

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

Tuesday, September 7, 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.

This City Council meeting will be held at Carnegie Center, 912 Third Street, Orland and teleconferenced using Zoom technology in compliance with current Executive Orders. All Councilmembers and City staff will be participating in person.

The public may participate in the meeting at Carnegie Center, by telephone or access the video via Zoom.

Please call: 1 (669) 900-9128 Webinar ID#: 854 3992 8768

1. CALL TO ORDER – 6:00 P.M.
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. 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).**

B. Commission Appointments:

Economic Development Commission: one (1) vacancy with term expiring December 31, 2022.

Applicant: Mathew Romano

Planning Commission: one (1) vacancy with term expiring December 31, 2022

Applicant: Michelle Romano

5. CONSENT CALENDAR

- A. Approve Warrant List (payable obligations).
- B. Approve City Council minutes for August 16, 2021.
- C. Receive and file Planning Commission minutes of April 15, 2021
- D. Adopt Resolution 2021-18, Annual Maintenance District Fees
- E. Authorize City Manager or designee to sign environmental services contract with ECorp for the Maverik project.
- F. Authorize City Manager or designee to sign design services contract with Rolls, Anderson & Rolls for the Rd M1/2 Road Improvement Project.

Comments from the public are welcomed. The Mayor will announce the opportunity for comments related to 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.

6. PUBLIC HEARING

Pension Obligation Bond and Funding Policy (Discussion/Direction) – Pete Carr, City Manager

7. ADMINISTRATIVE BUSINESS

- A. Fiscal Report for Measure A (Discussion/Action) — Rebecca Pendergrass, Accounting Manager
- B. Mutual Assistance Agreement for Water and Wastewater (Discussion/Action) – Pete Carr, City Manager
- C. Verbal Update on Drought Conditions (Discussion/Direction)- Pete Carr, City Manager

8. CITY COUNCIL COMMUNICATIONS AND REPORTS

9. ADJOURN to CLOSED SESSION

10. CITIZEN COMMENTS ON CLOSED SESSION ITEMS

- 11. CLOSED SESSION** – Pursuant to Government Code Section 54956.8: Conference with Real Property Negotiators, the City Council will hold a Closed Session. More specific information regarding this meeting is indicated below.

PROPERTY: APN 046-290-004
AGENCY NEGOTIATOR: Pete Carr, City Manager.
NEGOTIATING PARTIES: Nancy A. Villalobos Trust.
UNDER NEGOTIATION: Price and terms of payment.

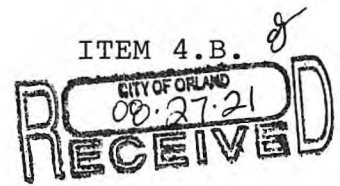
12. RECONVENE TO REGULAR SESSION.

13. REPORT FROM CLOSED SESSION.

CERTIFICATION: Pursuant to Government Code Section 54954.2(a), the agenda for this meeting was properly posted on September 2, 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 OF ORLAND
FACT SHEET FOR COUNCIL APPOINTMENT
TO COMMISSIONS, COMMITTEES AND BOARDS**

Body to which appointment is sought:

_____ Arts Commission

_____ City Council

X _____ Economic Development Commission

_____ Library Commission

_____ Parks & Recreation Commission

_____ Planning Commission

_____ Public Works Commission

_____ Safety Commission

_____ Other _____

Name Mathew Romano

Address:

Mailing

Home P

Work P

Fax: (

E-mail:

EDUCATION

High School Graduate yes GED _____ Location Orland High School

Other formal education Business Management / Finance, Brigham Young University
Juris Doctor, Arizona State University

EMPLOYMENT HISTORY

List all employment during the last five years. If retired, list last employer.

<u>Period</u>	<u>Employer (include location)</u>	<u>Position/Title</u>
<u>2005-2021</u>	<u>USI Insurance Services</u>	<u>Senior Vice President</u>
	<u>Boston, MA</u>	<u>National Complex Claims</u>
	<u>Sacramento, CA</u>	

PERSONAL DATA

Are you related to any member of the City Council, any City Board/Commission/ Committee Member or City Employee? NO. If yes, please list name and relationship:

(continued on other side)

Fact Sheet for Council Appointment
Page 2 of 2

Year you became an Orland resident. 2021

Are you a City of Orland registered voter? yes

Have you ever been convicted of a felony? NO If yes, explain.

List civic activities, clubs, associations, etc. I am new to Orland
but in my prior community I was involved in boy scouts,
youth soccer, youth basketball and baseball. Church of Jesus Christ

Briefly state your reasons for interest in the appointment sought. _____

My family have been life long residents of Glenn County
and Orland. I would like to help the city
and community to develop and provide the
best opportunities for the citizens of Orland.

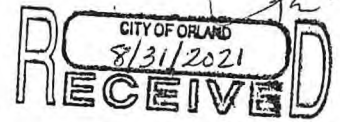
I certify that the foregoing is true and correct to the best of my knowledge.

Signature

Date: 8-26-2021

IMPORTANT: Appointees to certain commissions and boards will be required to complete a Statement of Economic Interest as required by California Government Code §87200 et seq. and the City of Orland Conflict of Interest Code.

Return form to: City Clerk
City of Orland
815 4th Street
Orland CA 95963



**CITY OF ORLAND
FACT SHEET FOR COUNCIL APPOINTMENT
TO COMMISSIONS, COMMITTEES AND BOARDS**

Body to which appointment is sought:

_____ Arts Commission

_____ City Council

Name MICHELLE ROMANO

_____ Economic Development Commission

Address:

_____ Library Commission

Mailing

_____ Parks & Recreation Commission

Home F

☒ Planning Commission

Work P

_____ Public Works Commission

Fax: (

_____ Safety Commission

E-mail:

_____ Other _____

EDUCATION

High School Graduate ☒ GED _____ Location DENTON, TX

Other formal education BS DESIGN - ASU

MARCH - ASU

EMPLOYMENT HISTORY

List all employment during the last five years. If retired, list last employer.

Period Employer (include location) Position/Title

_____ FULL TIME MOTHER _____

_____ _____

_____ _____

PERSONAL DATA

Are you related to any member of the City Council, any City Board/Commission/ Committee Member or City Employee? No. If yes, please list name and relationship:

(continued on other side)

Fact Sheet for Council Appointment
Page 2 of 2

Year you became an Orland resident. 2021

Are you a City of Orland registered voter? YES

Have you ever been convicted of a felony? NO If yes, explain.

List civic activities, clubs, associations, etc. VOLUNTEER @ SCHOOLS, CHURCH, SPORTS

Briefly state your reasons for interest in the appointment sought. ALTHOUGH I STAYED AT HOME TO RAISE MY 5 KIDS & 2 FOSTER KIDS, I USED MY DEGREE IN ARCHITECTURE TO DESIGN, BUILD, CREATE & SUPPORT A VARIETY OF CLUBS, ORGANIZATIONS & PROJECTS FOR FRIENDS & FAMILY. I HAVE JUST MOVED HERE FROM LIVING IN BOSTON FOR THE PAST 25 YEARS & AM LOOKING FOR WAYS TO VOLUNTEER IN & SUPPORT MY NEW COMMUNITY USING THE TALENTS & INTERESTS I HAVE IN BUILDING, PLANNING & DESIGN.

I certify that the foregoing is true and correct to the best of my knowledge.

Michèle Roman
Signature

Date: 8.25.21

IMPORTANT: Appointees to certain commissions and boards will be required to complete a Statement of Economic Interest as required by California Government Code §87200 et seq. and the City of Orland Conflict of Interest Code.

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**CITY MANAGER**

Peter R. Carr

WARRANT LIST

September 7, 2021

Warrant	8/31/21	\$	359,725.48
Warrant	9/2/21	\$	188,550.31
Payroll Compensation	8/12/21	\$	129,122.21
Payroll Compensation	8/26/21	\$	122,624.41
PERS(2)	8/13/21	\$	48,583.74
		\$	848,606.15

APPROVED BY

 Bruce T. Roundy, Mayor

 Jeffrey A. Tolley, Vice-Mayor

 Dennis Hoffman, Councilmember

 William "Billy" Irvin, Councilmember

 Chris Dobbs, Councilmember

REPORT.: Sep 01 21 Wednesday
RUN...: Sep 01 21 Time: 11:53
Run By.: Deysy Guerrero

CITY OF ORLAND
Cash Disbursement Detail Report
Check Listing for 08-21 thru 08-21 Bank Account.: 1001

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
054131	08/31/21	DOB01	CHRIS DOBBS	300.00	AUG 2021	CITY COUNCIL STIPEND
054132	08/31/21	FIF00	Fifth Street Thrift Store	7500.00	BUSGRANT5	BUSINESS ASSISTANCE GRANT #5
054133	08/31/21	GLE14	GLENN COUNTY	50.00	TPM202001	NOTICE OF EXEMPTION
054134	08/31/21	GOL01	GOLDEN STATE RISK	348910.00	21/22	ANNUAL INSURANCE
054135	08/31/21	HOF00	DENNIS G. HOFFMAN	300.00	AUG 2021	CITY COUNCIL STIPEND
054136	08/31/21	IRV00	BILLY IRVIN	300.00	AUG 2021	CITY COUNCIL STIPEND
054137	08/31/21	ORL12	Orland-Laurel Masonic Hal	400.00	SEPT2021	AC/RENT
054138	08/31/21	ORT04	CASANDRA ORTIZ	1365.48	8/30/21	COUNCIL/FACADE IMPROVEMENTS
054139	08/31/21	ROU00	BRUCE T. ROUNDY	300.00	AUG 2021	CITY COUNCIL STIPEND
054140	08/31/21	TOL04	JEFFREY TOLLEY	300.00	AUG 2021	CITY COUNCIL STIPEND
Cash Account Total.....:				359725.48		
Total Disbursements.....:				359725.48		
				=====		
Cash Account Total.....:				.00		

REPORT.: Sep 02 21 Thursday
 RUN....: Sep 02 21 Time: 09:13
 Run By.: Deysy Guerrero

CITY OF ORLAND
 Cash Disbursement Detail Report
 Check Listing for 09-21 thru 09-21 Bank Account.: 1001

