



111 E. Commercial Street
Willits, California 95490
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www.cityofwillits.org

WILLITS CITY COUNCIL AGENDA

SEPTEMBER 14, 2022 | 6:30 PM | VIA TELECONFERENCE

Due to the provisions of the Governor's new Executive Orders N-15-21 (Assembly Bill 361) which continues to suspend certain requirements of the Brown Act, and the Order of the Health Officer of the County of Mendocino to impose/recommend measures to promote social distancing to minimize the spread of COVID-19, the City Council will be participating by tele/video conference.

TELECONFERENCING ATTENDANCE INSTRUCTIONS How to attend this Council meeting remotely – See end of the agenda.

1. OPENING MATTERS

a. Call to Order. | b. Pledge to Flag. | c. Roll Call.

2. PUBLIC COMMUNICATIONS

The City Council welcomes participation in its meetings. Comments shall be limited to three (3) minutes per person so that everyone has an opportunity to address the Council. To expedite matters and avoid repetition, whenever any group of persons wishes to address the Council on the same subject matter, the Mayor may request the group appoints a spokesperson. This item is limited to matters under the jurisdiction of the City Council, which are not on the posted agenda. Public criticism of the City Council, Commission, Boards and Agencies will not be prohibited. The City Council will take no action.

3. PUBLIC MATTERS

4. ENACTMENT OF ORDINANCES

a. None.

5. CONSENT CALENDAR

The City Council considers matters listed under the Consent Calendar as routine. The Council will take action with a single motion and roll call vote. A Councilmember may request the removal of an item(s) from the Consent Calendar for separate discussion and subsequent action.

The following items as presented are before the City Council for approval or denial:

- a. City Council Minutes:
 - i. August 24, 2022
- b. Resolution Ratifying and extending for an additional 30-days, approval of continuing Virtual City Council, Commission, and Committee meetings pursuant to AB 361.
- c. Approve Contract with Michael Ceratto's Cleaning Service for Janitorial Services at City Hall and Public Works/Engineering Department, in an Annual Amount not to Exceed \$22,320 Per year, for Fiscal Years 2022-2023 and 2023-2024.

- d. Approve Contract with David Edgar (Mendocino Janitorial) for Janitorial Services at the Willits Police Department, in an Annual Amount not to Exceed \$19,800 Per Year, for Fiscal Years 2022-23 and 2023-24

6. MONTHLY ACTIVITY REPORTS

Matters that do not require action by the City Council but are of public interest.

- a. Monthly Business License Report August 2022.

7. COMMISSIONS, AGENCIES AND AUTHORITIES

The Willits City Council meets concurrently as the City of Willits Planning Commission & City of Willits Successor Agency.

8. CITY MANAGER REPORTS AND RECOMMENDATIONS

- a. Discussion and Possible Action to Change 1.0 FTE Office Assistant III to 1.0 FTE Administrative Specialist.
- b. Verbal Reports – No Action.
 - i. City Hall Renovation Project.
 - ii. Update on Athletic Field usage.

9. DEPARTMENT RECOMMENDATIONS (ACTION ITEMS)

- a. None.

10. DEPARTMENT MONTHLY REPORTS – (presented at the second meeting of each month)

- a. Airport. b. Community Dev. c. Engineering. d. Police Dept. e. Public Works. f. Utilities.

11. CITY COUNCIL ANNOUNCEMENTS, COMMUNICATIONS AND REPORTS

12. GOOD & WELFARE

13. CLOSED SESSION NOTICE

- a. None.

14. ADJOURNMENT

Right to Appeal - Persons who are dissatisfied with the decisions of the City Council may have the right to a review of that decision by a court. The City has adopted Section 1094.6 of the Code of Civil Procedure, which generally limits to 90-days, the time within an individual and/or entity may judicially challenge the decisions of the City Boards and Agencies.

I hereby certify under penalty of perjury under the laws of the State of California that I posted the foregoing Agenda on the bulletin board at the main entrance of the City of Willits City Hall, located at 111 East Commercial Street, Willits, California, not less than 72 hours prior to the meeting set forth on this Agenda.

Dated this 9th day of September, 2022.
Delores Pedersen, City Clerk

Americans with Disabilities Act (ADA) Compliance

If you need assistance to attend or participate in a City Council meeting, please contact the City Clerk's office at (707) 459-7121 or Fax (707) 459-1562. Notification at least 48-hours prior to the meeting will assist the City Clerk in assuring the implementation of reasonable accommodations to provide accessibility to the meeting. Our meeting room is wheelchair accessible and ADA parking is available.

Additional Meeting Information for Interested Parties

Materials related to an item on this Agenda submitted to the Willits City Council, Planning Commission, or Community Development Agency after distribution of the agenda packet are available for public inspection at City Clerk's office at 111 E. Commercial Street, Willits, during normal business hours, Monday through Thursday 9 AM to 5:30 PM.

CITY COUNCIL MEETING – ELECTRONIC ATTENDANCE

To attend the City Council meeting of Wednesday, September 14, 2022, electronically, please do the following:

Navigate to the Microsoft Teams site.

