



Willows City Council Regular Meeting

May 23, 2023
Willows City Hall
6:00 PM – Regular Session

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

City Manager
Marti Brown

City Clerk
Vacant

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

Agenda

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CHANGES TO THE AGENDA

5. PRESENTATION

- Proclamation for Memorial Day, May 29, 2023**
- Proclamation for National Public Works Week, May 21 – 27, 2023**
- Glenn County CARE Court**

Presenter: Joe Hallett, LCSW, Glenn County Behavioral Health Director,
HHSA Deputy Director, County of Glenn

6. PUBLIC HEARING

a. **Weed Abatement Declarations**

Recommendation: Upon opening the Public Hearing, listen to protest from property owners concerning declared nuisances and direct staff accordingly.

Contact: Nate Monck, Willows Fire Chief, nmonck@cityofwillows.org

7. PUBLIC COMMENT & CONSENT CALENDAR FORUM

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

a. **Register Approval**

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

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

b. **Minutes Approval**

Recommended Action: Approve minutes of the May 9, 2023, City Council meeting.

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

c. **Mosquito and Vector Control District Board of Trustees – Biennial Appointment**

Recommended Action: 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, 2023, through June 30, 2025.

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

d. **County of Glenn Draft Water Well Drilling and Standards Ordinance**

Recommended Action: To review and provide any comments on the Draft Water Well Drilling and Standards Ordinance.

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

e. **Tehama Street Bridge Project – Accept Improvements**

Recommended Action: Adopt resolution accepting the improvements associated with the Tehama Street Bridge Project, authorize the filing of the Notice of Completion and release of surety, and approve a budget adjustment for the overall project.

Contact: Pat Piatt, Community Development & Services Director, ppiatt@cityofwillows.org

f. **Solid Waste Management Parcel Fee**

Recommended Action: Adopt a resolution (Attachment 1) extending service charges imposed on improved real property within the incorporated area of the City of Willows for the use of and/or ability to use the Glenn County Solid Waste System during fiscal year 2023-24.

Contact: Pat Piatt, Community Development & Services Director, ppiatt@cityofwillows.org

Marti Brown, City Manager, mbrown@cityofwillows.org

8. **DISCUSSION & ACTION CALENDAR**

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

Willows, CA 95988 or email it to: cityclerk@cityofwillows.org.

a. **Weed Abatement Contract Award**

Recommended Action: Award Weed Abatement Contract to Robert Burt Construction.

Contact: Nate Monck, Fire Chief, nmonck@cityofwillows.org

b. **Green and Jefferson Streets Urgent Repair Project - Budget Adjustment**

Recommended Action: Authorize a budget adjustment of \$39,653 to the contract with All-American Construction, Inc. for the Green and Jefferson Streets Urgent Repair Project, bringing the total not to exceed amount to \$104,653, which will be funded with a combination of Gas Tax, SB1 and/or RSTP Funds.

Contact: Pat Piatt, Community Development & Services Director, ppiatt@cityofwillows.org

c. **SB 1 Transportation Funds – Project List for FY23-24**

Recommended Action: Approve the attached resolution and following actions: Review the recommended street projects to be funded with SB-1 monies; Listen to public comments and direct staff to make any changes, if necessary; Adopt the attached resolution; Direct staff to proceed with submitting the FY 2023-24 Road Maintenance and Rehabilitation Account (RMRA) project list to the State for approval; and Authorize the necessary changes to the budget reflecting the anticipated revenues from SB-1 as mentioned herein and the expenditures for improvements to the streets included in the 2024 Pavement Rehabilitation Project as mentioned herein.

Contact: Pat Piatt, Community Development & Services Director, ppiatt@cityofwillows.org

d. **Purchase Case Backhoe**

Recommended Action: Approve the attached resolution (Attachment 1) authorizing the purchase of a new backhoe from Sonsray Machinery in accordance with the attached quote (Attachment 2) for a total amount of \$149,993.

Contact: Pat Piatt, Community Development & Services Director, ppiatt@cityofwillows.org

9. **COMMENTS & REPORTS**

- a. City Council Correspondence
- b. City Council Comments & Reports

10. ADJOURNMENT

This agenda was posted on May 19, 2023.

Marti Brown

Marti Brown, City Manager

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

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.



PRESENTATIONS



City of Willows Memorial Day Proclamation

WHEREAS, Memorial Day each year serves as a solemn reminder of the scourge of war and its bitter aftermath of sorrow; and

WHEREAS, this day has traditionally been devoted to paying homage to loved ones who lie in hallowed graves throughout the land, having sacrificed their lives that war might end; and

WHEREAS, in tribute to these silent dead it is fitting that we lift up our voices together in supplication to Almighty God for wisdom in our search for enduring peace; and

WHEREAS, the Congress, in a joint resolution approved May 11, 1950, provided that Memorial Day should be set aside as a day of prayer for permanent peace; and

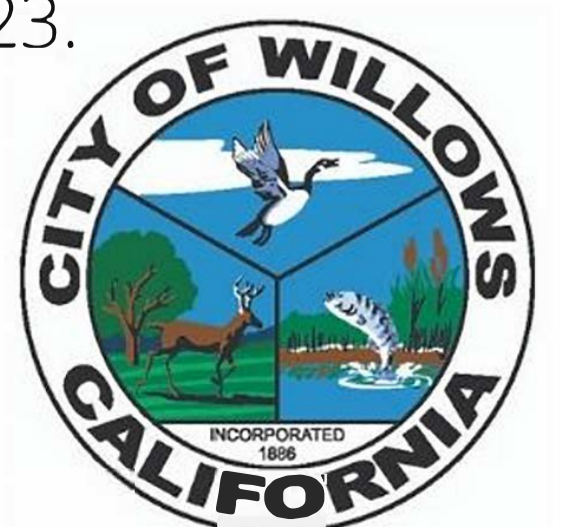
WHEREAS, today and every day, let us remember the service men and woman we have lost and let us honor them by rededicating ourselves to strengthening our Nation's promise. With love, grace, and reflection, let us honor our fallen fellow Americans, known and unknown, who sacrificed their freedom to ensure our own.

NOW, THEREFORE, I, Richard Thomas, Mayor of the City of Willows, do hereby proclaim Memorial Day, May 29, 2023, as day of City-wide prayer for permanent peace.

In commemoration of this event, I urge all citizens to join together in their homes, places of work and places of worship to pray for the permanent peace and to continue to pray for our city, our state and our nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Willows, Glenn County, California, this 23rd day of May, 2023.

Richard Thomas, Mayor



Glenn County CARE Court

COMMUNITY ASSISTANCE, RECOVERY, AND EMPOWERMENT
(C.A.R.E.) COURT



CARE Court Overview

- A new framework designed to link individuals with **specific** mental health disorders to county behavioral health to receive the support and care they need.
 - Designed as a diversion process to prevent conservatorship or incarceration.
- Connects a person to a court-ordered Care Plan for up to 24 months.
 - Clinically prescribed, individualized treatment plan, with supportive services and dedicated team.



Criteria and Eligibility

- 18 years of age or older
- Not clinically stable in ongoing voluntary treatment
- Currently experiencing a severe mental illness, with a diagnosis of schizophrenia spectrum or other psychotic disorders
- And at least one of the following is true:
 - The person is unlikely to survive safely in the community without supervision and the person's condition is substantially deteriorating; OR
 - The person needs services in order to prevent a relapse or deterioration that would result in grave disability, or serious harm to self or others.

What are Schizophrenia Spectrum and Other Psychotic Disorders?

- ***NOTE: Diagnoses must be determined by a Licensed Practitioner of the Healing Arts with a scope of practice that includes assessment and diagnosis of behavioral health disorders. Other concerns must be ruled out before a mental health diagnosis is made**
- From the Diagnostic and Statistical Manual of Mental Disorders 5th Edition (DSM-5)
 - May include any of the following symptoms causing clinically significant distress:
 - Delusions
 - Hallucinations
 - Disorganized Thinking (Speech)
 - Grossly Disorganized or Abnormal Motor Behavior
 - Including Catatonic behavior
 - Negative Symptoms
 - Diminished emotional expression
 - Decrease in self-initiated purposeful activities
 - Diminished speech
 - Lack of interest in social activities

How is someone referred to CARE Court?



A petition may be submitted by the following individuals:

- ✓ Family member
- ✓ Adult Roommate
- ✓ First responder
- ✓ Provider/clinician
- ✓ Public guardian
- ✓ Adult protective services
- ✓ County behavioral health
- ✓ Indian Health services
- ✓ Tribal courts,
- ✓ Hospital Director
- ✓ Court
- ✓ Respondent (self-referral)

- The petition must contain facts supporting how the respondent meets criteria for CARE Court, AND
- Either of the following:
 - ✓ Affidavit of eligibility by a licensed behavioral health professional or;
 - ✓ Written evidence that the respondent was detained for at least 2 involuntary inpatient treatment episodes, 1 of which was in the past 60 days.

Caution: petitions must be valid

If a person or organization files multiple petitions found to be without merit or intended to harass or annoy, the court may consider that party a “vexatious litigant” under California law.



How To Initiate the Care Court Process



First, the petitioner fills out the CARE court petition form, which includes:

Either of the following:

An affidavit of eligibility by a licensed behavioral health professional

OR

Evidence that the respondent has been detained for at least two involuntary inpatient treatment episodes, with one in the last 60 days.

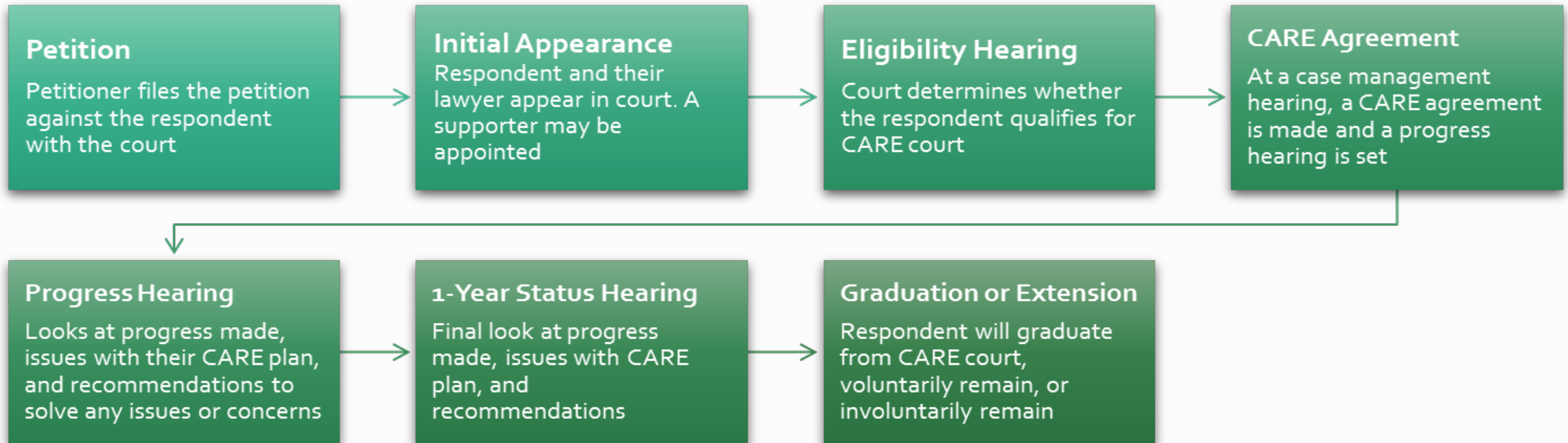


Second, the court reviews the petition to verify the petitioner provided enough evidence that the responded is, or may be, eligible.

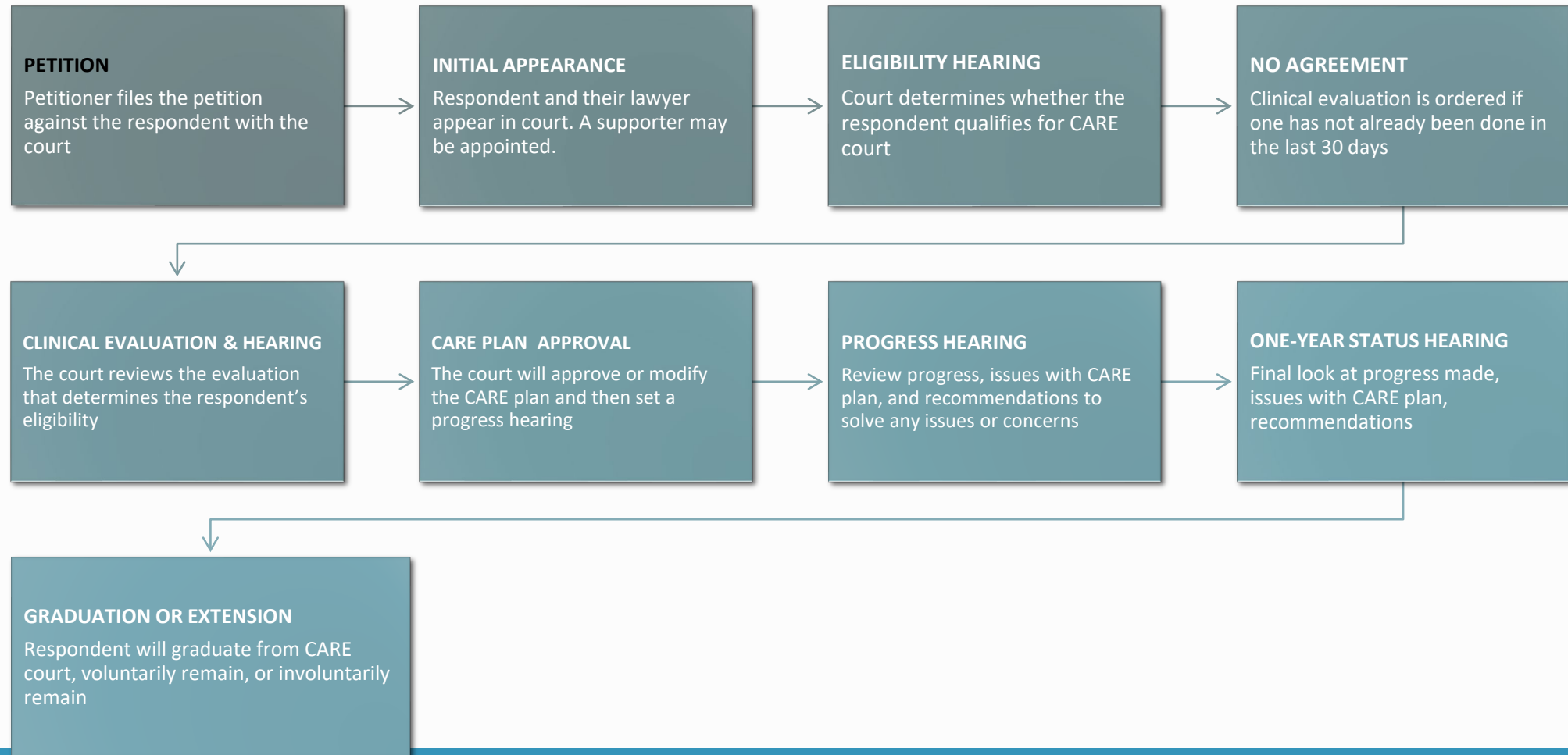


Third, if there is sufficient evidence, then the case is set for an initial appearance within 14 days and directs the County Behavioral Health Agency to evaluate and attempt to engage the respondent into voluntary services.

Voluntary Services Agreement Process



Court-Ordered Services Process



The CARE Agreement/CARE Plan

Both the CARE Agreement and CARE Plan contain the same elements, and may include the following services as needed:

- Behavioral Health Services
- Medications
- Housing resources
- Social Services
- Other general services



Development of the Care Plan



The CARE plan is jointly developed by County Behavioral Health, with the respondent, their counsel and supporter within 14 days of establishing eligibility.

The county, the parties, or both, may present a proposed CARE Plan to the court.

Elements of the CARE plan will be approved by the Judge and can be adopted via court order.



CARE Plan: Medication Orders

Stabilization medications: antipsychotic medications to reduce symptoms of hallucinations, delusions, and disorganized thinking.

Can be court ordered;

Cannot be forcibly administered; AND,

The respondent **cannot be** penalized for failure to comply with medication order.

Respondent's Rights



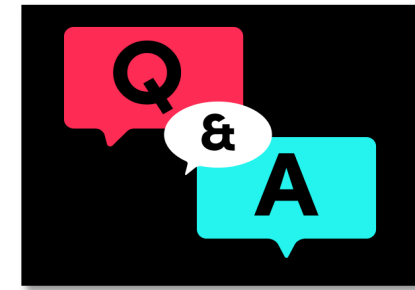
Respondent's Rights

- Receive notice of the hearing
- Receive a copy of the court-ordered evaluation
- Be represented by an attorney
- Have a supporter present
- Be present at the hearings or waive the right to be present
- Present evidence at a hearing (of ineligibility, good progress, etc.)
- Call witnesses at a hearing to testify (of ineligibility, good progress, etc.)
- Cross-examine petitioner's witnesses at a hearing
- Appeal the court's decisions, and be told of this right

Voluntary Supporter

- Respondents may choose a voluntary “supporter” to aid them throughout the CARE Court process. The supporter will:
 - Help the respondent understand, consider, and communicate informed and self-directed choices and decisions
 - Help prevent the need for more restrictive alternatives, such as conservatorship
- The supporter may be present at all hearings, as requested by the respondent.
- Training is available for voluntary supporters, to help understand the importance of their role in CARE Court.

Frequently Asked Questions



Can anyone be referred to CARE Court?

No. CARE Court has specific criteria, and petitions must come from an allowable source with all required elements.

