

CITY COUNCIL

Bruce T. Roundy, Mayor
Jeffrey A. Tolley, Vice-Mayor
Dennis Hoffman
William "Billy" Irvin
Chris Dobbs

CITY OFFICIALS

Janet Wackerman
City Clerk

Leticia Espinosa
City Treasurer

CITY OF ORLAND

INCORPORATED 1909

815 Fourth Street
ORLAND, CALIFORNIA 95963
Telephone (530) 865-1600
Fax (530) 865-1632



CITY MANAGER

Peter R. Carr

AGENDA REGULAR MEETING, ORLAND CITY COUNCIL

Monday, May 3, 2021

This meeting will be conducted pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20 which suspends certain requirements of the Ralph M. Brown Act.

In an effort to protect public health and prevent the spread of COVID-19, the City Council meeting will be teleconferenced using Zoom technology, and in compliance with current Executive Orders. All Councilmembers and City staff will be participating remotely.

The public may participate in the meeting by telephone or access the video via Zoom.
Please call: 1 (669) 900-9128 Webinar ID#: 879 3132 9884

Public comments are welcomed and encouraged in advance by emailing the City Clerk at jwackerman@cityoforland.com or by phone at (530) 865-1601 by 5:00 p.m. on the day of the meeting.

Closed Session – 5:15 PM to be held at Carnegie Center 912 Third Street Orland CA
Regular Session – 6:00 PM

1. CALL TO ORDER

A. Roll Call

B. Citizen comments on closed session items (to participate during this item call 1 (669) 900-9128 ID# 819 6408 3530 Passcode: 593945)

2. CLOSED SESSION – 5:15 PM

Pursuant to California Government Code Sections 54950 et seq., the City Council will hold a Closed Session. More specific information regarding this meeting is indicated below.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section: 54957

Position: City Manager

CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Unrepresented Employee: City Manager

Designated Negotiator: City Attorney

3. RECONVENE TO REGULAR SESSION – 6:00 PM

A. Roll Call

4. REPORT FROM CLOSED SESSION

(If the Closed Session is not completed before 6:00 PM, it will resume immediately following the Regular Session).

5. PLEDGE OF ALLEGIANCE

6. ORAL AND WRITTEN COMMUNICATIONS

A. Citizen Comments:

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

7. CONSENT CALENDAR

- A. Approve Warrant List (payable obligations).
- B. Approve City Council minutes for April 19, 2021.
- C. Professional Services Agreement – 4Leaf Inc.

Comments from the public are welcomed. The Mayor will announce the opportunity for comments related to Public Hearings and each action item on the agenda. Please limit your comments to three minutes per topic, and one comment per person per topic. Once the public comment period is closed, please allow the Council the opportunity to continue its consideration of the item without interruption.

8. ADMINISTRATIVE BUSINESS

- A. Pension Cost Management Advising (Discussion/Direction) – Jeffrey Small, Capital PFG
- B. Utilization of Covid Relief Funding (Discussion/Direction)— Pete Carr, City Manager
- C. FY22 Budget: General Fund Expenditures, Measure A and CIP (Discussion/Direction) - Pete Carr, City Manager
- D. Resolution Listing 21/22 Projects Funded by SB1: The Road Repair and Recovery Accountability Act (Discussion/Direction) – Ed Vonasek, Public Works Director
- E. Verbal update on Covid-19's impact on the local economy and City operations (Discussion/Direction) – Pete Carr, City Manager

9. CITY COUNCIL COMMUNICATIONS AND REPORTS

10. ADJOURN

CERTIFICATION: Pursuant to Government Code Section 54954.2(a), the agenda for this meeting was properly posted on April 29, 2021.

A complete agenda packet is available for public inspection during normal business hours at City Hall, 815 Fourth Street, in Orland or on the City's website at www.cityoforland.com where meeting minutes and audio recordings are also available.

In compliance with the Americans with Disabilities Act, the City of Orland will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's Office 865-1601 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.



CITY COUNCIL
 Bruce T. Roundy, Mayor
 Jeffrey A. Tolley, Vice-Mayor
 Dennis Hoffman
 William "Billy" Irvin
 Chris Dobbs

CITY OF ORLAND

INCORPORATED 1909

815 Fourth Street
 ORLAND, CALIFORNIA 95963
 Telephone (530) 865-1600
 Fax (530) 865-1632

CITY MANAGER
 Peter R. Carr

CITY OFFICIALS

Janet Wackerman
 City Clerk

Leticia Espinosa
 City Treasurer

WARRANT LIST

May 3, 2021

Warrant	4/29/21	\$	154,002.59
Payroll Compensation	4/22/21	\$	105,470.92
Pers	4/16/21	\$	21,841.75
		\$	281,315.26

APPROVED BY

 Bruce T. Roundy, Mayor

 Jeffrey A. Tolley, Vice-Mayor

 Dennis Hoffman, Councilmember

 William "Billy" Irvin, Councilmember

 Chris Dobbs, Councilmember

REPORT.: Apr 29 21 Thursday
 RUN...: Apr 29 21 Time: 08:35
 Run By.: Detsy Guerrero

CITY OF ORLAND
 Cash Disbursement Detail Report
 Check Listing for 04-21 thru 04-21 Bank Account.: 1001

PAGE: 001
 ID #: PY-DP
 CTL.: ORL

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
053563	04/29/21	AMA01	Amazon	485.69	4/10/21	LIB/BOOKS, AUDIO, & DVD
053564	04/29/21	AME00	AMERICAN FAMILY LIFE	1088.54	283140	SUPPLEMENTAL INSURANCE
053565	04/29/21	ATT06	A T & T	23.49 272.80 114.22 23.49 23.49	90028 4/20/21 4/26/21 16305788 939105684	PW/HEARTLAND LIFT STATION PW/WELL COMMUNICATION AC/PHONE LINE PW/AIRPORT LIFTSTATION PW/WHITEHAWK LIFT STATION
			Check Total.....:	457.49		
053566	04/29/21	ATT07	A T & T	33.03	4/27/2021	PW/SHOP
053567	04/29/21	ATT09	AT&T MOBILITY	839.13	04102021	PD/CELL SERVICE
053568	04/29/21	BAM00	BAMBAUER TOWING SERVICE	325.00	47255	PD/TOW SERVICES
053569	04/29/21	BAS00	Basic Laboratory, Inc	873.60	3/30/2021	PW/WATER LAB SERVICES
053570	04/29/21	BBK00	BEST BEST & KRIEGER	1683.00	903263	PROFESSIONAL SVCS FOR LAFCO 3/2021
053571	04/29/21	CIT01	City of Corning	3704.40	4/14/2021	MEASURE A FD/DISPATCH JAN-MAR2021
053572	04/29/21	COR02	Corning Chevrolet Buick	568.11	4/12/21	FLEET/PD PARTS
053573	04/29/21	COR04	CORBIN WILLITS SYSTEMS	498.37	C104151	MULTI-DEPTS/MONTHLY SOFTWARE SUPPORT
053574	04/29/21	CSG00	CSG CONSULTANTS, INC.	95.00	36040	BD/FIRE PLAN REVIEW
053575	04/29/21	DOB01	CHRIS DOBBS	300.00	APRIL2021	CITY COUNCIL STIPEND
053576	04/29/21	ECO01	ECORP CONSULTING, INC	9897.59	92962	PROFESSIONAL SERVICES FOR MARCH2021
053577	04/29/21	FLE04	FLEMING, JOHN	2004.00	4/14-4/27	BD/INSPECTION SERVICES
053578	04/29/21	FOR02	FORCE SCIENCE INSTITUTE	3300.00	FSI-23626	PD/FORCE SCIENCE CERTS COURSE
053579	04/29/21	FUL04	Full Moon Portable Sanita	120.00	1271	PW/GREENWASTE YARD,CITY YARD
053580	04/29/21	GLE37	GLENN CO ENVIRONMENTAL HE	287.71	IN0007014	REC/ORLAND POOL
053581	04/29/21	GRA02	GRAINGER, INC.	1125.97	4/27/2021	PW/SHOP SUPPLIES
053582	04/29/21	GRA09	Graham Contractors Inc.	22864.85	RETENTION	SIXTH ST PRESERVATION PROJECT
053583	04/29/21	GRO00	Ferguson Enterprises Inc	1118.45	579	PW/WATER MATERIALS
053584	04/29/21	HAN06	HANGAR 14 SOLUTIONS, LLC	5667.00	3975	MEASURE A FD/EMERGENCY RESPONSE SERVICE
053585	04/29/21	HOF00	DENNIS G. HOFFMAN	300.00	APRIL2021	CITY COUNCIL STIPEND
053586	04/29/21	HOM00	HOME DEPOT CREDIT SERVICE	1370.72	4/13/21	PW/SHOP SUPPLIES
053587	04/29/21	ICM00	ICMA	1048.00	2021	CM/MEMBERSHIP RENEWAL
053588	04/29/21	IRV00	BILLY IRVIN	300.00	APRIL2021	CITY COUNCIL STIPEND
053589	04/29/21	JCN00	J.C. NELSON SUPPLY	308.35	8864,8754	PW-BM/CLEANING SUPPLIES
053590	04/29/21	JEN00	Jensen Precast	744.32	CD9910425	PW/SEWER PARTS
053591	04/29/21	LAK00	Lakeshore Learning Materi	1212.72	122850321	LIB/FIRST 5 GRANT MATERIALS
053592	04/29/21	LAL00	Lalo's Tree Service	2320.00	1259	PW/TREE & STUMP REMOVAL
053593	04/29/21	MAR01	Marcello & Company	18150.00	1	ANNUAL FINANCIAL AUDIT BILLING #1
053594	04/29/21	MAT04	MATSON & ISOM	668.14 20.00	24701 24707	PD-CH/SERVER BACK-UP BATTERY DOMAIN REGISTRATION
			Check Total.....:	688.14		
053595	04/29/21	MCM00	McMaster-Carr	72.54	53893657	PW/SHOP MATERIALS
053596	04/29/21	MEZ00	JODY MEZA	200.00	APRIL2021	LIB/MILEAGE REIMBURSEMENT
053597	04/29/21	MUN03	MUNICIPAL EMERGENCY SVCS	382.51	1571333	MEASURE A FD/BOOTS
053598	04/29/21	NEC00	NEC CLOUD COMMUNICATIONS	106.68	73648	MEASURE A FD/PHONE LINES
053599	04/29/21	NOR06	NOR-MAC INC.	33.74	4363857	PARKS/SUPPLIES
053600	04/29/21	NOR35	Northern Tool & Equipment	99.09	47696865	PW/TRUCK #2 EQUIPMENT
053601	04/29/21	OAC00	Orland Area Chamber of Co	2812.50	3RDQTR21	QUARTERLY SUPPORT

REPORT.: Apr 29 21 Thursday
 RUN...: Apr 29 21 Time: 08:35
 Run By.: Deysy Guerrero

CITY OF ORLAND
 Cash Disbursement Detail Report
 Check Listing for 04-21 thru 04-21 Bank Account.: 1001

PAGE: 002
 ID #: PY-DP
 CTL.: ORL

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
053602	04/29/21	ORH00	ORLAND HARDWARE	1582.90	4/27/2021	PW/MISC. SUPPLIES
053603	04/29/21	ORL12	Orland-Laurel Masonic Hal	400.00	MAY 2021	AC/RENT
053604	04/29/21	ORL15	Orland Saw & Mower	239.76	9461,9794	MEASURE A FD/EQUIPMENT SUPPLIES
053605	04/29/21	OVE01	Overdrive, Inc.	412.00	1160873	LIB/EBOOKS
053606	04/29/21	PAR11	PARK PLANET	436.25	IN2100213	REC/LELY PARK PLAYGROUND WINDOW REPLACEMENT
053607	04/29/21	PGE00	PG&E	72.60 19.95 111.43 7.57 26.28	4/20/21 4/13/2021 4/21/2021 4/23/2021 APRIL2621	PW/TRAFFIC CONTROL PW/WALKER ST PEDESTAL PW/ROAD MM LIFT STATION PW/EVA DRIVE WELL REC/LIGHTS FOR RD 200
Check Total.....:				237.83		
053608	04/29/21	QUI02	QUILL CORP.	717.57 393.67	15880274 1328,1662	PD/MISC OFFICE SUPPLIES MULTI/OFFICE SUPPLIES
Check Total.....:				1111.24		
053609	04/29/21	R&B00	R&B A CORE & MAIN COMPANY	339.00	621,535	PW/WATER PARTS
053610	04/29/21	ROE01	Thomas Roenspie	217.28	4/17/2021	PD/MILEAGE REIMBURSEMENT
053611	04/29/21	ROL00	ROLLS, ANDERSON & ROLLS	3108.27 32551.50	14735 FEB-MAR21	CE/TEHAMA ST REHAB CONTRACT SERVICES
Check Total.....:				35659.77		
053612	04/29/21	ROU00	BRUCE T. ROUNDY	300.00	APRIL2021	CITY COUNCIL STIPEND
053613	04/29/21	SAC01	SACRAMENTO VALLEY MIRROR	81.00	4/2021	CITY HALL RENEWAL SUBSCRIPTION
053614	04/29/21	SIM01	SIMPLOT	310.32	44761,857	PARKS/CHEMICALS
053615	04/29/21	SUN05	Sun Life Financial	4386.80	APRIL2021	GAP INSURANCE
053616	04/29/21	TEH06	TEHAMA TIRE SERVICE	1002.13	10040873	FLEET/PD TIRES
053617	04/29/21	THE00	THE PIN CENTER	252.00	0421050	COUN/CITY PINS
053618	04/29/21	THE10	The Library Store	33.32	497993	LIB/SLATWALL HOLDERS
053619	04/29/21	TIA00	TIAA COMMERCIAL FINANCE,	299.87	4/26/2021	MULTI/COPIER LEASE
053620	04/29/21	TOL04	JEFFREY TOLLEY	300.00	APRIL2021	CITY COUNCIL STIPEND
053621	04/29/21	TOT00	TOTAL IMAGING SOLUTIONS	435.00	12250	MICROFILM READER SERVICE COVERAGE
053622	04/29/21	TRA02	TRANSAMERICA	627.00	APRIL2021	GROUP TERM INSURANCE
053623	04/29/21	VAL02	VALLEY ROCK PRODUCTS	2595.65	813,814	PW/CONCRETE SAND
053624	04/29/21	VAN00	VANTAGE POINT TRANSFER AG	1749.77	042321	DEF COMP PLAN 304591
053625	04/29/21	VER03	Verizon Wireless	214.62 667.43 7.13	810253 4/16/21 987781025	PW/SCADA COMPUTER, IPADS, PD LAPTOP MEASURE A FD/RESPONSE SERVICE CITY ENGINE REC/CELL PHONE USAGE
Check Total.....:				889.18		
053626	04/29/21	WEL02	Wells Fargo Vendor Fin Se	199.34	754745	BD-PLAN/COPIER LEASE
053627	04/29/21	WEX00	WEX BANK	3621.89 166.54 72.74 99.58 1305.07 5558.12	71383601P 71383601R 7138360BD 7138360CM 7138360FD 7138360PD	PW/FUEL REC/FUEL BD/FUEL CM/FUEL FD/FUEL PD/FUEL
Check Total.....:				10823.94		
053628	04/29/21	WRI02	Cynthia Wright	1595.00	2021-0421	PW/STREET TREES
Cash Account Total.....:				154002.59		
Total Disbursements.....:				154002.59		
Cash Account Total.....:				.00		