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Phone:

- Dial in [+1 323-676-6169](#)
- Punch in the following [Access Code](#) when prompted: [319 742 285](#)
- **Please keep your phone on mute, unless you are addressing the Council.**
- **When calling in on a landline or cellular phone press *6 to mute and unmute your phone.**

Public Comments:

- Members of the public wishing to address the City Council, either during public comment or for a specific agenda item, or both, will be limited to three (3) minutes per person at the time the Mayor opens item for public comments.



111 E. COMMERCIAL STREET
WILLITS, CALIFORNIA 95490
(707) 459-4601 TEL
(707) 459-1562 FAX

**WILLITS CITY COUNCIL
MINUTES
WEDNESDAY, AUGUST 24, 2022**

Mayor Rodriguez called a regular meeting of the City Council to order at 6:30 p.m., via teleconference/video conference. The meeting was preceded by the pledge to the flag.

Roll Call: Councilmembers Madge Strong, Gerardo Gonzalez, Larry Stranske, Greta Kanne, and Mayor Saprina Rodriguez were present.

Also present were staff members: Brian Bender City Manager; Cathy Moorhead, Assistant City Manager; Jim Lance, City Attorney; Dusty Duley, Community Development Director; Scott Herman, Utilities Superintendent; Kenan O'Shea, Public Works Superintendent; Karen Stevenson, Human Resources Manager; Manuel Orozco, Finance Director; Delores Pedersen, City Clerk.

Due to the provisions of the Governor's new Executive Order N-15-21 (Assembly Bill 361) which continues to suspend certain requirements of the Brown Act, and the Order of the Health Officer of the County of Mendocino to continue to impose/recommend measures to promote social distancing to minimize the spread of COVID-19, the City Council will be participating by tele/video conferencing.

2. Public Communications

None presented.

3. Public Matters

- a. Little Lake Fire Department Updates – Presented by Fire Chief Carter.
- At the end of July, the Fire Department had responded to 355 calls for service.
 - During the lightning event there were units from Little Lake Fire staged around the county. Fortunately, we did not have any issues from the lightning.
 - Looking ahead at the seven-day weather forecast we are still in a moderate fire weather pattern.
 - Actively working on the sub-station, converting the classroom back into a classroom from the temporary district office we used while the new fire house was constructed.
 - Implementing a pre-planning commercial structure program. They are moving from a paper-based system to a digital system. This will allow instant access to location specific information.
 - Mayor Rodriguez asked how the Fire Chief sees the Sales Tax Measure B impacting our local fire department? Chief Carter is hoping that Measure B gets support. Chief Carter is working with the Fire Safe Council of Mendocino to bring information to the City Council next month.
- b. Discussion regarding the proposed addition of Chapter 8.26 of the Willits Municipal Code. Chapter 8.26 repeals Chapter 8.24 to revise the licensing of tobacco retailers. The City Council may decide to proceed to formally introduce the ordinance and waive the first reading at a subsequent meeting.
- Representatives and supporters of the Mendocino County Tobacco Coalition spoke in support of the revised Licensing of Tobacco Retailers Ordinance.

After a lengthy discussion the following order was made:

BY ORDER OF THE MAYOR a Tobacco Ordinance Adhoc Committee was formed with Councilmembers Gonzalez and Kanne appoint as committee members.

4. Enactment of Ordinances

None presented.

5. Consent Calendar

The following item(s) are recommended for approval or denial, as follows:

- a. City Council Minutes:
 - i. February 23, 2022
 - ii. August 10, 2022
- b. Resolution Ratifying and extending for an additional 30-days, approval of continuing Virtual City Council, Commission, and Committee meetings pursuant to AB 361.
- c. Discussion and Consideration whether to adopt a Resolution appointing the only Nominees for City Council to the vacant seats and cancelling the General Election on November 8, 2022.

Public Comment: None presented.

Moved by Stranske/Seconded by Gonzalez and carried unanimously to approve Consent Calendar item(s) (a-b).

Moved by Gonzalez/Seconded by Strong and carried (3-2, Stranske & Kanne abstained) to approve Consent Calendar item (c).

6. Monthly Activity Reports

Matters that do not require action by the City Council but are of public interest.

- a. None present.

7. Commissions, Agencies and Authorities

None presented.

8. City Manager Reports and Recommendations

- a. Adoption of a Resolution approving a pass-through rate adjustment for Solid Wastes of Willits, Inc. in response to increased fees from Cold Creek Compost for the processing of mixed organic wastes collected from residential and commercial accounts within the City of Willits.

Public Comment: None presented.

Moved by Strong/Seconded by Stranske and carried unanimously to approve Resolution No. 2022-56 Approving a pass-through rate adjustment for Solid Wastes of Willits, Inc. in response to increased fees from Cold Creek Compost for the processing of mixed organic wastes collected from residential and commercial accounts with the City of Willits.