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
054141	09/02/21	ABD00	ADVANCED DOCUMENT	203.89 376.90	INV53199 INV53201	BD-PLAN/COPIES CITYHALL/COPIES
			Check Total.....:	580.79		
054142	09/02/21	AFF00	Affordable Computer Solut	59.00	6240	FD/PRINTER NETWORK REPAIR
054143	09/02/21	AIR01	Airgas-USA, LLC	151.65	116235589	MEASURE A FD/MEDICAL OXYGEN
054144	09/02/21	ALV05	ENRIQUE ALVARADO	175.00	8/18/21	REC/LIFEGIARD RE-CERT REIMBURSEMENT
054145	09/02/21	AME00	AMERICAN FAMILY LIFE	1135.21	916102	SUPPLEMENTAL INSURANCE
054146	09/02/21	ATT05	A T & T	150.28	16869193	MEASURE A FD/PHONES
054147	09/02/21	ATT06	A T & T	873.68 138.80 23.19 23.01 272.80	8/13/21 9/16/21 16869164 16875956 8/31/2021	MULTI-DEPTS/PHONE AC/PHONE PW/HEARTLAND LIFT STATION PW/WHITEHAWK LIFT STATION PW/WELL COMMUNICATIONS
			Check Total.....:	1331.48		
054148	09/02/21	ATT07	A T & T	33.34	8/31/2021	PW/SHOP
054149	09/02/21	ATT09	AT&T MOBILITY	838.71	08102021	PD/CELL PHONE SERVICE
054150	09/02/21	ATT10	AT&T MOBILITY (FIRST NET)	98.68 144.60	08102021 8/31/2021	MEASURE A FD/PHONES CELL PHONE USAGE
			Check Total.....:	243.28		
054151	09/02/21	BAL03	THEA BALDRIDGE	225.00	8/18/21	REC/LIFEGUARD CERTIFICATION REIMBURSEMENT
054152	09/02/21	BAM00	BAMBAUER TOWING SERVICE	150.00	48422	PW/F550 TOW
054153	09/02/21	BAS00	Basic Laboratory, Inc	890.00	8/31/2021	PW/WATER LAB SERVICES
054154	09/02/21	BSN04	BSN Sports	2335.67	6823;3086	REC/SOCCER BALLS
054155	09/02/21	CAL14	Cal Signal Corp	3696.08 2025.77	8522 8533	STREETS/6TH & SOUTH ST STOPLIGHT STREETS/6TH & SOUTH ST STOPLIGHT
			Check Total.....:	5721.85		
054156	09/02/21	CES02	CESSCO, INC.	6251.18	8/31/2021	PW/EQUIPMENT PIPE SAW
054157	09/02/21	CLO03	Riley Cloyd	80.00	8/18/21	REC/LIFEGUARD RE-CERT REIMBURSEMENT
054158	09/02/21	COM02	Comcast	399.95	8222021	FD/INTERNET
054159	09/02/21	COM13	DANNY COMBS	175.00	8/18/21	REC/LIFEGUARD RE-CERT REIMBURSEMENT
054160	09/02/21	COR00	CORNING LUMBER CO., INC.	40.89	8/6/21	REC/SUPPLIES
054161	09/02/21	COR02	Corning Chevrolet Buick	731.82	767,788	FLEET/PD PARTS
054162	09/02/21	COR04	CORBIN WILLITS SYSTEMS	508.34	0C108151	MULTI-DEPTS/MONTHLY SOFTWARE SUPPORT
054163	09/02/21	CRE00	CREATIVE COMPOSITION	215.68	13331	PW/TRANSFER TAGS
054164	09/02/21	DKW00	D K Web Design	275.91	3033	WEBSITE HOSTING
054165	09/02/21	ECO01	ECORP CONSULTING, INC	10209.28	3593&3556	PROFESSIONAL SERVICES, LEAP & SB2 PROJECTS
054166	09/02/21	ESP02	Jacob Espeland	175.00	8/18/21	REC/LIFEGUARD RE-CERT REIMBURSEMENT
054167	09/02/21	FLE04	FLEMING, JOHN	2304.00	8/11-8/31	BD/INSPECTION SERVICES
054168	09/02/21	FOU05	Fountain People Inc	994.94	076341-IN	PARKS/SPLASH PAD REPLACEMENT ACTIVATOR SWITCH
054169	09/02/21	GOL01	GOLDEN STATE RISK	46209.29	81521ANC	HEALTH, DENTAL & VISION INSURANCE
054170	09/02/21	GRE01	GREG'S HEATING AND A/C	7995.00	23604	FD/MINI SPLIT HEAT PUMP CONDENSING UNIT
054171	09/02/21	HEI01	VIRGIL HEISE	100.00	812021	FD/JANITORIAL
054172	09/02/21	HOM00	HOME DEPOT CREDIT SERVICE	308.75	788,886	PW/STREET SUPPLIES
054173	09/02/21	JCN00	J.C. NELSON SUPPLY	380.29	T478351	PW-BM/CLEANING SUPPILES
054174	09/02/21	JOH05	SEAN JOHNSON	216.72	AUG 8-12	PD/LESS LETHAL TRAINING/MILEAGE
054175	09/02/21	JOH15	Johnson Controls Fire Pro	1771.63	661,830	MULTI-DEPT/FIRE EXTINGUISHER SERVICES
054176	09/02/21	JWW00	J.W. WOOD CO., INC.	58.05	703	PW/SHOP MATERIALS

REPORT.: Sep 02 21 Thursday
RUN....: Sep 02 21 Time: 09:13
Run By.: Deysy Guerrero

CITY OF ORLAND
Cash Disbursement Detail Report
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PAGE: 002
ID #: PY-DP
CTL.: ORL

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
054177	09/02/21	KAR03	CARSON KARLE	175.00	8/24/2021	REC/LIFEGUARD RE-CERT REIMBURSEMENT
054178	09/02/21	KEL01	KELLER SUPPLY COMPANY	1198.45	380	PW/MULTI-CHLOR
054179	09/02/21	KEV00	KEVIN TUPES FABRICATION	390.00	8/31/2021	PW/ALARM TESTING
054180	09/02/21	KOC01	ALI KOCHEMS	225.00	8/18/21	REC/LIFEGUARD CERTIFICATION REIMBURSEMENT
054181	09/02/21	KOC02	EMMA KOCHEMS	225.00	8/18/21	REC/LIFEGUARD CERTIFICATION REIMBURSEMENT
054182	09/02/21	LIN00	LINCOLN AQUATICS	5757.64	7263;7463	REC/CHLORINATING TABS
054183	09/02/21	LOW01	KATHERINE LOWERY	500.00 77.50	9/13-24 9/13-9/24	PD/IMPACT WEAPON TRAINING PD/IMPACT WEAPON INSTRUCTOR TRAINING
Check Total.....:				577.50		
054184	09/02/21	MAT04	MATSON & ISOM	14928.76	0024805IN	MONTHLY BILLING 8/21,EMAIL LICENSES & PD VMWARE
054185	09/02/21	MME00	Municipal Maintenance Equ	577.62	508,2003	SEWER/VACCON PARTS
054186	09/02/21	MTS00	Mt. Shasta Spring Water	38.00	414415	FD/COFFEE
054187	09/02/21	NAP00	NAPA AUTO PARTS	1545.73	8/25/21	PW/FLEET & SHOP MATERIALS
054188	09/02/21	NEC00	NEC CLOUD COMMUNICATIONS	106.11	87894	MEASURE A FD/PHONE LINES
054189	09/02/21	NOR06	NOR-MAC INC.	39.24	8470	PW/PARKS SUPPLIES
054190	09/02/21	ORH00	ORLAND HARDWARE	1576.44	8/27/2021	PW/MISC SUPPLIES
054191	09/02/21	ORO05	Holly Orozco	225.00	8/18/21	REC/LIFEGUARD CERTIFICATION REIMBURSEMENT
054192	09/02/21	ORO08	EVVEN OROZCO	175.00	8/18/21	REC/LIFEGUARD RE-CERT REIMBURSEMENT
054193	09/02/21	ORO09	ETHAN OROZCO	225.00	8/18/21	REC/LIFEGUARD CERTIFICATION REIMBURSEMENT
054194	09/02/21	ORO10	JORDAN OROZCO	225.00	8/18/21	REC/LIFEGUARD CERTIFICATION REIMBURSEMENT
054195	09/02/21	OVA01	CONNOR OVARD	225.00	8/18/21	REC/LIFEGUARD CERTIFICATION REIMBURSEMENT
054196	09/02/21	PGE00	PG&E	23319.28 8.65 160.74 21.77 68.99 10.54 174.45	8/6/21 8/24/21 0426-AUG 8/12/2021 8/19/2021 8/27/2021 8/31/2021	MULTI-DEPTS/UTILITY USAGE PW/EVA DRIVE WELL REC/RD 200 PW/WALKER ST PEDESTAL PW/TRAFFIC CONTROL REC/STANDBY POWER PW/ROAD MM LIFT STATION
Check Total.....:				23764.42		
054197	09/02/21	PHI00	AMELIA PHILLIPS	230.00	8/18/21	REC/LIFEGUARD CERTIFICATION REIMBURSEMENT
054198	09/02/21	PON01	ANA PONCE	225.00	000437	REC/POOL PARTY REFUND
054199	09/02/21	QUI02	QUILL CORP.	20.46 215.42	18721038 3524,3370	FD/MEASURE A/PAPERCLIPS, POST IT NOTES MULTI-DEPT/OFFICE SUPPLIES
Check Total.....:				235.88		
054200	09/02/21	REI03	REICHLE, BILL	57.41	8/17/21	PD/GAS REIMBURSEMENT FOR VIPS
054201	09/02/21	ROD00	ANTHONY RODRIGUES	150.00	8/21/2021	PW/BOOT REIMBURSMENT 2021
054202	09/02/21	ROL00	ROLLS, ANDERSON & ROLLS	19769.25	JUN-JUL21	CONTRACT SERVICES
054203	09/02/21	RUB02	Jennifer Rubio	175.00	8/10/21	REC/LIFEGUARD RE-CERT CLASS
054204	09/02/21	SAN00	San Diego Police Equip	1281.15	648508	PD/ALPHA ELITE VEST
054205	09/02/21	STA05	State Water Resources Con	85.00	2PAILLON	PW/WASTEWATER TREATMENT RE-EXAM
054206	09/02/21	STO02	MICHAEL STOVER	24.00	8/18/21	BUSINESS LICENSE REFUND
054207	09/02/21	SUN05	Sun Life Financial	4528.51	AUGUST 21	GAP INSURANCE
054208	09/02/21	T&S01	T AND S DVBE, INC.	296.32	21-1927	STREETS/SUPPLIES
054209	09/02/21	TIA00	TIAA COMMERCIAL FINANCE,	299.87	8/26/21	MULTI/COPIER LEASE
054210	09/02/21	TRA02	TRANSAMERICA	627.00	AUGUST 21	LIFE INSURANCE
054211	09/02/21	TUR01	Rae Turnbull	45.00	8/13/2021	AC/WEBSITE NEWSLETTER
054212	09/02/21	VAN00	VANTAGE POINT TRANSFER AG	1686.20	082621	DEF COMP PLAN 304591

REPORT.: Sep 02 21 Thursday
RUN....: Sep 02 21 Time: 09:13
Run By.: Deysy Guerrero

CITY OF ORLAND
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Check Listing for 09-21 thru 09-21 Bank Account.: 1001

PAGE: 003
ID #: PY-DP
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
054213	09/02/21	VER03	Verizon Wireless	78.63 186.00 30.54	1899 431900 886431898	REC/CELL PHONE USAGE FD MEASURE A/RESPONSE SERVICE FOR CITY ENGINE PW/SCADA COMPUTER,I-PAD; PW/LAPTOP
Check Total.....:				295.17		
054214	09/02/21	VLA04	ZOE VLACH	225.00	8/18/21	REC/LIFEGUARD CERTIFICATION REIMBURSEMENT
054215	09/02/21	WEL02	Wells Fargo Vendor Fin Se	199.34	16403270	BD-PLAN/COPIER LEASE
054216	09/02/21	WEX00	WEX BANK	47.67 1248.41 6314.96 4442.78 208.50	3602340BD 3602340FD 3602340PD 3602340PW 360234REC	BD/FUEL FD/FUEL PD/FUEL PW/FUEL REC/FUEL
Check Total.....:				12262.32		
054217	09/02/21	ZIP00	ZIPS	230.00	2257	PD/ABATEMENT TOW
Cash Account Total.....:				188550.31		
Total Disbursements.....:				188550.31		

