



Willows City Council Regular Meeting

December 10, 2024
Willows City Hall
6:00 PM

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

City Manager
Marti Brown

City Clerk
Vacant

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

Agenda

Watch the Council meeting online via Zoom:

<https://us06web.zoom.us/j/83406973348?pwd=qTpD38apbjj8btWHoe4F9MV0BC3E5w.1>

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

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CHANGES TO THE AGENDA**
5. **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 the November 26, 2024, meeting minutes.

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

c. **Certified 2024 Election Results**

Recommended Action: Review and confirm the 2024 certified election results.

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

d. **Transaction and Use Tax Agreements with the State of California**

Recommended Action: Approve the resolutions and authorize the City Manager to enter into an agreement with the State of California to implement the voter-approved 1.5% Local Transaction

and Use Tax and amend the city's contract with HdL Companies to include continued sales tax monitoring and forecasting services for the new 1.5% sales tax.

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

e. Update of Fire Recovery USA Resolution to Add Consumer Price Index Escalator

Recommended Action: Adopt Resolution XX-2024 amending the Fire Recovery USA Resolution 19-2022 (May 10, 2022) to add a consumer price index (CPI) escalator and ensure adequate compensation for billable emergency response.

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

f. WM Franchise Agreement – Annual Consumer Price Index Rate Increase

Recommended Action: Approve the WM Consumer Price Index (CPI) increase of 1.90%.

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

6. 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. New Sewage Pump for Pacific Avenue Lift Station

Recommended Action: Authorize the City Manager to purchase a new sewage pump from Pac Machine Co., Inc. for the Pacific Avenue sewer lift station in an amount not to exceed \$10,000.

b. Co-fund an Assessment Study to Determine the Feasibility of Joining Pioneer Energy CCA

Recommended Action: Authorize the City Manager to execute a Letter of Intent to co-fund an assessment study along with Pioneer Energy, the County of Glenn, and the City of Orland to help determine whether the City of Willows should become a member of Pioneer Energy Community Choice Aggregator (CCA).

7. COMMENTS & REPORTS

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

8. ADJOURNMENT

This agenda was posted on December 6, 2024.

Tara Rustenhoven, Deputy City Clerk

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

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

The City of Willows is an Equal Opportunity Provider.



PUBLIC COMMENT & CONSENT CALENDAR FORUM



City of Willows

Payment Register

APPKT00337 - 11-26-24 CHECK RUN

Bank: Gen Chk - General Checking

Vendor Number	Vendor Name	Total Vendor Amount	
	Void	0.00	
Payment Type	Payment Number	Payment Date	Payment Amount
**Void Check	55039	11/26/2024	0.00
**Void Check	55058	11/26/2024	0.00
**Void Check	55059	11/26/2024	0.00
**Void Check	55060	11/26/2024	0.00
**Void Check	55069	11/26/2024	0.00

Vendor Number	Vendor Name	Total Vendor Amount			
1004	3CORE	500.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	55034	11/26/2024	500.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1838	OCTOBER 2024 & QUARTERLY SERVICE	11/25/2024	11/25/2024	0.00	500.00

Vendor Number	Vendor Name	Total Vendor Amount			
1008	A.T. & T.	1,152.41			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	55035	11/26/2024	1,152.41		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
000022622236	BAN - 9391061606 10-19-24 TO 11-18-24 SERVICE	11/25/2024	11/25/2024	0.00	76.10
000022622239	BAN - 9391061610 10-19-24 TO 11-18-24 SERVICE	11/25/2024	11/25/2024	0.00	256.19
000022622241	BAN - 9391061615 10-19-24 TO 11-18-24 SERVICE	11/25/2024	11/25/2024	0.00	157.66
000022622242	BAN - 9391061616 10-19-24 TO 11-18-24 SERVICE	11/25/2024	11/25/2024	0.00	289.74
000022622243	BAN - 9391061617 10-19-24 TO 11-18-24 SERVICE	11/25/2024	11/25/2024	0.00	30.65
000022622244	BAN - 9391061620 10-19-24 TO 11-18-24 SERVICE	11/25/2024	11/25/2024	0.00	223.11
000022622245	BAN - 9391061621 10-19-24 TO 11-18-24 SERVICE	11/25/2024	11/25/2024	0.00	29.09
000022622246	BAN - 9391061623 10-19-24 TO 11-18-24 SERVICE	11/25/2024	11/25/2024	0.00	60.78
000022622247	BAN - 9391061624 10-19-24 TO 11-18-24 SERVICE	11/25/2024	11/25/2024	0.00	29.09

Vendor Number	Vendor Name	Total Vendor Amount			
1068	ANDY HEATH FINANCIAL SERV	2,310.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	55036	11/26/2024	2,310.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20-47	FINANCIAL CONSULTING 10-21-24 TO 11-18-24	11/25/2024	11/25/2024	0.00	2,310.00

Vendor Number	Vendor Name	Total Vendor Amount			
1103	BAKER & TAYLOR BOOKS	80.78			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	55037	11/26/2024	80.78		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2038674784	NEW MATERIAL - LIBRARY	11/25/2024	11/25/2024	0.00	80.78

Vendor Number	Vendor Name	Total Vendor Amount			
1172	CALIFORNIA WATER SERVICE	5,419.02			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	55038	11/26/2024	5,419.02		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1053836442-110724	SERVICE TO 11-07-24	11/25/2024	11/25/2024	0.00	110.61
8491677777-111824	SERVICE TO 11-18-24	11/26/2024	11/26/2024	0.00	5,308.41

Payment Register

APPKT00337 - 11-26-24 CHECK RUN

Vendor Number	Vendor Name					Total Vendor Amount
1211	CASCADE FIRE EQUIPMENT					3,062.22
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55040			11/26/2024		3,062.22
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
14896	SUPPLIES - CFF GRANT - FIRE	11/26/2024	11/26/2024	0.00		112.61
14897	SUPPLIES - CFF GRANT - FIRE	11/26/2024	11/26/2024	0.00		2,396.20
15751	SUPPLIES - CFF GRANT - FIRE	11/26/2024	11/26/2024	0.00		553.41
Vendor Number	Vendor Name					Total Vendor Amount
1233	CHICO ELECTRIC INC					525.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55041			11/26/2024		525.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
W20176	CHERRY ST LYFT ST - TRANSFER SWITCH - PW - SEWER	11/25/2024	11/25/2024	0.00		525.00
Vendor Number	Vendor Name					Total Vendor Amount
1252	CLEARWAY ENERGY LLC					10,919.25
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55042			11/26/2024		10,919.25
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
1455737	OCTOBER 2024 - SOLAR - SEWER	11/25/2024	11/25/2024	0.00		10,919.25
Vendor Number	Vendor Name					Total Vendor Amount
1261	COMCAST CABLE					152.94
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55043			11/26/2024		152.94
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
8155600290116196-111424	SERVICE 11-19-24 TO 12-18-24	11/25/2024	11/25/2024	0.00		152.94
Vendor Number	Vendor Name					Total Vendor Amount
1275	CORBIN WILLITS SYSTEMS					518.96
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55044			11/26/2024		518.96
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
000C411151	DECEMBER 2024 & E, S, & A CHANGE SERVICE - FINANCE	11/25/2024	11/25/2024	0.00		518.96
Vendor Number	Vendor Name					Total Vendor Amount
2467	DAEYL SPOONER					371.08
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55045			11/26/2024		371.08
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
112524DS	REIMBURSED LANDSCAPE COST - PW - STREETS	11/25/2024	11/25/2024	0.00		371.08
Vendor Number	Vendor Name					Total Vendor Amount
1388	EMPLOYERS INVESTIGATIVE S					472.78
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55046			11/26/2024		472.78
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
5050960	BACKGROUND CHECK - CONNOR TRINIDAD SANDOVAL - I	11/25/2024	11/25/2024	0.00		379.03
5050961	BACKGROUND CHECK - BRANDON GUEVARA - FIRE	11/25/2024	11/25/2024	0.00		93.75
Vendor Number	Vendor Name					Total Vendor Amount
1503	GLENN CO SHERIFFS DEPT					169,166.67
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55047			11/26/2024		169,166.67
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
2026	GCSO AUGUST 2024 SERVICES - POLICE	11/25/2024	11/25/2024	0.00		169,166.67

Payment Register

APPKT00337 - 11-26-24 CHECK RUN

Vendor Number	Vendor Name					Total Vendor Amount
1670	L & T TOWING					900.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55048			11/26/2024		900.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
C#33844	143 N YOLO - CODE ENFORCEMENT- 2007 NISSAN - FIRE	11/25/2024	11/25/2024	0.00		300.00
C#33845	143 N YOLO - CODE ENFORCEMENT - 2001 MAZDA - FIRE	11/25/2024	11/25/2024	0.00		300.00
C#33846	143 N YOLO - CODE ENFORCEMENT - 1986 NISSAN - FIRE	11/25/2024	11/25/2024	0.00		300.00
1672	LABOR LAW POSTER SERVICE					314.50
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55049			11/26/2024		314.50
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
A13630380051	LABOR LAW POSTERS 2025 - CW	11/26/2024	11/26/2024	0.00		314.50
1680	LANNIE'S SEPTIC TANK SERV					144.79
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55050			11/26/2024		144.79
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
26443	PORTABLE TOILET RENT & SERVICE - PARKS - PW	11/25/2024	11/25/2024	0.00		144.79
1760	MATSON & ISOM TECHNOLOGY					4,778.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55051			11/26/2024		4,778.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
0026507-IN	PIXEL, TONIC-PRO, CALENDAR, CRAFT PLUGIN RENEWAL	11/25/2024	11/25/2024	0.00		257.00
95660	NOVEMBER 2024 - IT SERVICE - CW	11/25/2024	11/25/2024	0.00		4,521.00
1770	MENDES SUPPLY COMPANY					256.97
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55052			11/26/2024		256.97
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
R075434	JANITORIAL SUPPLIES - PARKS - PW	11/25/2024	11/25/2024	0.00		256.97
1780	MIDWEST TAPE					13.66
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55053			11/26/2024		13.66
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
506333390	NEW MATERIAL - LIBRARY	11/25/2024	11/25/2024	0.00		13.66
2312	NAPA AUTO PARTS					34.29
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55054			11/26/2024		34.29
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
695816	START FLUID - VEHICLE MAINT - FIRE	11/25/2024	11/25/2024	0.00		4.28
696056	OIL DRY - FIRE	11/25/2024	11/25/2024	0.00		30.01
1877	ORLAND SAW & MOWER					65.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check	55055			11/26/2024		65.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
057923	CITY T4 / E5 - FIRE	11/25/2024	11/25/2024	0.00		65.00

Payment Register

APPKT00337 - 11-26-24 CHECK RUN

Vendor Number	Vendor Name					Total Vendor Amount
1143	PEDRO BOBADILLA					576.92
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55056			11/26/2024	576.92	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
112224PB	RECREATIONAL SERVICES 11-9-24 TO 11-22-24	11/25/2024	11/25/2024	0.00	576.92	
Vendor Number	Vendor Name					Total Vendor Amount
1917	PG & E					13,545.44
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55057			11/26/2024	13,545.44	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0939281537-0-111324	SERVICE TO 11-13-24	11/26/2024	11/26/2024	0.00	13,545.44	
Vendor Number	Vendor Name					Total Vendor Amount
1924	PLASTICARDS, INC					567.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55061			11/26/2024	567.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00161873	LIBRARY CARDS - LIBRARY	11/25/2024	11/25/2024	0.00	567.00	
Vendor Number	Vendor Name					Total Vendor Amount
1978	REGIONAL GOVERNMENT SERVI					4,506.55
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55062			11/26/2024	4,506.55	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
17692	OCTOBER 2024 HR SERVICES	11/25/2024	11/25/2024	0.00	4,506.55	
Vendor Number	Vendor Name					Total Vendor Amount
2041	SACRAMENTO VALLEY MIRROR					55.20
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55063			11/26/2024	55.20	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2504	LEGAL AD-DESIGN REVIEW-FILE DR-24-05-MERCADO	11/26/2024	11/26/2024	0.00	55.20	
Vendor Number	Vendor Name					Total Vendor Amount
2367	SONSRAY MACHINERY					340.32
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55064			11/26/2024	340.32	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
PSO158160-1	BACKHOE 580 REPAIR - PARKS - PW - SEWER	11/26/2024	11/26/2024	0.00	340.32	
Vendor Number	Vendor Name					Total Vendor Amount
2132	SUN LIFE FINANCIAL					1,076.49
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55065			11/26/2024	1,076.49	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5487105-0001-112524	NOVEMBER 2024 INSURANCE - GAP	11/26/2024	11/26/2024	0.00	1,076.49	
Vendor Number	Vendor Name					Total Vendor Amount
2447	TOP NOTCH COMMERCIAL CLEANING					1,100.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55066			11/26/2024	1,100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10677	JANITORIAL SERVICES - NOVEMBER 2024 - CC	11/26/2024	11/26/2024	0.00	1,100.00	
Vendor Number	Vendor Name					Total Vendor Amount
2207	TYLER TECHNOLOGIES, INC					2,219.71
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	55067			11/26/2024	2,219.71	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
025-485107	HARDWARE & MAINT-PCI SERV FEE-EMV CARD READERS	11/26/2024	11/26/2024	0.00	1,494.71	

Payment Register

APPKT00337 - 11-26-24 CHECK RUN

[025-486529](#)

BUILDING PERMIT-COMM DEV-INTERFACE-BUSINESS LIC 11/26/2024 11/26/2024

0.00 725.00

Vendor Number	Vendor Name	Total Vendor Amount
2395	US BANK CORPORATE PAYMENT SYSTEMS	3,397.99