- b. Verbal Reports – Presented an update on the Underground Storage Tank removal, Willits Unified School District seeks reimbursement of half the cost of removing the tanks.

Public Comment: None presented.

9. Department Recommendations (Action Items)

None presented.

10. Department Monthly Reports

- a. Airport – No further questions.
- b. Community Development Department –
 - Council member Stranske asked if there was a date set to bring the Rails with Trails project back to Council? Community Development Director Duley responded we are now moving into the design phase that will precede the construction phase. Expecting 30% of the design to be completed by our consultant soon, this will kick off significant public outreach meetings and likely some addition information to be shared at a Council Meeting setting and then designs will be finalized over the next year and then construction would occur the following year.
- c. Engineering – No further questions.
- d. Police Department – No further questions.
- e. Public Works – No further questions.
- f. Utilities –
 - Public Works Director Herman gave an update on the Trout Unlimited Program. The City and Trout Unlimited agreed to a land access agreement. Trout Unlimited will be placing a stream flow gage downstream from Morris Dam. This will be in place for two years commencing in May of 2024, this will monitor low flows/no flows as well as the oxygen level and temperature.
- g. Finance –
 - Finance Director Orozco reported that the Finance Department has completed the Fiscal Year 2019-2020 audit and the Basic Financial Statements and are now gearing up for a State Controllers Audit as well as the Fiscal Year 2020-2021 and 2021-2022 audit financials. Additionally, we will be convening the finance committee on August 31st.
 - We will be introducing updates on our progress towards revamping policies and procedures of the department. Along with a more in-depth guide of where we are at fiscally and where we plan on being by the end of the fiscal year.
 - Finance Director Orozco will be attempting to implement a revised purchasing policy, an escape policy, cash handling policy and develop a new financial crisis policy and reserve policy.
 - Additionally, we will be working to rehouse our payroll system within our current financial system (ACS). Prior to us migrating over to a new Enterprise Resource Planning System (ERP).
 - Taking the steps to develop the Measure K Committee. Asking for clarity on what reporting requirements and the scope of the committees' responsibilities. Hopes to set up the committee by the end of September.

Public Comment: None presented.

No action taken.

11. City Council Announcements, Communications and Reports

- Councilmember Gonzalez – League of Cities Redwood Division meeting in Point Area. Took a tour of the lighthouse and the jetti area. Jennifer Hogan from Cal Office of Emergency Services (OES) spoke about grant programs. There are Grants for Staff Training and Hazard Mitigation.
- Councilmember Kanne – Mendocino Council of Governments (MCOG), conducting a yearlong study to address the transportation needs throughout the county, particular areas of interest include Brooktrails. Hosting a workshop on Friday.

- August 26th at the Brooktrails Community Center, the MCOG Director spoke about IJJA, the new Federal program that is releasing money for new transportation projects.
- Councilmember Strong – Economic Development and Financing Corporation (EDFC) approved a few more loans, has Micro Grants available to businesses. Mendocino Solid Waste Management Authority (MSWMA) met, it is not clear whether any contract that MSWMA might enter into for a provider to do services that MSWMA used to do in house, would need approval from the jurisdictions in the Joint Powers Agreement (JPA). Councilmember Strong asked that this be looked into. Councilmember Kanne mentioned that she hopes Councilmember Strong has something in her next report as to why Willits should continue to belong to the JPA when MSWMA is doing nothing for our community.
- Mayor Rodrigues – Will be attending the Housing Summit in Ukiah on Thursday August 25th.

Public Comment: None presented.

No action taken.

12. Good & Welfare

None presented.

13. Closed Session Notice

No Closed Session at tonight's meeting.

14. Adjournment

Mayor Rodriguez declared the meeting adjourned at 8:45 p.m.

SAPRINA RODRIGUEZ, Mayor
City Council for the City of Willits

ATTEST:

DELORES PEDERSEN
City Clerk

RESOLUTION NO. 2022-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLITS RATIFYING AND EXTENDING FOR AN ADDITIONAL 30-DAYS, UNTIL OCTOBER 14, 2022, THE CONTINUANCE OF VIRTUAL CITY COUNCIL, COMMISSION, AND COMMITTEE MEETINGS DURING DECLARED STATE OF EMERGENCY PURSUANT TO GOVERNMENT CODE 54953 (AB 361).