How can I refer someone to CARE Court?

A person can only enter the program through the petition process.

Is CARE Court involuntary or forced treatment?

No. There are steps throughout the process to engage respondents voluntarily in treatment. If the respondent does not participate in CARE, they may be subject to additional court hearings, but ultimately CARE is a voluntary Civil Court Process.

Does CARE Court add additional services not previously offered?

No. CARE Court utilizes existing services already offered by counties but offers a different framework to deliver those services.

Is CARE Court only for persons experiencing homelessness?

No. While homelessness may be one of the concerns for the respondent, it is not a requirement for participation in the program. CARE Court is designed for persons with specific mental health diagnoses, who are at risk for remaining safely in the community.

Contacts

Joe Hallett, LCSW

Glenn County Behavioral Health Director
HHSA Deputy Director
530-934-6582

jhallett@countyofglenn.net

Kristin Doyle , LCSW

Program Manager, Adult Mental Health Services
Glenn County Behavioral Health
530-865-6459

KDoyle@countyofglenn.net



PUBLIC HEARING



Date: May 23, 2022
To: Honorable Mayor and Councilmembers
From: Nathan Monck, Fire Chief
Marti Brown, City Manager
Subject: Weed Abatement Declarations

Recommendation:

Upon opening the Public Hearing, listen to protest from property owners concerning declared nuisances and direct staff accordingly.

Rationale for Recommendation:

This process was outlined and approved by the City Council of the City of Willows. The public hearing affords members of the public to contest declared weed abatement nuisances that were adopted at the April 25, 2023, City Council meeting.

Background:

On April 25, 2023, the City Council adopted a resolution declaring rubbish, refuse, and weeds to be a public nuisance. The Willow's Fire Department surveyed areas of the City with reported and/or observed nuisances. Property owners were notified that they must remove all nuisances, or the City would perform the task for them and bill the property owner accordingly. This public hearing is the opportunity for property owners to contest the declaration of any and all nuisances. This public hearing was published in the local newspaper of general circulation.

Discussion & Analysis:

In early 2023, there was significant rainfall leading to greater-than-normal weed growth. As a result, many more notices were issued in 2023 than in prior years due to weather conditions. It is anticipated that many of the properties on the list have already been abated based on received self-abatement declarations.

Fiscal Impact:

There is no fiscal impact.

Attachment:

- Attachment 1: Resolution XX-2023



**City of Willows
Resolution xx-2023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS CONFIRMING COSTS OF
ABATEMENTS AMENDED AND DECLARING THEM A SPECIAL ASSESSMENT**

WHEREAS, the parcels listed and adopted by resolution were declared a nuisance and ordered to abate as of the Council meeting of April 25, 2023; and

WHEREAS, the required notices as set forth in Section 39500 through 39588 of the Government Code have been sent as required by law; and

WHEREAS, the owners of said parcels have an opportunity to protest at public hearing.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Willows held the required public protest hearing on May 23, 2023, and hereby confirms the findings of the April 25th 2023 declarations set forth in Resolution 19-2023.

PASSED AND ADOPTED by the City Council of the City of Willows this 23rd day of May 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Richard Thomas, Mayor

Tara Rustenhoven, Deputy City Clerk



PUBLIC COMMENT & CONSENT CALENDAR FORUM



PERIOD

05/03/2023 TO 05/19/2023

Payroll Direct Deposit	Z46500	TO	Z46533
General Checking	40699	TO	40707
Check Register	053012	TO	053054 Batch 28

APPROVAL DATE 05/23/2023

APPROVED _____

REPORT.: 05/08/23
 RUN...: 05/08/23 Time: 16:39
 Run By.: Katie Butler

CITY OF WILLOWS
 Check Register

PAGE: 001
 ID #: PRCR
 CTL: WIL

Check Number	Date	Payroll Date	**Employee** Num Name	Actual Period	Fiscal Period	Gross Amount
Z46500	05/08/23	05/07/23	HAN02 HANSEN, GARY L	05-23	11-23	250.00
Z46501	05/08/23	05/07/23	HOF01 HOFHENKE, CASEY	05-23	11-23	250.00
Z46502	05/08/23	05/07/23	THO00 THOMAS, RICHARD	05-23	11-23	250.00
Z46503	05/08/23	05/07/23	VOD00 VODDEN, DAVID	05-23	11-23	250.00
Z46504	05/08/23	05/07/23	WIL02 WILLIAMS, JEFF	05-23	11-23	250.00
Z46505	05/08/23	05/07/23	BRO01 Brown, Martha	05-23	11-23	5955.77
Z46506	05/08/23	04/30/23	BUR00 Burt, Kellie D	05-23	11-23	50.00
Z46507	05/08/23	05/07/23	BUT01 BUTLER, KATIE LEEANN	05-23	11-23	2117.38
Z46508	05/08/23	04/30/23	EHO00 EHORN, MARIA ANNETTE	05-23	11-23	100.00
Z46509	05/08/23	05/07/23	FAH00 FAHEY, LORI	05-23	11-23	3384.77
Z46510	05/08/23	04/30/23	MEY00 MYERS, HOLLY	05-23	11-23	100.00
Z46511	05/08/23	05/07/23	WAC00 WACKERMAN, JANET	05-23	11-23	675.40
Z46512	05/08/23	05/07/23	BOB00 BOBADILLA, PEDRO D	05-23	11-23	50.00
Z46513	05/08/23	05/07/23	PIA00 PIATT, JAMES PATRICK	05-23	11-23	4807.69
Z46514	05/08/23	05/07/23	RUS01 RUSTENHOVEN, TARA L	05-23	11-23	2424.09
Z46515	05/08/23	05/07/23	ARE00 Arellanes, Ashley Marie	05-23	11-23	653.98
Z46516	05/08/23	05/07/23	BRI00 BRIONES, BRENDA VALENZU	05-23	11-23	256.00
Z46517	05/08/23	05/07/23	EHO02 EHORN, CAITLIN A	05-23	11-23	1442.13
Z46518	05/08/23	05/07/23	GAM00 GAMBOA, YADIRA	05-23	11-23	352.00
Z46519	05/08/23	05/07/23	SPE02 SPENCE, KYLIEGH C	05-23	11-23	544.00
Z46520	05/08/23	05/07/23	VAR00 Vargas, Giovanni	05-23	11-23	592.00
Z46521	05/08/23	05/07/23	HUT04 HUTSON, KRISTINA RENEE	05-23	11-23	921.25
Z46522	05/08/23	05/07/23	ENO00 ENOS, KYLE	05-23	11-23	2301.86
Z46523	05/08/23	05/07/23	LOM00 LOMBARD, TYLER JOSEPH	05-23	11-23	2189.41
Z46524	05/08/23	05/07/23	LOP02 Lopez, Jose	05-23	11-23	1863.47
Z46525	05/08/23	05/07/23	MON00 MONCK, NATHANIAL T	05-23	11-23	4538.77
Z46526	05/08/23	05/07/23	RAK00 RAKESTRAW, SHANE	05-23	11-23	71.24
Z46527	05/08/23	05/07/23	ABO00 ABOLD, STEVEN B	05-23	11-23	2093.18
Z46528	05/08/23	05/07/23	CAZ01 Cazares, Benjamin L.	05-23	11-23	1734.13
Z46529	05/08/23	05/07/23	MIN00 MINGS, MICHAEL E	05-23	11-23	1907.60
Z46530	05/08/23	05/07/23	PFY00 PFYL, NATISA N	05-23	11-23	3001.51
Z46531	05/08/23	05/07/23	RAN01 RANDOLPH, MATTHEW	05-23	11-23	2054.74
Z46532	05/08/23	05/07/23	REE00 REED, JOSHUA	05-23	11-23	1567.81
Z46533	05/08/23	05/07/23	VAS01 VASQUEZ, PEDRO CESAR	05-23	11-23	2550.40
						51550.58

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REPORT.: 05/08/23
 RUN...: 05/08/23 Time: 16:39
 Run By.: Katie Butler

CITY OF WILLOWS
 Check Register

PAGE: 001
 ID #: PRCR
 CTL.: WIL

Check Number	Date	Payroll Date	**Employee** Num Name	Actual Period	Fiscal Period	Gross Amount	Tax Amount	Deduction Amount	Check Amount
Z46500	05/08/23	05/07/23	HAN02 HANSEN, GARY L	05-23	11-23	250.00	19.13	230.87	.00
Z46501	05/08/23	05/07/23	HOF01 HOPHENKE, CASEY	05-23	11-23	250.00	21.38	228.62	.00
Z46502	05/08/23	05/07/23	THO00 THOMAS, RICHARD	05-23	11-23	250.00	21.38	228.62	.00
Z46503	05/08/23	05/07/23	VOD00 VODDEN, DAVID	05-23	11-23	250.00	21.38	228.62	.00
Z46504	05/08/23	05/07/23	WIL02 WILLIAMS, JEFF	05-23	11-23	250.00	19.13	230.87	.00
Z46505	05/08/23	05/07/23	BRO01 Brown, Martha	05-23	11-23	5955.77	1931.32	4024.45	.00
Z46506	05/08/23	04/30/23	BUR00 Burt, Kellie D	05-23	11-23	50.00	4.28	45.72	.00
Z46507	05/08/23	05/07/23	BUT01 BUTLER, KATIE LEEANN	05-23	11-23	2117.38	554.13	1563.25	.00
Z46508	05/08/23	04/30/23	EHO00 EHORN, MARIA ANNETTE	05-23	11-23	100.00	8.55	91.45	.00
Z46509	05/08/23	05/07/23	FAH00 FAHEY, LORI	05-23	11-23	3384.77	831.77	2553.00	.00
Z46510	05/08/23	04/30/23	MEY00 MYERS, HOLLY	05-23	11-23	100.00	8.55	91.45	.00
Z46511	05/08/23	05/07/23	WAC00 WACKERMAN, JANET	05-23	11-23	675.40	62.97	612.43	.00
Z46512	05/08/23	05/07/23	BOB00 BOBADILLA, PEDRO D	05-23	11-23	50.00	4.28	45.72	.00
Z46513	05/08/23	05/07/23	PIA00 PIATT, JAMES PATRICK	05-23	11-23	4807.69	1758.42	3049.27	.00
Z46514	05/08/23	05/07/23	RUS01 RUSTENHOVEN, TARA L	05-23	11-23	2424.09	610.28	1813.81	.00
Z46515	05/08/23	05/07/23	ARE00 Arellanes, Ashley Marie	05-23	11-23	653.98	68.05	585.93	.00
Z46516	05/08/23	05/07/23	BRI00 BRIONES, BRENDA VALENZU	05-23	11-23	256.00	31.88	224.12	.00
Z46517	05/08/23	05/07/23	EHO02 EHORN, CAITLIN A	05-23	11-23	1442.13	346.48	1095.65	.00
Z46518	05/08/23	05/07/23	GAM00 GAMBOA, YADIRA	05-23	11-23	352.00	38.66	313.34	.00
Z46519	05/08/23	05/07/23	SPE02 SPENCE, KYLIEGH C	05-23	11-23	544.00	47.65	496.35	.00
Z46520	05/08/23	05/07/23	VAR00 Vargas, Giovanni	05-23	11-23	592.00	56.54	535.46	.00
Z46521	05/08/23	05/07/23	HUT04 HUTSON, KRISTINA RENEE	05-23	11-23	921.25	171.90	749.35	.00
Z46522	05/08/23	05/07/23	ENO00 ENOS, KYLE	05-23	11-23	2301.86	716.70	1585.16	.00
Z46523	05/08/23	05/07/23	LOM00 LOMBARD, TYLER JOSEPH	05-23	11-23	2189.41	629.91	1559.50	.00
Z46524	05/08/23	05/07/23	LOP02 Lopez, Jose	05-23	11-23	1863.47	611.81	1251.66	.00
Z46525	05/08/23	05/07/23	MON00 MONCK, NATHANIAL T	05-23	11-23	4538.77	1658.83	2879.94	.00
Z46526	05/08/23	05/07/23	RAK00 RAKESTRAW, SHANE	05-23	11-23	71.24	6.09	65.15	.00
Z46527	05/08/23	05/07/23	ABO00 ABOLD, STEVEN B	05-23	11-23	2093.18	471.62	1621.56	.00
Z46528	05/08/23	05/07/23	CAZ01 Cazares, Benjamin L.	05-23	11-23	1734.13	357.10	1377.03	.00
Z46529	05/08/23	05/07/23	MIN00 MINGS, MICHAEL E	05-23	11-23	1907.60	641.51	1266.09	.00
Z46530	05/08/23	05/07/23	PFY00 PFYL, NATISA N	05-23	11-23	3001.51	825.81	2175.70	.00
Z46531	05/08/23	05/07/23	RAN01 RANDOLPH, MATTHEW	05-23	11-23	2054.74	496.44	1558.30	.00
Z46532	05/08/23	05/07/23	REE00 REED, JOSHUA	05-23	11-23	1567.81	252.34	1315.47	.00
Z46533	05/08/23	05/07/23	VAS01 VASQUEZ, PEDRO CEASAR	05-23	11-23	2550.40	515.74	2034.66	.00
						51550.58	13822.01	37728.57	.00

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Number	Date	Vendor/Organization	Invoice Id	Date	Description/Reference	Period	Amount	Amount Paid
40699	05/10/23	AFL02 AFLAC WAGE WORKS	C30508	05/08/23	AFLAC DEPENDENT PRETAX	05-23	142.31	142.31
40700	05/10/23	CAL23 CALIFORNIA STATE DISBURSEM	C30508	05/08/23	CHILD SUPPORT	05-23	162.92	162.92
40701	05/10/23	EDD01 EMPLOYMENT DEVELOP.DEPT. S	C30508	05/08/23	STATE INCOME TAX	05-23	1371.64	1371.64
40702	05/10/23	EDD02 EMPLOYMENT DEVELOPMENT DEP	C30508	05/08/23	SDI	05-23	445.66	445.66
40703	05/10/23	ICM01 ICMA RETIREMENT TRUST 457	C30508	05/08/23	DEFERRED COMP - ICMA	05-23	200.00	200.00
40704	05/10/23	NAT00 NATIONWIDE RETIREMENT SOLU	C30508	05/08/23	USCM DEF. COMP. NAT	05-23	1070.34	
40704	05/10/23	NAT00 NATIONWIDE RETIREMENT SOLU	1C30508	05/08/23	USCM DEF. COMP. MTCH	05-23	278.85	1349.19
40705	05/10/23	PER01 P.E.R.S.	C30508	05/08/23	PERS PAYROLL REMITTANCE	05-23	8417.09	8417.09
40706	05/10/23	UMP00 UMPQUA BANK	C30508	05/08/23	DIRECT DEPOSIT	05-23	35065.29	35065.29
40707	05/10/23	UMP01 UMPQUA BANK - MYTAXPAYER	C30508	05/08/23	FEDERAL INCOME TAX	05-23	3728.11	
40707	05/10/23	UMP01 UMPQUA BANK - MYTAXPAYER	1C30508	05/08/23	FICA	05-23	6202.08	
40707	05/10/23	UMP01 UMPQUA BANK - MYTAXPAYER	2C30508	05/08/23	MEDICARE	05-23	1450.54	11380.73
TOTAL DISBURSED							58534.83	58534.83

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				Invoice Date	Actual Period						
Invoice No	Description			Due Date	Fiscal Tm	Discount G/L Account No	Gross Amount	Discount Amount	Net Amount		
Check #.: 053012				Check Date.: 03/09/23	Vendor I.D.: AME02 (ARAMARK)						
28086-	CLEANING UNIFORMS FOR PUBLIC WORKS			02/21/23	03-23		158.78	.00	158.78		
				03/09/23	09-23						
33443-	CLEANING UNIFORMS FOR PUBLIC WORKS			02/28/23	03-23		158.78	.00	158.78		
				03/09/23	09-23						
39012-	CLEANING UNIFORMS FOR PUBLIC WORKS			03/07/23	03-23		158.78	.00	158.78		
				03/09/23	09-23						
** Vendor's Subtotal ----->							476.34	.00	476.34		
Check #.: 053013				Check Date.: 03/09/23	Vendor I.D.: ATT01 (A.T.& T.)						
C30307-	TELEPHONE EXP. FOR 1-19-23 TO 2-18-23			02/19/23	03-23	A	1219.29	.00	1219.29		
				03/09/23	09-23						
Check #.: 053014				Check Date.: 03/09/23	Vendor I.D.: BAR01 (WILLOWS AUTO PARTS)						
651400-	HYDRAULIC HOSE			02/07/23	03-23	A	17.50	.00	17.50		
				03/09/23	09-23						
651451-	SPOTLAMP & WORK LAMP			02/07/23	03-23	A	55.82	.00	55.82		
				03/09/23	09-23						
651614-	BOXED MINIATURES			02/09/23	03-23	A	16.77	.00	16.77		
				03/09/23	09-23						
651654-	VALVE CVR GASKET SET			02/09/23	03-23	A	31.99	.00	31.99		
				03/09/23	09-23						
651936-	FUEL FILTER AND OIL FILTER			02/14/23	03-23	A	24.47	.00	24.47		
				03/09/23	09-23						
651996-	AIR FILTER			02/14/23	03-23	A	15.85	.00	15.85		
				03/09/23	09-23						
652247-	TAPE ELECTRIC 5COLORS			02/17/23	03-23	A	17.14	.00	17.14		
				03/09/23	09-23						
652892-	STRIPE OFF WHL KIT & DEF CAP			02/27/23	03-23	A	103.51	.00	103.51		
				03/09/23	09-23						
** Vendor's Subtotal ----->							283.05	.00	283.05		