REPORT.: 04/22/21
 RUN....: 04/22/21 Time: 13:10
 Run By.: Leticia Espinosa

CITY OF ORLAND
 Warrant Register

Warrant Number	Date	Payroll Date	**Employee** Num Name	Actual Period	Fiscal Period	Gross Amount
14159	04/22/21	04/21/21	ALL00 ALLEN, JERRY G	04-21	10-21	636.84
14160	04/22/21	04/21/21	COM01 COMBS, DANIEL T	04-21	10-21	600.30
14161	04/22/21	04/21/21	FIC00 FICHTER, QUENTIN	04-21	10-21	1681.47
14162	04/22/21	04/21/21	ORO02 OROZCO, EVVEN	04-21	10-21	279.50
Z03703	04/22/21	04/21/21	ALV01 ALVA, MICAELA	04-21	10-21	1627.48
Z03704	04/22/21	04/21/21	AND00 ANDRADE, EDGAR	04-21	10-21	2565.32
Z03705	04/22/21	04/21/21	CAR02 CARMON, GRANT E	04-21	10-21	3422.28
Z03706	04/22/21	04/21/21	CAR03 CARR, PETER R	04-21	10-21	5057.58
Z03707	04/22/21	04/21/21	CES00 CESSNA, KYLE A	04-21	10-21	3587.43
Z03708	04/22/21	04/21/21	CHA01 CHANEY, JUSTIN	04-21	10-21	3583.84
Z03709	04/22/21	04/21/21	CRA00 CRANDALL, JEREMY	04-21	10-21	353.08
Z03710	04/22/21	04/21/21	ESP00 ESPINOSA, LETICIA	04-21	10-21	1782.38
Z03711	04/22/21	04/21/21	ESP02 ESPELAND, SAM	04-21	10-21	358.11
Z03712	04/22/21	04/21/21	FEN03 FENSKE, JOSEPH H	04-21	10-21	2854.74
Z03713	04/22/21	04/21/21	FLO00 FLORES, JOSE D	04-21	10-21	2762.24
Z03714	04/22/21	04/21/21	FUL00 FULLMORE, KRISTOPHER	04-21	10-21	3079.19
Z03715	04/22/21	04/21/21	GAM00 GAMBOA, YADIRA	04-21	10-21	367.12
Z03716	04/22/21	04/21/21	GUE01 GUERRERO, DEYSY D	04-21	10-21	2328.92
Z03717	04/22/21	04/21/21	GUE02 GUERRERO, JORGE	04-21	10-21	2046.24
Z03718	04/22/21	04/21/21	HAR00 ZOLLERHARRIS, TRAVIS	04-21	10-21	541.41
Z03719	04/22/21	04/21/21	JOH01 JOHNSON, SEAN KARL	04-21	10-21	4328.26
Z03720	04/22/21	04/21/21	LED00 LEDAY, JESSICA E	04-21	10-21	2524.73
Z03721	04/22/21	04/21/21	LOW00 LOWERY, KATHERINE	04-21	10-21	2646.41
Z03722	04/22/21	04/21/21	MAR02 MARTINDALE, RYAN EUGENE	04-21	10-21	1504.84
Z03723	04/22/21	04/21/21	MEJ00 APARICIO, LILIA MEJIA	04-21	10-21	1933.16
Z03724	04/22/21	04/21/21	MEZ00 MEZA, JODY L	04-21	10-21	3419.26
Z03725	04/22/21	04/21/21	MIL00 MILLS, DARYL A	04-21	10-21	2917.68
Z03726	04/22/21	04/21/21	MYE00 MYERS, KEVIN	04-21	10-21	603.06
Z03727	04/22/21	04/21/21	PAI01 PAILLON, MICHAEL	04-21	10-21	1959.62
Z03728	04/22/21	04/21/21	PAN00 PANIAGUA, BLANCA A	04-21	10-21	639.92
Z03729	04/22/21	04/21/21	PEN01 PENDERGRASS, REBECCA A	04-21	10-21	2273.39
Z03730	04/22/21	04/21/21	PER00 PEREZ, MARGARITA T	04-21	10-21	1843.83
Z03731	04/22/21	04/21/21	PIN00 PINEDO, EDGAR ESTEBAN	04-21	10-21	4599.93
Z03732	04/22/21	04/21/21	POR00 PORRAS, ESTEL	04-21	10-21	1711.82
Z03733	04/22/21	04/21/21	PUN00 PUNZO, GUILLERMO	04-21	10-21	1632.78
Z03734	04/22/21	04/21/21	RIC01 RICE, GERALD W	04-21	10-21	1990.85
Z03735	04/22/21	04/21/21	ROD00 RODRIGUES, ANTHONY	04-21	10-21	2858.56
Z03736	04/22/21	04/21/21	ROE00 ROENSPIE, THOMAS LUKE	04-21	10-21	3915.79
Z03737	04/22/21	04/21/21	ROM00 ROMERO, ARNULFO	04-21	10-21	2698.73
Z03738	04/22/21	04/21/21	SCH03 SCHMITKE, JENNIFER	04-21	10-21	1700.01
Z03739	04/22/21	04/21/21	STE01 STEWART, ROY E	04-21	10-21	2575.77
Z03740	04/22/21	04/21/21	SUA02 SUAREZ, BRYAN E	04-21	10-21	2071.65
Z03741	04/22/21	04/21/21	SWI00 SWINHART, ROBERT	04-21	10-21	1636.92
Z03742	04/22/21	04/21/21	VAL00 VALENZUELA, BRENDA	04-21	10-21	316.54
Z03743	04/22/21	04/21/21	VLA00 VLACH, RAYMOND JOSEPH	04-21	10-21	4468.47
Z03744	04/22/21	04/21/21	VON00 VONASEK, EDWARD J	04-21	10-21	4183.29
Z03745	04/22/21	04/21/21	WAC00 WACKERMAN, JANET	04-21	10-21	3000.18
						105470.92
						=====

MINUTES OF THE ORLAND CITY COUNCIL
REGULAR MEETING HELD APRIL 19, 2021

CALL TO ORDER

Meeting called to order by Mayor Roundy at 5:21 p.m.

ROLL CALL

Councilmembers present:	Councilmembers Billy Irvin, Dennis Hoffman, Chris Dobbs, Vice Mayor Jeffrey A. Tolley and Mayor Bruce T. Roundy
Councilmembers absent:	None
Staff present via teleconference:	City Attorney Greg Einhorn
Staff present:	City Manager Pete Carr

Mayor Roundy asked for public comments. With none received, the meeting was adjourned to Closed Session.

Closed session was held regarding public employee appointment, employment evaluation of performance, dismissal or release pursuant to Government Code Section 54957, City Manager. Also, conference with labor negotiator pursuant to Government Code Section 54957.6, unrepresented employee: City Manager and designated negotiator: City Attorney

RECONVENE TO REGULAR SESSION – 6:04 p.m.

ROLL CALL

Councilmembers present via teleconference:	Councilmembers Dennis Hoffman, Billy Irvin, Chris Dobbs, Vice Mayor Jeffrey A. Tolley and Mayor Bruce T. Roundy
Councilmembers absent:	None
Staff present via teleconference:	City Manager Pete Carr, City Attorney Greg Einhorn, City Planner Scott Friend, City Engineer Paul Rabo, Public Works Director Ed Vonasek, Clerk/Administrative Services Manager Janet Wackerman

REPORT FROM CLOSED SESSION

Mayor Roundy stated direction was given to the designated negotiator.

Meeting opened with the pledge of allegiance.

ORAL AND WRITTEN COMMUNICATIONS

Citizen Comments: None

Mayor Roundy announced that due to the training schedule for the fire department, Item 9.C. will be considered at this time.

C. Replacement of Engine 27 (Discussion/Direction) – Justin Chaney, Fire Chief

Chief Chaney stated he is requesting City Council's approval to start the process of specing, bidding and building the replacement for Engine 25 through Golden State Fire Apparatus. This new engine will eliminate the need for a rescue truck. He added that build time for this engine will take approximately fifteen months and payments would commence in FY 22/23.

(Councilmember Irvin logged on)

Chief Chaney stated this will be the last equipment purchase for the department until 2031.

Action: Vice Mayor Tolley moved, seconded by Councilmember Hoffman to proceed with the specing, bidding and building of engine 27, to replace engine 25. The motion carried 5-0 by the following roll call vote:

AYES:	Vice Mayor Tolley, Councilmembers Hoffman, Irvin and Dobbs, Mayor Roundy
NOES:	None
ABSENT:	None
ABSTAIN:	None

Mayor Roundy congratulated Chief Chaney and his department for the improvement of the City's ISO fire protection rating going from 4 to 3.

PRESENTATION: Orland Chamber of Commerce – Frank Ferreira and Carolyn Pendergrass

Mr. Ferreira and Ms. Pendergrass thanked the City Councilmembers that have been attending their ribbon cutting events. They came before the Council to request additional funding from the City. The additional funds would be used to increase staff hours so the Chamber could expand services for local businesses. They would also like to increase the number of Board of Directors.

Council recommended they work with the City Manager on a specific amount they would need and a list of expenditures.

CONSENT CALENDAR

- A. Approve Warrant List (payable obligations).
- B. Approve City Council minutes for April 5, 2021.
- C. Receive and file Public Works & Safety Commission minutes for February 9, 2021.
- D. Approval of engagement with Capitol PFG for Advising Services related to pension cost management.
- E. Third Quarter Update on FY 20-21 Projects and Objectives.
- F. Resolution 2021-05 - Designation of City Health Officer.
- G. Consultant Selection to Prepare City's State Mandated 6th Cycle Housing Element

Action: Councilmember Dobbs moved, seconded by Vice Mayor Tolley to approve the consent calendar. The motion carried 5-0 by the following roll call vote:

AYES:	Councilmembers Dobbs, Vice Mayor Tolley, Councilmembers Hoffman and Irvin, Mayor Roundy
NOES:	None
ABSENT:	None
ABSTAIN:	None

ADMINISTRATIVE BUSINESS

A. Options for Use of Covid-19 Relief Funding (Discussion/Direction) – Peter Carr, City Manager

Mr. Carr stated Councilmembers need to determine their intended use of Covid relief funds. He proposed grants to small businesses, touch-free doors to library, police, City Hall and recreation center and a covered area for the children's library services area could be funded from the CV2 and CV3 program. Suggestions for ARPA funding ranged from backfilling General Fund and Measure A, funding a façade improvement program, streetscapes, repairs to city facilities, evidence barn improvements, business advertising tower and a City welcome sign.

Councilmember Hoffman asked if crime had risen since COVID. Mr. Carr stated there was not a significant increase in crime but there has been an increase in mental health and domestic violence calls. Councilmember Hoffman stated an evidence locker is needed.

Vice Mayor Tolley stated businesses have been hit the greatest and hold priority for funding.

Councilmember Dobbs stated the touch-free doors will allow City Hall and other city facilities to remain open if the community needs to shut down again.

Mayor Roundy asked if utility bills could be paid from these funds. Mr. Carr stated there is another conduit for utility bill and rent relief.

Councilmember Irvin stated he did not have any suggestions to add to the presented list but recommended putting the touch free doors at the recreation center and library.

Steve Nordbye asked if paying off the 5th Street parking lot qualified. Mr. Carr stated ARPA funds may be able to be used. Upon consensus of the Council, paying off the parking lot will be placed on the list.

Mr. Carr will bring this item to the next City Council meeting for councilmember review.

D. Policy for Developing Areas Adjacent to Irrigation Canals (Discussion/Direction) – Scott Friend, City Planner

Mr. Carr stated city has attempted to balance the desire of property owners in the City to divide and develop their private property with the needs of the United States Bureau of Reclamation (USBR) and the Orland Unit Water Users Association (OUWUA). At present the city utilizes a policy adopted in August 1990 by the City Council and endorsed by both USBR and OUWUA. However, the policy has not produced undergrounding of canals but has been an impediment to residential development.

Mr. Friend stated Staff does not make any formal recommendations on this matter but seeks to engage Councilmembers in a discussion on the existing policy. He added that staff is continually questioned by developers about the need for the policy and the need for the placement of canals and laterals underground.

Rick Massa, OUWUA Manager, stated the reason for the 1990 policy was for safety. He also added that not covering ditches continuously was creating a maintenance problem for OUWUA.

Mr. Friend stated the city needs to be a partner with OUWUA but there needs to be a balance to housing and safety. The policy of undergrounding may not work for the present.

Councilmember Dobbs stated he would like to mitigate safety hazards with fencing and undergrounding to help with future incidents.

Mayor Roundy stated that going forward, the policy could be changed so there are more options for developers when building adjacent to OUWUA facilities. Vice Mayor Tolley stated he would like to review the September 21, 2015 Staff report regarding seeking alternatives to undergrounding.

Mr. Rabo stated he can look over the options with Mr. Massa and investigate costs for alternate routes for OUWUA laterals.

Staff was directed to bring this matter back for further discussion on potential policy changes.

B. FY 22 Budget: General Fund Revenues, Impact Fees and Staffing (Discussion/Direction) – Pete Carr, City Manager

Mr. Carr presented an estimate of anticipated revenues for the General Fund and Measure A, and provided fund balances for developer impact fees and staffing needs projections. There were no additions or deletions suggested.

**E. Verbal update on Covid-19's impact on the local economy and City operations
(Discussion/Direction) – Pete Carr, City Manager**

Mr. Carr reported there are currently 2 new cases, 12 self-isolations and one hospitalization. Glenn County is presently in the red tier. Twenty percent of the county is fully vaccinated. Businesses are holding events.

There are no city employees off work due to COVID. The Recreation Director is getting the pool ready for the 2021 season.

CITY COUNCIL COMMUNICATIONS AND REPORTS

Vice Mayor Tolley:

- Attended Shop & Hop, found it awesome and hopes it keeps going.

Councilmember Hoffman:

- Attended the Glenn County Transit and Transportation meeting

Councilmember Irvin:

- Nothing to report.

Councilmember Dobbs:

- Nothing to report.

Mayor Roundy:

- Attended the Glenn County Transit and Transportation meeting.
- He will be participating in League of Cities, LAFCO and Water Authority meetings.

Meeting adjourned at 8:38 p.m.

Janet Wackerman, City Clerk

Bruce T. Roundy, Mayor

CITY OF ORLAND

CITY COUNCIL AGENDA CONSENT ITEM #: 7.C.

MEETING DATE: May 3, 2021

TO: Honorable Mayor and Council
FROM: Pete Carr, City Manager
SUBJECT: Professional Services Agreement – 4Leaf Inc.

There is a need for a consultant to provide building plan review and on-call staffing for the City Building Department.

BACKGROUND:

4Leaf Inc. offers plan review and on-call staffing services and will be utilized on an as-needed basis with fee-recovery or pass-thru. The City will continue to utilize our current vendor, CSG Consultants Inc.

DISCUSSION:

Attachment (1). Professional Services Agreement
(2). Scope of Services
(3). Fee Schedule

RECOMMENDATION: Authorize City Manager to sign agreement.

Fiscal Impact of Recommendation: None.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ORLAND AND 4LEAF, INC.**

THIS AGREEMENT for professional services is made by and between the City of Orland ("City") and 4LEAF, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set for in this Agreement, Consultant shall provide the City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services.

The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2022, and Consultant shall complete the work as described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 Standard of Performance.

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

1.3 Assignment of Personnel.

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

1.4 Time.

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

1.5 Ordering On-Call Tasks.

City Officials including the Chief Building Official, City Manager, and the City Planner are authorized to order on-call tasks from the Consultant. The City Officials will submit to the Consultant a written request including the detailed scope, work product, and time frames as agreed by the parties on a case-by-case basis.

Section 2. COMPENSATION. As more specifically described in Exhibit B, City hereby agrees to pay Consultant an hourly rate and or a percentage of plan check fee for a **sum not to exceed One Hundred Thousand Dollars (\$100,000.00)** notwithstanding any contrary indications that

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ORLAND AND 4LEAF, INC.**

may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

2.5 Reimbursable Expenses.

Reimbursable expenses will be invoiced separately and may include roundtrip mileage from nearby jurisdictions where work is performed by Consultant, postage and shipping. There will not be reimbursable expenses for pick-up and delivery of plans.

2.6 Payment of Taxes.

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Payment upon Termination.

In the event that the City or Contactor terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.8 Authorization to Perform Services.

The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.9 Payment to Consultant.

One hundred percent of payments are due within 30 days of receipt of invoice. If the amount is not paid within (60) days, Consultant may refer the account to a collection agency or attorney for collection. If the above actions are necessary, the amount due will be increased by the amount of fees Consultant will have paid for collection services or attorney's fees.