WHEREAS, on October 13, 2021, the City of Willits adopted Resolution No. 2021-37, authorizing virtual City Council, Commission and Committee meeting during the Declared State of Emergency, which is to be renewed every 30-days. **FURTHERMORE**, the Resolution was renewed on November 10, 2021, Resolution No. 2021-40; December 8, 2021, Resolution No. 2021-42; December 20, 2021, Resolution 2021-47; and January 12, 2022, Resolution No. 2022-01; February 9, 2022, Resolution No. 2022-11, March 9, 2022, Resolution No. 2022-15; March 23, 2022, Resolution No. 2022-16; April 13, 2022, Resolution No. 2022-20; May 11, 2022, June 8, 2022 Resolution No. 2022-37; June 22, 2022 Resolution No. 2022-41; June 27, 2022 Resolution No. 2022-43; July 27, 2022 Resolution No. 2022-46; August 24, 2022 Resolution 2022-55; and

WHEREAS, AB 361 was signed by the Governor of the State of California, enacting certain changes to the Brown Act as set forth in Government Code section 54953; and

WHEREAS, AB 361 authorizes local legislative bodies to continue having purely virtual meetings using teleconferencing and virtual meeting technology as long as there is a “proclaimed state of emergency” and either 1) State or local officials imposing or recommending measures that promote social distancing, or 2) The legislative body finding that meeting in person would present an imminent safety risk to attendees; and

WHEREAS, the state of emergency proclaimed by the Governor on March 4, 2020, related to the pandemic of coronavirus commonly known as COVID-19 has not been rescinded and remains in effect; and

WHEREAS, Mendocino County, California continues to be in an area of high transmission rates and experiences new variants of COVID-19, and the risk of illness or death due to these conditions remain significant to the general public; and

WHEREAS, the City Council has determined virtual meetings have not limited participation of Council Members, staff and other potential attendees; and

WHEREAS, staff advised the City Council that modifications to the Council Chambers and the Community Center to accommodate on-site and/or hybrid meetings are cost prohibitive.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willits that:

1. The City Council determines that the pandemic of COVID-19 creates an imminent safety risk to councilmember, staff, and other potential attendees of City Council meetings.
2. In accordance with AB 361, the City Council shall re-consider the passage of this resolution not less than every 30 days to determine whether the state of emergency continues to directly impact the ability of the members to meet safely in person, or whether state or local officials continue to impose or recommend measures to promote social distancing, until this resolution is rescinded.

The above and foregoing Resolution was introduced by Councilmember _____ seconded by Councilmember _____, and passed and adopted at a special meeting of the City Council of

the City of Willits, held on the 14th day of September 2022, by the following vote:

AYES:
NOES:
ABSENT:

SAPRINA RODRIGUEZ, Mayor
City Council of the City of Willits

ATTEST:

DELORES PEDERSEN
City Clerk



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Cathy Moorhead, Assistant City Manager

Agenda Title: APPROVE CONTRACT WITH MICHAEL CERATTO'S CLEANING SERVICE FOR JANITORIAL SERVICES AT CITY HALL AND PUBLIC WORKS/ENGINEERING DEPARTMENT, IN AN ANNUAL AMOUNT NOT TO EXCEED \$22,320 PER YEAR, FOR FISCAL YEARS 2022-2023 and 2023-2024.

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: N/A

Summary of Request: The City has contracted with Michael Ceratto (dba Michael Ceratto's Cleaning Service) for the past few years to provide janitorial services at City Hall and the Public Works/Engineering Department. Staff has been satisfied with the quality of service received from Mr. Ceratto and, therefore, wishes to continue with his services.

For Fiscal Years 2022-2023 and 2023-2024, the cost remains the same, for a not to exceed amount of \$1,600 per month for City Hall and \$260 per month for Public Works/Engineering Department, for a total contract amount of \$1,860 per month (or \$22,320 per year).

Recommended Action: Approve contract with Michael Ceratto (Michael Ceratto's Cleaning Service) for janitorial services at City Hall and Public Works/Engineering Department, in an annual amount not to exceed \$22,320, for Fiscal Years 2022-23 and 2023-2024; and authorize the City Manager to sign contract on behalf of City.

Alternative(s): None recommended

Fiscal Impact: Budgeted under 1016.2061.020 for fiscal years 2022-2023 and 2023-2024.

Personnel Impact: Minimal

Reviewed by: City Manager City Attorney Assistant City Manager City Clerk
 Finance Director Human Resources Risk Manager

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into this **14th** day of **September, 2022** by and between the **CITY OF WILLITS**, a general law city ("City") and **Michael Ceratto, an Independent Cleaning Service** (Contractor) whose address is **79 S. Humboldt Street, Willits, CA 95490**.

RECITALS

- A. Contractor is specially trained, experienced and competent to perform the special services which will be required by this Contract; and
- B. Contractor possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Contract on the terms and conditions described herein.
- C. City desires to retain Contractor to render professional services as set forth in this contract.

