



Willows City Council Regular Meeting

April 27, 2021
Willows City Hall
7:00 p.m.

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

Interim City Manager
Wayne Peabody

City Clerk
Tara Rustenhoven

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

Agenda

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

- a. **Public Comments:**

Members of the public wishing to address the Council on any item(s) not on the agenda may do so at this time when recognized by the Mayor/Vice Mayor; however, no formal action will be taken unless a majority consensus of the Council directs staff to place the item on a future agenda. Public is advised to limit discussion to one presentation per individual. While not required, please state your name and address for the record. (Oral communications will be limited to three minutes)

5. **CONSENT AGENDA**

Consent items are considered to be routine by the City Council and will be enacted in one motion. There will be no separate discussion on these items unless a Council Member requests, in which event the item will be removed from the consent agenda. It is recommended that the Council:

- a. Approval of general checking, payroll & direct deposit check registers Z44837- Z44861, 38867-38872, 051082-051114.
- b. Approval of minutes of the Special City Council Meeting held on April 13, 2021.
- c. Approval of minutes of the Regular City Council Meeting held on April 13, 2021.

Comments from the public are welcome. The Mayor will allow an opportunity for comments related to Public Hearings or any item on the agenda. Please limit comments to three minutes per topic, and one comment per person per topic. Once comments conclude, please allow the Council the opportunity to continue its consideration of the item without interruption.

6. REGULAR BUSINESS AGENDA/ITEMS REQUIRING COUNCIL ACTION

- a. Receive the Preliminary Annual Engineer's Report and by motion, adopt a resolution entitled; **A RESOLUTION OF INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR FY 2021-2022 FOR THE CITY OF WILLOWS LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND SETTING THE TIME AND DATE OF THE PUBLIC HEARING (PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972).**
- b. By motion, adopt a resolution entitled; **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, STATE OF CALIFORNIA, APPROVING THE SALE AND TRANSFER OF CITY OF WILLOWS 20A WORK CREDITS TO THE TOWN OF LOS ALTOS HILLS AND AUTHORIZING THE INTERIM CITY MANAGER TO FINALIZE NEGOTIATIONS AND EXECUTE A MEMORANDUM OF UNDERSTANDING AND PERFORM ALL OTHER ACTIONS NECESSARY TO COMPLETE THE TRANSACTION.**
- c. Re-appoint Vincent Holvik as the City's representative to the Glenn County Mosquito and Vector Control District for a two-year term.
- d. By motion, adopt a resolution entitled; **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS DECLARING PUBLIC NUISANCES.**
- e. i. By motion, adopt a resolution entitled; **A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-CORONAVIRUS RESPONSE ROUND 2 (CDBG-CV2) AND CORONAVIRUS RESPONSE ROUND 3 (DDBG-CV3) NOTICE OF FUNDS AVAILABLE (NOFA) DATED DECEMBER 18, 2020.**
 - ii. By motion, approve the Memorandum of Understanding between the City of Willows and the County of Glenn.

7. COUNCIL/ STAFF REPORTS/COMMENTS

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

8. CLOSED SESSION

- a. **PUBLIC COMMENT:** Pursuant to Government Code Section §54954.3, the public will have an opportunity to directly address the legislative body on the item below prior to the Council convening into closed session. Public Comments are generally restricted to three minutes.
- b. **CONFERENCE WITH LEGAL COUNCIL-EXISTING LITIGATION**
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Gov. Code Section (§54956.9)
Number of Cases: 1
Case Number: FPPC COM-04152021-00870

c. CONFERENCE WITH LABOR NEGOTIATORS (\$54957.6)

Agency designated representatives:

David Ritchie: City Attorney

Interim City Manager: Wayne Peabody

Employee Organization: United Public Employees of California,
Local 792 (LIUNA / AFL-CIO) (Willows Fire Bargaining Unit)

9. ADJOURNMENT

This agenda was posted on April 22, 2021



Tara Rustenhoven, City Clerk

A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall or the Willows Public Library at 201 North Lassen Street in Willows or on the City's website at

www.cityofwillows.org.

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

The City of Willows is an Equal Opportunity Provider



CONSENT AGENDA



PERIOD

04/13/2021 TO 04/27/2021

Payroll Direct Deposit Z44837 TO Z44861

General Checking 38867 TO 38872

Check Register 051082 TO 051114

APPROVAL DATE 04/27/2021

APPROVED _____

Vendor Check Register Print

Number	Date	Vendor/Organization	Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid	
38867	04/13/21	EDD01 EMPLOYMENT DEVELOP.DEPT.	C10412	04/12/21	STATE INCOME TAX	04-21	596.91		
38867	04/13/21	EDD01 EMPLOYMENT DEVELOP.DEPT.	C10413	04/13/21	STATE INCOME TAX	04-21	.00		
38867	04/13/21	EDD01 EMPLOYMENT DEVELOP.DEPT.	1C10412	04/12/21	SUI	04-21	.00		
38867	04/13/21	EDD01 EMPLOYMENT DEVELOP.DEPT.	1C10413	04/13/21	SUI	04-21	.00		
38867	04/13/21	EDD01 EMPLOYMENT DEVELOP.DEPT.	2C10412	04/12/21	STATE INCOME TAX	04-21	641.15		
38867	04/13/21	EDD01 EMPLOYMENT DEVELOP.DEPT.	3C10412	04/12/21	SUI	04-21	.00		
38868	04/13/21	EDD02 EMPLOYMENT DEVELOPMENT DEP	C10412	04/12/21	SDI	04-21	342.85	1238.06	
38868	04/13/21	EDD02 EMPLOYMENT DEVELOPMENT DEP	C10413	04/13/21	SDI	04-21	2.26		
38868	04/13/21	EDD02 EMPLOYMENT DEVELOPMENT DEP	1C10412	04/12/21	SDI	04-21	116.57	461.68	
38869	04/13/21	ICM01 ICMA RETIREMENT TRUST 457	C10412	04/12/21	DEFERRED COMP - ICMA	04-21	461.11	461.11	
38870	04/13/21	NAT00 NATIONWIDE RETIREMENT SOLU	C10412	04/12/21	USCM DEF. COMP.	04-21	784.92	784.92	
38871	04/13/21	PER01 P.E.R.S.	C10412	04/12/21	PERS PAYROLL REMITTANCE	04-21	5191.26		
38871	04/13/21	PER01 P.E.R.S.	C10413	04/13/21	PERS PAYROLL REMITTANCE	04-21	.00		
38871	04/13/21	PER01 P.E.R.S.	1C10412	04/12/21	PERS PAYROLL REMITTANCE	04-21	.00	5191.26	
38872	04/13/21	UMP01 UMPQUA BANK - MYTAXPAYER	C10412	04/12/21	FEDERAL INCOME TAX	04-21	1940.80		
38872	04/13/21	UMP01 UMPQUA BANK - MYTAXPAYER	C10413	04/13/21	FEDERAL INCOME TAX	04-21	.00		
38872	04/13/21	UMP01 UMPQUA BANK - MYTAXPAYER	1C10412	04/12/21	FICA	04-21	3542.64		
38872	04/13/21	UMP01 UMPQUA BANK - MYTAXPAYER	1C10413	04/13/21	FICA	04-21	23.34		
38872	04/13/21	UMP01 UMPQUA BANK - MYTAXPAYER	2C10412	04/12/21	MEDICARE	04-21	828.48		
38872	04/13/21	UMP01 UMPQUA BANK - MYTAXPAYER	2C10413	04/13/21	MEDICARE	04-21	5.46		
38872	04/13/21	UMP01 UMPQUA BANK - MYTAXPAYER	3C10412	04/12/21	FEDERAL INCOME TAX	04-21	2137.15		
38872	04/13/21	UMP01 UMPQUA BANK - MYTAXPAYER	4C10412	04/12/21	FICA	04-21	1204.58		
38872	04/13/21	UMP01 UMPQUA BANK - MYTAXPAYER	5C10412	04/12/21	MEDICARE	04-21	281.72	9964.17	
TOTAL DISBURSED...								18101.20	18101.20

Invoice No	Description	Invoice Date	Actual Period	Discount		Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal Tm	G/L	Account No			
Check #: 051082 Check Date.: 04/15/21 Vendor I.D.: AME02 (AMERIPRIDE UNIFORM SVCS.)								
110252107-	CLEANING UNIFORMS FOR PUBLIC WORKS	04/06/21	04-21			94.54	.00	94.54
		04/15/21	10-21					
Check #: 051083 Check Date.: 04/15/21 Vendor I.D.: BAR01 (BARCELOUX BROTHERS AUTO)								
598948-	RADIATOR CAP	03/31/21	04-21	A		6.64	.00	6.64
		04/15/21	10-21					
599476-	HOSE CON & TUBING	04/06/21	04-21	A		9.61	.00	9.61
		04/15/21	10-21					
		** Vendor's Subtotal ----->				16.25	.00	16.25
Check #: 051084 Check Date.: 04/15/21 Vendor I.D.: CAL01 (CALIFORNIA WATER SERVICE CO.)								
C10413-	MONTHLY BILL FOR ACCOUNT ENDING 6442	04/07/21	04-21	A		85.41	.00	85.41
		04/15/21	10-21					
Check #: 051085 Check Date.: 04/15/21 Vendor I.D.: CAL61 (CAL FIRE)								
1356133-	SCH-A FY 2020 QUARTER 4	04/06/21	04-21			13498.45	.00	13498.45
		04/15/21	10-21					
Check #: 051086 Check Date.: 04/15/21 Vendor I.D.: COL08 (COLE HUBER LLP)								
36626-	LEGAL ADVICE- NUISANCE ABATEMENT	03/18/21	04-21			1209.50	.00	1209.50
		04/15/21	10-21					
36998-	GENERAL COUNSEL SERVICES	03/31/21	04-21			10855.14	.00	10855.14
		04/15/21	10-21					
36999-	ADVICE COUNSEL- FIANCE POLICY REVISION	03/31/21	04-21			8347.50	.00	8347.50
		04/15/21	10-21					
37000-	FINANCE REVIEW AND OVERSIGHT SERVICES	03/31/21	04-21			37936.03	.00	37936.03
		04/15/21	10-21					
37001-	650 N BUTTE ST- ABATEMENT/REC	03/31/21	04-21			1466.51	.00	1466.51
		04/15/21	10-21					
37002-	141 N. CRAWFORD- ABATEMENT/REC	03/31/21	04-21			1515.00	.00	1515.00
		04/15/21	10-21					
37035-	LEGAL ADVICE- NUISANCE ABATEMENT	04/09/21	04-21			2301.00	.00	2301.00
		04/15/21	10-21					
37036-	GENERAL COUNSEL SERVICES	04/09/21	04-21			30097.82	.00	30097.82
		04/15/21	10-21					
37037-	ADVICE COUNSEL- FINANCE POLICY REVISIONS	04/09/21	04-21			10912.50	.00	10912.50
		04/15/21	10-21					
37038-	650 N BUTTE - ABATEMENT/ RECEIVERSHIP	04/09/21	04-21			3059.51	.00	3059.51
		04/15/21	10-21					
37039-	141 N CRAWFORD- ABATEMENT/RECEIVERSHIP	04/09/21	04-21			3835.00	.00	3835.00
		04/15/21	10-21					
		** Vendor's Subtotal ----->				111535.51	.00	111535.51
Check #: 051087 Check Date.: 04/15/21 Vendor I.D.: COM16 (COMCAST CABLE)								
C10413-	MONTHLY CHARGES FOR ACCOUNT ENDING 5941	04/13/21	04-21			145.94	.00	145.94
		04/15/21	10-21					
Check #: 051088 Check Date.: 04/15/21 Vendor I.D.: COR02 (CORBIN WILLITS SYSTEMS)								
000C10331-	Cont.Serv. Finance	03/31/21	04-21	A		500.00	.00	500.00
		04/15/21	10-21					
Check #: 051089 Check Date.: 04/15/21 Vendor I.D.: FP000 (FRANCOTYP-POSTALIA, INC.)								
104846048-	POSTBASE	04/02/21	04-21			83.66	.00	83.66
		04/15/21	10-21					
Check #: 051090 Check Date.: 04/15/21 Vendor I.D.: GAN01 (GANDY-STALEY OIL CO.)								
136751-	SUP AWH068 FOR #10 JET VAC	04/02/21	04-21	A		42.79	.00	42.79
		04/15/21	10-21					
197131-	REGULAR UNLEADED GASOLINE FOR PW	03/05/21	04-21	A		671.23	.00	671.23
		04/15/21	10-21					
197132-	DIESEL FOR PW	03/05/21	04-21	A		800.50	.00	800.50
		04/15/21	10-21					
		** Vendor's Subtotal ----->				1514.52	.00	1514.52

Invoice No	Description	Check #.	Check Date.	Invoice		Tm	G/L	Discount Account No	Gross Amount	Discount Amount	Net Amount	
				Due Date	Fiscal Period							
Vendor I.D.: HIN02 (HINDERLITER DELLAMAS & ASSOCIATES)												
SIN007324-	CONTRACT SERVICE	051091	04/15/21	03/22/21	04-21				1050.00	.00	1050.00	
				04/15/21	10-21							
Vendor I.D.: ITF01 (INDUSTRIAL TRUCK & FARM)												
567240-	SPRAY GUN	051092	04/15/21	04/01/21	04-21	A			11.94	.00	11.94	
				04/15/21	10-21							
Vendor I.D.: KNI03 (KNIFE RIVER CONSTRUCTION)												
247434-	WET PATCH AND ENVIRONMENTAL FEE	051093	04/15/21	03/22/21	04-21				144.36	.00	144.36	
				04/15/21	10-21							
Vendor I.D.: MAT01 (MATSON & ISOM TECHNOLOGY CONSULTING INC)												
78607-	BACK UP 190 SERVICE	051094	04/15/21	04/09/21	04-21				100.00	.00	100.00	
				04/15/21	10-21							
78631-	MEMBER SUBSCRIPTION			04/09/21	04-21				2311.00	.00	2311.00	
				04/15/21	10-21							
78678-	WEBSITE SECURITY PATCH			04/09/21	04-21				468.00	.00	468.00	
				04/15/21	10-21							
									** Vendor's Subtotal ----->	2879.00	.00	2879.00
Vendor I.D.: MJB01 (MJB WELDING SUPPLY, INC.)												
1336335-	CYLINDER RENTAL	051095	04/15/21	03/31/21	04-21	A			38.00	.00	38.00	
				04/15/21	10-21							
Vendor I.D.: NCC01 (NCCSIF)												
2369-	Workers Comp.	051096	04/15/21	04/01/21	04-21	A			17640.00	.00	17640.00	
				04/15/21	10-21							
Vendor I.D.: SON01 (SONGBIRD LANDSCAPE SUPPLY)												
C10413-	SMALL FIR BARK	051097	04/15/21	04/08/21	04-21				212.36	.00	212.36	
				04/15/21	10-21							
Vendor I.D.: SUC01 (SUCCESS PRINTING)												
6500-	WEED ABATEMENT CARDS	051098	04/15/21	04/12/21	04-21				455.81	.00	455.81	
				04/15/21	10-21							
Vendor I.D.: VER02 (VERIZON WIRELESS)												
987638925-	Telephone Exp.	051099	04/15/21	04/13/21	04-21				107.02	.00	107.02	
				04/15/21	10-21							
Vendor I.D.: WILHD (WILLOWS HARDWARE, INC.)												
249241-	BOLT, WRENCH & ZIP TIES	051100	04/15/21	04/14/21	04-21	A			40.25	.00	40.25	
				04/15/21	10-21							
Vendor I.D.: WILHI (WILLOWS ACE HARDWARE)												
066624-	WEED & FEED	051101	04/15/21	03/31/21	04-21				63.27	.00	63.27	
				04/15/21	10-21							
									** Total Checks Paid ----->	150116.29	.00	150116.29

Invoice No	Description	Invoice Date	Actual Period	Tm	Discount G/L Account No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal					
Check #: 051102 Check Date.: 04/22/21 Vendor I.D.: AME02 (AMERIPRIDE UNIFORM SVCS.)								
110252467-	CLEANING UNIFORMS	04/13/21 04/22/21	04-21 10-21			94.54	.00	94.54
Check #: 051103 Check Date.: 04/22/21 Vendor I.D.: BAK06 (BAKER & TAYLOR BOOKS)								
203588127-	New Print Mat. Library	04/02/21 04/22/21	04-21 10-21			147.25	.00	147.25
Check #: 051104 Check Date.: 04/22/21 Vendor I.D.: BAR01 (BARCELOUX BROTHERS AUTO)								
600208-	AIR FILTER	04/14/21 04/22/21	04-21 10-21	A		9.53	.00	9.53
600271-	SPARK PLUG- CONVENTIONAL	04/14/21 04/22/21	04-21 10-21	A		10.47	.00	10.47
600303-	ACCESSORY	04/15/21 04/22/21	04-21 10-21	A		7.20	.00	7.20
600338-	OIL FILTER AND GASKET	04/15/21 04/22/21	04-21 10-21	A		8.13	.00	8.13
** Vendor's Subtotal ----->						35.33	.00	35.33
Check #: 051105 Check Date.: 04/22/21 Vendor I.D.: CAL01 (CALIFORNIA WATER SERVICE CO.)								
C10422-	Water & Sewer	04/12/21 04/22/21	04-21 10-21	A		2956.95	.00	2956.95
Check #: 051106 Check Date.: 04/22/21 Vendor I.D.: COU00 (COUNTY OF GLENN - AIR POLLUTION CONTROL)								
4015588-	BURN PERMIT - TOTAL ACRES: 10.9	04/09/21 04/22/21	04-21 10-21			15.00	.00	15.00
Check #: 051107 Check Date.: 04/22/21 Vendor I.D.: OFF05 (OFFICE DEPOT, INC.)								
168211613-	OFFICE SUPPLIES	04/13/21 04/22/21	04-21 10-21	A		138.71	.00	138.71
Check #: 051108 Check Date.: 04/22/21 Vendor I.D.: RGS01 (REGIONAL GOVERNMENT SERVICES)								
11969-	CONTRACT SERVICES FOR MARCH- RECRUITMENT	03/31/21 04/22/21	04-21 10-21			624.29	.00	624.29
11970-	CONTRACT SERVICES- RECRUITMENT CSD	03/31/21 04/22/21	04-21 10-21			593.25	.00	593.25
12000-	REIMBURSABLE EXPENSES FOR NEOGOV POSTING	03/31/21 04/22/21	04-21 10-21			950.00	.00	950.00
** Vendor's Subtotal ----->						2167.54	.00	2167.54
Check #: 051109 Check Date.: 04/22/21 Vendor I.D.: RUM03 (RUMIANO CHEESE COMPANY)								
C10422-	ACTIVITY FUNDS REQUEST #3	04/21/21 04/22/21	04-21 10-21			82713.24	.00	82713.24
Check #: 051110 Check Date.: 04/22/21 Vendor I.D.: SAC08 (SACRAMENTO VALLEY MIRROR)								
C10421-	SUBSCRIPTION 1 YEAR	03/01/20 04/22/21	04-21 10-21	A		81.00	.00	81.00
Check #: 051111 Check Date.: 04/22/21 Vendor I.D.: THR00 (3CORE)								
1214-	CDBG CONTRACT 17-CDBG-12031	03/31/21 04/22/21	04-21 10-21			2500.00	.00	2500.00
Check #: 051112 Check Date.: 04/22/21 Vendor I.D.: TOT00 (TOTAL IMAGING SOLUTIONS, LLC)								
12249-	ST VIEWSCAN III DIGITAL MICROFILM/MICROFICHE	04/09/21 04/22/21	04-21 10-21			435.00	.00	435.00

Invoice No	Description	Invoice	Actual	Discount		Gross	Discount	Net
		Date	Period	G/L	Account No			
		Due Date	Fiscal	Tm				
Check #: 051113		Check Date.: 04/22/21		Vendor I.D.: WILHD (WILLOWS HARDWARE, INC.)				
252658-	SPRINKLER	04/09/21	04-21	A		10.71	.00	10.71
		04/22/21	10-21					
254285-	1/2 TXT COUPLING PVC, ECT.	04/15/21	04-21	A		19.96	.00	19.96
		04/22/21	10-21					
** Vendor's Subtotal ----->						30.67	.00	30.67
Check #: 051114		Check Date.: 04/22/21		Vendor I.D.: WILHI (WILLOWS ACE HARDWARE)				
067259-	ANCHOR & SIDEWINDER KNIFE	04/15/21	04-21			36.45	.00	36.45
		04/22/21	10-21					
** Total Checks Paid ----->						91351.68	.00	91351.68



Consent Agenda: Item 5b

**ACTION MINUTES OF THE WILLOWS CITY COUNCIL
SPECIAL MEETING HELD APRIL 13, 2021**

Meeting audio is available at the City of Willows website. This is not a live feature. Audio recordings are posted the succeeding business day following the scheduled City Council Meeting.