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		Invoice Date	Actual Period						
Invoice No	Description	Due Date	Fiscal	Tm	G/L Account No	Discount	Gross Amount	Discount Amount	Net Amount
Check #.: 053015 Check Date.: 03/09/23		Vendor I.D.: BAS00 (ANGELA BASSETTI)							
0082-	PAINTING IN CITY HALL	10/03/22	03-23				532.50	.00	532.50
		03/09/23	09-23						
Check #.: 053016 Check Date.: 03/09/23		Vendor I.D.: CAL01 (CALIFORNIA WATER SERVICE CO.)							
C30307-	WATER & SEWER FOR ACCT 7777	02/13/23	03-23	A			2953.71	.00	2953.71
		03/09/23	09-23						
Check #.: 053017 Check Date.: 03/09/23		Vendor I.D.: CEN01 (CENTRAL SUPPLY INTERNATIONAL)							
1783-	RADIO INTERFACE: MOTOROLA XTL & APX MOBIL , ECT	02/07/23	03-23				394.43	.00	394.43
		03/09/23	09-23						
Check #.: 053018 Check Date.: 03/09/23		Vendor I.D.: CLE03 (CLEARWAY ENERGY LLC)							
965116-	KWH CHARGES FOR 1-1-23 TO 1-31-23	02/16/23	03-23				1061.08	.00	1061.08
		03/09/23	09-23						
Check #.: 053019 Check Date.: 03/09/23		Vendor I.D.: COA00 (COASTLAND CIVIL ENGINEERING)							
55361-	72-4949 WILLOWS PACIFIC AVE	12/31/22	03-23				7316.85	.00	7316.85
		03/09/23	09-23						
55430-	HAMPTON INN HOTEL	12/31/22	03-23				160.00	.00	160.00
		03/09/23	09-23						
55436-	724818 WILLOWS- N LASSEN ST CM	12/31/22	03-23				56.25	.00	56.25
		03/09/23	09-23						
55447-	724962 337 N LASSEN DEVELOPMENT	12/31/22	03-23				56.25	.00	56.25
		03/09/23	09-23						
55448-	SUNDIAL COLLECTIVES DEVELOPMENT	12/31/22	03-23				281.25	.00	281.25
		03/09/23	09-23						
55451-	THORPE PARCEL MAP- FRENCH STREET	12/31/23	03-23				1460.88	.00	1460.88
		03/09/23	09-23						
55589-	724994 FY22-23 PAVEMENT PROJECT	01/31/23	03-23				3403.75	.00	3403.75
		03/09/23	09-23						
55637-	THORPE PARCEL MAP- FRENCH STREET	01/31/23	03-23				112.50	.00	112.50
		03/09/23	09-23						
55639-	WILLOWS CITY ENGINEERING 22/23	01/31/23	03-23				9675.00	.00	9675.00
		03/09/23	09-23						
55641-	245 S TEHAMA ST- NEW 4PLEX	01/31/23	03-23				2200.00	.00	2200.00
		03/09/23	09-23						
55649-	HAMPTON INN HOTEL	01/31/23	03-23				336.25	.00	336.25
		03/09/23	09-23						

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					Invoice Date	Actual Period					
Invoice	No	Description			Due Date	Fiscal	Tm	Discount G/L Account No	Gross Amount	Discount Amount	Net Amount
Check #.: 053019 Check Date.: 03/09/23					Vendor I.D.: COA00 (COASTLAND CIVIL ENGINEERING)						
55653-	1240 W WOOD JACK IN THE BOX SIGNAGE				01/31/23	03-23			492.50	.00	492.50
					03/09/23	09-23					
55658-	CITY OF WILLOWS BUILDING DEPT SERVICES				01/31/23	03-23			487.50	.00	487.50
					03/09/23	09-23					
55659-	724818 WILLOWS- N LASSEN ST CM				01/31/23	03-23			56.25	.00	56.25
					03/09/23	09-23					
55667-	219 N COLUSA ST- NEW STORANGE BLDGS				02/01/23	03-23			293.75	.00	293.75
					03/09/23	09-23					
55690-	72-4949 WILLOWS PACIFIC AVE CM				01/31/23	03-23			1480.00	.00	1480.00
					03/09/23	09-23					
55695-	JACK IN THE BOX DEVELOPMENT - 1240 WOOD ST				01/31/23	03-23			2800.00	.00	2800.00
					03/09/23	09-23					
55696-	6504 COUNTY RD 57- SOLAR				01/31/23	03-23			397.50	.00	397.50
					03/09/23	09-23					
55723-	724989 WILLOWS LLAD FY 23-24				01/31/23	03-23			357.50	.00	357.50
					03/09/23	09-23					
** Vendor's Subtotal ----->									31423.98	.00	31423.98
Check #.: 053020 Check Date.: 03/09/23					Vendor I.D.: COM16 (COMCAST CABLE)						
C30303-	SERVICE FROM 2-19 TO 3-18-23 ACCT 6196				02/14/23	03-23			152.94	.00	152.94
					03/09/23	09-23					
C30307-	SERVICE FROM 3-1-23 TO 3-28-23 ACCT 5941				02/24/23	03-23			147.94	.00	147.94
					03/09/23	09-23					
** Vendor's Subtotal ----->									300.88	.00	300.88
Check #.: 053021 Check Date.: 03/09/23					Vendor I.D.: COR02 (CORBIN WILLITS SYSTEMS)						
000C30215-	Cont.Serv. Finance				02/15/23	03-23	A		500.00	.00	500.00
					03/09/23	09-23					
00C302151-	Cont.Serv. Finance				02/15/23	03-23	A		436.84	.00	436.84
					03/09/23	09-23					
** Vendor's Subtotal ----->									936.84	.00	936.84

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		Due Date	Fiscal					
Check #.: 053022 Check Date.: 03/09/23		Vendor I.D.: CUR01	(L.N. CURTIS & SONS)					
678750-	YVA-3010 LINE VALVE REPLACEMENT	02/22/23 03/09/23	03-23 09-23	A		80.55	.00	80.55
Check #.: 053023 Check Date.: 03/09/23		Vendor I.D.: ENO00	(KYLE ENOS)					
C30308-	UNIFORM ALLOWANCE FOR Q1 2023	03/08/23 03/09/23	03-23 09-23			215.00	.00	215.00
Check #.: 053024 Check Date.: 03/09/23		Vendor I.D.: FED00	(FEDEX)					
805624132-	FEDEX OVERNIGHT SHIPPING	03/03/23 03/09/23	03-23 09-23			39.77	.00	39.77
Check #.: 053025 Check Date.: 03/09/23		Vendor I.D.: FLO02	(EDWARD FLOWERDEW)					
C30309-	REIMBURSEMENT FOR SEWER CHARGE 2021-2022	03/09/23 03/09/23	03-23 09-23			566.28	.00	566.28
Check #.: 053026 Check Date.: 03/09/23		Vendor I.D.: GAN01	(GANDY-STALEY OIL CO.)					
C30303-	FUEL FOR PUBLIC WORKS - FEB 2023	02/28/23 03/09/23	03-23 09-23	A		3046.47	.00	3046.47
Check #.: 053027 Check Date.: 03/09/23		Vendor I.D.: GLE09	(GLENN CO. OFFICE OF EDUCATION)					
20230301-	TWO LIVE SCAN	03/01/23 03/09/23	03-23 09-23	A		40.00	.00	40.00
Check #.: 053028 Check Date.: 03/09/23		Vendor I.D.: GLE53	(GLENN GROUDWATER AUTHORITY)					
23GGA13-	GGA FUNDING OBLIGATION- PER RESOLUTION APPROVED	02/28/23 03/09/23	03-23 09-23			2607.46	.00	2607.46

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		Due Date	Fiscal Tm					
Check #.: 053029 Check Date.: 03/09/23		Vendor I.D.: GOL02 (GOLDEN MANAGEMENT SERVICES INC.)						
C30307-	REIMBURSEMENT FOR 600N HUMBOLT	03/07/23 03/09/23	03-23 09-23			14000.00	.00	14000.00
Check #.: 053030 Check Date.: 03/09/23		Vendor I.D.: HOF00 (CASEY HOFHENKE)						
C30307-	REIMBURSEMENT FOR PARKING AT CONFERENCE IN SAC.	03/07/23 03/09/23	03-23 09-23			100.00	.00	100.00
Check #.: 053031 Check Date.: 03/09/23		Vendor I.D.: INK01 (THE INKWELL)						
3989-	TONER	02/22/23 03/09/23	03-23 09-23	A		350.68	.00	350.68
Check #.: 053032 Check Date.: 03/09/23		Vendor I.D.: KNI03 (KNIFE RIVER CONSTRUCTION)						
284789-	WET PATCH AND ENVIRONMENTAL FEE	02/27/23 03/09/23	03-23 09-23			299.98	.00	299.98
Check #.: 053033 Check Date.: 03/09/23		Vendor I.D.: LOM00 (TYLER LOMBARD)						
C30308-	UNIFORM ALLOWANCE Q1 2023	03/08/23 03/09/23	03-23 09-23			215.00	.00	215.00
Check #.: 053034 Check Date.: 03/09/23		Vendor I.D.: LOP00 (JOSE LOPEZ)						
C30308-	UNIFORM ALLOWANCE FOR Q1 2023	03/08/23 03/09/23	03-23 09-23			215.00	.00	215.00
Check #.: 053035 Check Date.: 03/09/23		Vendor I.D.: MAT01 (MATSON & ISOM TECHNOLOGY CONSULTING INC)						
87326-	WORK ON WEBPAGE	02/28/23 03/09/23	03-23 09-23			371.25	.00	371.25
87328-	NETWORK INFRASTRUCTURE REFRESH	02/28/23 03/09/23	03-23 09-23			555.00	.00	555.00
0025608-	CISCO MERAKI MS25048FP POE CLOUD MANAGED, ECT.	02/22/23 03/09/23	03-23 09-23			6112.18	.00	6112.18
** Vendor's Subtotal ----->						7038.43	.00	7038.43

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		Due Date	Fiscal					
Check #.: 053036 Check Date.: 03/09/23		Vendor I.D.: MEN02 (MENDES SUPPLY COMPANY)						
062537-	BLACK LINER, PERFORMANCE PLUS 33X39	03/02/23 03/09/23	03-23 09-23			202.62	.00	202.62
Check #.: 053037 Check Date.: 03/09/23		Vendor I.D.: MID01 (MIDAMERICA ADMIN & RETIREMENT SOLUTIONS)						
0197890-	HRA ADMIN SERVICES 4Q22 FEE	02/27/23 03/09/23	03-23 09-23			75.00	.00	75.00
Check #.: 053038 Check Date.: 03/09/23		Vendor I.D.: MJB01 (MJB WELDING SUPPLY, INC.)						
01422386-	CYLINDER RENTAL	02/28/23 03/09/23	03-23 09-23	A		44.80	.00	44.80
Check #.: 053039 Check Date.: 03/09/23		Vendor I.D.: MUN00 (MUNICIPAL RESOURCE GROUP LLC)						
1840240-	CUSTOM FXR TURNOUT COAT AND PANTS	03/02/23 03/09/23	03-23 09-23			3094.16	.00	3094.16
Check #.: 053040 Check Date.: 03/09/23		Vendor I.D.: NOR43 (ACCESS)						
10046792-	EXECUTIVE CONSOLE- SERVICE	02/28/23 03/09/23	03-23 09-23			95.55	.00	95.55
Check #.: 053041 Check Date.: 03/09/23		Vendor I.D.: NSW00 (NORTH STATE WATER TREATMENT)						
1097-	MONTHLY SERVICE FOR 2-23	03/01/23 03/09/23	03-23 09-23			150.00	.00	150.00
Check #.: 053042 Check Date.: 03/09/23		Vendor I.D.: PAP00 (PAPE MACHINERY INC.)						
14212167-	MOWER BLADE	02/14/23 03/09/23	03-23 09-23			118.88	.00	118.88
14243409-	BLADE	03/02/23 03/09/23	03-23 09-23			5.45	.00	5.45
** Vendor's Subtotal ----->						124.33	.00	124.33

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Invoice No	Description	Due Date	Fiscal Tm	G/L Account No	Discount	Gross Amount	Discount Amount	Net Amount	
Check #.: 053043 Check Date.: 03/09/23		Vendor I.D.: PAX00 (WYATT PAXTON)							
643-	FEB 2023 PERMIT SERVICES, COUNTER, CODE ENFORCE.	03/06/23 03/09/23	03-23 09-23			3725.00	.00	3725.00	
Check #.: 053044 Check Date.: 03/09/23		Vendor I.D.: PGE01 (PG & E)							
C30307-	UTILITY-ELECTRIC FOR ACCT 1537	02/14/23 03/09/23	03-23 09-23	A		11675.06	.00	11675.06	
Check #.: 053045 Check Date.: 03/09/23		Vendor I.D.: SAF03 (SAFETY TIRE SERVICE)							
55784-	LT245/75R17/10 COOP DSC HT3	02/17/23 03/09/23	03-23 09-23			607.99	.00	607.99	
Check #.: 053046 Check Date.: 03/09/23		Vendor I.D.: SEV00 (INFRAMARK, LLC)							
87946-	BASE OPERATING FEE AND REPAIRS & MAINT.	01/04/23 03/09/23	03-23 09-23			51434.48	.00	51434.48	
90928-	SERVICES PROVIDED FOR THE MONTH OF MARCH 2023	03/07/23 03/09/23	03-23 09-23			54219.98	.00	54219.98	
** Vendor's Subtotal ----->						105654.46	.00	105654.46	
Check #.: 053047 Check Date.: 03/09/23		Vendor I.D.: SUN07 (SUN LIFE FINANCIAL)							
C30307-	BILLING PERIOD 2-1-23 TO 2-28-23	03/07/23 03/09/23	03-23 09-23			1283.62	.00	1283.62	
Check #.: 053048 Check Date.: 03/09/23		Vendor I.D.: USB02 (US BANK)							
495279606-	EQUIPMENT MAINT.	02/24/23 03/09/23	03-23 09-23			676.26	.00	676.26	

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		Due Date	Fiscal Tm					
Check #.: 053049 Check Date.: 03/09/23		Vendor I.D.: VER02 (VERIZON WIRELESS)						
992867914-	TELEPHONE EXP. JAN 27- FEB 26, 2023	03/07/23 03/09/23	03-23 09-23			394.50	.00	394.50
Check #.: 053050 Check Date.: 03/09/23		Vendor I.D.: WAL07 (WAL-MART COMMUNITY)						
164704086-	FEB 2023 STATEMENT	02/19/23 03/09/23	03-23 09-23			239.80	.00	239.80
Check #.: 053051 Check Date.: 03/09/23		Vendor I.D.: WAS00 (WASTE MANAGEMENT)						
C30307-	TRASH FOR JENSEN PARK	03/07/23 03/09/23	03-23 09-23			400.73	.00	400.73
Check #.: 053052 Check Date.: 03/09/23		Vendor I.D.: WIL17 (WILLDAN)						
713726-	FOR PROFESSIONAL SERVICES RENDER THROUGH 1-27-23	02/24/23 03/09/23	03-23 09-23			10244.50	.00	10244.50
Check #.: 053053 Check Date.: 03/09/23		Vendor I.D.: WILHD (WILLOWS HARDWARE, INC.)						
275035-	SPROCKET	02/05/23 03/09/23	03-23 09-23	A		62.19	.00	62.19
280874-	SLOTTED NUTS	02/24/23 03/09/23	03-23 09-23	A		46.92	.00	46.92
281211-	AIR FILTER	02/16/23 03/09/23	03-23 09-23	A		18.22	.00	18.22
281469-	SPARKPLUG, AIR FILTER, SAW CHAIN, ECT	02/05/23 03/09/23	03-23 09-23	A		151.95	.00	151.95
282940-	ROPE, DIP STICK TUBE, FILTER & SPARKPLUG	02/14/23 03/09/23	03-23 09-23	A		91.15	.00	91.15
283067-	SPARKPLUG, ECT.	02/06/23 03/09/23	03-23 09-23	A		23.56	.00	23.56
283096-	MARKING PAINT	02/28/23 03/09/23	03-23 09-23	A		19.28	.00	19.28
** Vendor's Subtotal ----->						413.27	.00	413.27

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 CTL.: WIL

		Invoice Date	Actual Period							
Invoice No	Description	Due Date	Fiscal	Tm	G/L	Account No	Discount	Gross Amount	Discount Amount	Net Amount
Check #.: 053054 Check Date.: 03/09/23		Vendor I.D.: WILHI (WILLOWS ACE HARDWARE)								
92959-	DUCT SUPUR-FLX DRYR4X5	02/19/23	03-23					12.86	.00	12.86
		03/09/23	09-23							
93240-	ACE BEST ROLLER W 9X3/8"	02/28/23	03-23					9.00	.00	9.00
		03/09/23	09-23							
93278-	KEY KWIKSET KW1-ACE	02/28/23	03-23					3.21	.00	3.21
		03/09/23	09-23							
93353-	ADAPTER ACH40PVC1"SL1"MPT	03/02/23	03-23					0.80	.00	0.80
		03/09/23	09-23							
93368-	PIPE SCH, PV RP CPL S40, COUPLE 1" SXS, ECT	03/02/23	03-23					15.19	.00	15.19
		03/09/23	09-23							
93565-	NEEDLE INFLATORS WITH CREDIT MEMO 93589 APPLIED	03/08/23	03-23					2.13	.00	2.13
		03/09/23	09-23							
93577-	ACE LTX FLD MRK WHT 5G, STATE PAINTCARE	03/08/23	03-23					318.47	.00	318.47
		03/09/23	09-23							
** Vendor's Subtotal ----->								361.66	.00	361.66
** Total Checks Paid ----->								207860.03	.00	207860.03

REPORT.: Mar 09 23 Thursday
 RUN...: Mar 09 23 Time: 14:15
 Run By.: Katie Butler

CITY OF WILLOWS
 Automatic Check Listing/Update
 General Ledger Accounts Summary for March 09, 2023
 Accounting Period is March, 2023

PAGE: 010
 ID #: PY-CL
 CTL.: WIL

G/L Account No	Total Amount	Extension	FUND Description	ACCT Description	DEPT Description
000 1045	-207860.03	-207860.03	Cash Clearing	Umpqua Bank-General	Checking
301 2400	130597.79	-77262.24	General	Accounts Payable	
311 2400	3403.75	-73858.49	Gas Tax-Sb1Rpmt	Accounts Payable	
313 2400	577.40	-73281.09	Willows Lightin	Accounts Payable	
315 2400	4171.46	-69109.63	Gas Tax 2106	Accounts Payable	
318 2400	57071.49	-12038.14	Sewer Maint.	Accounts Payable	
325 2400	2828.81	-9209.33	Water Enterpris	Accounts Payable	
372 2400	9209.33	.00	Gas Tax 2103	Accounts Payable	



Willows City Council Meeting Draft Action Minutes May 9, 2023

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

City Manager
Marti Brown

City Clerk
Vacant

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

1. **CALL TO ORDER – 6:00 PM**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

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

4. **CHANGES TO THE AGENDA - None**

5. **PRESENTATIONS**

- a. Mayor Thomas presented a proclamation for National Poppy Day to representatives of the American Legion Auxiliary of the City of Willows.
- b. Received presentation provided by Jody Samons, consultant for EB3 Development, regarding the Economic Development Project funded by USDA.