REPORT.: 08/12/21
 RUN...: 08/12/21 Time: 15:54
 Run By.: Leticia Espinosa

CITY OF ORLAND
 Warrant Register

Warrant Number	Date	Payroll Date	**Employee** Num	Name	Actual Period	Fiscal Period	Gross Amount
14247	08/12/21	08/11/21	CLO00	CLOYD, RILEY J	08-21	02-22	14.50
14248	08/12/21	08/11/21	CLO01	CLOYD, HANNAH	08-21	02-22	371.00
14249	08/12/21	08/11/21	COM01	COMBS, DANIEL T	08-21	02-22	899.00
14250	08/12/21	08/11/21	COM02	COMBS, ALLIE	08-21	02-22	84.00
14251	08/12/21	08/11/21	FIC00	FICHTER, QUENTIN	08-21	02-22	1529.27
14252	08/12/21	08/11/21	FOS00	FOSTER, EMILY	08-21	02-22	672.00
14253	08/12/21	08/11/21	KAR00	KARLE, CARSON	08-21	02-22	311.50
14254	08/12/21	08/11/21	KRA01	KRAEMER, KATHERINE	08-21	02-22	504.00
14255	08/12/21	08/11/21	ORO02	OROZCO, EVVEN	08-21	02-22	910.00
14256	08/12/21	08/11/21	RUB00	RUBIO, JENNIFER	08-21	02-22	469.00
14257	08/12/21	08/11/21	SIL01	SILVA, SOPHIA MARIE	08-21	02-22	84.00
14258	08/12/21	08/11/21	TES00	TESTERMAN, RUBY	08-21	02-22	924.00
14259	08/12/21	08/11/21	VLA01	VLACH, ETHAN	08-21	02-22	773.50
14260	08/12/21	08/11/21	WAT01	WATHEN, CELESTINA S	08-21	02-22	70.00
14261	08/12/21	08/11/21	WAT03	WATHEN, AIDEN	08-21	02-22	154.00
14262	08/12/21	08/11/21	WAT04	WATHEN, MIDASIA	08-21	02-22	28.00
Z04112	08/12/21	08/11/21	ALV00	ALVARADO, ENRIQUE	08-21	02-22	476.00
Z04113	08/12/21	08/11/21	ALV01	ALVA, MICAELA	08-21	02-22	1760.12
Z04114	08/12/21	08/11/21	AND00	ANDRADE, EDGAR	08-21	02-22	2642.29
Z04115	08/12/21	08/11/21	BAL00	BALDRIDGE, THEA	08-21	02-22	217.00
Z04116	08/12/21	08/11/21	BEL00	BELTER, ANNIE	08-21	02-22	392.00
Z04117	08/12/21	08/11/21	CAR02	CARMON, GRANT E	08-21	02-22	3514.35
Z04118	08/12/21	08/11/21	CAR03	CARR, PETER R	08-21	02-22	5769.23
Z04119	08/12/21	08/11/21	CES00	CESSNA, KYLE A	08-21	02-22	5318.87
Z04120	08/12/21	08/11/21	CHA01	CHANEY, JUSTIN	08-21	02-22	3745.39
Z04121	08/12/21	08/11/21	CON00	CONTRERAS, ISAAC	08-21	02-22	280.00
Z04122	08/12/21	08/11/21	CRA00	CRANDALL, JEREMY	08-21	02-22	353.08
Z04123	08/12/21	08/11/21	ESP00	ESPINOSA, LETICIA	08-21	02-22	1927.65
Z04124	08/12/21	08/11/21	ESP01	ESPELAND, JACOB	08-21	02-22	885.50
Z04125	08/12/21	08/11/21	FEN03	FENSKE, JOSEPH H	08-21	02-22	2911.84
Z04126	08/12/21	08/11/21	FLO00	FLORES, JOSE D	08-21	02-22	2845.12
Z04127	08/12/21	08/11/21	FUL00	FULLMORE, KRISTOPHER	08-21	02-22	3261.28
Z04128	08/12/21	08/11/21	GAM00	GAMBOA, YADIRA	08-21	02-22	341.69
Z04129	08/12/21	08/11/21	GUE01	GUERRERO, DEYSY D	08-21	02-22	2440.64
Z04130	08/12/21	08/11/21	GUE02	GUERRERO, JORGE	08-21	02-22	2107.63
Z04131	08/12/21	08/11/21	HAR00	ZOLLERHARRIS, TRAVIS	08-21	02-22	1905.28
Z04132	08/12/21	08/11/21	JOH01	JOHNSON, SEAN KARL	08-21	02-22	5924.26
Z04133	08/12/21	08/11/21	KOC00	KOCHEMS, ALISON	08-21	02-22	241.50
Z04134	08/12/21	08/11/21	KOC01	KOCHEMS, EMMA	08-21	02-22	154.00
Z04135	08/12/21	08/11/21	LAN00	LANDEROS, LORENZO A	08-21	02-22	77.00
Z04136	08/12/21	08/11/21	LED00	LEDAY, JESSICA E	08-21	02-22	2662.39
Z04137	08/12/21	08/11/21	LOW00	LOWERY, KATHERINE	08-21	02-22	3566.77
Z04138	08/12/21	08/11/21	MAR02	MARTINDALE, RYAN EUGENE	08-21	02-22	3591.44
Z04139	08/12/21	08/11/21	MEJ00	APARICIO, LILIA MEJIA	08-21	02-22	2061.93
Z04140	08/12/21	08/11/21	MEZ00	MEZA, JODY L	08-21	02-22	3671.21
Z04141	08/12/21	08/11/21	MIL00	MILLS, DARYL A	08-21	02-22	3005.21
Z04142	08/12/21	08/11/21	MYE00	MYERS, KEVIN	08-21	02-22	621.30
Z04143	08/12/21	08/11/21	ORO03	OROZCO, ETHAN	08-21	02-22	269.50
Z04144	08/12/21	08/11/21	ORO04	OROZCO, JORDAN	08-21	02-22	154.00
Z04145	08/12/21	08/11/21	OVA00	OVARD, CONNOR	08-21	02-22	84.00
Z04146	08/12/21	08/11/21	PAI01	PAILLON, MICHAEL	08-21	02-22	2000.55
Z04147	08/12/21	08/11/21	PAN00	PANIAGUA, BLANCA A	08-21	02-22	659.30
Z04148	08/12/21	08/11/21	PEN01	PENDERGRASS, REBECCA A	08-21	02-22	2434.45
Z04149	08/12/21	08/11/21	PER00	PEREZ, MARGARITA T	08-21	02-22	1899.15
Z04150	08/12/21	08/11/21	PHI00	PHILLIPS, AMELIA	08-21	02-22	199.50
Z04151	08/12/21	08/11/21	PIN00	PINEDO, EDGAR ESTEBAN	08-21	02-22	2493.74
Z04152	08/12/21	08/11/21	POR00	PORRAS, ESTEL	08-21	02-22	1763.18
Z04153	08/12/21	08/11/21	PUN00	PUNZO, GUILLERMO	08-21	02-22	2055.57
Z04154	08/12/21	08/11/21	PUR01	PURCHASE, HEATHER	08-21	02-22	1371.25
Z04155	08/12/21	08/11/21	RIC01	RICE, GERALD W	08-21	02-22	2001.75
Z04156	08/12/21	08/11/21	ROD00	RODRIGUES, ANTHONY	08-21	02-22	3141.07
Z04157	08/12/21	08/11/21	ROE00	ROENSPICE, THOMAS LUKE	08-21	02-22	3391.18
Z04158	08/12/21	08/11/21	ROM00	ROMERO, ARNULFO	08-21	02-22	2666.08
Z04159	08/12/21	08/11/21	SCH03	SCHMITKE, JENNIFER	08-21	02-22	1933.02
Z04160	08/12/21	08/11/21	SOE00	SOETH, MATTHEW A	08-21	02-22	1360.00
Z04161	08/12/21	08/11/21	STE01	STEWART, ROY E	08-21	02-22	2798.05
Z04162	08/12/21	08/11/21	SUA02	SUAREZ, BRYAN E	08-21	02-22	1920.57
Z04163	08/12/21	08/11/21	SWI00	SWINHART, ROBERT	08-21	02-22	1770.32
Z04164	08/12/21	08/11/21	VAL00	VALENZUELA, BRENDA	08-21	02-22	316.54
Z04165	08/12/21	08/11/21	VLA00	VLACH, RAYMOND JOSEPH	08-21	02-22	8312.21
Z04166	08/12/21	08/11/21	VLA02	VLACH, ZOE	08-21	02-22	273.00
Z04167	08/12/21	08/11/21	VON00	VONASEK, EDWARD J	08-21	02-22	4171.30
Z04168	08/12/21	08/11/21	WAC00	WACKERMAN, JANET	08-21	02-22	3213.19

129122.21

REPORT.: 08/26/21
 RUN....: 08/26/21 Time: 14:40
 Run By.: Detsy Guerrero

CITY OF ORLAND
 Warrant Register

Warrant Number	Date	Payroll Date	**Employee** Num Name	Actual Period	Fiscal Period	Gross Amount
14263	08/26/21	08/25/21	CLO01 CLOYD, HANNAH	08-21	02-22	217.00
14264	08/26/21	08/25/21	COM01 COMBS, DANIEL T	08-21	02-22	1062.13
14265	08/26/21	08/25/21	FIC00 FICHTER, QUENTIN	08-21	02-22	1658.92
14266	08/26/21	08/25/21	FOS00 FOSTER, EMILY	08-21	02-22	504.00
14267	08/26/21	08/25/21	KAR00 KARLE, CARSON	08-21	02-22	444.50
14268	08/26/21	08/25/21	KRA01 KRAEMER, KATHERINE	08-21	02-22	448.00
14269	08/26/21	08/25/21	ORO02 OROZCO, EVVEN	08-21	02-22	812.00
14270	08/26/21	08/25/21	RUB00 RUBIO, JENNIFER	08-21	02-22	224.00
14271	08/26/21	08/25/21	VLA01 VLACH, ETHAN	08-21	02-22	80.50
14272	08/26/21	08/25/21	WAT01 WATHEN, CELESTINA S	08-21	02-22	31.50
Z04169	08/26/21	08/25/21	ALV01 ALVA, MICAELA	08-21	02-22	1760.12
Z04170	08/26/21	08/25/21	AND00 ANDRADE, EDGAR	08-21	02-22	2642.29
Z04171	08/26/21	08/25/21	BAL00 BALDRIDGE, THEA	08-21	02-22	238.00
Z04172	08/26/21	08/25/21	BEL00 BELTER, ANNIE	08-21	02-22	199.50
Z04173	08/26/21	08/25/21	CAR02 CARMON, GRANT E	08-21	02-22	3514.35
Z04174	08/26/21	08/25/21	CAR03 CARR, PETER R	08-21	02-22	5769.23
Z04175	08/26/21	08/25/21	CES00 CESSNA, KYLE A	08-21	02-22	3784.41
Z04176	08/26/21	08/25/21	CHA01 CHANEY, JUSTIN	08-21	02-22	3745.39
Z04177	08/26/21	08/25/21	CRA00 CRANDALL, JEREMY	08-21	02-22	353.08
Z04178	08/26/21	08/25/21	ESP00 ESPINOSA, LETICIA	08-21	02-22	1927.65
Z04179	08/26/21	08/25/21	ESP01 ESPELAND, JACOB	08-21	02-22	577.50
Z04180	08/26/21	08/25/21	FEN03 FENSKE, JOSEPH H	08-21	02-22	2911.83
Z04181	08/26/21	08/25/21	FLO00 FLORES, JOSE D	08-21	02-22	2845.12
Z04182	08/26/21	08/25/21	FUL00 FULLMORE, KRISTOPHER	08-21	02-22	3248.13
Z04183	08/26/21	08/25/21	GAM00 GAMBOA, YADIRA	08-21	02-22	276.26
Z04184	08/26/21	08/25/21	GUE01 GUERRERO, DEYSY D	08-21	02-22	2398.80
Z04185	08/26/21	08/25/21	GUE02 GUERRERO, JORGE	08-21	02-22	2044.91
Z04186	08/26/21	08/25/21	HAR00 ZOLLERHARRIS, TRAVIS	08-21	02-22	1905.29
Z04187	08/26/21	08/25/21	JOH01 JOHNSON, SEAN KARL	08-21	02-22	4458.12
Z04188	08/26/21	08/25/21	KOC00 KOCHEMS, ALISON	08-21	02-22	45.50
Z04189	08/26/21	08/25/21	LED00 LEDAY, JESSICA E	08-21	02-22	2662.39
Z04190	08/26/21	08/25/21	LOW00 LOWERY, KATHERINE	08-21	02-22	2956.05
Z04191	08/26/21	08/25/21	MAR02 MARTINDALE, RYAN EUGENE	08-21	02-22	2200.06
Z04192	08/26/21	08/25/21	MEJ00 APARICIO, LILIA MEJIA	08-21	02-22	2061.93
Z04193	08/26/21	08/25/21	MEZ00 MEZA, JODY L	08-21	02-22	3671.21
Z04194	08/26/21	08/25/21	MIL00 MILLS, DARYL A	08-21	02-22	3005.21
Z04195	08/26/21	08/25/21	MYE00 MYERS, KEVIN	08-21	02-22	621.30
Z04196	08/26/21	08/25/21	ORO03 OROZCO, ETHAN	08-21	02-22	56.00
Z04197	08/26/21	08/25/21	PAI01 PAILLON, MICHAEL	08-21	02-22	2000.55
Z04198	08/26/21	08/25/21	PAN00 PANIAGUA, BLANCA A	08-21	02-22	659.30
Z04199	08/26/21	08/25/21	PEN01 PENDERGRASS, REBECCA A	08-21	02-22	2434.80
Z04200	08/26/21	08/25/21	PER00 PEREZ, MARGARITA T	08-21	02-22	1899.15
Z04201	08/26/21	08/25/21	PHI00 PHILLIPS, AMELIA	08-21	02-22	17.50
Z04202	08/26/21	08/25/21	PIN00 PINEDO, EDGAR ESTEBAN	08-21	02-22	3061.89
Z04203	08/26/21	08/25/21	POR00 PORRAS, ESTEL	08-21	02-22	1763.18
Z04204	08/26/21	08/25/21	PUN00 PUNZO, GUILLERMO	08-21	02-22	1858.82
Z04205	08/26/21	08/25/21	PUR01 PURCHASE, HEATHER	08-21	02-22	1415.49
Z04206	08/26/21	08/25/21	RIC01 RICE, GERALD W	08-21	02-22	2001.75
Z04207	08/26/21	08/25/21	ROD00 RODRIGUES, ANTHONY	08-21	02-22	3416.67
Z04208	08/26/21	08/25/21	ROE00 ROENSPICE, THOMAS LUKE	08-21	02-22	4131.09
Z04209	08/26/21	08/25/21	ROM00 ROMERO, ARNULFO	08-21	02-22	2825.14
Z04210	08/26/21	08/25/21	SCH03 SCHMITKE, JENNIFER	08-21	02-22	1852.21
Z04211	08/26/21	08/25/21	SOE00 SOETH, MATTHEW A	08-21	02-22	1360.00
Z04212	08/26/21	08/25/21	STE01 STEWART, ROY E	08-21	02-22	2798.05
Z04213	08/26/21	08/25/21	SUA02 SUAREZ, BRYAN E	08-21	02-22	1920.58
Z04214	08/26/21	08/25/21	SWI00 SWINHART, ROBERT	08-21	02-22	1770.32
Z04215	08/26/21	08/25/21	VAL00 VALENZUELA, BRENDA	08-21	02-22	316.54
Z04216	08/26/21	08/25/21	VLA00 VLACH, RAYMOND JOSEPH	08-21	02-22	10374.71
Z04217	08/26/21	08/25/21	VON00 VONASEK, EDWARD J	08-21	02-22	4171.30
Z04218	08/26/21	08/25/21	WAC00 WACKERMAN, JANET	08-21	02-22	3213.19