Please visit www.cityofwillows.org for free PodBean recordings.

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

3. Roll Call:

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

Council Members Absent: Council Member Warren

Staff Present: Interim City Manager Wayne Peabody, City Attorney David Ritchie, Community Services Director Royce Cunningham and City Clerk Tara Rustenhoven

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

5. Regular Business/Items Requiring Council Action:

a. By motion, consideration to adopt a resolution entitled; **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING A GENERAL FUND RESERVE POLICY.**

Action:

Motion: Vice Mayor Hansen /Second: Council Member Williams

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

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

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

NOES:

ABSENT: Warren

ABSTAIN:

b. By motion, consideration to adopt a resolution entitled; **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, STATE OF CALIFORNIA, APPROVING THE FORM AND AUTHORIZING DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE, ALL IN CONNECTION WITH THE OFFERING AND SALE OF TAXABLE PENSION OBLIGATION BONDS, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO.**

Action:

Motion: Vice Mayor Hansen/Second: Council Member Flesher

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

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

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

NOES:

ABSENT: Warren

ABSTAIN:

11. Adjournment:

The Meeting was adjourned at 7:47 p.m.

Dated: April 14, 2021

Tara Rustenhoven, City Clerk

DRAFT



ACTION MINUTES OF THE WILLOWS CITY COUNCIL REGULAR MEETING HELD APRIL 13, 2021

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

3. Roll Call:

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

Council Members Absent: Warren

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

4. Public Comment/ Written Communications: Written Communication from Forrest Sprague regarding the audit of the sewer fund.

5. Consent Agenda:

- a. Approval of general checking, payroll & direct deposit check registers Z44809-Z44836, 38856-38866, 051002-051081.
- b. Approval of minutes of the Regular City Council Meeting held on March 23, 2021.

Action:

Motion: Vice Mayor Hansen/Second: Council Member Flesher

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

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

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

NOES:

ABSENT: Warren

ABSTAIN:

Mayor Domenighini went to the Special Meeting.

6. Regular Business:

a. By motion, adopt a resolution entitled; **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, STATE OF CALIFORNIA, ESTABLISHING A ONE-YEAR PILOT SIDEWALK REPAIR PROGRAM AND ALLOCATING ONE-TIME FUNDING IN THE AMOUNT OF \$20,000 FROM GAS TAX, SB-1, GENERAL FUND, OR OTHER DISCRETIONARY FUNDING SOURCES.**

No action was taken on the above Resolution. Council gave staff direction.

b. By motion, adopt a resolution entitled; **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, STATE OF CALIFORNIA, DECLARING CERTAIN PUBLIC WORKS PROPERTY TO BE SURPLUS AND AUTHORIZING THE SALE OR DISPOSAL OF SAME PURSUANT TO THE WILLOWS MUNICIPAL CODE.**

Action:

Motion: Council Member Williams/Second: Council Member Flesher

*Moved to adopt a resolution entitled; **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, STATE OF CALIFORNIA, DECLARING CERTAIN PUBLIC WORKS PROPERTY TO BE SURPLUS AND AUTHORIZING THE SALE OR DISPOSAL OF SAME PURSUANT TO THE WILLOWS MUNICIPAL CODE.***

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

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

NOES:

ABSENT: Warren

ABSTAIN:

7. Council/Staff Reports/Comments:

a. Staff Reports/Comments:

- City Attorney gave an update on the Sewer Fund Audit with the State Controllers Office.
- Due to multiple complaints, the Sheriff's Office is going to increase patrol in certain areas around town.
- Parks are getting busy. We are happy to have a part-time employee back in the Rec Department.
- There have been some complaints about some of the parks. We just want to remind everyone that the parks get water from the canal. The water is starting to come back up and we will be able to get the parks to looking green again.
- Weed abatement will be coming soon.

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

8. Closed Session:

a. PUBLIC COMMENT: Pursuant to Government Code Section §54954.3, the public will have an opportunity to directly address the legislative body on the item below prior to the Council convening into closed session. Public Comments are generally restricted to three minutes.

b. PUBLIC EMPLOYEE APPOINTMENT (CA Gov. Code § 54957) Title: City Manager, Finance Manager, Community Services Director

c. CONFERENCE WITH LEGAL COUNCIL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Gov. Code Section §54956.9:

Number of Cases: 3

Council recessed into closed session at 8:55 p.m.

Council reconvened into open session at 9:58 p.m.

Announcement of any action taken in closed session:

Mayor Domenighini reported no reportable action. Direction was given to staff.

9. Adjournment:

The Meeting was adjourned at 9:59 p.m.

Dated: April 15, 2021

Tara Rustenhoven, City Clerk

Forrest J. Sprague

March 31, 2021



To the Willows City Council

Dear Mayor Domenighini and Council Members:

Over the past two years, I have provided all of the *incumbent* members on the City Council letters citing Proposition 218 language that placed restrictions upon expenditures from the Sewer Fund. I also provided you several examples of the misuse of the Fund. My purpose was to protect the sewer ratepayers by exposing data that has been hidden from them, and apparently from some of you, for several years.

To date, neither of the two City Attorneys, nor city staff nor any Council member has offered evidence that disputes or otherwise neutralizes my claims. However, shortly before his abrupt resignation, the former Administrative Services Director publically acknowledged the misuse of the sewer fund revenue to pay members of the police department.

In July 2020, I sent you a letter that asked that certain charges to the Fund be justified by city staff. Even though the early August Council meeting was closed to the public, that letter was not read into the public record because City Attorney David G. Ritchie misrepresented the true purpose of the Brown Act. That July 28, 2020 letter is enclosed for your review.

Ahead of the last City Council meeting, I gave you a letter that asked staff to clarify the supposed “decrease” in revenue to the Fund. I explained that staff’s claim was simply illogical for several reasons. But it appears that letter was also ignored, as well.

During your February 9, 2021 meeting at the behest of Councilman Williams, there was a discussion about asking the State to audit the Sewer Enterprise Fund. At that time, the possible expense to the City for such an audit seemed to cause the Council’s indecision. Below I will explain how that cost can be avoided altogether.

At one point during the meeting, the City Attorney recommended that an audit should not to go back any further than a year. His concern is quite obvious. The evidence that confirms years, or possibly decades of misuse of the Fund is stacked against the City. Mr. Ritchie must know that he can’t defend the indefensible.

In his opposition to an audit, Councilman Hansen claimed that the City is the “most transparent” of all the cities that he knows. If he is so positive that all the expenditures charged to the Fund were legal, then he should welcome an audit. He should agree to an audit, if for no other reason, to exonerate those suspected of wrong doing—*especially if that audit can be done at **no cost** to the City!*

His hostility to any scrutiny of the Fund’s records is truly transparent. Obviously he must also know that the City has no defense apart from stonewalling the suggestion of an audit.

In my February 18, 2021, letter I provided you information about State agencies such as the State Controller’s Office and the Office of the State Auditor that do perform audits of local governments. My intent was to help the Council restore your *public’s trust* and encourage you to resolve this matter the right way and to hold the City’s fiduciary agents accountable.

That letter also advised the Council that I have studied the matter at great length and am very willing to divulge the years of data that I have collected to whomever the City selects for an audit.

Now to the point of today's letter. You will be happy to learn that my petition to the State Controller's Office to intercede into this matter has received a favorable reply from that agency's Audit Manager. He oversees audits of the internal control systems of local governments. In his email response to what I have provided his office so far he says, "The misuse of sewer funds sounds troubling."

He also said that I may inform the Council of my communications with him and that "Our office can review the city's (meaning Willows) internal control system." Moreover, he states that there is NO COST to the City for the State Controller's analysis. Although it's not a prerequisite to their assessment of the records, he said "it could be helpful if the Council is supportive" of the Controller's involvement in the matter.

Therefore I have three formal requests:

First and foremost, please put this item on the Council's agenda for the next meeting for discussion and possible action.

Second, even though it is not a requirement ahead of their review, I would like to be able to notify the Audit Manager that the majority of the City Council supports the State Controller's analysis of the Sewer Fund. Mayor Domenighini, please ask for a roll-call vote on this item.

The Audit Manager has asked for a concise narrative of the City's accounting practices that prompted my initial contact with his office. To expedite the process, I will provide him as much information as possible as a precursor to an in-depth study by the Controller's Office.

Therefore, my third request it that the Council advise the City Attorney to release the public information that I have already requested and to not withhold any more information from me in the future. It is unlawful for him to embargo certain data. If it becomes necessary, I will ask the Controller's office to assist me by requesting any information the City's agents or its staff decides to withhold.

While organizing similar presentations for members of the State Legislature, I followed a fair and balanced process. After looking deeply into the various aspects of a state agency's activities, I provided the management of that agency a draft of the findings for their review and input.

To help the City Council resolve the matter in the best interests of the public, in the near future and before I submit my study of the misuse of public funds to the Controller's Office, I will provide the City a "draft" of my findings. The summation will highlight the City's practices that I recognize as violations of Proposition 218 and other applicable laws.

Afterward, I will give City staff the opportunity to respond to each point raised within the narratives. My objective is that this procedure will help the Council make a fully informed decision for resolving this matter in the best way.

To the Willows City Council
March 31, 2021
Page 3

As an aside, there are several significant points included the ethics guidebooks available from the League of Cities and the Institute for Local Government. Similar statements have been published by the Government Finance Officers Association and variations of these appear within the City's own Municipal Codes:

- Holding a public office **requires holding the public's trust.**
- **Trust is necessary** to increase the confidence of the public.
- **Fiduciary obligation is the obligation and trust imposed by law on officials** of any organization **making them liable for the proper...use and disbursement** of the organization's money, funds and property.
- **A City Council has fiduciary duty** to oversee the City's budget and **monitor all of the City's expenses.**
- The City Council appoints **the City Manager and the City Attorney** to act as fiduciary agents for the City.
- **Public officers and employees must, at all times, be accountable...**

Regardless of Mr. Hansen's public display of contrived indignation, the above and the below statements make your responsibilities very clear. My February 18, 2021, letter to you included a legal opinion of a 2016 California Supreme Court decision that the law applies to everyone with some control over public funds. Again, the Penal Code says,

- **Every officer** charged with the receipt and disbursement of public moneys, who neglects or fails to keep...the same in the manner prescribed by law, is guilty of felony.
- The phrase "**public moneys...**" includes all moneys **all moneys...received or held by... a city...or public agency officers...**
- **Every officer...who, upon demand, fails or refuses to permit the Controller to inspect his...records** pertaining to his office **is guilty of a misdemeanor.**

In closing, I have no idea what the City Attorney has advised any of you in private, behind closed doors. However, I do know that each City Council member, the City Manager and the City Attorney share in their *fiduciary duty* to all of the Sewer District's ratepayers.

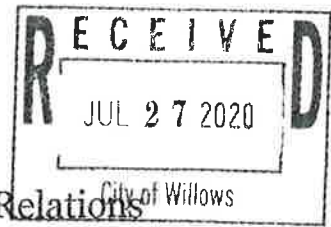
Regards,

FORREST J. SPRAGUE

Forrest J. Sprague

CONSULTANT

Specializing in Land Use and Government Relations



COPY

July 28, 2020

Dear Willows City Council members:

I ask this letter to be read during the Public Comment period for tonight's Council meeting.

Attached is a copy of my recent Request for Public information emailed to the City Attorney, David Ritchie. Included is a spreadsheet that I created to analyze certain expenses paid from the Sewer Fund. That chart recaps many of the charges listed in the Statement of Revenue and Expenditures for the Sewer Fund for the fiscal years from 2011 through 2018.

Last year during one of the Sewer Fund ad hoc committee meetings, I asked the City's Administrative Director Sailsbery several times whether the figures in the proposed budget for the sewer rate increase were based on actual cost to provide the service. His answer was that the proposed budget reflected the "historical costs," but it seemed he purposely avoided using the phrase "actual costs."

Apart from above mentioned sewer fund printouts, I believe that to date, the only accounting figures made available to the public were those listed in the proposed budget. From other records, we now know that the proposed budget was not based on the *actual costs*, as required by law. And now from these Statements of Revenue and Expenditures, it is likely that proposed budget was based *only* on *the* "historic charges" that were incorrectly paid from the Sewer Fund. It is highly doubtful that these expense entries were the actual costs to provide the sewer service.

Some category amounts on the spreadsheet show moderate increases over time, as one might expect. But others spiked suddenly and drastically for no apparent reason. Upon review of the spreadsheet, you'll notice some highly questionable expenditure entries in various categories.

At the end of the attached email to Mr. Ritchie, I refer to a couple of accounts that truly reveal disproportionate increases, which are exceptionally problematic. These figures above all others deserve immediate and honest explanations from Mr. Sailsbery:

- For the PERS accounting: The data states that the total employee wages for 2017 *increased* by just \$7,249 in 2018, or close to 4%. However, the entries for PERS *increased* from \$43,322 in 2017 to nearly \$190,000 in 2018. That was an enormous spike in the PERS category of over \$146,500 in a single year, or around a whopping 438%. This disparity makes absolutely no sense.

Considering the relatively modest increase in employee wages from 2017 to 2018, this more than *fourfold* increase in the amounts listed for PERS must be explained.

- For the Equipment Maintenance accounting: That number jumped from \$16,653 in 2017 to \$116,175 in 2018. That colossal increase of nearly \$100,000 in just one year is nearly 700%. This entry too, should be justified.

Mailing Address: 801 Applewood Way Willows, CA 95988

Ph: 530-514-8700 Email: forsprague@aol.com

Willows City Council
July 28, 2020
Page two

We now know that Mr. Sailsbery will be leaving his position with the City at the end of this week.

Nevertheless, while Mr. Sailsbery is still available, I believe that all of the data I have requested from Mr. Ritchie be immediately accessible. I also suggest that Mr. Sailsbery provide the City Council *and the public*, honest explanations for what appear to be, at the very best, accounting irregularities.

Moreover, during the Sewer Fund ad hoc committee meetings, I suggested that these same categories be looked into more deeply to better understand what appeared to be highly unusual costs. I asked this so the committee might give sound recommendations to the City Council.

In response to my proposal, Interim City Manager Peabody made it abundantly clear to all involved, including two City Council members, that the purpose of the ad hoc committee WAS NOT to give any recommendations. Rather, we were told that our purpose was simply to put forward a percentage of a sewer rate increase that would be "palatable" to the public.

I bring this to your attention to suggest that Mr. Peabody should explain to the City Council, and to the public, whether he was privy to the claimed expenses itemized in the Statements of Revenue and Expenditures of the Sewer Fund. If he was knowledgeable of them, when did he become aware of these charges?

Thank you in advance for your thoughtful consideration of these recommendations.

Respectfully,

COPY

FORREST J. SPRAGUE

C: Mr. David Ritchie



REGULAR BUSINESS

AGENDA ITEM

TO: Honorable Mayor Domenighini and Members of City Council

FROM: John Wanger, City Engineer

SUBJECT: Landscape and Lighting Assessment District – Receive the Preliminary Annual Engineer's Report for FY 2021-2022, adopt the Resolution of Intent to Levy and Collect Assessments and set the times and dates for the Public Information Meeting and the Public Protest hearing.

RECOMMENDATION

Receive the Preliminary Annual Engineer's Report as prepared by Coastland Civil Engineering; adopt the Resolution of Intention to levy and collect assessments; and set the time and date of the required public protest hearing for the City of Willows Landscaping and Lighting Assessment District.

SUMMARY

The Willows Landscaping and Lighting Assessment District (District) was initially formed by the City in 2005 in accordance with the Landscaping and Lighting Act of 1972 (1972 Act). The 1972 Act requires that the City undertake certain proceeding for any fiscal year in which assessments are to be levied and collected. These proceedings are typically accomplished at three separate Council meetings with the following actions:

- 1) Adopt a resolution appointing the Engineer of Work and directing the preparation of the annual Engineer's Report.
- 2) Approve the Preliminary Engineer's Report, declare the City Council's intent to levy and collect assessments and set the date and time for a public hearing.
- 3) Conduct a public hearing and authorize the levying and collection of assessments for the upcoming fiscal year and approve the Annual Engineer's Report.

The first action was completed by the Council on February 9, 2021. The attached Preliminary Engineer's Report and resolution accomplishes the second part of the proceedings for FY 2021-2022.

The attached Preliminary Annual Engineer's Report should be reviewed by the City Council. If there are any desired changes to be made to the report, the Council should direct staff to make those changes and incorporate them into the final report. In brief, the attached report outlines changes and summarizes the costs projected for FY 2021-2022 and provides the proposed overall assessments. Some of the changes include:

- In order to keep up with inflation, the estimated maximum annual assessment, in Zones A, B and C are proposed for increase by the allowable annual CPI (year 2020) of +2.0%. This raises the maximum annual assessment for Zone A to \$529.09, the maximum annual assessment for Zone B to \$7,516.25 and the maximum annual assessment for Zone C to \$72,344.44.
- The actual amount that will be levied and collected during FY 2021-2022 for Zone A will be increased by \$19.54 from FY 2020-2021 to \$129.54 per unit.
- The actual amount that will be levied and collected during FY 2021-2022 for Zone B will be decreased by approximately \$734.36 from FY 2020-2021 to \$1,716.72 per unit.

- The actual amount that will be levied and collected during FY 2021-2022 for Zone C will be decreased approximately \$470.46 from FY 2020-2021 to \$2,968.02 per unit.

The increase in Zone A is primarily due to higher overhead costs. The decrease in Zone B is due to the proposed annexation of a new parcel into the zone. The decrease in Zone C is due to the use of excess reserve funds. The FY 2021-2022 annual assessments from all three zones will provide projected revenue of \$37,701.91.

During FY 2008-09, the Council implemented a minimum reserve balance of 10% to 20%. All the projected reserve balances for all zones at the end of FY 2021-2022 are projected to be within that target range.

The preliminary Engineer's Report is for your information and comment. The final step in the process is to hold a public protest hearing (required by the Streets and Highways Code for this type of an assessment district.) At the public protest hearing, any person within the assessment district can provide comments for the Council's consideration.

The Final Engineer's Report should be approved by the City no later than the end of June of each year so that the information can be transmitted to the County for the inclusion on the tax roles. The County needs to have all information transmitted and correct no later than August 10th of each year.

FINANCIAL CONSIDERATIONS

All costs associated with this assessment district are recovered through the assessments and zone reserves.

NOTIFICATION

None required at this time.

ALTERNATE ACTIONS

None recommended.

RECOMMENDATION

Receive the preliminary Annual Engineer's Report as prepared by Coastland Civil Engineering; adopt the Resolution of Intention to levy and collect assessments; and set the date and time for the required public protest hearing for the City of Willows Landscape and Lighting Assessment District.