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

No public comment was received.

a. **Register Approval**

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

b. **Minutes Approval**

Action: Approved minutes of the April 25, 2023, City Council meeting and May 2, 2023, Special City Council Meeting.

c. **Merger and Name Change of Health Insurance Company, Fire Districts Association of California, Employee Benefit Authority (FDAC EBA)**

Action: Approved continuing to participate in the new Joint Self-Insurance and Risk Management Programs provided by Fire Risk Management Services (FRMS).

Moved/Seconded: Councilmembers Hansen and Williams

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

7. DISCUSSION & ACTION CALENDAR

a. Construction of the Cal Water Main Connection

Action: Authorized the City Manager, or her designee, to sign the Cal Water Agreement extending a 12-inch water main and acquisition of the City's existing water system in the southern portion of the City from Rumiano Cheese Company to Road 57 (the City's two water wells).

Moved/Seconded: Councilmembers Hansen and Vice Mayor Vodden

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

No: Councilmember Hofhenke

Public Comment: Doug Ross; Clifford Wade

b. Landscape & Lighting Assessment District – Preliminary Engineer's Annual Report FY 2023-24

Action: Received 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 Landscape and Lighting District.

Moved/Seconded: Councilmembers Williams and Hansen

Yes: Councilmembers Hansen, Williams, Hofhenke and Mayor Thomas

No: Vice Mayor Vodden

c. Future of the City Swimming Pool Ad Hoc Committee and Other Civic Discussions

Action: Discontinue the Ad Hoc Committee and encourage current Council Swimming Pool Ad Hoc Committee Members to continue holding "Town Hall" meetings, on the Monday before regular City Council meetings, with the community on any and all topics of interest to them and/or the community.

d. Library Board Vacancy and Appointment Process

Action: Appointed Councilmember Williams and Vice Mayor Vodden to serve on the Library Board of Trustees Subcommittee with interviews scheduled for June 21st or 22nd and recommend three Library Trustee appointments to the full Council.

8. COMMENTS & REPORTS

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

9. CLOSED SESSION – 7:58 PM

No comments were received.

- a. Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to § 54956.9(b): (1 case)

Report from closed session: Direction was given to Council by City Attorney.

10. ADJOURNMENT – 8:22 PM

Dated: May 11, 2023

Marti Brown, City Manager



Date: May 23, 2023

To: Honorable Mayor and Councilmembers

From: Marti Brown, 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, 2023, through June 30, 2025.

Rationale for Recommendation:

Every two years the city appoints a community member to the Glenn County Mosquito and Vector Control District.

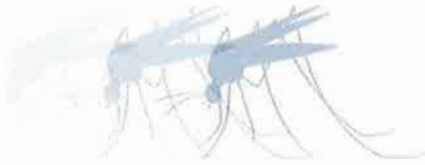
Background:

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 four terms and has indicated his desire and willingness to serve as the City's representative once again.

Attachment:

- Attachment 1: 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



May 05, 2023

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, 2023 – June 30, 2025.

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

Sincerely,


Luke Niblack, Clerk/Secretary to the Board



Date: May 23, 2023
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Subject: County of Glenn Draft Water Well Drilling and Standards Ordinance

Recommendation:

To review and provide any comments on the Draft Water Well Drilling and Standards Ordinance.

Rationale for Recommendation:

The City of Willows is a member of the Glenn Water Authority, and all jurisdictional members of the Authority are taking the draft ordinance to their governing boards for review and comment.

Background:

The attached Draft Water Well Drilling and Standards Ordinance has been shared with Glenn County Drought Task Force partners and the County Water Resources Division shared the draft ordinance with the Glenn County Water Resources Partners and the interested parties for each of the three sub basins that touch Glenn County. This draft ordinance was presented at the April 10, 2023, Glenn Groundwater Authority Board of Directors Meeting and to the Board of Supervisors at their April 25, 2023, meeting.

Fiscal Impact:

None

Attachment:

- Attachment 1: Draft ordinance of the County of Glenn amending the Glenn County Code by amending Title 20, Chapter 20.08 relating to Water Well Drilling and Standards

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF GLENN AMENDING THE GLENN COUNTY CODE BY
AMENDING TITLE 20, CHAPTER 20.08 RELATING TO WATER WELL DRILLING AND STANDARDS

THE BOARD OF SUPERVISORS OF THE COUNTY OF GLENN ORDAINS AS FOLLOWS:

SECTION 1: The Glenn County Code is hereby amended by amending Title 20, Chapter 20.08 to read in its entirety as follows:

Chapter 20.08

WATER WELL DRILLING AND STANDARDS

Sections:

20.08.010	Purpose.
20.08.020	Authority.
20.08.030	Definitions.
20.08.040	Duties and Powers of Local Enforcement Agency.
20.08.050	Well Standards.
20.08.060	Permit Required.
20.08.070	Permit Application, Issuance and Term.
20.08.080	Exempt Wells.
20.08.090	Consultant Review Required for Non-Exempt Wells
20.08.100	Groundwater Sustainability Agency Approval.
20.08.110	Permit Approval.
20.08.120	Inspections.
20.08.130	New, Replacement and Repaired Exempt Well Minimum Depth Requirements.
20.08.140	Well Completion Report.
20.08.150	Electric Logging (E-Log) Required.
20.08.160	Replacement of Existing Wells.
20.08.170	Abandoned Well Exemption/Inactive Well
20.08.180	Well Destruction.
20.08.190	Permit Revocation, Rescission and Hazard Abatement.
20.08.200	Appeals.
20.08.210	County Action Not Guarantee.
20.08.220	Conflicting Regulations.
20.08.230	Violations & Penalties.

20.08.010 Purpose.

The Board of Supervisors finds that the protection of groundwater within the county is of major concern to the residents of the county. It is the purpose of this chapter to provide for the placement, construction, replacement, repair, modification and destruction of wells in such a manner that the groundwater of this county will not be contaminated, depleted or polluted, and that water obtained from wells will be suitable for beneficial use and will not jeopardize the health, safety or welfare of the residents of this county. In addition,

this chapter attempts to reduce potential well interference problems to existing wells, public trust resources of navigable waterways and potential adverse impacts to the environment, which could be caused by the placement, construction, replacement, repair, modification and destruction of wells where a permit is required under this chapter.

20.08.020 Authority.

The chapter is adopted pursuant to the Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq. as amended from time to time.

20.08.030 Definitions.

The following words and phrases shall, for the purpose of this chapter, have the meanings ascribed to them in this section:

A. "Abandoned wells". A well is "abandoned" if it is not used for a period of 1 year unless the owner demonstrates, by meeting all of the following conditions, an intent to use the well again (Health and Safety Code Section 115700):

1. The well shall not allow impairment of ground water quality;
2. The top of the well shall be sealed to prevent removal of the seal, prevent unauthorized access and illegal disposal, and prevent a safety hazard to humans and animals;
3. The well shall be marked to be easily visible and easily identified as a well; and
4. The area surrounding the well shall be kept clear of brush, debris, and waste materials.

B. "Agricultural wells" means water wells used to supply water for irrigation and growing of crops or production of other agricultural commodities for commercial purposes.

C. "Board" means the Glenn County Board of Supervisors.

D. "Cathodic protection well" means any artificial excavation constructed by any method for the purpose of installing equipment or facilities for the protection electrically of metallic equipment in contact with the ground commonly referred to as cathodic protection.

E. "Community water supply well" means a water well for domestic purposes in systems subject to Chapter 7 of Part 1 of Division 5 of the California Health and Safety Code (commencing with section 4010) as amended from time to time.

F. "Completion or completion operation" means any work conducted after artificial excavation to include:

1. Placement of well casing,
2. Gravel packing,

3. Sealing,
4. Casing perforation, or
5. Other operations deemed necessary by the LEA.

G. "Consultant" means a California Licensed Professional Geologist or Engineer with a Certified Hydrogeologist Specialty Certification.

H. "County" means the County of Glenn.

I. "Contamination" means an impairment of the quality of water to a degree which creates a hazard to the public health through poisoning or through spread of disease.

J. "Destruction or destroy" means the complete filling of a well in such a manner that it will not produce water or act as a conduit for the interchange of water, when such interchange will result in deterioration of the quality of water in any water-bearing formations penetrated.

K. "Domestic water well" means a well devoted exclusively to the residential and related yard, garden and barnyard uses within the same parcel of land as the served dwelling house. Such uses do not include the growing of crops, or production of other agricultural commodities for commercial purposes.

L. "Electric logging" or "E-Log" means lowering a device used to measure the electric resistance of the rock and soil layers in the downhole portion of the well.

M. "Groundwater" means water in the zone of saturation. Groundwater is presumed to be percolating, although it does occur in known and definite channels.

N. "Health officer" means the Glenn County Health Officer or duly authorized registered environmental health specialist.

O. "Hydrology" shall mean the origin, distribution, and circulation of water through precipitation, streamflow, infiltration, groundwater storage, and evaporation.

P. "Inactive well" means a water well that has not failed and is not currently being used.

Q. "Industrial wells" mean water wells used to supply industry on an individual basis.

R. "Livestock well" means a water well used for the watering of livestock and other uses directly related to the operation of a feedlot, confined livestock operation or dairy.

S. "Local Enforcement Agency" or "LEA" means the Glenn County Environmental Health Department, which is designated as such by the Board of Supervisors.

T. "Monitoring well" means a well that is used for monitoring or sampling the condition of a water-bearing aquifer, such as water pressure, depth, movement or quality.

U. "Navigable waters" means waterways capable of being navigated by oar or motor-propelled small craft, consistent with the California public right of navigation test.

V. "Overdraft" shall mean the condition of a groundwater basin where the amount of water withdrawn exceeds the amount of water replenishing the basin over a period of time. Also, as the point at which extractions from the basin exceed its safe yield plus any temporary surplus.

W. "Percolation" shall mean the movement of water through the soil to the groundwater table.

X. "Permeability" shall mean the capability of soil or other geologic formation to transmit water.

Y. "Person" includes any person, firm, association, corporation, organization, partnership, business trust, company, or special district formed under the laws of the State of California.

Z. "Piezometric surface" shall mean the surface to which the water in a confined aquifer will rise.

AA. "Pollution" means an alteration of the quality of water to a degree which unreasonably affects (1) Such waters for beneficial uses; or (2) Facilities which serve such beneficial uses. Pollution may include contamination.

BB. "Porosity" shall mean voids of open spaces in alluvium, other soils and rocks that can be filled with water.

CC. "Public nuisance," when applied to a well, means any well which threatens to impair the quality of ground water or otherwise jeopardize the health and safety of the public.

DD. "Public trust resources" means waterways the government is obligated to hold in trust pursuant to the Public Trust Doctrine for the benefit of the public for purposes of commerce, navigation, recreation, fishing, and preservation of wildlife habitat and natural resources.

EE. "Public water system well" means a water well that is constructed or used to supply water for domestic purposes in systems subject to the requirements of sections 116275 et seq. of the California Health and Safety Code (California State Safe Drinking Water Act) as amended from time to time.

FF. "Radius of influence" shall mean the radial distance from the center of a well bore to the point where there is no lowering of the water table or potentiometric surface (the edge of the well's cone of depression).

GG. "Recharge" shall mean flow to groundwater storage from precipitation, infiltration from streams, irrigation, spreading basins, and other sources of water.

HH. "Repair" or "Modification" means changing the dimensions of a well, deepening of a well, reperforation or the addition of an inner well casing.

II. "Replacement well" means the construction of a new well to replace an existing well where the existing well is destroyed under permit within 90 days of completion of the replacement well.

JJ. "Safe yield" shall mean the maximum quantity of water which can be withdrawn annually from a groundwater supply under a given set of conditions without causing an undesirable result. The phrase

"Undesirable Result" is intended to refer to a gradual lowering of the groundwater levels resulting in, or tending to result in, the eventual depletion of or the substantial diminution of the supply of water.

KK. "Saltwater intrusion" shall mean the movement of saltwater into freshwater aquifers.

LL. "Specific capacity" shall mean the volume of water pumped from a well in gallons per minute per foot of drawdown.

MM. "Spreading water" shall mean discharging native or imported water to a permeable area for the purpose of allowing it to percolate to the zone of saturation. Spreading, artificial recharge and replenishment all refer to operations used to place water in a groundwater basin.

NN. "Test or exploratory hole" means an excavation used for determining the nature of underground geological or hydrological conditions, whether by seismic investigation, direct observation, or any other means.

OO. "Transmissivity" shall mean the rate of flow of water through an aquifer.

PP. "Usable storage capacity" shall mean the quantity of groundwater of acceptable quality that can be economically withdrawn from storage.

QQ. "Water table" shall mean the surface where groundwater is encountered in a well in an unconfined aquifer.

RR. "Well" means any artificial excavation constructed by any method for the purpose of extracting water from or injecting water into, the underground, or for providing cathodic protection or electrical grounding of equipment, or for making tests or observations of underground conditions, or for any other similar purpose. Wells include, but shall not be limited to, community water supply wells, individual domestic wells, livestock wells, industrial wells, agricultural wells, cathodic protection wells, electrical grounding wells, test and exploratory holes and observation wells, as defined herein, and other wells whose regulation is necessary to fulfill the purpose of this chapter. This definition shall not include oil and gas wells, or geothermal wells constructed under the jurisdiction of the State Department of Conservation, except those wells converted to use as water wells.

SS. "Well drilling contractor" means a contractor licensed in accordance with the provisions of the Contractor's License Law, Chapter 9 of Division 3 of the Business and Professions Code (commencing with section 7000), as amended from time to time, and who shall possess a valid C-57 water well contractor's license.

TT. "Zone of saturation" shall mean the area below the water table in which the soil is completely saturated with groundwater.

20.08.040 Duties & Powers of the Local Enforcement Agency (LEA).

A. The LEA shall enforce all the provisions of this chapter and may issue correction notices, notices of violation, stop work orders, and citations for any violations of this chapter, or any permit issued pursuant to this chapter.

B. Nothing contained in this chapter shall be construed to prevent the LEA from requiring compliance with higher requirements than those contained herein where such higher requirements are essential to protect public health, safety, welfare, water quality and the environment.

20.08.050 Well Standards.

A. In order to provide minimum standards for the proper regulation of well placement, construction, replacement, repair, modification and destruction, the State of California water well standards (Department of Water Resources Bulletin 74-81 and 74-90) which may be amended from time to time, are hereby adopted, incorporated and made a part of this chapter by this reference without further publication, as though set forth at length in this chapter and are hereby declared to be the well placement, construction, replacement, repair, modification and destruction code of Glenn County, except where superseded by this chapter.

B. All annular well seals shall extend at least five (5) feet into the first low permeability stratum encountered and to at least fifty (50) feet. The annular well seal minimum depth may be reduced when salinity or bedrock restrictive layers are encountered during well construction, provided that the well complies with all other sections of this chapter. The LEA shall require that the well complies with the annular well seal minimum depth requirements to the extent reasonably possible. Salinity or bedrock restrictive layers shall be confirmed thru samples, in writing, and approved by the LEA.

C. All well destruction seals shall extend at least fifty (50) feet below ground surface or to the total depth if the well is less than fifty (50) feet in depth.

D. All agriculture, industrial, community water supply, domestic, and livestock water wells shall be tested for total dissolved solids (TDS) and the results shall be submitted to the LEA before the casing is installed. The Department of Water Resources (DWR) considers groundwater with a TDS concentration above 1,000 mg/L to be brackish or saline and would require treatment prior to use for agriculture industrial or drinking water.

E. All saline, poor-quality, polluted or contaminated portions of the aquifer shall be sealed from good-quality water portions of the aquifer to prevent contamination.

F. All agriculture, industrial, community water supply, domestic, and livestock water wells shall be disinfected, using the conventional and acceptable methods, at the time of the construction, replacement, repair or modification and prior to the well being used or placed into service. Water used for the drilling of community water supply and domestic water supply wells shall be secured from a potable source or another groundwater well.

