122-014
251 S Sacramento	Weed		Rear	Alleyway	003-122-009
255 S Sacramento	Weed		Rear	Alleyway	003-122-010
309 S Sacramento	Weed		Side		003-132-004
	Weed		Whole Parcel		003-133-002
510 E Wood	Weed		Side	Alleyway	003-141-004
376 N Sacramento	Weed		Front		003-141-004
326 n Sacramento	Weed		Rear	Alleyway	003-141-003
316 N Sacramento	Weed		Rear	Alleyway	003-141-002
	Weed		Front		003-142-006
340 N Sonoma	Weed		Front		003-142-005
322 N Sonoma	Weed		Front		003-142-001
	Weed		Whole Parcel		003-142-004



Book 3

236 N Sacramento	Weed		Front		003-151-008
259 N Sonoma	Weed		Front		003-151-005
227 N Sonoma	Weed		Front	Side	003-151-006
525 E Walnut	Weed		Side	Alleyway	003-151-011
254 N Sonoma	Weed		Rear	Alleyway	003-152-003
	Weed		Whole Parcel		003-152-004
219 N Ventura	Weed		Rear	Alleyway	003-152-018
215 N Ventura	Weed		Rear	Alleyway	003-152-019
522 E Walnut	Weed		Side	Alleyway	003-161-009
555 E Sycamore	Weed		Side		003-161-001
550 E Sycamore	Weed		Front	Alleyway	003-171-022
141 S Sonoma	Weed		Rear	Alleyway	003-171-011
145 S Sonoma	Weed	Con Mat	Whole Parcel		003-171-012
535 E Oak	Weed		Side	Alleyway	003-171-013
142 S Sonoma	Weed		Rear		003-173-008
145 S Ventura	Weed		Side		003-173-019
214 S Sacramento	Weed		Rear	Alleyway	003-181-016
240 S Sacramento	Weed		Rear	Alleyway	003-181-020
246 S Sacramento	Weed		Rear	Alleyway	003-181-001
227 S Sonoma	Weed		Rear	Alleyway	003-181-008
540 E Oak	Weed		Rear		003-181-007
624 E Oak	Weed		Front		003-182-005
	Weed		Whole Parcel		003-182-013
206 S Sonoma	Weed		Whole Parcel		003-182-012
640 E Oak	Weed		Whole Parcel		003-182-010
	Weed		Whole Parcel		003-182-011
532 E Laurel	Weed		Side		003-191-003
320 S Sacramento	Weed		Front		003-191-007
142 N Ventura	Weed		Front	Rear	003-221-011
140 N Ventura	Weed		Rear	Alleyway	003-221-012
136 N Ventura	Weed		Front		003-221-001
739 E Sycamore	Weed		Side	Alleyway	003-221-006
115 N Alpine	Weed		Front	Rear	003-221-005
127 N Alpine	Weed		Rear	Alleyway	003-221-004
139 N Alpine	Weed		Rear	Alleyway	003-221-008
720 E Walnut	Weed		Rear		003-221-007
130 N Alpine	Weed		Front		003-222-003
114 n Alpine	Weed		Front		003-222-001
106 N Alpine	Weed		Front		003-222-001
123 N Sierra	Weed		Rear	Alleyway	003-222-007
135 N Sierra	Weed		Rear	Alleyway	003-222-011
828 E Walnut	Weed		Side	Alleyway	003-222-008
720 E Sycamore	Weed		Side	Alleyway	003-231-007
106 S Ventura	Weed		Rear	Alleyway	003-231-006
110 S Ventura	Weed		Rear	Alleyway	003-231-005
120 S Ventura	Weed		Rear	Alleyway	003-231-020
	Weed		Rear	Alleyway	003-231-011

Book 3

131 S Alpine	Weed	Rear	Alleyway	003-231-029
740 E Sycamore	con mat	Side		003-231-018
330 E Ash	Weed	Whole Parcel		003-270-003
334 E Ash	Weed	Whole Parcel		003-270-004
380 E Ash	Weed	Whole Parcel		003-270-005
640 Canton	Weed	Whole Parcel		003-280-005

## Book 5

Physical Address	Type	Add	Location	add2	APN#
1275 Brennan	Weed		Rear		005-171-020
1265 Brennan	Weed		Rear		005-171-021
1255 Brennan	Weed		Rear		005-171-022
1245 Brennan	Weed		Rear		005-171-023
1235 Brennan	Weed		Rear		005-171-024
1225 Brennan	Weed		Rear		005-171-025
1215 Brennan	Weed		Rear		005-171-026
1205 Brennan	Weed		Rear		005-171-037
1240 Brennan	Weed		Whole Parcel		005-171-015
1220 Brennan	Weed		Whole Parcel		005-171-013
1215 Joy	Weed		Whole Parcel		005-171-012
815 Pacific	Weed		Front		005-170-006
	Weed		Whole Parcel		005-181-022
741 Glennwood	Weed		Rear		005-181-003
651 Glennwood	Weed		Rear		005-181-012
641 Glennwood	Weed		Rear		005-181-013
	Weed		Whole Parcel		005-187-001
821 Applewood Ct	Weed		Front		005-187-017
831 Applewood Ct	Weed		Side		005-187-016
860 Applewood way	Weed		Front		005-182-012
879 Baywood	Weed		Front		005-182-002
839 Baywood	Weed		Front		005-182-006
830 Baywood	Weed		Rear		005-183-010
889 Sherwood	Weed		Side		005-183-001
869 Sherwood	Weed		Whole Parcel		005-183-003
839 Sherwood	Weed		Front		005-183-006
829 Sherwood	Weed	Con Mat	Front		005-183-007
819 Sherwood	Weed		Front	Side	005-183-008
880 Sherwood	Weed		Whole Parcel		005-184-015
899 Crestwood	Weed		Whole Parcel		005-184-001
642 Glennwood	Weed		Whole Parcel		005-185-001
850 Crestwood	Weed		Whole Parcel		005-186-002
840 Crestwood	Weed		Whole Parcel		005-186-003
631 Glennwood	Weed		Whole Parcel		005-191-001
611 Glennwood	Weed		Whole Parcel		005-191-003
543 Glennwood	Weed		Whole Parcel		005-191-009
529 Glennwood	Weed		Whole Parcel		005-191-011
515 Glennwood	Weed		Side		005-191-013
920 N Lassen	Weed		Rear		005-191-017
830 N Lassen	Weed		Front		005-191-020
820 N Lassen	Weed		Front		005-191-020
632 Glannwood	Weed		Whole Parcel		005-192-001
558 Glennwood	Weed		Whole Parcel		005-192-007
546 Glennwood	Weed		Whole Parcel		005-192-009
540 Glennwood	Weed		Whole Parcel		005-192-010
569 Edgewood	Weed		Whole Parcel		005-192-019

Book 5

850 Edgewood	Weed		Front		005-194-004
580 Edgewood	Weed		Front		005-194-005
811 N Lassen	Weed		Side		005-194-019
	Weed		Whole Parcel		005-200-001
	Weed		Whole Parcel		005-200-002
761 N Butte	Weed		Whole Parcel		005-200-003
811 Brennan	Weed		Whole Parcel		005-252-002
801 Brennan	Weed		Whole Parcel		005-252-003
1155 Green	Weed		Front		005-251-006
1102 Green	Weed		Front		005-251-040
760 Southgate	Weed		Rear		005-251-033
1125 Southgate	Weed		Whole Parcel		005-251-027
1105 Southgate	Weed		Whole Parcel		005-251-025
1102 Southgate	Weed		Whole Parcel		005-251-024
1160 Southgate	Weed		Whole Parcel		005-251-018
1180 Southgate	Weed		Front		005-251-016
75 Southgate	Weed		Front		005-251-014
735 Southgate	Weed		Front		005-251-013
700 Pacific	Weed		Front		005-261-013
1080 Northgate	Weed		Whole Parcel		005-261-002
838 Green	Weed		Front		005-266-001
766 Green	Weed		Front		005-266-007
801 Tamarack	Weed		Side		005-271-002
802 Tamarack	Weed		Side		005-272-002
543 Green	Weed		Whole Parcel		005-272-005
539 Green	Weed		Whole Parcel		005-272-006
706 N Murdock	Weed		Rear	Alleyway	005-275-002
690 N Murdock	Weed		Front		005-275-004
672 N Murdock	Weed	Debris	Rear	Alleyway	005-275-006
	Trash				
660 N Murdock	Weed		Front		005-275-007
707 N Lassen	Weed		Rear	Alleyway	005-275-009
	Weed		Rear	Alleyway	005-275-010
679 N Lassen	Weed		Rear	Alleyway	005-275-011
746 N Lassen	Weed		Rear	Alleyway	005-276-002
741 N Plumas	Weed		Front		005-276-009
731 N Plumas	Weed		Rear	Alleyway	005-276-010
701 N Plumas	Weed		Rear	Alleyway	005-276-013
685 N Shasta	Weed		Front		005-281-013
248 Green	Weed		Front		005-282-001
680 N Shasta	Weed		Rear	Alleyway	005-282-005
676 N Shasta	Weed		Front		005-282-006
670 N Shasta	Weed		Rear	Alleyway	005-282-007
660 N Shasta	Weed		Rear	Alleyway	005-282-008
650 N Shasta	Weed		Rear	Alleyway	005-282-009
644 N Shasta	Weed		Front	Rear	005-282-010
634 N Shasta	Weed		Rear	Alleyway	005-282-011