Respectfully submitted,

s/s John Wanger

John Wanger
City Engineer

Approved,



Wayne Peabody
Interim City Manager

Attachments: Resolution of Intention to Levy and Collect Assessments
Preliminary Engineer's Report

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

**A RESOLUTION OF INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS,
PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR FY 2021-2022 FOR THE
CITY OF WILLOWS LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
AND SETTING THE TIME AND DATE OF THE PUBLIC HEARING
(PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972)**

WHEREAS, on October 11, 2005, the City Council adopted Resolution #22-2005 authorizing the formation of the City of Willows Landscaping and Lighting Assessment District (Assessment District) to levy and collect assessments pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, the City Council intends to levy and collect assessments within the Assessment District during FY 2021-2022; and

WHEREAS, pursuant to the Landscaping and Lighting Act of 1972, an annual Engineer's Report is required to be prepared and filed outlining estimated costs, methods of spreading costs, a description of properties in the Assessment District and their proposed assessments in order to levy and collect assessments in any following fiscal year; and

WHEREAS, on February 9, 2021, the City Council appointed Coastland Civil Engineering as the Engineer of Work, directing the preparation and filing of the annual FY 2021-2022 Engineer's Report, and describing the potential changes to the Assessment District; and

WHEREAS, the annual operation, maintenance and other incidental costs associated with Zone A of the Assessment District includes landscaping and lighting improvements within the Birch Street Village development; and

WHEREAS, the annual operation, maintenance and other incidental costs associated with Zone B of the Assessment District includes street lighting and traffic signal improvements associated with the Walmart Super Store and McDonald's developments; and

WHEREAS, the annual operation, maintenance and other incidental costs associated with Zone C of the Assessment District includes landscaping, weed abatement and lighting improvements within the South Willows Commercial and Industrial Center development; and

WHEREAS, Coastland Civil Engineering has prepared and filed with the City the Preliminary Engineer's Report for FY 2021-2022 as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, all interested persons are referred to the Engineer's Report for a full and detailed description of the improvements, the proposed operation and maintenance costs, the boundaries of Zones A, B, and C of the Assessment District and the proposed FY 2021-2022 assessments upon assessable lots and parcels of land within the Assessment District; and

WHEREAS, in order to keep up with inflation the FY 2021-2022, it is proposed that the maximum annual assessment for Zone A be increased by the allowable Consumer Price Index (CPI) to \$529.09 per unit; and

WHEREAS, in order to keep up with inflation the FY 2021-2022, it is proposed that the maximum annual assessment for Zone B be increased by the allowable CPI to \$7,516.25 per unit; and

WHEREAS, in order to keep up with inflation the FY 2021-2022, it is proposed that the maximum annual assessment for Zone C be increased by the allowable CPI to \$72,344.44 per unit; and

WHEREAS, the proposed FY 2021-2022 annual assessment to levy and collect for Zone A is \$129.54 per unit; and

WHEREAS, the proposed FY 2021-2022 annual assessment to levy and collect for Zone B is \$1,716.72 per unit; and

WHEREAS, the proposed FY 2021-2022 annual assessment to levy and collect for Zone C is \$2.968.02 per unit.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Willows hereby intends to, levy and collect assessments during FY 2021-2022 and preliminarily approves the filed FY 2021-2022 Engineer's Report with the estimates of the costs and expenses to operate and maintain the said improvements and their incidental expenses; and

BE IT FURTHER RESOLVED that in order to take inflation into account, the City Council approves the annual increase to the estimated maximum assessment in Zones A, B and C, all in accordance with the annual CPI, based on the All Urban Consumers (San Francisco Area) CPI from the U. S. Department of Labor, Bureau of Labor Statistics; and

BE IT FURTHER RESOLVED that the public protest hearing will be held on June 8, 2021, at 7:00 p.m. at City Hall, 201 N. Lassen Street, Willows. At the public protest hearing, the City Council will consider the Engineer's Report and authorization to levy and collect assessments for Fiscal Year 2021-2022; and

BE IT FURTHER RESOLVED that the City Clerk is authorized and directed to give the Notice of Hearing required by the Landscaping and Lighting Act of 1972 for said public protest hearing; and

BE IT FURTHER RESOLVED that this Resolution is adopted pursuant to Sections 22620 et al of the California Streets and Highway Code.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Willows does hereby certified that the foregoing Resolution No. _____-2021 was duly introduced to the City Council of the City of Willows.

PASSED AND ADOPTED by the City Council of the City of Willows this 27th day of April, 2021, by the following vote:

AYES in favor of:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Larry Domenighini, Mayor

Tara Rustenhoven, City Clerk



**ANNUAL ENGINEER'S REPORT
FOR
CITY OF WILLOWS
LANDSCAPING & LIGHTING ASSESSMENT DISTRICT
FY 2021-22**

PRELIMINARY

**City of Willows
County of Glenn
State of California**

April 2021

**Prepared By:
Coastland Civil Engineering, Inc.**

**CITY OF WILLOWS LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
FY 2021-22**

(Pursuant to the Landscaping and Lighting Act of 1972)

The undersigned respectfully submits, as directed by the City Council of the City of Willows on February 9, 2021, the enclosed Engineer's Report on the 27th day of April, 2021.

COASTLAND CIVIL ENGINEERING INC.

By: 
John L. Wanger, RCE 48148, Exp. 3/31/22

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the ____ day of _____, 2021.

By: _____
Tara Rustenhoven, City Clerk, City of Willows
Glenn County, California

I HEREBY CERTIFY that the enclosed Final Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Willows, California, on the ____ day of _____, 2021.

By: _____
Tara Rustenhoven, City Clerk, City of Willows
Glenn County, California

I HEREBY CERTIFY that the enclosed Final Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Glenn on the ____ day of _____, 2021.

By: _____
Tara Rustenhoven, City Clerk, City of Willows
Glenn County, California

**ANNUAL ENGINEER'S REPORT FOR
CITY OF WILLOWS
LANDSCAPING & LIGHTING ASSESSMENT DISTRICT**

(Pursuant to the Landscaping & Lighting Act of 1972)

FY 2021-22

Coastland Civil Engineering, the Engineer of Work for the City of Willows Landscaping & Lighting Assessment District, City of Willows, Glenn County, California, submits this annual Engineer's Report, as directed by the City Council on February 9, 2021, pursuant to Sections 22565 and 22620 of the California Streets & Highways Code.

History of the Assessment District

The City of Willows Landscaping & Lighting Assessment District (Assessment District) was formed in October of 2005 to provide funding for the operation and maintenance of landscaping and streetlights within the public right-of-way for the Birch Street Village development, which has been designated as Zone A. In order to levy and collect assessments each fiscal year, the Landscaping & Lighting Act of 1972 requires the preparation and filing of annual Engineer's Reports. During these annual proceedings, cost estimates are developed for the operation and maintenance of the Assessment District improvements for the upcoming fiscal year. Further, as new subdivisions are created within the Willows city limits, they can be annexed into the Assessment District on an annual basis.

In FY 2012-13, Zone B was created to recover costs associated with the operation and maintenance of streetlights and half the cost of traffic signals within the public right-of-way for the Walmart Super Store on West Wood Street (State Hwy 162).

In FY 2019-2020, Zone C was created to recover operations and maintenance costs associated with the South Willows Commercial and Industrial Center. The procedures required for annexing a parcel into an existing zone will be followed as specified in Section 22605-22613 of the Streets and Highways codes, which requires noticing, a public information meeting and a public hearing.

In FY 2021-22, a new parcel, "McDonald's" is proposed to be annexed into Zone B. This parcel will benefit from the assessment district improvements and, if annexed, will share the operation and maintenance costs.

City of Willows Assessment District Zones and FY 2021-22 Budget

The overall proposed Assessment District budget for FY 2021-22 is \$37,701.91, which is higher than last year (\$33,605.07) due to the additional months of maintenance required for Zone C, whose right-of-way improvements were completed last year. The following sections describe each assessment zone, its proposed budget for FY 2021-22, and any changes from the previous year.

Zone A – Birch Street Village

Zone A was created for the Birch Street Village Subdivision to provide funding for the operation and maintenance of landscaping and lighting, including turf, ground cover, shrubs, trees, plants, irrigation systems, masonry walls, fencing, entryway monuments, street lights and associated appurtenances located within the right-of-way. The location of the improvements are shown in the Assessment Diagram in Part F of this Report.

Annual landscaping expenses may include the repair, removal or replacement of any landscape improvement, damaged irrigation facilities, diseased landscaping, weed and brush clearing, and any other allowable maintenance items per Section 22531 of the California Streets and Highways Code. Annual lighting expenses include utility, maintenance, and replacement costs. Administrative expenditures include the costs of managing the assessment district zone.

The FY 2021-22 Zone A assessment is proposed to be \$129.54 per unit. This is \$19.54 per unit higher than last year. The total proposed Zone A budget for FY 2021-22 is \$4,404.36. This is a 10% increase from the FY 2020-21 budget due to higher overhead costs. It should be noted that the Zone A assessments may need to increase again next year if excess reserves are not available to reduce assessments.

The estimated annual reserve fund balance for Zone A is anticipated to be 19%, within the desired reserve range of 10%-20% at the end of FY 2021-22.

Zone B – Walmart

Zone B provides funding for three street lights on North Airport Road alongside the Walmart development, and two traffic signals with street lights at the intersection of North Airport Road and West Wood Street (Highway 162), as shown on the Zone B Assessment Diagram in Part F of this report.

For FY 2021-22, the McDonald's parcel is proposed to be annexed into Zone B, increasing the number of parcel units in this zone from one to two.

Annual expenses include utility, maintenance, replacement, and administrative expenditures. Replacement costs for street lights and traffic signals will be funded from a 'knockdown fund', as described below under the 'Knockdown Replacement Fund' heading.

The budget for this zone is \$3,433.44. This is an 18% increase from the FY 2020-21 budget due to higher overhead costs. The FY 2021-22 assessment is proposed to be \$1,716.72 per unit, which is \$734.36 per unit lower than last year due to the annexation of an additional parcel into the zone. The maximum knockdown reserve level has been reached, so no funding was needed for that line item. Additional reserves were not available to reduce this year's assessments. If they are not available next year, assessments may need to increase.

The estimated annual reserve fund balance is anticipated to be 16%, within the desired reserve range of 10%-20% at the end of FY 2021-22.

Zone C – South Willows Commercial and Industrial Center

In FY 2019-20, Zone C was created for the South Willows Commercial and Industrial Center development. Zone C covers the costs of landscape, weed abatement, and lighting improvements in the right-of-way or public parcels created as part of the South Willows Commercial and Industrial Center. The assessed improvements for the initial phase of construction included four street lights on Harvest Drive, one street light on S. Tehama Street, landscaped areas on either side of Harvest Drive and weed abatement areas on the north and south side of the development in the detention ponds created for the development. The improvements will benefit six parcels this fiscal year. These improvements are shown on the Zone C Assessment Diagram in Part F of this report.

Full buildout of this area shows further subdivision of the largest parcel which may potentially create a total of 21 buildable parcels and a wetlands area as shown on the approved tentative map for this development. Although the tentative map shows 21 parcels, the final number of parcels is subject to change in the future, as the ultimate lot configurations depend on development.

Annual landscaping expenses may include the repair, removal or replacement of any landscape improvement, damaged irrigation facilities, diseased landscaping, weed and brush clearing, and any other allowable maintenance items per Section 22531 of the California Streets and Highways Code. Annual lighting expenses include utility, maintenance and replacement expenditures. Administrative expenditures include the costs of managing the assessment district zone. Replacement costs for street lights will be funded from a ‘knockdown fund’ and landscape replacement costs will be funded from a ‘landscape replacement fund, both described below.

The FY 2021-22 budget for Zone C is \$29,864.11, based on an anticipated 12 months of maintenance. This is an increase of 10% over the FY 2020-21 budget which was based upon an expected 9 months of maintenance. For FY 2020-21, construction was delayed and the improvements were not completed as scheduled. This delay has allowed excess reserves to be used to reduce the FY 2021-22 assessment by 14%. The assessment for FY 2021-22 is proposed to be \$2,968.02 per unit.

Landscape Replacement Fund – Zone C

While specific budget items, such as utility, repairs, landscaping maintenance and administrative costs are incurred annually, some items, such as new mulch, irrigation and plant replacement will be required at greater intervals. Pursuant to Streets and Highways Code Section 22660, money for any non-annual line items may be collected through annual installments that the City will place in a fund specific for this work. Monies collected for any non-annual landscape maintenance item(s) are shown in Part B, of this report with the designation “Landscape Replacement”.

It is anticipated that funds for new mulch will need to accumulate to \$2,000 and be expended up to once every five years, or as otherwise needed.

It is anticipated that funds for replanting will need to accumulate to \$9,000 and be expended up to once every 10 years, or as otherwise needed.

It is anticipated that funds for irrigation replacement will need to accumulate to \$18,000 and be expended up to once every twenty years, or as otherwise needed.

These accumulation levels will be allowed to increase in the future if the estimated cost of these landscape maintenance items increase. This increase in costs may increase the annual assessment however it will not increase the annual assessment higher than the maximum assessment allowed.

Knockdown Replacement Fund – Zones B and C

While most budget items, such as utility, maintenance and administrative costs are incurred annually, costs for repairing or replacing street lights and signals will be expended only upon damage or destruction of an existing light or signal. Pursuant to Code Section 22660, replacement funds will be collected in Zone B and Zone C in a knockdown fund over the course of five fiscal years through annual installments. Monies collected for this purpose are shown in Part B of this report under the heading “Knockdown Replacement”. The knockdown replacement fund will accumulate to a maximum \$5,000 balance, with the maximum balance allowed to increase in the future if the estimated replacement cost increases. Once this maximum balance is reached, there will be no additional accumulation of funds for that budget item until an expenditure to replace or repair a knocked-down light has occurred, or the estimated replacement cost has increased. Once the knockdown funds are expended, the rebuilding of the fund will start in the following year’s budget and spread over a maximum of five years.

Cost Index Information – All Zones

In order to take inflation into account and to recognize noticing/voting requirements for increasing the assessments, this Assessment District includes an allowance for an annual increase to the estimated Maximum Annual Assessments in accordance with the annual Consumer Price Index (CPI). The annual CPI is based on the All Urban Consumers (San Francisco Area) CPI from the U.S. Department of Labor, Bureau of Labor Statistics. All new zones to be annexed into this district are also to include an allowance for an annual increase to the Maximum Annual Assessments in accordance with the same CPI.

For FY 2021-22, the maximum annual assessment for Zones A, B and C are proposed to be adjusted up by +2.0% as allowed by the latest annual (2020) CPI.

Proposition 218 and Special Benefits

In 1996, California voters approved Proposition 218 which grants local governments the ability to create assessment districts, and to levy and collect assessments. This law, now a part of the California Constitution (Articles XIII C and XIII D), stipulates that a parcel’s assessment may not exceed the reasonable cost of the proportional special benefit conferred upon that parcel. “Special benefit” is defined as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.

The Annual Engineer’s Report must identify the special benefits conferred upon assessed parcels through the improvements and services funded by the District. The Report must also identify any general benefit conferred upon the public at large by those same improvements and services. The annual costs of said improvements and services must be apportioned between the two. The cost of services attributable to a general benefit may not be assessed.

For the City of Willows, the special benefits and general benefits provided by the various improvements, where furnished through the Assessment Districts, are described below.

Benefits of Landscaping

Landscaping improvements may include turf, mulch, plantings, irrigation systems, masonry walls, fencing, and landscape appurtenances. These landscaping improvements provide the following special benefits to each assessed parcel within the zone:

- Enhanced desirability of properties through association with the landscaping,
- Improved aesthetic appeal of the neighborhood, and
- Improved air quality from additional vegetation.

Each assessed parcel within a zone receives a particular and distinct special benefit from the maintenance of the landscaping within that zone even though the landscaping may not be adjacent to each parcel. Further, although members of the general public may walk or drive through a zone and appreciate the aesthetic appeal of the maintained landscaping, this does not necessarily confer a general benefit to the public at large.

Benefits of Street Lighting

Street lighting provided by the Assessment District must meet adopted City standards for lighting, including spacing requirements. Therefore, each assessed parcel within the zone receives approximately equal and special benefit for:

- Enhanced neighborhood, pedestrian and vehicle safety, and
- Increased neighborhood, pedestrian and vehicle security.

Each assessed parcel within a zone receives a particular and distinct special benefit from the lighting and maintenance thereof within that zone even though the lights may not be adjacent to each parcel.

Although members of the general public may walk or drive through a zone and appreciate the increased safety and security resulting from improved street lighting, this does not necessarily confer a general benefit to the public at large.

Benefits of Enhanced Traffic Control

The maintenance of traffic control improvements may include the utility costs, maintenance and replacement of traffic signals and street lighting. Traffic control often provides a combination of special and general benefits, which may include:

- Enhanced pedestrian and vehicle safety,
- Ease of access/egress, and
- Improved safety of the intersection.

Each assessed parcel within a zone receives a particular and distinct special benefit from the maintenance of the traffic control improvements within that zone even though there may be another access route to that parcel.

The general public may also benefit from improved traffic control, particularly when the improvements are located on highways and major arterial roads that serve many parcels outside of

the assessed zone. The portion of enhanced safety and accessibility resulting from traffic control improvements conferred upon the public must be quantified and separated from the portion of special benefits conferred upon the assessed properties for each zone.

FY 2021-22 Engineer's Report Format

This Engineer's Report consists of the following Parts:

- PART A - Plans and Specifications (Page 10)** - This portion of the Engineer's Report describes any plans and specifications that may be needed for the installation of the improvements. If plans and specifications exist, they are filed with the City Clerk. Although separately bound, the plans and specifications are part of this Engineer's Report and are included in it by reference.
- PART B - Budget Cost Estimates (Page 11)** – Budget cost estimates associated with the operations and maintenance of the described improvements for each Zone are described in Part B of this report. In addition to an overall budget summary for Zone A, Zone B, and Zone C, a detailed FY 2021-22 Budget sheet and a FY 2021-22 Summary of Fund Balance sheet is provided for each Zone.
- PART C - Assessment (Page 18)** – A listing of the annual assessment on each benefited parcel of land in Zone A, Zone B, and Zone C within the Assessment District. The assessment amount is the estimated cost each parcel will contribute during FY 2021-22 towards the operation and maintenance of their respective Zone within the Assessment District, as well as their portion of the 5-year installment payment for the installation of the improvements.
- PART D - Method of Apportionment of Assessment (Page 21)** - A statement of the method used by Engineer of Work to determine the amount proposed to be assessed against each parcel within Zone A, Zone B, and Zone C of the Assessment District. Additionally, this section describes the maximum assessment allowable and any inflationary adjustments.
- PART E - Property Owners List (Page 26)** - Names and addresses of the owners of real property listed within for this Assessment District, as shown on the last equalized assessment roll for taxes. The Assessor Parcel Number (A.P.N.) keys the list into the Assessment Roll of Part C.
- PART F - Assessment Diagrams (Page 29)** – The Assessment Diagrams (maps) showing all of the parcels of real property within Zone A, Zone B, and Zone C of the Assessment District. The assessment number keys the diagram Part C – Assessment Roll.

PART A

PLANS AND SPECIFICATIONS

The Assessment District provides funds for the operation and maintenance of landscaping and street lights located in the public rights-of-way in Zone A and operation, maintenance of street lights and traffic signals in public rights-of-way in Zone B, maintenance of landscaping, weed abatement and street lights located in the public rights-of-way and public parcels in Zone C. Maintenance may include repair, removal or replacement of any landscape improvement, damaged irrigation facilities, diseased landscaping, weed and brush clearing, maintenance or replacement of street lights or traffic signals, landscape plantings and irrigation and any other allowable maintenance items per Section 22531 of the California Streets and Highways Code for the life of the Assessment District. Because the installation of the improvements is funded by this assessment district, the plans and specifications showing the improvements for Zone A are on file at the City offices for the Birch Street Village development. The plans and specifications showing the improvements for Zone B are on file at the City offices for the Walmart Super Store development. The plans and specifications showing the improvements for Assessment District Zone C are on file at the City offices for the South Willows Commercial and Industrial Center development.