Payment Type	Payment Number	Payment Date	Payment Amount
Check	55068	11/26/2024	3,397.99

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
MEZA102224-01	AMAZON - BOOKS - LIBRARY	11/26/2024	11/26/2024	0.00	72.78
MONCK112224-01	CAL CITIES - CAL CHIEFS CONFERENCE - FIRE	11/26/2024	11/26/2024	0.00	450.00
MONCK112224-02	SHIELD - COMPANY OFFICER CLASS - FIRE	11/26/2024	11/26/2024	0.00	239.48
MONCK112224-03	GRAINGER - PARK STOPPER - FIRE	11/26/2024	11/26/2024	0.00	81.96
MONCK112224-04	BIG TUNA - PREPO - OES FUNDED - FIRE	11/26/2024	11/26/2024	0.00	68.00
MONCK112224-05	WILLOWS TRAVEL PLAZA - PREPO - OES FUNDED - FIRE	11/26/2024	11/26/2024	0.00	114.29
MONCK112224-06	MARVAL - PREPO - OES FUNDED - FIRE	11/26/2024	11/26/2024	0.00	120.83
MONCK112224-07	TRACTOR SUPPLY - RAIN BOOTS - FIRE	11/26/2024	11/26/2024	0.00	491.12
MONCK112224-08	TRACTOR SUPPLY - RAIN BOOTS - FIRE	11/26/2024	11/26/2024	0.00	139.41
MONCK112224-09	DRIVETRAIN AMERICA - E-2 PUMP REPAIR - FIRE	11/26/2024	11/26/2024	0.00	430.84
MONCK112224-10	LAST STAND - PREPO - OES FUNDED - FIRE	11/26/2024	11/26/2024	0.00	305.13
MONCK112224-11	DONUT WHEEL - PREPO - OES FUNDED - FIRE	11/26/2024	11/26/2024	0.00	35.17
MONCK112224-12	MARVAL - PREPO - OES FUNDED - FIRE	11/26/2024	11/26/2024	0.00	86.11
MONCK112224-13	MARVAL - PREPO - OES FUNDED - FIRE	11/26/2024	11/26/2024	0.00	45.98
MONCK112224-14	MARVAL - PREPO - OES FUNDED - FIRE	11/26/2024	11/26/2024	0.00	159.18
MONCK112224-15	MARVAL - PREPO - OES FUNDED - FIRE	11/26/2024	11/26/2024	0.00	23.46
MONCK112224-16	MARVAL - PREPO - OES FUNDED - FIRE	11/26/2024	11/26/2024	0.00	33.71
MONCK112224-17	MARVAL - PREPO - OES FUNDED - FIRE	11/26/2024	11/26/2024	0.00	51.85
MONCK112224-18	WALMART - PREPO - OES FUNDED - FIRE	11/26/2024	11/26/2024	0.00	83.79
MONCK112224-19	GANDY & STALEY - PREPO - OES FUNDED - FIRE	11/26/2024	11/26/2024	0.00	161.40
MONCK112224-20	WILLOWS TRAVEL PLAZA - PREPO - OES FUNDED - FIRE	11/26/2024	11/26/2024	0.00	1.59
MONCK112224-21	WILLOWS TRAVEL PLAZA - PREPO - OES FUNDED - FIRE	11/26/2024	11/26/2024	0.00	169.79
MONCK112224-22	AMAZON - FIRE	11/26/2024	11/26/2024	0.00	32.12

Vendor Number	Vendor Name	Total Vendor Amount
2433	VESTIS	317.02

Payment Type	Payment Number	Payment Date	Payment Amount
Check	55070	11/26/2024	317.02

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
5066720937	UNIFORM SERVICE - PUBLIC WORKS	11/26/2024	11/26/2024	0.00	158.51
5066726206	UNIFORM SERVICE - PUBLIC WORKS	11/26/2024	11/26/2024	0.00	158.51

Vendor Number	Vendor Name	Total Vendor Amount
2295	WILLOWS ACE HARDWARE	48.85

Payment Type	Payment Number	Payment Date	Payment Amount
Check	55071	11/26/2024	48.85

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
117236	SHOP KEYS - PUBLIC WORKS	11/26/2024	11/26/2024	0.00	7.06
117410	WEATHERPROOF PLUG ON HOSE TOWER - FIRE	11/26/2024	11/26/2024	0.00	32.15
117586	GORILLA SUPERGLUE - SUPPLIES - FIRE	11/26/2024	11/26/2024	0.00	9.64

Vendor Number	Vendor Name	Total Vendor Amount
1902	WYATT PAXTON	5,382.50

Payment Type	Payment Number	Payment Date	Payment Amount
Check	55072	11/26/2024	5,382.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
798	SEPTEMBER 2024-PERMIT, COUNTER, CODE ENF, INSP-BI	11/26/2024	11/26/2024	0.00	2,870.00
801	OCTOBER 2024-PERMIT, COUNTER, CODE ENF, INSPEC-BI	11/26/2024	11/26/2024	0.00	2,512.50

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Gen Chk	Voided **Void Check	0	1	0.00	0.00
Gen Chk	Check	31	20	0.00	27,876.30
Gen Chk	Voided **Void Check	0	4	0.00	0.00
Gen Chk	Check	46	14	0.00	206,416.01
Packet Totals:		77	39	0.00	234,292.31

Cash Fund Summary

Fund	Name	Amount
999	CASH CLEARING	-234,292.31
Packet Totals:		-234,292.31



City of Willows

Payment Register

APPKT00335 - NOVEMBER 2024 PAYROLL VENDORS

01 - Vendor Set 01

Bank: Gen Chk - General Checking

Vendor Number	Vendor Name			Total Vendor Amount
1029	AFLAC- FLEX ONE			792.48
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	55029	11/22/2024	792.48	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
INV0000865	AFLAC DENTAL	10/25/2024	10/31/2024	0.00 107.66
INV0000866	AFLAC CANCER	10/25/2024	10/31/2024	0.00 108.88
INV0000867	AFLAC ACCIDENT	10/25/2024	10/25/2024	0.00 107.32
INV0000868	AFLAC STD	10/25/2024	10/31/2024	0.00 29.12
INV0000870	AFLAC HOSPITAL	10/25/2024	10/31/2024	0.00 29.06
INV0000871	AFLAC VISION	10/25/2024	10/31/2024	0.00 14.20
INV0000888	AFLAC DENTAL	11/08/2024	11/30/2024	0.00 107.66
INV0000889	AFLAC CANCER	11/08/2024	11/30/2024	0.00 108.88
INV0000890	AFLAC ACCIDENT	11/08/2024	11/08/2024	0.00 107.32
INV0000891	AFLAC STD	11/08/2024	11/30/2024	0.00 29.12
INV0000893	AFLAC HOSPITAL	11/08/2024	11/30/2024	0.00 29.06
INV0000894	AFLAC VISION	11/08/2024	11/30/2024	0.00 14.20

Vendor Number	Vendor Name			Total Vendor Amount
1194	CALIFORNIA STATE DISBURSE			162.92
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	55030	11/22/2024	162.92	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
INV0000917	CHILD SUPPORT	11/22/2024	11/22/2024	0.00 162.92

Vendor Number	Vendor Name			Total Vendor Amount
1650	FIRE RISK MANAGEMENT SERVICES			18,974.59
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	55031	11/22/2024	18,974.59	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
CM0000031	MEDICAL	11/08/2024	11/30/2024	0.00 -355.01
CM0000035	CREDIT - INSURANCE ADJUSTMENT	11/21/2024	11/21/2024	0.00 -919.19
INV0000898	MEDICAL	11/08/2024	11/30/2024	0.00 6,151.38
INV0000899	MEDICAL	11/08/2024	11/30/2024	0.00 4,171.07
INV0000920	MEDICAL	11/22/2024	11/30/2024	0.00 5,796.30
INV0000921	MEDICAL	11/22/2024	11/30/2024	0.00 3,816.04
INV0000930	RETIREE HEALTH INSURANCE - MISTROT/ROBINETTE	11/21/2024	11/21/2024	0.00 314.00

Vendor Number	Vendor Name			Total Vendor Amount
1551	HUMANA DENTAL/VISION			1,010.93
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	55032	11/22/2024	1,010.93	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
CM0000030	DENTAL	11/08/2024	11/30/2024	0.00 -19.80
CM0000033	VISION	11/08/2024	11/30/2024	0.00 -3.05
INV0000896	DENTAL	11/08/2024	11/30/2024	0.00 346.56
INV0000897	DENTAL	11/08/2024	11/30/2024	0.00 214.52
INV0000901	VISION	11/08/2024	11/30/2024	0.00 47.79
INV0000902	VISION	11/08/2024	11/30/2024	0.00 28.13
INV0000918	DENTAL	11/22/2024	11/30/2024	0.00 326.76
INV0000919	DENTAL	11/22/2024	11/30/2024	0.00 214.52
INV0000923	VISION	11/22/2024	11/30/2024	0.00 44.68
INV0000924	VISION	11/22/2024	11/30/2024	0.00 28.06

Payment Register

APPKT00335 - NOVEMBER 2024 PAYROLL VENDORS

INV0000931	DENTAL INSURANCE PREMIUM ADJUSTMENT	11/21/2024	11/21/2024	0.00	-217.24
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Vendor Number	Vendor Name				Total Vendor Amount
2223	UNITED PUBLIC EMPLOYEES A				233.10

Payment Type	Payment Number	Payment Date	Payment Amount
Check	55033	11/22/2024	233.10

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0000922	PUBLIC SAFETY DUES	11/22/2024	11/30/2024	0.00	233.10

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Gen Chk	Check	32	5	0.00	21,174.02
Packet Totals:		32	5	0.00	21,174.02

Cash Fund Summary

Fund	Name	Amount
999	CASH CLEARING	-21,174.02
Packet Totals:		<u>-21,174.02</u>



City of Willows

Payroll Check Register

Checks

Pay Period: 11/4/2024-11/17/2024

Packet: PYPKT00318 - PAY PERIOD 11-03-24 to 11-17-24 PAY DATE 11-22-24

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Check Type	Date	Amount	Number
CASTORENA, SOFIA	CAST01	Regular	11/22/2024	51.10	40972
GUTIERREZ, JACQUELINE	GUT01	Regular	11/22/2024	51.10	40973



City of Willows

Payroll Check Register

Direct Deposits

Pay Period: 11/4/2024-11/17/2024

Packet: PYPKT00318 - PAY PERIOD 11-03-24 to 11-17-24 PAY DATE 11-22-24

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Date	Amount	Number
BROWN, MARTHA	BRO01	11/22/2024	3,497.66	1042
HAZLETT, ROBIN	HAZ01	11/22/2024	1,261.37	1043
MOORE, JOANNE	MOO01	11/22/2024	150.00	1044
MOORE, JOANNE	MOO01	11/22/2024	2,721.27	1044
RUSTENHOVEN, TARA L	RUS01	11/22/2024	1,649.02	1045
ARELLANES, ASHLEY MARIE	ARE00	11/22/2024	136.80	1046
BRIONES, BRENDA VALENZUELA	BRI00	11/22/2024	340.40	1047
EHORN, CAITLIN A	EHO02	11/22/2024	1,095.29	1048
GAMBOA, YADIRA	GAM00	11/22/2024	314.09	1049
SPENCE, KYLIEGH C	SPE02	11/22/2024	496.40	1050
VARGAS, GIOVANI	VAR00	11/22/2024	459.90	1051
BOBADILLA, TAVIAN	BOB02	11/22/2024	58.40	1052
GALLARDO-CANO, NATALY	GAL01	11/22/2024	51.10	1053
HARLAN, HELEN	HAR03	11/22/2024	56.76	1054
RAYGOZA, RODRIGO	RAY00	11/22/2024	69.81	1055
ENOS, KYLE	ENO00	11/22/2024	1,623.20	1056
FUENTES, JAIME	FUE01	11/22/2024	1,413.22	1057
LOMBARD, TYLER JOSEPH	LOM00	11/22/2024	1,238.07	1058
LOPEZ, MATTHEW	LOP03	11/22/2024	31.39	1059
PETERICH, JOHN	PET01	11/22/2024	19.71	1060
ABOLD, STEVEN B	ABO00	11/22/2024	5,772.40	1061
MINGS, MICHAEL E	MIN00	11/22/2024	1,619.85	1062
RANDOLPH, MATTHEW	RAN01	11/22/2024	1,252.70	1063
REED, JOSHUA	REE00	11/22/2024	1,389.46	1064
VASQUEZ, PEDRO CEASAR	VAS01	11/22/2024	1,467.28	1065
BETTENCOURT, JOSEPH	BET01	11/22/2024	3,514.61	1066
MONCK, NATHANIAL T	MON00	11/22/2024	5,658.21	1067
PFYL, NATISA N	PFY00	11/22/2024	1,614.09	1068