Book 5

626 N Shasta	Weed		Front	Rear	005-282-012
618 N Shasta	Weed		Front	Rear	005-282-013
610 N Shasta	Weed		Rear	Alleyway	005-282-014
602 N Shasta	Weed		Front		005-282-015
715 N Butte	Weed		Whole Parcel		005-282-017
695 N Butte	Weed		Rear	Alleyway	005-282-018
691 N Butte	Weed		Rear	Alleyway	005-282-029
681 N Butte	Weed		Rear	Alleyway	005-282-032
	Weed		Front	Rear	005-282-034
649 N Butte	Weed		Rear	Alleyway	005-282-024
639 N Butte	Weed		Front		005-282-025
605 N Butte	Weed		Front	Rear	005-282-028
	Weed		Whole Parcel		005-283-001
690 N Butte	Weed		Front		005-283-002
674 N Butte	Weed		Front		005-283-003
689 Eureka	Weed		Front		005-283-005
664 N Butte	Weed		Front		005-283-006
622 N Butte	Weed		Front		005-283-011
155 French	Weed		Side		005-283-014
	Weed		Whole Parcel		005-284-001
600 N Humboldt	Weed	Trash	Whole Parcel		005-330-009
	Vehicles	Appliance			
	Debris				
	Weed		Whole Parcel		005-330-005
555 Pacific	Weed		Rear		005-330-006
665 Jefferson	Weed		Rear		005-341-013
540 Pacific	Weed		Front		005-342-003
500 Pacific	Weed		Rear	Alleyway	005-342-005
541 Jefferson	Weed		Rear	Alleyway	005-343-003
535 Jefferson	Weed		Rear	Alleyway	005-343-004
525 Jefferson	Weed		Rear	Alleyway	005-343-005
510 Jefferson	Weed		Front		005-344-004
550 Adams	Weed		Front		005-345-001
534 Adams	Weed		Front		005-345-003
737 Jackson	Weed		Side		005-345-005
541 Washington	Weed		Rear	Alleyway	005-345-007
648 N Murdock	Weed		Rear	Alleyway	005-352-001
543 French	Weed		Whole Parcel		005-352-004
507 French	Weed		Rear	Alleyway	005-352-009
419 French	Weed		Rear	Alleyway	005-353-007
411 French	Weed		Front		005-353-009
645 N Plumas	Weed		Rear	Alleyway	005-353-012
635 N Plumas	Weed		Rear	Alleyway	005-353-013
623 N Plumas	Weed		Rear	Alleyway	005-353-014
619 n Plumas	Weed		Rear	Alleyway	005-353-015
449 Vine	Weed		Rear		005-355-010
416 French	Weed		Front		005-355-019

Book 5

428 French	Weed		Front		005-355-026
510 French	Weed		Front	Rear	005-355-028
547 N Shasta	Weed		Front		005-361-008
503 N Shasta	Weed		Front		005-361-012
575 N Butte	Weed		Whole Parcel		005-362-005
	Weed		Whole Parcel		005-363-009
	Weed		Whole Parcel		005-363-010
	Weed		Whole Parcel		005-363-011
	Weed		Whole Parcel		005-363-003
	Weed		Whole Parcel		005-363-014
	Weed		Whole Parcel		005-363-013
125 Vine	Weed		Front		005-363-008
555 N Tehama	Weed		Front		005-363-005
460 N Plumas	Weed		Rear	Alleyway	005-401-001
450 N Plumas	Weed		Rear	Alleyway	005-401-003
428 N Plumas	Weed	Con Mat	Whole Parcel	Rear	005-401-004
328 Vine	Weed		Whole Parcel		005-401-007
429 N Shasta	Weed		Front	Rear	005-401-009
421 N Shasta	Weed		Front	Rear	005-401-010
415 N Shasta	Weed		Rear	Alleyway	005-401-011
411 N Shasta	Weed		Rear	Alleyway	005-401-012
462 N Shasta	Weed		Rear	Alleyway	005-402-001
454 N Shasta	Weed		Front	Rear	005-402-002
450 N Shasta	Weed		Rear	Alleyway	005-402-003
431 N Butte	Weed		Rear		005-402-015
425 N Butte	Weed		Rear		005-402-011
448 N Butte	Weed		Front	Rear	005-403-001
432 N Butte	Weed		Rear	Alleyway	005-403-003
	Weed		Front	Rear	005-403-005
456 N Tehama	Weed		Rear	Alleyway	005-403-013
447 N Tehama	Weed		Rear	Alleyway	005-403-008
469 W Wood	Weed		Front		005-392-013
415 W Wood	Weed		Side		005-392-017
431 n Plumas	Weed		Front		005-392-016
451 N Plumas	Weed		Front		005-392-009
1035 W Wood	Weed		Front		005-381-006
427 Jefferson	Weed		Front		005-382-004
495 Jefferson	Weed		Front		005-382-001
450 Jefferson	Weed		Rear	Alleyway	005-382-001
436 Jefferson	Weed		Rear	Alleyway	005-383-003
	Weed		Whole Parcel		005-383-004
	Weed		Whole Parcel		005-383-005
419 Adams	Weed	Trash	Whole Parcel		005-383-007
	Debris	Appliance			
450 Adams	Weed		Front	Rear	005-384-017
460 N Humboldt	Weed		Front		005-370-024
458 N Humboldt	Weed		Rear		005-370-023

Book 5

452 N Humboldt	Weed		Side		005-370-002
1149 W Wood	Weed		Front	Side	005-370-010

Book 17

Physical Address	Type	Add	Location	Add2	APN#
900 S Tehama	Weed		Whole Parcel		017-031-005
910 S Tehama	Weed		Whole Parcel		017-031-007
920 S Tehama	Weed		Whole Parcel		017-031-008
	Weed		Whole Parcel		017-034-011
	Weed		Whole Parcel		017-034-021
	Weed		Whole Parcel		017-034-020
	Weed		Whole Parcel		017-034-019
	Weed		Whole Parcel		017-034-023
1481 S Tehama	Weed		Side		017-034-025
	Weed		Whole Parcel		017-034-017
	Weed		Whole Parcel		017-034-024
	Weed		Whole Parcel		017-034-013
	Weed		Whole Parcel		017-034-016
1475 S Tehama	Weed		Side		017-034-010
101 Harvest	Weed		Front		017-035-002
	Weed		Whole Parcel		017-035-003
	Weed		Whole Parcel		017-035-008
	Weed		Whole Parcel		017-035-007
	Weed		Whole Parcel		017-017-051
	Weed		Whole Parcel		017-017-036
110 S Tehama	Weed		Whole Parcel		017-017-030
1654 Co Rd 99	Weed		Whole Parcel		017-017-031
455 N Humboldt	Weed		Side		017-033-017
457 N Humboldt	Weed		Whole Parcel		017-033-018
475 N Humboldt	Weed		Rear		017-033-022
	Weed		Rear		017-033-030
545 N Humboldt	Weed		Rear		017-033-029
	Weed		Whole Parcel		017-033-012
	Weed		Whole Parcel		017-033-011
	Weed		Whole Parcel		017-033-010
	Weed		Whole Parcel		017-021-053
470 N Airport Road	Weed		Whole Parcel		017-021-052





**CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT**

**Contractor**



**Project Title**

**WEED ABATEMENT SERVICES**

**Budget Account Number**

**301-4130.150**

**THIS CONTRACTUAL SERVICES AGREEMENT** (Agreement) is entered into on \_\_\_\_\_, 2023, between the City of Willows, a municipal corporation under the laws of the State of California, (City) and \_\_\_\_\_, an individual, dba \_\_\_\_\_, hereinafter referred to as "Contractor".

## TABLE OF CONTENTS

<u>Section/Title</u>	<u>Page No.</u>
SECTION 1 - DESCRIPTION OF PROJECT	3
SECTION 2 - SCOPE OF CONTRACTUAL SERVICES - BASIC	3
SECTION 3 - SCOPE OF CONTRACTUAL SERVICES - ADDITIONAL	3
SECTION 4 - COMPENSATION	3
SECTION 5 - RESPONSIBILITY OF CONTRACTOR	4
SECTION 6 - RESPONSIBILITY OF CITY	4
SECTION 7 - INDEMNIFICATION	5
SECTION 8 - INSURANCE PROVISIONS	5
SECTION 9 - GENERAL PROVISIONS	5
9.1-Access to Records	5
9.2- Assignment	5
9.3- Compliance with Laws, Rules, Regulations	5
9.4- Exhibits Incorporated	6
9.5- Independent Contractor	6
9.6 Permits and License	6
9.7-Patents	6
9.8 - Integration, Amendment	6
9.9- Control of Services - Direction	6
9.10- Interpretation of Specifications	7
9.11- Notice to Proceed; Progress; Completion	7
9.12- Subcontracts	7
9.13- Term; Extension; Termination	7
9.14- Notice	8
Exhibit A	10
Exhibit B	11
Exhibit C	14
Exhibit D	17
Exhibit E	19

## **SECTION 1 - DESCRIPTION OF PROJECT**

City desires to undertake that certain project (Project) described in EXHIBIT "A," entitled "DESCRIPTION OF PROJECT," and Contractor agrees to provide City, at its own cost and expense, all services and furnish all labor and materials necessary to complete in a good, professional and substantial manner, the contractual services indicated and described in SECTIONS 2 and 3, respectively.