PART B
FY 2021-22 Budget Cost Estimates

For FY 2021-22, the total budget summary for Willows Landscaping & Lighting Assessment District is as follows:

	<u>As Filed With the City</u>	<u>As Preliminarily Approved</u>	<u>As Finally Approved At the Public Hearing</u>
Zone A:	\$ 4,404.36		
Zone B:	\$ 3,433.44		
Zone C:	\$ 29,864.11		
Total:	\$ 37,701.91		

Detailed budgets for Zones A, B, and C are provided in this section. Also included is the Summary of Fund Balance sheet for each zone.

CITY OF WILLOWS
Landscaping and Lighting Assessment District
Fiscal Year 2021-22
Zone A - Birch Street Village
Budget

Item	2020-21 Budget	2021-22 Budget
Engineers Report	\$842.50	\$1,247.50
Legal Services	\$100.00	\$100.00
Landscape Maintenance	\$1,400.00	\$1,400.00
Lighting Utilities & Maintenance	\$1,300.00	\$1,300.00
County Assessor Fees (3.5% of Revenue)	\$138.72	\$154.15
Contingency	\$182.13	\$202.71
Total Expenses	\$3,963.35	\$4,404.36
Contribution from Reserves	\$223.35	\$0.00
Total Assessment Costs	\$3,740.00	\$4,404.36
Total Assessment Revenue	\$3,740.00	\$4,404.36
Estimated Number of Units in Zone A	34.0	34.0
Proposed Assessment per Unit for Zone A*	\$110.00	\$129.54

* This is less than the maximum allowed. See Maximum Allowable Assessment Analysis.

**CITY OF WILLOWS
Landscaping and Lighting Assessment District
Fiscal Year 2021-22
Zone A - Birch Street Village
Summary of Fund Balance**

	<u>2021-22</u>
Estimated Starting Reserve Fund on July 1	\$800.00
Estimated Interest Earned	\$16.00
Estimated Revenue	\$4,404.36
Total Estimated Funds Available	\$5,220.36
Total Estimated Expenditures	\$4,404.36
Estimated Ending Reserve Fund on June 30	\$816.00

CITY OF WILLOWS
Landscaping and Lighting Assessment District
Fiscal Year 2021-22
Zone B - Walmart
Budget

Item	2020-21 Budget	2021-22 Budget
Engineers Report	\$561.70	\$920.30
Legal Services	\$100.00	\$100.00
Lighting Utilities & Maintenance	\$1,800.00	\$1,991.70
Knockdown Replacement	\$0.00	\$0.00
County Assessor Fees (3.5% of Revenue)	\$98.21	\$120.17
Contingency	\$246.17	\$301.27
Total Expenses	\$2,806.08	\$3,433.44
Contribution from Reserves	\$355.00	\$0.00
Total Assessment Costs	\$2,451.08	\$3,433.44
Total Assessment Revenue	\$2,451.08	\$3,433.44
Estimated Number of Units in Zone B	1.0	2.0
Proposed Assessment per Unit for Zone B*	\$2,451.08	\$1,716.72

* This is less than the maximum allowed. See Maximum Allowable Assessment Analysis.

**CITY OF WILLOWS
 Landscaping and Lighting Assessment District
 Fiscal Year 2021-22
 Zone B - Walmart
 Summary of Fund Balance**

	<u>2021-22</u>
Est. Starting Annual Reserve Fund on July 1	\$561.00
Est. Starting Knockdown Reserve Fund on July 1	\$5,000.00
Estimated Interest Earned	\$0.00
Estimated Annual Revenue	\$3,433.44
Estimated Knockdown Revenue	\$0.00
Total Estimated Annual Funds Available	\$3,994.44
Total Estimated Knockdown Funds Available	\$5,000.00
Total Estimated Annual Expenditures	\$3,433.44
Total Estimated Knockdown Expenditures	\$0.00
Est. Ending Annual Reserve Fund on June 30	\$561.00
Est. Ending Knockdown Reserve Fund on June 30	\$5,000.00

CITY OF WILLOWS
Landscaping and Lighting Assessment District
Fiscal Year 2021-22
Zone C - S. Willows Commercial and Industrial Center
Budget

Item	2020-21 Budget	2021-22 Budget
	9 months	12 months
Engineers Report	\$4,995.80	\$7,397.20
Legal Services	\$750.00	\$750.00
Weed Abatement	\$11,250.00	\$11,250.00
Landscape Maintenance & Utilities	\$4,272.00	\$4,272.00
Lighting Utilities & Maintenance	\$487.50	\$487.50
Knockdown Replacement Funding	\$750.00	\$750.00
Landscape Replacement Funding	\$1,650.00	\$2,200.00
County Assessor Fees (3.5% of Revenue)	\$764.39	\$786.34
Contingency	\$1,915.95	\$1,971.07
Total Expenses	\$26,835.64	\$29,864.11
Contribution from Reserves	\$7,924.00	\$13,540.00
Total Assessment Costs	\$18,911.64	\$16,324.11
Total Assessment Revenue	\$18,911.64	\$16,324.11
Estimated Number of Units in Zone C	5.5	5.5
Proposed Assessment per Unit for Zone C*	\$3,438.48	\$2,968.02

* This is less than the maximum allowed. See Maximum Allowable Assessment Analysis.

CITY OF WILLOWS
Landscaping and Lighting Assessment District
Fiscal Year 2021-22
Zone C - S. Willows Commercial and Industrial Center
Summary of Fund Balance

	<u>2021-22</u>
Est. Starting Annual Reserve Fund on July 1	\$17,925.45
Est. Starting Knockdown Reserve Fund on July 1	\$1,250.00
Est. Starting Landscape Replacement Reserve Fund on July 1	\$2,750.00
 Estimated Interest Earned	 \$0.00
 Estimated Annual Revenue collected	 \$13,374.11
Estimated Knockdown Replacement Revenue collected	\$750.00
Estimated Landscape Replacement Revenue collected	\$2,200.00
 Total Estimated Funds Available	 \$38,249.56
 Total Estimated Annual Expenditures	 \$26,914.11
Estimated Knockdown Expenditure	\$0.00
Total Estimated Landscape Replacement Expenditures	\$0.00
 Est. Ending Annual Reserve Fund on June 30	 \$4,385.45
Est. Ending Knockdown Reserve Fund on June 30	\$2,000.00
Est. Ending Landscape Replacement Reserve Fund on June 30	\$4,950.00

PART C

FY 2021-22 ASSESSMENT ROLL

The total proposed Assessment District revenues for FY 2021-22 consist entirely of assessments associated with Zones A, B, and C, as follows:

\$ 4,404.36	From Zone A
\$ 3,433.44	From Zone B
\$ 16,324.11	From Zone C

The breakdown of FY 2021-22 annual assessments per parcel is shown in Table 1 of this report. The lines and dimensions of each parcel are shown on the maps in the office of the County Assessor of the County of Glenn.

Table 1
CITY OF WILLOWS
Landscaping and Lighting Assessment District
Fiscal Year 2021-22

Zone A - Birch Street Village

APN	Assessment Diagram Number	Land Use Code	Land Use Type	Units	Assessment Amount	Owner Name	Address	
001-071-009-000	26	R1XX	Single Family	1	\$129.54	Tovar, Bradford & Tovar, Jillian Mc Garr	320 S. Humboldt Ave Willows, CA 95988	
001-071-010-000	27	R1XX	Single Family	1	\$129.54	Nungaray, Jose T A & Arteaga Lorena C J/T	330 S Humboldt Ave, Willows, CA 95988	
001-071-011-000	28	R1XX	Single Family	1	\$129.54	Medina Humberto	340 S Humboldt Ave, Willows, CA 95988	
001-071-012-000	29	R1XX	Single Family	1	\$129.54	Pollock Robert R	350 S Humboldt Ave, Willows, CA 95988	
001-071-013-000	30	R1XX	Single Family	1	\$129.54	Baczowski, Thomas W.	360 S Humboldt Ave, Willows, CA 95988	
001-071-014-000	31	R1XX	Single Family	1	\$129.54	Sexton, Dominick & Kelly Rose	370 S. Humboldt Ave, Willows, CA 95988	
001-071-015-000	32	R1XX	Single Family	1	\$129.54	Towes, Randel & Roberta J/T	380 S. Humboldt Ave, Willows, CA 95988	
001-071-016-000	33	R1XX	Single Family	1	\$129.54	Hernandez J A Palomino & Palomino Hilda	1330 W. Humboldt Ave, Willows, CA 95988	
001-071-017-000	34	R1XX	Single Family	1	\$129.54	Cox, Thomas L Jr. S/S	1320 W. Humboldt Ave, Willows, CA 95988	
001-071-018-000	16	R1XX	Single Family	1	\$129.54	Kumar Priti	199 N Humboldt Ave, Willows, CA 95988	
001-071-019-000	15	R1XX	Single Family	1	\$129.54	Street Amy L & Street Timothy R	451 El Dorado Ave, Willows, CA 95988	
001-071-020-000	14	R1XX	Single Family	1	\$129.54	Thornon, Michael R & Zackery R J/T	461 El Dorado Ave, Willows, CA 95988	
001-071-021-000	17	R1XX	Single Family	1	\$129.54	Femino, Andrea	431 El Dorado Ave, Willows, CA 95988	
001-071-022-000	18	R1XX	Single Family	1	\$129.54	Donnelly, Michael D & Carolyn M	421 El Dorado Ave, Willows, CA 95988	
001-071-023-000	19	R1XX	Single Family	1	\$129.54	Martinez, Ramiro Licea & Licea Yesenia J/T	381 El Dorado Ave, Willows, CA 95988	
001-071-024-000	20	R1XX	Single Family	1	\$129.54	Ngo Cuong Bach & Tra Thuy	371 El Dorado Ave, Willows, CA 95988	
001-071-025-000	21	R1XX	Single Family	1	\$129.54	Thanh Thi TRS	65 Lindauer Lane, Red Bluff, CA 96088	
001-071-026-000	22	R1XX	Single Family	1	\$129.54	Feeney, Kevin J TRS	Tafolla, Guillermo Arias & Arias Ana	351 El Dorado Ave, Willows, CA 95988
001-071-027-000	23	R1XX	Single Family	1	\$129.54	Baker Nicole C	341 El Dorado Ave, Willows, CA 95988	
001-071-028-000	24	R1XX	Single Family	1	\$129.54	L.	331 El Dorado Ave, Willows, CA 95988	
001-071-029-000	25	R1XX	Single Family	1	\$129.54	Clark Janie C TRS	321 El Dorado Ave, Willows, CA 95988	
001-071-030-000	13	R1XX	Single Family	1	\$129.54	Lederer, Eric M	PO Box 1298, Willows, CA 95988	
001-071-031-000	12	R1XX	Single Family	1	\$129.54	Hernandez Jaime & Hernandez Gabriela	320 El Dorado Ave, Willows, CA 95988	
001-071-032-000	11	R1XX	Single Family	1	\$129.54	Barragan, Ruban J.	330 El Dorado Ave, Willows, CA 95988	
001-071-033-000	10	R1XX	Single Family	1	\$129.54	Jaramillo Jose Luis & Jaramillo Brenda	340 El Dorado Ave, Willows, CA 95988	
001-071-034-000	9	R1XX	Single Family	1	\$129.54	Sigala, Yesenia J & Reymundo J/T	350 El Dorado Ave, Willows, CA 95988	
001-071-035-000	8	R1XX	Single Family	1	\$129.54	Hancock, Jacob B & Terri J/t	360 El Dorado Ave, Willows CA 95988	
001-071-036-000	7	R1XX	Single Family	1	\$129.54	Corriea Larry G	475 S Cuiver St, Willows, CA 95988	
001-071-037-000	6	R1XX	Single Family	1	\$129.54	Salas, Crystal A & Sengmany, Rakxat J/T	380 El Dorado Ave, Willows, CA 95988	
001-071-038-000	5	R1XX	Single Family	1	\$129.54	Bobadilla, Pedro D & Raygoza Manisol J/T	410 El Dorado Ave, Willows, CA 95988	
001-071-039-000	4	R1XX	Single Family	1	\$129.54	Gutierrez, Alejandro & Gutierrez Ashley M J/T	420 El Dorado Ave, Willows, CA 95988	
001-071-040-000	3	R1XX	Single Family	1	\$129.54	Drazkowski Tonia & Scott Lindsay B Co Trs	111 S Villa #8 Willows, CA 95988	
001-071-041-000	2	R1XX	Single Family	1	\$129.54	Irwin Dennis L	440 El Dorado Ave, Willows, CA 95988	
001-071-042-000	1	R1XX	Single Family	1	\$129.54	Southam Boyd & Southam Stephanie	450 El Dorado Ave, Willows, CA 95988	
Lot A	Lot A	Null	Easement	0	\$0.00	Null	Null	
			Total	34	\$4,404.36			

Table 1 (continued)

Zone B - Walmart

APN	Assessment Diagram Number	Land Use Code	Land Use Type	Units	Assessment Amount	Owner Name	Address
017-210-050-000	45	CE/ML/PD	Gen. Commercial/ Light Manufacturing/ Planned Development	1	\$1,716.72	McDonalds USA LLC	P.O. Box 182571, Columbus, OH 43218
017-210-052-000	35	CEXX	Commercial Retail Outlet	1	\$1,716.72	Walmart RE Business Trust c/o Walmart Tax Dept #2053	P.O. Box 8050, Bentonville, AR 72712-8050
Total				2	\$3,433.44		

Zone C - S. Willows Commercial and Industrial Center

APN	Assessment Diagram Number	Land Use Code	Land Use Type	Units	Assessment Amount	Owner Name	Address
017-170-034-000	36	GVXX	Governmental Vacant	0	\$0.00	City of Willows	201 North Lassen St, Willows, CA 95988
017-170-037-000	37	GXXX	Governmental Waste	0	\$0.00	City of Willows	201 North Lassen St, Willows, CA 95988
017-170-051-000	38	RVAX	Residential Vacant, Ag	0.5	\$1,484.01	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-001-000	41	RVAX	Residential Vacant, Ag	0	\$0.00	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-002-000	40	RVAX	Residential Vacant, Ag	1	\$2,968.02	Snow Mountain Properties LLC	1629 Co Rd E, Willows CA 95988
017-350-003-000	39	RVAX	Residential Vacant, Ag	1	\$2,968.02	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-004-000	42	RVAX	Residential Vacant, Ag	1	\$2,968.02	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-005-000	43	RVAX	Residential Vacant, Ag	1	\$2,968.02	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-006-000	44	RVAX	Residential Vacant, Ag	1	\$2,968.02	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
Total				5.5	\$16,324.11		

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

This section describes the manner by which the annual assessment has been apportioned (spread) to the assessed parcels within each Zone:

Zone A – Birch Street Village

Zone A includes the maintenance of the landscaping and street lighting located within the right-of-way of Birch Street Village. The parcels within the zone receive a direct and special benefit from the landscaping and street lighting, which include enhanced desirability of properties within the zone, improved aesthetic appeal of the neighborhood, improved air quality, enhanced safety and security for the neighborhood, pedestrians, and vehicles.

Although members of the general public may walk or drive through a zone and appreciate the aesthetic appeal of the maintained landscaping, this does not necessarily confer a general benefit to the public at large and, in any case, is determined to be negligible relative to the special benefits conferred upon the parcels within a particular zone.

Land use codes from the County of Glenn were used to determine the basic use units assigned to each parcel. The following basic use units reflect the relative special benefit accruing to parcels of land within Zone A:

1. Developed parcel	1 unit
2. Vacant, developable parcel	½ unit
3. Undevelopable parcel	0 units

Accordingly, the annual assessment cost per parcel shall be obtained by dividing the total Zone A annual assessment cost by the total number of units within Zone A.

Zone B – Walmart

Zone B includes the maintenance of three street lights on North Airport Boulevard and a portion of a 4-way traffic signal with street lights at the intersection of West Wood Street and North Airport Road. The special and general benefits for each improvement, and the portions thereof, are described below.

Street Lights

The two parcels within Zone B, Walmart and McDonald's, receive direct and special benefits from the street lights on North Airport Boulevard. The special benefits include enhanced safety and security for the neighborhood, pedestrians, and vehicles. Each parcel within the zone receives a particular and distinct special benefit from the lighting and maintenance thereof within that zone even though the lights may not be adjacent to each parcel.

Although members of the general public may walk or drive through a zone and appreciate the increased safety and security resulting from improved street lighting, this does not necessarily confer a general benefit to the public at large and, in any case, is determined to be negligible relative to the special benefits conferred upon the parcels within a particular zone.

Land Use codes as received from the County of Glenn are used to determine the basic use units to be assigned to each parcel. The following basic use units reflect the relative special benefit accruing to parcels of land within Zone B:

1. Developed parcel	1 unit
2. Vacant, developable parcel	½ unit
3. Undevelopable parcel	0 units

Accordingly, the annual assessment cost per parcel shall be obtained by dividing the total Zone B annual assessment cost by the total number of units within Zone B.

Traffic Signal:

The four-way traffic signal system, consisting of four traffic signals, street lighting and controller, was installed at the intersection of West Wood Street and North Airport Road to address traffic congestion resulting from the expanded Walmart Super Store. Prior to the Walmart development, there was no need for a traffic signal at this intersection.

The parcels within Zone B, receive direct and special benefits from the 4-way traffic. These special benefits include enhanced safety and security for the neighborhood, pedestrians, and vehicles, as well as ease of access and egress, and improved safety of the intersection. West Wood Street also carries traffic not associated with Zone B, and therefore the enhanced traffic control also confers a general benefit to the public at large.

The enhanced traffic control provided to north/south traffic on North Airport Road is considered to be a special benefit principally to Zone B as the traffic control in that direction serves their primary entrance to the north. Comparatively, there is very little traffic directed to the south, which serves the local Willows airport, and the general benefit provided in this direction is considered negligible.

The enhanced traffic control provided to east/west traffic along State Highway 162 is considered to provide primarily a general benefit to the public at large.

Therefore, the direct and special benefits provided to Zone B for improved traffic control in the north-south direction is considered to be one-half of the total traffic control benefits. The remaining one-half of the traffic control benefits, conferred on east-west traffic along State Highway 162, is considered a general benefit to the public.

The annual assessment cost for special benefits conferred to Zone B for traffic control shall be one-half of the total costs of providing and maintaining the 4 signals, lights and controller plus associated costs. The remainder of the costs associated with this signal is paid for by Caltrans, as West Wood Street is a State highway. This is indicated on the Assessment Diagram as 2 traffic signals.

Accordingly, the method by which the two Zone B parcels shall be assessed for traffic signal costs is determined by dividing the Zone B traffic signal costs by the total number of parcels within Zone B. The Zone B traffic signal costs include the cost of maintenance and operation of the City's portion of the traffic signal (including lights), half the cost of the controller, and the administrative costs associated with this zone.

A knockdown replacement fund is established for Zone B to cover expenses associated with replacing a streetlight if it is damaged or destroyed by a vehicle. The overall knockdown fund cost

to be accumulated over a 5-year period is \$5,000 (estimated expenses for manpower and equipment for replacing one streetlight). Once a fund balance of \$5,000 is attained, no additional monies shall be collected for this fund until/unless there is the need to replace one of the streetlights. The method to collect this portion of the assessment is the same as streetlights.

Zone C – South Willows Commercial and Industrial Center

Zone C includes weed abatement, and the maintenance of landscaping and street lighting located within the South Willows Commercial and Industrial Center. The parcels within the zone receive a direct and special benefit from the weed abatement, landscaping and street lighting, which include enhanced desirability of properties within the zone, improved aesthetic appeal of the neighborhood, improved air quality, and enhanced safety and security for the neighborhood, pedestrians, and vehicles.

Although members of the general public may walk or drive through a zone and appreciate the increased safety and security resulting from improved street lighting or the aesthetic appeal of the maintained landscaping, this does not necessarily confer a general benefit to the public at large and, in any case, is determined to be negligible relative to the special benefits conferred upon the parcels within a particular zone.