122624.41

MINUTES OF THE ORLAND CITY COUNCIL
REGULAR MEETING HELD AUGUST 16, 2021

CALL TO ORDER

Meeting called to order by Mayor Roundy at 6:03 p.m.

Meeting opened with the pledge of allegiance.

ROLL CALL

Councilmembers present: Councilmembers Dennis Hoffman, Billy Irvin, Chris Dobbs, Vice Mayor Jeffrey A. Tolley and Mayor Bruce T. Roundy
Councilmembers absent: None
Staff present: City Manager Pete Carr, City Attorney Greg Einhorn, City Police Chief Joe Vlach, City Engineer Paul Rabo (*present via Zoom*) and City Clerk/Administrative Services Manager Janet Wackerman

ORAL AND WRITTEN COMMUNICATIONS

Citizen Comments: None

CONSENT CALENDAR

- A. Approve Warrant List (payable obligations).
- B. Approve City Council minutes for August 2, 2021.
- C. Receive and file Public Works & Safety Commission minutes of April 13, 2021
- D. Second Reading, Ordinance 2021-03 Amending Section 2.04.010 of the Orland Municipal Code Regarding Regular Council Meetings.
- E. Adopt Resolution 2021-17 to Approve an Amendment to the Joint Powers Agreement to Provide Transportation Services.

Upon motion made by Councilmember Hoffman and seconded by Vice Mayor Tolley the consent calendar was approved. The motion carried 4-1, Councilmember Irvin voted no.

ADMINISTRATIVE BUSINESS

A. Designate voting delegate for Cal Cities Annual Conference and Determine the City's Position on Resolutions to be Considered at the Conference to be held September 22-24, 2021, Sacramento CA – Pete Carr, City Manager

Councilmember Hoffman moved, seconded by Vice Mayor Tolley to designate Mayor Roundy as the voting delegate and Mr. Carr the alternate. The motion carried 5-0.

Mr. Carr introduced the two resolutions that will be presented at the conference. One resolution asks for the State Legislature to pass legislation for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases and the other calls for the CA Public Utilities Commission to fulfill its obligation to inspect railroad lines for illegal dumping, graffiti, etc.

Councilmember Hoffman moved, seconded by Vice Mayor Tolley to authorize the City's delegate to the Cal Cities Annual Conference to vote in the affirmative for the two resolutions that will be presented, with the provision that the expense of cleaning around the railroad tracks be assumed by the railroad companies. The motion carried 5-0.

B. Request by Arts Commission for Park Fixture Maintenance (Discussion/Action-Pete Carr, City Manager)

Mr. Carr stated the decorative lampposts along the walking path in Library Park were installed in 2007 as an Arts Commission project. The Arts Commission suggests that the exterior surface of the posts should be repaired and obtained a quote for \$2,000 to carry out the job. Any expenditure of \$1000 or more from the Public Arts Fund, other than from donated funds, requires prior approval by the City Council. Four options were presented to Councilmembers, divide the cost 50/50 between the Public Arts Fund and the General Fund, total cost borne by the General Fund, total cost borne by the Public Arts Fund and leave the posts as is.

Upon motion made by Councilmember Hoffman and seconded by Councilmember Dobbs, the cost of resurfacing the posts will be divided 50/50 between the Public Arts Fund and General Fund. The motion carried 3-2, with Vice Mayor Tolley and Councilmember Irvin voting no.

Councilmember Irvin asked Staff to research the cost of powder coating the lampposts.

C. Verbal Update on Drought Conditions (Discussion/Direction)- Pete Carr, City Manager

Mr. Carr reported there are approximately 165 distressed wells in the County with 114 of these reported dry. To date the City had 27 County residents receiving water thru bulk water sales. City wells are leveling off so there is a concern but are not in crisis. Glenn County Board of Supervisors imposed a new well moratorium, and the Glenn County Groundwater Task Force reports growers will be okay this season. Cal Water's wells are in good shape and have offered to help with bulk water sales.

Vice Mayor Tolley asked if from July 16 to present the water table has leveled. Mr. Carr stated there has been a small drop but not significant.

Cindy Smith, resident, asked why wells were allowed to be drilled if it was causing other established wells to be drawn down. Mr. Carr stated the City does not have any say on wells drilled outside the city limits. Councilmember Dobbs encouraged Ms. Smith to contact her Board of Supervisor for more information.

D. Well Drilling Moratorium (Discussion/Direction) – Pete Carr, City Manager

Mr. Carr stated County of Glenn recently declared a moratorium on the issuance of permits for new agricultural wells in the County, specifically excepting the cities of Orland and Willows and subsequently extended the 45-day moratorium to one year. City regulates well permitting within its jurisdiction by Orland Municipal Code 8.42 and OMC 13.06.070, provides for prohibition of water well drilling during a declared statewide water shortage or drought, when the City deems this necessary. The City's Water Conservation and Shortage Contingency Plan that was adopted June 21, 2021 did not tie well drilling to any particular stage of the Plan.

Staff proposes a draft well drilling moratorium at this time. The draft ordinance will include new residential and ag wells but does not prohibit the replacement of existing residential wells. There are approximately 20 domestic wells left within the city limits and one ag well.

Vice Mayor Tolley stated he did not think the moratorium was necessary. Councilmember Dobbs asked if residents with wells currently in the City have the option to tie into the system? Mr. Carr stated yes but some are not located close to a main so it might be cost prohibitive to connect. Councilmember Dobbs suggested an exception to those owners who cannot hook up.

Upon motion made by Councilmember Hoffman and seconded by Councilmember Irvin, Staff was directed to prepare a well drilling moratorium ordinance for the September 7th City Council meeting. The motion carried 4-1, with Vice Mayor Tolley voting no.

Vice Mayor Tolley stated if someone wants to deepen their well, the City should let them.

CITY COUNCIL COMMUNICATIONS AND REPORTS

Councilmember Irvin:

- Noted the cumulation of his past water bills is less than what it would cost to install a new well.

Councilmember Dobbs:

- Nothing to report.

Vice Mayor Tolley:

- Suggested Gene Russell be named as the Town Historian based on the books he has written about Orland and his work with the annual History Camp.

Councilmember Hoffman:

- Nothing to report.

Mayor Roundy:

- Reports that the R.C.D. is doing a lot for fire prevention west of town.
- Glenn Co Transportation and Transit will be meeting.
- LAFCO meeting has been cancelled.

ADJOURN to CLOSED SESSION at 7:40 PM.

CITIZEN COMMENTS ON CLOSED SESSION ITEMS – None

CLOSED SESSION – Pursuant to Government Code Section 54956.8: Conference with Real Property Negotiators, the City Council will hold a Closed Session. More specific information is indicated below.

PROPERTY: Review potential sites for City infrastructure; no specific site identified.

AGENCY NEGOTIATOR: Pete Carr, City Manager.

NEGOTIATING PARTIES: Not applicable.

UNDER NEGOTIATION: Review potential sites and property values for City infrastructure; no specific site identified.

RECONVENE TO REGULAR SESSION – 7:48 PM

REPORT FROM CLOSED SESSION – Direction was given to Staff.

Meeting adjourned 7:50 PM

Janet Wackerman, City Clerk

Bruce T. Roundy, Mayor

PLANNING COMMISSION MINUTES

April 15, 2021

1. Call to Order – The meeting was called to order by Chairperson Elliott at 5:31 PM
2. Pledge of Allegiance – led by Commissioner Lazorko
3. Roll Call: Commissioners present via teleconference – Wade Elliott, Stephen Nordbye,
and Sharon Lazorko
Commissioners absent - Doris Vickers and Mike Yalow
Councilmembers present - Dennis Hoffman
Also present via teleconference - City Planner Scott Friend and Admin.
Support Janet Wackerman

4. ORAL AND WRITTEN COMMUNICATIONS

Citizen Comments – None

Mr. Friend noted that Commissioner Yalow will be submitting his resignation from the Commission.

5. APPROVAL OF THE MINUTES FROM JANUARY 21, 2021

Upon motion made by Commissioner Nordbye and seconded by Commissioner Lazorko, the minutes of January 21, 2021 were approved as presented. The motion carried unanimously by voice vote, 3-0-2 with Commissioners Yalow and Vickers absent.

6. ITEMS FOR DISCUSSION OR ACTION

- A. Housing Element Update
 - Review of Request for Proposals Responses
 - Review of Housing Element Update Process

Mr. Friend stated a Request for Proposals was released, and two proposals were received. City Council will review proposals from Housing Tools and DeNovo at their April 19th meeting. He stated there will be an aggressive schedule, with Commission review anticipated in July and October. The contractor selected will bring questions to the Commission for their review and comments. It is expected that the update will need to be sent to the City Council prior to their November meetings.

Chairperson Elliott asked if the Commission will hold one or more Public Hearings. Mr. Friend stated yes and a dedicated public meeting will be held before the updates are reviewed by the Commission.