## **SECTION 2 - SCOPE OF CONTRACTUAL SERVICES - BASIC**

Contractor shall perform those basic contractual services in connection with the Project as are set forth more particularly in EXHIBIT "B," entitled "SCOPE OF CONTRACTUAL SERVICES - BASIC.

## **SECTION 3 - SCOPE OF CONTRACTUAL SERVICES - ADDITIONAL**

City and Contractor agree that it may be necessary for Contractor to perform or secure the performance of related contractual services other than those set forth herein. In such instance, Contractor shall advise City, in advance and in writing, of the need for such additional contractual services, their cost and the estimated time (if appropriate) required to perform them. Contractor shall not proceed to perform any such additional service until City has determined that such service is beyond the scope of the basic contractual services to be provided by Contractor and has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT "B," accordingly.

## **SECTION 4 - COMPENSATION**

Contractor shall be compensated for contractual services rendered to City pursuant to this Agreement periodically at the rate as set forth in EXHIBIT "C," entitled "COMPENSATION," and in accordance with all other applicable provisions of this Agreement. Amounts due to Contractor from City for contractual services rendered shall be evidenced by the submission to City by Contractor of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the contractual services invoiced were provided. City will make

payment on each such invoice within 45 days of receipt of it. However, if Contractor submits an invoice which is incorrect, incomplete or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Contractor until a correct and complying invoice has been submitted.

## **SECTION 5 - RESPONSIBILITY OF CONTRACTOR**

By executing this Agreement, Contractor warrants to City that Contractor possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services contemplated under this Agreement. In procuring the professional services of others to assist Contractor in performing the professional services set forth at EXHIBIT "B" or additional professional services under SECTION 3 of this Agreement, Contractor shall not employ or otherwise obtain the professional services of any person or entity known to Contractor or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Contractor further warrants that Contractor will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this Project for which professional services are rendered under this Agreement.

## **SECTION 6 - RESPONSIBILITY OF CITY**

To the extent appropriate to the contractual services contemplated by this Agreement, The City shall:

6.1 Guarantee access to and make all provisions for Contractor to enter upon City and Private property as required for Contractor to perform Contractor's contractual services.

6.2 Designate in writing a person(s) to act as City's representative with respect to the services to be performed under this Agreement. Such person(s) shall have complete authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's contractual services.

6.3 Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in the contractual services.

## **SECTION 7 - INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend the City and its City Council, officers, employee and volunteers from and against all claims, damages, losses and expenses, including litigation costs and attorney fees, arising out of performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

## **SECTION 8 - INSURANCE PROVISIONS**

Any requirements by City that Contractor carry general liability or any other type of insurance in connection with the services to be performed and/or contractual services to be rendered by Contractor pursuant to this Agreement shall be as set forth in EXHIBIT "D," entitled "INSURANCE PROVISIONS."

## **SECTION 9 - GENERAL PROVISIONS**

### **9.1 Access to Records**

Contractor shall maintain all books, records, documents, accounting ledgers and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Contractor by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times during Contractor's usual and customary business hours, Contractor shall provide proper facilities to City's representative(s) for such access and inspection. Contractor shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional service to City, falling under the provisions of SECTION 3 hereinabove.

### **9.2 Assignment**

This Agreement is binding on the heirs, successors and assigns of the parties hereto and shall not be assigned by either City or Contractor without the prior written consent of the other.

### **9.3 Compliance with Laws, Rules, Regulations**

All contractual services performed by Contractor pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes and any rules or regulations promulgated thereunder.

#### **9.4 Exhibits Incorporated**

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

#### **9.5 Independent Contractor**

City and Contractor agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Contractor shall be solely responsible for the conduct and control of the services performed under this Agreement. Contractor shall be free to render contractual services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Contractor's ability to fulfill the obligations established herein to City.

#### **9.6 Permits and Licenses**

Contractor shall procure all permits and licenses, pay all charges, assessments and fees

#### **9.7 Patents**

Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices or processes used on or incorporated in the services.

#### **9.8 Integration: Amendment**

This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

#### **9.9 Control of Services - Direction**

City representative(s) designated pursuant to Subsection 6.2 of this Agreement shall decide all questions which may arise as to the quality or acceptability of materials furnished and services performed and as to the manner of performance and rate of

progress of the services, all questions which arise as to the interpretation of the specifications, all questions as to the acceptable fulfillment of this Agreement on the part of the Contractor and all questions as to claims and compensation.

#### **9.10 Interpretation of Specifications**

Should it appear that the services to be done or any matter relative thereto is not sufficiently detailed or explained in any specifications, special provisions, and/or related documents, Contractor shall apply to the City for such further explanations as may be necessary and shall conform to such explanations or interpretations as part of this Agreement, so far as may be consistent with their original intent. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the City's representative(s), whose decision thereon shall be final.

#### **9.11 Notice to Proceed; Progress: Completion**

Upon execution of this Agreement by the parties, City shall give Contractor notice to proceed with the services. Such notice may authorize Contractor to render all of the contractual services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Contractor shall diligently proceed with the services as authorized.

#### **9.12 Subcontracts**

Contractor shall be entitled, to the extent determined appropriate by Contractor, to subcontract any portion of the services to be performed under this Agreement. Contractor shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Contractor shall not relieve Contractor, in any manner, of the obligations and requirements imposed upon Contractor by this Agreement.

#### **9.13 Term: Extension: Termination**

The initial term of this Agreement shall commence upon City's issuance to Contractor of a notice to proceed for all or a portion of the contractual services, as hereinabove provided, and terminate 12 months from the date of such notice to proceed.

This Agreement may be extended for two additional periods of 12 months, upon execution of an amendment by the City and Contractor providing therefor. For each succeeding 12-month term of this Agreement, Contractor may request City to adjust the compensation rate(s) during such term. Contractor's request for such an adjustment shall be filed with City no later than January 15, and shall be accompanied by such documentation, including, but not limited to, financial reports and records, operational cost data, and the like, as may be required by City to enable it to satisfactorily evaluate and make a determination upon it. Nothing hereinabove, however, shall require City to make any adjustment therefore in response to Contractor's request. Further, in no event shall any such adjustment exceed an amount equal to 75 percent of the increase in the Consumer Price Index for All Urban Consumers (CPI-U) - U.S. City Average - as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the most recent available previous 12-month period. As an example, if such Index increased 10 percent for a preceding 12-month period, an annual adjustment could not exceed 7.5 percent regardless of whether or not the Contractor's documented costs exceed 7.5 percent. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Contractor. In this latter event, Contractor shall be entitled to compensation for all service rendered and services performed for City to the date of such termination.

#### **9.14 Notice**

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City:

City Manager  
City of Willows  
201 N Lassen St  
Willows, CA 95988-3406



To Contractor:

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT "E," entitled "SPECIAL PROVISIONS." IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

**CITY OF WILLOWS:**

**CONTRACTOR:**

\_\_\_\_\_  
By: Marti Brown  
City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Owner

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Carolyn Walker  
City Attorney

\_\_\_\_\_  
Nathan Monck  
Fire Chief

**The City of Willows is an Equal Opportunity Provider**

**CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT**

**Contractor**

---

**Project Title**

**WEED ABATEMENT SERVICES**

**Budget Account Number**

**301-4130.150**

**EXHIBIT "A"**

**DESCRIPTION OF PROJECT**

Contractor shall provide weed, debris and vegetation removal services to the City of Willows for the period of **May 23, 2023 through May 30, 2024**.

Areas under the protection of State and Federal environmental agencies shall be cleared as outlined in Section 1.5, Subsection B "Grading/Disturbance Restrictions - Protected Areas" of Exhibit "B".

# CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

**Contractor**

---

**Project Title**

**WEED ABATEMENT SERVICES**

**Budget Account Number**

301-4130.150

**EXHIBIT "B"**

## **SCOPE OF CONTRACTUAL SERVICES BASIC**

### **Scope of Contractual Services - Basic**

The Contractor shall provide contractual services as follows:

1.1 The removal of noxious weeds, debris, and combustible vegetation shall be done in accordance with State and City regulations governing materials and/or conditions which may be damaging to the public health and safety. Specific procedures exist which must be followed. One of the established procedures provides that the City may authorize the removal of noxious weeds, debris, and combustible vegetation from parcels of land, in the event that the property owner fails to do so after having been properly notified.