2.10 Late Charges.

A late charge equal to 1.5% of the delinquent amount will be added every month, starting the first day after 30 days from the invoice date. If City fails to pay the invoice when due, Consultant may suspend all services until such invoice is paid in full. If payment in full is not made within (60) days of the invoice date, Consultant may treat such nonpayment as a material breach of this Agreement by the City and may terminate this Agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ORLAND AND 4LEAF, INC.**

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

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of the City. The City shall provide voicemail, fax and photocopying equipment. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long distance telephone or other communication charges, vehicles, and map/plan reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subconsultants. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subconsultant to commence work on any subcontract until Consultant has obtained all insurance required herein for the subconsultant(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Workers Compensation.

Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employers Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Worker's Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provision of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements.

Consultant, at its own cost and expense, shall maintain commercial, general, and automobile liability insurance for the term of this Agreement

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ORLAND AND 4LEAF, INC.**

in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability for 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 Agreement of the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage.

Consultant shall procure and maintain at its sole cost for the duration of this agreement the following insurance:

- a. Minimum Scope of insurance. Coverage shall be at least as broad as:
 - (1) Insurance Services Office Commercial General Liability coverage ("occurrence" for CG 0001).
 - (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
 - (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
 - (4) Errors and Omissions liability insurance appropriate to Consultant's profession.
- b. Minimum Limits of Insurance.
 - (1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.
 - (4) Errors and Omissions Liability: \$1,000,000 per claim and annual aggregate

4.2.3 Additional Requirements.

Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ORLAND AND 4LEAF, INC.**

- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General Requirements.

Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professional performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-made limitations.

The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers.

All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage.

Prior to beginning any work under this Agreement, Consultant shall furnish City with complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ORLAND AND 4LEAF, INC.**

4.4.3 Notice of Reduction in or Cancellation of Coverage

A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 Additional insured; primary insurance

City and its officers, employees, agents, and volunteers shall be covered as additional insured's with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

4.4.5 Deductibles and Self-Insured Retentions.

Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 Subconsultants.

Consultant shall include all subconsultants as insured's under its policies or shall furnish separate certificates and certified endorsements for each subconsultant. All coverage's for subconsultants shall be subject to all of the requirements stated herein.

4.4.7 Variation.

The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope limits, and forms of such

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ORLAND AND 4LEAF, INC.**

insurance are either not commercially available, or that the City's interests are otherwise fully protected.

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

To the fullest extent permitted by law (including without limitation, California Civil Code sections 2782 and 2782.6), Consultant shall save, keep and hold harmless indemnify and defend the City, its officers, employees, authorized agents and volunteers from damages, liabilities, penalties, costs, or expenses in law or equity, including but not limited to attorney's fees, that may at any time arise, result from, relate to, or be set up because of damages to property or personal injury received by reason of, indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. This provision shall not apply if the damage or injury is caused by the sole negligence, active negligence, or willful misconduct of the City, its officers, agents, employees, or volunteers.

Section 6. STATUS OF CONSULTANT

6.1 Independent Consultant.

At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, State, or Federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ORLAND AND 4LEAF, INC.**

not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant No Agent.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS

7.1 Governing Law.

The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws.

Consultant and any subconsultants shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subconsultants shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits.

Consultant represents and warrants to the City that Consultant and its employees, agents, and any subconsultants have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subconsultants shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subconsultant's shall obtain and maintain during the term of this Agreement valid business licenses from the City.

7.5 Nondiscrimination and Equal Opportunity.

Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subconsultant, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ORLAND AND 4LEAF, INC.**

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION

8.1 Termination.

City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

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

8.2 Extension.

City may, in its sole and exclusive discretion, extend the date of Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for in Section 8.4. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Renewal.

8.3.1 City's Sole Discretion.

The Contract Administrator may, in his or her sole and exclusive discretion, renew this Agreement and extend the date for one (1) year beyond that provided for in Subsection 1.1.

8.3.2 Notice of Renewal.

If Consultant wishes to renew this Agreement for the one-year renewal term, Consultant must provide the City with at least thirty (30) days written notice prior to expiration of the initial term as provided in Subsection 1.1.

8.3.3 Written Amendment Required.

Any such renewal shall require a written amendment to this Agreement, as provided in Section 8.4 herein.

8.3.4 Compensation.

Consultant understands and agrees that if City renews this Agreement, the Contract Administrator may in its discretion increase Consultant's compensation for Fiscal Year 2021-22, but City shall have no obligation to

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ORLAND AND 4LEAF, INC.**

provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, the City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the renewal period.

8.4 Amendments.

The parties may amend this Agreement only by a writing signed by all the parties.

8.5 Assignment and Subcontracting.

City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subconsultants noted in the proposal, without prior written approval of the Contract Administrator.

8.6 Survival.

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.7 Options upon Breach by Consultant.

If Consultant materially breaches any of the terms of this Agreement, City remedies shall include, but not be limited to, the following:

8.7.1 Immediately terminate the Agreement;

8.7.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement.

8.7.3 Retain a different Consultant to complete the work described in Exhibit A not finished by Consultant; or

8.7.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS

9.1 Records Created as Part of Consultant's Performance.

All reports, data, maps, models charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ORLAND AND 4LEAF, INC.**

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

9.2 Consultant's Books and Records.

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursement charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Inspection and Audit of Records.

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

10.2 Venue.

In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Glenn or in the United States District Court for the Northern District of California.

10.3 Severability.

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

10.4 No Implied Waiver of Breach.

The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns.

The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties

10.6 Use of Recycled Products.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ORLAND AND 4LEAF, INC.**

Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest.

Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest".

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement.

10.8 Solicitation

Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration.

This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices.

Any written notice to Consultant shall be sent to:

Kevin Duggan, President
4LEAF, Inc.
2126 Rheem Drive
Pleasanton CA, 94588

Any written notice to City shall be sent to:

Peter R. Carr, City Manager
City of Orland
815 Fourth Street
Orland, CA 95963

10.11 Professional Seal.

Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

10.12 Integration.

This Agreement, including the scope of work attached here to and incorporated here in as Exhibit A, represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.13 Counterparts.

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ORLAND AND 4LEAF, INC.**

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

CITY OF ORLAND

CONSULTANT

Peter R. Carr, City Manager

Kevin J. Duggan, President

Approved as to Form:

EXHIBIT A SCOPE OF SERVICES

Consultant has 2 key tasks:

1. Provide Building Plan Review as-needed
2. Provide On-Call Community Development Department staffing including building inspectors, permit technicians, on-site plans examiners/engineers, code enforcement personnel, etc. on an as-needed basis.

1. Plan Review Services

- The Consultant shall review all plans and supporting documents submitted for projects for which a Building Permit is requested. If, after the initial review the documents are found to be in substantial compliance with the State Building Codes and local ordinances, the plans and documents shall be stamped as reviewed and acceptable for construction. If corrections are found to be needed a report shall be prepared by the Consultant specifying the needed corrections and transmitted to the applicant. When plans and supporting documents are deemed acceptable for permit issuance, the applicant shall deliver the Building Permit application and all supporting documents to the Consultant (or City Hall) for permit processing.
- City shall collect direct from the applicant costs for plan review at time of submittal of plans and documents. Building permit fees shall be paid prior to issuance of the Building Permit. City shall mark/stamp permits PAID upon receipt of funds by applicant.
- Plan Reviews will be subject to the following turn-around times (Turn-Around Times may vary with the complexity and magnitude of the projects):
 - Residential.....Up to 10 Days
 - Multi-Family.....Up to 10 Days
 - Commercial.....Up to 10 Days
 - Industrial.....Up to 10 Days

Plan Review is generally performed at the Consultant's corporate headquarters in Pleasanton, CA and an employed courier is available at all times for pick-up and delivery for plan review services. If for any reason site technical support is required, Consultant is capable of complying on an as-needed basis for all aspects of this support.

EXHIBIT A SCOPE OF SERVICES

2. Provide On-Call Building Department Support Staff (As-needed)

- 4LEAF will provide building department support staff to include building inspectors, permit technicians, on-site plans examiners/engineers, code enforcement personnel, etc. on an on-call basis for the City of Orland.
- 4LEAF will provide interim staff within one business day and full-time staff within two business days. 4LEAF will provide staff from their database of qualified personnel. For requests made with less than 24 hours notice, 4LEAF will make every effort possible to secure suitable candidates.
- These positions vary from full-time staff, idle staff (temporarily in-between assignments, and pre-qualified staff which include personnel who are available subject to client demand.
- All on-call requests should be made directly to 4LEAF management. 4LEAF's recruiting manager, will handle the placement of all 4LEAF staff. 4LEAF's designated manager is:

Nick Henderson, CBO
Executive Project Manager
6848 Skyway, Suite F
Paradise, CA 95969
(530) 327-7069 – Office
(951) 217-2590 – Cell
nhenderson@4leafinc.com

**EXHIBIT B
FEE SCHEDULE**

2021-2022 FEE SCHEDULE & BASIS OF CHARGES

NATURE OF SERVICES	COST STRUCTURE
As-Needed Plan Review and Inspection Services	Plan Review Percentage Cost: 60% *Fee includes initial review and two (2) rechecks Plan Review Hourly Cost: \$110 Non-Structural Review \$130 Structural Review CASp Inspection and/or Review: \$155/hour

Fee Structure for Building Department Services

Building Official	\$135/hour
Senior Combination Building Inspector (Building Inspector III)	\$110/hour
Commercial Building Inspector (Building Inspector II)	\$95/hour
Residential Building Inspector (Building Inspector I).....	\$80/hour
Training Building Inspector.....	\$68/hour
Code Enforcement	\$80/hour
CASp Review.....	\$155/hour
Plans Examiner (Structural)	\$130/hour
Plans Examiner (Non-Structural).....	\$110/hour
Senior Permit Technician	\$75/hour
Permit Technician	\$68/hour
Clerk/Administrator	\$60/hour
Public Works Inspector	\$147/hour
CASp Inspection	\$150/hour
Project Inspector / Inspector of Record	\$125/hour
OSHDP Inspector	\$135/hour
Off-Site Project Manager.....	\$160/hour
Principal-in-Charge	\$185/hour
Hourly overtime charge per inspector.....	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

Fee Structure for Fire Personnel

Project Manager.....	\$175/hour
Fire Protection Engineer (FPE)	\$155/hour
Fire Plans Examiner.....	\$110/hour
Fire Inspector	\$105/hour
Hazardous Materials Inspector.....	\$130/hour
Fire Chief	\$175/hour
Fire Marshal.....	\$155/hour
Fire Prevention Officer	\$130/hour

EXHIBIT B FEE SCHEDULE

BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 2x the hourly rates listed.
- All plan review services will be subject to 2-hour minimum fee.
- 4LEAF assumes that these rates reflect the 2021-2022 contract period. 3% escalation for 2023 and 2024 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:
 - *Regular time (work begun after 5AM or before 4PM)* *1 x hourly rate*
 - *Nighttime (work begun after 4PM or before 5AM)* *1.125 x hourly rate*
 - *Overtime (over 8 hours M-F or Saturdays)* *1.5 x hourly rate*
 - *Overtime (over 8 hours Sat or 1st 8 hours Sun)* *2 x hourly rate*
 - *Overtime (over 8 hours Sun or Holidays)* *3 x hourly rate*
- Overtime will only be billed with prior authorization of the designated City personnel.
- All work with less than 8 hours' rest between shifts will be charged the appropriate overtime rate.
- Mileage, driven during the course of inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 8.A.

MEETING DATE: May 3, 2021

TO: Honorable Mayor and Council
FROM: Pete Carr, City Manager
SUBJECT: Pension Cost Management Advising (Discussion/Direction)

City Council will consider the process, size and shape of a possible pension obligation bond (POB), and will consider designating bond counsel.

BACKGROUND:

As noted in the agenda item background for the April 5th meeting, the City Council and Staff have in recent months been analyzing the City's pension liability, actions taken to date to mitigate and control the liability, and potential additional means to manage the cost of that liability. Following several meetings of discussion with City Staff, City Council heard and discussed presentations from a private sector banking advisor and from Capitol Public Finance Group (PFG). Council on April 19th approved an engagement agreement for advisory services with PFG.

DISCUSSION:

In his role as fiduciary advisor for the City, Jeff Small of Capitol PFG will advise us of the options for parameters (amount, term, structure, etc.) of a pension bond, discuss the retention of legal counsel and introduce a proposed resolution and agreement to retain counsel. Mr. Small will also review the process and plan for moving forward including required public notices, feasibility analysis, and bond placement.

Attachments (3):

1. Sample charts depicting possible POB scenarios
2. Resolution authorizing commencement of proceedings in connection with the proposed issuance of POB, retaining bond counsel and disclosure counsel and directing certain actions with respect thereto
3. Agreement for legal services with Quint & Thimmig LLP

RECOMMENDATION:

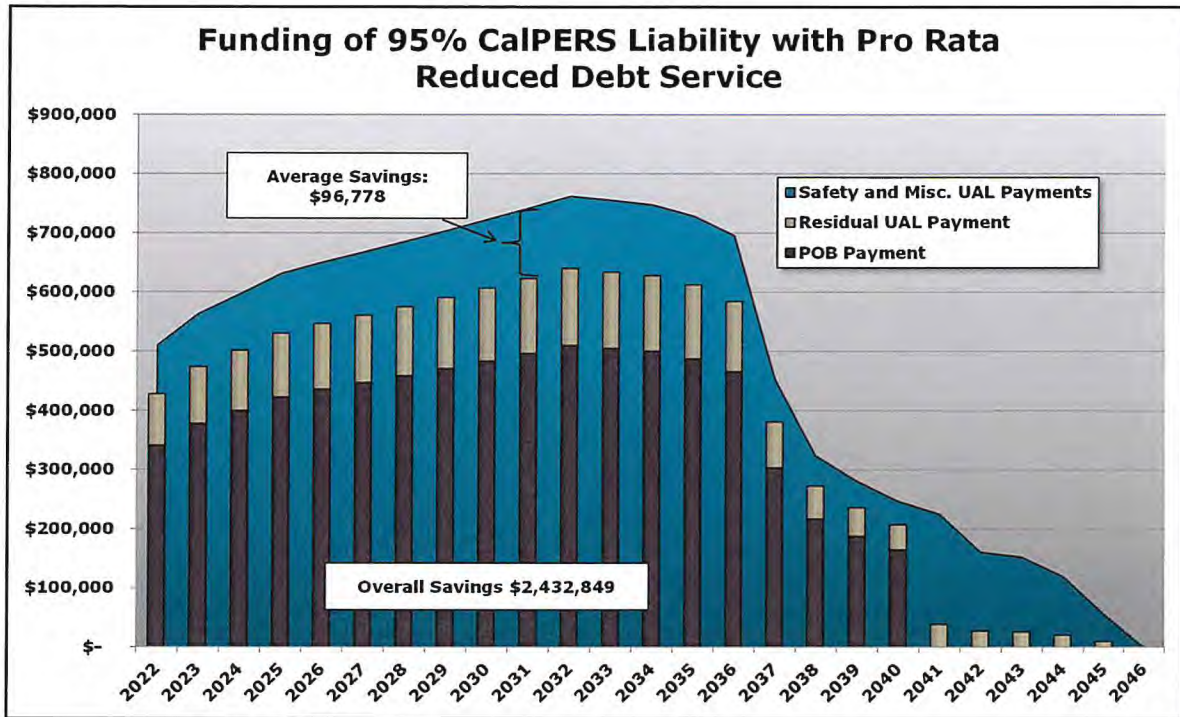
Direct Capitol PFG advisor; if desiring to move forward with a POB, adopt resolution and associated agreement authorizing commencement of proceedings and designating counsel.