G. All agriculture, industrial, community water supply, domestic, and livestock water wells shall be located with a minimum setback of fifty (50) feet, as measured from top of the bank, from, but not limited to, lakes, rivers, streams, ponds, canals, reservoirs and wetlands.

H. All agriculture, industrial, community water supply, domestic, and livestock water wells shall be located with a minimum setback of ten (10) feet from a property line.

I. All agriculture, industrial, community water supply, domestic, and livestock water wells shall have a casing that extends at least eighteen (18) inches above all known levels of flooding and at least eighteen (18) inches above grade.

J. Steel well casing shall be no less than ten gauge in thickness.

20.08.060 Permit Required.

No person, firm, association, organization, partnership, joint venture, business trust, corporation, company, federal, state or local agency, or special district formed under the laws of this state shall, within the County of Glenn, construct, replace, repair, modify or destroy a well unless a permit has first been obtained and approved by the LEA as provided in this chapter.

20.08.070 Permit Application, Issuance & Term.

Applications for permits shall be made to the LEA together with the required fee established by the board of supervisors of the County of Glenn. If construction, replacement, repair, modification or destruction of a well is begun prior to obtaining a permit, the fee for such permit may be doubled, but shall not relieve any person from fully complying with the provisions of this chapter nor from any other penalties described in this chapter. Applications shall be made on forms provided by the LEA. Applications for permits to construct, replace, repair, modify or destroy a well shall include the following information:

- A. Location of the well on the property/parcels and the location and size in acreage of the contiguous properties and assessor's parcel number to be served.
- B. Well location longitude and latitude.
- C. Name, address and contractor's license number of the person who will construct the well.
- D. The proposed depth of the well.
- E. The proposed well casing diameter.
- F. The proposed screen depth intervals.
- G. The size of the proposed pump.
- H. The proposed use of the well.
- I. An accurate plot plan which will show the following:
 - 1. Property lines with dimensions and existing and proposed buildings.
 - 2. Sewage disposal systems, sewer lines, and any other works carrying or containing sewage within two hundred (200) feet of the proposed well.
 - 3. All intermittent perennial, natural or artificial bodies of water or watercourses.
 - 4. All other existing wells.
 - 5. The approximate surface drainage pattern of the property and areas subject to flooding.
 - 6. All existing and proposed structures.

J. Such additional information as required by the LEA.

K. The LEA is authorized to reduce the amount of information required to be included in a permit application when applicable based upon the permit type.

L. The LEA shall review all completed permit applications. If the application, site evaluation or plans do not conform to the requirements of this chapter and all pertinent laws and ordinances, the application shall be denied in writing, including the reasons for denial. If the LEA is satisfied that the proposed work conforms to the requirements of this chapter and all pertinent laws and ordinances, a water well permit shall be issued.

M. The LEA shall stamp or endorse in writing all permits and all sets of approved plans. One set of such approved plans and the permit shall be retained by the LEA and another set shall be kept at the well construction site, open to inspection by the LEA at all reasonable times. All work shall conform to the approved plans for which the permit has been issued and any approved amendments.

N. Every permit expires one year after issuance. If the permittee cannot complete the work within one year, the LEA may extend the permit for one additional year if the permittee applies for an extension prior to expiration of the permit and pays the required fees.

020.08.080 Exempt Wells.

The following wells shall not be subject to requirements set forth in sections 20.08.090 and 20.08.100:

A. Wells that will provide less than two (2) acre-feet per year of groundwater for individual domestic users, **livestock** or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the California Health and Safety Code as may be amended from time to time.

B. Limited purpose wells including:

1. Fire suppression wells;
2. Cathodic protection wells;
3. Geothermal wells;
4. Soil borings;
5. Monitoring and mitigation wells; and
6. Exploratory wells used only for the limited purpose of determining the presence of sufficient potable water.

20.08.090 Consultant Review Required for Non-Exempt Wells.

A. All non-exempt well permit applications shall include the proposed well construction design along with the maximum pump size and specifications. Those applications shall be reviewed by a consultant, retained by the County, for the purpose of conducting hydrogeologic studies to determine the likelihood that extractions from the proposed well will cause: interference with the production and function of existing nearby

wells; subsidence that would adversely impact or damage nearby infrastructure or cause exceedance of Groundwater Sustainability Plan minimum thresholds for land subsidence; groundwater level declines that will cause exceedance of Groundwater Sustainability Plan minimum thresholds for groundwater levels; exceedance of Groundwater Sustainability Plan minimum thresholds for water quality; or, exacerbate a substantial adverse impact on public trust resources of navigable waters. When applicable, the consultant shall provide well design mitigation measures intended to eliminate impacts to nearby wells, land subsidence, groundwater levels, water quality and public trust resources of navigable waters. The cost of such studies and design mitigation measures shall be borne by the applicant.

B. The consultant shall use the following criteria when reviewing well permit applications:

1.

2.

3.

4.

5.

6.

C. The consultants hydrogeological study results and well design requirements shall be submitted to the LEA within thirty (30) days of receiving the application package. The results shall be in report form and in a format approved by the county.

20.08.100 Groundwater Sustainability Agency (GSA) Approval.

A permit application for a new, replacement, modified or repaired non-exempt well in a basin subject to the Sustainable Groundwater Management Act, and classified as medium or high-priority, shall include written verification from the GSA managing the basin, or area of the basin where the well is proposed to be located, that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that GSA and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan.

20.08.110 Permit Approval.

The LEA shall approve or deny the permit after reviewing the application and the report of the consultant. As a condition of approval, the applicant may be required to implement the design mitigation measures required by the LEA. The LEA may require additional hydrogeological studies deemed necessary for consideration of the application. The cost of such additional studies shall be borne by the applicant.

20.08.120 Inspections.

A. The LEA is hereby empowered to enter upon private property in order to make inspections for the purpose of enforcing the provisions of this chapter in the manner set forth in Title 1, Chapter 14, Section 1.14.020 of this code. A final inspection of the work performed on any well pursuant to this chapter shall be

made by the LEA unless such inspection is waived by the LEA. No permittee shall be deemed to have complied with this chapter or the conditions of the permit until such inspection has been either made and the installation approved, or the inspection waived by the LEA.

B. The LEA shall inspect the proposed well location before any drilling begins to confirm the location meets the provisions of this chapter.

C. The LEA shall be notified a minimum of twenty-four (24) hours prior to installing or placing a sanitary seal. Drillers who anticipate completing a well in less than a day may notify the LEA twenty-four (24) hours prior to commencement of drilling and provide the anticipated time at which the sanitary seal shall be installed. Notification does not guarantee a requested inspection date or time.

20.08.130 New, Replacement and Repaired Exempt Well Minimum Depth Requirements.

A. New, replacement and repaired exempt wells shall extend at least fifty (50) feet below the most current minimum threshold established by the applicable Groundwater Sustainability Plan adopted by the corresponding Groundwater Sustainability Agency (GSA). The minimum threshold may vary depending on the location within the groundwater basin. The minimum permitted well depth is not a guarantee as to water availability or production, but rather a minimum requirement only for the specific area.

B. The minimum depth requirement may be reduced when salinity or bedrock restrictive layers are encountered during well construction and all other mitigative options have been exhausted, so long as the well is in compliance with all other sections of this chapter. The LEA shall require that the well complies with the minimum depth requirements to the extent reasonably possible. Salinity and/or bedrock restrictive layers shall be confirmed thru samples, in writing and approved by the LEA.

C. Minimum depth requirements shall only apply to wells located within an established high or medium priority groundwater basin.

20.08.140 Well Completion Report.

As required by section 13751 of the California Water Code, which may be amended from time to time, every person who digs, bores, or drills a water well, cathodic protection well, groundwater monitoring well, or geothermal heat exchange well; abandons or destroys such a well; or deepens or re-perforates such a well; shall file a Well Completion Report of that well with the LEA within 60 days of the date of completion.

20.08.150 Electric Logging (E-Log) Required.

A. If a well is larger than eight (8) inches, a test hole shall be drilled, and the E-Log submitted to the LEA for review. In addition, the proposed well construction shall meet the conditions listed below:

1. To the extent feasible, controlling hydrological conditions that existed before the well was drilled and constructed, including the elimination of physical hazards.
2. Prevent pollution of groundwater.
3. Preserve the integrity of the aquifers.
4. Prevent intermingling of potable and irrigable waters with saline and other unsuitable waters.

B. The purpose of these conditions is to manage interactions between new, replacement, modified and existing neighboring wells.

C. The LEA does not design the proposed well. The applicant and contractor are responsible for submitting the proposed well design.

D. Upon receiving the proposed well design, and prior to approving drilling of the well, the LEA will review and determine if the requirements of this chapter, and all pertinent laws and ordinances, have been met.

20.08.160 Replacement of Existing Wells.

A. If a failed existing well is destroyed, a replacement well shall not be subject to the requirements set forth in section 20.08.090, if all of the following conditions are met:

1. The replacement well is drilled within one hundred (100) feet of the failed existing well;
2. The replacement well has the same casing diameter, casing depth, pump size and substantially similar screen interval(s) as the failed existing well;
3. The replacement well is in compliance with all other sections of this chapter; and
4. The failed existing well is destroyed under permit and as set forth in section 20.08.170.

The Well Completion Report (WCR) of the failed existing well shall be submitted to the LEA to confirm the construction requirements. When a WCR does not exist, construction requirements may be confirmed by a method acceptable to the LEA.

B. If a replacement well must be constructed as a result of the failure of an existing well, the LEA shall condition issuance of a permit on the mandatory destruction of the existing well in accordance with the methods and requirements of this chapter. A well may be deemed to have failed under the following circumstances:

1. When groundwater drops to a level below the useful depth of the well.
2. When the well yields sand or soil in quantities to make it unusable for domestic, livestock, agricultural or industrial purposes.
3. When contamination is present.
4. When the well is inside of the established minimum setback requirements from potential sources of contamination.
5. When established setback requirements do not exist and, in the judgment of the LEA, degradation of the groundwater is likely to occur or continue if the well is not destroyed.

20.08.170 Abandoned Well Exemption/Inactive Well.

- A. The well owner shall declare to the LEA in writing, on a form provided by the County, their intent for future use of an inactive well. The declaration form shall be adequate for as long as the required conditions are maintained.
- B. If the required conditions set forth in the declaration form are not maintained, the inactive well shall be destroyed according to this chapter and this requirement shall be a condition of all future county permits.

20.08.180 Well Destruction.

All abandoned wells, as defined in this chapter, shall be destroyed in accordance with this chapter and to the following standards:

- A. A well that is no longer useful (including exploration and test holes) shall be destroyed in order to ensure that the groundwater supply is protected and preserved for future use and to eliminate potential physical hazards.
- B. After all reasonable efforts to clear contamination have been made, a well that contains poor-quality water, pollutants, contaminants or is a potential hazard to the purity of the groundwater, shall be destroyed by completely filling the well with an approved sealing material or by destruction standards and methods required by the LEA.
- C. Observation or test wells used in the investigation or management of groundwater basins by government agencies or research/engineering organizations are not considered abandoned if they are maintained for that purpose; however, such wells shall be covered with an appropriate cap, bearing the label "Observation Well" and the name of the agency or organization, and shall be locked when measurements are not being made. When these wells are no longer used for this purpose, or for supplying water, they shall be considered abandoned.

20.08.190 Permit Revocation, Rescission and Hazard Abatement.

- A. A permit issued pursuant to this chapter may be revoked by the LEA if the LEA determines that a violation of this chapter exists, that written notice has been directed to the permittee specifying the violation, and that the permittee has failed or neglected to take corrective action within the time specified in the notice.
- B. A permit may also be rescinded by the LEA upon determination that the permit was obtained by false statement or misrepresentation. The permittee shall be notified in writing of the action and the rescission shall be effective upon the date of issuance of the notification.
- C. Whenever the LEA determines that any well on private property has become a hazard to public safety; endangers property; or adversely affects the safety, use, or stability of an adjacent property, an overhead or underground utility, or a public way or watercourse; or could adversely affect the water quality of any watercourse or water body, the LEA shall provide written notice to the owner or other person in control of the property, identifying the hazard; what must be done to eliminate the hazard; and, the time within which the actions must be taken. Upon receipt of the written notice from the LEA, the owner or other person in control of the property shall, within the time specified in the notice, take those actions necessary to eliminate the hazard and conform with the requirements of this chapter. Failure to eliminate the hazard within the time prescribed could result in violations and penalties pursuant to this chapter and all pertinent laws and ordinances.

20.08.200 Appeals.

A. The applicant or any aggrieved party may appeal a decision of the LEA or any notice of violation issued. Any such administrative appeal shall be commenced by filing a written request within ten (10) days after service of notice or determination with the clerk of the board of supervisors for a hearing. If the tenth (10th) day falls on a county holiday or weekend, the time to request the hearing shall be extended to the next day that is not a holiday or weekend. The written request shall include the name, address, and telephone number of the person requesting the appeal and any applicable project number, or other means of identification, and the date on which the decision was made. The time requirement for filing such a written request shall be deemed jurisdictional and may not be waived. In the absence of a timely filed written request that complies fully with the requirements of this section, the findings of the LEA or the enforcing officer contained in the notice or determination shall become final and conclusive on the eleventh (11th) day following service of the notice or determination.

B. Upon timely receipt of a written request for hearing which complies with the requirements of this section, the clerk of the board of supervisors shall set a hearing date. The clerk shall send written notice of the hearing date to the requesting party, to any other parties upon whom the notice was served, and to the LEA and/or enforcing officer.

C. Unless jurisdiction over a specific violation or determination is exercised by the board of supervisors at a meeting of the board of supervisors, the hearings required by this chapter and California Government Code Section 25845, to be heard by the board of supervisors are hereby delegated to an administrative hearing officer established by Chapter 2.28 of the Glenn County Code.

D. Pursuant to California Government Code Section 25845, subdivision (i), the administrative hearing officer shall preside over the hearing and decide evidentiary issues and any requests for delays.

E. The administrative hearing officer shall not determine the legality of this chapter or legality of the enforcement procedures used. The administrative hearing officer shall determine if the decision of the LEA or the enforcing officer conforms to this chapter and is supported by a preponderance of the evidence presented by the LEA or enforcing officer or his or her department. The hearing shall be recorded. The record and evidence shall be preserved for three years.

F. If requested by the administrative hearing officer, the County Counsel shall appoint a deputy county counsel to impartially advise the administrative hearing officer. He or she shall not have been involved in assisting the LEA or the enforcing officer, or the enforcing officer's department, on the determination or enforcement action at issue.

G. Any hearing conducted pursuant to this chapter need not be conducted according to technical rules of evidence. Any relevant sworn evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The administrative hearing officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

H. The written findings and recommendations of the administrative hearing officer shall be referred to the board of supervisors, and the appellant, within fifteen (15) days of the conclusion of the hearing. The board of supervisors may adopt the recommendation without further notice of hearing or may set the matter

for a de novo hearing before the board of supervisors. No specific form is required for the findings and recommendations, which need only be generally stated. Written notice of the administrative hearing officer's findings and recommendations shall be mailed to the appellant at the address listed on the application and/or appeal.

G. The decision of the board of supervisors, which shall be by resolution, shall be final and conclusive. A failure to appeal the determination of the LEA or the enforcing officer will constitute a failure to exhaust administrative remedies by the responsible person(s).

H. This section does not authorize appeals to the board of supervisors from any action of the LEA authorized or required by state law or regulation.

20.08.210 County Action Not Guarantee.

This chapter shall not be construed as imposing upon the county any liability or responsibility for damage resulting from defective placement, construction, replacement, modification, repair or destruction of any well or for damage to, or interference with, wells on adjoining or other properties. Neither the issuance of a permit pursuant to this chapter, final inspection of work performed on any well pursuant to this chapter, nor the waiver of such final inspection shall be, nor construed to be, a guarantee by the County of Glenn that suitable water in sufficient quantity and quality is available from any well.

20.08.220 Conflicting Regulations.

Where there is a conflict between the regulations of this chapter and any other chapter of local, state or federal regulation, the greater or more stringent regulation or restriction shall apply and shall be enforced by persons authorized in this chapter.

20.08.230 Violations and Penalties.

Pursuant to section 1.13.010 of this code, any person who violates any regulatory or prohibitory provision of this chapter is guilty of a misdemeanor punishable by a fine not exceeding five thousand (\$5,000.00) dollars, or by imprisonment not exceeding six months, or by both such fine and imprisonment. A separate offense is committed upon each day or portion thereof during or on which a violation occurs or continues. Nothing herein shall be deemed to abrogate or annul the right to enjoin or abate such violations by civil action.

SECTION 2: If any section, subsection, sentence, clause, portion, or phrase of this ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of Supervisors hereby declares that it would have passed this Chapter and each section, subsection, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

SECTION 3: This ordinance shall take effect thirty (30) days after the date of its adoption and before the expiration of fifteen (15) days from the date of passage thereof shall be published at least once in a newspaper of general circulation, in the County of Glenn, State of California, together with the names of the members of the Board of Supervisors voting for and against the same.

PASSED AND ADOPTED this _____ day of April 2023, by the Glenn County Board of Supervisors, State of California, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

SCOTT H. DE MOSS

By: _____
Clerk of the Board

APPROVED AS TO FORM

By: _____
William J. Vanasek, County Counsel

DRAFT - 4-25-23



Date: May 23, 2023

To: Honorable Mayor and City Council

From: Patrick Piatt, Community Development & Services Director
John Wanger, City Engineer

Subject: Tehama Street Bridge Project – Accept Improvements

Recommendation:

Approve the attached resolution accepting the improvements associated with the Tehama Street Bridge Project, authorize the filing of the Notice of Completion and release of surety, and approve a budget adjustment for the overall project.