Land Use codes as received from the County of Glenn are used to determine the basic use units to be assigned to each parcel. The following basic use units reflect the relative special benefit accruing to parcels of land within Zone C:

1. Developed parcel	1 unit
2. Vacant, developable parcel	½ unit
3. Undevelopable parcel	0 units

Accordingly, the annual assessment cost per unit shall be obtained by dividing the total Zone C annual assessment cost by the total number of units within Zone C.

A knockdown replacement fund will be established for Zone C to cover expenses associated with replacing a streetlight if it is damaged or destroyed by a vehicle. At this time, the overall knockdown fund cost to be accumulated over a 5-year period is \$5,000 (estimated expenses for manpower and equipment for replacing one streetlight). Once a fund balance of \$5,000 is attained, no additional monies shall be collected for this fund until there is the need to replace one of the streetlights.

The Zone C total knockdown replacement fund to be accumulated over 5 years is \$5,000. This amount, \$5,000, divided by five years equals an annual knockdown replacement cost of \$1,000.

The annual knockdown replacement cost per unit shall be obtained by dividing the Zone C annual knockdown replacement cost (\$1,000) by the total number of units within Zone C (as defined in this section above).

A landscape replacement fund will be established for Zone C to cover expenses associated with long-term landscaping items such as new bark mulch, plants, and replacement of the irrigation system, as needed. The overall landscape replacement fund costs are as follows:

Landscape Replacement Fund Costs

New bark mulch to be replaced every five years:	\$2,000	(\$8,000 over 20 years)
New plants to be replaced over 10 years:	\$9,000	(\$18,000 over 20 years)
Irrigation system replacement every 20 years:	\$18,000	<u>(\$18,000 over 20 years)</u>
		\$44,000 over 20 years

The total landscape replacement fund to be accumulated over 20 years is \$44,000. This amount, \$44,000, divided by twenty years equals an annual landscape replacement fund of \$2,200 for this zone.

The annual landscape replacement cost per unit shall be obtained by dividing the annual landscape replacement fund cost (\$2,200) by the total number of units within Zone C (as defined in this section above).

MAXIMUM ALLOWABLE ASSESSMENT AND INFLATIONARY FACTORS

In 2005, the original Engineer's Report stated that assessments may be adjusted each year to account for inflation of costs and services in accordance with the Bay Area (San Francisco-Oakland-San Jose) Consumer Price Index (CPI) for all urban consumers, or 3%, whichever is greater. An Annual CPI increase has been applied for each year, however it should be noted that, due to the economic climate, from FY 2010-11 through FY 2016-17 and from FY 2020-21 through FY 2021-22, the implemented increase was less than 3%.

The CPI adjustments to the Maximum Allowed Assessment per Parcel from FY 2016-17 through FY 2021-22 are shown as follows:

Maximum Allowable Assessment Analysis								
Assessment Year	Allowed Annual CPI Increase		Zone A Birch Street Village		Zone B Walmart		Zone C S. Willows Commercial & Industrial Center	
	Year	%	Allowed Adjustment Amount	Total Assessment Maximum (per Unit)	Allowed Adjustment Amount	Total Assessment Maximum (per Unit)	Allowed Adjustment Amount	Total Assessment Maximum (per Zone)
FY 2016-17	2015	2.60%	\$11.69	\$461.34	\$166.08	\$6,553.66		
FY 2017-18	2016	3.00%	\$13.84	\$475.18	\$196.61	\$6,750.27		
FY 2018-19	2017	2.90%	\$13.78	\$488.96	\$195.76	\$6,946.03		
FY 2019-20 Zone C original Assessment	2018	3.50%	\$17.11	\$506.07	\$243.11	\$7,189.14		\$69,196.02
FY 2020-21	2019	2.50%	\$12.65	\$518.72	\$179.73	\$7,368.87	\$1,729.90	\$70,925.92
FY 2021-22	2020	2.00%	\$10.37	\$529.09	\$147.38	\$7,516.25	\$1,418.52	\$72,344.44

Actual assessment amounts to be collected do not have to be set at the maximum assessment. Establishing the maximum available assessment each year and keeping up with inflation allows the assessments to be increased to this maximum amount sometime in the future if costs associated with this Assessment District increase (e.g. if in any year there are unanticipated expenditures due to such things as vandalism) and will preclude having to go through electorate approval per California Constitution Article XIII C, Section 2(b).

PART E

FY 2021-22 PROPERTY OWNERS LIST

The names and addresses of each of the property owners as shown on the County of Glenn Assessor's Tax Assessment Roll are shown in Table 2. The names and addresses have been keyed to the special assessment number (the assessor parcel number) as shown in Part C of this Engineer's Report.

Table 2
CITY OF WILLOWS
Landscaping and Lighting Assessment District
Fiscal Year 2021-22
Property Owner's List

APN	Assessment Diagram Number	Owner Name	Mailing Address
001-071-009-000	26	Tovar, Bradford & Tovar, Jillian Mc Garr	320 S. Humboldt Ave Willows, CA 95988
001-071-010-000	27	Nungaray, Jose T A & Arteaga Lorena C J/T	330 S Humboldt Ave, Willows, CA 95988
001-071-011-000	28	Medina Humberto	340 S Humboldt Ave, Willows, CA 95988
001-071-012-000	29	Pollock Robert R	350 S Humboldt Ave, Willows, CA 95988
001-071-013-000	30	Baczkowski, Thomas W.	360 S Humboldt Ave, Willows, CA 95988
001-071-014-000	31	Sexton, Dominick & Kelly Rose	370 S. Humboldt Ave, Willows, CA 95988
001-071-015-000	32	Towes, Randel & Roberta J/T	380 S. Humboldt Ave, Willows, CA 95988
001-071-016-000	33	Hernandez J A Palomino & Palomino Hilda	1330 W. Humboldt Ave, Willows, CA 95988
001-071-017-000	34	Cox, Thomas L Jr. S/S	1320 W. Humboldt Ave, Willows, CA 95988
001-071-018-000	16	Kumar Priti	199 N Humboldt Ave, Willows, CA 95988
001-071-019-000	15	Street Amy L & Street Timothy R	451 El Dorado Ave, Willows, CA 95988
001-071-020-000	14	Thornton, Michael R & Zackery R J/T	461 El Dorado Ave, Willows, CA 95988
001-071-021-000	17	Femino, Andrea	431 El Dorado Ave, Willows, CA 95988
001-071-022-000	18	Donnelly, Michael D & Carolyn M	421 El Dorado Ave, Willows, CA 95988
001-071-023-000	19	Martinez, Ramiro Licea & Licea Yesenia J/T	381 El Dorado Ave, Willows, CA 95988
001-071-024-000	20	Ngo Cuong Bach & Tra Thuy Thanh Thi TRS	371 El Dorado Ave, Willows, CA 95988
001-071-025-000	21	Feeney, Kevin J TRS	65 Lindauer Lane, Red Bluff, CA 96088
001-071-026-000	22	Tafolla, Guillermo Arias & Arias Ana	351 El Dorado Ave, Willows, CA 95988
001-071-027-000	23	Baker Nicole C	341 El Dorado Ave, Willows, CA 95988
001-071-028-000	24	Moiser, Steven M & Moiser, Lisa L.	331 El Dorado Ave, Willows, CA 95988
001-071-029-000	25	Clark Janie C TRS	321 El Dorado Ave, Willows, CA 95988
001-071-030-000	13	Lederer, Eric M	PO Box 1298, Willows, CA 95988
001-071-031-000	12	Hernandez Jaime & Hernandez Gabriela	320 El Dorado Ave, Willows, CA 95988
001-071-032-000	11	Barragan, Ruban J.	330 El Dorado Ave, Willows, CA 95988
001-071-033-000	10	Jaramillo Jose Luis & Jaramillo Brenda	340 El Dorado Ave, Willows, CA 95988
001-071-034-000	9	Sigala, Yesenia J & Reymundo J/T	350 El Dorado Ave, Willows, CA 95988
001-071-035-000	8	Hancock, Jacob B & Terri J/t	360 El Dorado Ave, Willows CA 95988
001-071-036-000	7	Corriea Larry G	475 S Culver St, Willows, CA 95988
001-071-037-000	6	Salas, Crystal A & Sengmany, Rakxat J/T	380 El Dorado Ave, Willows, CA 95988
001-071-038-000	5	Bobadilla, Pedro D & Raygoza Marisol J/T	410 El Dorado Ave, Willows, CA 95988
001-071-039-000	4	Gutierrez, Alejandro & Gutierrez Ashley M J/T	420 El Dorado Ave, Willows, CA 95988
001-071-040-000	3	Drazkowski Tonia & Scott Lindsay B Co Trs	111 S Villa #8 Willows, CA 95988
001-071-041-000	2	Irwin Dennis L	440 El Dorado Ave, Willows, CA 95988
001-071-042-000	1	Southam Boyd & Southam Stephanie	450 El Dorado Ave, Willows, CA 95988
Lot A	Lot A	Null	Null

Table 2 (Continued)

APN	Assessment Diagram Number	Owner Name	Mailing Address
017-170-034-000	36	City of Willows	201 North Lassen St, Willows, CA 95988
017-170-037-000	37	City of Willows	201 North Lassen St, Willows, CA 95988
017-170-051-000	38	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-210-050-000	45	McDonalds USA LLC	P.O. Box 182571, Columbus, OH 43218
017-210-052-000	35	Walmart RE Business Trust c/o Walmart Tax Dept #2053	P.O. Box 8050, Bentonville, AR 72712-8050
017-350-001-000	41	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-002-000	40	Snow Mountain Properties LLC	1629 Co Rd E, Willows CA 95988
017-350-003-000	39	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-004-000	42	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-005-000	43	California Land Invest LLC	316 California Ave #350, Reno, NV 89509
017-350-006-000	44	California Land Invest LLC	316 California Ave #350, Reno, NV 89509

PART F

FY 2021-22 ASSESSMENT DIAGRAM

Attached, you will find Assessment Diagrams (maps) for Zones A, B, and C within the Assessment District. Please note that the lines and dimensions of each parcel, as well as the distinctive assessment number, are shown on the Assessor's Maps for the City of Willows available at the County of Glenn Assessor's Office. The attached pages also provide the reference to the appropriate Assessor Books at the County for the subdivision.

Zone A

All the land lying within the Birch Street Village Subdivision, filed in the Recorder's Office of the County of Glenn in Book 13, Page 64.

Zone B

All the land lying within the Walmart Super Store Development, known at the Assessor's Office of the County of Glenn as Assessor's Parcel Number 017-210-052-000.

All the land lying within the McDonald's parcel, known at the Assessor's Office of the County of Glenn as Assessor's Parcel Number 017-210-050-000.

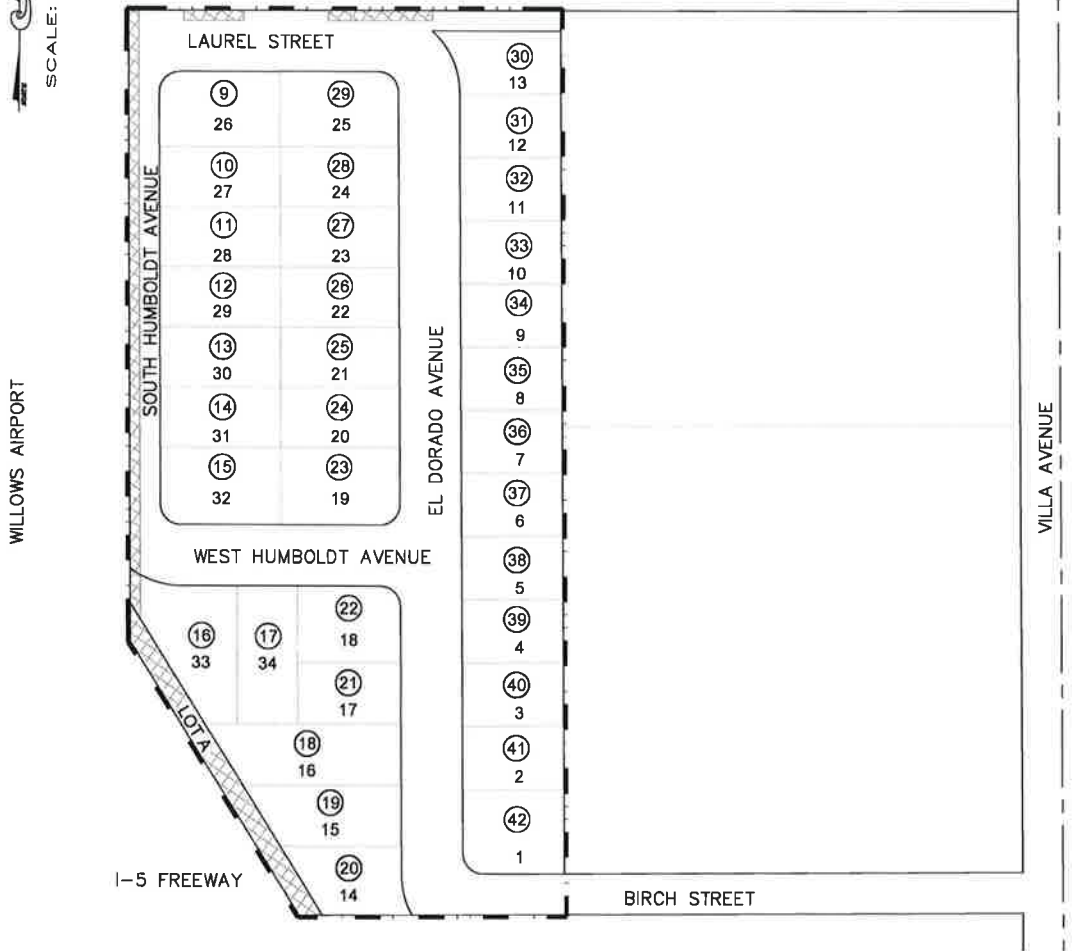
Zone C

All the land lying within the South Willows Commercial and Industrial Center development, known at the Assessor's Office of the County of Glenn as Assessor's Parcel Numbers 017-170-034-000, 017-170-037-000, 017-170-051-000 and 017-350-001-000 through 017-350-006-000.

Images: Loc-map.jpg; Xrefs:
 Path: F:\BMAP-STD\Willows\LA01\2021-22 Assessment Diagrams.dwg; Layout Name: Zone A; Plot Date: Mar 17, 2021 at 08:41 am

SCALE: 1"=180'

APN: BOOK 001, PAGE 07, BLOCK 1.
 THE SPECIFIC LOT NUMBER IS SHOWN IN THE CIRCLE.
 THE ASSESSMENT DIAGRAM NUMBER IS BELOW THE LOT NUMBER.



CITY OF WILLOWS

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

ASSESSMENT DIAGRAM

ZONE A - BIRCH STREET VILLAGE



VICINITY MAP

- Landscape Maintenance Area
- Assessment District Boundary

NOTE:

FOR THE DISTINCTIVE ASSESSMENT NUMBER AND DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL REFER TO THE ASSESSORS MAPS FOR THE CITY OF WILLOWS AVAILABLE AT THE GLENN COUNTY ASSESSORS OFFICE.

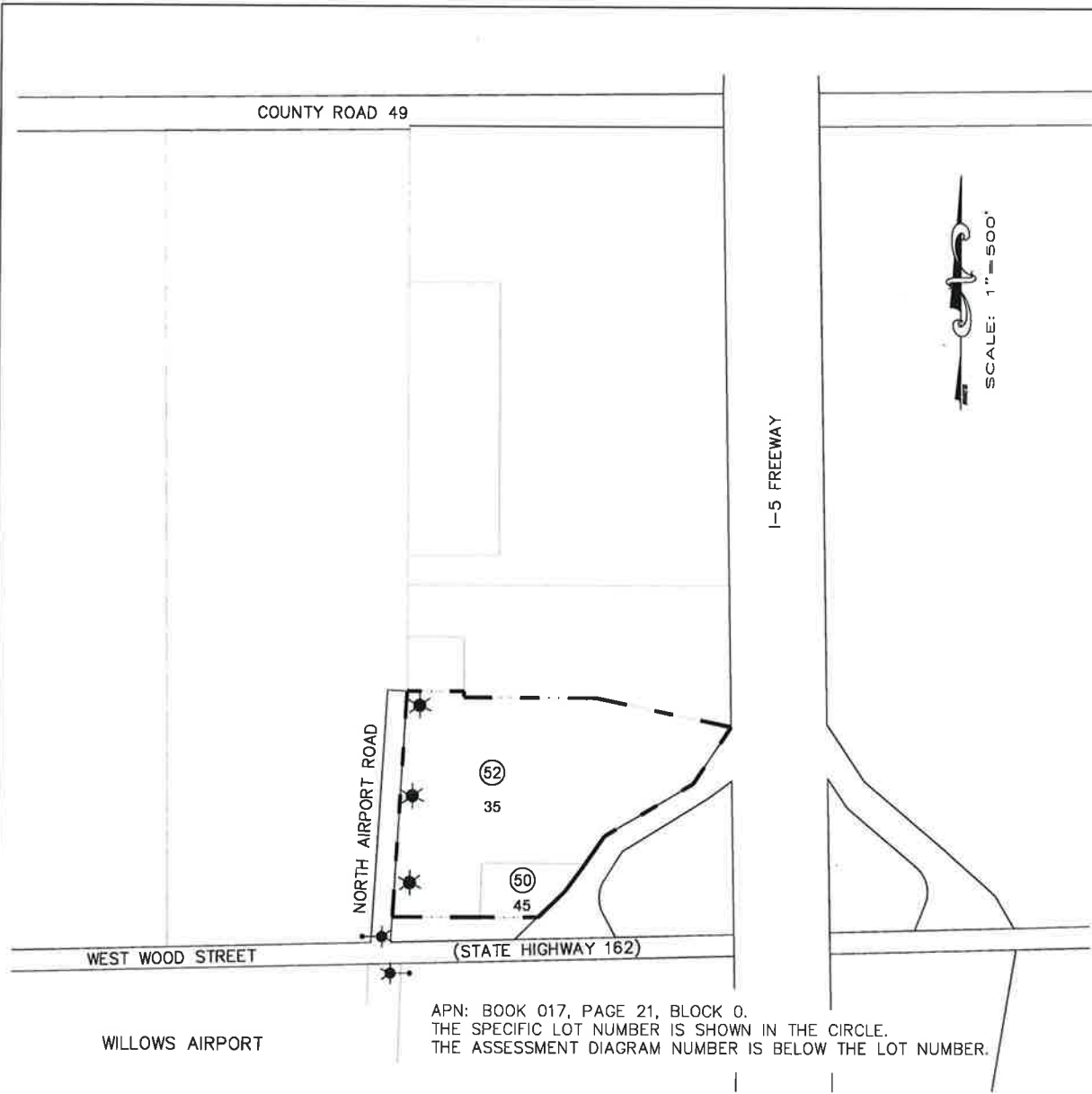


Coastland Civil Engineering, Inc.

1400 Neotomas Avenue, Santa Rosa, CA 95405
 707.571.8005 707.571.8037 Fax

PREPARED FOR
CITY OF WILLOWS
 GLENN COUNTY CALIFORNIA
 2021-2022 FISCAL YEAR

Images: Loc-map.jpg; Xrefs:
Path: F:\BMAP-STD\Willows\11AD\2021-22 Assessment Diagrams.dwg Layout Name: Zone B Plot Date: Mar 17, 2021 at 08:40 am



CITY OF WILLOWS

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

ASSESSMENT DIAGRAM

ZONE B - WALMART



VICINITY MAP

- Zone B traffic signal with street light locations
- Zone B street light locations
- Assessment District Boundary

NOTE:
FOR THE DISTINCTIVE ASSESSMENT NUMBER AND DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL REFER TO THE ASSESSOR'S MAPS FOR THE CITY OF WILLOWS AVAILABLE AT THE GLENN COUNTY ASSESSORS OFFICE.