CONTRACT

1. **SERVICES TO BE PERFORMED BY CONTRACTOR.** Contractor shall perform the services described as "**Scope of Work**" in "**Exhibit A & B**" which is attached hereto and incorporated herein by reference. Contractor shall provide said services at the time, place, and in the manner specified in "Exhibit A & B," subject to the direction of the City through its staff that it may provide from time to time.
2. **TERM.** The services of Contractor are to commence upon execution of this Contract and shall continue through **June 30, 2024**. This contract may be cancelled by either party at anytime with a 30 day written notice prior to the actual termination date.
3. **COMPENSATION.** Compensation to be paid to Contractor shall be in accordance with the "**Schedule of Charges**" set forth in "**Exhibit A & B**" which is attached hereto and incorporated herein by reference. In no event shall Contractor's compensation exceed **One Thousand Six Hundred Dollars (\$1,600.00)** a month in "**Exhibit A**" and **Two Hundred Sixty Dollars (\$260.00)** a month in "**Exhibit B**" without additional written authorization from the City. Payment by City under this Contract shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. **METHOD OF PAYMENT.** Contractor shall submit Biweekly billings to City describing the work performed during the preceding two weeks. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and a description of any reimbursable expenditures. City shall pay Contractor on the 15th & last day of the month after approval of the invoice by City staff.
5. **EXTRA WORK.** At any time during the term of this Contract, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work, which is determined by City to be necessary, but which the parties did not reasonably anticipate would be necessary at the execution of this Contract.
6. **TERMINATION.** This Contract may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination.

7. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. Contractor is not an employee of City and is not entitled to any of the rights, benefits, or privileges of City employees including, but not limited to, medical, or Worker's Compensation insurance. The parties intend to and have entered into a bonafide independent contract, and nothing herein is a subterfuge to avoid making the Contractor an employee of the City. Contractor shall have control of the means, methods, and details of performing the work and shall only be subject to the general direction and supervision of the City.
8. **INTEREST OF CONTRACTOR.** Contractor (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Contract.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)
9. **PROFESSIONAL ABILITY OF CONTRACTOR.** City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into the Contract. Contractor shall therefore provide properly skilled professional and technical personnel to perform all services under this Contract. All work performed by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
 10. **COMPLIANCE WITH LAWS.** Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
 11. **LICENSES.** Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall, if required, maintain a City of Willits business license.

12. **HOLD HARMLESS.** Contractor shall assume the defense of, and indemnify and save harmless, the City and each and every employee and agent thereof from all suits, actions, damages, claims or loss of every name and description to which the City may be subjected or put because of or arising out of Contractor's negligent performance under this Contract. In providing the indemnification of City provided in this Contract, Contractor agrees to provide for all costs of any necessary legal defense.

13. **INSURANCE REQUIREMENTS.** Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

- a. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
- b. Each general liability policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:
 - i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, pails or equipment furnished in connection with your "ongoing operations" and "your work."
 - ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 - vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. **Certificates of Insurance.** Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. The endorsement shall be on forms provided by the City or on other forms which conform to all City requirements. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Contract. Current certification of insurance shall be kept on file with the City at all times during the term of this Contract.

14. **NOTICES.** Any notice required to be given under this Contract shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Willits
 111 East Commercial St.
 Willits, CA 95490-3188

If to Contractor: Michael Ceratto
 79 S. Humboldt St.
 Willits, CA 95490

15. **ENTIRE CONTRACT.** This Contract constitutes the complete and exclusive statement of Contract between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

16. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

17. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to City for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between City and subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. **WAIVER.** Waiver of a breach or default under this Contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this

Contract.

19. **SEVERABILITY.** If any term or portion of this Contract is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.
20. **CONTROLLING LAW VENUE.** This Contract and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mendocino.
21. **LITIGATION EXPENSES AND ATTORNEYS' FEES.** If either party to this Contract commences any legal action against the other party arising out of this Contract, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
22. **MEDIATION.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Contract through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
23. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER CONTRACT.** Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Contract. Each party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and to bind each respective party.
25. **PROHIBITED INTERESTS.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.
26. **EQUAL OPPORTUNITY EMPLOYMENT.** Contractor represents that it is an equal

opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first written above.

CITY OF WILLITS:

CONTRACTOR:

Brian Bender, City Manager

By: _____

Title: _____

Business License # _____

APPROVED AS TO FORM:

ATTEST:

H. James Lance, City Attorney

Delores Pedersen, City Clerk

Attachments: Exhibit A – Scope of Work/Schedule of Charges – City Hall
 Exhibit B – Scope of Work/Schedule of Charges – Public Works

EXHIBIT "A"

"Scope of Work to be performed by Contractor at City Hall"

This contract contains the agreement between the City of Willits – City Hall hereinafter referred to "Client", and Michael Ceratto, hereinafter referred to as "Service Provider."

Michael Ceratto, is happy to provide you with all of your cleaning needs. Please refer to the outline below for a detailed description of the services and requirements of this bid.

1. Proposed Standard Services – The following services will be provided each day:

- a. Monday – Friday:** All garbage's emptied; all floors vacuumed, upstairs and down; all restrooms cleaned and restocked, including sweeping & mopping, T.P., P.T. and Soap restocked and mirrors cleaned; lobby swept and mopped; all glass doors cleaned; and empty trash and vacuum the breakroom and council chambers. Also, wipe down counters, file cabinets and refrigerator in City Hall offices.
- b. Thursday's or Friday's only:** Front of building swept and cleaned from of all trash; walls in stairway and main lobby wiped down; vacuum stairwell; sweep and mop kitchen, hallway between kitchen, bar and community center, also check for restocking paper towels in all kitchens; vacuum stage in community center.
- c. As needed:** Clean trophy case and memorial case (inside and out); de-cobweb entire building.