- B. LEAP/SB2 Grant Project Review
 - Review of Safety Element Modifications

Mr. Friend reported the LEAP grant is intended to help accelerate housing production and facilitate compliance to implement the sixth-cycle Regional Housing Needs Assessment.

Chairperson Elliott asked if making up for the lack of affordable housing in California was behind the compliance. Mr. Friend stated it was and the consultant will bring forward how the City will reach the State's goals.

7. STAFF REPORT

A. Department Activity Report (verbal)

Mr. Friend reported:

- LAFCO officially approved the Sunny Truck Wash annexation. Staff, as directed by LAFCO, is in the process of drafting letters to all adjacent landowners regarding potential annexation;
- Planning Department has seen a lot of interest in ADUs;
- Commissioners will be reviewing a parcel map at their May or June meeting;
- A request has been received and Staff is working on an updated policy for canal undergrounding. Commissioner Nordbye asked if Orland Unit Water Users take ownership of their system will there be lesser costs in development. Mr. Friend stated it would eliminate NEPA.

Commissioner Lazorko asked who initiated the additional parcels to be annexed around the Sunny Truck Wash. Mr. Friend stated LAFCO asked for the additional parcels to be annexed as part of the annexation, but the city has had it in their General Plan for many years. He will be reaching out to the property owners to determine interest.

8. COMMISSIONER REPORTS

Commissioner Nordbye thanked Mr. Friend for giving him a "crash course" in planning.

Discussion was held on holding Commission meetings in person. Upon motion made by Commissioner Lazorko and seconded by Commissioner Nordbye, Commissioners support holding in-person meetings for future Planning Commission meetings. Motion carried 3-0-2 with Commissioner Yalow and Vickers absent.

9. ADJOURNMENT – 6:20 PM

Respectfully submitted,


Janet Wackerman, Secretary

Wade Elliott, Chairperson

CITY OF ORLAND
CITY COUNCIL CONSENT AGENDA ITEM #: 5.D.
MEETING DATE: September 7, 2021

TO: Honorable Mayor and Council
FROM: Paul Rabo, City Engineer
SUBJECT: Annual Review of Maintenance District Assessments

Staff seeks City Council approval to authorize the Mayor to sign a Resolution approving Maintenance District Assessment fees and file with the Glenn County Auditor.

BACKGROUND

An annual review of the City's Maintenance District Assessments was conducted by Staff. The County Tax Assessor requires City Council approval of the proposed assessments.

DISCUSSION

It was determined that the Maintenance District Assessments for fiscal year 2021-2022 do not need to be changed. The next annual review will be conducted June 2022.

Attachments: A. Resolution 2021-18
B. Map of Maintenance Assessment Districts

RECOMMENDATION

Authorize Mayor to sign Resolution 2021-18, and submit to the Glenn County Auditor.

Fiscal Impact of Recommendation: Approximately \$89,000.00 is received from the maintenance district assessments and offsets the cost of work specified in the District Agreements.

RESOLUTION NO. 2021-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORLAND ADJUSTING MAINTENANCE DISTRICT ASSESSMENT FEES

WHEREAS, Orland Municipal Code Section 12.16.260 sets forth the method of adjustment to annual assessments based on increases of the consumer price index; and

WHEREAS, the Federal Bureau of Labor Statistics Consumer Price Index (C.P.I.) annualized increase on a percentage basis (for the period March 2020 to March 2021) was deemed an acceptable source and method of adjustment to annual assessments; and

WHEREAS, Orland Municipal Code Section 12.16.280 requires the preparation of an annual register of maintenance district assessments be filed with the Glenn County Auditor.

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

ASSESSMENT DISTRICT NO. 1998-02 MEADOWOOD

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
046-080-021-000	\$138.90	046-080-046-000	\$138.90
046-080-022-000	\$138.90	046-080-047-000	\$138.90
046-080-023-000	\$138.90	046-080-048-000	\$138.90
046-080-024-000	\$138.90	046-080-049-000	\$138.90
046-080-025-000	\$138.90	046-080-050-000	\$138.90
046-080-026-000	\$138.90	046-080-052-000	\$138.90
046-080-027-000	\$138.90	046-080-053-000	\$138.90
046-080-028-000	\$138.90	046-080-054-000	\$138.90
046-080-029-000	\$138.90	046-081-001-000	\$138.90
046-080-030-000	\$138.90	046-081-002-000	\$138.90
046-080-031-000	\$138.90	046-081-003-000	\$138.90
046-080-034-000	\$138.90	046-081-004-000	\$138.90
046-080-035-000	\$138.90	046-081-005-000	\$138.90
046-080-036-000	\$138.90	046-081-006-000	\$138.90
046-080-037-000	\$138.90	046-081-007-000	\$138.90
046-080-038-000	\$138.90	046-081-008-000	\$138.90
046-080-039-000	\$138.90	046-081-009-000	\$138.90
046-080-040-000	\$138.90	046-081-010-000	\$138.90
046-080-041-000	\$138.90	046-081-011-000	\$138.90
046-080-043-000	\$138.90	046-081-012-000	\$138.90
046-080-044-000	\$138.90	046-081-014-000	\$138.90
046-080-045-000	\$138.90	046-081-015-000	\$138.90
		Total	\$6,111.60

ASSESSMENT DISTRICT NO. 2000-01 PARKER

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
041-050-018-000	\$2,416.04
041-050-019-000	\$1,040.22
041-050-020-000	\$79.64
041-050-021-000	\$79.64
041-050-022-000	\$83.88
041-090-012-000	\$385.74
041-090-022-000	\$762.30
Total	\$4,847.46

ASSESSMENT DISTRICT NO. 2002-01 PIACENTINE

Assessor's Parcel Number(s)	District Asmt for Fiscal yr 2021-2022	Assessor's Parcel Number(s)	District Asmt for Fiscal yr 2021-2022
040-131-014-000	\$227.54	040-144-019-000	\$113.78
040-131-015-000	\$227.54	040-144-020-000	\$227.54
040-131-016-000	\$227.54	040-144-029-000	\$227.54
040-131-026-000	\$227.54		
040-131-028-000	\$113.78		
040-131-029-000	\$75.84		
040-131-030-000	\$75.84		
040-131-031-000	\$75.84		

ASSESSMENT DISTRICT NO. 2004-01 FIELDSTONE

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
046-340-001-000	\$74.38	046-340-014-000	\$74.38
046-340-002-000	\$74.38	046-340-015-000	\$74.38
046-340-003-000	\$74.38	046-340-016-000	\$74.38
046-340-004-000	\$74.38	046-340-017-000	\$74.38
046-340-005-000	\$74.38	046-340-018-000	\$74.38
046-340-006-000	\$74.38	046-340-019-000	\$74.38
046-340-007-000	\$74.38	046-340-020-000	\$74.38
046-340-008-000	\$74.38	046-340-021-000	\$74.38
046-340-009-000	\$74.38	046-340-022-000	\$74.38
046-340-010-000	\$74.38	046-340-023-000	\$74.38
046-340-011-000	\$74.38	046-340-024-000	\$74.38
046-340-012-000	\$74.38	046-340-025-000	\$74.38
046-340-013-000	\$74.38	046-340-026-000	\$74.38

ASSESSMENT DISTRICT NO. 2004-01 FIELDSTONE (continued)

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
046-340-027-000	\$74.38	046-340-035-000	\$74.38
046-340-028-000	\$74.38	046-340-036-000	\$74.38
046-340-029-000	\$74.38	046-340-037-000	\$74.38
046-340-030-000	\$74.38	046-340-038-000	\$74.38
046-340-031-000	\$74.38	046-340-039-000	\$74.38
046-340-032-000	\$74.38	046-340-040-000	\$74.38
046-340-033-000	\$74.38	046-340-041-000	\$74.38
046-340-034-000	\$74.38	046-340-042-000	\$74.38
		Total	\$3,123.96

ASSESSMENT DISTRICT NO. 2004-02 VILLA LA MICHELLE

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
045-360-001-000	\$109.26	045-360-030-000	\$109.26
045-360-002-000	\$109.26	045-360-031-000	\$109.26
045-360-003-000	\$109.26	045-360-032-000	\$109.26
045-360-004-000	\$109.26	045-360-033-000	\$109.26
045-360-005-000	\$109.26	045-360-034-000	\$109.26
045-360-006-000	\$109.26	045-360-035-000	\$109.26
045-360-007-000	\$109.26	045-360-038-000	\$109.26
045-360-008-000	\$109.26	045-360-039-000	\$109.26
045-360-009-000	\$109.26	045-360-040-000	\$109.26
045-360-010-000	\$109.26	045-360-041-000	\$109.26
045-360-011-000	\$109.26	045-360-042-000	\$109.26
045-360-012-000	\$109.26	045-360-043-000	\$109.26
045-360-013-000	\$109.26	045-360-044-000	\$109.26
045-360-014-000	\$109.26	045-360-047-000	\$109.26
045-360-015-000	\$109.26	045-360-048-000	\$109.26
045-360-016-000	\$109.26	045-360-049-000	\$109.26
045-360-017-000	\$109.26	045-360-050-000	\$109.26
045-360-018-000	\$109.26	045-360-051-000	\$109.26
045-360-019-000	\$109.26	045-360-052-000	\$109.26
045-360-020-000	\$109.26	045-360-053-000	\$109.26
045-360-021-000	\$109.26	045-360-054-000	\$109.26
045-360-022-000	\$109.26	045-360-055-000	\$109.26
045-360-023-000	\$109.26	045-360-056-000	\$109.26
045-360-024-000	\$109.26	045-360-057-000	\$109.26
045-360-025-000	\$109.26	045-360-058-000	\$109.26
045-360-026-000	\$109.26	045-360-059-000	\$109.26
045-360-027-000	\$109.26	045-360-060-000	\$109.26
045-360-028-000	\$109.26	045-360-061-000	\$109.26
045-360-029-000	\$109.26	045-360-062-000	\$109.26

ASSESSMENT DISTRICT NO. 2004-02 VILLA LA MICHELLE (continued)

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
045-360-063-000	\$109.26	045-370-015-000	\$109.26
045-360-064-000	\$109.26	045-370-016-000	\$109.26
045-360-065-000	\$109.26	045-370-017-000	\$109.26
045-360-066-000	\$109.26	045-370-018-000	\$109.26
045-360-067-000	\$109.26	045-370-019-000	\$109.26
045-360-068-000	\$109.26	045-370-020-000	\$109.26
045-360-069-000	\$109.26	045-370-021-000	\$109.26
045-360-070-000	\$109.26	045-370-022-000	\$109.26
045-360-071-000	\$109.26	045-370-023-000	\$109.26
045-360-072-000	\$109.26	045-370-024-000	\$109.26
045-360-073-000	\$109.26	045-370-026-000	\$109.26
045-360-074-000	\$109.26	045-370-027-000	\$109.26
045-360-075-000	\$109.26	045-370-028-000	\$109.26
045-360-076-000	\$109.26	045-370-029-000	\$109.26
045-360-077-000	\$109.26	045-370-030-000	\$109.26
045-360-078-000	\$109.26	045-370-031-000	\$109.26
045-360-079-000	\$109.26	045-370-032-000	\$109.26
045-360-080-000	\$109.26	045-370-033-000	\$109.26
045-360-081-000	\$109.26	045-370-034-000	\$109.26
045-360-082-000	\$109.26	045-370-035-000	\$109.26
045-360-083-000	\$109.26	045-370-036-000	\$109.26
045-360-084-000	\$109.26	045-370-037-000	\$109.26
045-360-085-000	\$109.26	045-370-038-000	\$109.26
045-360-086-000	\$109.26	045-370-039-000	\$109.26
045-360-087-000	\$109.26	045-370-040-000	\$109.26
045-360-088-000	\$109.26	045-370-041-000	\$109.26
045-360-089-000	\$109.26	045-370-042-000	\$109.26
045-360-090-000	\$109.26	045-370-043-000	\$109.26
045-360-092-000	\$109.26	045-370-044-000	\$109.26
045-360-093-000	\$109.26	045-370-045-000	\$109.26
045-360-094-000	\$109.26	045-370-046-000	\$109.26
045-360-095-000	\$109.26	045-370-047-000	\$109.26
045-370-001-000	\$109.26	045-370-048-000	\$109.26
045-370-002-000	\$109.26	045-370-049-000	\$109.26
045-370-003-000	\$109.26	045-370-050-000	\$109.26
045-370-004-000	\$109.26	045-370-051-000	\$109.26
045-370-005-000	\$109.26	045-370-052-000	\$109.26
045-370-006-000	\$109.26	045-370-053-000	\$109.26
045-370-007-000	\$109.26	045-370-054-000	\$109.26
045-370-008-000	\$109.26	045-370-055-000	\$109.26
045-370-009-000	\$109.26	045-370-056-000	\$109.26
045-370-010-000	\$109.26	045-370-057-000	\$109.26
045-370-011-000	\$109.26	045-370-058-000	\$109.26
045-370-012-000	\$109.26	045-370-059-000	\$109.26
045-370-013-000	\$109.26	045-370-060-000	\$109.26
045-370-014-000	\$109.26	045-370-061-000	\$109.26
		Total	\$16,389.00