City of Willows

Payroll Check Register

Employee Pay Summary

Pay Period: 11/4/2024-11/17/2024

Packet: PYPKT00318 - PAY PERIOD 11-03-24 to 11-17-24 PAY DATE 11-22-24

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Earnings	Deductions	Taxes	Net
ABOLD, STEVEN B	ABO00	11/22/2024	1061	8,415.74	42.00	2,601.34	5,772.40
ARELLANES, ASHLEY MARIE	ARE00	11/22/2024	1046	149.92	0.00	13.12	136.80
BETTENCOURT, JOSEPH	BET01	11/22/2024	1066	4,690.61	408.63	767.37	3,514.61
BOBADILLA, TAVIAN	BOB02	11/22/2024	1052	64.00	0.00	5.60	58.40
BRIONES, BRENDA VALENZU	BRI00	11/22/2024	1047	384.00	0.00	43.60	340.40
BROWN, MARTHA	BRO01	11/22/2024	1042	5,676.92	786.85	1,392.41	3,497.66
CASTORENA, SOFIA	CAST01	11/22/2024	40972	56.00	0.00	4.90	51.10
EHORN, CAITLIN A	EHO02	11/22/2024	1048	1,499.20	162.34	241.57	1,095.29
ENOS, KYLE	ENO00	11/22/2024	1056	2,401.46	486.66	291.60	1,623.20
FUENTES, JAIME	FUE01	11/22/2024	1057	2,074.24	495.92	165.10	1,413.22
GALLARDO-CANO, NATALY	GAL01	11/22/2024	1053	56.00	0.00	4.90	51.10
GAMBOA, YADIRA	GAM00	11/22/2024	1049	352.00	0.00	37.91	314.09
GUTIERREZ, JACQUELINE	GUT01	11/22/2024	40973	56.00	0.00	4.90	51.10
HARLAN, HELEN	HAR03	11/22/2024	1054	62.20	0.00	5.44	56.76
HAZLETT, ROBIN	HAZ01	11/22/2024	1043	1,948.62	551.81	135.44	1,261.37
LOMBARD, TYLER JOSEPH	LOM00	11/22/2024	1058	2,207.98	646.69	323.22	1,238.07
LOPEZ, MATTHEW	LOP03	11/22/2024	1059	34.40	0.00	3.01	31.39
MINGS, MICHAEL E	MIN00	11/22/2024	1062	2,390.78	288.21	482.72	1,619.85
MONCK, NATHANIAL T	MON00	11/22/2024	1067	8,117.42	725.30	1,733.91	5,658.21
MOORE, JOANNE	MOO01	11/22/2024	1044	4,643.20	493.23	1,278.70	2,871.27
PETERICH, JOHN	PET01	11/22/2024	1060	21.60	0.00	1.89	19.71
PFYL, NATISA N	PFY00	11/22/2024	1068	2,961.51	836.41	511.01	1,614.09
RANDOLPH, MATTHEW	RAN01	11/22/2024	1063	1,717.60	168.45	296.45	1,252.70
RAYGOZA, RODRIGO	RAY00	11/22/2024	1055	76.50	0.00	6.69	69.81
REED, JOSHUA	REE00	11/22/2024	1064	1,975.24	393.93	191.85	1,389.46
RUSTENHOVEN, TARA L	RUS01	11/22/2024	1045	2,406.92	390.07	367.83	1,649.02
SPENCE, KYLIEGH C	SPE02	11/22/2024	1050	544.00	0.00	47.60	496.40
VARGAS, GIOVANI	VAR00	11/22/2024	1051	504.00	0.00	44.10	459.90
VASQUEZ, PEDRO CEASAR	VAS01	11/22/2024	1065	2,130.68	393.23	270.17	1,467.28
Totals:				57,618.74	7,269.73	11,274.35	39,074.66



City of Willows

Payroll Check Register

Report Summary

Pay Period: 11/4/2024-11/17/2024

Packet: PYPKT00318 - PAY PERIOD 11-03-24 to 11-17-24 PAY DATE 11-22-24

Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	2	102.20
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	28	38,972.46
Total	30	39,074.66



Willows City Council Regular Meeting Action Minutes

November 26, 2024
Willows City Hall
6:00 PM

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

City Manager
Marti Brown

City Clerk
Vacant

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

1. **CALL TO ORDER – 6:04 PM**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

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

Councilmembers Absent: Mayor Hansen announced Councilmember Sprague resigned effective immediately on 11/22/24.

4. **CHANGES TO THE AGENDA**

5. **CEREMONIAL MATTERS**

a. **Proclamation – Pearl Harbor Remembrance Day**

6. **PRESENTATION**

a. **Pioneer Community Energy Overview**

Action: Received Community Choice Aggregators (CCA) overview for the City of Willows and provided feedback and direction.

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

a. **Register Approval**

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

b. **Minutes Approval**

Action: Approved the October 22, 2024, meeting minutes.

c. **City Hall - Holiday Closure**

Action: Authorized the City Manager to close City Hall and non-emergency services on December 23 and 26

Moved/Seconded: Councilmembers Thomas and Vodden

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

No: None

Absent: None

d. **Change Cal-Card Program to Umpqua Bank Program**

Action: Approved Resolution XX-2024 authorizing the City Manager to move all City employee credit cards from Cal-Card (US Bank) to the Umpqua Bank Credit Card.

Moved/Seconded: Councilmembers Thomas and Vodden

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

No: None

Absent: None

e. **FY 2022-23 Pavement Project Improvements**

Action: Approved Resolution XX-2024 accepting the improvements associated with the FY 2022-23 Pavement Project and authorizing the filing of the Notice of Completion for the project.

Moved/Seconded: Councilmembers Thomas and Vodden

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

No: None

Absent: None

f. **FY 2023-24 Annual Sidewalk Maintenance Project Improvements**

Action: Approved Resolution XX-2024 accepting the improvements associated with FY 2023-24 Annual Sidewalk Maintenance Project and authorizing the filing of the Notice of Completion for the project.

Moved/Seconded: Councilmembers Thomas and Vodden

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

No: None

Absent: None

8. PUBLIC HEARING

a. **Ordinance 760-2024 - Retail Cannabis Dispensary Business in Central Commercial**

Action: Introduced Ordinance 760-2024 for the first reading, authorizing an amendment to the Willows Municipal Code Chapter 18.55.030 to allow cannabis retail/dispensary businesses in the Central Commercial Zone with a Conditional Use Permit.

Moved/Seconded: Councilmember Vodden and Vice Mayor Hutson

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

No: None

Absent: None

Action: Passed first reading for Ordinance 760-2024, authorizing an amendment to the Willows Municipal Code Chapter 18.55.030 to allow cannabis retail/dispensary businesses in the Central Commercial Zone with a Conditional Use Permit.

Moved/Seconded: Councilmember Vodden and Vice Mayor Hutson

Yes: Councilmembers Thomas, Vodden, and Vice Mayor Hutson

No: Mayor Hansen

Absent: None

b. **Ordinance 761-2024 - Retail Cannabis Dispensary Business in General Commercial and Light Industrial Zones**

Action: Introduced Ordinance 761-2024 for the first reading, authorizing an amendment to Willows Municipal Code Chapter 18.60.030 to allow cannabis retail/dispensary businesses in the General Commercial Zone with a Conditional Use Permit.

Moved/Seconded: Councilmembers Thomas and Vodden

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

No: None

Absent: None

Action: Passed first reading for Ordinance 761-2024, authorizing an amendment to the Willows Municipal Code Chapter 18.60.030 to allow cannabis retail/dispensary businesses in the General Commercial Zone with a Conditional Use Permit.

Moved/Seconded: Vice Mayor Hutson and Councilmember Vodden

Yes: Councilmembers Thomas, Vodden, and Vice Mayor Hutson

No: Mayor Hansen

Absent: None

9. **DISCUSSION AND ACTION CALENDAR**

a. **Modify Distance Requirements for Cannabis Retail Dispensary Businesses**

Action: Adopted Resolution XX-2024, modifying distance requirements between cannabis retail dispensary businesses and preschool through grade 12 schools from one thousand feet (1,000 feet) to six hundred feet (600 feet).

Moved/Seconded: Councilmembers Thomas and Vodden

Yes: Councilmembers Thomas, Vodden, and Vice Mayor Hutson

No: Mayor Hansen

Absent:

10. **COMMENTS & REPORTS**

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

11. **ADJOURNMENT - 8:03PM**

Tara Rustenhoven, Deputy City Clerk



Date: December 10, 2024
 To: Honorable Mayor and Councilmembers
 From: Marti Brown, City Manager
 Subject: Certified 2024 Election Results

Recommendation:

Review and confirm the 2024 certified election results.

Rationale for Recommendation:

It is standard practice for Councils to review and confirm election results.

Background:

The presidential, state and local elections were held on November 5, 2024. Attachment 1 are the election results certified by the Glenn County Clerk.

Discussion & Analysis:

As illustrated in Attachment 1, the City of Willows election results are as follows:

Four-Year City Council Seat	Votes
Gary Hansen	953
Evan Hutson	1177
Matt Busby	725

Two-Year City Council Seat	Votes
Lorri Pride	1175
David Vodden	687

Measure I – 1.5% Transaction & Use Tax	
Yes Vote	1243
No Vote	846

Fiscal Impact:

There is no fiscal impact.

Attachment:

- Attachment 1: Certified Election Results

CERTIFICATE OF COUNTY CLERK TO RESULTS OF THE CANVASS
OF THE GENERAL ELECTION RETURNS

NOVEMBER 5, 2024

STATE OF CALIFORNIA }
COUNTY OF GLENN } SS

I, SENDY PEREZ, County Clerk of said County of Glenn, do hereby certify that pursuant to the provisions of Section 15301 of the Elections Code, I did canvass the returns of the votes cast in the General Election held on November 5, 2024, for elective public offices, and/or for and against each measure as submitted to the vote of the electors, and that the Statement of the Votes Cast, to which this certificate is attached, shows the whole number of votes cast for each candidate and/or for and against each measure and in each of the respective precincts therein, and that the totals of the respective columns and the totals as shown for each candidate and/or for and against each measure are full, true and correct.

WITNESS my hand and Official Seal this 3rd day of December, 2024

(seal)

SENDY PEREZ, Glenn County Clerk



Election Summary Report

General Election

Glenn

November 05, 2024

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups

Final Official Report

Precincts Reported: 103 of 103 (100.00%)

Voters Cast: 10,554 of 13,893 (75.97%)

President And Vice President (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%
Candidate	Party	Total	
DONALD J. TRUMP/JD VANCE	REP	6,904	
CLAUDIA DE LA CRUZ/KARINA GARCIA	PF	31	
KAMALA D. HARRIS/TIM WALZ	DEM	3,260	
ROBERT F. KENNEDY JR./NICOLE SHANAHAN	AI	167	
CHASE OLIVER/MIKE TER MAAT	LIB	47	
JILL STEIN/RUDOLPH WARE	GRN	33	
Total Votes		10,442	
		Total	
PETER SONSKI/LAUREN ONAK	WRITE-IN	0	
Unresolved Write-In		0	

United States Senator (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%
Candidate	Party	Total	
STEVE GARVEY	REP	7,114	
ADAM B. SCHIFF	DEM	3,122	
Total Votes		10,236	
		Total	
Unresolved Write-In		0	

United States Senator (Partial/Unexpired Term) (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%
Candidate	Party	Total	
STEVE GARVEY	REP	6,882	
ADAM B. SCHIFF	DEM	2,974	
Total Votes		9,856	
		Total	
Unresolved Write-In		0	

US Representative 1st District (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%
Candidate	Party	Total	
DOUG LAMALFA	REP	7,197	
ROSE PENELOPE YEE	DEM	2,936	
Total Votes		10,133	
		Total	
Unresolved Write-In		0	

State Senator 1st District (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%
Candidate	Party	Total	
MEGAN DAHLE	REP	7,426	
DAVID FENNELL	REP	1,879	
Total Votes		9,305	
		Total	
Unresolved Write-In		0	

State Assembly Member 3rd District (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%
Candidate	Party	Total	
AARON DRAPER	DEM	2,599	
JAMIE "JAMES" GALLAGHER	REP	7,607	
Total Votes		10,206	
		Total	
Unresolved Write-In		0	

Member, Board Of Education Trustee Area B (Vote for 1)

Precincts Reported: 13 of 13 (100.00%)

		Total	
Times Cast		2,122 / 2,835	74.85%
Candidate	Party	Total	
JOSÉ HANSEN		957	
JESUS A PALOMINO		706	
Total Votes		1,663	
		Total	
Unresolved Write-In		0	

Yuba Community College District Governing Board Member Trustee Area No. 7 (Vote for 1)

Precincts Reported: 12 of 12 (100.00%)

		Total	
Times Cast		229 / 287	79.79%
Candidate	Party	Total	
JEFFREY LEE DRYDEN		88	
DOUGLAS M. HARRIS		85	
Total Votes		173	
		Total	
Unresolved Write-In		0	

Orland Unified School District Governing Board Member (Vote for 3)

Precincts Reported: 53 of 53 (100.00%)

		Total	
Times Cast		5,415 / 7,180	75.42%
Candidate	Party	Total	
ERIKA A. FUENTES		1,583	
COREEN DE LEON		1,709	
JESSICA MEDINA-SANCHEZ		1,408	
DUSTIN COUGHLIN		2,802	
BECKY L BRUMMET		1,750	
Total Votes		9,252	
		Total	
Unresolved Write-In		0	

Orland Unified School District Governing Board Member-Par/Unexp (Vote for 1)

Precincts Reported: 53 of 53 (100.00%)

		Total	
Times Cast		5,415 / 7,180	75.42%

Candidate	Party	Total	
SARAH MORSE		1,655	
NATE MONCK		2,729	
Total Votes		4,384	

		Total	
Unresolved Write-In		0	

Stony Creek Joint Unified School District Governing Board Member Trustee Area 1-Par/Unexp (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		7 / 12	58.33%

Candidate	Party	Total	
DELANA R. MARTIN		5	
ABBY SWEARINGER		2	
Total Votes		7	

		Total	
Unresolved Write-In		0	

Stony Creek Joint Unified School District Governing Board Member Trustee Area 4 (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		5 / 6	83.33%