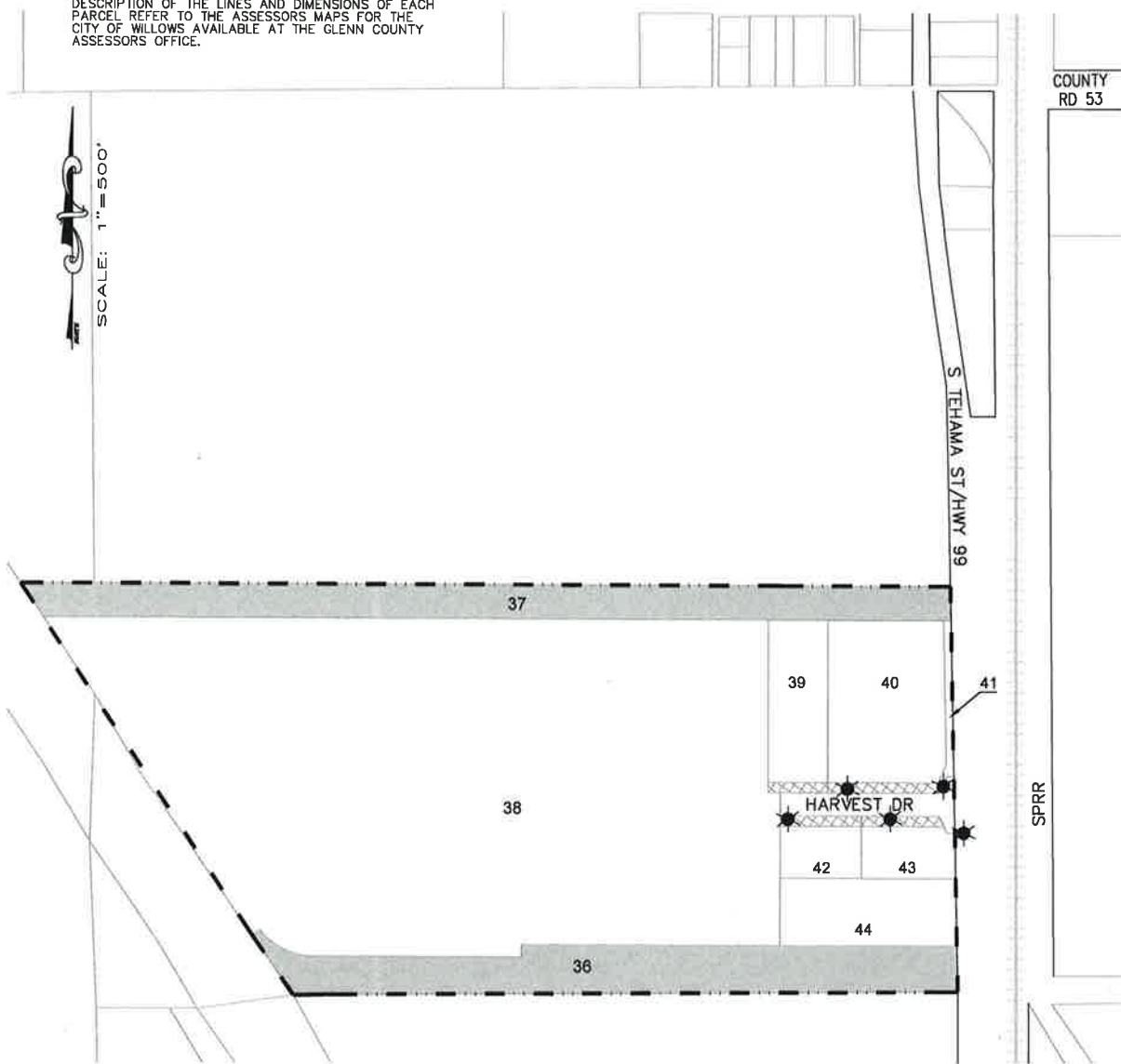
Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005 707.571.8037 Fax

PREPARED FOR
CITY OF WILLOWS
GLENN COUNTY CALIFORNIA
2021-2022 Fiscal Year

NOTE:

FOR THE DISTINCTIVE ASSESSMENT NUMBER AND DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL REFER TO THE ASSESSORS MAPS FOR THE CITY OF WILLOWS AVAILABLE AT THE GLENN COUNTY ASSESSORS OFFICE.

SCALE: 1" = 500'



CITY OF WILLOWS

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

ASSESSMENT DIAGRAM

ZONE C - SOUTH WILLOWS COMMERCIAL AND INDUSTRIAL CENTER



VICINITY MAP

- 38 Assessment Diagram Number. See Table 2 of this report for the corresponding Assessor's Parcel Number.
- ★ Zone C street light locations
- ▨ Landscape Maintenance Area
- Weed Abatement of Detention Ponds
- - - - - Assessment District Boundary

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 GLENN COUNTY CALIFORNIA
 2021-2022 FISCAL YEAR

Images: Loc-map.jpg; Xrefs: Path: F:\BMAP-STD\Willows\LAAD\2021-22 Assessment Diagrams.dwg Layout Name: Zone C Plot Date: Mar 23, 2021 at 02:38 pm



Coastland Civil Engineering, Inc.
 1400 Neotomas Avenue, Santa Rosa, CA 95405
 707.571.8005 707.571.8037 Fax

AGENDA ITEM

TO: Honorable Mayor Domenighini and Members of the City Council

FROM: Royce W. Cunningham, Contract Community Development Services Director

SUBJECT: Sale and Transfer of City of Willows Rule 20A Work Credits to the Town of Los Altos Hills

RECOMMENDATION

That the City Council adopt the attached resolution approving the sale/transfer of City of Willows Rule 20A Work Credits to the Town of Los Altos Hills and authorizing the Interim City Manager to finalize negotiations and execute a Memorandum of Understanding and perform all other tasks required to complete the transaction.

SITUATION (or BACKGROUND):

Rule 20A was enacted by the California Public Utilities Commission (CPUC) in the late 1960s to require California's largest utilities, including PG&E, to allocate a certain number of monetary credits (Rule 20A Work Credits) to cities each year to help fund utility undergrounding projects. The Rule 20A Work Credits are linked to utility revenues through the CPUC's general utility rate case proceedings. The Rule 20A Program was viewed as an environmental initiative, a means for environmental improvement and beautification, by converting utilities from overhead wires to underground systems. Cities typically save up many years of annual Rule 20A Work Credit allocations until the cumulative balance is enough to fund an undergrounding project. Under Rule 20A the planning, design, and construction work is performed by PG&E, and once completed, PG&E is compensated based on the project costs, which are covered using the local agency's Rule 20A Work Credits. The City of Willows has 859,915 Rule 20A Work Credits as of March 1, 2021.

Under current Rule 20A Program rules, cities may transfer, trade, or sell their Rule 20A Work Credits to other cities to assist those cities in completing Rule 20A projects for which they may lack sufficient funding. The City of Willows was contacted by the Town of Los Altos Hills in early March 2021 to explore the purchase of the City of Willows Rule 20A Work Credits. The value of Rule 20A Work Credits on the secondary market are estimated from \$0.40 to \$0.60 per credit. To complete a transfer/trade/sale transaction, the rules require a Memorandum of Understanding (MOU) to be adopted by the two agencies participating in the transfer/trade/sale. A copy of the MOU must be submitted to PG&E, who administers the Rule 20A Work Credit Program. PG&E then makes the appropriate transfer of Work Credits between the two agencies.

Staff from the City of Willows and the Town of Los Altos Hills have agreed upon a price of \$0.50 per credit for the sale of the City of Willows' 859,915 work credits. A draft Memorandum of Understanding, substantially in the form of Attachment A, is currently in review by the two agencies' legal counsels.

On April 7, 2021, the CPUC announced that proposed changes to the Rule 20A Program, including the possible elimination or placement of limitations on the sale of Rule 20A Work Credits, are being contemplated by the CPUC. These changes to the Rule 20A Program may be considered by the CPUC Board as early as May 2021. Therefore, the window of opportunity for a transaction with the Town of Los Altos Hills may be short.

April 27, 2021

FINANCIAL CONSIDERATIONS

There are restrictions on the use of Rule 20A Work Credits or revenues generated from the sale of such credits, primarily limited to certain eligible projects in the City. Staff believes the benefit of the funds generated from a sale of Rule 20A Work Credits put to use in the community is of greater value to the citizens of Willows than any specific utility undergrounding project. Therefore, it is recommended the funds generated by this transfer would be set aside as a Special Revenue Fund for use by the Interim City Manager with prior direction and approval from the City Council.

NOTIFICATION

If the transaction is approved by the City Council, PG&E will be notified and provided with a copy of the Memorandum of Understanding once it is fully executed.

ALTERNATE ACTIONS

None recommended.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving the sale and transfer of City of Willows PG&E Rule 20A Work Credits to the Town of Los Altos Hills and authorizing the Interim City Manager to finalize negotiations and execute a Memorandum of Understanding and perform all other tasks to complete the transaction.

Respectfully submitted,

Royce W. Cunningham, P.E.
Contract Community Development Services Director

Attachments: Attachment A: Draft Memorandum of Understanding
Attachment B: Resolution

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of May, 2021, by and between the City of Willows (“Willows”) and the Town of Los Altos Hills (“Los Altos Hills”). Los Altos Hills and the Willows are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

A. Electric utilities collect and annually allocate funds to communities to convert overhead electric facilities to underground electric facilities (“Rule 20A Work Credits”). The amount of said credits allocated by Pacific Gas and Electric Company (“PG&E”) to Willows is hereafter referred to as the “Willows Allocation.”

B. Los Altos Hills has identified a qualifying project for which it would utilize available Rule 20A Work Credits (“Project”).

C. Los Altos Hills desires to purchase the entire Willows Allocation to use in connection with their Project and Willows desires to transfer their entire Allocation to enable the Rule 20A Credits to be used for their intended purpose of undergrounding electric facilities. The Willows Allocation balance stands at 859,915 credits as of February 28, 2021 and is hereafter referred to as the “Undergrounding Allocation.”

AGREEMENT

NOW, THEREFORE, the Parties hereto agree as follows:

1. Willows agrees to transfer and assign its rights and interest in the Undergrounding Allocation to Los Altos Hills and Los Altos Hills agrees to purchase the Undergrounding Allocation in accordance with the terms of this MOU.
2. This MOU shall be subject to the approval of the Parties and shall become effective on the date when both such approvals have been obtained (the “Effective Date”).
3. Los Altos Hills shall purchase the Undergrounding Allocation at a purchase price of \$0.50 per Rule 20A Work Credit.
4. Within one (1) business day of the Effective Date, Los Altos Hills shall furnish funds in the amount of \$429,957.50 (“Purchase Price”) for the purchase of the Undergrounding Allocation of 859,915 Rule 20A Work Credits. The Purchase Price shall be deposited into an interest-bearing escrow account (“Escrow”) to be opened by Willows, with interest accruing to Willows. Subject to the provisions of this Agreement, the Purchase Price

shall constitute full consideration for the transfer and assignment of the foregoing Undergrounding Allocation credits.

5. Within one (1) business day of the Purchase Price being deposited in Escrow, Willows shall deliver a written request to PG&E, with a copy to Los Altos Hills, making a formal request to transfer and assign the Undergrounding Allocation to and for the benefit of Los Altos Hills. Willows shall cooperate in good faith with Los Altos Hills to provide any additional documentation or information that is reasonably requested by PG&E to complete the transfer. In the event that PG&E is unable to complete, or does not approve, the transfer, Willows shall provide written notice to Los Altos Hills as soon as practical thereafter of PG&E's written notification to Willows that PG&E will not complete the transfer. Within ten (10) business days of Willows' notice, the Escrow Agent shall return/pay the Purchase Price to Los Altos Hills from Escrow.
6. Willows shall not make or be permitted to make a draw on any amount of the Purchase Price from Escrow until after PG&E has approved and completed the transfer of credits and Los Altos Hills is able to utilize the credits for the qualifying Project it has identified. In addition, in the event that any ruling, order, or action from the California Public Utilities Commission (CPUC) applies to overrule or restrict PG&E's completion of the transfer or the transfer of credits generally such that Los Altos Hills is not able to utilize the credits for the qualifying Project it identified, Willows shall return any Purchase Price funds drawn from Escrow to Los Altos Hills within ten (10) business days of the date of the CPUC ruling, order or action. Any Purchase Price funds remaining in Escrow at such time shall also be returned to Los Altos Hills.
7. Los Altos Hills acknowledges and agrees that it has conducted its own investigation as to the applicability and transferability of Willows Allocation subject to this MOU for use in the Project and that Willows has not made any representation or warranty to Los Altos Hills with respect to same. The actual use of the Willows Allocation by Los Altos Hills shall be subject to the rules and procedures adopted by PG&E, the California Public Utilities Commission and such other conditions or requirements as are set forth in the Public Utilities Code. Notwithstanding this section 7, the Parties agree that in the event that Los Altos Hills is not able to utilize the credits for the qualifying Project due to any determination by PG&E or the CPUC, the refund provisions set forth in Sections 5 and 6 shall continue to apply.
8. Each Party shall hold harmless, defend, and indemnify the other Party and its governing body, officers, employees, and agents from and against any and all liability, loss, damage, expense and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the failure to comply with any of the obligations in this MOU, except such loss or damage caused by the sole negligence or willful misconduct of the other Party.
9. Disputes between the Parties in connection with any matter relating to the terms or provisions of this MOU shall first be considered jointly by the City Manager of Los Altos

Hills and the City Manager for Willows. Prior to taking any judicial action to interpret or enforce provisions of this MOU, the Parties agree to first submit the matter to a mediator, to be mutually agreed upon by the Parties hereto, in concert with a representative of each Party. Each Party shall pay one-half of the cost of the mediator. However, pending resolution, the existence of any dispute will not absolve either Party of the responsibility for timely performance of its agreed upon obligations to the other.

10. Each Party agrees to timely prepare accurate and complete financial and performance records relating to the transactions contemplated hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.

Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of either Party, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. Each Party hereby agrees to make such records available during normal business hours for inspection, audit and reproduction by any duly authorized agents of the State of California or the federal government. Each Party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or the federal government. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this MOU, including the costs of administering this MOU.

11. In the event that either Party is in breach of its obligations as set forth in this MOU, then the non-defaulting Party shall have the right to terminate this MOU on ten (10) business day's written notice to the defaulting Party unless the default is cured within the notice period. Upon termination for breach, the non-defaulting Party may exercise any right or remedy which it may have under applicable law. If Los Altos Hills has made a payment for the Purchase Price and/or an Option Price to Escrow, and the associated Rule 20A Work Credits have not been transferred at the time this MOU is terminated, the funds in Escrow shall be returned to Los Altos Hills within ten (10) business days of the termination.
12. All notices to be given pursuant to this MOU shall be delivered in person, by U.S. Mail, or by commercial overnight delivery to the address of the Party and shall be effective upon receipt. All notices shall be sent and addressed to the representative of the Party as set forth below. Notice may further be given by electronic means, provided, however, that such notice shall not be deemed effective unless it is acknowledged in writing by the recipient of such notice.

Town of Los Altos Hills
Attn: Carl Cahill, City Manager
26379 Fremont Road
Los Altos Hills, CA 94022

City of Willows
Attn: Wayne Peabody, Interim City Manager
201 North Lassen Street
Willows, CA 95988

13. Willows and Los Altos Hills are independent contractors with respect to each other. This MOU is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Nothing in this MOU shall be construed to create an employment relationship between Willows and any employee of Los Altos Hills or between Los Altos Hills and any employee of Willows. Each Party shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors.
14. This MOU shall constitute the entire agreement between the Parties relating to the subject matter of this MOU, and shall supersede any previous agreements, promises, representations, understanding and negotiation, whether oral or written, concerning the same subject matter.
15. This MOU shall be governed and construed in accordance with laws of the State of California.
16. Each Party shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.
17. A waiver by either Party of any breach of any term, covenant, or conditions contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.
18. The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of the MOU or any other rule of construction which might otherwise apply. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the Parties.
19. If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.
20. In the event of any dispute or legal action arising under this MOU, the prevailing Party shall not be entitled to attorney's fees.

21. This MOU may be executed by electronic means and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereby have executed this MOU as of the Effective Date.

TOWN OF LOS ALTOS HILLS

CITY OF WILLOWS

Kavita Tankha
Mayor

Larry Domenighini
Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Steve Mattas
City Attorney

David Ritchie
City Attorney

RESOLUTION No. _____

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WILLOWS, STATE OF CALIFORNIA,
APPROVING THE SALE AND TRANSFER OF CITY OF WILLOWS RULE 20A WORK CREDITS
TO THE TOWN OF LOS ALTOS HILLS AND AUTHORIZING THE INTERIM CITY MANAGER
TO FINALIZE NEGOTIATIONS AND EXECUTE A MEMORANDUM OF UNDERSTANDING AND
PERFORM ALL OTHER ACTIONS NECESSARY TO COMPLETE THE TRANSACTION**

WHEREAS, the California Public Utilities Commission (CPUC) enacted the Rule 20A Program to help fund utility undergrounding projects for the public benefit; and

WHEREAS, the Rule 20A Program is linked to utility revenues through the CPUC general utility rate case proceedings; and

WHEREAS, the Rule 20A Program allows the transfer, trade, or sale of Rule 20A Work Credits between consenting Rule 20A participating agencies; and

WHEREAS, the City of Willows has accrued 859,915 Rule 20A Work Credits as of March 1, 2021; and

WHEREAS, the City of Willows and the Town of Los Altos Hills have tentatively agreed upon the terms and conditions of the sale of all or a portion of the City of Willows' Rule 20A Work Credits.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willows that the City Council approves of the sale of all or a portion of the City of Willows' Rule 20A Work Credits to the Town of Los Altos Hills.

BE IT FURTHER RESOLVED by the City Council of the City of Willows that authority is delegated to the Interim City Manager to finalize negotiations of the MOU with Los Altos Hills for execution by the Mayor and for those delegates to perform all other actions necessary to complete the transaction.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 27th day of April 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTESTED:

Larry Domenighini, Mayor

Tara Rustenhoven, City Clerk

AGENDA ITEM

April 27, 2021

TO: Honorable Mayor Domenighini and Members of the Council
FROM: Wayne Peabody, Interim City Manager
SUBJECT: Mosquito and Vector Control District Board of Trustees – biennial appointment

RECOMMENDATION

Re-appoint Vince Holvik as the City's representative to the Glenn County Mosquito and Vector Control District for a two-year term to run from July 1, 2021 through June 30, 2023.

SUMMARY

The attached letter from the Glenn County Mosquito and Vector Control District indicates it is time to appoint a representative from the City of Willows to serve a two-year term on the Glenn County Mosquito and Vector Control District Board of Trustees.

Vince Holvik has been the City's representative for the past two terms, and he has indicated his desire and willingness to once again serve as the City's representative.

FINANCIAL CONSIDERATIONS

None at this time

NOTIFICATION

Luke Niblack, Glenn County Mosquito and Vector Control District

RECOMMENDATION

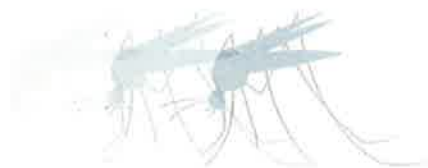
Re-appoint Vince Holvik as the City's representative to the Glenn County Mosquito and Vector Control District for a two-year term to run from July 1, 2021 through June 30, 2023.

Respectfully submitted,

/s/ Wayne Peabody

Wayne Peabody
Interim City Manager

Attachment: Letter from Glenn County Mosquito and Vector Control District



GCMVCD

Glenn County Mosquito and Vector Control District

165 County Road G, Willows, California 95988 • P: 530-934-4025 • F: 530-934-5971 • gcmvcd@now2000.com

April 21, 2021

To: Willows City Council

From: Glenn County Mosquito & Vector Control District

Subject: Appointment to the Board of Trustees

Dear Council Members,

We are asking you to reappoint Mr. Vince Holvik to the Board of Trustees of the Glenn County Mosquito & Vector Control District. Mr. Holvik has expressed a desire to serve and will serve at the pleasure of the Willows City Council for the 2 year term beginning July 1, 2021 – June 30, 2023.