Background:

This project made emergency repairs to the upstream and downstream ends of the concrete apron that is below the bridge on the floor of the GCID canal.

The project has recently been completed by All-American Construction to the City's satisfaction. The total construction cost was \$19,312.78. This was significantly under the awarded contract amount of \$45,660 and the estimated repair costs of \$60,000 as shown in the Capital Improvement Program.

Discussion & Analysis:

Based upon the satisfactory completion of the work, Staff recommends that the City Council accept the improvements, authorize the City Engineer to file the Notice of Completion and authorize the release of all bonds for this project except for the maintenance bond, which will be retained for 1 year to cover any maintenance/repair issues that may arise.

Fiscal Impact:

The source of funding for this project is RSTP monies. The overall budget and expenditures for this project is summarized as follows:

	Approved <u>Budget</u>	Actual <u>Expenditure</u>
Construction:	\$ 45,660	\$19,313
Contingency (10%):	\$ 4,566	\$ 0
CM/Inspection:	<u>\$ 5,500</u>	<u>\$ 5,838</u>
Estimated total	\$ 55,726	\$ 25,151

Attachment:

- Attachment 1 – Resolution XX-2023
Exhibit A - Notice of Completion



**CITY OF WILLOWS
RESOLUTION NO. __-2023**

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WILLOWS, STATE OF CALIFORNIA,
ACCEPTING THE IMPROVEMENTS ASSOCIATED WITH THE TEHAMA STREET BRIDGE PROJECT,
AUTHORIZING THE RELEASE OF RETENTION AND AUTHORIZING THE NOTICE OF COMPLETION
TO BE FILED FOR THE PROJECT**

WHEREAS, at the January 24, 2023, City Council meeting, the City Council approved entering into a contract with All-American Construction for the Tehama Street Bridge Project ("Project") and established an overall project budget; and

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

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

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

1. The City hereby accepts the improvements associated with the Project.
2. Authorizes the City Engineer to release the Performance and Labor & Material surety posted with this project; and to hold the Maintenance Bond for a period of one year from the date of this resolution, at which time the City Engineer is authorized to release said bond if the improvements remain in good condition and there are no issues to be resolved.
3. Authorizes and directs the City Engineer to file a Notice of Completion concerning the Project with the Glenn County Clerk's Office within ten (10) days of the date of this Resolution.
4. This Resolution shall become effective immediately.
5. All portions of this resolution are severable. Should any individual component of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining resolution portions shall be and continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Willows hereby declares that it would have adopted this Resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more section subsection, clause sentence, phrase or other portion may be held invalid or unconstitutional.

PASSED AND ADOPTED by the City Council of the City of Willows, State of California this 23rd day of May 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Richard Thomas, Mayor

Tara Rustenhoven, Deputy City Clerk

WHEN RECORDED RETURN TO:

City Clerk

City of Willows

201 Pacific Avenue

Willows, CA 95988

NOTICE OF COMPLETION

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

The Tehama Street Bridge Repairs included repairs to the upstream and downstream ends of the concrete apron that is below the bridge on the floor of the GCID canal.

That the contractor for the performance of such work was awarded to All-American Construction and that said work was satisfactorily completed on April 28, 2023. The final construction cost for the project was \$19,313.

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

<p>This is to certify that the Notice of Completion above is hereby authorized by order of the Council of the City of Willows pursuant to Council Resolution No. ____ dated May 23, 2023, and owner consents to recordation thereof by its duly authorized officer.</p>	<p style="text-align: center;">City of Willows A Municipal Corporation</p> <p>I declare under penalty of perjury that the information is true and correct.</p> <p>By: _____, City Engineer</p> <p>Dated: May 23, 2023</p>
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Date: May 23, 2023
To: Honorable Mayor and Councilmembers
From: Patrick Piatt, Community Development & Services Director
Marti Brown, City Manager
Subject: Solid Waste Management Parcel Fee

Recommendation:

Adopt a resolution (Attachment 1) extending service charges imposed on improved real property within the incorporated area of the City of Willows for the use of and/or ability to use the Glenn County Solid Waste System during fiscal year 2023-24.

Rationale for Recommendation:

While no fee increase is proposed for this fiscal year, it is still required to annually adopt the fee structure for the fiscal year.

Background:

Residential, commercial, and industrial parcels in the City of Willows are charged a fee for disposal of solid waste at the Glenn County Disposal site. The County of Glenn collects a fee from all properties within the City of Willows, for the operation and maintenance of the solid waste facility per an agreement with the City dated March 17, 1998 (Attachment 2).

Sections 5470-5473 of the California Health and Safety Code provide for the Board of Supervisors of any County to establish a schedule of fees to be imposed for the operation and maintenance of county waste disposal sites. Section 5471 also provides that prior to imposing this fee, the Board of Supervisors shall obtain the consent of the legislative bodies of the cities.

For FY 2022-23, the parcel fee is proposed to remain \$42.74 per unit reflecting no fee increase from the previous year.

Fiscal Impact:

There is no fiscal impact.

Attachments:

- Attachment 1 - Resolution xx-2023
- Attachment 2 - Agreement



**CITY OF WILLOWS
RESOLUTION NO. XX-2023**

**ANNUAL RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS CONSENTING TO THE
EXTENSION OF SERVICE CHARGES IMPOSED ON IMPROVED REAL PROPERTY WITHIN THE
INCORPORATED AREA OF THE CITY OF WILLOWS FOR FISCAL YEAR 2022/2023 FOR THE USE
AND/OR ABILITY TO USE THE GLENN COUNTY SOLID WASTE SYSTEM**

WHEREAS, California Health and Safety Code Section 5471 authorizes the setting and collection of charges for services and facilities furnished by the County in connection with water, sewer, and/or sanitation; and

WHEREAS, California Health and Safety Code Section 5471 dictates that revenues derived from the collection of charges for services shall be used only for the acquisition, construction, reconstruction, maintenance, operation of those water, sewer, and/or sanitation systems; and

WHEREAS, California Health and Safety Code Section 5473 provides for said fees to be collected on the tax roll; and

WHEREAS, the Glenn County Board of Supervisors has determined that it is in the best interest of the residents, businesses, and property owners in the County to have the ability to use the Glenn County Solid Waste System; and

WHEREAS, the Willows City Council, as a member of the Glenn County Waste Management Agency, supports the operation of the Glenn County Solid Waste System; and

WHEREAS, the City of Willows does not have a City solid waste disposal site;

NOW THEREFORE, BE IT RESOLVED that the Willows City Council does hereby consent to the extension of an annual fee of \$42.74 to be imposed upon each dwelling unit and commercial/industrial establishment located on the real improved property within the incorporated areas of the City for the purpose of using or having the ability to use the Glenn County Solid Waste Disposal System.

THIS RESOLUTION was passed by the Willows City Council this 23th day of May, 2023 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Richard Thomas, Mayor

ATTESTED:

Tara Rustenhoven, Deputy City Clerk

COUNTY CONTRACT

1174

COUNTY OF GLENN, a political
subdivision of the State of California,

First Party,

CITY OF WILLOWS, a municipal
corporation,

Second Party,

-and-

CITY OF ORLAND, a municipal
corporation,

Third Party.

JOINT EXERCISE OF
POWERS AGREEMENT
(Solid Waste Disposal and AB 939)

AN AGREEMENT made and entered into this 17th day of March, 1998 by and between COUNTY OF GLENN, a political subdivision of the State of California, hereinafter referred to as "COUNTY", as First Party; CITY OF WILLOWS, a municipal corporation, hereinafter referred to as "WILLOWS", as Second Party, and CITY OF ORLAND, a municipal corporation, hereinafter referred to as "ORLAND", as Third Party.

RECITALS:

AS A BASIS AND PREMISE for this Agreement, it is understood and acknowledged by the parties as follows:

1. *Solid Waste Disposal Cooperation.* WHEREAS, in order to reduce the hazards of air pollution and water pollution in the County of Glenn and in order to comply with air pollution and water quality standards of various federal and state regulatory bureaus and agencies, the County of Glenn and the cities of Willows and Orland wish to cooperate in the establishment, maintenance, and operation of a solid waste disposal site and plan for the use and benefit of all residents and property owners of the County and the two cities; and

2. *Solid Waste Disposal Site.* WHEREAS, the County leases and operates, under appropriate ordinances, laws, rules, and regulations, a solid waste disposal site near County Road 33 (approximately 4 miles due west of Artois) for the disposal of solid wastes

generated within the unincorporated areas of the County and within the incorporated limits of Willows and Orland; with said solid waste disposal site being named the "Glenn County Landfill Site"; being permitted and identified by the California Integrated Waste Management Board (CIWMB) by the Solid Waste Information System (SWIS) Number 11-AA-0001; and

3. *Solid Waste Fee for Disposal and AB 939.* WHEREAS, in order to :

(A) reimburse the County for the cost of acquisition, operation, and maintenance of the disposal site; and

(B) ensure sufficient funds for implementing the responsibilities of the County and cities pursuant to the California Integrated Waste Management Act (AB 939); a fee shall be levied annually by the County, with the consent of each of the two cities, on properties located within the unincorporated areas of the County and within the incorporated limits of Willows and Orland; and

4. *Authorization to Form a Regional Agency.* WHEREAS, state legislation [California Public Resources Code (PRC), Section 40970 through 40975] allows cities and counties to form a REGIONAL AGENCY to implement PRC Division 30, Part 2 (Integrated Waste Management Plans), in order to reduce the cost of reporting and tracking disposal and diversion programs by individual cities and counties and to increase the diversion of solid waste from disposal facilities; and

5. *Purposes of the Regional Agency.* WHEREAS, the County, Willows, and Orland wish to establish a REGIONAL AGENCY for purposes of combining disposal and diversion quantities for determining compliance with AB 939 to allow for the efficient operation of diversion programs on a region-wide basis; to assume the responsibilities of the County and the cities for implementation of the multi-jurisdictional Source Reduction and Recycling Element (SRRE), Household Hazardous Waste Element (HHWE), and the Nondisposal Facility Element (NDFE) adopted by the County and the cities and any additional related elements or plans that may be required by state law including the Countywide Siting Element (SE) and the Summary Plan (SP); to revise, as necessary, any existing elements; to prepare any new subsequent elements; to serve as the single agency responsible for the *local approval and public review process* of these elements; to prepare the

annual reports for the reporting of progress toward AB 939 diversion goals; and to serve as the agency responsible for compiling the disposal information from haulers and facility operators for compliance with PRC Sections 41780 and 41821.5; and

6. *Responsibility for Any Civil Penalties.* WHEREAS, the County and the cities wish to assign responsibility for any civil penalties incurred pursuant to AB 939 to the REGIONAL AGENCY.

7. *Authorization of the Regional Agency to Act on behalf of the Member Jurisdictions with Respect to AB 939.* WHEREAS, the County and the cities wish to authorize the REGIONAL AGENCY to assume the responsibility for preparing, revising, reviewing, and locally approving AB 939 planning elements.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties, it is AGREED as follows:

1. *Precedence of Agreement.* Except as otherwise provided herein, this agreement shall take precedence over and supersede any other such agreement between the parties dealing with solid waste management.

2. *Establishment of solid waste disposal fee.* On or before April 1st of each year, the County Department of Public Works (Department) will make a determination of the amount of funds required to fund the solid waste disposal program for the following fiscal year.

(A) The Department will make an estimate of revenues available from gate receipts and other sources (e.g. state grants, sale of salvage materials, etc.) to offset the funds required. The additional funds needed will be obtained through the imposition of solid Waste disposal fees; and

(B) The Department will obtain from the County Assessor's Office a listing of the number and type of parcels eligible for imposition of solid waste fees; and

(C) The Department will apportion the total tonnage received at the Glenn County Landfill Site between residential and non-residential sources and establish solid waste fees for residential and non-residential categories; and

(D) The Department will forward to the REGIONAL AGENCY the recommended solid Waste disposal fees. Prior to May 1st of each year, the REGIONAL AGENCY will review and adopt the solid waste fee schedule and recommend its adoption by the County Board of Supervisors with the consent of each City's City Council pursuant to the authority granted in California Government Code (GC) Sections 25830 and 25831; and

(E) Prior to June 1st of each year, each City Council shall, by resolution, consent to the levying of the solid waste fees by the County within the incorporated limits of each City; and

(F) On or before July 1st of each year, the County Board of Supervisors, by resolution or ordinance, adopt and levy the solid waste fees within the incorporated and unincorporated areas of the County. A list of the parcel designations with the solid Waste disposal fees to be imposed upon each parcel shall accompany the ordinance or resolution. The fees will be levied and collected by the County Tax Collector as provided in GC Section 25830; and

(G) The County will follow the provisions of GC Section 25830 pertaining to the collection of delinquent fees.

3. *Enterprise Fund.* All moneys, fees, and fees collected under this Agreement shall be deposited in the Enterprise Fund (Fund) established by County under Resolution Number 72-55. The Enterprise Fund shall be used by the County only for the:

(A) planning, acquisition, operation, and maintenance of the Glenn County Landfill Site; and

(B) financing and implementing solid waste management plans and programs pursuant to AB 939, including any waste collection, processing, reclamation and disposal services. The County shall disburse monies from the Fund for AB 939 in conformance with the recommendations of the REGIONAL AGENCY. The County shall provide an annual report to the REGIONAL AGENCY on the disbursements from and use of the Fund.

4. *Conformance with Applicable Rules and Regulations.* The operation and maintenance of the Glenn County Landfill Site, in conformity with all federal and state rules and regulations applicable thereto, shall be the function and responsibility of the County. 74

5. *Schedule of Fees.* The County shall establish a schedule of fees for the disposal of garbage, refuse, and waste at the disposal site which shall be uniform for all persons who are residents of or property owners within either the County, Willows or Orland. The County shall, upon payment of the appropriate disposal fees, permit any and all residents of and property owners within the County, Willows, or Orland residents, property owners, and all commercial collectors operating under a franchise, license, contract, or permit within the County, Orland, or Willows to dispose of waste at the disposal site providing all applicable regulations are adhered to.

6. *Formation and Description of Regional Agency.* This agreement is also made and entered into for the purpose of forming a REGIONAL AGENCY pursuant to California PRC Sections 40970 through 40975. The REGIONAL AGENCY shall:

- (A) Combine disposal and diversion quantities for determining compliance with AB 939;
- (B) Allow for the efficient operation of diversion programs on a region-wide basis. The REGIONAL AGENCY shall recommend to the County the money to be disbursed from the Fund for AB 939 programs pursuant to implementation of the SRRE, HHWE, NDFE, SE, and SP;
- (C) Assume the responsibilities of the County and the cities for the implementation of the multi-jurisdictional SRRE, HHWE, NDFE, and any other elements or plans required by AB 939;
- (D) Revise existing elements, as necessary; prepare any new subsequent elements; and be responsible for the required *local approval and public review process* for these elements;
- (E) Prepare the annual reports for reporting progress toward AB 939 diversion goals; and
- (F) Assign responsibility for any civil penalties incurred pursuant to AB 939 to the REGIONAL AGENCY; and
- (G) Compile and monitor disposal information from haulers and facility operators for compliance with PRC Sections 41780 and 41821.5.

7. *Name and Address of Regional Agency.* The name and address of the REGIONAL AGENCY are:

Glenn County Waste Management Regional Agency (GCWMRA)
c/o Glenn County Public Works Department
777 North Colusa Street
Willows, California 95988-2298

8. *Members of Regional Agency.* The members of the GCWMRA are: County of Glenn, City of Orland, and the City of Willows.

(A) The members shall establish the GCWMRA Governing Board (Board) comprised of:

- (i) Three members designated by the County Board of Supervisors; and
- (ii) Three (3) members appointed by the Glenn County City Selection Committee.

(B) The Board shall meet initially and develop by-laws, voting procedures, and governance policies, which shall be reviewed and approved by the County Board of Supervisors and each City Council.

(C) The parties hereby agree that this agreement is made and entered into for the mutual benefit of all member jurisdictions and, as such, each party agrees to grant to all other parties to this agreement, and to the residents, property owners, and businesses thereof, reasonable access to any existing or future waste management facilities located within the collective boundaries of the member jurisdictions.

(D) No party to this agreement may exact any tax, fee, surcharge, or other payment from any one or more parties, or the residents, property owners, and businesses thereof, to this agreement, that is not required of all parties or the residents, property owners, and businesses, thereof, unless otherwise mutually agreed to.

(E) The member jurisdictions do not anticipate that the GCWMRA will receive or disburse any monies at the present time. Prior to the receipt or disbursement of any monies by the GCWMRA, this agreement will be modified to :

- (i) provide strict accountability of all monies and a report of all receipts and disbursements, pursuant to GC Section 6505; and

- (ii) designate a chief financial officer from one of the member jurisdictions to be the depository and have custody of all GCWMRA monies and to perform the duties set forth in GC Section 6505.5.

(F) The member jurisdictions do not anticipate the acquisition of any property by the GCWMRA. If necessary, for the acquisition of property, this agreement will be modified to:

- (i) provide for the acquisition, disposition, division, or distribution of such property, pursuant to GC Section 6511; and
- (ii) designate a custodian of such property and to require the custodian to post an official bond determined and fixed by the GCWMRA pursuant to GC Section 6505.1.

9. *Payment of Civil Penalties.* The parties hereby agree that the responsibility for any civil penalties incurred pursuant to AB 939 shall be assigned to the GCWMRA. The parties hereby authorize the GCWMRA to allocate responsibility to the member jurisdictions based upon the population of each jurisdiction for the year in which the civil penalties are incurred. Each member jurisdiction shall be apportioned a share of any applicable civil or criminal penalty, fine, forfeiture, or expenditure in direct proportion to its population. Population determinations shall be based upon the "Official State Population Estimates for California Cities and Counties" published annually by the California Department of Finance, Demographic Research Unit.