Property owners have a specific amount of time in which to remove weeds, debris, and combustible vegetation before the City Council may order the abatement of those hazardous or unwanted conditions by a Weed Abatement contractor working on behalf of the City.

This scope of services establishes the nature of the work to be done and the conditions relating to such work. At this time, the City of Willows Fire Department does not know which private properties will be "owner-cleared" or those which will be "City-cleared" along with properties owned by the City. Therefore, an exact list of properties to be "cleared" by the contractor cannot be provided until after such time as the City Council authorizes a final list of properties to be cleared.

### **PERFORMANCE OF WORK**

1.2 Contractor must remove all weeds, debris, and combustible vegetation within twenty (20) working days of being provided with the list of properties to be cleared.

Contractor shall be responsible for complying with all City, State, and Federal statutory requirements relating to the removal of weeds, debris, and unwanted vegetation.

Complete abatement is required for parcels up to and including 5 acres. This abatement may be performed by discing, scraping, grading or mowing.

## **BURNING PROHIBITED**

1.3 The City of Willows Municipal Code prohibits burning of materials such as the type which would be encountered by Contractors performing this work for the City. Therefore, all cut grass, cut weeds, and debris referenced in "scope of services" performed as a result of this contract, shall be hauled from parcels and disposed of in a legal manner.

## **SAFETY PRECAUTIONS**

1.4 Contractor shall exercise care when working near dry vegetation and shall make certain that equipment is in a good state of repair and equipped with approved spark arresters and mufflers, where required. Contractor shall also keep readily available, at each work location, the following items of fire protection equipment.

- A. Two 2-1/2 gallon pressured-water fire extinguishers or equivalent means of extinguishing any small grass fire which could occur or be observed;
- B. One long-handle round-point shovel; and
- C. Cell phone (ability to contact 9-1-1 in case of an emergency).

## **NATURE OF SERVICES**

1.5 The following categories are those which represent the type of services which is required (or may be required) to be performed at the various parcels throughout the City.

### **A. ABATEMENT REQUIRED**

Complete abatement is required for parcels up to and including 5 acres. This abatement may be performed by discing, scraping, grading or mowing.

#### **1. COMPLETE CLEARING OR MOWING OF PARCELS OF FIVE ACRES OR LESS**

- (a) All parcels of 5 acres or less must be completely cleared or mowed.
- (b) Parcels may be mowed in such a manner that the distance from the top of the stubble/residue to the ground is six inches (6") or less.
- (c) Abatement along roads, sidewalk, or other such natural or manmade breaks, shall start at the edge of the property line.
- (d) Flammable vegetation remaining after mowing must be removed from roads, parcels and sidewalks by the Contractor.
- (e) Trees, stumps, rock piles, and other items not referenced as "debris" will be allowed to remain in vacant fields, lots, parcels.
- (f) Contractor is responsible for checking for any depressions, pits, holes, debris, etc., which may be a hazard or pose a restriction to contractor or equipment. Non-clearance of these areas must be approved by the City.

Note: The use of a weed eater may be required to achieve the necessary results due to obstacles that may be in the way.

#### **2. FIREBREAKS (PARCELS OVER 5 ACRES)**

- (a) All parcels over 5 acres must have a full perimeter firebreak.
- (b) Firebreaks may be disced, scraped or graded to bare earth to a minimum width of 30 feet.
- (c) Firebreaks shall be prepared in weeds, grass, star thistle, etc.
- (d) Firebreaks along roads, sidewalks, or other such natural or manmade breaks, shall start at the edge of such breaks.
- (e) Flammable vegetation remaining after the creation of a firebreak must be removed from roads and sidewalks by the Contractor.
- (f) Parcels over 5 acres that contain homes or other buildings require a minimum 30 foot firebreak around any structures.
- (g) Trees, stumps, rock piles, and other items not referenced as "debris" will be allowed to remain in vacant fields, lots, parcels.
- (h) Contractor is responsible for checking for any depressions, pits, holes, debris, etc., which may be a hazard or pose a restriction to contractor or its equipment. Non-clearance of these areas must be approved by the City.

Note: Mowing, or the use of a weed eater, may be required to achieve the necessary results due to obstacles that may be in the way.

**B. GRADING/DISTURBANCE RESTRICTIONS - PROTECTED AREAS**

Due to restrictions established by State and Federal environmental agencies, discing, scraping or grading of the soil in protected areas is not allowed, nor is the use of any chemical or pesticide. Mowing equipment with rubber tires will be acceptable. Operating equipment in wet soil shall be avoided. Weeds must be mowed to a height of approximately six inches on properties of five acres or less. If a parcel consists of more than five acres, a mowed 36 foot wide full perimeter firebreak shall be used in lieu of discing or scraping. Protected areas will be noted on a map provided by the City of Willows Planning Department.

**C. REMOVAL OF DEBRIS**

1. Debris can be expected to consist of tree pruning piles, scrap lumber piles, furniture, refrigerator, etc., but should not include any significant amount of dirt, large rocks, or other "difficult to handle" matter.

**D. DUMP BOX SERVICES**

1. The use of a dump box in connection with clearing any parcel must be requested by Contractor in advance on a per parcel basis. Upon inspection of the property by City, and determination that the request is reasonable, the City of Willows Fire Department may approve the use of a dump box in connection with clearing any parcel. Approval of the request to use a dump box must be pre-authorized by City in writing.

**E. Documentation**

1. The Contractor must obtain photos of nuisances prior to abating, and obtain photos after the nuisances have been abated. Photos shall be returned to the City at the conclusion of the abatement process. Photos shall be labeled in a fashion that easily shows what parcel the photos were taken at. EXAMPLE. Photos 1-8 : 1234 Main St, APN 000-000-000.

# CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor

---

Project Title

**WEED ABATEMENT SERVICES**

Budget Account Number

301-4130.150

**EXHIBIT "C"**

## **COMPENSATION**

Total maximum compensation for the services outlined in this Agreement shall not exceed \$40,000. **In the event the amount of abatement work presented to the Contractor by the City exceeds the limit of \$40,000, the contractor MUST notify the Fire Chief, who must receive authorization to exceed limit by City Council, and receive written authorization prior to performing the additional work. Failure to do so may result in non-payment.**

## **COMPENSATION**

1.1 Contractor shall be compensated for the work outlined herein pursuant to the attached Contractor's Abatement Pricing (as submitted by contractor) and dated May 23<sup>rd</sup> 2023. Compensation shall not exceed \$40,000,00 without written authorization of City upon receipt of 30 days advance notice provided by Contractor.

## **TERMS OF PAYMENT**

1.2 Contractor must provide two (2) copies of an invoice for each parcel cleared by Contractor. Invoices must be submitted to the City of Willows Fire Chief or Designee no later than ten(10) days following completion of the last parcel to be cleared. Invoices shall state date of service, Assessor's Parcel Number, location of parcel, and actual work done by Contractor, i.e.; areas done, method of work done (discing, scraping, mowing, debris removal, etc.) and cost of work performed by Contractor at that location.

City of Willows Fire Department will furnish Contractor with a list of Assessor's Parcel Numbers and locations of parcels where clearing is required.

**CONTRACTOR'S ABATEMENT PRICING**

**DUMP BOX SERVICES:** (requires written notification from city) **Price Per Parcel**

0-3	Cubic Yards	\$
4-6	Cubic Yards	\$
7-10	Cubic Yards	\$

**DEBRIS REMOVAL:** (requires written notification from city) **Price Per Parcel**

0-3	Cubic Yards	\$
4-6	Cubic Yards	\$
7-10	Cubic Yards	\$

**PARCEL MOWING:** **Price Per Parcel**

0	-2,500	Square Feet	\$
2,501	-5000	Square Feet	\$
5,001	-7,500	Square Feet	\$
7,501	-10,000	Square Feet	\$
10,001	-21,840	Square Feet	\$
½	-1	Acre	\$
1	-2	Acre	\$
3	-4	Acre	\$
4	-5	Acre	\$

**FIREBREAKS:**

**Price Per Parcel**

<b>Length of Fire Break</b>		<b>30 ft Width of Fire Break</b>
0	-100	\$
101	-300	\$
301	-500	\$
501	-800	\$
801	-1,000	\$
1,001	-1,200	\$
1,200	-1,400	\$
1,401	-1,600	\$
1,801	-2,000	\$
2,001	-2,500	\$
2,501	-3,000	\$
3,001	-3,500	\$
3,501	-5,000	\$



## CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

**Contractor:**

---

**Project Title:**

### **WEED ABATEMENT SERVICES**

**Budget Account Number**

301-4130.150

**EXHIBIT "D"**

### **INSURANCE PROVISIONS**

#### **General Liability Insurance**

Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insureds). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Contractor acknowledges and agrees that City of Willows, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any

person or organization with whom Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary insurance with respect to the City of Willows, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Willows, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s). In the alternative, a letter issued by an authorized official of the insured(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

### **Automobile Liability Insurance**

Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$300,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Contractor and provided to City upon request.