Thank you for your consideration in this matter. If you have any questions, please feel free to contact me at 530-934-4025.

Sincerely,

A handwritten signature in dark ink, appearing to read "Luke Niblack". The signature is fluid and cursive.

Luke Niblack, Clerk/Secretary to the Board

April 27, 2021

AGENDA ITEM

TO: Honorable Mayor Domenighini and Members of the City Council
FROM: Wayne Peabody, Fire Chief
Subject: Annual Weed & Rubbish Abatement

RECOMMENDATION

Adopt a resolution declaring weeds, rubbish, refuse and dirt public nuisances, approve the attached Weed and Rubbish Abatement Schedule for the 2021 fire season.

SITUATION (or BACKGROUND):

Each year the Willows Fire Department abates weeds, rubbish, refuse and dirt from different lots and alleyways. In order to commence this process, it is necessary for the City Council to adopt the attached resolution. This resolution declares that weeds, rubbish, refuse and dirt are a public nuisance and sets a date for a hearing. Attached is a list of dates that indicate the time frame we will be working in 2021.

FINANCIAL CONSIDERATIONS:

Unknown, dependent upon responsiveness of public and contractor cost of services.

Notification:

Willows Journal
Willows PSA
Willows Public Works

ALTERNATE ACTIONS:

1. Request additional information from staff
2. Reject staff recommendation and/or direct item to be returned.

RECOMMENDATION:

Adopt a resolution declaring weeds, rubbish, refuse and dirt public nuisances, approve the attached Weed and Rubbish Abatement Schedule for the 2021 fire season.

Respectfully Submitted,

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

Wayne Peabody
Fire Chief

Attachments:

- Exhibit A: 2021 Weed Abatement Schedule
- Exhibit B: Resolution
- Exhibit C: Initial Weed Abatement Survey (Given the Night of Council meeting)
- Exhibit D: Weed Abatement Contract Bid Form

WEED AND RUBISH ABATEMENT

2021 FIRE SEASON

Initial weed abatement survey to be completed and ready for submission by: April 26th.

- April 27, 2021 Council Adopts resolution declaring weeds and rubbish a nuisance. Approves May 25th, 2021 as the date for the Hearing to Protest and July 27th, 2021 as the date for Hearing to confirm cost and declare costs as a lien against the property as of August 6th, 2021.
- April 28, 2021 Begin to solicit bids for 2021 Weed Abatement Contractor. Publish at least three times. (Publish May 1, May 5 & May 8)
- May 13, 2021 Bid opening-2:00 p.m.
- May 13, 2021 Last day to mail the Notice of Public Hearing to protest to the paper for the May 25th Council Meeting. (Publication date will be May 15, 2021 – 10 days prior to the public hearing).
- May 25, 2021 7:00 p.m.-Hearing on protest. Council orders abatement. Award contract to abate.
- May 26, 2021 Resurvey-Start abatement
- June 6, 2021 Last date for property owner to do own abatement
- July 15, 2021 Last day to mail Notice of Public Hearing to protest to the paper for the July 27th Council Meeting. (Publication Date will be July 17 – 10 days prior to the public hearing).
- July 22, 2021 Posting of individual abatement cost list outside door at least 3 days prior to hearing to confirm report and declare cost lien.
- July 27, 2021 Public Hearing to Protest. Adopt Resolution confirming costs and declaring costs a lien against property as of August 6, 2021.
- August 6, 2021 Transmit abatement cost to auditor's office for inclusions on taxes. Owner as 10 days from date of hearing (July 27th) to pay assessment directly to the City prior to transmittal to the auditor.

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WILLOWS DECLARING PUBLIC NUISANCES**

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

WHEREAS, the City Council of the City of Willows has determined that such weeds, rubbish, refuse and dirt constitute public nuisances and should be abated;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willows as follows:

1. That all weeds growing upon private property and all rubbish, refuse and dirt upon private property within the City of Willows are hereby declared to be public nuisances.
2. That such weeds, rubbish, refuse and dirt are growing upon or are upon the parcels of private property described in the report attached hereto and marked Exhibit C 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 25, 2021, at 7:00 p.m. in the City Council Chambers, Civic Center, Willows, California, as the time and place of hearing any objections to the proposed removal of weeds, rubbish, refuse, and dirt hereinabove declared to be public nuisances.

PASSED AND ADOPTED by the City Council of the City of Willows this 27th day of April 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTESTED:

Larry Domenighini, Mayor

Tara Rustenhoven, City Clerk



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 _____, 2021, 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".

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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: Wayne Peabody
Interim City Manager

By:
Owner

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David Ritchie
City Attorney

Wayne Peabody
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 31, 2021 through May 30, 2019**.

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. Contractor must notify the City of Willows Fire Department in the case of debris and receive, in writing, permission to remove any debris.

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.

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 \$15,000.00.

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 April 25, 2021. Compensation shall not exceed \$15,000.00 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 fifteen (15) 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

Length of Fire Break		30 ft Width of Fire Break
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.

April 27, 2021

AGENDA ITEM

TO: Honorable Mayor Domenighini and Members of the City Council
FROM: Wayne Peabody, Interim City Manager
Subject: CDBG Coronavirus Response Round 2 and Round 3

RECOMMENDATION

Adopt a resolution approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2020 Community Development Block Grant Program-Coronavirus response Round 2 (CDBG-CV2) and Coronavirus response Round 3 (CDBG-CV3) notice of fund available (NOFA) Date December 18, 2020

Approve the Memorandum of Understanding between the City of Willows and the County of Glenn

SITUATION (or BACKGROUND):

The CDBG-CV2 & CV3 funds being requested will be used to provide a combined regional grant application for Economic Development – Assistance to businesses within the County of Glenn, including both the cities of Orland and Willows. The PCDSA staff will provide grant management for the CDBG-CV2 & CV3 funds. There is no general fund impact.

Funding Under this Grant is made available pursuant to the CARES Act (Public Law No: 116-136) the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) Section 5301 and Title 21 Code of Federal Regulations.

Staff believes that an investment in the regional economy would help to address the overall impacts of the COVID-19 pandemic on the County of Glenn. The Economic Development – Assistance program will be available to help small/micro businesses potentially recover from some of the economic impacts brought on by the pandemic and provide a stimulus to move beyond the pandemic. The County, along with the cities of Orland and Willows, objectives are to promote, support and collaborate to help the local economy and provide outreach to local businesses.

FINANCIAL CONSIDERATIONS:

No impact to the General Fund

Notification:

County of Glenn

ALTERNATE ACTIONS:

1. Request additional information from staff
2. Reject staff recommendation and/or direct item to be returned.

RECOMMENDATION:

Respectfully Submitted,



Wayne Peabody
Fire Chief

Attachments:

- Exhibit A: CDBG-CV2 and CV3 allocation
- Exhibit B: Resolution
- Exhibit C: MOU Between the City of Willows

Appendix A: CDBG-CV2 and 3 Allocations and LMA %

Column1	CV1 Revision	CV2	CV3	Total
Toal Award	\$ 19,331,744.00	\$ 113,263,490.00	\$ 18,031,478.00	\$ 150,626,712.00
Entitlement	\$ -	\$ 50,968,571.00	\$ -	\$ 50,968,571.00
State Operations	\$ 1,353,222.00	\$ 7,928,444.00	\$ 1,262,203.00	\$ 10,543,869.00
Local Assistance	\$ 17,978,522.00	\$ 54,366,475.00	\$ 16,769,275.00	\$ 89,114,272.00
Requested	\$ 12,143,754.00	\$ -	\$ -	\$ 12,143,754.00
Colonias Set Aside	\$ 898,926.00	\$ 2,718,324.00	\$ 838,464.00	\$ 4,455,714.00
Federal Tribes Set-Aside	\$ -	\$ 2,718,324.00	\$ -	\$ 2,718,324.00
Non-Federal Tribes Set-Aside	\$ 224,732.00	\$ 679,581.00	\$ 209,616.00	\$ 1,113,929.00
Total for Allocation		\$ 48,250,247.00	\$ 15,721,195.00	\$ 63,971,442.00

Jurisdiction	CV1 Rmdr	CV2	CV3	Total	UGLG LMI	Housing Element
Alpine County	\$ 49,430.00	\$ 156,142.00	\$ 50,875.00	\$ 256,447.00	39.82%	Currently Ineligible
Alturas	\$ -	\$ 182,071.00	\$ 59,323.00	\$ 241,394.00	48.47%	Eligible
Amador City	\$ 47,821.00	\$ 151,057.00	\$ 49,218.00	\$ 248,096.00	46.67%	Currently Ineligible
Amador County	\$ 97,715.00	\$ 308,667.00	\$ 100,572.00	\$ 506,954.00	38.76%	Eligible
American Canyon	\$ 85,483.00	\$ 270,027.00	\$ 87,982.00	\$ 443,492.00	33.80%	Eligible
Anderson	\$ -	\$ 238,505.00	\$ 77,711.00	\$ 316,216.00	61.16%	Eligible
Angels	\$ -	\$ 186,647.00	\$ 60,814.00	\$ 247,461.00	43.94%	Eligible
Arcata	\$ -	\$ 405,266.00	\$ 132,046.00	\$ 537,312.00	67.47%	Eligible
Artesia	\$ -	\$ 312,226.00	\$ 101,731.00	\$ 413,957.00	53.95%	Eligible
Arvin	\$ -	\$ 318,835.00	\$ 103,885.00	\$ 422,720.00	66.80%	Eligible
Atwater	\$ 115,259.00	\$ 364,084.00	\$ 118,628.00	\$ 597,971.00	49.81%	Eligible
Auburn	\$ 87,254.00	\$ 275,620.00	\$ 89,804.00	\$ 452,678.00	43.22%	Eligible
Avenal	\$ -	\$ 240,539.00	\$ 78,374.00	\$ 318,913.00	74.18%	Eligible
Benicia	\$ 10,327.00	\$ 325,445.00	\$ 106,038.00	\$ 441,810.00	23.60%	Eligible
Biggs	\$ 51,362.00	\$ 162,243.00	\$ 52,863.00	\$ 266,468.00	58.07%	Eligible
Bishop	\$ -	\$ 192,239.00	\$ 62,637.00	\$ 254,876.00	49.67%	Eligible
Blue Lake	\$ 49,591.00	\$ 156,650.00	\$ 51,041.00	\$ 257,282.00	39.69%	Currently Ineligible
Brawley	\$ -	\$ 347,815.00	\$ 113,327.00	\$ 461,142.00	52.15%	Eligible

Butte County	\$ -	\$ 768,276.00	\$ 250,325.00	\$ 1,018,601.00	45.99%	Eligible
Calaveras County	\$ -	\$ 475,428.00	\$ 154,907.00	\$ 630,335.00	41.57%	Eligible
Calexico	\$ -	\$ 469,327.00	\$ 152,919.00	\$ 622,246.00	51.68%	Eligible
Calimesa	\$ 64,560.00	\$ 203,933.00	\$ 66,447.00	\$ 334,940.00	38.19%	Eligible
Calipatria	\$ -	\$ 176,987.00	\$ 57,667.00	\$ 234,654.00	57.63%	Eligible
Calistoga	\$ -	\$ 195,798.00	\$ 63,796.00	\$ 259,594.00	54.19%	Eligible
Capitola	\$ -	\$ 241,556.00	\$ 78,705.00	\$ 320,261.00	52.78%	Eligible
Carmel-by-the-Sea	\$ 59,570.00	\$ 188,172.00	\$ 61,311.00	\$ 309,053.00	28.46%	Eligible
Chowchilla	\$ -	\$ 253,758.00	\$ 82,681.00	\$ 336,439.00	61.49%	Eligible
Clearlake	\$ -	\$ 335,613.00	\$ 109,351.00	\$ 444,964.00	71.16%	Eligible
Coalinga	\$ -	\$ 236,980.00	\$ 77,214.00	\$ 314,194.00	40.56%	Eligible
Colfax	\$ -	\$ 165,293.00	\$ 53,857.00	\$ 219,150.00	56.79%	Eligible
Colusa	\$ -	\$ 197,323.00	\$ 64,293.00	\$ 261,616.00	47.70%	Eligible
Colusa County	\$ 60,697.00	\$ 191,731.00	\$ 62,471.00	\$ 314,899.00	38.92%	Eligible
Corcoran	\$ -	\$ 261,892.00	\$ 85,331.00	\$ 347,223.00	67.17%	Eligible
Corning	\$ -	\$ 212,576.00	\$ 69,263.00	\$ 281,839.00	66.47%	Eligible
Crescent City	\$ -	\$ 185,630.00	\$ 60,483.00	\$ 246,113.00	62.71%	Eligible
Del Norte County	\$ -	\$ 323,919.00	\$ 10,541.00	\$ 334,460.00	45.60%	Eligible
Dinuba	\$ -	\$ 341,206.00	\$ 111,174.00	\$ 452,380.00	60.81%	Eligible
Dixon	\$ -	\$ 265,451.00	\$ 86,491.00	\$ 351,942.00	38.99%	Eligible
Dorris	\$ -	\$ 152,583.00	\$ 49,715.00	\$ 202,298.00	72.58%	Eligible
Dos Palos	\$ 60,214.00	\$ 190,206.00	\$ 61,974.00	\$ 312,394.00	65.38%	Currently Ineligible
Dunsmuir	\$ -	\$ 165,293.00	\$ 53,857.00	\$ 219,150.00	62.58%	Eligible
El Dorado County	\$ 350,248.00	\$ 1,106,374.00	\$ 360,486.00	\$ 1,817,108.00	34.73%	Eligible
Etna	\$ -	\$ 154,108.00	\$ 50,212.00	\$ 204,320.00	68.57%	Eligible
Eureka	\$ -	\$ 431,704.00	\$ 140,660.00	\$ 572,364.00	50.52%	Eligible
Exeter	\$ -	\$ 224,778.00	\$ 73,239.00	\$ 298,017.00	54.96%	Eligible
Farmersville	\$ -	\$ 225,795.00	\$ 73,570.00	\$ 299,365.00	59.18%	Eligible
Ferndale	\$ 51,683.00	\$ 163,259.00	\$ 53,194.00	\$ 268,136.00	34.69%	Eligible
Firebaugh	\$ -	\$ 219,185.00	\$ 71,416.00	\$ 290,601.00	61.04%	Eligible
Fort Bragg	\$ -	\$ 245,623.00	\$ 80,030.00	\$ 325,653.00	52.65%	Eligible
Fort Jones	\$ -	\$ 158,684.00	\$ 51,703.00	\$ 210,387.00	47.96%	Eligible

Fortuna	\$ 79,045.00	\$ 249,690.00	\$ 81,356.00	\$ 410,091.00	49.51%	Eligible
Fowler	\$ 58,926.00	\$ 186,138.00	\$ 60,649.00	\$ 305,713.00	49.83%	Eligible
Glenn County	\$ -	\$ 245,623.00	\$ 80,030.00	\$ 325,653.00	48.08%	Eligible
Grass Valley	\$ 98,681.00	\$ 311,717.00	\$ 101,566.00	\$ 511,964.00	65.31%	Eligible
Greenfield	\$ 101,900.00	\$ 321,886.00	\$ 104,879.00	\$ 528,665.00	64.77%	Eligible
Gridley	\$ 67,296.00	\$ 212,576.00	\$ 69,263.00	\$ 349,135.00	45.79%	Eligible
Grover Beach	\$ -	\$ 278,670.00	\$ 90,798.00	\$ 369,468.00	53.61%	Eligible
Guadalupe	\$ -	\$ 232,404.00	\$ 75,723.00	\$ 308,127.00	69.04%	Eligible
Gustine	\$ 53,454.00	\$ 168,852.00	\$ 55,016.00	\$ 277,322.00	46.42%	Eligible
Hidden Hills	\$ 51,844.00	\$ 163,768.00	\$ 53,360.00	\$ 268,972.00	18.33%	Eligible
Hollister	\$ -	\$ 414,926.00	\$ 135,194.00	\$ 550,120.00	45.57%	Eligible
Holtville	\$ 60,053.00	\$ 189,697.00	\$ 61,808.00	\$ 311,558.00	59.48%	Eligible
Humboldt County	\$ -	\$ 793,697.00	\$ 258,607.00	\$ 1,052,304.00	46.58%	Eligible
Huron	\$ -	\$ 228,845.00	\$ 74,564.00	\$ 303,409.00	70.69%	Eligible
Imperial	\$ -	\$ 210,034.00	\$ 68,435.00	\$ 278,469.00	20.91%	Eligible
Imperial County	\$ -	\$ 400,182.00	\$ 130,390.00	\$ 530,572.00	48.54%	Eligible
Indian Wells	\$ 64,560.00	\$ 203,933.00	\$ 66,447.00	\$ 334,940.00	23.11%	Eligible
Industry	\$ 47,627.00	\$ 150,447.00	\$ 49,020.00	\$ 247,094.00	65.85%	Eligible
Inyo County	\$ -	\$ 238,505.00	\$ 77,711.00	\$ 316,216.00	41.44%	Eligible
Ione	\$ -	\$ 172,919.00	\$ 56,342.00	\$ 229,261.00	38.75%	Eligible
Jackson	\$ -	\$ 200,882.00	\$ 65,453.00	\$ 266,335.00	49.71%	Eligible
King City	\$ -	\$ 308,667.00	\$ 100,572.00	\$ 409,239.00	68.41%	Eligible
Kings County		\$ 376,286.00	\$ 122,604.00	\$ 498,890.00	46.93%	Eligible
Lake County	\$ -	\$ 556,775.00	\$ 181,412.00	\$ 738,187.00	51.44%	Eligible
Lakeport	\$ -	\$ 182,071.00	\$ 59,323.00	\$ 241,394.00	41.50%	Eligible
Lassen County	\$ 74,217.00	\$ 234,438.00	\$ 76,386.00	\$ 385,041.00	38.47%	Eligible
Lemoore	\$ 105,763.00	\$ 334,088.00	\$ 108,855.00	\$ 548,706.00	41.05%	Eligible
Lincoln	\$ -	\$ 467,802.00	\$ 152,422.00	\$ 620,224.00	33.27%	Eligible
Lindsay	\$ 85,322.00	\$ 269,519.00	\$ 87,816.00	\$ 442,657.00	67.17%	Eligible
Live Oak	\$ 65,203.00	\$ 205,966.00	\$ 67,109.00	\$ 338,278.00	55.17%	Eligible
Livingston	\$ -	\$ 250,199.00	\$ 81,521.00	\$ 331,720.00	41.01%	Eligible
Loomis	\$ 59,409.00	\$ 187,663.00	\$ 61,146.00	\$ 308,218.00	24.55%	Eligible