10. *Contingency Plan if Regional Agency Is Abolished.* In the event that the GCWMRA agreement is terminated, individual member jurisdictions will assume responsibility for any civil penalties incurred by their jurisdiction. Each member jurisdiction will assume the responsibility for implementing integrated waste management programs as identified in the multi-jurisdictional SRRE, HHWE, NDFE, SE, and SP and preparing and submitting to the CIWMB the required AB 939 annual reports for the jurisdiction.

11. *Duties and Responsibilities of Member Jurisdictions.*

(A) The member jurisdictions will be responsible for participating in the GCWMRA ; assisting the GCWMRA with any subsequent revisions to the SRRE, HHWE, NDFE, and any other related AB 939 planning elements; and reviewing the development of solid Waste disposal fees to fund the solid waste planning and disposal programs; and

(B) In the event any member withdraws from GCWMRA, that member shall become an independent jurisdiction and shall assume full responsibility for the mandates and restrictions imposed by AB 939, including but not limited to, meeting all of the requirements of PRC Division 30, Part 2, Chapter 6, Article 1. This responsibility also includes independently meeting all diversion, disposal, and reporting requirements of Article 1. The members which remain in the GCWMRA will continue to operate as the GCWMRA under the terms and conditions stated herein.

12. *Description of Source Reduction, Recycling, and Composting Programs Implemented by the Regional Agency.* The GCWMRA will be responsible for implementation of the programs selected in the SRRE, HHWE, NDFE, and any other related AB 939 planning elements (including the SE and SP). The multi-jurisdictional SRRE, HHWE, and NDFE (approved by the CIWMB) are incorporated by reference into this agreement. These elements, as a whole, comprise the Glenn County Regional Agency Integrated Waste Management Plan.

13. *Approval by CIWMB.* This agreement shall be subject to review and require the approval by the CIWMB as meeting the requirements of a REGIONAL AGENCY pursuant to PRC 40973 (c).

14. *Amendments.* This agreement may be amended or modified at any time, in a manner consistent with and furtherance of the purposes of this agreement, with the written consent of each member jurisdiction.

15. *Term of Agreement.* This agreement shall remain in full force and effect and shall continue annually for each fiscal year thereafter unless terminated on June 30th of any succeeding year by written notice given on or before April 1st of such year by any one contracting party with the consent of one other contracting party.

DATED: March 17, 1998

COUNTY OF GLENN

By:

Lick Mudd
Chair, Board of Supervisors, County of Glenn

CITY OF WILLOWS

By:

[Signature]
Mayor, City of Willows

CITY OF ORLAND

By:

[Signature]
Mayor, City of Orland

Approved as to form by:

N.Y. Steiner
County Counsel, County of Glenn

[Signature]
City Attorney, City of Willows

[Signature]
City Attorney, City of Orland



DISCUSSION & ACTION CALENDAR



Date: May 23, 2022

To: Honorable Mayor and Councilmembers

From: Nathan Monck, Fire Chief
Pat Piatt, Community Development & Services Director
Marti Brown, City Manager

Subject: Weed Abatement Contract Award

Recommendation:

Award Weed Abatement Contract to Robert Burt Construction.

Rationale for Recommendation:

As part of the City's fire prevention efforts, every year weed abatement efforts are undertaken throughout the city and on city properties.

Background:

On April 25, 2023, The Willows City Council approved the 2023 Weed Abatement Schedule (5-0 vote). Staff were directed to solicit bids for a weed abatement contractor for the 2022-23 Weed Abatement Season. Notice of bid solicitation was posted in the local newspapers. Two bid proposals were received.

Discussion & Analysis:

At the conclusion of the open and competitive bid process, two bid packets were received, both by local contractors. Bid packets received were reviewed by Pat Piatt, Community Development & Services Director, to avoid any potential conflicts of interest.

These potential perceptual conflicts of interest are due to the following:

1. Tony Tapia has worked with and under the Fire Chief in the past on multiple projects, and
2. The owner of Robert Burt Construction is an active volunteer firefighter whom the Fire Chief has also worked with on multiple projects.

Both potential contractors would be able to fulfill the services as described in the weed abatement bid form. In addition, both submitted bid packets that were deemed complete.

After reviewing the bid documents, Robert Burt Construction was determined to be the lowest responsible bidder, meeting all minimum requirements by Pat Piatt, Community Development & Services Director.

Fiscal Impact:

The exact fiscal impact is unknown and dependent on the responsiveness of the public. The total cost of the contract shall not exceed \$40,000 without prior written authorization by the City.

Attachments:

- Attachment 1: Robert Burt Construction Bid Form
- Attachment 2: Tony Tapia Construction Bid Form



CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor

Robert Burt Construction

Project Title

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

THIS CONTRACTUAL SERVICES AGREEMENT (Agreement) is entered into on _____, 2023, between the City of Willows, a municipal corporation under the laws of the State of California, (City) and Robert Burt, an individual, dba Robert Burt construction, 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:

By: Marti Brown
City Manager

APPROVED AS TO FORM:

Carolyn Walker
City Attorney

CONTRACTOR:

By: 
Owner

APPROVED AS TO CONTENT:

Nathan Monck
Fire Chief

The City of Willows is an Equal Opportunity Provider

CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor

Robert Burt Construction

Project Title

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

EXHIBIT "A"

DESCRIPTION OF PROJECT

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

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

CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor

Robert Burk Construction

Project Title

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

EXHIBIT "B"

SCOPE OF CONTRACTUAL SERVICES BASIC

Scope of Contractual Services - Basic

The Contractor shall provide contractual services as follows:

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

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

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

PERFORMANCE OF WORK

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

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

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

BURNING PROHIBITED

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

SAFETY PRECAUTIONS

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

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

NATURE OF SERVICES

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

A. ABATEMENT REQUIRED

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

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

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

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

2. FIREBREAKS (PARCELS OVER 5 ACRES)

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

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

B. GRADING/DISTURBANCE RESTRICTIONS - PROTECTED AREAS

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

C. REMOVAL OF DEBRIS

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

D. DUMP BOX SERVICES

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

E. Documentation

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

CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor

Robert Budd Construction

Project Title

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

EXHIBIT "C"

COMPENSATION

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

COMPENSATION

1.1 Contractor shall be compensated for the work outlined herein pursuant to the attached Contractor's Abatement Pricing (as submitted by contractor) and dated May 23rd 2023. Compensation shall not exceed \$40,000.00 without written authorization of City upon receipt of 30 days advance notice provided by Contractor.

TERMS OF PAYMENT

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

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

CONTRACTOR'S ABATEMENT PRICING

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

0-3	Cubic Yards	\$ 521.50
4-6	Cubic Yards	\$ 667.24
7-10	Cubic Yards	\$ 1542.87

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

0-3	Cubic Yards	\$ 642.81
4-6	Cubic Yards	\$ 1,124.62
7-10	Cubic Yards	\$ 1,442.00

PARCEL MOWING: **Price Per Parcel**

0	-2,500	Square Feet	\$325.00
2,501	-5000	Square Feet	\$426.00
5,001	-7,500	Square Feet	\$520.00
7,501	-10,000	Square Feet	\$649.00
10,001	-21,840	Square Feet	\$621.00
½	-1	Acre	\$1,000.00
1	-2	Acre	\$1,109.00
3	-4	Acre	\$1,540.00
4	-5	Acre	\$2,111.00

FIREBREAKS:**Price Per Parcel**

Length of Fire Break		30 ft Width of Fire Break
0	-100	\$ 266.84
101	-300	\$ 390.00
301	-500	\$ 425.00
501	-800	\$ 455.00
801	-1,000	\$ 520.00
1,001	-1,200	\$ 585.00
1,200	-1,400	\$ 617.50
1,401	-1,600	\$ 650.00
1,801	-2,000	\$ 740.00
2,001	-2,500	\$ 910.00
2,501	-3,000	\$ 1,040.00
3,001	-3,500	\$ 1,170.00
3,501	-5,000	\$ 1,300.00

CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor:

Robert Burk construction

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:

Robert Burt Construction

Project Title:

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

EXHIBIT "E"

SPECIAL PROVISIONS

NONE.



CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor

Tony Tapia Construction

Project Title

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

THIS CONTRACTUAL SERVICES AGREEMENT (Agreement) is entered into on _____, 2023, between the City of Willows, a municipal corporation under the laws of the State of California, (City) and Tony Tapia, an individual, dba Tony Tapia Construction, 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:

By: Marti Brown
City Manager

CONTRACTOR:

By: 
Owner

APPROVED AS TO FORM:

Carolyn Walker
City Attorney

APPROVED AS TO CONTENT:

Nathan Monck
Fire Chief

The City of Willows is an Equal Opportunity Provider

CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor

Tony Tapia Construction.

Project Title

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

EXHIBIT "A"

DESCRIPTION OF PROJECT

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

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

CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor

Tony Tapia Construction

Project Title

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

EXHIBIT "B"

SCOPE OF CONTRACTUAL SERVICES BASIC

Scope of Contractual Services - Basic

The Contractor shall provide contractual services as follows:

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

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

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

PERFORMANCE OF WORK

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

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

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

BURNING PROHIBITED

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

SAFETY PRECAUTIONS

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

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

NATURE OF SERVICES

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

A. ABATEMENT REQUIRED

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

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

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

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

2. FIREBREAKS (PARCELS OVER 5 ACRES)

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

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

B. GRADING/DISTURBANCE RESTRICTIONS - PROTECTED AREAS

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

C. REMOVAL OF DEBRIS

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

D. DUMP BOX SERVICES

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

E. Documentation

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

CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor

Tony Tapia Construction.

Project Title

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

EXHIBIT "C"

COMPENSATION

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

COMPENSATION

1.1 Contractor shall be compensated for the work outlined herein pursuant to the attached Contractor's Abatement Pricing (as submitted by contractor) and dated May 23rd 2023. Compensation shall not exceed \$40,000.00 without written authorization of City upon receipt of 30 days advance notice provided by Contractor.

TERMS OF PAYMENT

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

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

CONTRACTOR'S ABATEMENT PRICING

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

0-3	Cubic Yards	\$ 739.44
4-6	Cubic Yards	\$ 2,036.65
7-10	Cubic Yards	\$ 2,993.68

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

0-3	Cubic Yards	\$ 610.13
4-6	Cubic Yards	\$ 1,220.13
7-10	Cubic Yards	\$ 2,033.57

PARCEL MOWING: **Price Per Parcel**

0	-2,500	Square Feet	\$ 282.44
2,501	-5000	Square Feet	\$ 339.54
5,001	-7,500	Square Feet	\$ 367.35
7,501	-10,000	Square Feet	\$ 424.40
10,001	-21,840	Square Feet	\$ 480.82
½	-1	Acre	\$ 716.82
1	-2	Acre	\$ 1,207.21
3	-4	Acre	\$ 2,263.47
4	-5	Acre	\$ 3,017.96

FIREBREAKS:**Price Per Parcel**

Length of Fire Break		30 ft Width of Fire Break
0	-100	\$ 326,64
101	-300	\$ 419,28
301	-500	\$ 455,22
501	-800	\$ 491,13
801	-1,000	\$ 527,04
1,001	-1,200	\$ 598,92
1,200	-1,400	\$ 652,80
1,401	-1,600	\$ 712,59
1,801	-2,000	\$ 850,41
2,001	-2,500	\$ 994,59
2,501	-3,000	\$ 1,137,87
3,001	-3,500	\$ 1,281,57
3,501	-5,000	\$ 1,856,40

CITY OF WILLOWS - CONTRACTUAL SERVICES AGREEMENT

Contractor:

Tony Tapia Construction.

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 insured(s). 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:

Tony Taglia Construction

Project Title:

WEED ABATEMENT SERVICES

Budget Account Number

301-4130.150

EXHIBIT "E"

SPECIAL PROVISIONS

NONE.



Date: May 23, 2023

To: Honorable Mayor and Councilmembers

From: Pat Piatt, Community Development & Services Director
Marti Brown, City Manager

Subject: Green and Jefferson Streets Urgent Repair Project - Budget Adjustment

Recommendation:

Authorize a budget adjustment of \$39,653 to the contract with All-American Construction, Inc. for the Green and Jefferson Streets Urgent Repair Project, bringing the total not to exceed amount to \$104,653, which will be funded with a combination of Gas Tax, SB1 and/or RSTP Funds.

Background:

The portion of Green Street between North Lassen and North Butte Streets needs urgent repair. The westerly 200 feet +/- is fully within the City limits and it is in very poor condition requiring immediate attention. Additionally, the cul-de-sac at the northly end of Jefferson Street is in very poor condition and is also in need of urgent repair.

This item was approved by the City Council on January 10, 2023, and the Council authorized the City Manager to execute a contract with All-American Construction for urgent work with a construction budget of \$57,000. The work initially included the first 200 feet of Green Street east of the intersection of Green and North Lassen Streets, as well as partial paving off the cul-de-sac at the north end of Jefferson Street.

At the February 14 meeting, the property owner at 445 Green Street mentioned that there is a low point in the curb and gutter that ponds when it rains. The property owner thought it was about 20 to 25 feet of length of curb, gutter and sidewalk would need to be replaced. The Council directed staff to investigate the cost to repair this section of the street as part of this project and return to the Council with a recommended budget adjustment.

Discussion & Analysis:

Staff reviewed the matter and, based on field measurements, it was determined that 100 feet of curb, gutter and sidewalk will need to be replaced in order to ensure that water drains easterly towards the existing ditch. All-American Construction estimated that it will cost \$21,730 to demolish, regrade the base material under these facilities, and replace the curb, gutter and sidewalk. Staff compared this estimate with the unit costs from the recent North Lassen Street and Pacific Avenue projects and the pricing is consistent with both of those projects.

Additionally, since approval, the volume of rain received this past season has contributed to further degradation of the cul-de-sac on Jefferson Street. The entire bulb end of the cul-de-sac now needs paving, as opposed to what was originally estimated (partial paving of roughly ¼ of the bulb end of the cul-de-sac). The additional paving will add another \$17,844 to the Jefferson Street work, bringing the total to \$23,844 (the original \$6,000 plus \$17,844.) This revised estimate uses the same unit costs as the original estimate.

Based on the revised estimate from the contractor for curb, gutter and sidewalk work on Green Street and the additional paving work on Jefferson Street, staff is recommending that a budget adjustment be approved for this contract adding an additional \$39,653.

Fiscal Impact:

Based on the revised numbers for the project, the overall recommended budget for this project is as follows:

Original Construction Cost:	\$ 48,079
Contingency:	\$ 5,400
CM/Inspection:	\$ 5,600 (estimated)
Additional curb/gutter/sidewalk	\$ 21,730
Original Jefferson Street paving	\$ 6,000
Additional Jefferson Street paving	<u>\$ 17,844</u>
NEW TOTAL PROJECT COST	\$104,653

It should be noted that even considering the revised numbers, the overall project budget is less than the estimated cost in the Capital Improvement Program (CIP), Project ST-006, which projects \$109,655. The Gas Tax Fund will be the primary funding source for this project.

Attachment:

- Attachment 1: Resolution XX-2023



**City of Willows
Resolution xx-2023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, CALIFORNIA,
AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO AMEND THE CONTRACT WITH ALL-
AMERICAN CONSTRUCTION, INC. FOR URGENT STREET REPAIRS ON GREEN AND JEFFERSON
STREETS PROJECT AND ADJUST THE OVERALL BUDGET FOR THE PROJECT**

WHEREAS, on January 10, 2023, the City Council approved execution of a contract with All-American Construction for pavement rehabilitation of portions of Green Street ("Project") and directed staff to return to council with a new cost to include repairs to a cul-de-sac on Jefferson Street; and

WHEREAS, at the meeting of February 24, 2023, the Council directed staff to return to Council with a new cost to include additional work to manage ponding that occurs on Green Street during heavy; and

WHEREAS, since the approval of the contract with All-American Construction in January, heavy rains have further damaged pavement in the cul-de-sac at the north end of Jefferson Street, causing the need for further repairs; and

WHEREAS, staff has worked with All-American Construction for a budget to complete the additional work associated with replacing a portion of curb, gutter and sidewalk on Green Street to eliminate the ponding, as well as additional paving in the cul-de-sac on Jefferson Street, and All-American has estimated the additional work at \$39,653; and

WHEREAS, this additional work will bring the overall contract with All-American Construction to \$93,653; and

WHEREAS, the original construction contingency of \$5,400 and the estimated construction management and inspection costs of \$5,600 remain the same as was originally approved by the Council.

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

1. The above recitals are true and correct and are hereby incorporated into this Resolution as findings of the City Council of the City of Willows.
2. The City Manager, or her designee, is hereby authorized and directed to execute a change order with All-American Construction, Inc. for performance of the project in accordance with applicable laws and City Standards for an additional not to exceed amount of \$39,653, bringing the total not to exceed amount of All-

American's contract to \$93,653, which will be funded with a combination of Gas Tax, SB1 and/or RSTP Funds.