Contractor shall require all subcontractors, who are performing services for Contractor under this Agreement, to obtain and maintain commercial general liability insurance and automobile liability insurance with the same minimum policy limits as set forth above for Contractor. Evidence of such coverages shall be maintained by Contractor and provided to City upon request.

### **Workers' Compensation Insurance**

Contractor agrees to immediately supply the City of Willows with proof of Workers' Compensation Coverage where required by state law.

**CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT**

**Contractor:**

---

**Project Title:**

**WEED ABATEMENT SERVICES**

**Budget Account Number**

**301-4130.150**

**EXHIBIT "E"**

**SPECIAL PROVISIONS**

**NONE.**





---

Date: April 25, 2023  
To: Honorable Mayor and Councilmembers  
From: Nate Monck, Fire Chief  
Marti Brown, City Manager  
Subject: Approve Award of Bid - Grant Funded Staff Vehicle Upfit

---

**Recommendation:**

Approve award of bid and authorize the City Manager, or her designee, to purchase the equipment listed in estimate 301 from Superior Installs.

**Rationale for Recommendation:**

In accordance with the City of Willows Municipal Code (WMC), an RFP was prepared and circulated as described in WMC 3.05.090. Superior Installs was the only respondent and, as a result, determined to be the lowest responsible bidder.

**Background:**

In July of 2022, the City of Willows was awarded a CAL FIRE Wildfire Prevention grant, under the project name "Willows Hazardous Fuels Reduction". This grant will provide for the entire cost of weed abatement and hazardous fuels abatement for the 2023, 2024 and 2025 fire seasons. Eligible expenses under this program include salaries, benefits, mandated abatement, prescribed fire operations, CEQA compliance, office supplies, and a new staff vehicle.

**Discussion & Analysis:**

At the conclusion of the sealed bidding process, only the following bid was received:

- Superior Installs - \$17,161.97.

Staff circulated a notice to bidders in the local paper as required by WMC 3.05.090, as well as personally reached out to LEHR Auto of Sacramento, QTAC Fire of Chico, and Sutter Butte Communications of Yuba City. None of these local qualified bidders responded to the RFP. Superior Installs bid was determined to be complete, and includes all components required in the Request for Proposal.

**Fiscal Impact:**

There is no impact to the general fund, as this purchase is funded 100% by the already awarded CAL FIRE Wildfire Prevention Grant. The CAL FIRE Wildfire Prevention Grant does not require a local match. No City of Willows funds have been or will be used for the purchase of this vehicle.

**Attachment:**

- Attachment 1 – Superior Installs Quote

## Superior Installs

1465 Sandy Praire Ct. Ste E  
Fortuna CA 95540

**Estimate**

Date	Estimate #
4/5/2023	301

Name / Address
Willows Fire

			Project
Description	Qty	Rate	Total
Console ( W/Cup holder, cuuby and filler plates )		753.36	753.36T
USB & 12v Power Outlet		126.00	126.00T
Arm Rest		114.53	114.53T
Lightbar, w/ Alley and Take down, Amber Traffic Advisor		2,025.00	2,025.00T
Led Spot light		628.29	628.29T
Hideaway lights Red	2	152.00	304.00T
Ultra Thin Surface Mount Grille Light	6	125.00	750.00T
RayZR Amber LED Traffic Advisor		659.75	659.75T
Siren Control		679.55	679.55T
0-6,000 MHz, 3/4" Mount Coax	2	31.90	63.80T
150-512 VHF Antenna with Spring		78.79	78.79T
Camper Shell		3,873.47	3,873.47T
Truck Vault		2,825.00	2,825.00T
Shipping TBD		0.00	0.00
Miscellaneous Hardware with Power Distribution & Relay		300.00	300.00T
Install Above equipment on 2023 Ram 1500	26	110.00	2,860.00
Tax 8.5%		8.50%	1,120.43
		<b>Total</b>	\$17,161.97



---

Date: April 25, 2023  
To: Honorable Mayor and Councilmembers  
From: Nate Monck, Fire Chief  
Marti Brown, City Manager  
Subject: Bid Award to Paint Fire Engine 5

---

**Recommendation:**

Approve attached recommended bid and authorize the City Manager, or her designee, to execute a contract and scope of work as identified in estimate 0007 to RJL Truck and Tractor.

**Rationale for Recommendation:**

In accordance with the City of Willows Municipal Code (WMC), an RFP was prepared and circulated as described in WMC 3.05.090. After reviewing bids, RJL Truck and Tractor was determined to be the lowest responsible bidder.

**Background:**

In December of 2022, the City of Willows was awarded a Type 3, Federal Excess Fire Engine, through the Federal Excess Procurement Program (FEPP). This allowed the City of Willows to accept delivery of a 2006 Fire Engine for local and mutual aid response. In order to use the equipment, the fire engine must be painted from its trademarked forest service green color to the color of the home agency.

**Discussion & Analysis:**

At the conclusion of the sealed bidding process, the following two bids were received:

- RJL Truck and Tractor - \$12,000, and
- Bob's Auto and Truck Painting - \$18,158.78.

Staff circulated a notice to bidders in the local paper as required by WMC 3.05.090. Staff also personally reached out to RJL Truck and Tractor of Oroville, Bobs Auto and Truck Painting of Red Bluff, Paulos Collision of Orland, R&R Auto of Willows. The RJL Truck and Tractor and Bobs Auto Painting were the only responsive bidders, with RJL Trucks quote being \$6,158.78 less than the next highest bidder.



**Fiscal Impact:**

Willows City Council Approved up to \$20,000 of general fund monies to refurbish the newly acquired Engine 5 as part of the Mid-Year Budget Adjustment. The rest of the required improvements to place Engine 5 into service will likely not exceed \$6,000, completing the project under budget.

Once Engine 5 is available for response, the City of Willows will have sufficient equipment to participate in the state mutual aid program, a potential source of revenue to subsidize future fire department costs. The current Office of Emergency Services (OES) reimbursement rate under the California Fire Assistance Agreement (CFAA) is \$2,257.52 per day. The current CAL FIRE Assistance by Hire (ABH) reimbursement rate is \$3,386.32 per day.

**Attachments:**

- Attachment 1: RJL Truck and Tractor Quote
- Attachment 2: Bob's Auto and Truck Painting Quote



## RJL Truck and Tractor

Ronald LaPlant  
 6251 Lincoln Blvd Oroville CA 95966  
 530-403-9752  
 RJLTruckandTractor@gmail.com

ESTIMATE

EST0007

DATE

04/05/2023

TOTAL

USD \$12,000.00

TO

### Willows Fire Department

nmonck@cityofwillows.org

DESCRIPTION	RATE	QTY	AMOUNT
Base engine paint price starting at	\$10,000.00	0	\$0.00
Engine paint price with door jams starting at	\$12,000.00	1	\$12,000.00
<b>TOTAL</b>			<b>USD \$12,000.00</b>

Prices will vary depending on any body work

Base engine price includes base coat clear coat

Paint will be high automotive grade and can match to any of your liking

Date: 4/ 5/2023 01:57 PM  
 Estimate ID: 2283  
 Estimate Version: 0  
 Preliminary  
 Profile ID: \* HEAVY TRUCKS & RV

## BOB'S AUTO AND TRUCK PAINTING

11615 ANDREWS ST, RED BLUFF, CA 96080  
 (530) 527-1233  
 Fax: (530) 527-2447  
 Email: bobspainting2004@yahoo.com  
 Tax ID: 47-4067768 BAR #: ARD00281199 EPA #: PTO-028

Damage Assessed By: Gary Ford  
 Classification: None

Deductible: UNKNOWN  
 File Number: ?

Insured: \*\* NATHAN MONCK \*\* WILLOWS FIRE DEPARTMENT  
 Owner: WITHOUT CABINET INTERIORS 3-30-23, EMAILED TO NATHAN

Mitchell Service: 911000

Description: 06 INTERNATIONAL 7400  
 VIN: 1HTCAZN17J426468  
 OEM/ALT: O

Search Code: None

NOTE: \*\* ESTIMATE IS FOR DAMAGES CLEARLY VISIBLE AT TIME OF  
 INSPECTION. THERE MAY BE ADDITIONAL DAMAGED FOUND AFTER DISASSEMBLY  
 \*\*

ESTIMATES ARE VALID FOR 30 DAYS FROM DATE WRITTEN.

WE ARE NOT RESPONSIBLE FOR PART PRICE INCREASES. ALL ESTIMATE PARTS

PRICING WILL BE BILLED THE "MANUFACTURES SUGGESTED RETAIL PRICE FROM  
 INVOICE" OR ACTUAL COST PLUS 35% MARKUP, WHICH EVER IS GREATER.