ASSESSMENT DISTRICT NO. 2005-01 FAIRVIEW VILLAGE

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
041-271-001-000	\$95.94	041-271-032-000	\$95.94
041-271-002-000	\$95.94	041-271-033-000	\$95.94
041-271-003-000	\$95.94	041-271-034-000	\$95.94
041-271-004-000	\$95.94	041-271-035-000	\$95.94
041-271-005-000	\$95.94	041-271-036-000	\$95.94
041-271-006-000	\$95.94	041-271-037-000	\$95.94
041-271-007-000	\$95.94	041-271-038-000	\$95.94
041-271-008-000	\$95.94	041-271-039-000	\$95.94
041-271-009-000	\$95.94	041-271-040-000	\$95.94
041-271-010-000	\$95.94	041-271-041-000	\$95.94
041-271-011-000	\$95.94	041-271-042-000	\$95.94
041-271-012-000	\$95.94	041-271-043-000	\$95.94
041-271-013-000	\$95.94	041-271-044-000	\$95.94
041-271-014-000	\$95.94	041-271-045-000	\$95.94
041-271-015-000	\$95.94	041-271-046-000	\$95.94
041-271-016-000	\$95.94	041-271-047-000	\$95.94
041-271-017-000	\$95.94	041-271-048-000	\$95.94
041-271-018-000	\$95.94	041-271-049-000	\$95.94
041-271-019-000	\$95.94	041-271-050-000	\$95.94
041-271-020-000	\$95.94	041-271-051-000	\$95.94
041-271-021-000	\$95.94	041-271-052-000	\$95.94
041-271-022-000	\$95.94	041-271-053-000	\$95.94
041-271-023-000	\$95.94	041-271-054-000	\$95.94
041-271-024-000	\$95.94	041-271-055-000	\$95.94
041-271-025-000	\$95.94	041-271-056-000	\$95.94
041-271-026-000	\$95.94	041-271-057-000	\$95.94
041-271-027-000	\$95.94	041-271-058-000	\$95.94
041-271-028-000	\$95.94	041-271-059-000	\$95.94
041-271-029-000	\$95.94	041-271-060-000	\$95.94
041-271-030-000	\$95.94	041-271-061-000	\$0.00
041-271-031-000	\$95.94	041-271-062-000	\$0.00
		Total	\$5,756.40

ASSESSMENT DISTRICT NO. 2005-02 LINWOOD

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
041-140-016-000	\$251.04	041-170-025-000	\$251.04
041-140-017-000	\$251.04	041-170-026-000	\$251.04
041-140-018-000	\$251.04	041-170-027-000	\$251.04
041-140-019-000	\$251.04	041-170-028-000	\$251.04
041-140-020-000	\$251.04	041-170-029-000	\$251.04
041-140-021-000	\$251.04	041-170-030-000	\$251.04
041-140-022-000	\$251.04	041-170-031-000	\$251.04
041-140-023-000	\$251.04	041-170-032-000	\$251.04
041-140-024-000	\$251.04	041-170-033-000	\$251.04
041-140-025-000	\$251.04	041-170-034-000	\$251.04
041-140-026-000	\$251.04	041-170-035-000	\$251.04
041-140-027-000	\$251.04	041-170-036-000	\$251.04
041-140-028-000	\$251.04	041-170-037-000	\$251.04
041-140-029-000	\$251.04	041-170-038-000	\$251.04
041-140-030-000	\$251.04	041-170-039-000	\$251.04
041-140-031-000	\$251.04	041-170-040-000	\$251.04
041-140-032-000	\$251.04	041-170-041-000	\$251.04
041-140-033-000	\$251.04	041-170-042-000	\$251.04
041-140-034-000	\$251.04	041-170-043-000	\$251.04
041-140-035-000	\$251.04	041-170-044-000	\$251.04
041-140-036-000	\$251.04	041-170-045-000	\$251.04
041-140-037-000	\$251.04	041-170-046-000	\$251.04
041-140-038-000	\$251.04	041-170-047-000	\$251.04
041-140-039-000	\$251.04	041-170-048-000	\$251.04
041-140-040-000	\$251.04	041-170-049-000	\$251.04
041-140-041-000	\$251.04	041-170-050-000	\$251.04
041-140-042-000	\$251.04	041-170-051-000	\$251.04
041-170-007-000	\$251.04	041-170-052-000	\$251.04
041-170-008-000	\$251.04	041-170-053-000	\$251.04
041-170-009-000	\$251.04	041-170-054-000	\$251.04
041-170-010-000	\$251.04	041-170-055-000	\$251.04
041-170-011-000	\$251.04	041-170-056-000	\$251.04
041-170-012-000	\$251.04	041-170-057-000	\$251.04
041-170-013-000	\$251.04	041-170-058-000	\$251.04
041-170-014-000	\$251.04	041-170-059-000	\$251.04
041-170-015-000	\$251.04	041-170-060-000	\$251.04
041-170-016-000	\$251.04	041-170-061-000	\$251.04
041-170-017-000	\$251.04	041-170-062-000	\$251.04
041-170-018-000	\$251.04	041-170-063-000	\$251.04
041-170-019-000	\$251.04	041-170-064-000	\$251.04
041-170-020-000	\$251.04	041-170-065-000	\$251.04
041-170-021-000	\$251.04	041-170-066-000	\$251.04
		Total	\$21,087.36

ASSESSMENT DISTRICT NO. 2006-01 BLAIR UNIT 1

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
046-350-001-000	\$92.28	046-350-020-000	\$92.28
046-350-002-000	\$92.28	046-350-021-000	\$92.28
046-350-003-000	\$92.28	046-350-022-000	\$92.28
046-350-004-000	\$92.28	046-350-023-000	\$92.28
046-350-005-000	\$92.28	046-350-024-000	\$92.28
046-350-006-000	\$92.28	046-350-025-000	\$92.28
046-350-007-000	\$92.28	046-350-026-000	\$92.28
046-350-008-000	\$92.28	046-350-027-000	\$92.28
046-350-009-000	\$92.28	046-350-028-000	\$92.28
046-350-010-000	\$92.28	046-350-029-000	\$92.28
046-350-011-000	\$92.28	046-350-030-000	\$92.28
046-350-012-000	\$92.28	046-350-031-000	\$92.28
046-350-013-000	\$92.28	046-350-032-000	\$92.28
046-350-014-000	\$92.28	046-350-033-000	\$92.28
046-350-015-000	\$92.28	046-350-034-000	\$92.28
046-350-016-000	\$92.28	046-350-035-000	\$92.28
046-350-017-000	\$92.28	046-350-036-000	\$92.28
046-350-018-000	\$92.28	046-350-037-000	\$92.28
046-350-019-000	\$92.28		
		Total	\$3,414.36

ASSESSMENT DISTRICT NO. 2006-02 BENSON

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
040-190-030-000	\$93.24	040-190-047-000	\$93.24
040-190-031-000	\$93.24	040-190-048-000	\$93.24
040-190-032-000	\$93.24	040-190-049-000	\$93.24
040-190-033-000	\$93.24	040-190-051-000	\$93.24
040-190-034-000	\$93.24	040-190-052-000	\$93.24
040-190-035-000	\$93.24	040-190-053-000	\$93.24
040-190-036-000	\$93.24	040-190-054-000	\$93.24
040-190-037-000	\$93.24	040-190-055-000	\$93.24
040-190-038-000	\$93.24	040-190-056-000	\$93.24
040-190-039-000	\$93.24	040-190-057-000	\$93.24
040-190-040-000	\$93.24	040-190-058-000	\$93.24
040-190-041-000	\$93.24	040-190-059-000	\$93.24
040-190-042-000	\$93.24	040-190-060-000	\$93.24
040-190-043-000	\$93.24	040-190-061-000	\$93.24
040-190-044-000	\$93.24	040-190-062-000	\$93.24
040-190-045-000	\$93.24	040-190-063-000	\$93.24
040-190-046-000	\$93.24	040-190-064-000	\$93.24
		Total	\$3,170.16

ASSESSMENT DISTRICT NO. 2006-03 WHITEHAWK

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
046-360-001-000	\$273.42	046-360-031-000	\$273.42
046-360-002-000	\$273.42	046-360-032-000	\$273.42
046-360-003-000	\$273.42	046-360-033-000	\$273.42
046-360-004-000	\$273.42	046-360-034-000	\$273.42
046-360-005-000	\$273.42	046-360-035-000	\$273.42
046-360-006-000	\$273.42	046-360-036-000	\$273.42
046-360-007-000	\$273.42	046-360-037-000	\$273.42
046-360-008-000	\$273.42	046-360-038-000	\$273.42
046-360-009-000	\$273.42	046-360-039-000	\$273.42
046-360-010-000	\$273.42	046-360-040-000	\$273.42
046-360-011-000	\$273.42	046-360-041-000	\$273.42
046-360-012-000	\$273.42	046-360-042-000	\$273.42
046-360-013-000	\$273.42	046-360-043-000	\$273.42
046-360-014-000	\$273.42	046-360-044-000	\$273.42
046-360-015-000	\$273.42	046-360-045-000	\$273.42
046-360-016-000	\$273.42	046-360-046-000	\$273.42
046-360-017-000	\$273.42	046-360-049-000	\$273.42
046-360-018-000	\$273.42	046-360-050-000	\$273.42
046-360-019-000	\$273.42	046-360-051-000	\$273.42
046-360-020-000	\$273.42	046-360-052-000	\$273.42
046-360-021-000	\$273.42	046-360-053-000	\$273.42
046-360-022-000	\$273.42	046-360-054-000	\$273.42
046-360-023-000	\$273.42	046-360-055-000	\$273.42
046-360-024-000	\$273.42	046-360-056-000	\$273.42
046-360-025-000	\$273.42	046-360-057-000	\$273.42
046-360-026-000	\$273.42	046-360-058-000	\$273.42
046-360-027-000	\$273.42	046-360-059-000	\$273.42
046-360-028-000	\$273.42	046-360-060-000	\$273.42
046-360-029-000	\$273.42	046-360-061-000	\$273.42
046-360-030-000	\$273.42		
		Total	\$16,131.78

ASSESSMENT DISTRICT NO. 2006-04 LEDGERWOOD NO. 7

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
045-100-117-000	\$227.18	045-100-125-000	\$227.18
045-100-118-000	\$227.18	045-100-126-000	\$227.18
045-100-119-000	\$227.18	045-100-132-000	\$227.18
045-100-120-000	\$227.18	045-100-133-000	\$227.18
045-100-121-000	\$227.18	045-100-134-000	\$227.18
045-100-122-000	\$227.18	045-100-135-000	\$227.18
045-100-123-000	\$227.18	045-100-136-000	\$227.18
045-100-124-000	\$227.18	045-100-137-000	\$227.18
		045-100-138-000	\$227.18
		Total	\$3,862.06