Fiscal Impact of Recommendation:

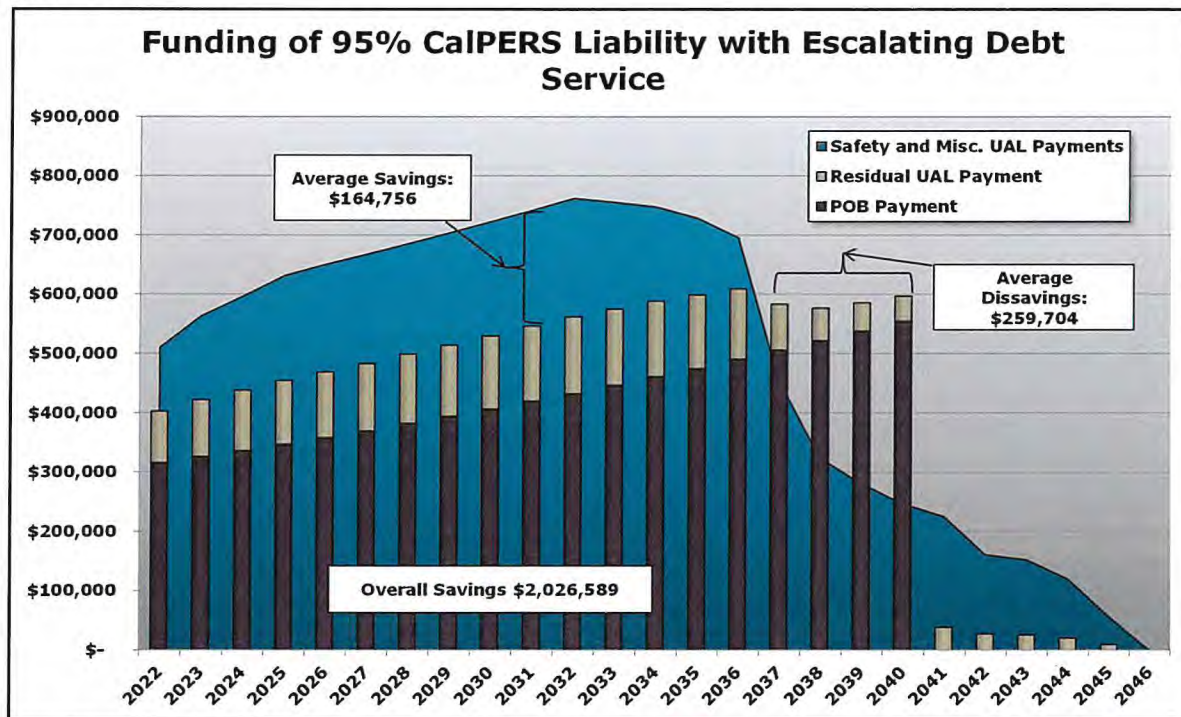
Fees for the current scope of services are as stated in the approved agreement and will be incorporated into the cost of the bond, if one is issued. All fee costs would be allocated between general, water and sewer funds and could be amortized over the life of the bond as part of bond issuance.

City of Orland Pension Obligation Bonds

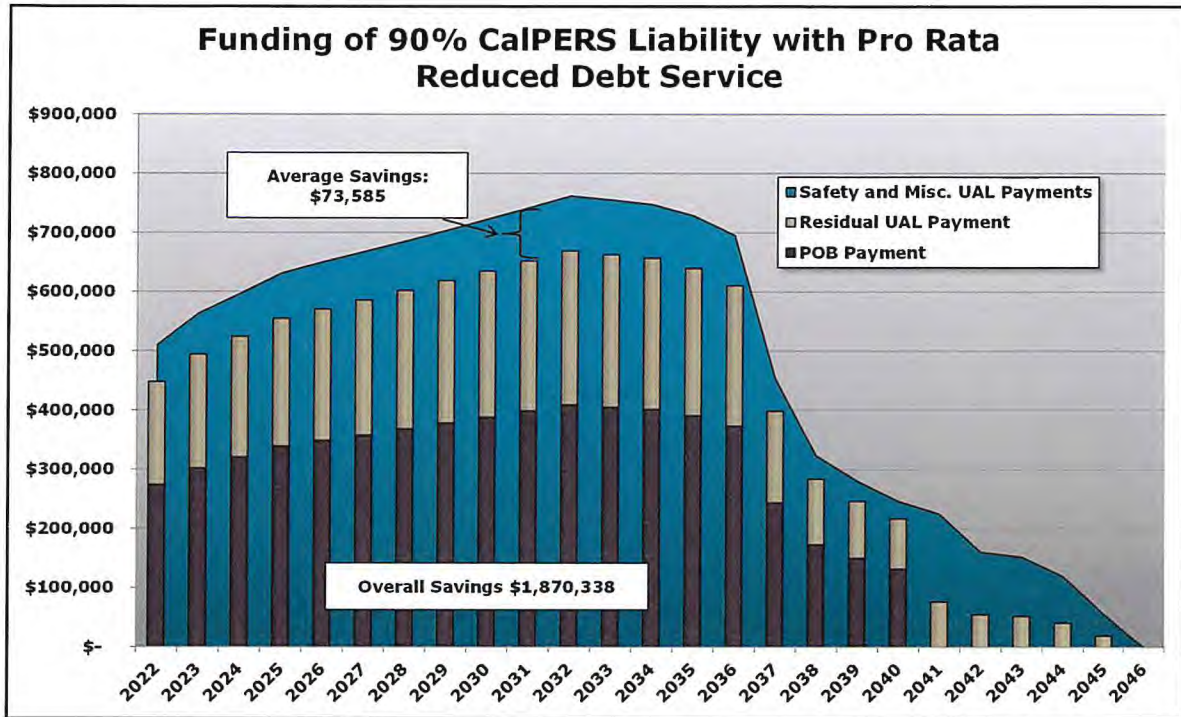
Option 1a:



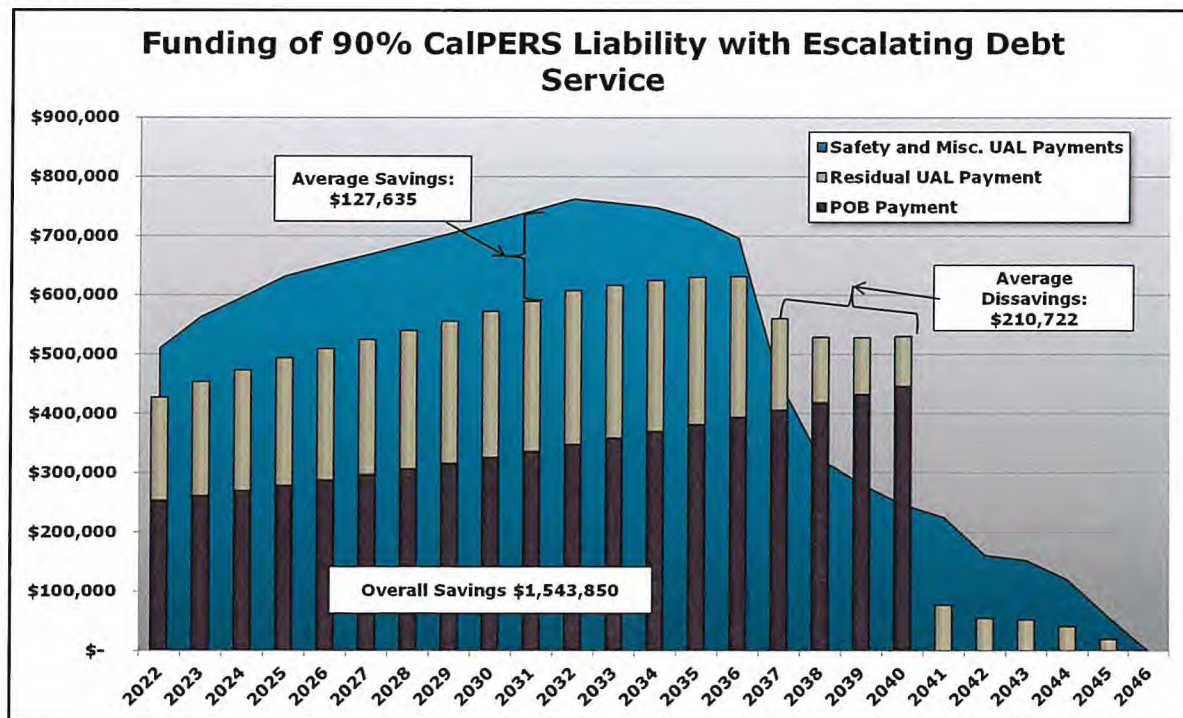
Option 1b:



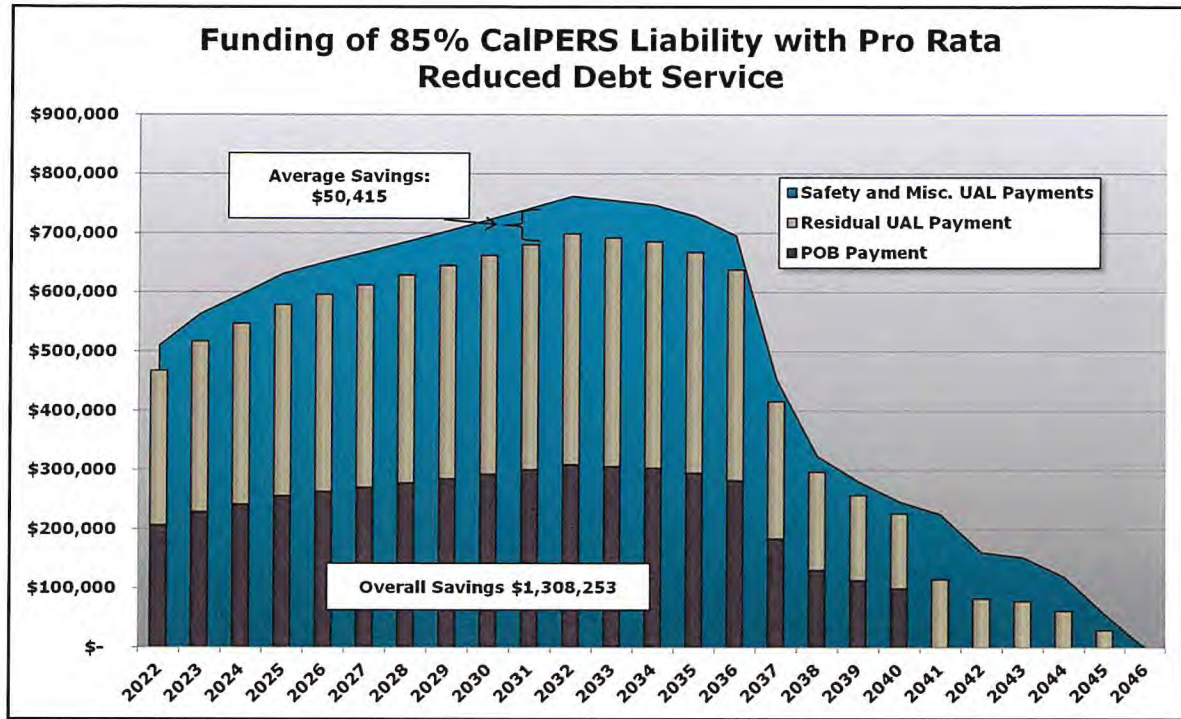
Option 2a:



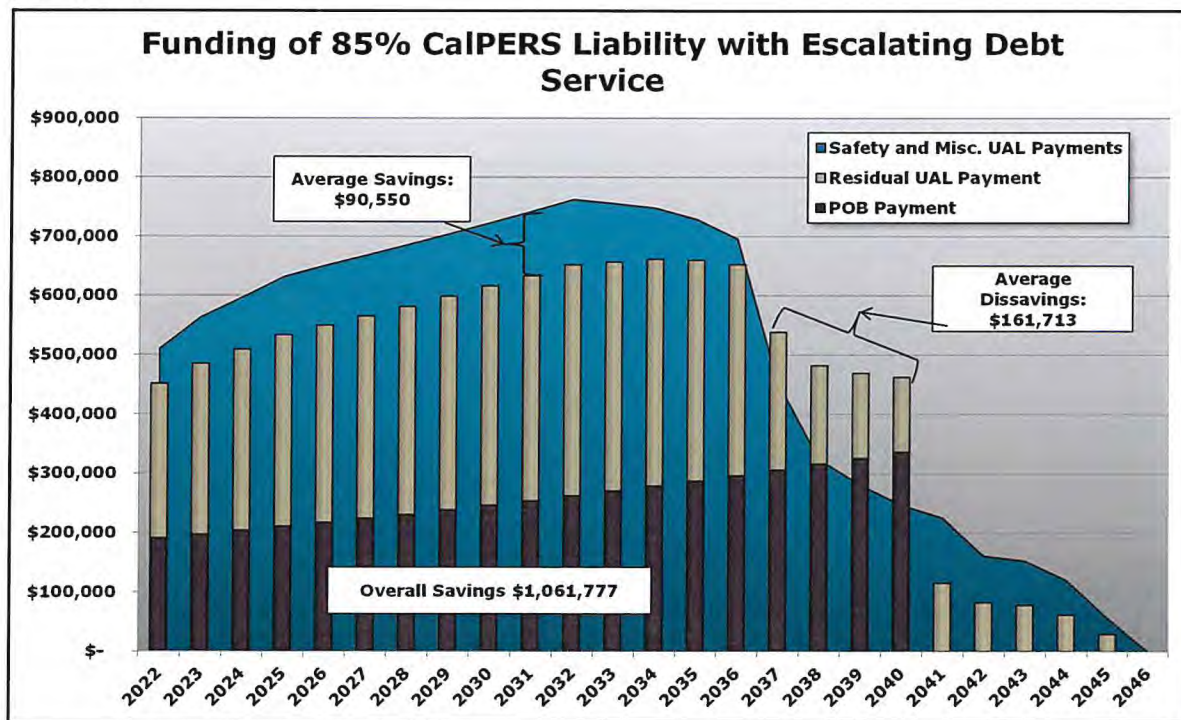
Option 2b:



Option 3a:



Option 3b:



Statistical Summary of POB Options						
	Option #1a	Option #1b	Option #2a	Option #2b	Option #3a	Option #3b
Funding Target	95%	95%	90%	90%	85%	85%
Repayment Slope	Pro Rata	Escalating	Pro Rata	Escalating	Pro Rata	Escalating
POB Deposit	\$5,571,750	\$5,571,750	\$4,451,418	\$4,451,418	\$3,331,086	\$3,331,086
Remaining UAL	\$1,120,332	\$1,120,332	\$2,240,664	\$2,240,664	\$3,360,996	\$3,360,996
Prior CalPERS Payments	\$12,187,222	\$12,187,222	\$12,187,222	\$12,187,222	\$12,187,222	\$12,187,222
POB Payments	\$7,677,294	\$8,083,554	\$6,162,726	\$6,489,214	\$4,647,733	\$4,894,208
Residual UAL Payments	\$2,077,079	\$2,077,079	\$4,154,158	\$4,154,158	\$6,231,236	\$6,231,236
Total Savings	\$2,432,849	\$2,026,589	\$1,870,338	\$1,543,850	\$1,308,253	\$1,061,777
Average Savings:						
18 Year Average	\$96,778		\$73,585		\$50,415	
14 Year Average		\$164,756		\$127,635		\$90,550
4 Year Dissavings		-\$259,704		-\$210,722		-\$161,713
POB Par Amount	\$5,677,000	\$5,677,000	\$4,557,000	\$4,557,000	\$3,437,000	\$3,437,000
Assumed Cost of Issuance	\$105,000	\$105,000	\$105,000	\$105,000	\$105,000	\$105,000
All In Borrowing Cost	3.94%	3.91%	4.00%	3.98%	4.11%	4.07%

All In Borrowing Cost includes all estimated costs of issuance and reflects market interest rates as of April 13, 2021. Interest rates are subject to change based on market conditions at the time of sale. The Residual UAL Payments are calculated based on a pro rata estimate of the remaining UAL.