2. Cancellation Notice: If you need to cancel service, a written notice of cancellation must be given on month prior to actual termination date.

"Schedule of Charges"

Fees for the Cleaning of City Hall are as follows:

The fees to be charged for the Standard Services per month are \$ 1,600. An invoice will be submitted by Service Provider bi-monthly and is payable in the form of a check on the 15th and 30th of each month.

EXHIBIT “B”
“Scope of Work to be performed by Contractor at
Public Works & Engineering”

Michael Ceratto’s Cleaning Services, owned and operated by Michael Ceratto, is happy to provide you with all of your cleaning needs. Please refer to the outline below for a detailed description of the services and requirements of this bid.

1. Proposed Standard Services – for \$215 per month, the following services will be provided once weekly:

- Thorough cleaning of the bathroom to include cleaning toilet, sink, sweeping and mopping and cleaning of mirrors
- Wiping down the desks – providing not cluttered
- Emptying all trash and recycling bins
- Vacuuming the entire building, including the entry mats
- Wiping down the doors and walls
- Thorough cleaning of break room to include cleaning sink and countertops, and sweeping and mopping the floors
- Dusting the entire building, including the light fixtures and furniture, and removal of cobwebs.

2. Proposed Special Services- - For an additional \$45 per month, the following special services will be provided once monthly:

- Cleaning of all windows, inside and out & sills
- Whipping down baseboards

3. Cancellation Notice: If you need to cancel services, a written notice of cancellation must be given on month prior to actual termination date.

“Schedule of Charges”

Fees for the Cleaning of Public Works and Engineering Department are as follows:

The fees to be charged for both the Standard Services and the Special Services totals \$260 per month. An invoice will be submitted by Service Provider on the last Thursday of each month and will be due by the 15th day of the following month.



Item No. 5d

Meeting Date: September 14, 2022

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Cathy Moorhead, Assistant City Manager

Agenda Title: APPROVE CONTRACT WITH DAVID EDGAR (MENDOCINO JANITORIAL) FOR JANITORIAL SERVICES AT THE WILLITS POLICE DEPARTMENT, IN AN ANNUAL AMOUNT NOT TO EXCEED \$19,800 PER YEAR, FOR FISCAL YEARS 2022-23 AND 2023-24

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: N/A

Summary of Request: The City has contracted with David Edgar (dba Mendocino Janitorial) for several years to provide janitorial services at Willits Police Department. Staff has been extremely satisfied with the quality of service received from Mr. Edgar (Mendocino Janitorial) and, therefore, wishes to continue with his services.

For Fiscal Years 2022-23 and 2023-24, the cost remains the same, for a not to exceed amount of \$1,650 per month, and a total not to exceed amount of \$19,800 per year.

Recommended Action: Approve contract with David Edgar (Mendocino Janitorial) for janitorial services at the Willits Police Department, in an annual amount not to exceed \$19,800, for Fiscal Years 2022-23 and 2023-24; and authorized the City Manager to sign contract on behalf of City.

Alternative(s): None recommended

Fiscal Impact: Budgeted under 1016.2061.020 for fiscal year 2022-23 and 2023-24.

Personnel Impact: Minimal

Reviewed by: City Manager City Attorney Assistant City Manager City Clerk
 Finance Director Human Resources Risk Manager

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into this 14th day of **September 2022**, by and between the **CITY OF WILLITS**, a general law city ("City") and **David Edgar (Mendocino Janitorial) an Independent Cleaning Service** (Contractor) whose address is 15 Maple Street, Willits, CA 95490.

RECITALS

- A. Contractor is specially trained, experienced, and competent to perform the special services which will be required by this Contract; and
- B. Contractor possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Contract on the terms and conditions described herein.
- C. City desires to retain Contractor to render professional services as set forth in this contract.

CONTRACT

1. **SERVICES TO BE PERFORMED BY CONTRACTOR.** Contractor shall perform the services described as "**Scope of Work**" in "**Exhibit A**", which is attached hereto and incorporated herein by reference. Contractor shall provide said services at the time, place, and in the manner specified in "Exhibit A", subject to the direction of the City through its staff that it may provide from time to time.
2. **TERM.** The services of Contractor are to commence upon execution of this Contract and shall continue through **June 30, 2024**. This contract may be cancelled by either party at any time with a 30-day written notice prior to the actual termination date.
3. **COMPENSATION.** Compensation to be paid to Contractor shall be in accordance with the "**Schedule of Charges**" set forth in "**Exhibit A,**" which is attached hereto and incorporated herein by reference. In no event shall Contractor's compensation exceed **One Thousand Six Hundred and Fifty Dollars (\$1,650.00)** without additional written authorization from the City. Payment by City under this Contract shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
 - A. One Thousand One Hundred Dollars (\$1,100.00) is for the Cleaning of the Police Department.
 - B. Three Hundred Dollars (\$300.00) if for shampooing carpets and Two Hundred and Fifty Dollars (\$250.00) is for waxing and buffing the floors.
4. **METHOD OF PAYMENT.** Contractor shall submit Biweekly billings to City describing the work performed during the preceding two weeks. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and a description of any reimbursable expenditures. City shall pay Contractor on the 15th & last day of the month after approval of the invoice by City staff.
5. **EXTRA WORK.** At any time during the term of this Contract, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work, which is determined by City to be necessary, but which the parties did not reasonably anticipate would be necessary at the execution of this Contract.