ASSESSMENT DISTRICT NO. 2006-05 ORLAND PARK

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
046-370-001-000	\$0.00	046-370-034-000	\$0.00
046-370-002-000	\$0.00	046-370-035-000	\$0.00
046-370-003-000	\$0.00	046-370-036-000	\$0.00
046-370-004-000	\$0.00	046-370-037-000	\$0.00
046-370-005-000	\$0.00	046-370-038-000	\$0.00
046-370-006-000	\$0.00	046-370-039-000	\$0.00
046-370-007-000	\$0.00	046-370-040-000	\$0.00
046-370-008-000	\$0.00	046-370-041-000	\$0.00
046-370-009-000	\$0.00	046-370-042-000	\$0.00
046-370-010-000	\$0.00	046-370-043-000	\$0.00
046-370-011-000	\$0.00	046-370-044-000	\$0.00
046-370-012-000	\$0.00	046-370-045-000	\$0.00
046-370-013-000	\$0.00	046-370-046-000	\$0.00
046-370-014-000	\$0.00	046-370-047-000	\$0.00
046-370-015-000	\$0.00	046-370-048-000	\$0.00
046-370-016-000	\$0.00	046-370-049-000	\$0.00
046-370-017-000	\$0.00	046-370-050-000	\$0.00
046-370-018-000	\$0.00	046-370-051-000	\$0.00
046-370-019-000	\$0.00	046-370-052-000	\$0.00
046-370-020-000	\$0.00	046-370-053-000	\$0.00
046-370-021-000	\$0.00	046-370-054-000	\$0.00
046-370-022-000	\$0.00	046-370-055-000	\$0.00
046-370-023-000	\$0.00	046-370-056-000	\$0.00
046-370-024-000	\$0.00	046-370-057-000	\$0.00
046-370-025-000	\$0.00	046-370-058-000	\$0.00
046-370-026-000	\$0.00	046-370-059-000	\$0.00
046-370-027-000	\$0.00	046-370-060-000	\$0.00
046-370-028-000	\$0.00	046-370-061-000	\$0.00
046-370-029-000	\$0.00	046-370-062-000	\$0.00
046-370-030-000	\$0.00	046-370-063-000	\$0.00
046-370-031-000	\$0.00	046-370-064-000	\$0.00
046-370-032-000	\$0.00	046-370-065-000	\$0.00
046-370-033-000	\$0.00	046-370-066-000	\$0.00
		Total	\$0.00

ASSESSMENT DISTRICT NO. 2007-01 LORENZO

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
041-100-021-000	\$32.00	041-100-023-000	\$57.16
041-100-022-000	\$144.62	041-100-024-000	\$138.60
		Total	\$372.38

ASSESSMENT DISTRICT NO. 2007-02 BLAIR UNIT 2

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
046-350-039-000	\$92.28	046-350-043-000	\$92.28
046-350-040-000	\$92.28	046-350-044-000	\$92.28
046-350-041-000	\$92.28	046-350-045-000	\$92.28
046-350-042-000	\$92.28		
		Total	\$645.96

ASSESSMENT DISTRICT NO. 2008-01 ORLAND BUSINESS PARK

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
040-320-024-000	\$148.96	040-320-026-000	\$148.96
040-320-025-000	\$148.96	040-320-027-000	\$148.96
		Total	\$595.84

ASSESSMENT DISTRICT NO. 2008-02 IKE

Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022	Assessor's Parcel Number(s)	District Assessment for Fiscal year 2021-2022
040-170-045-000	\$768.48	040-170-047-000	\$256.16
040-170-046-000	\$256.16	040-170-048-000	\$256.16
		Total	\$1,536.96

BE IT FURTHER RESOLVED, that all resolutions which are inconsistent with this Resolution are repealed effective on the day the new assessments herein become effective.

PASSED AND ADOPTED this 7th day of September, 2021, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bruce T. Roundy, Mayor

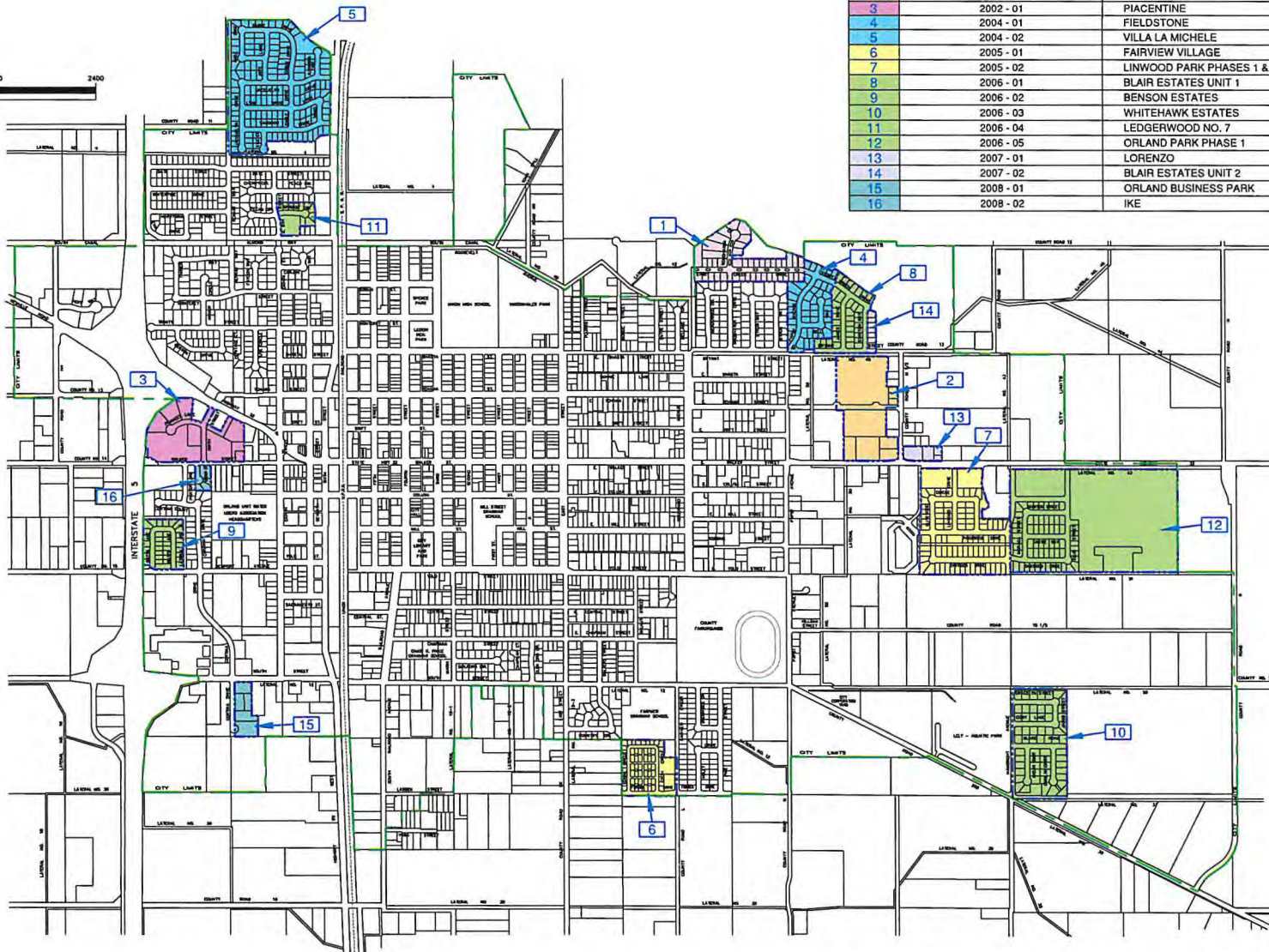
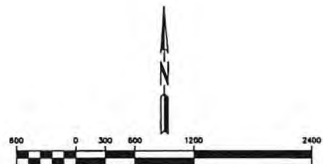
ATTEST:

Janet Wackerman, City Clerk

I, Janet Wackerman, City Clerk, of the CITY OF ORLAND, hereby certify that the attached is a true and correct copy of a Resolution duly made by the City Council at a meeting of said City Council, at Orland, California, on the _____ day of _____, 2021, the original of which is on file in my office and duly and regularly entered in the official records of proceedings of the City Council of the CITY OF ORLAND.

Dated: _____

Janet Wackerman, City Clerk



MAINTENANCE ASSESSMENT DISTRICTS

NO.	ASSESSMENT DISTRICT NO.	NOTES
1	1998 - 02	MEADOWWOOD
2	2000 - 01	PARKER
3	2002 - 01	PIACENTINE
4	2004 - 01	FIELDSTONE
5	2004 - 02	VILLA LA MICHELE
6	2005 - 01	FAIRVIEW VILLAGE
7	2005 - 02	LINWOOD PARK PHASES 1 & 2
8	2006 - 01	BLAIR ESTATES UNIT 1
9	2006 - 02	BENSON ESTATES
10	2006 - 03	WHITEHAWK ESTATES
11	2006 - 04	LEDGERWOOD NO. 7
12	2006 - 05	ORLAND PARK PHASE 1
13	2007 - 01	LORENZO
14	2007 - 02	BLAIR ESTATES UNIT 2
15	2008 - 01	ORLAND BUSINESS PARK
16	2008 - 02	IKE

CITY OF ORLAND

ROLLS ANDERSON & ROLL

ORLAND ASSESSMENT DISTRICTS

DATE: AUGUST 2011
SCALE: 1" = 500'

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 5.E.

MEETING DATE: September 7, 2021

TO: Honorable Mayor and Council
FROM: Pete Carr, City Manager
SUBJECT: Agreement for Project Development Work (Action)

City Council is asked to authorize the City Manager to execute an agreement for environmental services for a development project.

BACKGROUND

When environmental reports and other technical planning and engineering work is required in consideration of entitlement approval for a development project, the City normally engages a consulting firm for the work. The City can work directly with its partner planning firm, ECORP Consulting, or solicit bid proposals for the work. While City staff endeavor to select a firm consistent with the developer's recommendations, firm selection, engagement and project supervision are the purview of the City.

Contracts for outside services are submitted for approval by the City Council.

DISCUSSION

Maverik proposes to develop a fueling center on 4.53 acres of what is locally known as Commerce Plaza. The project would include a 9000-sq ft store and fast food restaurant with drive thru, 14 automobile gas fueling stations and 5 truck diesel fueling stations but no onsite semi-truck parking. The property is zoned Highway Commercial. While automobile service stations and restaurants are principally permitted uses in this zone, high capacity diesel refueling requires a conditional use permit (CUP).

The current property owner applied to the City for site plan review, lot merger action and CUP. Staff determined that CEQA applies to this project. The City will engage ECORP to perform a standard CEQA review including technical analysis of air quality, biological, cultural resources, noise and traffic impacts. The developer is executing a pass-thru agreement with the City and depositing required funds for immediate commencement of the CEQA work.

Attachment: Scope and cost estimate with ECORP for Maverik Fueling Center CEQA review

RECOMMENDATION:

Approve the agreement between the City and ECORP for development services for the proposed Maverik project, authorize City Manager to execute and proceed.

Fiscal Impact of Recommendation: None, CEQA costs incurred are passed thru to developers for reimbursement.



August 2, 2021

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

Subject: *Proposal to Provide a CEQA Review Document for the Maverik Fueling Center Project*

Dear Mr. Carr:

ECORP Consulting, Inc. (ECORP) is pleased to present our proposal to provide a CEQA Review Document for the proposed Maverik Fueling Center project in the city of *Orland*. This proposal includes a brief discussion of our understanding of the project and proposed approach for efficient completion of tasks; summaries of the experience of key members of the ECORP Project Team; and a detailed scope of work, schedule, and cost estimate.