CITY OF ORLAND

RESOLUTION NO. 2021-06

**RESOLUTION AUTHORIZING THE COMMENCEMENT OF PROCEEDINGS IN
CONNECTION WITH THE PROPOSED ISSUANCE OF PENSION OBLIGATION BONDS,
RETAINING BOND COUNSEL AND DISCLOSURE COUNSEL AND DIRECTING CERTAIN
ACTIONS WITH RESPECT THERETO**

RESOLVED, by the City Council (the "Council") of the City of Orland (the "City"):

WHEREAS, the City has previously elected to become a contracting member of the California Public Employees' Retirement System ("CalPERS");

WHEREAS, the Public Employees' Retirement Law (commencing with section 20000 of the California Government Code) and the contract (the "CalPERS Contract") between the Board of Administration of CalPERS and the Council obligate the City to (i) make contributions to CalPERS to fund pension benefits for certain City employees, (ii) amortize the unfunded accrued actuarial liability with respect to such pension benefits, and (iii) appropriate funds for the foregoing purposes;

WHEREAS, the City desires to issue its pension obligation bonds for the purpose of refunding all or a portion of the City's obligations to CalPERS, as evidenced by the CalPERS Contract, to pay all or a portion of its current unfunded accrued actuarial liability of the City with respect to pension benefits under the Public Employees' Retirement Law (the "Bonds"); and

WHEREAS, it is appropriate that the Council formally authorize the preparation of the necessary documents in connection with the issuance and sale of the Bonds and to retain bond counsel and disclosure counsel to assist the City;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. The City authorizes the Mayor, the City Manager, the Finance Director (the "Authorized Officers") and other appropriate officers and officials of the City to proceed with the preparation of the necessary documents in connection with the issuance and sale of the Bonds, subject to the final approval by the Council at a subsequent meeting.

Section 2. Quint & Thimmig LLP is hereby retained as bond counsel and, if the Bonds are sold pursuant to a public offering, disclosure counsel, to the City in connection with the issuance and sale of the Bonds. Any Authorized Officer is hereby authorized and directed in the name and

on behalf of the City to execute an Agreement for Legal Services with such firm in the form on file with the City Manager.

Section 3. The Authorized Officers and other appropriate officers and officials of the City are hereby authorized and directed to take such action and to execute such documents as may be necessary or desirable to effectuate the intent of this Resolution.

Section 4. This Resolution shall be in full force and effect immediately upon its adoption.

* * * * *

I hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of the City of Orland held on the 3rd day of May, 2021, by the following vote:

AYES, and in favor of, Council Members:

NOES, Council Members:

ABSENT, Council Members:

By _____
City Clerk

Agreement for Legal Services



CITY OF ORLAND Pension Obligation Bonds, Series 2021 (Federally Taxable)

THIS AGREEMENT FOR LEGAL SERVICES is entered into this _____ day of _____, 2020, by and between the CITY OF ORLAND (the "City") and QUINT & THIMMIG LLP, Larkspur, California ("Attorneys");

WITNESSETH:

WHEREAS, the City has previously elected to become a contracting member of the California Public Employees' Retirement System ("CalPERS");

WHEREAS, the Public Employees' Retirement Law (commencing with section 20000 of the California Government Code) and the contract (the "CalPERS Contract") between the Board of Administration of CalPERS and the City obligate the City to (i) make contributions to CalPERS to fund pension benefits for certain City employees, (ii) amortize the unfunded accrued actuarial liability with respect to such pension benefits, and (iii) appropriate funds for the foregoing purposes;

WHEREAS, the City desires to authorize the issuance of its City of Orland Pension Obligation Bonds, Series 2021 (Federally Taxable) (the "Bonds"), pursuant to the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with section 53570 of said Code (the "Bond Law"), for the purpose of refunding all or a portion of the City's obligations to CalPERS, as evidenced by the CalPERS Contract, to pay all or a portion of its accrued actuarial liability with respect to pension benefits under the Public Employees' Retirement Law, and paying the costs of issuance of the Bonds, and for no other purpose;

WHEREAS, the obligations of the City with respect to the Bonds, including the obligation to make all payments of interest and principal on the Bonds when due, will be obligations of the City imposed by law and will be absolute and unconditional, without any right of set-off or counterclaim, the Bonds will not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation, neither the Bonds nor the obligations of the City to make payments on the Bonds will constitute an indebtedness of the City, the State of California or any of its political subdivisions in contravention of any constitutional or statutory debt limitation or restriction and the Board of Directors of the City will be obligated to make appropriations to pay the Bonds from any source of legally available funds of the City;

WHEREAS, the City has determined that Attorneys are qualified by training and experience to perform the services of bond counsel and disclosure counsel and Attorneys are willing to provide such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement for Legal Services;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

Section 1. Duties of Attorneys.

(a) Attorneys shall provide legal services, as *bond counsel*, in connection with the authorization, issuance and consummation of the financing proceedings relating to the Bonds. Such services shall include the following:

(i) Preparation of all necessary documentation in connection with the required Superior Court validation lawsuit.

(ii) Consultation and cooperation with officials of the City, the City, City legal counsel, financing consultants and other consultants, staff and employees of the City, and assisting such consultants, staff and employees in the formulation of a coordinated financial and legal Bond issuance.

(iii) Attend all meetings of the City and any administrative meetings at which the Bonds are discussed or approved.

(iv) Preparation of all legal proceedings for the authorization, issuance and delivery of Bonds by the City and the City; including preparation of the resolution authorizing the issuance of such Bonds, fixing the date, denominations, numbers, maturity and interest rates, providing the form of the Bonds and authorizing their execution, authentication and registration; certifying the terms and conditions upon which the same are to be issued; providing for the setting up of special funds for the disposition of proceeds of the sale of the Bonds, including creation of reserve funds, if any, and such other funds as may be advisable, and providing all other details in connection therewith, including special covenants and clauses for the protection of the interests of the Bond holders; preparation of the resolution selling all or any part of the authorized Bond issue; preparation of all documents required for Bond delivery, including cumulative cash flow deficit certificates required by federal tax law, and supervising such delivery; preparation of all other proceedings incidental to or in connection with the issuance, sale and delivery of the Bonds.

(v) Application for any Internal Revenue Service or other rulings necessary to assure tax-exempt status of the Bonds, or as required by the purchasers of the Bonds.

(vi) Upon completion of proceedings to the satisfaction of Attorneys, providing a legal opinion approving in all regards the legality of all proceedings for the authorization, issuance and delivery of Bonds, and stating that interest on the Bonds is excluded from gross income for purposes of federal income taxes and is exempt from State of California personal income taxation, which opinion shall inure to the benefit of the purchasers of the Bonds.

(vii) Any and all legal consultation requested by the City concerning the Bonds at any time after delivery of the Bonds.

(viii) Such other and further services as are normally performed by bond counsel in connection with the issuance of the Bonds.

(ix) Attorneys will not be responsible for the preparation or content of the official statement prepared by the financial consultant other than to examine said official statement as concerns description of Bonds and matters within Attorneys' knowledge.

(b) If it is determined to sell the Bonds pursuant to a public offering, Attorneys shall provide legal services, as *disclosure counsel*, in connection with the preparation of the official statements to be used in connection with the offering and sale of the Bonds (the "Official Statements"), the continuing disclosure certificate and the bond purchase agreements between the City and the underwriter of the Bonds. Such services shall include the following:

(i) Prepare the Official Statements (both preliminary and final) in connection with the offering of the Bonds prepared by the City's municipal advisor.

(ii) Confer and consult with the officers and administrative staff of the City as to matters relating to the Official Statement.

(iii) Attend all meetings of the City and any administrative meetings at which the Official Statements are to be discussed, deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statements, or when specifically requested by the City to attend.

(iv) On behalf of the City, prepare the continuing disclosure certificate in a form which is acceptable to the City and the underwriter of the Bonds.

(v) On behalf of the City, prepare the bond purchase agreement between the City and the underwriter of the Bonds in a form acceptable to the City and the underwriter of the Bonds.

(vi) Subject to the completion of proceedings to the satisfaction of Attorneys, provide letters of Attorneys addressed to the City and the underwriter of the Bonds to the effect that, although Attorneys have not undertaken to determine independently or assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statements, in the course of Attorneys participation in the preparation of the Official Statements Attorneys have been in contact with representatives of the City and others concerning the contents of the Official Statements and related matters, and, based upon the foregoing, nothing has come to Attorneys attention to lead Attorneys to believe that the Official Statements (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion included therein, and information relating to The Depository Trust Company and its book-entry system, as to which Attorneys need express no view) as of the date of the Official Statements or the date of the closing for the Bonds contain any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) *Services Not Provided.* Attorneys shall not be responsible for:

(i) any continuing disclosure requirements under federal securities laws that may apply to the Bonds during the period following the closing of the Bonds, or

(ii) the representation of the City in connection with any litigation involving the Bonds, except for the validation proceedings specified above.

Without limiting the generality of the foregoing, Attorneys shall not be responsible for preparing any documentation related to, or for providing any, ongoing continuing disclosure or litigation services in respect of the Bonds without a separate agreement between the City and Attorneys. In addition, unless specifically retained to do so by a separate agreement between Attorneys and the City, Attorneys shall not be responsible for auditing or otherwise reviewing or assuring compliance by the City with any past or existing continuing disclosure obligations of the City related to any debt obligations.

Section 2. Compensation.

(a) For the services set forth under Section 1(a), Attorneys shall be paid a legal fee of \$40,000.

Attorneys do not propose to charge a legal fee for the validation proceedings as long as the City Attorney assists in the filing logistics with the Superior Court.

(b) For the services set forth under Section 1(b), Attorneys shall be paid a legal fee of \$25,000.00.

(c) Said legal fees shall be inclusive of all out of pocket expenses of Attorneys.

(d) *Payment of said fees and expenses shall be entirely contingent,* shall be due and payable upon the issuance of the Bonds and shall be payable solely from the proceeds of the Bonds.

Section 3. Responsibilities of the City. The City shall cooperate with Attorneys and shall furnish Attorneys with certified copies of all proceedings taken by the City, or other deemed necessary by Attorneys to render an opinion upon the validity of such proceedings. All costs and expenses incurred incidental to the actual issuance and delivery of Bonds, including the cost and expense of preparing certified copies of proceedings required by Attorneys in connection with the issuance of the Bonds, the cost of preparing the Bonds for execution and delivery, all printing costs and publication costs, and any other expenses incurred in connection with the issuance of Bonds, shall be paid from Bond proceeds.

Section 4. Non-Legal Services. In performing their services as bond counsel pursuant to this Agreement for Legal Services, it is understood and acknowledged by the City that Attorneys will not be providing financial advisory, placement agent, investment banking or other similar services. It is expected that the City will engage other consultants to provide any such services with respect to the financing.

Section 5. Termination of Agreement. This Agreement for Legal Services shall terminate at the time of issuance of the Bonds but may be terminated at any earlier time by the City, with or without cause, following thirty (30) days written notice by the City to Attorneys. In the event of such termination, all finished and unfinished documents shall, at the option of the City, become its property and shall be delivered by Attorneys.

Section 6. Amendment or Modification. No amendment, modification, or other alteration of this Agreement for Legal Services shall be valid unless in writing and signed by both of the parties hereto.

Section 7. Entire Agreement. This Agreement for Legal Services contains the entire agreement of the parties hereto. No other agreement, statement, or promise made on or before the effective date of this Agreement for Legal Services will be binding on the parties hereto.

IN WITNESS WHEREOF, the City and Attorneys have executed this Agreement for Legal Services as of the date first above written.

CITY OF ORLAND

By _____
Name _____
Title _____

QUINT & THIMMIG LLP

By  _____
Brian D. Quint

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 8.B.

MEETING DATE: May 3, 2021

TO: Honorable Mayor and Council
FROM: Pete Carr, City Manager
SUBJECT: Utilization of Covid Relief Funding (Discussion/Action)

City Council is asked to affirm by resolution its intent for use of pandemic relief funds.

BACKGROUND:

As explained in the April 5th and April 19th staff reports for the agenda items on this topic, City Council needs to determine its intended use of Covid relief funds: CV2, CV3 and American Rescue Plan Act (ARPA). Sources, overlapping resources, prohibited uses and allowed uses were listed, along with suggested local uses.

Generally, CV2 and CV3 funds may be used for economic development where there is demonstrable measurement of job creation, or for public services addressing needs brought on by Covid (such as reducing exposure to virus). Allowed and restricted uses for ARPA funds have not yet been defined by U.S. Treasury Dept. We know that no funds can be used to offset pension costs or provide for tax reductions.

DISCUSSION:

Integrating Council's direction (from April 5 and 19th) with additional consideration of local needs and potentially allowed uses, City Staff suggests use of funds as described in Attachment A. The use of CV2 and CV3 funds should be finalized by resolution and agreement with Glenn County, Attachments B and C.

Staff confirmed with State Housing & Community Development (HCD) that unused funds from one project can be repurposed by contract amendment. A decision on initial intended use of CV2 and CV3 funds is needed this evening to meet a May 7 application deadline. No deadline exists for planning our intended uses of ARPA funds.

Staff is setting up two new City funds, one to account for revenue, transfers and expenditures of Coronavirus Relief (CV2/3) and one likewise for ARPA. This provides accounting for these monies separate from General Fund and Measure A. ARPA resources utilized for fiscal stabilization will be shown as transfers in to the target funds.

Attachment (3):

- A. Proposed Use of Funds
- B. Resolutions affirming use of CV2 and CV3 funds
- C. Agreement to partner with Glenn County (and City of Willows) in administration of a portion of CV2 and CV3 funds.

RECOMMENDATION: Approved resolutions and agreement as presented, or if modified then as approved documents as amended. Provide direction to staff on use of ARPA funds.

Fiscal Impact of Recommendation: None. Expenditures will correspond to revenue. Receipt of funds does not require City match.

Proposed Use of Covid Relief Funds

City of Orland May 3, 2021

	USE OF FUNDS	CV2 / CV3 (\$280k)	ARPA (\$1.4M)
1	Backfill General Fund fiscal stability		\$400,000
2	Backfill Measure A Fund for tax revenue losses		\$200,000
3	Grants to Covid-affected small businesses	\$120,000	
4	Façade Improvement program		\$40,000
5	Streetscapes (benches, planters, streetlamps)		\$100,000
6	Radio signal upgrades for OPD and OVFD		\$60,000
7	OPD Security and IT upgrades		\$60,000
8	Touch-free doors to library, OPD, City Hall, Rec	\$120,000	
9	Covered outdoor library services area	\$41,000	
10	OPD/City Hall, Library roof and floor repairs		\$140,000
11	Evidence barn security improvements		\$80,000
12	Lely ballfield lighting (1 field)		\$325,000
13	Extend westside water service to County Road 15		\$100,000
14	Lely Ballfield lighting (1 field)		\$325,000
15	Construct business/city advertising tower @ I-5		\$200,000
16	Construct welcome sign at east end of City		\$20,000
17	5th St Parking Lot w/ improvements		\$70,000
18	Additional land acquisition for future HDC		\$80,000
Total		\$281,000	\$2,200,000

Deferred for Future Federal Transportation Infrastructure Funding		
Streetscapes infrastructure		\$8,000,000
Traffic signal and intersection Commerce/Newville		\$250,000
Sidewalk and curb repairs citywide		\$250,000
Curb gutter & sidewalk for Public Safety Building		\$300,000

RESOLUTION NO 2021-07

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

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

SECTION 1: The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed \$281,839.00 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

Microenterprise Assistance -	\$ 99,600.00
General Administration -	20,400.00

Public Facilities Improvements -	\$134,326.00
Administration -	27,513.00

SECTION 2: The City hereby approves the use of Program Income in an amount not to exceed \$0 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3: The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4: The City hereby authorizes and directs the City Manager, or designee, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5: If an application is approved, the City Manager or designee, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6: If an application is approved, the City Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Orland held on May 3, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bruce T. Roundy, Mayor

Attest:

Janet Wackerman, City Clerk

RESOLUTION NO. 2021-08

A RESOLUTION APPROVING AN AMENDMENT TO THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CORONAVIRUS RESPONSE ROUND 1 (CDBG-CV1) STANDARD AGREEMENT TO ADD ADDITIONAL FUNDS FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CORONAVIRUS RESPONSE ROUND 2 AND 3 NOFA DATED DECEMBER 18, 2020

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

SECTION 1: The City Council has reviewed and hereby approves the submission to the State of California ("State") of application(s) to add additional funding to the City's existing CDBG-CV1 Standard Agreement with the State ("Standard Agreement") for the following new CDBG- CV2 and CV3 activities pursuant to the State's December 2020 CDBG-CV2 and 3 Notice of Funding Availability ("NOFA"):

Current CDBG-CV1 Activities Economic Development-

Microenterprise Assistance \$64,284.00

General Administration \$13,167.00

Amount of New CDBG-CV2 and 3 Funds to Be Added -

Microenterprise Assistance \$99,600.00

General Administration \$20,400.00

Total Amount of All CDBG-CV Activities -

Microenterprise Assistance \$163,884.00.