Candidate	Party	Total	
MELISSA DAVIS		2	
DIANA CORKILL		3	
Total Votes		5	

		Total	
Unresolved Write-In		0	

Stony Creek Joint Unified School District Governing Board Member Trustee Area 5-Par/Unexp (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total
Times Cast		54 / 60 90.00%
Candidate	Party	Total
KRYSTAL CRAVEN		35
KENNETH A. SWEARINGER JR.		13
Total Votes		48
		Total
Unresolved Write-In		0

Capay Joint Union Elementary School District Governing Board Member (Vote for 2)

Precincts Reported: 1 of 1 (100.00%)

		Total
Times Cast		302 / 347 87.03%
Candidate	Party	Total
DANIEL TURNBULL		167
MADDIE COLEMAN		143
ANDY BAMBAUER		105
Total Votes		415
		Total
Unresolved Write-In		0

Supervisor, 3rd District (Vote for 1)

Precincts Reported: 41 of 41 (100.00%)

		Total
Times Cast		2,554 / 3,178 80.37%
Candidate	Party	Total
ANTHONY "TONY" ARENDT		1,346
THOMAS ARNOLD		994
Total Votes		2,340
		Total
Unresolved Write-In		0

City Of Orland Member, City Council (Vote for 3)

Precincts Reported: 22 of 22 (100.00%)

		Total	
Times Cast		2,693 / 3,667	73.44%
Candidate	Party	Total	
WILLIAM A IRVIN		378	
JC TOLLE		857	
JEFFREY A. TOLLEY		556	
CHRIS DOBBS		395	
ALEX ENRIQUEZ		802	
DENNIS G. HOFFMAN		326	
BRUCE T. ROUNDY		497	
JAMES EDWARD PASCHALL		214	
TERRIE BARR		900	
BRANDON SMITH		889	
Total Votes		5,814	
		Total	
Unresolved Write-In		0	

City Of Willows Member, City Council (Vote for 3)

Precincts Reported: 14 of 14 (100.00%)

		Total	
Times Cast		2,145 / 2,875	74.61%
Candidate	Party	Total	
GARY L. HANSEN		953	
EVAN HUTSON		1,177	
MATT BUSBY		725	
Total Votes		2,855	
		Total	
Unresolved Write-In		0	

City of Willows Member, City Council-Par/Unexp (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

		Total	
Times Cast		2,145 / 2,875	74.61%
Candidate	Party	Total	
LORRI PRIDE		1,175	
DAVID B.VODDEN		687	
Total Votes		1,862	
		Total	
Unresolved Write-In		0	

Proposition 2 Bonds for Public School and College Facilities (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%
Candidate	Party	Total	
YES		4,689	
NO		5,312	
Total Votes		10,001	
		Total	
Unresolved Write-In		0	

Proposition 3 Constitutional Right to Marriage (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%
Candidate	Party	Total	
YES		4,149	
NO		5,835	
Total Votes		9,984	
		Total	
Unresolved Write-In		0	

Proposition 4 Bonds for Water, Wildfire, and Climate Risks (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%
Candidate	Party	Total	
YES		3,994	
NO		6,071	
Total Votes		10,065	
		Total	
Unresolved Write-In		0	

Proposition 5 Bonds for Affordable Housing and Infrastructure (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%
Candidate	Party	Total	
YES		2,790	
NO		7,221	
Total Votes		10,011	
		Total	
Unresolved Write-In		0	

Proposition 6 Eliminates Forcing Inmates to Work (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%
Candidate	Party	Total	
YES		2,643	
NO		7,229	
Total Votes		9,872	
		Total	
Unresolved Write-In		0	

Proposition 32 Raises Minimum Wage (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%
Candidate	Party	Total	
YES		2,886	
NO		7,213	
Total Votes		10,099	
		Total	
Unresolved Write-In		0	

Proposition 33 Local Government Residential Rent Control (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%
Candidate	Party	Total	
YES		2,522	
NO		7,484	
Total Votes		10,006	
		Total	
Unresolved Write-In		0	

Proposition 34 Restricts Spending of Prescription Revenues (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%
Candidate	Party	Total	
YES		5,318	
NO		4,503	
Total Votes		9,821	
		Total	
Unresolved Write-In		0	

Proposition 35 Provides Permanent Funding For Medi-Cal (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%

Candidate	Party	Total	
YES		6,357	
NO		3,569	
Total Votes		9,926	

		Total	
Unresolved Write-In		0	

Proposition 36 Increased Sentencing for Certain Drug and Theft Crimes (Vote for 1)

Precincts Reported: 103 of 103 (100.00%)

		Total	
Times Cast		10,554 / 13,893	75.97%

Candidate	Party	Total	
YES		8,026	
NO		2,020	
Total Votes		10,046	

		Total	
Unresolved Write-In		0	

Measure I The City of Willows Local Transactions and Use Tax Measure (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

		Total	
Times Cast		2,145 / 2,875	74.61%

Candidate	Party	Total	
YES		1,243	
NO		815	
Total Votes		2,058	

		Total	
Unresolved Write-In		0	

Measure J City of Orland Ambulance, Streets, Parks, Recreation and Library Services Tax Measure (Vote for 1)

Precincts Reported: 22 of 22 (100.00%)

		Total	
Times Cast		2,692 / 3,667	73.41%

Candidate	Party	Total	
YES		1,707	
NO		846	
Total Votes		2,553	

		Total	
Unresolved Write-In		0	



Date: December 10, 2024
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Subject: Transaction and Use Tax Agreements with the State of California

Recommendation:

Approve the attached resolutions and authorize the City Manager to enter into an agreement with the State of California to implement the voter-approved 1.5% Local Transaction and Use Tax, as well as amend the city's contract with HdL Companies for continued sales tax monitoring and forecasting services of the new 1.5% sales tax.

Rationale for Recommendation:

On November 5, 2024, Willows voters approved implementing a 1.5% Transaction and Use Tax. As a result, the State of California requires that an agreement and approved resolution of the City Council be submitted to implement the new sales tax.

Background:

In April 2024, the Willows City Council approved placing a 1.5% sales tax measure on the November 5, 2024, ballot to increase city revenues and cure an estimated \$1.4 million structural deficit. On November 5, 2024, the registered voters of the City of Willows approved the sales tax measure by approximately 60%.

Discussion & Analysis:

The State of California requires several completed and executed documents, including resolutions and agreements (Attachments 1-3), to implement the recent voter-approved 1.5% Transaction and Use Tax. In addition, staff recommends amending its current contract with HdL Companies to continue forecasting and monitoring the new 1.5% sales tax revenue (as it already does for the city's existing 1% sales tax).

Consistency with Council Priorities and Goals:

The recommended action is consistent with Council Priority #1, Financial Stability.

Fiscal Impact:

The implementation of the new 1.5% Local Transaction and Use Tax is anticipated to generate between \$1.8 and \$2.3 million of additional annual revenue for the City of Willows, which will cure its structural deficit and improve city services.

Attachments:

- Attachment 1: Resolution Authorizing the Execution of Agreements
 - Exhibit A: Preparatory Agreement
 - Exhibit B: Administrative Agreement
- Attachment 2: Resolution for Examination of Confidential Records
- Attachment 3: Contract Amendment with HdL for Transactions and Use Tax services



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR
IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.**

WHEREAS, on April 9, 2024, the City Council approved Ordinance No. 762-2024 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a “Preparatory Agreement” and an “Administration Agreement” prior to implementation of said taxes, and

WHEREAS, the Department requires that the City Council authorize the agreements.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Willows that the “Preparatory Agreement” attached as Exhibit A and the “Administrative Agreement” attached as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement.

PASSED AND ADOPTED by the City Council of the City of Willows this 10th day of December 2024, by the following vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

APPROVED:

Gary Hansen, Mayor

ATTESTED:

Tara Rustenhoven, Deputy City Clerk

Attachments:

- Exhibit A: Preparatory Agreement
- Exhibit B: Administrative Agreement

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Willows, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail or through email at jsservices@cdtfa.ca.gov. If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at jsservices@cdtfa.ca.gov or by mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

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

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF WILLOWS

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____

(Signature)

Marti Brown
(Typed Name)

City Manager
(Title)

Date: _____

By _____

Administrator
Local Revenue Branch

Date: _____

**AGREEMENT FOR STATE ADMINISTRATION
OF CITY TRANSACTIONS AND USE TAXES**

The City Council of the City of Willows has adopted, and the voters of the City of Willows (hereafter called “City” or “District”) have approved by the required majority vote, the City of Willows Transactions and Use Tax Ordinance (hereafter called “Ordinance”), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the “Department”) and the City do agree as follows:

**ARTICLE I
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7252, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 762-2024, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

**ARTICLE II
ADMINISTRATION AND COLLECTION
OF CITY TAXES**

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department. When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion

of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate or through email at jservices@cdtfa.ca.gov. If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at jservices@cdtfa.ca.gov or by mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Willows
201 North Lassen Street
Willows, CA 95988

Attention: City Manager

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2025. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing

the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF WILLOWS

CALIFORNIA STATE DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator
Local Revenue Branch

Marti Brown
(Typed Name)

Date: _____

City Manager
(Title)

(Date)



RESOLUTION NO. XX-2024

A Resolution of the City Council of the City of Willows Authorizing Examination of Sales or Transactions and Use Tax Records

WHEREAS, pursuant to Ordinance Number 499-73, the City of Willows (City) entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, pursuant to Ordinance Number 762-2024, Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the City Council of the City of Willows deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILLOWS HEREBY RESOLVES AS FOLLOWS:

Section 1. That the City Manager and Finance Director or other officer or employee of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to sales and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

Section 2.

The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the City:

- (a) Government Budget Planning & Revenue Management
- (b) City Administration
- (c) Business License Tax Administration
- (d) Community and Economic Development

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

Section 3. Hinderliter de Llamas and Associates is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and Hinderliter de Llamas and Associates:

- a) has an existing contract with the City to examine those sales or transactions and use tax records.
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract.
- d) is prohibited by that contract from retaining the information contained in or derived from those sales or transactions and use tax records, after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to the contract between the City and the Department and for those purposes relating to the governmental functions of the City listed in section 2 of this resolution.

Section 4. That this resolution supersedes all prior resolutions of the City Council of the City of Willows adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

PASSED AND ADOPTED by the City Council of the City of Willows this 10th day of December 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Gary Hansen, Mayor

ATTESTED:

Tara Rustenhoven, Deputy City Clerk

**CITY OF WILLOWS
SECOND AMENDMENT TO
AGREEMENT FOR USE AND TRANSACTIONS TAX SERVICES**

1. PARTIES AND DATE.

This Second Amendment to the Agreement for Use and Transactions Tax Services ("Second Amendment") is entered into on the _____ day of _____, 2024, by and between the CITY of WILLOWS ("CITY") and Hinderliter de Llamas and Associates, a California corporation ("Consultant"). CITY and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Transaction Tax Services dated April 13th, 2011 ("Agreement").

2.2 Second Amendment. The Parties now desire to amend the Agreement to include consultation services for the 1.5% Transactions and Use Tax – Measure I.

Schedule A herein is attached to the original Agreement’s Schedules.

2.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF WILLOWS

HINDERLITER DE LLAMAS & ASSOC.

By: _____
City Manager

By: _____

SCHEDULE A

SERVICES

1. Transactions Tax and Economic Analysis/Forecasting Services/Reports

- 1.1. Consultant shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure “I” District boundaries holding a seller’s permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
- 1.2. Consultant shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
- 1.3. Consultant shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on transactions and use tax questions.
- 1.4. Consultant shall make available to CITY the HdL proprietary software program and Measure “I” database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

2. Deficiency/Allocation Reviews and Recovery

- 2.1. Consultant shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the City. Reviews shall include:
 - 2.1.(a) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure “I” City boundaries, and therefore subject to transactions tax.
 - 2.1.(b) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the City boundaries.
 - 2.1.(c) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
 - 2.1.(d) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure “I” Transactions Tax District.
- 2.2. Consultant will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY’s relations with the business community.
- 2.2. Consultant shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

3. Consulting and Other Optional Services

Consultant may from time to time in its sole discretion, consult with City’s staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax, (ii) utilization of reports to enhance business license collection efforts, (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales, use or transactions tax revenue-related matters.

FEES

4. Transactions Tax and Economic Analysis/Forecasting Services/Reports

- 4.1. Fees shall be paid **\$300** monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. The monthly fee shall be invoiced quarterly in arrears and shall be paid by City no later than 30 days after the invoice date.
- 4.2. Consultant will increase the non-hourly Fees established above once a year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

5. Allocation and Audit Recovery Services

- 5.1. Fees shall be paid **25%** of the initial amount of new transactions or use tax revenue received by the City because of audit and recovery work performed by Consultant, (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by City or Consultant to be increment attributable to causes other than Consultant's work pursuant to this agreement. In the event, Consultant is responsible for an increase in the tax reported by businesses already properly making tax payments to the City, it shall be Consultant's responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by Consultant and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. Consultant shall provide City with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

6. Consulting and Other Optional Services

- 6.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - \$325; (ii) Programmer - \$295; (iii) Senior Analyst - \$245; and (iv) Analyst - \$195.
- 6.2. Consultant may change the rates for its hourly Fees from time to time. A 30 days' prior written notice to City will be given.

7. General Provisions Relating to Fees

- 7.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by City.
- 7.2. Fees will be invoiced monthly to City for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of City's monthly revenue disbursement.

8. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records. The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

- 8.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to City pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.
- 8.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of City who is authorized by City resolution provided to the CDTFA to examine the information.