\*\*CREDIT CARD PAYMENTS ARE SUBJECT TO A 2.8% CONVENIENCE OF USE FEE\*\*

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
				<u>Special/Manual Entry</u>			
1	900500	BDY *	ACCESS/INSPECT	NOTE: ESTIMATE WRITTEN TO FOR IMRON ELITE	Existing		0.0*
2				BASE COAT, CLEAR COAT SYSTEM, CROSS REFERENCED			
3				TO MATCH SIKKENS PAINT CODE FLNA3042 RED			
4	900500	BDY *	ACCESS/INSPECT	NOTE: ESTIMATE ASSUMES ALL LIGHTS AND TRIM R	Existing		0.0*
5				BY OWNER PRIOR TO DROP AS INDICATED IN PHOTOS SENT			
6				ESTIMATE DOES NOT INCLUDE ANY DENT OR DING REPAIR			
7				ALL DENTS AND DINGS WILL SHOW.			
8	900500	BDY *	ACCESS/INSPECT	NOTE: ESTIMATE DOES NOT INCLUDE ANY DOT APP	Existing		0.0*
9				ACCENT STRIPES OR LETTERING...			
10	900500	BDY *	ACCESS/INSPECT	*****	Existing		0.0*
11	900500	BDY *	ADD'L LABOR OP	PRESSURE WASH, DEGREASE-DEWAX	Existing		2.0*
12	900500	BDY *	REMOVE/INSTALL	HOOD	Existing		2.0*
13	900500	BDY *	ADD'L LABOR OP	REMOVE SLIVER TAPE BAND AND GLUE RESIDUE	Existing		3.0*
14	900500	REF *	REFINISH/REPAIR	PRIME AND BLOCK OLD STRIPE AREA SO OUTLINE	Existing		4.0*

ESTIMATE RECALL NUMBER: 04/05/2023 13:54:56 2283  
 Mitchell Data Version: OEM: JAN\_23\_V

Software Version: 7.1.242

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 All Rights Reserved

Page 1 of 3

75

15				DOES NOT BLEED THROUGH		
16	900500	BDY *	ADD'L LABOR OP	PREP EXTERIOR, CABINET INTERIORS AND DOOR J Existing		43.0*
17				FOR PAINT FOR COLOR CHANGE TO RED		
18	900500	REF *	REFINISH/REPAIR	APPLY RED BASE COAT TO EXTERIOR Existing		30.0*
19	900500	REF *	REFINISH/REPAIR	APPLY CLEAR COAT TO RED BASE Existing		6.0*
20	900500	REF *	REFINISH/REPAIR	APPLY RED BASE COAT TO DOOR JAMBS Existing		3.5*
21	900500	REF *	REFINISH/REPAIR	APPLY CLEAR COAT TO DOOR JAMBS Existing		1.8*
22	900500	BDY *	CHECK/ADJUST	NOTE: CABINET JAMBS AND INTERIORS WILL Existing		0.0*
23				REMAIN GREEN....		
24	900500	UD1 *	ADD'L LABOR OP	CLEAN FOR DELIVERY Existing		1.5*
				<u>Additional Costs &amp; Materials</u>		
25	936007		ADD'L COST	Shop Materials		300.00 *
26	936013		ADD'L COST	Spcl Paint Materials		250.00 *
27				RED PAINT TONER SURCHARGE		
28	936021		ADD'L COST	Additional Body Materials		65.00 *
29				DECAL ERASER WHEELS		
				<u>Additional Operations</u>		
30	933017	REF	ADD'L OPR	Finish Sand And Buff		8.0*
31	933018	REF	ADD'L OPR	Mask For Overspray		45.00 * 3.0*
				<u>Additional Costs &amp; Materials</u>		
32			ADD'L COST	Paint/Materials		2,786.86 *
33			ADD'L COST	Hazardous Waste Disposal		7.00 *

\* - Judgment Item

## Estimate Totals

<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">I. Labor Subtotals</td> <td style="width: 10%;"><u>Units</u></td> <td style="width: 10%;"><u>Rate</u></td> <td style="width: 10%;"><u>Add'l Labor Amount</u></td> <td style="width: 10%;"><u>Sublet Amount</u></td> <td style="width: 10%;"><u>Totals</u></td> </tr> <tr> <td>Body</td> <td>50.0</td> <td>135.00</td> <td>0.00</td> <td>0.00</td> <td>6,750.00</td> </tr> <tr> <td>Refinish</td> <td>56.3</td> <td>135.00</td> <td>45.00</td> <td>0.00</td> <td>7,645.50</td> </tr> <tr> <td>User Def1</td> <td>1.5</td> <td>75.00</td> <td>0.00</td> <td>0.00</td> <td>112.50</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Non-Taxable Labor</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>14,508.00</td> </tr> <tr> <td>Labor Summary</td> <td>107.8</td> <td></td> <td></td> <td></td> <td>14,508.00</td> </tr> </table>	I. Labor Subtotals	<u>Units</u>	<u>Rate</u>	<u>Add'l Labor Amount</u>	<u>Sublet Amount</u>	<u>Totals</u>	Body	50.0	135.00	0.00	0.00	6,750.00	Refinish	56.3	135.00	45.00	0.00	7,645.50	User Def1	1.5	75.00	0.00	0.00	112.50						Non-Taxable Labor						14,508.00	Labor Summary	107.8				14,508.00	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">II. Part Replacement Summary</td> <td style="width: 50%; text-align: right;"><u>Amount</u></td> </tr> <tr> <td>Total Replacement Parts Amount</td> <td style="text-align: right;">0.00</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">III. Additional Costs</td> <td style="width: 50%; text-align: right;"><u>Amount</u></td> </tr> <tr> <td>Taxable Costs</td> <td style="text-align: right;">3,336.86</td> </tr> <tr> <td style="padding-left: 20px;">Sales Tax @ 7.250%</td> <td style="text-align: right;">241.92</td> </tr> <tr> <td>Non-Taxable Costs</td> <td style="text-align: right;">72.00</td> </tr> <tr> <td>Total Additional Costs</td> <td style="text-align: right;">3,650.78</td> </tr> </table> <p>Paint Material Method: Rates  Init Rate = 61.52 , Init Max Hours = 99.9, Addl Rate = 59.52</p>	II. Part Replacement Summary	<u>Amount</u>	Total Replacement Parts Amount	0.00	III. Additional Costs	<u>Amount</u>	Taxable Costs	3,336.86	Sales Tax @ 7.250%	241.92	Non-Taxable Costs	72.00	Total Additional Costs	3,650.78
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IV. Adjustments						<u>Amount</u>																																																			
Customer Responsibility						0.00																																																			

I.	Total Labor:	14,508.00
II.	Total Replacement Parts:	0.00
III.	Total Additional Costs:	3,650.78
	Gross Total:	18,158.78
IV.	Total Adjustments:	0.00
	Net Total:	18,158.78

This is a preliminary estimate.  
Additional changes to the estimate may be required for the actual repair.

Insurance Co: SELF PAY  
Telephone: (888) 335-2722

I authorize Bob's Auto and Truck Painting to perform the above needed repairs to my vehicle and acknowledge receipt of the above estimate. Wear or damages not evident on the first inspection, may be discovered and you will be contacted for additional work. Prices are subject to change without notice.

**ACKNOWLEDGEMENT:**

I have read and understand the above estimate and authorize repair services to be performed including sublet work. An express Mechanic's Lien is hereby acknowledged on the above vehicle to secure the amount of repairs completed.

X \_\_\_\_\_ DATE \_\_\_\_\_

**ACKNOWLEDGEMENT OF COMPLETION: I HAVE INSPECTED THE COMPLETED WORK & CONFIRM THEY WERE DONE TO MY COMPLETE SATISFACTION. MY SIGNATURE ABOVE FUTHER ACTS AS A "DIRECTION TO PAY" FOR ANY OUTSTANDING SUPPLEMENT OWED TO SHOP.**

X \_\_\_\_\_ DATE \_\_\_\_\_



---

Date: April 25, 2023  
To: Honorable Mayor and Councilmembers  
From: Marti Brown, City Manager (on behalf of Mayor Rick Thomas)  
Subject: Legal Services Agreement for City Attorney Services

---

**Recommendation:**

Approve the Legal Services Agreement for City Attorney services (Attachment 1) between the City of Willows and Prentice | Long, PC.

**Rationale for Recommendation:**

On February 9, 2023, the City Attorney and Cole Huber LLP resigned necessitating the search for a new law firm that could provide City Attorney services.

**Background:**

On February 9, 2023, Cole Huber LLP, the City's contract attorney, tendered its 60-day resignation and, as a result, the search for a new City Attorney and/or law firm that could provide City Attorney services was initiated.

Shortly after Cole Huber's resignation, the City prepared and circulated a Request for Proposal that was due by March 27. Three proposals were received. The Council selected two firms to be interviewed on April 6.

**Discussion & Analysis:**

Based on the interviews and qualifications, the Council selected Prentice | Long, PC to represent the City effective Monday, April 10, 2023. Cole Huber LLP's last day to provide City Attorney services was Friday, April 7, 2023.