General Administration \$33,567.00

SECTION 2: The City hereby approves the use of Program Income in an amount not to exceed \$0 for the new CDBG-CV2 and CV3 activities described in Section 1 above.

SECTION 3: The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s) for the new CDBG-CV2 and CV-3 activities described in Section 1 above.

SECTION 4: The City hereby authorizes and directs the City Manager, or designee, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5: If an amendment to the Standard Agreement is approved as contemplated above, the City Manager, or designee, is authorized to enter into, execute and deliver an amendment to the Standard Agreement and any and all other documentation why may be required by the State from time to time for the purposes of this grant.

SECTION 6: If an amendment to the Standard Agreement is approved, the City Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Orland held on May 3, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA City of Orland

I, Janet Wackerman, Clerk of the City of Orland, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 3rd day of May, 2021.

By: Janet Wackerman, City Clerk of the City of Orland, State of California

Janet Wackerman, City Clerk

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

This Memorandum of Understanding (the "MOU") is entered on May 3, 2021 (the "Effective Date") by and between the CITY OF ORLAND (the "CITY"), and the COUNTY OF GLENN (the "COUNTY"). The CITY and the COUNTY, individually each a "PARTY", and jointly referred to herein as the "PARTIES."

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

- 10) Nothing herein shall require COUNTY to perform any services under this MOU if COUNTY has insufficient available personnel to provide such services and to perform its other duties as required by law, or if the Director of Planning & Community Development Services Agency determines in good faith that the COUNTY lacks the resources or information necessary to perform the COUNTY's obligations hereunder. Notwithstanding the foregoing, COUNTY shall give CITY no less than fourteen (14) days' written notice of the cessation of service, together with the reason(s) for such cessation, and shall continue to provide the SERVICES to CITY during the 14-day notice period. In such event CITY, in its sole discretion, shall be entitled to have the SERVICES performed by any other person or entity, including CITY's own employees, with no further liability or obligation under this MOU.
- 11) In the event that COUNTY determines that it is unwilling to provide the SERVICES described herein, COUNTY shall provide CITY with no less than ninety (90) days written notice that COUNTY will cease providing such SERVICES. In such event, CITY, at its sole discretion, shall be entitled to have the SERVICES performed by any other person or entity, including CITY's own employees, with no further liability or obligation under this MOU.
- 12) DATA/RECORDS – During the term of this MOU, CITY can access, use, retrieve and download CITY's content at any time. In the event of termination or expiration of this MOU, COUNTY shall maintain CITY's content for a period of ninety (90) days. At CITY's request, COUNTY shall provide CITY's content through a data drop, data migration process or other means agreeable to both parties at CITY's sole expense.
- 13) TERM OF AGREEMENT/TERMINATION - The term of this MOU shall commence on May, 7, 2021 and continue in full force and effect through May 6, 2022, unless terminated as follows:
 - A. By mutual agreement of the PARTIES;
 - B. By either PARTY upon a material breach by the other PARTY of the provisions hereof; or
 - C. By either PARTY upon delivery of ninety (90) days' written notice thereof to the other PARTY.
- 14) COUNTY shall, during the entire term of this MOU, be an independent contractor and nothing in this MOU is intended or shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow CITY to exercise discretion or control over the professional manner in which COUNTY performs the services which are the subject matter of this MOU. COUNTY staff performing services under this MOU shall at all times remain employees of COUNTY, and shall not be deemed employees of CITY for any purpose. COUNTY shall be solely responsible for any and all compensation, payroll taxes, withholdings, workers'

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

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

15) **NONASSIGNMENT** – Inasmuch as this MOU is intended to secure the specialized SERVICES of COUNTY, COUNTY may not assign, transfer, delegate or sublet any interest herein. Any attempt at assignment of the rights under this MOU except for those specifically consented to by both PARTIES, evidenced in writing, and shall be void.

16) **MUTUAL INDEMNIFICATION** – Each PARTY shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys’ fees or claims for injury or damages arising out of the performance of the SERVICES under this MOU but only in proportion and to the extent such liability, loss expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees. –

17) **ENTIRE AGREEMENT; MODIFICATION** –This MOU may only be modified by a written amendment hereto executed by both PARTIES. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

18) **APPLICATION OF LAW** – This MOU shall be governed by the laws of the State of California.

19) **SEVERABILITY** – If any portion of this MOU or application thereof to any person or circumstances shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state or local statute, ordinance, or regulation, the remaining provisions of this MOU or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this MOU are severable.

20) **NOTICES.**

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

If to CITY: City Manager
 City of Orland
 815 Forth Street
 Orland, CA 95963

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

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

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

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

DATED: _____

CITY OF ORLAND

DATED: _____

COUNTY OF GLENN

Mayor

Chairman

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney
City of Orland

County Counsel
Glenn County, California

CITY OF ORLAND
CITY COUNCIL AGENDA ITEM #:8.C.

MEETING DATE: May 3, 2021

TO: Honorable Mayor and Council
FROM: Pete Carr, City Manager
SUBJECT: **Fiscal Year 2021-22 Budget Discussion #2:**
Capital Improvement Planning, General Fund, Measure A Public Safety
(Discussion/Direction)

City staff will brief Council on ongoing progress in preparing a draft proposed budget for the next fiscal year.

BACKGROUND

City staff is preparing a draft budget for the fiscal year 2021-22 (FY22) which starts July 1. The budget will represent the City's best estimate of anticipated revenues and a spending plan consistent with Council direction. In Budget Discussion #1 April 19, we reviewed budget assumptions, projected revenue for the General Fund, DIF (Development Impact Fees), and staffing for all departments. Since April 19th, City Staff has continued to analyze revenue projections and collect cost estimates, resulting in an evolving budget picture.

DISCUSSION

This evening's discussion will update capital equipment schedules for police, fire and public works, take a first-pass look at project objectives for the coming year, and preview expenditure plans for General Fund and Measure A.

Direction received from Council this evening will further inform staff as we proceed with formulation of the final proposed budget which is planned for presentation to Council for consideration of adoption on June 7th. On May 17th we will review water and sewer funds, the updated debt schedule, and any significant changes from previous budget discussions.

Capital Projects and Objectives

Proposed high profile non-capital objectives are excellent utilization of Covid Relief funds, pension debt restructuring, and updating portions of the General Plan including the Housing Element.

Capital replacement and improvement projects beyond routine equipment and rolling stock replacements include completion of the radio system upgrade, new roofs for the library and OPD/City Hall, Lely Park ballfield lighting, overlay of Shasta Street, curb & sidewalk repairs citywide, and upgrades to the library entrance and west side. Roofs and ballfield lighting repairs are major expenses. The rec trail should get completed with a pending "per capita" parks grant, while award of the competitive parks grant is hoped but not expected.

Capital project planning will include engineering work toward the next well, a water storage tank, the Newville/Commerce intersection and the industrial wastewater ponds, as well as architectural and financing work on a public safety facility.

Equipment and rolling stock replacements include the CSO evidence collection truck for OPD, no major purchases for OFD until next fiscal year, service trucks and a dump truck for OPW. New equipment purchases being proposed for OPW include a tow-behind road repair crack filler, shop safety lifts, a concrete batch system and shop heaters. The various uses and funding sources for the equipment enable purchase costs to be allocated to General, Measure A, Water, Sewer, or DIF funds as appropriate.

General Fund

With \$5.4M in anticipated revenue and proposed expenditures, the General Fund will operate in the black and maintain reserves of over \$900k. This fund benefits from one \$200k fiscal stabilization transfer-in from the ARPA fund this fiscal year and the same again in FY22.

Measure A Public Safety

With just over \$1.0M in both anticipated revenue and planned expenditures, the Measure A fund is essentially balanced. The fund balance by end of the fiscal year should be over \$900k. This fund benefits from one \$100k fiscal stabilization transfer-in from the ARPA fund this fiscal year and the same again in FY22.

Attachments :

- A. Capital Equipment Replacement Schedules for Police, Fire and Public Works Depts
- B. Capital improvement and other project objectives for FY22
- C. Measure A budget and fund balance
- D. General Fund budget and fund balance with summaries by department

RECOMMENDATION

Provide direction at Council discretion. Staff will proceed with budget preparation accordingly.

Fiscal Impact of Recommendation:

Budget will balance revenues with expenditures as it provides for operational and improvement project objectives, and will maintain fund reserves.

ORLAND POLICE DEPT FLEET

AS OF APRIL 2021

UNIT#	YEAR	TYPE	MAKE/MODEL	MILEAGE	REPLACEMENT VALUE \$	Replacement Schedule
500	2017	SUV/COP	CHEVY TAHOE	14,211	\$50K	
501	2017	SUV	CHEVY TAHOE	38,315	\$65K	FY25
502	2017	SUV	CHEVY TAHOE	11,754	\$65K	
503	2017	SUV/SGT	CHEVY TAHOE	25,726	\$65K	
504	2014	SUV	FORD EXPLORER	77,889	\$65K	FY23
505	2019	SUV	CHEVY TAHOE	19,591	\$65K	
506	2017	SUV/K9	CHEVY TAHOE	30,346	\$65K	
507	2017	SUV	CHEVY TAHOE	16,361	\$65K	
508	2015	SUV/K9	CHEVY TAHOE	43,986	\$65K	
509	2017	SUV	CHEVY TAHOE	28,804	\$65K	
510	2017	SUV/SGT	CHEVY TAHOE	44,067	\$65K	FY25
511	2020	SUV/4x4	CHEVY TAHOE	6,218	\$65K	
OLD5	2010	SD	FORD C/V	75,797	\$65K	FY23
CSO	2002	PU	GMC SIERRA	99,481	\$60K	FY22
TRIP	2008	SD	FORD C/V	89,080	\$45K	

OVFD Replacement Schedule Proposal-March 2021

Year, Fiscal	Description	Expenditure	Appropriated	Balance
			Opening Balance	\$200,000.00
18/19	Measure A		\$100,000.00	\$300,000.00
19/20	Measure A		\$100,000.00	\$400,000.00
20/21	Chief truck/grass truck	\$230,000.00	\$100,000.00	\$270,000.00
21/22	Measure A		\$200,000.00	\$470,000.00
22/23	Engine 27	\$750,000.00	\$200,000.00	-\$80,000.00
23/24	Measure A		\$200,000.00	\$120,000.00
24/25	Measure A		\$200,000.00	\$320,000.00
25/26	Measure A		\$200,000.00	\$520,000.00
26/27	Measure A		\$200,000.00	\$720,000.00
27/28	Measure A		\$200,000.00	\$920,000.00
28/29	Measure A		\$200,000.00	\$1,120,000.00
29/30	Measure A		\$200,000.00	\$1,320,000.00
30/31	Measure A		\$200,000.00	\$1,520,000.00
32/33	Measure A		\$200,000.00	\$1,720,000.00
33/34	Engine 25	\$900,000.00	\$200,000.00	\$1,020,000.00
34/35	Measure A		\$200,000.00	\$1,220,000.00
35/36	Chief truck/grass truck		\$200,000.00	\$1,420,000.00
36/37	Measure A		\$200,000.00	\$1,620,000.00
37/38	Measure A		\$200,000.00	\$1,820,000.00
38/39	Measure A		\$200,000.00	\$2,020,000.00
39/40	Measure A		\$200,000.00	\$2,220,000.00
40/41	Measure A		\$200,000.00	\$2,420,000.00
41/42	Ladder 26	\$2,000,000.00	\$200,000.00	\$620,000.00

Capital Equipment Schedule

Orland Public Works FY21/22

Scheduled, funded, and unfunded with allocations

Item description		W / S / St / A /M.A.D.	new / replacement / safety	Age	Water	Sewer	Streets	GenFund	Meas-A	Total
	FUNDED									
1	Road repair equipment crack filler etc.	W/S/St	new	new			\$ 58,000			\$ 58,000
2	Shop lifts to outfit new shop safety	W/S/A	new/safety	new						
3	Shop column lift	W/S/A	new/safety	new	\$ 8,000	\$ 8,000			\$ 8,000	\$ 24,000
4	F250 service truck	W/S/St	rep	29yrs	\$ 20,000	\$ 20,000	\$ 8,000			\$ 48,000
5	Concrete batch system	W/S/St	new	new	\$ 90,000	\$ 90,000	\$ 20,000			\$ 200,000
6	F350 service truck	W/S/St	rep	28yrs	\$ 22,000	\$ 22,000	\$ 9,000			\$ 53,000
7	Dump truck (CARB reqd)	W/S/St	rep	31 yrs	\$ 36,000	\$ 36,000	\$ 18,000			\$ 90,000
8	Shop heaters	W/S/A	new	new	\$ 8,000	\$ 8,000			\$ 7,000	\$ 23,000
	FUNDED Subtotal				\$ 184,000	\$ 184,000	\$ 113,000	\$ -	\$ 15,000	\$ 496,000
	UNFUNDED as of July 1									
9	F350 flatbed park maint truck	W/S/GF	rep	44yrs	\$ 16,000	\$ 16,000		\$ 16,000		\$ 48,000
10	Wheeled loader	W/S/St	rep	19 yrs	\$ 60,000	\$ 60,000				\$ 120,000
11	City Admin vehicle	W/S/GF	rep	11 yrs	\$ 10,000	\$ 10,000		\$ 10,000		\$ 30,000
12	Building Inspector vehicle	GF	rep	12 yrs				\$ 25,000		\$ 25,000
	UNFUNDED Subtotal				\$446,000	\$446,000	\$168,000	\$51,000	\$22,000	\$1,133,000
	SCHEDULED Total				\$630,000	\$630,000	\$281,000	\$51,000	\$37,000	\$1,629,000

W - Water Fund; S = Sewer Fund; St = Street Funds; GF = GenFund; A = Measure A Public Safety

K:\city finance\budgets\2021-22 budget

**CITY OF ORLAND OBJECTIVES FY 21-22
FUNDED PROJECTS & CAPITAL OUTLAYS**

1st DRAFT for FY 22

Priorities	More Important	Less Important
More Urgent	<p>Radio dispatch system phase 2 upgrade \$120k ARPA+Meas A</p> <p>Engineering design for water storage, well, test wells (State Revolving Fund Planning Funds) \$250k</p> <p>Complete upgrade SR32/M½ lift station \$45k</p> <p>Repair / replace Lely field lighting \$15-300k</p> <p>Overlay Shasta Street \$116k</p> <p>Engineering design of traffic signal and intersection Newville/Commerce \$80k</p>	<p>Complete Rec Trail phase II (State Parks grant) <i>pending grant</i></p> <p>Housing Elem, VMT/Safety Elem/EJ Gen Plan Update <i>grant funded</i></p> <p>ADA improvements for Library \$80k - ARPA</p> <p>Implement SCADA for Sewer System \$40k</p>
Less Urgent	<p>Site Plan and budget future Public Safety Facility \$30k</p> <p>Replace 15 oldest fire hydrants \$40k</p> <p>Set plan w/funding agreements for brine ponds \$20k</p> <p>Add meter for industrial ponds inflow \$10k</p> <p>Create flexible 10-year fiscal forecast tool N/A</p>	<p>Build Pump Track (Parks impact fees) \$15k</p> <p>Restore Lollipop Land/Castle restroom (DIF) \$10k</p>

Attachment B

UNFUNDED OBJECTIVES, PROJECTS & CAPITAL OUTLAYS

Expenditures deferred pending availability of funding—not necessarily in order of priority

Deferred to future years:

Upgrade softball fields fencing, grading	Parks – GenFund or Parks DIF	\$ TBD
Replace City Manager vehicle	Allocated	\$ 25k
Replace Building Inspector vehicle	GenFund-Building	\$ 25k
Multi-tenant freeway sign	Offset by future rent revenue	\$200k
Welcome to Orland sign – east entrance SR32	GenFund	\$ 20k
GIS inventory for Public Works infrastructure	Allocated	\$ 20k
Water main infrastructure upgrades (Design of multiple projects)	TBD	\$100k
Road M-1/2 Street Improvements (design of improvements)	State Funded - STIP FY22/23	\$ 70k

CITY OF ORLAND
2021-2022 DRAFT Budget - Measure A Public Safety Sales Tax Fund
 REVENUE & EXPENDITURES

Anticipated Revenues FY 21-22:

\$ 1,050,000

Budgeted Expenditures:

Fire:	Ladder truck payment (sixth annual payment)	\$ 77,000	
	Facility & Equipment Maint & Improvements*	\$ 50,000	
	Volunteer Support*	\$ 40,000	
	SCBA, Turnouts*	\$ 48,000	
	Communications -- pagers, dispatch*	\$ 40,000	
	Radio repeater project	\$ 30,000	
	Potential VGA grant match for radios	\$ 20,000	
	Travel and Training	\$ 15,000	
	Fuel	\$ 7,000	
	Set aside for fire apparatus replacement schedule	\$ 200,000	
	Set aside for future public safety facility	\$ -	
		<hr/>	
	* = shared with Rural		\$ 527,000

Police:	Patrol vehicle loan payments (no new purchases)	\$ 115,000	
	Patrol vehicle maintenance	\$ 25,000	
	Police Communications -- Dispatch and Radios	\$ 105,000	
	Police rifles, road emergency and medical equipment	\$ 40,000	
	Maint renewals for specialized equipment	\$ 16,000	
	Radio repeater project	\$ 30,000	
	Watchguard Cloud Services, software and licensing, warranties renewals	\$ 25,000	
	FirstNet	\$ 9,000	
	CSO Truck replacement	\$ 60,000	
		<hr/>	
			\$ 425,000

Public Works:	Fire hydrants, safety equipment, road signs	\$ 120,000	
	Capital per equip replacement schedule	\$ 15,000	
		<hr/>	
			\$ 135,000

Total Budgeted Allocations 2021-2022:

\$ (1,087,000)

Balance: \$ (37,000)

CITY OF ORLAND
2021-2022 DRAFT Budget - Measure A Public Safety Sales Tax Fund
 FUND BALANCE

Audited Fund Balance: June 30, 2020	\$ 817,636
Original FY20-21 Budget, Revenues	\$ 995,000
Changes (+ ARPA fiscal stabilization)	\$ 100,000
Original FY20-21 Budget, Expenditures	\$ (977,300)
Adjustments for projection 4-30-20	\$ -
 FY21 Net change	 \$ 117,700
	<u>\$ 935,336</u>
 Projected Fund Balance: June 30, 2021	
Anticipated Revenues FY21-22:	\$ 1,050,000
+ ARPA fiscal stabilization	\$ 100,000
 Budgeted Expenditures FY21-22:	 \$ (1,087,000)
 Budgeted Fund Balance, June 30, 2022	 <u>\$ 998,336</u>
 Purchase of Apparatus (Cash)	 \$ -
 Projected Fund Balance, June 30, 2022	 <u><u>\$ 998,336</u></u>

Set Asides (S/A)

	Set Aside in Prior Years	Set Aside FY 2021-22	Sub-total Set Aside	Purchase from S/A	Reserve Balance	
Set aside for future Public Safety apparatus & equipment	\$ 408,000	\$ 177,000	\$ 585,000	\$ -	\$ 585,000	
Set aside for future Public Safety facility	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ 100,000	
Balance of set asides			\$ 685,000	\$ -	\$ 685,000	\$ 685,000

Available Fund Balance after set asides, June 30, 2022	\$ 313,336
--	------------

City of Orland
2021-2022 Budget - General Fund Revenues
 (Not Including Measure A Safety Fund)

Revenue Source	2019-2020 Actual	2020-2021 Adopted Budget	2020-2021 Projected Revenues	2021-2022 Proposed Budget
Taxes				
Property Taxes	\$1,683,271	\$1,653,000	\$1,752,000	\$1,828,000
Sales Tax	1,973,732	2,027,000	2,000,000	2,166,000
Less Allocation to County		(7,500)		
Prop 172/Public Safety Augmentation	23,318	19,000	23,007	23,000
SLESA Public Safety	155,917	140,000	148,103	148,000
Business Licenses	24,054	22,500	23,793	24,000
Hotel User's Tax (TOT)	76,535	42,000	70,481	72,000
Fines, Forfeitures and State Mandated Cost Reimb.	0	20,000		
Investment Income	0	3,500	2,000	2,000
Rents and Royalties	52,590	55,000	55,520	56,000
Franchise Fees	152,288	155,000	157,621	210,000
Solar CREBS Credit, General Fund Portion	7,405	15,000	7,155	7,500
Inter Governmental				10,000
Library Allocation (County)	67,500	78,000	67,500	78,000
Library Allocation (City of Willows)	82,713	81,741	81,746	84,000
Fire Chief Allocation (County)			60,000	124,000
Fire Dept. Fleet Maint. Reimbursement (County)			10,000	20,000
Charges for Services				
Planning	22,118	8,000	18,184	15,000
Building Permits and Related Charges	65,369	100,000	69,622	85,000
Library Fees	1,514		1,191	
Green Waste Fees	15,667	15,000	18,081	18,000
Recreation, Park & Swim Programs	53,516	23,750	31,407	55,000
Other Revenues and One Time Monies	577,652	10,000	82,074	0
ARPA Fiscal Stabilization			200,000	200,000
Administrative Allocation to Enterprise Funds	329,000	231,946	231,946	235,000
Totals	\$5,364,159	\$4,692,937	\$5,111,431	\$5,460,500

City of Orland
2021-2022 Budget- Summary General Fund Expenditures By Department
 Department Detailed Expenditures in Following Sections

Department	2020-2021 Budgeted Expenditures	2020-2021 Projected Expenditures	2021-2022 Budgeted Expenditures
City Council	\$ 58,080	\$ 58,080	\$ 50,170
City Manager	\$ 247,941	\$ 247,941	\$ 270,734
City Clerk	\$ 145,076	\$ 145,076	\$ 156,961
City Accounting	\$ 211,501	\$ 211,501	\$ 246,734
City Attorney	\$ 49,000	\$ 49,000	\$ 49,000
City Planning	\$ 91,000	\$ 152,180	\$ 155,270
City Police	\$ 2,084,755	\$ 2,084,755	\$ 2,279,708
City Fire	\$ 187,468	\$ 187,468	\$ 236,658
City Building Inspection	\$ 129,139	\$ 129,139	\$ 131,280
City Engineer	\$ 27,000	\$ 27,000	\$ 27,000
City Facilities Maintenance	\$ 97,435	\$ 137,435	\$ 351,706
City Streets	\$ 135,675	\$ 135,675	\$ 148,976
City Parks Maintenance	\$ 243,652	\$ 224,652	\$ 253,288
City Fleet Maintenance, After Allocation to Police and Fire	\$ 88,926	\$ 228,298	\$ 110,917
City Recreation/ City Pool	\$ 298,745	\$ 281,945	\$ 319,864
City Library	\$ 543,218	\$ 543,218	\$ 565,578
General Fund Portion of Debt Service (*)	\$ 81,350	\$ 104,543	\$ 104,543
	<u><u>\$ 4,719,961</u></u>	<u><u>\$ 4,947,906</u></u>	<u><u>\$ 5,458,386</u></u>

Debt Service Excludes PERS Pension Obligation Bonds and PERS Unfunded Liabilities which are included in individual departments

City of Orland
2021-2022 Budget -- General Fund Summary and Projections
 (Not Including Measure A Public Safety Fund)

Audited Fund Balance, June 30, 2020	\$	1,571,603		
Less: Included in Measure A	\$	(817,636)		
Recognized Fund Balance: June 30, 2020			\$	753,967

2020-2021, PROJECTED:

Original Budget, Revenues	\$	4,692,937		
Changes	\$	418,494		
Original Budget, Expenditures	\$	(4,719,961)		
Changes	\$	(227,945)		
Projected Fund Balance: June 30, 2021			\$	917,492

2021-2022, Budgeted

Anticipated Revenues including ARPA	\$	5,460,500		
Budgeted Expenditures including ARPA	\$	(5,458,386)		
Revenue Over/(Under) Expenditures:	\$	2,114		
Budgeted Fund Balance: June 30, 2022			\$	919,606

Budgeted General Fund Reserve Expressed as a Percentage of Budgeted Expenditures	<u>16.8%</u>
--	--------------

	Percentage of Budgeted Expenditures	
Minimum Acceptable General Fund Reserve	25%	\$ 1,364,596
(Under)/Over Acceptable General Fund Reserve		\$ (444,991)
Desired General Fund Reserve	50%	\$ 2,729,193
(Under)/Over Desired General Fund Reserve		\$ (1,364,596)

City Council
2021-2022 Budget
Fund 00, Department 5010

Object Code	Description	2019-2020 Actual	2020-2021 Budget	2020-2021 Projected	2021-2022 Proposed
013	City Council Members' Stipends	14,800	17,000	17,000	17,000
110	Office Expenses	1,083	1,200	1,200	1,200
120	Special Dept.	8,008			
120	Special Dept. - Chamber of Commerce	16,875	11,250	11,250	11,250
545	Special Dept.- Façade/Signage Cost Share	4,300	10,000	10,000	
122	Special Department Expense - Technology Upgrades	2,773	3,480	3,480	5,570
150	Publications	1,028	1,000	1,000	1,000
160	Communications	193	600	600	600
240	Membership, Other	5,211	4,900	4,900	4,900
240	Membership (3Core)	5,500	5,500	5,500	5,500
122	Website Hosting and Maintenance	0	0	0	0
250	Travel/Training	4,053	2,000	2,000	2,000
280	Insurance/Bonds	984	1,150	1,150	1,150
640	Capital Improvements	205,032			
	Other	5,620			
	Sub total	275,460	58,080	58,080	50,170
Total General Fund Appropriations		\$ 275,460	\$ 58,080	\$ 58,080	\$ 50,170

City Manager
2021-2022 Budget
Fund 00, Department 5050

Object Code	Description	2019-2020	2020-2021	2020-2021	2021-2022
		Actual	Budget	Projected	Proposed
010-045	Salaries and Benefits	\$ 187,313	\$ 180,422	\$ 180,422	\$ 198,345
	PERS Unfunded liability	22,665	35,008	35,008	38,776
110	Office Expenses	2,343	2,000	2,000	2,000
120	Special Departmental	561			
122	Special Departmental-Technology Upgrades	6,393	3,480	3,480	5,570
160	Communications	1,323	1,000	1,000	1,000
210	Professional and Contract Services	1,399	3,000	3,000	2,000
240	Membership and Dues	1,523	1,500	1,500	1,500
250	Travel/Training	1,633	2,000	2,000	2,000
270	Fuel	1,295	800	800	1,200
275	Opportunity Zone Project		1,000	1,000	0
280	Insurance/Bonds	7,800	9,350	9,350	9,350
640	Capital Improvements	41,075			
	Other	17,823			
	Sub total	293,146	239,560	239,560	261,741
291	Pension Obligation Debt Service	8,381	8,381	8,381	8,993
Total General Fund Appropriations		\$ 301,527	\$ 247,941	\$ 247,941	\$ 270,734

City Clerk
2021-2022 Budget
Fund 00, Department 5020

Object Code	Description	2019-2020	2020-2021	2020-2021	2021-2022
		Actual	Budget	Projected	Proposed
010-045	Salaries and Benefits	\$ 117,607	98,271	98,271	119,604
	PERS unfunded liability	\$ 1,284	16,569	16,569	11,709
110	Office Expenses	3,061	2,500	2,500	2,500
120	Special Departmental - Other	462	1,000	1,000	1,000
122	Special Departmental - Technology Upgrades	2,684	3,480	3,480	5,570
125	Election Charges	0	7,000	7,000	0
150	Advertising	48	100	100	100
160	Communications	853	1,000	1,000	1,000
200	Equipment Maintenance		0	0	0
210	Professional and Contract Services	6,357	6,000	6,000	6,000
240	Membership and Dues	215	200	200	200
242	Filings	120			0
250	Travel/Training	399	200	200	200
280	Insurance/Bonds	3,644	4,350	4,350	4,350
	Sub total	136,734	140,670	140,670	152,233
291	Pension Obligation Debt Service	4,406	4,406	4,406	4,728
Total General Fund Appropriations		\$ 141,140	\$ 145,076	\$ 145,076	\$ 156,961

City Attorney
2021-2022 Budget
Fund 00, Department 5040

Object Code	Description	2019-2020	2020-2021	2020-2021	2021-2022
		Actual	Budget	Projected	Proposed
210	Professional Services - Retainer	50,105	47,000	47,000	47,000
	Other		2,000	2,000	2,000
	Sub total	50,105	49,000	49,000	49,000
Total General Fund Appropriations		\$ 50,105	\$ 49,000	\$ 49,000	\$ 49,000

City Accounting Department
2021-2022 Budget
Fund 00, Department 5030

Object Code	Description	2019-2020	2020-2021	2020-2021	2021-2022
		Actual	Budget	Projected	Proposed
010-045	Salaries and Benefits	153,713	140,331	140,331	152,884
	PERS Unfunded liability	20,293	3,420	3,420	13,497
110	Office Expenses/ Bank Fees	8,359	2,500	2,500	2,500
120	Special Departmental - Other	1,425			
122	Special Departmental - Technology Upgrades	6,393	3,480	3,480	5,570
150	Publications				
160	Communications	960	1,000	1,000	1,000
210	Professional Services-Consultant	22,746	20,000	20,000	30,000
223	Professional Services - Independent Audit	26,700	27,000	27,000	27,000
210	Professional Services - Other	2,500	3,000	3,000	3,000
224	Professional Services - PERS GASB 68	1,650	3,000	3,000	3,000
240	Memberships	110	250	250	250
250	Travel/Training	409	500	500	500
	Sub total	245,258	204,481	204,481	239,201
291	Pension Obligation Debt Service	7,020	7,020	7,020	7,533
Total General Fund Appropriations		252,278	211,501	211,501	246,734

City Planning Department
2021-2022 Budget
Fund 00, Department 5060

Object Code	Description	2019-2020	2020-2021	2020-2021	2021-2022
		Actual	Budget	Projected	Proposed
110	Office Expenses	3,854	3,000	3,000	3,000
122	Special Departmental-Technology Upgrades	6,393	3,480	3,480	5,570
120	Special Departmental-other	1,577	3,000	3,000	3,000
150	Publications	1,635	2,000	2,000	2,000
160	Communications	893	700	700	700
210	Professional and Contract Services	131,971	58,820	120,000	120,000
210	Contract Services - Chico State GIS		10,000	10,000	11,000
210	City Contribution to LAFCO		10,000	10,000	10,000
232	Filing Fees				
250	Travel/Training		0	0	0
	Sub total	146,323	91,000	152,180	155,270
Total General Fund Appropriations		\$ 146,323	\$ 91,000	\$ 152,180	\$ 155,270

City Police
2021-2022 Budget
Funds 00 and 04, Departments 5110 and 5115

PETE's NOTES
and ADJUST.