6. **TERMINATION.** This Contract may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination.
7. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. Contractor is not an employee of City and is not entitled to any of the rights, benefits, or privileges of City employees including, but not limited to, medical, or Worker's Compensation insurance. The parties intend to and have entered into a bonafide independent contract, and nothing herein is a subterfuge to avoid making the Contractor an employee of the City. Contractor shall have control of the means, methods, and details of performing the work and shall only be subject to the general direction and supervision of the City.
8. **INTEREST OF CONTRACTOR.** Contractor (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Contract.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)
9. **PROFESSIONAL ABILITY OF CONTRACTOR.** City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into the Contract. Contractor shall therefore provide properly skilled professional and technical personnel to perform all services under this Contract. All work performed by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
 10. **COMPLIANCE WITH LAWS.** Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

11. **LICENSES.** Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall, if required, maintain a City of Willits business license.

12. **HOLD HARMLESS.** Contractor shall assume the defense of, and indemnify and save harmless, the City and each and every employee and agent thereof from all suits, actions, damages, claims or loss of every name and description to which the City may be subjected or put because of or arising out of Contractor's negligent performance under this Contract. In providing the indemnification of City provided in this Contract, Contractor agrees to provide for all costs of any necessary legal defense.

13. **INSURANCE REQUIREMENTS.**

Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

- a. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
- b. Each general liability policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:
 - i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured's with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, pails or equipment furnished in connection with your "ongoing operations" and "your work."
 - ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

- iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 - vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- c. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. **Certificates of Insurance.** Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. The endorsement shall be on forms provided by the City or on other forms which conform to all City requirements. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Contract. Current certification of insurance shall be kept on file with the City at all times during the term of this Contract.

14. **NOTICES.** Any notice required to be given under this Contract shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Willits
 111 East Commercial St.
 Willits, CA 95490-3188

If to Contractor: Mendocino Janitorial
 15 Maple Street
 Willits, CA 95490

15. **ENTIRE CONTRACT.** This Contract constitutes the complete and exclusive statement of Contract between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

16. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

17. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to City for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between City and subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
18. **WAIVER.** Waiver of a breach or default under this Contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Contract.
19. **SEVERABILITY.** If any term or portion of this Contract is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.
20. **CONTROLLING LAW VENUE.** This Contract and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mendocino.
21. **LITIGATION EXPENSES AND ATTORNEYS FEES.** If either party to this Contract commences any legal action against the other party arising out of this Contract, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
22. **MEDIATION.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Contract through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
23. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER CONTRACT.** Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Contract. Each party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and to bind each respective party.

25. **PROHIBITED INTERESTS.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

26. **EQUAL OPPORTUNITY EMPLOYMENT.** Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first written above.

CITY OF WILLITS:

CONTRACTOR:

Brian P. Bender, City Manager

By: _____

Title: Business Owner

Business License # _____

APPROVED AS TO FORM:

ATTEST:

H. James Lance, City Attorney

Delores Pedersen
City Clerk

Attachments: Exhibit A - Scope of Services & Schedule of Charges

EXHIBIT "A"

“Scope of Work to be performed by Contractor”

Contractor, David Edgar will perform Janitorial Duties at the Willits Police Department, unless otherwise requested to fill in elsewhere.

Contractor will work Monday thru Friday, 2 ½ hours per day, and on Sundays for 1 hour. The following duties will be performed at the Police Department:

- Empty all garbage cans.
- Vacuum the entire Police Department Facility.
- Clean restrooms, showers, and jail cells.
- Sweep and mop restrooms, kitchen, and jail cells.
- Take out recycling.
- Shampoo carpets up to six times per year.
- Strip and wax the floors up to four times a year.
- Any other duties that may be requested and approved by the Chief of Police.

If for any reason the maintenance person for the City of Willits is out, whether it be on vacation or out on leave, the Contractor for the Police Department may be asked to fill in and be compensated his is services.

“Schedule of Charges”

Fee for Cleaning the Willits Police Department are as follow:

- General Janitorial Services: \$1,100.00 per month
- Cleaning of Title Floors: \$ 250.00 per unit not to exceed more than
four times a year.
- Cleaning of Carpeted Floors: \$ 300.00 per unit not to exceed more than
six times a year.