- 8.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.
- 8.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

9. Software Use and Proprietary Information

Software Use. Consultant hereby provides authorization to City to access Consultant's Sales Tax website if City chooses to subscribe to the software and reports option. The website shall only be used by authorized City staff. No access will be granted to any third party without explicit written authorization by Consultant. City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by City of said software, or any right of City to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all City staff website logins shall be deactivated.

Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in Consultant's business, including without limitation: Consultant's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, City shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by City in connection with this Agreement. The obligations imposed by this Section shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section shall not apply to any information that is public information.



Date: December 10, 2024

To: Honorable Mayor and Councilmembers

From: Nathan Monck, Fire Chief
Marti Brown, City Manager

Subject: Update of Fire Recovery USA Resolution to Add Consumer Price Index Escalator

Recommendation:

Adopt Resolution XX-2024 amending the Fire Recovery USA Resolution 19-2022 (May 10, 2022) to add a consumer price index (CPI) escalator and ensure adequate compensation for billable emergency response.

Rationale for Recommendation:

The existing agreement does not include an annual consumer price index escalator, which was an oversight in the original agreement, to ensure that billable emergency response hours keep pace with inflation.

Background:

On May 10, 2022, the Council approved an agreement with Fire Recovery USA, allowing the Willows Fire Department to incorporate a cost recovery model into its emergency response efforts. Using a compassionate billing model and the services of Fire Recovery USA, a third-party vendor, the City may bill the insurance company of those individuals involved in eligible emergency incidents such as vehicle accidents, fires, and hazardous materials response. The involved party's insurance policy includes these types of emergency responses.

Discussion & Analysis:

Since its adoption, this program has proven very successful for the city. Fire Department staff experience minimal administrative burden, and to date, the Department has experienced a 97% cost recovery rate. Since May 2022, the Department has recovered approximately \$130,000.

City of Willows and Willows Rural Fire Protection District residents are not billed personally if the insurance company defaults on payment, except in cases of negligence or criminal activity. However, nonresidents are billed directly if the insurance company defaults on payment

Consistency with Council Priorities and Goals:

This item is consistent with Council priority #1, fiscal stability and priority #3 public safety.

Fiscal Impact:

By keeping pace with inflation and updating rates in accordance with the applicable CPI, the Fire Department will reduce its burden on the city's General Fund. The exact result of cost recovery efforts is dependent on emergency responses and the success of collection efforts, which are difficult to predict. However, as previously mentioned, the city currently averages approximately \$50,000 per year in cost recovery.

Attachments:

- Attachment 1: Resolution XX-2024
 - Exhibit A: Mitigation Rates



City of Willows

RESOLUTION NO:24-XX

A RESOLUTION ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED BY/FOR THE CITY OF WILLOWS.

WHEREAS, the emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the Board of the City of Willows desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOWS:

SECTION 1: The City of Willows shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Resolutions of the Council.

SECTION 5: This resolution shall take effect at the date of adoption.

SECTION 6: The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

PASSED AND ADOPTED by the City Council of the City of Willows this 10th day of December 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Gary Hansen, Mayor

Tara Rustenhoven, Deputy City Clerk

**EXHIBIT A
MITIGATION RATES
BASED ON PER HOUR**

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$602.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$687.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$838.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,811.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$553.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$972.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$3,473.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$8,199.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - each additional hour @ \$381.00 per HAZMAT team.

FIRES

Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

Billed at \$554 plus \$68 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$1,110 plus \$68 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,747 plus \$68 per hour per rescue person, plus \$134 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$554 plus \$68 per hour, per rescue person. Additional rates of \$554 per hour per response vehicle and \$68 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$347 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$554 per hour.

Truck billed at \$693 per hour.

Miscellaneous equipment billed at \$416.

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.



Date: December 10, 2024
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Subject: WM Franchise Agreement – Annual Consumer Price Index Rate Increase

Recommendation:

Approve the WM Consumer Price Index (CPI) increase of 1.90%.

Rationale for Recommendation:

The City's agreement with WM authorizes an annual CPI increase of up to 5%.

Background:

Effective December 1, 2020, and continuing through December 31, 2030, the City of Willows has contracted with U.S.A. Waste of California (D.B.A. Waste Management, Inc.; now known as "WM") for solid waste collection within the City of Willows. This collection service is undertaken pursuant to a franchise agreement between the City of Willows and the U.S.A. Waste of California is part of a master agreement that includes the County of Glenn and the City of Orland.

Pursuant to the agreement, the collection rates are subject to annual rate adjustments, increases or decreases, calculated pursuant to the most recent Consumer Price Index/Urban Customers-Western States (CPI), diesel fuel and tipping fee rates.

Discussion & Analysis:

This year, WM requests a 1.90% CPI increase for the 2024 calendar year. The new rate will be effective January 1, 2025, through December 31, 2025. The CPI is calculated from the most recent Consumer Price Index/Urban Customers - Western States (per the franchise agreement).

Below is a snapshot of increases for common services:

- Senior 35 Gallon Cart – From \$16.80 to \$17.12,
- 35 Gallon Cart – From \$22.67 to \$23.10, and
- 64 Gallon Cart – From \$24.52 to \$24.98.

Fiscal Impact:

There is no fiscal impact to the City.

Attachments:

- Attachment 1: WM Service Letter
- Attachment 2: Collections Services Proposal – Service Charge Fee Schedule



Corning Disposal
Waste Management
3281 Hwy 99 W
Corning, CA 96021

November 1, 2024

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

Dear Ms. Brown:

Attached is our rate review in accordance with Attachment 8B – Service Fee Adjustments in the Master Franchise Agreement and Attachment 8B Service Fee Adjustments of our Collection Franchise Agreement with the City of Willows. These sections address rate increases or decreases based on the Consumer Price Index, service fee, fuel and transfer station service fee.

The CPI rate increase of 1.90% has been calculated using the most recent Consumer Price Index/Urban Customers - Western States, (1982-1989=100).

I have attached the calculation of the new rates and the support information. If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Diana Ramirez".

Diana Ramirez
Public Sector Manager



COLLECTION SERVICES PROPOSAL
City of Willows
Effective - 1/1/2025
Service Charge Fee Schedule

Rate Adjustment
1.90%

RESIDENTIAL	Current Monthly Rate	Rate Adjustment	New Rate Effective - 1/1/2025
Cart Services (MSW & Recycle)			
Senior 35 Gallon Cart (65 and older)	\$16.80	\$0.32	\$17.12
35 Gallon Cart	\$22.67	\$0.43	\$23.10
64 Gallon Cart	\$24.52	\$0.46	\$24.98
96 Gallon Cart	\$35.01	\$0.66	\$35.67
96 Gallon Yard Waste - 1st Cart	\$6.32	\$0.12	\$6.44
Ancillary Services			
Additional recycling cart after 1st cart	\$9.40	\$0.18	\$9.58
Additional yard waste cart after 1st cart	\$9.40	\$0.18	\$9.58
Cancellation of yard waste services within the first 6 months of set up	\$31.32	\$0.59	\$31.91
Side Yard Assisted Service - medically justified	No Charge	N/A	No Charge
Side Yard Assisted Service - NOT medically justified	\$13.23	\$0.25	\$13.48
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	3.00%	N/A	3.00%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Replacement Cart-if due to customer negligence	Market Rate	N/A	Market Rate
Extra Pick up - 35 Gallon	\$8.02	\$0.15	\$8.17
Extra Pick up - 64 Gallon	\$8.68	\$0.16	\$8.84
Extra Pick up - 96 Gallon	\$12.16	\$0.23	\$12.39
Extra Pick up - 35, 64, 96 Gallon on non-route day	\$16.81	\$0.32	\$17.13
Contamination in Residential Containers * (per cart/per service)	\$17.77	\$0.34	\$18.11
Overage charge (cart too full for lid to close) *	\$17.77	\$0.34	\$18.11
Bad Pay/Reactivation Fees (no delivery)	\$40.09	\$0.76	\$40.85
Bad Pay/Reactivation Fees (with delivery)	\$56.37	\$1.07	\$57.44

* Contamination/Overage charged after 1st warning

COMMERCIAL	Current Monthly Rate	Rate Adjustment	New Rate Effective - 1/1/2025
MSW Bin Services			
1 Yard MSW - 1xWeek	\$126.07	\$2.39	\$128.46
1 Yard MSW - 2xWeek	\$238.43	\$4.53	\$242.96
1 Yard MSW - 3xWeek	\$350.03	\$6.65	\$356.68
1 Yard MSW - 4xWeek	\$462.14	\$8.78	\$470.92
1 Yard MSW - 5xWeek	\$574.16	\$10.91	\$585.07
1.5 Yard MSW - 1xWeek	\$138.69	\$2.63	\$141.32
1.5 Yard MSW - 2xWeek	\$262.28	\$4.98	\$267.26
1.5 Yard MSW - 3xWeek	\$385.02	\$7.31	\$392.33
1.5 Yard MSW - 4xWeek	\$508.35	\$9.66	\$518.01
1.5 Yard MSW - 5xWeek	\$631.58	\$12.00	\$643.58
2 Yard MSW - 1xWeek	\$148.34	\$2.82	\$151.16
2 Yard MSW - 2xWeek	\$280.50	\$5.33	\$285.83
2 Yard MSW - 3xWeek	\$411.80	\$7.82	\$419.62
2 Yard MSW - 4xWeek	\$543.69	\$10.33	\$554.02
2 Yard MSW - 5xWeek	\$675.48	\$12.83	\$688.31
3 Yard MSW - 1xWeek	\$238.43	\$4.53	\$242.96
3 Yard MSW - 2xWeek	\$379.25	\$7.20	\$386.45
3 Yard MSW - 3xWeek	\$568.42	\$10.80	\$579.22
3 Yard MSW - 4xWeek	\$673.21	\$12.79	\$686.00
3 Yard MSW - 5xWeek	\$841.52	\$15.98	\$857.50
4 Yard MSW - 1xWeek	\$280.50	\$5.33	\$285.83
4 Yard MSW - 2xWeek	\$446.17	\$8.47	\$454.64
4 Yard MSW - 3xWeek	\$668.73	\$12.70	\$681.43
4 Yard MSW - 4xWeek	\$792.00	\$15.04	\$807.04
4 Yard MSW - 5xWeek	\$990.05	\$18.81	\$1,008.86
6 Yard MSW - 1xWeek	\$370.33	\$7.03	\$377.36
6 Yard MSW - 2xWeek	\$598.84	\$11.37	\$610.21
6 Yard MSW - 3xWeek	\$832.11	\$15.81	\$847.92
6 Yard MSW - 4xWeek	\$1,073.41	\$20.39	\$1,093.80
6 Yard MSW - 5xWeek	\$1,341.80	\$25.49	\$1,367.29

Recycling Bin Services			
1 Yard RECYCLE - 1xWeek	\$63.04	\$1.20	\$64.24
1 Yard RECYCLE - 2xWeek	\$119.21	\$2.26	\$121.47
1 Yard RECYCLE - 3xWeek	\$175.02	\$3.32	\$178.34
1 Yard RECYCLE - 4xWeek	\$231.06	\$4.39	\$235.45
1 Yard RECYCLE - 5xWeek	\$287.08	\$5.45	\$292.53
1.5 Yard RECYCLE - 1xWeek	\$69.35	\$1.32	\$70.67
1.5 Yard RECYCLE - 2xWeek	\$131.13	\$2.49	\$133.62
1.5 Yard RECYCLE - 3xWeek	\$192.51	\$3.66	\$196.17
1.5 Yard RECYCLE - 4xWeek	\$254.17	\$4.83	\$259.00
1.5 Yard RECYCLE - 5xWeek	\$315.79	\$6.00	\$321.79
2 Yard RECYCLE - 1xWeek	\$74.18	\$1.41	\$75.59
2 Yard RECYCLE - 2xWeek	\$140.24	\$2.66	\$142.90
2 Yard RECYCLE - 3xWeek	\$205.91	\$3.91	\$209.82
2 Yard RECYCLE - 4xWeek	\$271.85	\$5.16	\$277.01
2 Yard RECYCLE - 5xWeek	\$337.75	\$6.41	\$344.16
3 Yard RECYCLE - 1xWeek	\$119.21	\$2.26	\$121.47
3 Yard RECYCLE - 2xWeek	\$189.62	\$3.60	\$193.22
3 Yard RECYCLE - 3xWeek	\$284.21	\$5.40	\$289.61
3 Yard RECYCLE - 4xWeek	\$336.60	\$6.39	\$342.99
3 Yard RECYCLE - 5xWeek	\$420.77	\$7.99	\$428.76
4 Yard RECYCLE - 1xWeek	\$140.24	\$2.66	\$142.90
4 Yard RECYCLE - 2xWeek	\$223.10	\$4.24	\$227.34
4 Yard RECYCLE - 3xWeek	\$334.37	\$6.35	\$340.72
4 Yard RECYCLE - 4xWeek	\$396.00	\$7.52	\$403.52
4 Yard RECYCLE - 5xWeek	\$495.01	\$9.40	\$504.41
6 Yard RECYCLE - 1xWeek	\$185.18	\$3.52	\$188.70
6 Yard RECYCLE - 2xWeek	\$299.42	\$5.69	\$305.11
6 Yard RECYCLE - 3xWeek	\$416.05	\$7.90	\$423.95
6 Yard RECYCLE - 4xWeek	\$536.70	\$10.19	\$546.89
6 Yard RECYCLE - 5xWeek	\$670.89	\$12.74	\$683.63
COMMERCIAL CARTS			
64 Gallon Cart - MSW	\$24.52	\$0.46	\$24.98
96 Gallon Cart - MSW	\$35.01	\$0.66	\$35.67
64 Gallon Cart - Recycling - Every Other Week	\$12.26	\$0.23	\$12.49
96 Gallon Cart - Recycling - Every Other Week	\$17.51	\$0.33	\$17.84