**Fiscal Impact:**

The agreement includes a flat retainer of \$9,165 per month or \$109,980 per year. The Attorney rate is \$190 per hour and paralegal rate is \$90 per hour. Other special services and additions are further delineated in the agreement (Attachment 1).

**Attachment:**

- Attachment 1: Legal Services Agreement

**LEGAL SERVICES AGREEMENT BETWEEN  
THE CITY OF WILLOWS AND PRENTICE LONG, PC  
FOR CITY ATTORNEY SERVICES**

THIS AGREEMENT for legal services is entered into by and between the City of Willows, a general law city in the State of California ("City"), and Prentice Long, PC ("Law Firm"), as of April 11, 2023 (the "Effective Date").

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

The Law Firm shall discharge the duties of the City Attorney in a competent and professional manner. The Law Firm shall provide all legal services to the City of the kind and nature as described in the Code for the City of Willows ("Municipal Code") unless specifically stated otherwise in this Agreement or otherwise directed in writing by the City. Law Firm shall not serve as the City's administrative hearing examiner for parking ticket appeals.

CAROLYN WALKER ("Attorney") is designated as City Attorney. Attorney was appointed and designated City Attorney on April 11, 2023, by the Willows City Council ("Council)". Attorney shall hold office during the pleasure of the Council and shall receive such compensation as is authorized by the Council, and subject to the terms of this agreement. The Parties understand and agree that the Firm may, from time to time, utilize other attorneys within the Firm to assist Attorney in the performance of this Agreement but no change in the designation of CAROLYN WALKER as City Attorney may be made other than by the Council.

Except where conflict of interest rules require otherwise, Attorney shall supervise the activities of all other counsel retained by or for the City and shall review the work of such counsel on behalf of the City. City acknowledges that this agreement does not prohibit the Law Firm or Attorney from other employment, except as otherwise stated herein.

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall remain in full force and effect until terminated in accordance with the provisions of this Agreement. Law Firm shall complete the work described in Exhibit “A” during that term, unless the term of the Agreement is otherwise terminated, as provided for in Section 7. The time provided to Law Firm to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 7.1.

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

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

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

**SECTION 2. COMPENSATION.** City hereby agrees to pay Law Firm a sum not to exceed the amounts described in Exhibit “B”, notwithstanding any contrary indications that may be contained in Law Firm's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Law Firm's proposal, attached as Exhibit “A”, regarding the amount of compensation, the Agreement shall prevail. City shall pay Law Firm for services rendered pursuant to this Agreement at the time and in the manner set forth herein.



The payments specified below shall be the only payments from City to Law Firm for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Law Firm shall not bill City for duplicate services performed by more than one person.

Law Firm and City acknowledge and agree that compensation paid by City to Law Firm under this Agreement is based upon Law Firm's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Law Firm. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Law Firm and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Law Firm shall submit to the City, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended on an hourly basis. Time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). Law Firm shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the

hours spent by each person, a brief description of the work, and each reimbursable expense; and

- The total number of hours of work performed under the Agreement by Law Firm.

The City will not be liable for interest or finance charges, until the bill is 60 days past due.

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

**2.3 Total Payment.** City shall pay for the services to be rendered by Law Firm pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Law Firm in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Law Firm submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment approved by the City Manager.

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

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

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

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

**2.8 Authorization to Perform Services.** The Law Firm is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization and direction of the City Council and/or City Manager.

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

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

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

Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

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

**4.2 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Law Firm shall provide written notice to City at Law Firm's earliest possible opportunity and in no case later than five (5) days after Law Firm is notified of the change in coverage.

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

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

**4.3.2.** Terminate this Agreement.

## **SECTION 5. STATUS OF LAW FIRM.**

**5.1 Independent Contractor.** At all times during the term of this Agreement, Law Firm shall be an independent contractor and shall not be an employee of City. City shall have the right to control Law Firm only insofar as the results of Law Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or

ordinance to the contrary. Law Firm and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

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

**5.4 Indemnification.** Notwithstanding the forgoing, Law Firm shall indemnify, hold harmless and defend the City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement.

City shall indemnify, hold harmless, and defend Law Firm, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to

death or injury to any person and injury to any property resulting from any intentional, reckless, or negligent acts, errors or omissions of the City in the performance of this Agreement.

**5.5 Federal Provisions.** To the extent FEMA financial assistance will be used to fund all or a portion of this Agreement, the Firm shall comply with all federal requirements including, but not limited to, the following:

A. 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

B. Federal Contract Provisions attached hereto as Exhibit "C" and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

## **SECTION 6. LEGAL REQUIREMENTS.**

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

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

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

**6.4 Licenses and Permits.** Law Firm represents and warrants to City that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Law Firm represents and warrants to City that Law Firm and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

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

## **SECTION 7. TERMINATION AND MODIFICATION.**

**7.1 Termination.** City may cancel this Agreement at any time and without cause upon 90 days' written notification to Law Firm.

Law Firm may cancel this Agreement upon 90 days' written notice to City and shall include in such notice the reasons for cancellation.

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

7.2 **Amendments.** This Agreement may be amended from time to time by written agreement of the Parties. Unless otherwise provided in this Agreement, modifications relating to the nature, extent or duration of the Law Firm's professional services to be rendered hereunder shall require the prior written approval of the Council. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the scope of services and the agreed-upon billing rates to be charged by the Law Firm and paid by the City.

7.3 **Assignment and Subcontracting.** City and Law Firm recognize and agree that this Agreement contemplates personal performance by Law Firm and is based upon a determination of Law Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Law Firm. Law Firm may not assign this Agreement or any interest therein without the prior written approval of the City Manager. Law Firm shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. Delegation to such outside attorneys shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to competently perform services in a particular practice area. The Firm shall supervise any delegated work, except when precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the Parties.

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

7.5 **Options Upon Breach by Law Firm.** If Law Firm materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to the following:

7.5.1 Immediately terminate the Agreement;



7.5.2 Retain the plans, specifications, memoranda, correspondence, and any other work product prepared by Law Firm pursuant to this Agreement; or

7.5.3 Retain a different Law Firm to complete the work described in Exhibit "A" not finished by Law Firm.

## **SECTION 8. KEEPING AND STATUS OF RECORDS.**

**8.1 Records Created as Part of Law Firm's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. The Law Firm will control the physical location of such files during the term of this Agreement. The City agrees that Law Firm may, in its discretion, maintain all or part of the City's legal files in electronic format including through use of secure cloud storage services. Law Firm agrees to apply all reasonable methods to maintain the confidentiality of the City's legal files and the data will be password protected and encrypted using currently available technology.

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

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

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

## **SECTION 9. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

Firm's profession, unless such conflict may be waived by City and City chooses to waive such conflict in writing.

Law Firm and Attorney shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

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

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

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

**9.8 Notices.**

Any written notice to Law Firm shall be sent to:

Prentice Long, PC  
Attn: Margaret Long  
2240 Court Street  
Redding, CA 96001

Any written notice to City shall be sent to:

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

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

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

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

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

**CITY**

**LAW FIRM**

CITY OF WILLOWS,  
A General Law City

PRENTICE LONG, PC

By: 

Richard Thomas, Mayor, City Council

By: 

Margaret E. Long, Managing Partner

## **EXHIBIT "A"**

### **SCOPE OF WORK**

The following services shall be provided under this Agreement:

#### **CITY ATTORNEY SERVICES**

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

- Attend all City Council meetings and hold regular office hours either remotely or in-person as requested by the City Council or City Manager;
- Attend Planning Commission or Management Team meetings as appropriate or requested;
- Regularly communicate - with the City Council, City Manager, City Administrative staff, department heads and designated staff;
- Attend staff meetings as necessary or requested;
- Advise regarding Brown Act requirements and parliamentary procedures governing public meetings;
- Advise regarding compliance with the Political Reform Act, and other ethics statutes, regulations, and rules;
- Ensure timely compliance with requests for public records;
- Draft and review municipal ordinances and resolutions;
- Draft and review City contracts;
- Respond to Public Records Act (PRA) Requests;
- Advise regarding real property acquisitions, easements, and dedications;
- Advise regarding tort claims and liability exposure;
- Provide guidance on personnel matters, including employee discipline and separations;
- Ensure compliance with general plan, zoning, and other land use requirements for both City and private party-initiated actions and applications;

- Advise about the requirements of the California Environmental Quality Act and other environmental laws and regulations;
- Advise regarding code enforcement and building code matters;
- Provide opinions regarding municipal and other legal matters as directed by the City Council and City Manager;
- Monitor and advise regarding the adoption of new federal and state laws and regulations;
- Manage outside legal counsel; and
- Communicate with the press when directed by the City Council or City Manager.

### **LITIGATION SERVICES**

Law Firm shall represent City in any legal action (in state or federal court), employment proceeding (e.g., employee arbitration, PERB hearing), and other administrative proceeding. Representation of City shall include:

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

**LABOR NEGOTIATION SERVICES**

Law Firm shall represent City in any labor relations matter, including, but not limited to:

- Labor negotiations;
- Drafting, analyzing, reviewing MOU's;
- Impasse; and
- Other tasks necessary to the successful completion of labor negotiations or labor relations.