New Business License - August 2022					
BL#		Name	Address	Date Issued	Type of Business
7077	Smokin' G's & Big D's	Dan & Garrett Lewis	8 Manor Way, Willits CA	8/5/2022	Mobile Food Truck
7078	NorthWest Sporting Goods	David Lamprich	1637 S. Main St.	8/5/2022	Sporting Goods
7079	Clean & Shine	Gabriela Dominguez	25225 Poppy Drive	8/22/2022	House Cleaning
7080	Gold Rush Energy Solutions	Jordan Lykins	ay Drive Suite 4, El Dorado Hills, Gard	8/23/2022	Solar, Battery, and Generator Installation
7081	John Brosnan General Contractor	John Brosnan	1020 Grand Ave #8 San Fran, CA 94580	8/23/2022	General Contractor
7082	Skin by K	Katelyn Snider	314 N. Pine St. #1 Ukiah	8/23/2022	Esthetician
7083	Onward Auto Repair	Anthony Sylvia	1637 S Main St Ste D	8/23/2022	Auto Repair
7084	Evergreen Shopping Center	Jenny NGO Sherman Chiu	3314 Cesar Chavez ST San Fran, CA 94110	8/23/2022	Shopping Center
7085	The Bar B Lash and Beauty Lounge	Briana Dudash	2150 Valley Rd	8/23/2022	Beauty Services
7086	Solgen Construction	Tyson Farmer	2072 N Main St. Ste 201 Logan, UT 84341	8/29/2022	Gen Contractor
7087	Nor Cal Access Systems	Darrell Black	10390 East Rd., Redwood Valley, CA 95470	8/29/2022	Automated Gate Installer
7088	North Bay Solar Electric	John Takes	108 N Hortense St, Ukiah	8/29/2022	Solar Contractor
7089	TD Fallers	Travis Davant	3350 Sherwood Rancheria, Willits	8/29/2022	Tree Work Contractors
7090	SW Maintenance Corp	Jeremy Ward	3116 Hwy 97, Week CA 96094	8/30/2022	General Contractor



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Brian Bender, City Manager

Agenda Title: DISCUSSION AND POSSIBLE ACTION TO CHANGE 1.0 FTE OFFICE ASSISTANT III TO 1.0 FTE ADMINISTRATIVE SPECIALIST.

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: N/A

Summary of Request: Staff seeks to convert one of the existing Office Assistant III positions to an Administrative Specialist to help coordinate the Front Office responsibilities. This position will be primarily responsible for the Utility Billing but will also assist in the coordination with other activities to ensure effective completion of daily activities.

Currently, the Finance Department includes the staffing of four Accountants to perform the duties of Utility Billing, budget analysis, reporting, audit, accounts payable, bank reconciliation, payroll and various other organizational supporting tasks. Recently, Administration recognized there is a need to establish a lead position within the Finance Department to oversee and assist in the coordination of its functions.

The adopted Budget defunded this position. This position is currently approved at the Classified Unit Salary Range 68E and represents an increase of \$20,000 per year. Unused funding contingencies are available to cover this projected difference.

Attachments:

1. Resolution to approve the change of 1.0 FTE from Office Assistant III to Administrative Specialist.

Recommended Action: Adopt a Resolution approving the change of 1.0 FTE under the classification of Office Assistant III to the classification of Administrative Specialist with the assigned tasks of Utility Billing, Accounts Payables and Accounts receivables and various other accounting duties.

Alternative(s): None. This request strengthens the Finance Department and maximizes existing resources.

Fiscal Impact: There is a \$20,000 maximum impact to the city resulting from the adoption of the resolution that will change the position from Office Assistant III to Administrative Specialist.

Reviewed by: City Manager City Attorney Assistant City Manager City Clerk
 Finance Director Human Resources Risk Manager

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

RESOLUTION NO. 2022-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLITS APPROVING THE CHANGE OF 1.0 FTE STAFF IN THE FINANCE DEPARTMENT FROM THE CLASSIFICATION OF OFFICE ASSISTANT III TO ADMINISTRATIVE SPECIALIST.

WHEREAS, Administration reviewed the Finance Department’s workload, staffing, and current office coordination and has concluded that the organization would operate more efficiently by having better coordination within the Front Office; and

WHEREAS, Administration identified the benefits of converting the Office Assistant III position to an Administrative Specialist while keeping the same number of staff in the Finance Department; and

WHEREAS, the Administrative Specialist will assist in the coordination of the Front Counter inquires, perform the duties of Utility Billing, and coordinate the duties of budget analysis, reporting, audit, accounts payable, bank reconciliation, and various other tasks; and

WHEREAS, the adopted Budget can accommodate the Administrative Specialist with minimal impact through the absorption of current appropriations and savings from other Departments; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willits hereby authorize and approve the change of 1.0 FTE in the Finance Department under the classification of Office Assistant III to the position of Administrative Specialist.

The above and foregoing Resolution was introduced by Councilmember ____ seconded by Councilmember ____, and passed and adopted at a regular meeting of the City Council of the City of Willits, held on the 14th day of September 2022, by the following vote:

AYES:
NOES:
ABSENT:

SAPRINA RODRIGUEZ, Mayor
City Council of the City of Willits

ATTEST:

DELORES PEDERSEN
City Clerk