Extra Pickups			
Extra Pick up - Service Day - 1 yard	\$34.56	\$0.66	\$35.22
Extra Pick up - Service Day - 1.5 yard	\$41.46	\$0.79	\$42.25
Extra Pick up - Service Day - 2 yard	\$45.46	\$0.86	\$46.32
Extra Pick up - Service Day - 3 yard	\$73.83	\$1.40	\$75.23
Extra Pick up - Service Day - 4 yard	\$85.95	\$1.63	\$87.58
Extra Pick up - Service Day - 6 yard	\$143.53	\$2.73	\$146.26
Temporary Bins			
4 Yard Temp Bin - 3-day rental	\$131.38	\$2.49	\$133.87
4 Yard Temp Bin per day after 3rd day	\$43.79	\$0.83	\$44.62
Ancillary Services			
Walk in/Pull Out per Bin per Service over 10 feet	\$13.47	\$0.25	\$13.72
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	3.00%	N/A	3.00%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$31.32	\$0.59	\$31.91
Replacement Bin-if due to customer negligence	Market Price	N/A	Market Price
Key Charge when container access requires driver to remove lock per month	\$6.26	\$0.12	\$6.38
Contamination in Commercial Bins/Carts * (per Bin/Cart per service)	\$61.37	\$1.16	\$62.53
Overage/Snapshot charge (bin too full for lid to close) *	\$83.33	\$1.58	\$84.91
Bad Pay/Reactivation fee (no delivery)	\$40.09	\$0.76	\$40.85
Bad Pay/Reactivation fee (with delivery)	\$68.88	\$1.31	\$70.19

* Contamination/Overage charged after 1st warning

ROLL OFF	Current Monthly Rate	Rate Adjustment	New Rate Effective - 1/1/2025
Containers Services			
20 Yard Roll Off Container (includes 3 tons disposal)*	\$552.20	\$10.49	\$562.69
30 Yard Roll Off Container (includes 3 tons disposal)*	\$630.04	\$11.97	\$642.01
Compactor Haul Charge (no included disposal)**	\$265.64	\$5.05	\$270.69
Ancillary Services			
Min Haul Charge - 7-day rental charged per day on 8th day	\$15.92	\$0.30	\$16.22
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$187.91	\$3.57	\$191.48
Relocation Charge (Move box to new location on customers current site)	\$187.91	\$3.57	\$191.48
Bad Check/EFT Charge	\$33.33	\$0.63	\$33.96
Finance Charge past due greater than 30 days	3.00%	N/A	3.00%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Replacement Bin-if-due to customer negligence	Market Price	N/A	Market Price

*Any tonnage in excess will be charged the landfill rate plus applicable franchise fees

**Disposal not included. Charged landfill rate plus applicable franchise fees

PI Year
2025

Current				
	Operations (CPI)	Fuel	Disposal	Total Adjustment
Adjustment Percentage	3.08%	-4.49%	0.00%	
Weighted Allocation	66.80%	3.45%	29.75%	Final Percentage
Allocated Adjustments	2.05%	-0.15%	0.00%	1.90%

Historical				
	Operations (CPI)	Fuel	Disposal	Total Adjustment

2022	2.16%	0.25%	0.00%	2.41%
2023	5.25%	1.71%	0.00%	6.96%
2024	3.49%	-0.16%	0.00%	3.32%
2025	2.05%	-0.15%	0.00%	1.90%
2026				
2027				
2028				
2029				
2030				

PI Year
2025

Data extracted on: September 23, 2021 (6:57:21 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0400SAO
 Not Seasonally Adjusted
 Series Title: All items in West urban, all urban consumers, not seasonally adjusted
 Area: West
 Item: All items
 Base Period: 1982-84=100

		Start Period	End Period
Older Period	321.1574	10/1/2022	9/30/2023
Newer Period	331.0348	10/1/2023	9/30/2024
Index Change	9.877417		
Index Change %	3.08%		

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2	Calculated Average
2011	223.149	224.431	226.558	227.837	228.516	228.075	227.805	228.222	229.147	229.195	228.771	228.117	227.485	226.428	228.543	
2012	228.98	229.995	232.039	232.561	233.053	232.701	231.893	233.001	234.083	234.966	233.206	232.029	232.376	231.555	233.196	231.1990833
2013	232.759	234.595	235.511	235.488	235.979	236.227	236.341	236.591	237.146	237	236.153	236.096	235.824	235.093	236.555	235.0698333
2014	236.707	237.614	239.092	239.808	241.35	241.616	241.85	241.66	241.92	241.65	240.22	239.095	240.215	239.365	241.066	239.2388333
2015	238.318	239.748	241.69	242.302	244.227	244.332	245.04	244.737	244.257	244.341	243.749	243.434	243.015	241.77	244.26	242.1346667
2016	244.6	244.821	245.404	246.589	247.855	248.228	248.375	248.498	249.234	249.897	249.448	249.516	247.705	246.25	249.161	246.2606667
2017	250.814	252.252	252.949	253.806	254.38	254.469	254.708	255.282	256.504	257.223	257.126	257.347	254.738	253.112	256.365	252.8354167
2018	258.638	259.986	260.994	262.037	263.24	263.732	263.971	264.395	265.105	266.195	265.658	265.209	263.263	261.438	265.089	261.1495
2019	265.624	266.215	267.37	269.522	270.88	270.957	271.029	271.264	272.102	273.524	273.128	272.584	270.35	268.428	272.272	268.5020833
2020	273.34	274.412	273.995	272.913	273.062	274.155	275.597	276.443	276.422	276.876	276.875	276.593	275.057	273.646	276.468	274.13125
2021	277.238	278.702	280.625	283.507	285.793	288.263	289.863	290.393	291.053	293.397	294.986	296.102	287.494	282.355	292.632	282.98175
2022	298.705	301.158	305.082	307.145	309.645	313.496	313.951	314.013	315.094	317.299	315.919	314.599	310.509	305.872	315.146	305.2311667
2023	317.477	319.13	320.715	322.187	323.525	324.448	324.865	326.234	327.491	327.708	326.299	325.932	323.834	321.247	326.422	321.1574167
2024	328.053	329.339	332.202	334.05	334.292	333.662	333.174	333.442	334.265					331.933		331.0348333

PI Year
2025

Sourcekey	EMD_EPD2D_PTE_SCA_DPG
Date	California No 2 Diesel Retail Prices (Dollars per Gallon)
10/15/2019	3.985
11/15/2019	4.003
12/15/2019	3.902
1/15/2020	3.873
2/15/2020	3.787
3/15/2020	3.601
4/15/2020	3.283
5/15/2020	3.182
6/15/2020	3.216
7/15/2020	3.254
8/15/2020	3.263
9/15/2020	3.259
10/15/2020	3.246
11/15/2020	3.25
12/15/2020	3.356
1/15/2021	3.439
2/15/2021	3.607
3/15/2021	3.931
4/15/2021	3.98
5/15/2021	4.024
6/15/2021	4.095
7/15/2021	4.195
8/15/2021	4.291
9/15/2021	4.324
10/15/2021	4.481
11/15/2021	4.745
12/15/2021	4.776
1/15/2022	4.803
2/15/2022	5.018
3/15/2022	6.133
4/15/2022	6.26
5/15/2022	6.479
6/15/2022	6.874
7/15/2022	6.587
8/15/2022	6.123
9/15/2022	6.149
10/15/2022	6.33
11/15/2022	6.121
12/15/2022	5.558
1/15/2023	5.467
2/15/2023	5.423
3/15/2023	5.263
4/15/2023	4.99
5/15/2023	4.842
6/15/2023	4.76
7/15/2023	4.907
8/15/2023	5.518
9/15/2023	6.043
10/15/2023	6.094
11/15/2023	5.684
12/15/2023	5.32
1/15/2024	5.13
2/15/2024	5.214
3/15/2024	5.216
4/15/2024	5.239
5/15/2024	5.078
6/15/2024	4.927
7/15/2024	4.901
8/15/2024	4.758
9/15/2024	4.733



City of Willows
Effective - 1/1/2025
Disposal Change Calculations

New County Rate Per Ton Eff 1/1/2024	\$100.00
New County Rate Per Ton Eff 1/1/2025	\$100.00
Rate Change	\$0.00
Rate Change %	0.00%

Historical Data	
Year	County Rate
2021	\$100.00
2022	\$100.00
2023	\$100.00
2024	\$100.00
2025	\$100.00
2026	
2027	
2028	
2029	
2030	



DISCUSSION & ACTION CALENDAR



Date: December 10, 2024

To: Honorable Mayor and Councilmembers

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

Subject: New Sewage Pump for Pacific Avenue Lift Station

Recommendation:

Authorize the City Manager to purchase a new sewage pump from Pac Machine Co., Inc. for the Pacific Avenue sewer lift station in an amount not to exceed \$10,000.

Rationale for Recommendation:

As a safety measure and standard practice, the city stocks a backup pump for each lift station. Since the Pacific Avenue sewer lift station was last repaired with the previous backup pump, another one has yet to be purchased and/or refurbished as the new backup pump.

Background:

All City of Willows sewer lift stations have two pumps installed and two additional pumps (per sewer lift station) in stock as backups. The redundancy is required to ensure that if either one or both pumps in the lift station break, the city can replace them immediately to prevent expensive bypass pumping or a sewer overflow (and State penalties). When pumps are removed from service, they are usually reconditioned and used as a backup in the event of an emergency and the existing pump breaks.

The Pacific Avenue lift station pump failed this past year and was replaced with another pump. The broken pump was sent to Pac Machine Co., Inc. for repair. Upon inspection, it became apparent that the pump required a complete rebuild, which is approximately the exact cost of buying a new pump. As a result, staff recommends purchasing a new pump.

Discussion & Analysis:

As a result of the failed pump and the need for repair or replacement, quotes were solicited. One quote to rebuild the pump was received from Pac Machine Co., Inc., the lowest bid, totaling \$9,999.78 (Attachment 1), and one was received from Shape Inc., totaling \$10,694.97 (Attachment 2). While the Pac Machine Co., Inc. quote would be the cost to entirely rebuild the pump, which is slightly less expensive than the cost of a new pump, Pac Machine Co., Inc.

offered the City the same rebuild price to purchase a new pump. Therefore, staff recommends purchasing a new pump from Pac Machine Co., Inc.

Fiscal Impact:

The pump replacement would be funded by the Sewage Enterprise Fund for a not to exceed amount of \$10,000.

Attachments:

- Attachment 1: Pac Machine Co., Inc. Quote
- Attachment 2: Shape Inc. Quote



SANITATION • HYDRAULIC • AND PROCESSING EQUIPMENT

PLEASANTON

SACRAMENTO

STOCKTON

3825 Hopyard Road #195
Pleasanton, CA 94588
Phone (925) 485-9720

2356 Gold Meadow Way #270
Gold River, CA 95670
Phone (916) 309-4132

119 Val Dervin Parkway # 2
Stockton, CA 95206
Phone (209) 234-5909

QUOTATION

TO:	City of Willows	DATE:	12-04-2024
		QUOTE #:	120671
		DESC:	
		JOB:	City of Willows 3085 Replacement
		LOCATION:	
ATTN:	Joe Bettencourt	PHONE:	
		EMAIL:	

WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT SUBJECT TO CONDITIONS PRINTED ON LAST PAGE HEREOF, THESE CONDITIONS MAY BE CHANGED ONLY BY A WRITTEN STATEMENT SIGNED BY AN OFFICER OF SHAPE, INCORPORATED.

F.O.B. FACTORY
 F.F.A. TO FIRST DESTINATION

Line #	Qty	Item	Unit Price	Price
01	1	0030850700047 - NP3085.070 - 463 Impeller, 3hp/230v/3ph, FM Rated, FLS Leakage Sensor, 50' Cable	\$9,972.00	\$9,972.00
Total for Above Equipment:				\$9,972.00

Notes and Clarifications:
Replacement requested for:
3085.092-0118 (SN 0720170)

7.25% (Tax Rate 0.000%) Total Tax:	722.97	\$0.00
Grand Total:	10,694.97	\$9,972.00

Notes:

1. QUOTE IS VALID FOR 45 DAYS, See attached TOCs for details
2. Price DOES NOT INCLUDE ANY APPLICABLE TAXES
3. Price INCLUDES Freight: F.F.A.
4. Price does not include: installation, equipment unloading, pipe, conduit, anchor bolts, guide bars/rails or any other items not listed.
5. ESTIMATED EQUIPMENT LEAD TIME: In stock in Stockton, CA (subject to prior sale)

SHAPE, INC.

Danielle Peterson - dpeterson@shapecal.com

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATURE. THIS QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR APPROVED SUBMITTALS, UPON AWARDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS. 30% RE-STOCKING FEE.

SHAPE STANDARD TERMS AND CONDITIONS

ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required within two (2) days. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT.**

SHAPE STANDARD TERMS AND CONDITIONS

No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.



Date: December 10, 2024

To: Honorable Mayor and Councilmembers

From: Marti Brown, City Manager

Subject: Co-fund an Assessment Study to Determine the Feasibility of Joining Pioneer Energy CCA

Recommendation:

Authorize the City Manager to execute a Letter of Intent to co-fund an assessment study along with Pioneer Energy, the County of Glenn, and the City of Orland to help determine whether the City of Willows should become a member of Pioneer Energy Community Choice Aggregator (CCA).

Rationale for Recommendation:

Pioneer Energy is a Community Choice Aggregator of energy, helping reduce the electricity cost for residential and commercial property owners. An assessment study will help determine whether Willows would benefit from becoming a member of Pioneer Energy CCA.