3. The overall budget (including construction, contingency and construction management/inspection costs) shall be increased to \$104,653 to take into account the additional construction work.
4. This Resolution shall become effective immediately.
5. All portions of this resolution are severable. Should any individual component of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining resolution portions shall be and continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Willows hereby declares that it would have adopted this Resolution and each section, subsection, clause, sentence, phrase, and other portion thereof, irrespective of the fact that one or more section subsection, clause sentence, phrase or other portion may be held invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council on this 23rd day of May 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Richard Thomas, Mayor

Tara Rustenhoven, Deputy City Clerk



Date: May 23, 2023

To: Honorable Mayor and City Council

From: Pat Piatt, Community Development & Services Director
John Wanger, City Engineer

Subject: SB 1 Transportation Funds – Project List for FY23-24

Recommendation:

Approve the attached resolution and following actions:

1. Review the recommended street projects to be funded with SB-1 monies.
2. Listen to public comments and direct staff to make any changes, if necessary.
3. Adopt the attached resolution.
4. Direct staff to proceed with submitting the FY 2023-24 Road Maintenance and Rehabilitation Account (RMRA) project list to the State for approval.
5. Authorize the necessary changes to the budget reflecting the anticipated revenues from SB-1 as mentioned herein and the expenditures for improvements to the streets included in the 2024 Pavement Rehabilitation Project as mentioned herein.

Rationale for Recommendation:

State regulations require that specific projects funded with SB-1 monies be annually approved by the City Council. Once approved, the City must report the project list, as well as associated project information, to the State for final approval.

Background:

In 2017, Senate Bill 1 (SB-1) was approved by then Governor Jerry Brown. The Bill provides new revenues for road maintenance projects within the city limits. According to State projections, for Fiscal Year 2023-24, the city is anticipated to receive approximately \$158,877 in SB-1 revenues.

Discussion & Analysis:

Based on the City's estimated allocations of both SB-1 funds, the City is expected to receive the amount mentioned above from the State in FY 2023-24 for street improvement projects. As a result, the proposed Capital Improvement Program (CIP) for the upcoming fiscal year will

include a Pavement Rehabilitation Project. Based on information from the 2021 Pavement Management Program, staff is recommending treatment of the following streets:

- Green Street from 250 feet east of N. Lassen to N. Butte Streets; and
- Eureka Street from N. Butte to N. Tehama Streets.

Specific details on the treatments and cost estimated for these street projects are as follows:

Street Name	Limits		Area (sf)	PCI	Total Estimated Cost	Type of Treatment
Eureka Street	BUTTE ST	TEHAMA ST	19,575	20	\$ 195,750	3" Asphalt mill/fill
Green Street	LASSEN	PLUMAS	11,880	26	\$ 89,100	2" Asphalt mill/fill
Green Street	PLUMAS ST	BUTTE ST	18,408	34	\$ 138,060	2" Asphalt mill/fill
			Total Estimated Cost		\$ 422,910	
			Estimated City Share		\$ 281,940	
			Estimated County Share		\$ 140,970	

As both Green and Eureka Streets are jointly owned by the City and County, it is anticipated that there will be a cost sharing of the overall expenses. It is estimated that the city will be responsible for two thirds of the cost and the County for one third of the cost. As shown in the table, the City's anticipated cost is approximately \$282,000. Of that amount, it is anticipated that \$158,877 will be funded through SB-1 funds and \$123,063 will be funded through RSTP funds. It should be noted that cost sharing discussions for the specific amounts shown have not been discussed with the County. As the FY 2023/24 Pavement Rehabilitation Project moves forward, an agreement for cost sharing will be required between the City and County.

Unlike other "Gas Tax" funding that cities receive, SB1 monies must be specifically identified and incorporated into the City's adopted budget, and these projects must be submitted to the California Transportation Commission on an annual basis.

Upon adoption of the attached resolution, the City Engineer will complete the necessary documentation and submit it to the State.

Fiscal Impact:

There is no fiscal impact in adopting the proposed SB1 list of proposed street projects for FY 2023-24 and submitting the list to the State. The adopted list is for fulfillment of the State's requirement. As the project moves forward, it is anticipated that agreements for the design and ultimate award of construction, as well as cost sharing agreements with the County will be brought forward to the Council for discussion and approval.

Attachment:

- Attachment 1: Resolution XX-2023



**CITY OF WILLOWS
RESOLUTION NO. XX-2023**

**RESOLUTION OF THE CITY COUNCIL OF CITY OF WILLOWS
ADOPTING A LIST OF STREET IMPROVEMENT PROJECTS FOR FISCAL YEAR 2023-24
AND RECOMMENDING THE USE OF SB 1 MONIES
(THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017) TO FUND SAID PROJECTS:**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Willows are aware of the projects proposed for funding in the community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$158,877 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS, this is the seventh year in which the City is receiving SB 1 funding and it will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a public process to ensure public input into the community's transportation priorities and the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the highest-priority and most cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate two streets and add active transportation infrastructure throughout the City this year and numerous projects into the future; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are "at risk" of further deterioration and this revenue will help to increase the overall quality of the City's road system and, over the next decade, will bring streets and roads into at least a "fair condition"; and

WHEREAS, the SB 1 project list and overall investment in the City's local streets and roads infrastructure will significantly improve basic maintenance and safety, invest in complete streets infrastructure, and use cutting-edge technology, materials and practices and will have significant positive benefits to the citizens of the City.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Willows, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be submitted to the State for consideration with proposed funding for Fiscal Year 2023-24 from the Road Maintenance and Rehabilitation Account (SB 1) revenues in the 2024 Pavement Rehabilitation Project:

Street Name	Limits		Type of Treatment	Estimated Construction Schedule	Estimated Useful Life
Eureka Street	BUTTE ST	TEHAMA ST	3" Asphalt mill/fill	4/24 - 6/24	20 years
Green Street	LASSEN	PLUMAS	2" Asphalt mill/fill	4/24 - 6/24	20 years
Green Street	PLUMAS ST	BUTTE ST	2" Asphalt mill/fill	4/24 - 6/24	20 years

PASSED AND ADOPTED by the City Council of the City of Willows, State of California this 23rd day of May 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Richard Thomas, Mayor

Tara Rustenhoven, Deputy City Clerk



Date: May 23, 2023

To: Honorable Mayor and Councilmembers

From: Pat Piatt, Community Development & Services Director
Marti Brown, City Manager

Subject: Purchase Case Backhoe

Recommendation:

Approve the attached resolution (Attachment 1) authorizing the purchase of a new backhoe from Sonsray Machinery in accordance with the attached quote (Attachment 2) for a total amount of \$149,993.

Rationale for Recommendation:

On June 27, 2022, the Council approved the Fiscal Year 2022-23 Operating Budget, which included replacement vehicle expenditures, including a new backhoe, which supports the Public Works team in their work on streets, parks, and the wastewater system.

Background:

In accordance with the City's purchasing policy, the City noticed a request for backhoe bids on April 5, 2023. Interested parties were requested to submit bids by April 19, 2023, at 4:00 pm, and three dealerships submitted proposals before the deadline. Sonsray Machinery provided the lowest price for each of the requested vehicles for a total cost of \$149,993. A comparison of the quotes submitted by the three dealerships is listed in the table below.

Vendor	Quote
Sonsray - Case	\$149,993
Pape - John Deere	\$157,400
Peterson - Caterpillar	\$175,909

Fiscal Impact:

This purchase will be funded by a USDA grant secured by Fire Chief Monck, the General Fund, the Wastewater Fund and the Gas Tax Fund. The impact to the General Fund will be \$22,499, or 15% percent of the purchase price. The impact to the Wastewater Fund (\$22,499) and the Gas Tax fund (\$22,499) will be \$22,499, or 15% of the purchase price from each fund, and the USDA Grant will fund \$82,496, or 55% of the purchase price. The cost allocation to each Fund and the grant are listed below.

Funding Source	Amount	Percentage
USDA Grant	\$82,496	55%
General Fund	\$22,499	15%
Wastewater Fund	\$22,499	15%
Gas Tax Fund	\$22,499	15%

Attachments:

- Attachment 1: Resolution XX-2023
- Attachment 2: Dealer Quotes



**CITY OF WILLOWS
RESOLUTION XX-2023**

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WILLOWS, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER, OR HER
DESIGNEE, TO PURCHASE A NEW CASE BACKHOE UTILITY VEHICLES FROM SONSRAY
MACHINERY FOR AN AMOUNT OF \$149,993**

WHEREAS, on June 27, 2022 the City Council of the City of Willows adopted the budget for Fiscal Year 2022-23; and

WHEREAS, the purchase of a new backhoe was approved as part of the City's Capital Outlay; and

WHEREAS, staff has determined that Sonray Machinery has provided a quote a backhoe that satisfies the City's needs and was found to be the lowest bidder.

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

1. The above recitals are true and correct and are hereby incorporated into this Resolution as findings of the City Council of the City of Willows.
2. This is not a project and is therefore categorically exempt from CEQA.
3. The City hereby finds the quote by Sonray Machinery to be the lowest responsive quote and waives any irregularities in such quote in accordance with applicable law.
4. The City Manager is hereby authorized and directed to a new Case backhoe from Sonray Machinery for the amount of \$149,992.94.
5. This Resolution shall become effective immediately.

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council on this 23rd day of May 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Richard Thomas, Mayor

Tara Rustenhoven, Deputy City Clerk


WE MOVE MOUNTAINS © ARIZONA CALIFORNIA NEVADA OREGON WASHINGTON

CASE
CONSTRUCTION

2535 Ellis St. • Redding • CA • 96001 TEL: (530) 245-9000

www.SonsrayMachinery.com

Ship To: Redding Store
2535 Ellis St.
Redding CA 96001
Invoice To: CITY OF WILLOWS
201 North Lassen Street
Willows CA 95988-2704

Redding
April 18, 2023
Prospect128607

ggeorge-0314
530-934-7041
Purchase Order:

Sales Person: Gary George

Attention:

EQUIPMENT QUOTE/SALES ORDER

2024 CASE 580SN

Serial #: Factory Quote (701785277) Stock #:
N.I.S.

\$139,475.00

***Quote Expires __ 4/ 24 /2023__

NEW 2024 CASE 580SN TIER 4 FINAL TRACTOR LOADER BACKHOE

EQUIPPED AS FOLLOWS:

ENCLOSED CAB, HEATER-A/C, AIR RIDE SUSPENSIONSEAT (HEATED)
PILOT CONTROLS, TILT STEERING WHEEL, LED LIGHT PACKAGE, RADIO
4 WHEEL DRIVE, RIDE CONTROL

POWERSHIFT H TRANSMISSION

4-1 FRONT LOADER BUCKET

POWER LIFT / POWER BOOST OPTION / COMFORT STEER OPTION

BI-DIRECTIONAL REAR AUXILIARY HYDRAULICS, REAR MECHANICAL BUCKET COUPLER

EXTENDAHOE DIPPER with 24" HD DIGGING BUCKET, FLIP OVER PADS

HYDRAULIC THUMB

TOKU AUGER DRIVE (ROUND HUB)

**** WARRANTY **** 12 MONTHS UNLIMITED HOURS, 24 MO - 2000 HOUR POWERTRAIN (ALL WARRANTY IS QUOTED "IN SHOP")

NOTE: 3 YEAR 3000 HOUR " FULL" WARRANTY AVAILABLE FOR AN ADDITIONAL 3790.00

FOB: WILLOWS, CA

Quoted Price	\$139,475.00
Sales Tax 7.25 %	\$10,111.94
Processing Fee	\$ 399.00
CA Tire Tax	\$ 7.00
Cash Due or Finance Amount	\$149,992.94

**NOTICE TO
PURCHASER**

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.

You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.

Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____

Sales Consultant _____

Date 4/18/23

Print Name _____

Date _____

Accepted By _____

Date _____

Quote Summary**Prepared For:**

CITY OF WILLOWS CORP YARD
201 N LASSEN ST
WILLOWS, CA 95988
Business: 530-934-7041

Prepared By:

JARED SMITH
Pape Machinery, Inc.
5065 Caterpillar Road
Redding, CA 96003
Phone: 530-241-4555
jared.smith@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Id: 28520835
Created On: 03 April 2023
Last Modified On: 04 April 2023
Expiration Date: 03 May 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 310 P-Tier Backhoe Loader	\$ 137,731.96 X	1 =	\$ 137,731.96
JOHN DEERE PA40 Planetary Drive Auger	\$ 8,291.42 X	1 =	\$ 8,291.42
SOURCEWELL .5% ADMIN FEE	\$ 730.17 X	1 =	\$ 730.17
Equipment Total			\$ 146,753.55

Quote Summary

Equipment Total	\$ 146,753.55
Tire Fee	\$ 7.00
SubTotal	\$ 146,760.55
Sales Tax - (7.25%)	\$ 10,639.63
Total	\$ 157,400.18
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 157,400.18

Salesperson : X _____**Accepted By : X** _____ **135**

Selling Equipment

Quote Id: 28520835

Customer: CITY OF WILLOWS CORP YARD

JOHN DEERE 310 P-Tier Backhoe Loader

Equipment Notes: ***PRICE WAS QUOTED USING SOURCEWELL
DISCOUNTS. CITY OF WILLOWS SOURCEWELL
ID# 119373

Hours:
Stock Number:

Code	Description	Qty
17B0T	310 P-tier Backhoe Loader	1
Standard Options - Per Unit		
183E	JDLink™	1
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
1002	Canopy (ROPS/FOPS)	1
3005	Powershift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1
4006	John Deere 4.5L - FT4/Stage IV	1
5245	Galaxy 19.5L-24 12PR Rear & 12.5/80-18 10PR Front	1
6154	Dual Batteries with Disconnect, Jump Post, and Engine Block Heater	1
6576	1000 lb. (454 kg.) Front Counterweight	1
6752	Extendible Dipperstick	1
7002	Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)	1
7028	Pilot Controls, Two Lever, with Pattern Selection	1
7040	Three-Function Loader Hydraulics, Single Lever	1
7700	Less Coupler - Less Thumb	1
7800	Less Backhoe Bucket with Bucket Pins	1
7856	86 in. (2.18 m.) Wide, 1.25 cu. yd. (0.96 cu. m.) Multi-Purpose Bucket	1
8062	Backhoe Boom Protection Plate	1
8075	Diagnostic Oil Sampling Ports	1
8103	Premium Canopy Option - Headliner and Tilt Steering	1
8115	MFWD Driveshaft Guard	1
8126	Heavy-Duty Grille Frame	1
8146	Left Side Console Storage with Cup Holders	1
8159	Machine Security	1

Selling Equipment

Quote Id: 28520835

Customer: CITY OF WILLOWS CORP YARD

8209	Seat, Vinyl Air-Suspension	1
Dealer Attachments		
AT408903	Mounting kit for multi-purpose (ABC) Dry Chemical Fire Extinguisher	1
AT450466	Auxiliary Backhoe Hydraulics for Auger, Extendible Dipperstick	1
WRXLS	Wain Roy XLC Coupler	1
PSM	PSM Progressive Link Thumb	1
WR24	Wain Roy 24" Dig bucket	1
WR30DC	Wain Roy 30" Trenching bucket	1

JOHN DEERE PA40 Planetary Drive Auger

Equipment Notes:
Hours:
Stock Number:

Code	Description	Qty
9960T	PA40 Planetary Drive Auger	1
Standard Options - Per Unit		
1001	Adapter, Pins and Bushings for 310S/ SK/SL, 315SJ/SK/SL and 410J/K/L Backhoes Less Backhoe Coupler or Deere Coupler	1
9003	9 in. Heavy Duty Bit	1

SOURCEWELL .5% ADMIN FEE

Equipment Notes:
Hours: 0

Stock Number:

Code	Description	Qty
ADMIN FEE	SOURCEWELL .5% ADMIN FEE	1

Notice: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.



Mar 31, 2023

CITY OF WILLOWS
201 N LASSEN ST
WILLOWS
California
95988

Attention: Nathan Monck

RE: Quote 213722-01

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 420 Backhoe Loaders

STOCK NUMBER: PM01929 **SERIAL NUMBER:** 0H8T03629

MACHINE SPECIFICATIONS

420 07A BACKHOE LOADER CFG2	542-7992
LANE 2 ORDER	0P-9002
BEACON, MAGNETIC MOUNT, STROBE	433-0154
ENGINE, 82KW, C3.6 DITA, T4F	542-7780
BEACON, MAGNETIC MOUNT	211-4292
COUPLER, PG, HYDR.D.LOCK, BHL	485-5303
RUST PREVENTATIVE APPLICATOR	462-1033
SEAT BELT, 3" SUSPENSION	206-1748
SHIPPING/STORAGE PROTECTION	461-6839
STABILIZER PADS, FLIP-OVER	9R-6007
FAN	387-6682
TRIM PACKAGE 3	630-5313
PINS, SPARE	318-9902
COUPLING,QD,THREADED WITH CAPS	456-3390
LOADER BUCKET PINS	545-8548
BUCKET-MP, 1.4 YD3, PO	337-7442
LINES,HYD CPLR 14FT EXT PILOT	555-2396
PACK, DOMESTIC TRUCK	0P-0210
INSTRUCTIONS, ANSI	559-0872
MIRRORS, EXTERNAL, BOTH SIDES	382-2499
TIRES, 340 80R18/500 70R24, MX	533-0479

SERIALIZED TECHNICAL MEDIA KIT
CUTTING EDGE, TWO PIECE,WIDE
420 LANE 2 ZCON
THUMB, TINE, A 3
AUGER, A68, BHL, 45-50MM
12" HD Bucket
24" HD Bucket
Thumb, HYDRAULIC
BIT, AUGER 12"

421-8926
9R-5320
626-9389
221-4283
227-4359

SELL PRICE	\$164,018.07
EXT WARRANTY	Included
NET BALANCE DUE	\$164,018.07
SALES TAX (7.25%)	\$11,891.31
AFTER TAX BALANCE	\$175,909.38

WARRANTY

Standard Warranty:	12 Month, Unlimited Hours Standard Warranty
Extended Warranty:	420-48 MO/4000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

F.O.B/TERMS: Delivered

Accepted by _____ on _____

Signature

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Travis Boyan
Machine Sales Representative
Peterson CAT
(530) 990-0961
TLBoyan@petersoncat.com



COMMENTS AND REPORTS