Object Code	Description	2019-2020 Actual	2020-2021 Budget	2020-2021 Projected	2021-2022 Proposed
010-045	Salaries and Benefits	\$ 1,605,428	1,513,014	1,513,014	1,643,914
	PERS unfunded liability	\$ 159,496	177,060	177,060	209,402
110	Office Expenses	3,926	5,500	5,500	5,500
120	Special Dept. Expense - Supplies	10,177	30,000	30,000	30,000
122	Special Department-Technology Upgrades	17,646	4,000	4,000	30,570
160	Communications	3,140			
200	Equipment and Building Maintenance	533			
210	Professional and Contract Services	39,773	30,000	30,000	30,000
222	Animal Control Services from Glenn County	55,000	55,000	55,000	55,000
240	Membership and Dues	628	900	900	900
250	Travel/Training	17,704	20,000	20,000	20,000
270	Fuel	48,373	42,000	42,000	42,000
280	Insurance/Bonds	64,134	76,900	76,900	76,900
285	Interest and Debt Service Expense				
	Fleet Maintenance Allocation		60,000	60,000	60,000
	Sub total		2,014,374	2,014,374	2,204,186
550	Capital Outlay				
291	Pension Obligation Debt Service	70,381	70,381	70,381	75,522
Total General Fund Appropriations		\$ 2,096,339	\$ 2,084,755	\$ 2,084,755	\$ 2,279,708

What Roy inputted excludes General Fund

(25k originally - Rebecca Added 5570 to include M&I Organization wide costs)

Roy is not sure why this was not done 19-20

CSO Truck moved to Measure A

City Fire
2021-2022 Budget
Fund 00, Department 5120
(Not Including Measure A Public Safety Fund)

Object Code	Description	2019-2020	2020-2021	2020-2021	2021-2022
		Actual	Budget	Projected	Proposed
010-045	Salaries and Benefits*	104,000	132,805	132,805	164,346
	PERS unfunded liability	343	555	555	555
045	Workers' Compensation Insurance (Volunteers)	11,256	11,008	11,008	12,157
110	Office Expenses	293	1,000	1,000	1,000
120	Special Departmental-other	(2,158)			
122	Special Departmental-Technology Upgrades	3,171	1,500	1,500	1,500
160	Communications - Dispatch	-20,288			
170	Utilities	2,580	4,000	4,000	6,500
190	Building Maintenance				
200	Equipment Maintenance				
210	Professional and Contract Services	15,402	12,000	12,000	1,000
250	Travel/Training	38	0	0	0
270	Fuel	5,890	0	0	0
280	Insurance/Bonds	8,016	9,600	9,600	9,600
	Fleet Maintenance Allocation**		15,000	15,000	40,000
	Maintenance and Operations	128,543	187,468	187,468	236,658
550	Capital Outlay	80,793			
Total General Fund Appropriations		\$ 209,336	\$ 187,468	\$ 187,468	\$ 236,658

City Building Inspection & Code Enforcement

2021-2022 Budget

Fund 00, Department 5070

ject Code	Description	2019-2020 Actual	2020-2021 Budget	2020-2021 Projected	2021-2022 Proposed
010-045	Salaries and Benefits	\$ 26,284	42,555	42,555	41,794
	PERS Unfunded Liability	80	95	95	97
110	Office Expenses	4,564	2,300	2,300	2,300
120	Special Department Expense	2,352	2,000	2,000	2,000
122	Special Department Expense - Technology Upgrades	11,893	3,480	3,480	5,570
160	Communications and Public Notices	1,374	1,400	1,400	1,400
200	Equipment Maintenance and Leases	20	200	200	200
210	Professional Services (Plan Review)	8,490	23,000	23,000	23,000
220	Contract Services (Inspection)	46,391	52,000	52,000	52,000
240	Dues and Memberships	50			200
250	Training and Travel	554			500
270	Gasoline	563	600	600	600
	Other				
	Subtotal	102,615	127,630	127,630	129,661
291	Pension Obligation Debt Service	1,509	1,509	1,509	1,619
	Total General Fund Appropriations	\$ 104,124	\$ 129,139	\$ 129,139	\$ 131,280

City Engineer
2021-2022 Budget
Fund 00, Department 5160

Object Code	Description	2019-2020 Actual	2020-2021 Budget	2020-2021 Projected	2021-2022 Proposed
210	Engineering Services	30,619	27,000	27,000	27,000
	Sub total	30,619	27,000	27,000	27,000
Total General Fund Appropriations		\$ 30,619	\$ 27,000	\$ 27,000	\$ 27,000

City Facilities Maintenance
2021-2022 Budget
Fund 00, Department 5190

Object Code	Description	2019-2020	2020-2021	2020-2021	2021-2022
		Actual	Budget	Projected	Proposed
010-045	Salaries and Benefits	\$ 98,949	56,375	56,375	89,260
	PERS unfunded liability	\$ 3,477	4,802	4,802	4,955
110	Office Expenses	1,508	750	750	1,000
120	Special Department Expense	355	2,500	2,500	2,600
170	Utilities	9,601	10,000	10,000	10,500
190	Miscellaneous Supplies and Services	23,022	15,500	15,500	16,500
280	Insurance/Bonds	1,896	2,250	2,250	2,500
640	Capital Improvements		40,000	40,000	220,000
	(Roofs, Sidewalks, Painting & Waterproofing)				
	Sub total	138,808	132,177	132,177	347,315
540	Improvements	1,281	2000	2000	2000
546	Library and Carnegie Center ADA upgrades	1,439	1,000	1,000	
291	Pension Obligation Debt Service	2,258	2,258	2,258	2,391
Total General Fund Appropriations		\$ 143,786	\$ 137,435	\$ 137,435	\$ 351,706

City Streets Maintenance
General Fund Portion
2021-2022 Budget
Fund 00, Department 5170

Object Code	Description	2019-2020	2020-2021	2020-2021	2021-2022
		Actual	Budget	Projected	Proposed
010-045	Salaries and Benefits	\$ 63,284	247,736	247,736	229,279
	PERS Unfunded liability	\$ 11,306	14,696	14,696	15,069
	Less: Gasoline Tax Wages & Benefits		(150,000)	(150,000)	(120,000)
120	Special Departmental	2,996	2,000	2,000	2,100
140	Uniforms	2,049	1,000	1,000	1,100
200	Equipment Maintenance	(7,200)			
280	Insurance/Bonds	7,944	9,500	9,500	9,900
	Sub total	80,379	124,932	124,932	137,448
291	Pension Obligation Debt Service	10,743	10,743	10,743	11,528
Total General Fund Appropriations		\$ 91,122	\$ 135,675	\$ 135,675	\$ 148,976

Note: The majority of the City's street costs are paid through the Highway Users Tax special revenue fund which is shown separately on page 29.

City Parks Maintenance
2021-2022 Budget
Fund 00, Department 5250

Object Code	Description	2019-2020	2020-2021	2020-2021	2021-2022
		Actual	Budget	Projected	Proposed
010-045	Salaries and Benefits	\$ 159,539	138,678	138,678	164,895
	PERS Unfunded liability	\$ 15,170	17,517	17,517	18,057
110	Office Expenses	155	100	100	150
120	Dept. Expenses - Repair, Supplies & Services	22,290	49,000	30,000	30,000
140	Uniforms	2,050	600	600	650
160	Communications	172	500	500	550
170	Utilities	2,796	1,800	1,800	1,900
200	Equipment Maintenance & Lease	10,106	7,500	7,500	10,000
250	Training and Travel	80			
280	Insurance/Bonds	4,880	5,900	5,900	7,000
270	Fuel		1,000	1,000	1,050
560	Tree Replacement		1,000	1,000	2,000
	Other	1274			
	Sub total	218,512	223,595	204,595	236,252
291	Pension Obligation Debt Service	6,557	6,557	6,557	7,036
640	Capital Outlay		13,500	13,500	10,000
Total General Fund Appropriations		\$ 225,069	\$ 243,652	\$ 224,652	\$ 253,288

**City Fleet Maintenance
2021-2022 Budget**

Fund 00, Department 5180-5183

Object Code	Description	2019-2020 Actual	2020-2021 Budget	2020-2021 Projected	2021-2022 Proposed
010-045	Salaries and Benefits	\$ 191,809	63,628	200,000	81,029
	PERS unfunded liability	\$ 96	146	146	179
110	Office Expenses				
120	Special Department Expense, Police	27,840	60,000	60,000	62,500
120	Special Department Expense, Fire	26,742	15,000	15,000	40,000
120	Special Department Expense, Public Works	47,694	20,000	20,000	21,000
170	Utilities	-	3,000	3,000	3,200
200	Equipment Maintenance, Other	3,432	3,000	3,000	3,200
291	Pension Obligation Debt Service	2,152	2,152	2,152	2,309
	Sub total	299,765	166,926	303,298	213,417
	Allocation of Expenditures to Specific Departments:				
	Police		(60,000)	(60,000)	(62,500)
	Fire		(15,000)	(15,000)	(40,000)
Total Non Allocated General Fund Appropriations		\$ 299,765	\$ 91,926	\$ 228,298	\$ 110,917

**City Recreation and Pool
2021-2022 Budget**

Fund 00, Departments 5260 and 5261

Object Code	Description	2019-2020 Actual	2020-2021 Budget	2020-2021 Projected	2021-2022 Proposed
010-045	Salaries and Benefits	\$ 207,232	172,821	172,821	175,281
	PERS unfunded liability	\$ 5,033	19,261	19,261	19,652
110	Office Expenses	2,822	2,600	2,600	2,600
120	Dept. Expenses - Recreation	16,828	18,000	5,000	12,000
120	Dept. Expenses - Pool related	25,264	5,000	23,000	30,000
122	Special Department-Tech (+RecDesk)	6,393	3,480	3,480	8,970
160	Communications	1,536	3,200	3,200	2,200
170	Utilities	8,639	8,000	6,000	8,000
170	Utilities - Pool related	9,269	9,000	7,000	7,000
190	Building Maintenance	1,579	2,000	2,000	2,000
200	Equipment Maintenance	672	200	200	200
210	Professional and Contract Services	6,285	6,000	6,000	1,200
270	Gas and Oil	1,337	2,000	2,000	1,700
280	Insurance/Bonds	8,456	10,100	10,100	10,100
450/460	Pool Supplies and Water Treatment	25,441	27,800	10,000	29,000
	Other	963			
	Sub total	327,749	289,462	272,662	309,903
540	Capital Outlay				
291	Pension Obligation Debt Service	9,283	9,283	9,283	9,961
	Total General Fund Appropriations	\$ 337,032	\$ 298,745	\$ 281,945	\$ 319,864

City Library
2021-2022 Budget
Fund 00, Department 5200

Object Code	Description	2019-2020 Actual	2020-2021 Budget	2020-2021 Projected	2021-2022 Proposed
010-045	Salaries and Benefits	\$ 371,274	405,530	405,530	416,859
	PERS unfunded liability	\$ 54,627	59,522	59,522	62,161
110	Office Expenses	3,728	4,500	4,500	4,500
120	Special Department Expense	7,747	10,500	10,500	10,500
122	Special Department-Technology Upgrades	1,033	3,250	3,250	5,570
160	Communications	2,477	2,000	2,000	2,000
170	Utilities	13,504	10,000	10,000	13,000
200	Equipment Maintenance	1,608	2,200	2,200	4,000
210	Professional and Contract Services	8,588	8,000	8,000	8,000
250	Travel/Training	1,800	2,400	2,400	2,400
280	Insurance/Bonds	14,940	17,900	17,900	17,900
	Sub total	481,326	525,802	525,802	546,890
	ADA Corrections, Library Facilities				
	Capital Outlay				
	Pension Obligation Debt Service	17,416	17,416	17,416	18,688
	Total General Fund Appropriations	\$ 498,742	\$ 543,218	\$ 543,218	\$ 565,578

City of Orland Street Funds -- Gas Tax
2021-2022 Budget

	HUTA and RSTP Fund	STIP Fund	S.B. 1 Road Maint. Rehab Fund
Audit Balance, June 30, 2020	\$ 69,350	\$ -	\$ 258,670
Anticipated Revenues, 2020-2021	\$ 296,800	\$ 545,000	\$ 148,782
Budgeted Expenditures, 2020-2021	\$ (295,800)	\$ (545,000)	\$ (337,840)
Projected Fund Balances at June 30, 2021	<u>\$ 70,350</u>	<u>\$ -</u>	<u>\$ 69,612</u>
2021-22 BUDGET			
Estimated HUTA Apportionments Payable -- State of CA	\$ 210,000		\$ 162,000
Projected RSTP Revenues	\$ 100,000		
Projected STIP Revenues			
Total Projected Revenues	<u>\$ 310,000</u>	<u>\$ -</u>	<u>\$ 162,000</u>
City Engineer and Other Administrative Costs			
Street Wages & Benefits Allocation	\$ 120,000		
Street Lighting and Utilities Allocation	\$ 75,000		
Road Patching and Sealing (SB-1 Shasta Street)	\$ 40,000		\$ 46,000
Planning for Road M1/2 Construction			\$ 70,000
Equipment Maintenance			
Street Related Capital Additions	\$ 113,000		
Public Works Related Debt Service			
Repair commercial routes in the downtown area			\$ 46,800
Total Budgeted Expenditures	<u>\$ 348,000</u>	<u>\$ -</u>	<u>\$ 162,800</u>
Projected Balance at June 30, 2022	<u>\$ 32,350</u>	<u>\$ -</u>	<u>\$ 68,812</u>

CITY OF ORLAND
CITY COUNCIL AGENDA ITEM #: 8.D.

MEETING DATE: May 3, 2021

TO: Honorable Mayor and Council

FROM: Ed Vonasek, Public Works Director

SUBJECT: Resolution Listing 21/22 Projects Funded by SB1: The Road Repair and Accountability Act

The City of Orland must develop a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1.

BACKGROUND

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 was passed by the Legislature and signed into law in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide. SB1 includes accountability and transparency provisions that will ensure the residents of Orland are aware of the projects proposed for funding and which projects have been completed each fiscal year.

DISCUSSION

The City will receive approximately \$162,944 in the next SB1 funding cycle. These funds will be used to supplement monies received from the 20/21 cycle to repair commercial routes in the Fourth/Fifth Street downtown area and reconstructing a portion of Shasta Street from Papst Avenue to Sixth Street. An additional project, planning for the rehabilitation of Road M ½ from State Route 32 to Bryant Avenue, has been added.

Attachment:

A. Resolution 2021-08

RECOMMENDATION

Adopt Resolution 2021-08 and authorize the City Manager or his designee to submit to the California Transportation Commission the City's 2021/2022 SB1 project list.

Fiscal Impact of Recommendation: None

RESOLUTION NO. 2021-09

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

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

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

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

WHEREAS, the City, will receive an estimated \$162,944 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

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

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

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

WHEREAS, the funding from SB 1 will help the City repair local commercial routes in the downtown area, reconstruct a portion of Shasta Street between Papst Avenue and Sixth Street and develop plans for the rehabilitation of Road M ½ between State Route 32 and Bryant Street; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an at-risk condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an excellent condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2021-22 Road Maintenance and Rehabilitation Account revenues:

Prepare plans for the rehabilitation of Road M1/2 from State Route 32 to Bryant Street; the plan will be produced to include Pavement Rehab/Repair (Existing), Sidewalk and/or crosswalk rehab/repair (existing), ADA Curb ramp Rehab/Repair (Existing) and repairs to culvert (Existing). Plans to be completed by 2022. Anticipated year of construction: 2023.

3. The following previously proposed and adopted projects may utilize fiscal year 2021-22 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Repair commercial routes in the downtown area bordered by Walker Street to the north, Colusa Street to the south, Sixth Street to the west and Third Street to the east; This project will include: ADA Curb Ramp Rehab/Repair (Existing), Pavement Rehab/Repair (Existing) and Sidewalk and/or Crosswalk Rehab/Repair (Existing). Estimated useful life: 15 years at a minimum, 20 years at a maximum. Anticipated year of construction: 2020.

Reconstruct a portion of Shasta Street between Papst Avenue and Sixth Street. This project will include ADA Curb Ramp Installation (New), ADA Curb Ramp Rehab/Repair (Existing), Pavement Rehab/Repair (Existing), Paving and/or Striping Rehab/Repair (Existing Safety), Sidewalk and/or Crosswalk Rehab/Repair (Existing). Estimated useful life: 15 years at a minimum, 20 years at a maximum. Anticipated year of construction: 2021.

PASSED AND ADOPTED by the City Council of the City of Orland, State of California this 3rd day of May 2020, by the following vote:

Ayes –
Noes-
Absent -

Bruce T. Roundy, Mayor

Attest:

Janet Wackerman, City Clerk