Background:

On November 26, 2024, Pioneer Energy CCA presented to the City Council explaining what a CCA is, how it works, and how their members benefit from the CCA (Attachment 1).

Discussion & Analysis:

The City has been presented with the opportunity to co-fund, along with Pioneer Energy, the City of Willows, and the County of Glenn, an assessment study to determine the city's potential benefit of joining Pioneer Energy CCA for reduced energy costs (e.g., electricity) to residential and commercial property owners.

Pioneer Energy plans to submit an Implementation Plan ('Plan') to the California Public Utilities Commission (CPUC) in March of 2025. The proposal will detail Pioneer's plans for expansion, the communities that will be included in the expansion, and how Pioneer will meet the increased load and ensure compliance with state standards.

If approved by the CPUC, the program's launch is anticipated to occur in late 2027. The delay includes a one-year waiting period from the time the Plan is approved, as required by the CPUC. This will also give Pioneer the time needed to procure power for residents and businesses.

The Plan submission deadline is firm, as many of the communities included in this phase have been working with Pioneer since early 2024. Pioneer anticipates the CPUC will approve the plan in June, at which time It will begin procuring energy for new members.

The Orland City Manager learned about Pioneer Energy and the benefits of CCAs from Butte County and started pursuing the possibility of joining the current effort in late 2024 along with Butte County, Chico, Oroville, and Paradise (which were already investigating the CCA option). Currently, the Implementation Plan that will be submitted in March 2025 to the CPUC may include the following jurisdictions: Sutter, Nevada, Tuolumne, and Butte Counties, as well as Chico, Oroville, and Paradise.

In order to move forward at this time and satisfy the March deadline, the assessment study needs to be completed in December 2024. If the jurisdictions wish to continue with the process after reviewing the assessment study results, an approved ordinance with a first and second reading will be required by February. Once the CPUC approves the Implementation Plan, Pioneer will then return to the jurisdictions to confirm their interest in moving forward in the process of procuring power on behalf of their residents.

The city's portion of the study is \$5,000. To secure the co-funding for the study from Pioneer Energy, a Letter of Interest to the Pioneer Board (Attachment 2) is required immediately in order to be considered at the Board's December 2024 meeting and to be included in the Plan submitted to the CPUC in March.

Per concerns raised at the November 26 Council presentation, the City Attorney prepared a legal memo (Attachment 3) explaining that a Request for Proposal is not required in order to consider joining a Community Choice Aggregator (for energy distribution). Attachment 4 also provides answers to the public questions and comments from the November 26 meeting.

Consistency with Council Priorities and Goals:

The proposed project, to consider joining Pioneer Energy CCA, is consistent with Council Priority #2, Economic Development – aiming *“to create a thriving business environment that attracts new businesses, supports existing ones....enhancing economic opportunities....and improve the overall quality of life for residents.”*

Fiscal Impact:

The City of Willows portion to co-fund the assessment study is \$5,000. The total study will cost \$30,000, with Pioneer Energy paying \$15,000, the County of Glenn paying \$5,000, and the City of Orland paying \$5,000. Staff proposes using General Fund monies to pay for its share of the study.

Attachments:

- Attachment 1: Pioneer Energy CCA PPT
- Attachment 2: Letter of Intent
- Attachment 3: CCA Legal Memo
- Attachment 4: Response to Public Questions



About Pioneer: An Overview for the City of Willows

November 26, 2024



Introductions

- **Gina Stassi-Vanacore:** Director of Communications, Pioneer Community Energy
- **Lisa DeLaby:** Community Outreach Manager, Pioneer Community Energy

What is a CCA?

- Community Choice Aggregators (CCA) allow local governments to purchase electricity on behalf of customers in place of investor-owned utilities (i.e., PG&E for Pioneer Community Energy's territory)
- Energy crisis in the early 2000s prompted the California Legislature to pass Assembly Bill 117 in 2002, enabling community choice in its electricity provider
- The first CCA launched in 2010. Today:
 - More than 25 CCAs throughout California
 - Serving more than 200 communities
 - Providing generation for approximately 14 million customers



Why Choose Pioneer?

Pioneer serves inland communities with similar priorities like customer savings, community reinvestment, exceptional customer service, and economic development

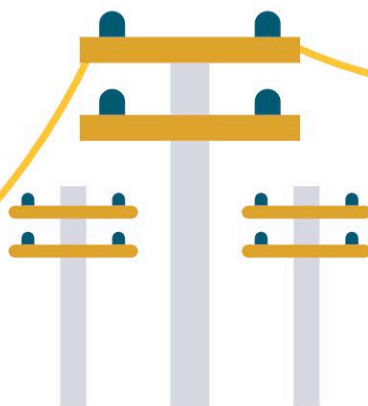
- **Local Control** - Pioneer is a Joint Powers Authority, a not-for-profit public agency, with a board of directors comprised of only elected officials from the jurisdictions we serve.
- **Ratepayer Savings** – We are committed to providing competitive electricity rates and have saved customers \$85 million since launching in 2018, with an additional \$21 million in savings anticipated in 2024.
- **Community Reinvestment** - Creating opportunities to support biomass, and local power purchase agreements
 - El Dorado Irrigation District (\$37 million)
 - PCWA (Over \$10 million)
 - Sierra Pacific Industries (\$1.2 million)
 - Grass Valley - Biomass RFP
 - Western Placer Waste Management - biomass plant

How Does A CCA Work?



Electricity

Pioneer buys electricity from various suppliers. The buying team works with sources to negotiate pricing and ensure a steady, affordable energy supply.



Delivery

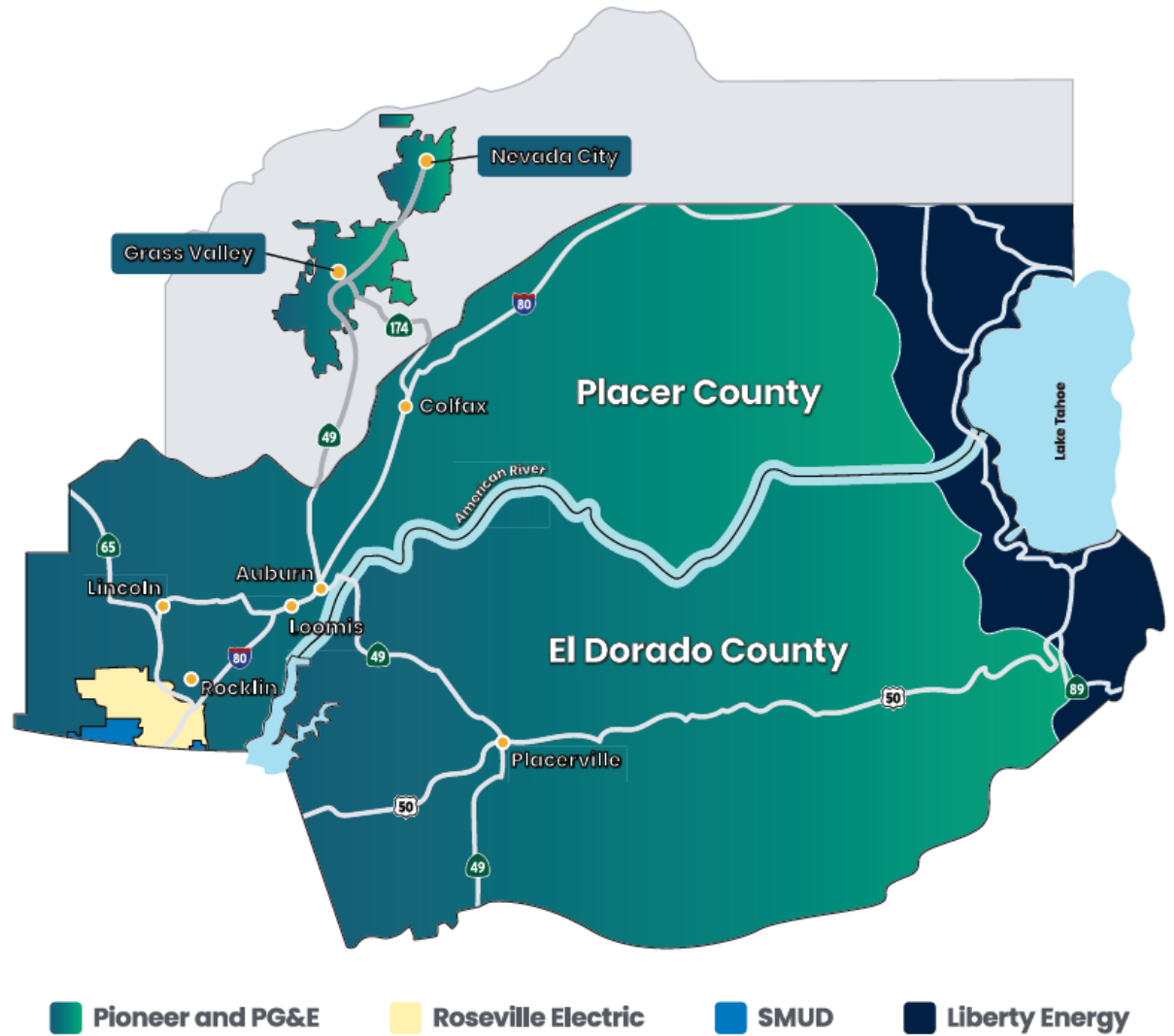
PG&E delivers electricity, maintains the infrastructure of power lines and poles, and sends out bills to customers.



Customer

As a customer of both Pioneer and PG&E, customers get a choice in electricity providers. With Pioneer, you'll receive competitive rates, energy options and exceptional customer service. ⁸⁰

Our service area



Benefits to Your Citizens



Governance



One Member – One Vote

No weighted voting based on electrical load usage. Each Member gets equal say.

Board Members are Elected Officials

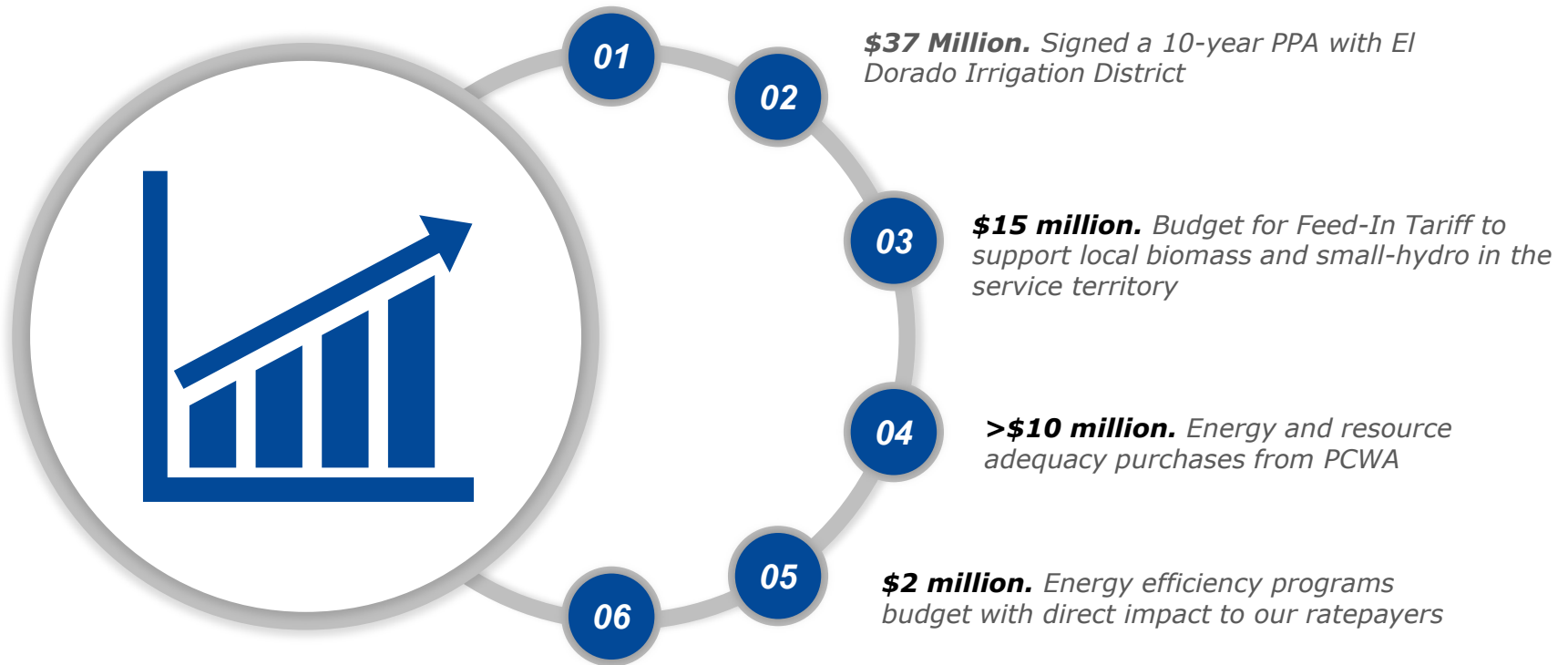
Each Member Agency is represented by an elected official from the City/Town Council or County Board of Supervisors

You Decide

The Member Agency decides who sits on the Board. Pioneer imposes no term limits but encourages consistency when considering the complexities of the business

Community Investment

\$126 million. Life-to-date through 2024 of utility bill savings that is money staying in the region and not going to Oakland



\$1.2 million. Renewable energy credits from Sierra Pacific Industries biomass plant in Lincoln