City Council reserves the right to request independent counsel for any scope of work described herein.

~ END OF EXHIBIT "A" ~

**EXHIBIT "B"**

**COMPENSATION**

City shall compensate law firm as follows:

**City Attorney Services**

City shall pay Law Firm a flat, monthly retainer of \$9,165 (\$109,980 annually) for all City Attorney services, excluding litigation and labor negotiations, as set forth in Exhibit "A".

In consideration for this agreement, Law Firm shall generally bear its own costs and expenses in providing City Attorney services. City, however, shall reimburse Law Firm for the following extraordinary expenses advanced on the City's behalf:

Voluminous Duplication or Printing (charged for each page beyond 350 pages in any month)	\$0.10/page
Vehicle travel for non-standard trips Exceeding 50 miles from our Redding office, and not related to attendance of regular City meetings, office hours, and appointments*	Applicable IRS rate per mile x number of miles
Travel expenses for non-standard trips not related to attendance of regular City meetings, office hours, and appointments	Reasonable cost of overnight stays and meals
Extraordinary postage or overnight Delivery costs	Actual Cost
Paralegal Services	\$90.00/hour

\* City of Willows shall not be charged mileage or hourly rate for travel to and from Law Firm's Red Bluff Office for purposes of attendance at City Council meetings, office hours, or necessary appointments.

**Litigation Services and Labor Negotiations**

For any judicial or administrative proceeding or labor negotiations as described in Exhibit "A", Law Firm would charge the City the following rates for work performed:



**Attorneys Rate:** \$190.00/hour

**Paralegals:** \$90.00/hour

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

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

~ END OF EXHIBIT "B" ~

**EXHIBIT "C"**  
**FEDERAL CONTRACT PROVISIONS**

During the performance of this contract, Law Firm shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the local agency entering into this contract with the Law Firm.

- 1. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**
  - (A) The Law Firm shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.
  - (B) Affirmative steps shall include:
    - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
    - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
    - (v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

The Law Firm shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

**2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)**

- (A) If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by the Law Firm.

**3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)**

- (A) The Law Firm shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Law Firm's personnel for the purpose of interview and discussion related to the books and records.
- (B) The Law Firm agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (C) The Law Firm agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)**

- (A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the

contract is executed and does not provide for administrative, contractual, or legal remedies in instances where the Law Firm violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

- (i) Termination for Convenience. The Agency may, by written notice to the Law Firm, terminate this contract for convenience, in whole or in part, at any time by giving written notice to the Law Firm of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the Agency, the Agency shall compensate the Law Firm for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. The Law Firm shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by the Law Firm prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
- (ii) Termination for Cause. If the Law Firm fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to the Law Firm specifying the default ("Notice of Default"). If the Law Firm does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If the Law Firm fails to cure a default as set forth above, the Agency may, by written notice to the Law Firm, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, the Law Firm shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct the Law Firm's deficiencies and charge the cost thereof to the Law Firm, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.
- (iii) Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by the Law Firm's performance of the work.
- (iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, the Law Firm shall promptly discontinue the work unless the Notice directs to the contrary.

The Law Firm shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. The Law Firm acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. The Law Firm shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, the Law Firm shall be entitled to receive only the amounts payable under this Section, and the Law Firm specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

- (B) Appendix II to Part 200 (C) - Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, the Law Firm shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:
- (i) The Law Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Law Firm will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Law Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

- (ii) The Law Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- (iii) The Law Firm will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Law Firm's legal duty to furnish information.
- (iv) The Law Firm will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) The Law Firm will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) The Law Firm will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of the Law Firm's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with

procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (viii) The Law Firm will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will *be* binding upon each subcontractor or the Law Firm. The Law Firm will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the Law Firm becomes involved in, or is threatened with, litigation with a subcontractor or the Law Firm as a result of such direction, the Law Firm may request the United States to enter into such litigation to protect the interests of the United States.

(C) Appendix II to Part 200 (D) - Davis-Bacon Act; Copeland Act; Not applicable to this contract.

(D) Appendix II to Part 200 (E) - Contract Work Hours and Safety Standards Act:

- (i) If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Law Firm shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (ii) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in

excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (iii) In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
- (iv) The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Law Firm or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.
- (v) The Law Firm or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(E) Appendix II to Part 200 (F) - Rights to Inventions Made Under a Contract or Agreement:

- (i) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must



comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Law Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.

- (ii) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- (iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to 'Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(F) Appendix II to Part 200 (G) - Clean Air Act and Federal Water Pollution Control Act; If this contract is in excess of \$150,000, the Law Firm shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- (i) Pursuant to the Clean Air Act, (1) the Law Firm agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) the Law Firm agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) the Law Firm agrees to include these requirements in each subcontract exceeding \$150,000.
- (ii) Pursuant to the Federal Water Pollution Control Act, (1) the Law Firm agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) the Law Firm agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency

Regional Office, and (3) the Law Firm agrees to include these requirements in each subcontract exceeding \$150,000.

(G) Appendix II to Part 200 (H) - Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CPR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Law Firm is required to verify that none of the Law Firm, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (ii) The Law Firm must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (iii) This certification is a material representation of fact relied upon by Agency. If it is later determined that the Law Firm did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (iv) The Law Firm warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. The Law Firm also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Law Firm further agrees to notify the Agency in writing immediately if the Law Firm or its subcontractors are not in compliance during the term of this contract.

(H) Appendix II to Part 200 (D) - Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, the Law Firm shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, the Law Firm shall file with the Agency the Federal Standard

Form LLL titled "Disclosure Form to Report Lobbying." Law Firms that apply or bid or an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- (I) Appendix II to Part 200 ffi- Procurement of Recovered Materials:
- (i) The Law Firm shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
  - (ii) In the performance of this contract, the Law Firm shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
  - (iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## 5. MISCELLANEOUS PROVISIONS

- (A) The Law Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- (B) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Law Firm will comply with all applicable

federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- (C) The Law Firm acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Law Firm's actions pertaining to this contract.
- (D) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, the Law Firm, any subcontractors or any other party pertaining to any matter resulting from the contract.
- (E) General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.
  - (i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.
  - (ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Law Firm, the Law Firm's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that the Law Firm exceeds at its own risk.

~ END OF EXHIBIT "C" ~



# COMMENTS AND REPORTS

Richard Thomas, Mayor of the City of Willows  
 Pedro Bodadilla, Chairman - City of Willows Planning Commission  
 201 North Lassen Street  
 Willows, CA 95988

April 4, 2023

Gentlemen

Pursuant to Government Code 65402(b), the City of Willows Planning Commission has been notified by the County of Glenn of the County's proposed purchase of a residential property located at 118 North Lassen Street, Willows, CA.

At the April 4, 2023 Glenn County Board of Supervisors' Meeting, several Board members publically stated that the proposed purchase is just the first of, "several" and/or "a number of" such purchases it intends to make in the City of Willows for the stated purpose of "transitional housing", "foster care" and "family visitation" under the aegis of the Glenn County Dept. of Health and Human Services.

As a resident and property owner in the City of Willows, I believe that all County acquisitions for conversion of existing single family residences in established residential neighborhoods should require notification to the public of the specific use(s) planned for the property(s) and should be subject to existing zoning and the publically-reviewed and City Counsel-approved General Plan.

My specific concerns about this type property conversion are as follows;

- The City of Willows suffers from a lack of modestly-priced entry level houses. This has long been a barrier to low-to moderate wage earner home ownership. Conversion of single family homes in an affordable price range, to public ownership, will only make this problem worse.
- State-mandated building code requirements for new homes (solar, electric vehicle charging stations, fire sprinkler systems) have made it so expensive to build affordable residences that it is economically impossible for builders to construct and sell smaller homes at entry level prices. This forces builders to up-scale offerings to homes sizes and price points well beyond the typical Willows resident.
- The County's stated intention to buy multiple properties in an opportunistic fashion (i.e. buying random properties as they are listed), rather than in a planned or coordinated fashion; may tax the Planning Commission's ability to review such purchases as mandated by government code.
- Purpose-built facilities of the type desired by the County, on lots or land with conforming zoning, would be significantly more economical than conversion-, or worse *demolition*, of older homes that clearly would not meet current government standards.
- Conversion of these buildings from private- to public ownership, will reduce the City's tax revenue as the properties drop off the tax rolls.
- The County's overly-broad stated purpose for the property ("*...for general government purposes...*") as disclosed in their March 13, 2023 notice to Mayor Thomas and Chair Bodadilla, provides no reasonable basis for the Planning Commission's review of the request.

**In summary, to 1) preserve the existing stock of Willows homes available to the public, 2) to most economically use available public resources and, 3) to provide necessary facilities for the County's intended purposes in a *coordinated* fashion with the City, I ask that the County's request for review be paused until you can complete a broader review of the County's intended uses for this and additional properties.**



Brad Eidman  
 P.O. Box 264, Willows, CA 95988