Los Banos	\$ -	\$ 433,229.00	\$ 141,157.00	\$ 574,386.00	52.59%	Eligible
Loyalton	\$ 49,108.00	\$ 155,125.00	\$ 50,544.00	\$ 254,777.00	55.81%	Currently Ineligible
Madera County	\$ 199,758.00	\$ 631,004.00	\$ 205,597.00	\$ 1,036,359.00	47.90%	Eligible
Mammoth Lakes	\$ -	\$ 187,663.00	\$ 61,146.00	\$ 248,809.00	53.34%	Eligible
Maricopa	\$ 48,464.00	\$ 153,091.00	\$ 49,881.00	\$ 251,436.00	60.66%	Currently Ineligible
Marina	\$ 114,776.00	\$ 362,559.00	\$ 118,131.00	\$ 595,466.00	46.32%	Currently Ineligible
Mariposa County	\$ -	\$ 295,448.00	\$ 96,265.00	\$ 391,713.00	38.31%	Eligible
Marysville	\$ 80,333.00	\$ 253,758.00	\$ 82,681.00	\$ 416,772.00	56.37%	Eligible
McFarland	\$ -	\$ 259,350.00	\$ 84,503.00	\$ 343,853.00	75.01%	Eligible
Mendocino County	\$ -	\$ 806,408.00	\$ 262,749.00	\$ 1,069,157.00	45.87%	Eligible
Merced County	\$ -	\$ 716,418.00	\$ 233,428.00	\$ 949,846.00	51.54%	Eligible
Modoc County	\$ 55,546.00	\$ 175,461.00	\$ 57,170.00	\$ 288,177.00	48.50%	Eligible
Mono County	\$ -	\$ 176,987.00	\$ 57,667.00	\$ 234,654.00	50.27%	Eligible
Montague		\$ 157,667.00	\$ 51,372.00	\$ 209,039.00	43.29%	Eligible
Mount Shasta		\$ 206,475.00	\$ 67,275.00	\$ 273,750.00	45.91%	Eligible
Napa County		\$ 329,512.00	\$ 107,634.00	\$ 437,146.00	41.84%	Eligible
Nevada City	\$ 57,317.00	\$ 181,054.00	\$ 58,992.00	\$ 297,363.00	48.00%	Eligible
Nevada County	\$ -	\$ 705,741.00	\$ 229,949.00	\$ 935,690.00	39.32%	Eligible
Orange Cove	\$ 73,734.00	\$ 232,913.00	\$ 75,889.00	\$ 382,536.00	75.54%	Eligible
Orland	\$ -	\$ 212,576.00	\$ 69,263.00	\$ 281,839.00	55.25%	Eligible
Oroville	\$ -	\$ 315,276.00	\$ 102,725.00	\$ 418,001.00	55.20%	Eligible
Pacific Grove	\$ 86,449.00	\$ 273,078.00	\$ 88,976.00	\$ 448,503.00	23.93%	Eligible
Palos Verdes Estates	\$ 70,354.00	\$ 222,236.00	\$ 72,410.00	\$ 365,000.00	15.31%	Eligible
Parlier	\$ -	\$ 307,142.00	\$ 100,075.00	\$ 407,217.00	71.45%	Eligible
Pismo Beach	\$ 72,446.00	\$ 228,845.00	\$ 74,564.00	\$ 375,855.00	43.06%	Eligible
Placer County		\$ 1,048,923.00	\$ 341,767.00	\$ 1,390,690.00	31.45%	Eligible
Placerville	\$ 80,655.00	\$ 254,775.00	\$ 83,012.00	\$ 418,442.00	55.93%	Eligible
Plumas County	\$ -	\$ 278,670.00	\$ 90,798.00	\$ 369,468.00	41.09%	Eligible
Plymouth	\$ -	\$ 154,616.00	\$ 50,378.00	\$ 204,994.00	55.42%	Eligible
Point Arena	\$ -	\$ 154,616.00	\$ 50,378.00	\$ 204,994.00	53.85%	Eligible
Portola	\$ 54,742.00	\$ 172,919.00	\$ 56,342.00	\$ 284,003.00	59.34%	Eligible
Rancho Mirage	\$ -	\$ 396,115.00	\$ 129,065.00	\$ 525,180.00	34.32%	Eligible

Red Bluff	\$ -	\$ 285,280.00	\$ 92,952.00	\$ 378,232.00	58.69%	Eligible
Rio Dell	\$ -	\$ 181,562.00	\$ 59,158.00	\$ 240,720.00	48.88%	Eligible
Rio Vista	\$ 70,032.00	\$ 221,219.00	\$ 720,179.00	\$ 1,011,430.00	43.80%	Eligible
Riverbank	\$ 88,863.00	\$ 280,704.00	\$ 91,461.00	\$ 461,028.00	35.70%	Eligible
San Benito County	\$ -	\$ 278,670.00	\$ 90,798.00	\$ 369,468.00	45.98%	Eligible
San Joaquin	\$ -	\$ 180,546.00	\$ 58,826.00	\$ 239,372.00	76.81%	Eligible
San Juan Bautista	\$ -	\$ 174,445.00	\$ 56,839.00	\$ 231,284.00	51.56%	Eligible
San Juan Capistrano	\$ 172,397.00	\$ 544,573.00	\$ 177,436.00	\$ 894,406.00	51.84%	Eligible
Sand City	\$ 48,754.00	\$ 154,006.00	\$ 50,179.00	\$ 252,939.00	62.90%	Eligible
Sanger	\$ -	\$ 355,950.00	\$ 115,978.00	\$ 471,928.00	47.09%	Eligible
Santa Cruz County	\$ -	\$ 1,304,657.00	\$ 425,091.00	\$ 1,729,748.00	50.09%	Eligible
Scotts Valley	\$ 75,504.00	\$ 238,505.00	\$ 77,711.00	\$ 391,720.00	24.62%	Eligible
Shasta County	\$ -	\$ 661,000.00	\$ 215,371.00	\$ 876,371.00	42.64%	Eligible
Shasta Lake	\$ -	\$ 234,946.00	\$ 76,552.00	\$ 311,498.00	44.42%	Eligible
Sierra County	\$ 49,108.00	\$ 155,125.00	\$ 50,544.00	\$ 254,777.00	42.56%	Eligible
Siskiyou County	\$ -	\$ 326,970.00	\$ 106,535.00	\$ 433,505.00	50.10%	Eligible
Solano County	\$ 93,370.00	\$ 294,940.00	\$ 96,099.00	\$ 484,409.00	39.35%	Eligible
Soledad	\$ -	\$ 278,162.00	\$ 90,632.00	\$ 368,794.00	56.49%	Eligible
Sonora	\$ 66,491.00	\$ 210,034.00	\$ 68,435.00	\$ 344,960.00	54.59%	Eligible
South Lake Tahoe	\$ -	\$ 381,371.00	\$ 124,261.00	\$ 505,632.00	59.15%	Eligible
St. Helena	\$ -	\$ 204,441.00	\$ 66,612.00	\$ 271,053.00	36.53%	Eligible
Suisun City	\$ -	\$ 355,950.00	\$ 115,978.00	\$ 471,928.00	41.31%	Eligible
Susanville	\$ 67,779.00	\$ 214,101.00	\$ 69,760.00	\$ 351,640.00	42.62%	Eligible
Sutter County	\$ -	\$ 267,485.00	\$ 87,154.00	\$ 354,639.00	40.84%	Eligible
Sutter Creek	\$ 57,156.00	\$ 180,546.00	\$ 58,826.00	\$ 296,528.00	50.48%	Eligible
Taft	\$ 65,847.00	\$ 208,000.00	\$ 67,772.00	\$ 341,619.00	45.35%	Eligible
Tehama	\$ -	\$ 150,447.00	\$ 49,020.00	\$ 199,467.00	47.56%	Eligible
Tehama County	\$ -	\$ 429,772.00	\$ 140,031.00	\$ 569,803.00	47.18%	Eligible
Trinidad	\$ 47,982.00	\$ 151,566.00	\$ 49,384.00	\$ 248,932.00	27.27%	Eligible
Trinity County	\$ -	\$ 279,687.00	\$ 91,129.00	\$ 370,816.00	48.72%	Eligible
Truckee	\$ -	\$ 240,539.00	\$ 78,374.00	\$ 318,913.00	27.72%	Eligible
Tulare County	\$ -	\$ 1,345,330.00	\$ 438,344.00	\$ 1,783,674.00	53.64%	Eligible

Tulelake	\$ -	\$ 157,158.00	\$ 512,016.00	\$ 669,174.00	63.50%	Eligible
Tuolumne County	\$ -	\$ 557,791.00	\$ 181,743.00	\$ 739,534.00	38.07%	Eligible
Ukiah	\$ -	\$ 298,498.00	\$ 97,259.00	\$ 395,757.00	49.25%	Eligible
Vernon	\$ 47,467.00	\$ 149,939.00	\$ 48,854.00	\$ 246,260.00	75.00%	Eligible
Wasco	\$ 98,681.00	\$ 311,717.00	\$ 101,566.00	\$ 511,964.00	57.01%	Eligible
Weed	\$ -	\$ 175,970.00	\$ 57,336.00	\$ 233,306.00	65.41%	Eligible
Westmorland	\$ -	\$ 166,818.00	\$ 54,354.00	\$ 221,172.00	77.14%	Currently Ineligible
Wheatland	\$ 52,327.00	\$ 165,293.00	\$ 53,857.00	\$ 271,477.00	30.21%	Eligible
Williams	\$ 58,765.00	\$ 185,630.00	\$ 60,483.00	\$ 304,878.00	36.54%	Eligible
Willits	\$ -	\$ 212,068.00	\$ 69,097.00	\$ 281,165.00	55.82%	Eligible
Willows	\$ 68,100.00	\$ 215,118.00	\$ 70,091.00	\$ 353,309.00	44.56%	Eligible
Winters	\$ -	\$ 203,933.00	\$ 66,447.00	\$ 270,380.00	40.32%	Eligible
Woodlake	\$ 65,364.00	\$ 206,475.00	\$ 67,275.00	\$ 339,114.00	62.74%	Eligible
Yolo County	\$ -	\$ 314,259.00	\$ 102,394.00	\$ 416,653.00	50.42%	Eligible
Yountville	\$ 58,926.00	\$ 186,138.00	\$ 60,649.00	\$ 305,713.00	44.71%	Eligible
Yreka	\$ -	\$ 234,438	\$ 76,386.00	\$ 99,824.00	59.78%	Eligible
Yuba County	\$ -	\$ 627,445.00	\$ 204,438.00	\$ 831,883.00	45.13%	Eligible

RESOLUTION NO. _____

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-CORONAVIRUS RESPONSE ROUND 2 (CDBG-CV2) AND CORONAVIRUS RESPONSE ROUND 3 (CDBG-CV3) NOTICE OF FUNDS AVAILABLE (NOFA) DATED DECEMBER 18, 2020

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

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$353,309 for the following CDBG-CV2 and CDBG-CV3 activities, pursuant to the December 18, 2020 CDBG-CV2 and CDBG-CV3 NOFA:

List activities and amounts:

A combined regional grant application for Economic Development – Assistance for Profits program to be managed by the County of Glenn, as follows:

County of Glenn	\$80,000
City of Orland	\$120,000
City of Willows	\$353,309
Total Amount	\$553,309

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed \$353,309 for the CDBG-CV2 and CDBG-CV3 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The City hereby authorizes and directs the Interim City Manager, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF WILLOWS AND COUNTY OF GLENN
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
CORONAVIRUS RESPONSE ROUND 2 AND 3 ("CDBG-CV2 & CV3") GRANT ADMINISTRATION**

This Memorandum of Understanding (the "MOU") is entered on April __, 2021 (the "Effective Date") by and between the CITY OF WILLOWS (the "CITY"), and the COUNTY OF GLENN (the "COUNTY"). The CITY and the COUNTY, individually each a "PARTY", and jointly referred to herein as the "PARTIES."

RECITALS

WHEREAS, the United States Department of Housing and Urban Development allocated CARES Act Coronavirus Relief funding to the states to alleviate economic hardship; and

WHEREAS, the California Department of Housing and Community Development allocated CDBG-CV2 & CV3 to provide grant monies to local governments; and

WHEREAS, the County of Glenn Planning & Community Development Services Agency has applied for said grant monies through a joint application to serve Glenn County across an economic regional approach; and

WHEREAS, the joint application will include the City of Willows for the use of CDBG-CV2 & CV3 grant funds; and

WHEREAS, there are duplications of services in the unincorporated areas of the COUNTY and the incorporated areas of the CITY; and

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of CDBG-CV2 & CV3 grant administration within its boundaries, through the County of Glenn Planning & Community Development Services Agency; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions as hereinafter set forth; and

WHEREAS, such agreements are authorized and provided for by the California Constitution, article XI, section 8, subdivision (a) and Government Code sections 51300 et seq.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree, covenant and promise as follows:

AGREEMENT

- 1) COUNTY shall provide to CITY CDBG-CV2 & CV3 Economic Development Grant Administration within the corporate limits of the CITY (the "SERVICES"). Such SERVICES shall only encompass the duties and functions of the type coming within the jurisdiction and rendered by the County of Glenn Planning & Community Development Services Agency under the ordinances of the COUNTY, the statutes of the State of California, and the provisions of the CDBG-CV2 & CV3 grant.

**MEMORANDUM OF UNDERSTANDING
CDBG-CV1 GRANT ADMINISTRATION**

- 2) The level of service provided pursuant to this MOU shall be the same level of service **COUNTY** provides for the unincorporated areas of the **COUNTY** by County of Glenn Planning & Community Development Services Agency.
- 3) The rendition of such **SERVICES**, the standard of performance and other matters incidental to the performance of such **SERVICES** and the control of personnel so employed shall remain in **COUNTY**. In the event of a dispute between the **PARTIES** as to the extent of the duties and functions to be rendered hereunder or the level and manner of performance of such **SERVICES**, the determination thereof by the Director of Planning & Community Development Services Agency shall be final and conclusive as between the **PARTIES** hereto.
- 4) **COUNTY** shall provide **CITY** with vetted applicants for Small Business Economic Development Grants for final **CITY** approval prior to authorization of any Grant monies.
- 5) All persons employed in the performance of the **SERVICES** under this MOU shall be **COUNTY** employees, and no person employed hereunder shall have any **CITY** benefit, pension, civil service or any status or right offered to **CITY** employees.
- 6) Pursuant to Government Code section 51303, for the purpose of performing **SERVICES** and functions under this MOU, and for the purpose of giving official status to the performance thereof where necessary, every **COUNTY** officer and employee engaged in the performance of the **SERVICES** hereunder shall be deemed to have the powers of an officer or employee of said **CITY** only while performing the **SERVICES** within the scope of this MOU, and which are purely municipal functions.
- 7) The **CITY** shall take all necessary actions to authorize **COUNTY** to lawfully provide the **SERVICES** pursuant to this MOU.
- 8) **COMPENSATION –**
 - A. **COUNTY** shall invoice **CITY** quarterly for all **SERVICES** rendered pursuant to this MOU.
 - B. **COUNTY**'s invoice shall provide a detailed report of all time and costs associated with provision of the following **SERVICES**.
 - i. Labor rates shall be fully burdened hourly rates, including reasonable overhead, based on actual **COUNTY** costs experienced in billing period,
 - ii. Vehicle mileage rates shall be fully burdened **Internal Revenue Service (IRS) Standard Mileage Rates**. Mileage shall be determined on the basis of a round-trip from the **COUNTY**'s offices to the inspection site, and
 - C. Labor rates and vehicle mileage rates are set forth on Exhibit A attached hereto and incorporated herein. Such rates and costs may be adjusted no more often than two (2) times a year.
- 9) (A) **COUNTY** shall provide all required and necessary labor, supervision, equipment, supplies, vehicles and materials to **COUNTY** staff necessary for provision of **SERVICES** to **CITY** as described above. The **CITY** shall not be charged any amount in addition to the Compensation set forth in paragraph 9 above for such labor,

**MEMORANDUM OF UNDERSTANDING
CDBG-CV1 GRANT ADMINISTRATION**

supervision, equipment, supplies, vehicle mileage and materials. Notwithstanding the foregoing, CITY shall bear such costs as may be incurred in providing the authorizations and actions set forth in paragraph 8 above.

(B) Notwithstanding anything hereinbefore contained, it is agreed that in all instances wherein special supplies, (such as: stationery, notices, forms, and the like must be issued in the name of the CITY,) and any new process, procedure or documentation related to and required as part of the grant administration services process will be a cost to CITY and will be detailed in quarterly billing from COUNTY.

- 10) Nothing herein shall require COUNTY to perform any services under this MOU if COUNTY has insufficient available personnel to provide such services and to perform its other duties as required by law, or if the Director of Planning & Community Development Services Agency determines in good faith that the COUNTY lacks the resources or information necessary to perform the COUNTY's obligations hereunder. Notwithstanding the foregoing, COUNTY shall give CITY no less than fourteen (14) days' written notice of the cessation of service, together with the reason(s) for such cessation, and shall continue to provide the SERVICES to CITY during the 14-day notice period. In such event CITY, in its sole discretion, shall be entitled to have the SERVICES performed by any other person or entity, including CITY's own employees, with no further liability or obligation under this MOU.
- 11) In the event that COUNTY determines that it is unwilling to provide the SERVICES described herein, COUNTY shall provide CITY with no less than ninety (90) days written notice that COUNTY will cease providing such SERVICES. In such event, CITY, at its sole discretion, shall be entitled to have the SERVICES performed by any other person or entity, including CITY's own employees, with no further liability or obligation under this MOU.
- 12) **DATA/RECORDS** – During the term of this MOU, CITY can access, use, retrieve and download CITY's content at any time. In the event of termination or expiration of this MOU, COUNTY shall maintain CITY's content for a period of ninety (90) days. At CITY's request, COUNTY shall provide CITY's content through a data drop, data migration process or other means agreeable to both parties at CITY's sole expense.
- 13) **TERM OF AGREEMENT/TERMINATION** - The term of this MOU shall commence on **October 1, 2020** and continue in full force and effect through **December 31, 2021**, unless terminated as follows:
 - A. By mutual agreement of the PARTIES;
 - B. By either PARTY upon a material breach by the other PARTY of the provisions hereof; or
 - C. By either PARTY upon delivery of ninety (90) days' written notice thereof to the other PARTY.
- 14) COUNTY shall, during the entire term of this MOU, be an independent contractor and nothing in this MOU is intended or shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow CITY to exercise discretion or control over the professional manner in which COUNTY performs the services which are the subject matter of this MOU. COUNTY staff performing services under this MOU shall at all times remain employees of COUNTY, and shall not be deemed employees of CITY for any purpose. COUNTY shall be solely responsible for any and all compensation, payroll taxes, withholdings, workers'

**MEMORANDUM OF UNDERSTANDING
CDBG-CV1 GRANT ADMINISTRATION**

compensation and any other insurance or benefits of any kind for any **COUNTY** employee providing services under this **MOU**.

- 15) **NONASSIGNMENT** – Inasmuch as this **MOU** is intended to secure the specialized **SERVICES** of **COUNTY**, **COUNTY** may not assign, transfer, delegate or sublet any interest herein. Any attempt at assignment of the rights under this **MOU** except for those specifically consented to by both **PARTIES**, evidenced in writing, and shall be void.
- 16) **MUTUAL INDEMNIFICATION** – Each **PARTY** shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys’ fees or claims for injury or damages arising out of the performance of the **SERVICES** under this **MOU** but only in proportion and to the extent such liability, loss expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees. –
- 17) **ENTIRE AGREEMENT; MODIFICATION** –This **MOU** may only be modified by a written amendment hereto executed by both **PARTIES**. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.
- 18) **APPLICATION OF LAW** – This **MOU** shall be governed by the laws of the State of California.
- 19) **SEVERABILITY** – If any portion of this **MOU** or application thereof to any person or circumstances shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state or local statute, ordinance, or regulation, the remaining provisions of this **MOU** or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this **MOU** are severable.

20) **NOTICES.**

Any notice required to be given pursuant to the terms and provisions of this **MOU** shall be in writing and shall be sent first-class mail to the following addresses:

If to **CITY**: City Manager
 City of Willows
 201 North Lassen Street
 Willows, CA 95963

If to **COUNTY**: Director of the Planning & Community Development Services Agency
 225 North Tehama Street
 Willows, CA
 (530) 934-6540 Phone

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

**MEMORANDUM OF UNDERSTANDING
CDBG-CV1 GRANT ADMINISTRATION**

IN WITNESS WHEREOF, COUNTY and CITY have executed this agreement on the day and year set forth below.

DATED: _____

CITY OF WILLOWS

Mayor

APPROVED AS TO FORM:


City Attorney
City of Willows

DATED: _____

COUNTY OF GLENN

Chairman

APPROVED AS TO FORM:



County Counsel
Glenn County, California