Biomass & Advocacy

- Legislation: Pioneer sponsored and led AB 843 which passed on a unanimous bipartisan basis – this bill enabled CCAs to participate in the BioMAT program and launched in Spring 2024
- Feed-In Tariff: Pioneer-unique program that incentivizes investment in biomass and small-hydro projects in our service territory to benefit the community and create local jobs
- Education: Recently hosted an event together with SPI, CalFire, and Placer APCD for legislators about the benefits of biomass to support future legislation for biomass
- Advocacy Generally: Ongoing advocacy with legislators and regulatory agencies to keep electricity costs low, promote biomass energy, and grid stability, among other things

Programs

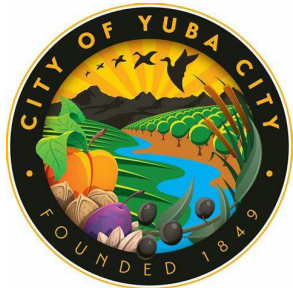
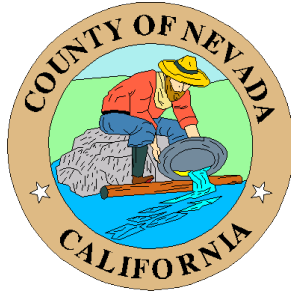
Any program a customer is has with PG&E (e.g. CARE/FERA) carries over to Pioneer

- Additional Pioneer-specific programs include :
 - **Online Marketplace** –guides customers through the maze of complex information when deciding to energize their home, and protects them from bad players
 - **Participate.Energy** - \$0 lease program for residents to pair solar+battery storage that provides stability to rates and resiliency to grid outages
 - **GreenLite** – subsidized LED lighting through local retailers in Pioneer’s service area
 - **HVAC Tune-Up Rebate** – provide rebates to incentivize tune-ups on home systems to improve efficiency and lower utility bills
 - **Demand Side Management** programs coming soon that reward customers/businesses to lower energy usage when the grid is stressed
 - **Bi-monthly Customer Advisory Committee**

Community/Regional Partner

- Active involvement with Rural County Representatives of California (RCRC) to identify potential biomass projects that leads to economic development
- Participate in member agencies' Chamber of Commerce committees and events
- Recently co-sponsored League of Cities divisional event
- Sponsor of marquee events like Lincoln Potters Baseball Club and Sierra Nevada Memorial Hospital gala as examples of engagement
- Partner with California Biomass Energy Alliance and Bioenergy Association of California
- Work with Economic Development groups to entice business location with Green100 product and competitive rates

Growing Interest in Joining Pioneer



Next Steps

November 2024

- Pioneer conducts background meetings to gauge interest in joining working with city/county staff.
- Public meeting presentation from Pioneer.
- Orland, Willows, Glenn County move forward with Impact Assessment Study.
- Pioneer secures required data from PG&E.

January 2025

- Study findings shared with staff.
- 1st and 2nd readings of ordinance conducted by prospective members.

December 2024

- Orland, Willows, and Glenn County Impact Assessment Study begins.

March 2025

- Implementation Plan Amendment submitted to CPUC.

Questions?

Thank you for your time today.



Appendix

Mission & Vision

Mission Statement (What we do) – Pioneer Community Energy is a locally owned provider of electricity – powering the communities we serve with competitive rates, reliable service, and a choice in energy options

Vision Statement (Where we want to be) – A community partner in reliable energy solutions, and positive local impact, powering today and empowering tomorrow

Guiding Principles

- **Mission Statement:** Pioneer Energy is a locally owned provider of electricity – powering the communities we serve with competitive rates, reliable service, and a choice in energy options
- **Vision Statement:** A community partner in reliable energy solutions and positive local impact, powering today and empowering tomorrow

Rate Products

Residential Electricity Rates*



PG&E

44.1% Renewable*

100% Renewable

38.3% Renewable

\$265.36**
average total

\$272.43**
average total

\$278.85**
average total

\$90.82
Electricity

\$90.82
Electricity

\$96.54
Electricity

N/A
Green100 Charges

\$7.07
Green100 Charges

N/A
Green100 Charges

\$177.13
PG&E Shipping Charges

\$177.13
PG&E Shipping Charges

\$177.13
PG&E Shipping Charges

\$(2.59)***
PCIA + FFS

\$(2.59)***
PCIA + FFS

\$5.19***
PCIA

*As reported to the California Public Utilities Commission and Pioneer's Board of Directors.

Power Mix

2022 POWER CONTENT LABEL						
Pioneer Community Energy						
https://pioneercommunityenergy.org/about-us/key-documents/						
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)			Energy Resources	2022 Pioneer Community Energy Base Service Power Mix	2022 Pioneer Community Energy Green100 Power Mix	2022 CA Power Mix
2022 Pioneer Community Energy Base Service	2022 Pioneer Community Energy Green100	2022 CA Utility Average	Eligible Renewable¹	44.1%	100.0%	35.8%
343	0	422	Biomass & Biowaste	0.6%	0.0%	2.1%
<p>■ 2022 Pioneer Community Energy Base Service ■ 2022 Pioneer Community Energy Green100 ■ 2022 CA Utility Average</p>			Geothermal	6.1%	0.0%	4.7%
			Eligible Hydroelectric	2.7%	21.6%	1.1%
			Solar	11.5%	28.4%	17.0%
			Wind	23.3%	50.0%	10.8%
			Coal	0.0%	0.0%	2.1%
			Large Hydroelectric	1.3%	0.0%	9.2%
			Natural Gas	0.0%	0.0%	36.4%
			Nuclear	27.6%	0.0%	9.2%
			Other	0.0%	0.0%	0.1%
			Unspecified Power²	27.0%	0.0%	7.1%
			TOTAL	100.0%	100.0%	100.0%
Percentage of Retail Sales Covered by Retired Unbundled RECs³:				4%	0%	
<p>¹The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology. ²Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source. ³Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.</p>						
For specific information about this electricity portfolio, contact:			Pioneer Community Energy 1 (844) 937-7466			
For general information about the Power Content Label, visit:			https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program			

PG&E Programs Carry Over

- Enrollment in any program with PG&E, carries over to Pioneer. Examples include but not limited to:
 - CARE
 - FERA
 - Medical Baseline
- PG&E service will not be impacted by joining Pioneer (e.g., service request placed last in que with PG&E because you're with Pioneer)
- In addition, customers have access to Pioneer programs that are created to meet the unique needs of the communities we serve.

Benefits for Solar Customers

- Pioneer has 42,000+ solar accounts
- If you are a net generator, we pay a 1/2 cent premium over PG&E for your power
- If you are a net consumer, you enjoy the same discount as non-solar customer
- No contract or PPA required
- Reconcile monthly
- Annual pay-outs
- Indifferent on NEM 1,2 or SBP



How are customers billed?



ENERGY STATEMENT

www.pge.com/MyEnergy

Account No:

Statement Date: 05/03/2023

Due Date: **05/24/2023**

Service For:

Your Account Summary

Amount Due on Previous Statement	\$310.25
Payment(s) Received Since Last Statement	-311.00
Outstanding Credit Balance	<u>-0.75</u>
Current PG&E Electric Delivery Charges	\$80.73
Pioneer Community Energy Electric Generation Charges	51.35
Current Gas Charges	110.27

Questions about your bill?

Mon-Fri 7 a.m.-7 p.m.
Saturday 8 a.m.-5 p.m.
Phone: 1-800-743-5000
www.pge.com/MyEnergy

Total Amount Due by 05/24/2023 **\$241.60**

PG&E Bill – Page #1

- Pioneer listed on the front page
- Customer pays total energy bill to PG&E – one payment
- PG&E remits \$ to Pioneer



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



December 10, 2024

Don Eckert, CEO
Pioneer Community Energy
2510 Warren Drive, Suite B
Rocklin, CA 95677

RE: Letter of Interest to Pioneer Community Energy

Dear Mr. Eckert:

The City of Willows would like to explore the mutual benefits that may be realized if the city were to become a member agency to Pioneer Community Energy (“Pioneer”), a Community Choice Aggregator (CCA), by participating in an Impact Assessment Study.

The City of Willows has an interest in providing additional energy options for our residents and businesses, particularly if there is a pathway to that energy being provided at a lower rate than that provided by PG&E. In addition, and based on Pioneer’s presentation, there may be a synergy of energy interests between Pioneer and the City of Willows.

This letter allows Pioneer to begin exploration of potential inclusion and financial feasibility of the City of Willows as a member agency in the Pioneer JPA with an Impact Assessment Study. The cost of the Impact Assessment Study is \$30,000, of which Pioneer will fund half of the cost. The remaining \$15,000 would be shared evenly between the County of Glen, and the Cities of Orland and Willows at an amount of \$5,000 for each jurisdiction.

I look forward to continuing our conversations and I am optimistic that there is potential for mutual benefits that will be favorable to both of our organizations.

Sincerely,

Marti Brown
City Manager



A LAW FIRM FOUNDED ON THE
PRINCIPLE OF SERVICE

MEMORANDUM

To: Marti Brown, City Manager of Willows

From: Caitlin Smith & Carolyn Walker

Date: December 4, 2024

Re: Community Choice Aggregator Requirements

Thank you for your inquiry regarding whether the city must submit a request for proposals prior to joining a Community Choice Aggregator (“CCA”) for its energy supply. As will be explained, state law governs the formation of CCA’s and does not require municipalities to submit RFP’s prior to authorizing another entity to act as a CCA on its behalf or to participate as a group in a community choice aggregation program through a joint powers agency.

Cal. Public Utilities § 331.1 defines “community choice aggregator” as an entity that is not within the jurisdiction of a local publicly owned electric utility that provided electrical services as of January 1, 2003, including any city or county whose governing board elects to combine the loads of its residents, businesses, and municipal facilities in a communitywide electricity buyers’ program, or any group of cities/counties whose governing boards have elected to combine the loads of their programs through a joint powers agency.

Cal. Public Utilities § 366.2(12)(A) provides that a city or county may request, by affirmative resolution of its governing council or board, that another entity authorized to be a community choice aggregator act on its behalf. The statute further provides that if a city, by resolution, requests another authorized entity be the community choice aggregator for the city, that authorized entity shall be responsible for adopting the ordinance to implement the community choice aggregation program on behalf of the city.

More relevant to Willows' inquiry regarding participating as a group in a CCA with Glenn County and Orland through a joint powers agency, § 366.2(12)(B) provides that two or more entities authorized to be a community choice aggregator (as defined in Section 331.1) may participate as a group in a community choice aggregation program through a joint powers agency established pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, if each entity adopts an ordinance pursuant to § 366.2(12)(A).

Because Willows is not within the jurisdiction of a local publicly owned electric utility, the city council may enact a resolution for another entity authorized to be a community choice aggregator to act on its behalf. § 366.2(12)(A). Alternatively, and probably more appropriately in this case, the council may enact an ordinance to participate as a group in the Pioneer Community Energy CCA with Glenn County and Orland through a joint powers agency. Cal. Public Utilities § 366.2(12)(B); Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.

Section 366.2 requires that CCA's submit an Implementation Plan and a Statement of Intent to the California Public Utilities Commission and set forth specific elements. There are strict regulations of CCA's and the PUC is very involved in their formation. CCA's are required to meet a number of regulatory compliance requirements. Complying with those regulations will be the responsibility of the CCA. Cities that wish to join CCA's are not required to issue an RFP to select a CCA provider under the Public Utilities statutory framework and will instead need to enact an ordinance pursuant to Cal. Public Utilities § 366.2(12)(B) and Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code. A sample ordinance is attached hereto for reference.

Response to Public Questions

Question #1:

Would Pioneer Energy be able to garner carbon credits for this area (e.g., heavy ag production/farming) and/or leniency/implementation assistance with any upcoming green energy mandates?

Answer:

Pioneer offers two products: Pioneer Standard (44.1% renewable) or Green100 (100% renewable). Upon enrollment with Pioneer, all customers receive the Standard product with a choice to voluntarily opt-up to Green100 at any time. PG&E offers only one product option (38.3% renewable). Even the Green100 rate plan is more cost-effective than PG&E's standard rate plan.

Enrollment in Green100 provides the additional benefit of choosing electricity from sources that are more heavily weighted towards renewable energy, which can provide electricity with little or no greenhouse gas (GHG) emissions. Some customers such as the cities of Auburn, Grass Valley and Nevada City, have moved to the Green100 plan as a way for the local governments to help meet State-mandated carbon reduction requirements. The City of Auburn, a Pioneer customer, opted up to Green100 in 2022, lowering the amount of CO₂ being released into the atmosphere by 2.1 million pounds (the equivalent to avoiding 2.4 million miles driven by the average gasoline fueled car). The cities of Grass Valley and Nevada City opted up to Green100 recently to help meet State-mandated carbon reduction requirements. Additionally, Pioneer's Low Carbon Fuel Standards program will help monetize available credits that the city may have once it is adopted, which is anticipated in early 2025.

Question #2:

What is the membership composition of the Customer Advisory Committee?

Answer:

The Community Advisory Committee (CAC) is open to anyone who wants to serve on it as long as they are from a community that we provide service to. Pioneer's goal is representation from all member communities.

Question #3:

What types of biomass and small hydro projects does Pioneer envision promoting in Glenn County? Would they work with individual, local, and/or private businesses/partners to create things like Cal Plant V.2 or the well monitoring pilot program or would the JPA member/local jurisdiction be the driving force for that?

Answer:

Pioneer would be interested in learning about the types of biomass and small hydro projects available in Glenn County, and/or if there are local entities interested in project development. Pioneer supports project development through incentives and serve as the off-taker for the generation, which is critical to getting projects approved.



COMMENTS AND REPORTS