1 – PROJECT UNDERSTANDING/APPROACH

Proposed Project

The Proposed Project is located in the City of Orland on a 4.53-acre site at the southwest corner of Newville Road and Commerce Lane. The Project includes the following:

1. A 9,084 building which has a convenience store and fast food restaurant with drive thru,
2. 14 automobile gas fueling stations,
3. 5 truck diesel fueling stations,
4. 49 parking stalls,
5. No semi-truck parking stalls,
6. An RV wastewater dumping station,
7. 2 entrance/exit driveways on Commerce Lane and 1 on Newville Road, and
8. Underground fuel storage tanks, no above ground tanks shown.

ECORP's Approach

Based upon our understanding of the project site, conditions in and around the project site and experience with similar projects, ECORP anticipates that the following will be key issues to be addressed in the environmental document:

- ◆ Air Quality/GHG
- ◆ Biological Resources
- ◆ Cultural Resources
- ◆ Noise
- ◆ Traffic

The key components of our approach and successful project completion are close and regular coordination with the City to ensure we achieve the project's and City's goals and meet the schedule and budget; early engagement with the project team in developing the project description and avoiding sensitive resources that could cause project delays; and leveraging our excellent working relationships with regulatory agency staff to avoid any surprises that could adversely affect the project.

It is anticipated by ECORP that the CEQA analysis will result in an initial study/mitigated negative declaration. However, the final determination on the level of CEQA documentation cannot be made until actual analysis is underway. Based on that assumption, this proposal is for an initial study/mitigated negative declaration.

If during the analysis it is determined that an environmental impact report will be necessary, ECORP will immediately contact the City to discuss possible actions and address the identified issues.

2 – PROJECT TEAM

ECORP has assembled a highly qualified team of in-house technical and subject-matter experts to successfully complete this project. Key team members have extensive experience with projects involving new school facilities, campus modernization work and campus re-organization projects. ECORP will provide project management, CEQA documentation and analysis including technical analysis for air quality/greenhouse gas, biological resources, cultural resources and noise.

A description of the key personnel and their assigned role is provided below. These key personnel are dedicated to the project.

Mike Martin, Senior Environmental Planner/Project Manager. As a senior environmental planner for ECORP and the Project Manager for this effort, Mr. Martin will provide direct hands-on oversight of the Project. Mr. Martin will provide primary quality control for all products resulting from the effort and will serve as the liaison and direct-contact for the ECORP-teams work.

Mr. Martin's current responsibilities include environmental planning, policy document preparation, and contract planning services for client agencies. As a project manager and assistant project manager with 15 years of experience, Mr. Martin has completed environmental impact reports for new/replacement facilities at Santa Monica High School (on-going), large-scale residential developments, multi-use developments, commercial developments, and general plan updates. He has also written numerous initial studies/negative declarations for a variety of development types including new school and athletic facilities at Chico High School and Pleasant Valley High School, March Jr. High and Lincoln Jr. High. In addition, Mr. Martin provides contract planning staff for various jurisdictions in northern California and has written zoning code and subdivision code updates, municipal service reviews, development impact fee updates, housing elements, and general plan updates. Finally, Mr. Martin has written housing condition and income surveys, and housing needs assessments, written Community Development Block Grant (CDBG) P/TA and General Allocation grants, and written over 35 Affordable Housing Feasibility studies throughout the United States.

Scott Friend, AICP, Senior Environmental Planner/Project Director. Mr. Friend will be the Project Director for the project. He will provide overall oversight and be responsible for all ECORP products for the proposed project.

Mr. Friend is a senior member of the ECORP team focusing primarily in the subject areas of land use planning and environmental analysis. He oversees the activities and work of ECORP's Chico office with a practice-area focus on the northern California area. He oversees all work in the office and provides senior-level planning, environmental, contract staffing and project management services. Prior to working for ECORP, Mr. Friend managed and oversaw the operations of the Chico office of Michael Baker International (formerly PMC). He has obtained professional planning experience in both local government planning and private sector consulting and has managed numerous public and private sector planning agencies, activities and programs.

For the past 20+ years, Mr. Friend has obtained a variety of local government experience in both current and advance planning including serving as a contract staff planner/department director for various Northern California counties, cities and towns.

Seth Myers, Project Manager/Senior Emissions and Noise Analyst. With 15 years of experience as an environmental planner and air quality/noise analyst, Mr. Myers is involved in the preparation of a full range of CEQA and NEPA environmental compliance and review documents including environmental impact reports. He has extensive expertise conducting air quality, greenhouse gas emissions, and noise analyses

and has a comprehensive working knowledge of the associated regulatory environment. He is proficient in the use of CalEEMod, EMFAC2017, AERMOD, SoundPLAN, the Roadway Construction Model, the Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model, and other industry standard emissions and noise modeling tools.

Keith Kwan, Senior Biologist/Avian Ecologist. Mr. Kwan has more than 30 years of experience as a wildlife biologist and wetland ecologist. He specializes in avian ecology, wetland delineations and wetland ecology, special-status species ecology, environmental impact assessment, regulatory compliance, and project management. He also has expertise in conducting biological resource assessments, bird censuses, special-status species surveys, general biotic inventories, and biodiversity monitoring of created, restored, and existing terrestrial habitats of California.

He has expertise in delineation of waters of the U.S. and has delineated over a hundred sites throughout California, Nevada, and Colorado. He also has expertise in California's Central Valley annual grassland and oak woodland communities, having conducted hundreds of wetland and biological resource evaluations related to site development, impact assessment, California Environmental Quality Act (CEQA) compliance, Clean Water Act (CWA) 404 compliance, and California Department of Fish and Wildlife (CDFW) 1602 compliance.

His expertise in avian ecology includes numerous breeding bird surveys, nest monitoring, and pre-construction clearance surveys in support of various local, state and federal regulations (e.g. CEQA, CDFW 1602). He has developed studies utilizing focal survey and point-count methodologies to assess bird use. He has been an active birdwatcher throughout California and has participated in National Audubon Society Christmas Bird Counts for more than 30 years.

He administers Quality Assurance/Quality Control for many of the biological reports produced in the Northern California office, including wetland delineations, special-status species assessment and survey reports, arborist survey reports, biological assessments, Section 404 mitigation and compliance reports. He also has expertise in identification and field sampling of federally-listed vernal pool branchiopods.

Jeremy Adams, Cultural Resources Manager/Senior Architectural Historian. Mr. Adams is a Cultural Resources Manager and Senior Architectural Historian with 10 years of experience in developing cultural resources management strategies and leading the implementation of cultural inventories, evaluations, effects analysis, and preparation of mitigation documents. He holds a Master of Arts degree in History (Public History), a Bachelor of Arts degree in History, and he meets the Secretary of the Interior's Professional Qualification Standards for Architectural History and History. Mr. Adams serves as principal investigator for all architectural history components of projects and is well versed in the practical application of the laws and regulations of Section 106 of the NHPA and California Environmental Quality Act (CEQA). He is highly skilled at historical research and analysis and is familiar with numerous archives, libraries, museums, and other historical repositories throughout California. He has prepared historic contexts, property histories, and carried out architectural site documentation for buildings, structures, and historical landscapes. He has also prepared built-environment impact assessments and has developed mitigation measures for CEQA and Section 106 projects. In addition, he has carried out all three versions of HABS/HAER/HALS historical documentation, developed educational interpretive panels, has completed Caltrans Standard Environmental Reference documents, multiple versions of Finding of Effect documents, and has evaluated numerous historic-age buildings and properties, as well as assisted lead agencies with SHPO consultation. As the manager of ECORP's cultural resources department in Rocklin, he has led numerous cultural resources studies and is the principal investigator and author for multiple architectural history studies.

3 – SCOPE OF WORK

Provided below is ECORP's proposed scope of work for CEQA review of the proposed project. We have included a description of activities to be completed for each task and deliverables. Based on our experience,

we suggest that an IS/MND will be the appropriate environmental document for this project. However, as stated previously, if during the analysis, it is determined that an environmental impact report will be necessary, ECORP will immediately contact the City to discuss possible further actions necessary.

Task 1: Project Initiation

As the Project Team is familiar with the Project site, we do not believe that a formal site visit is necessary to initiate the project. As such, we have scoped and budgeted for a conference call kick-off meeting with the City to discuss and review Project objectives and Project characteristics. This approach helps to reduce both time and cost at the front-end of the project.

Topics to be discussed during the project initiation call will include the Project schedule, key Project issues, communication protocol, the procedure for data gathering, Project characteristics and the proposed scope of work. Approximately one (1) hour of meeting time is assumed for this meeting. Following the start-up meeting/call, ECORP will conduct an internal team meeting to initiate work on the Project.

Task 1 Deliverables

- ◆ Project team conference call

Task 2: Develop Project Description

ECORP will coordinate with the City to develop and clarify the project description. Coordination for this task will be via telephone and/or email. Development of the project description will establish the critical elements of the site plan, construction schedule and equipment, and operation and maintenance of the proposed project. The project description will include:

- ◆ Project setting: a description of the projects regional and local location, environmental setting, local transportation system, land use designations, and surrounding land uses. Maps showing the regional and specific location of the project will be included in this section.
- ◆ Project characteristics: project construction schedule and sequencing; site layout; and a detailed description of site operations. ECORP assumes that any site layout maps, elevations, etc. shall be provided by the project architect/engineer in CAD with .pdf format exhibits.
- ◆ Intended uses of the IS/MND: a list of uses of the IS/MND, including a list of project approvals required by other agencies.

Task 2 Deliverables

- ◆ Project Description section for IS/MND document, provided electronically via email in a PDF and MS Word file format. ECORP assumes one round of comments.

Task 3: Technical Studies

In addition to the technical studies provided by the applicant, the following technical studies will be conducted for the proposed project by ECORP. Please note: a traffic impact study is not included as a part of this proposal as this is to be provided by the Applicant.

It has been assumed that the data required to support and document answers to all other CEQA Initial Study checklist items can be obtained from existing documentation (i.e., Orland General Plan, any environmental documents for nearby projects, floodplain maps, and other standard environmental references), consultation with City staff, or information being prepared separately by the City.

3.1 – Air Quality and Greenhouse Gas Emissions Assessment Report

The assessment of air quality and greenhouse gas (GHG) emissions will quantify short-term (i.e., construction) and long-term (i.e., operational) emissions generated by the Proposed Project using the California Emissions Estimator Model version 2020.4.0 (CalEEMod) software. CalEEMod is a statewide land use emissions computer model designed to quantify pollutant emissions associated with operations from a

variety of land use projects. Emission calculations will be augmented with refined gasoline vapor emission factors provided by the California Air Pollution Control Officers Association (CAPCOA).

The Project is located within the Glenn County portion of the Northern Sacramento Valley Air Basin, which is under the jurisdiction of the Glenn County Air Pollution Control District (GCAPCD). The GCAPCD has not formally adopted thresholds of significance for the evaluation of proposed projects that are subject to CEQA review. Therefore, the calculated emissions attributable to the Proposed Project will be compared to the significance thresholds established by the Tehama County APCD, which is also located in the Northern Sacramento Valley Air Basin and has established thresholds under CEQA for the assessment of air quality impacts.

The Proposed Project would be a source of gasoline vapors that would include toxic air contaminants (TACs) such as benzene, methyl tertiary-butyl ether, toluene, and xylene. Benzene is the primary TAC associated with gas stations. Gasoline vapors are released during the filling of stationary underground storage tanks and during the transfer from those underground tanks to individual vehicles. Due to the Project's proximity to residential land uses, the preparation of a health risk assessment (HRA) is proposed. The air dispersion modeling for the HRA will be performed using the U.S. EPA AERMOD dispersion model. AERMOD is a steady-state, multiple-source, Gaussian dispersion model designed for use with emission sources situated in terrain where ground elevations can exceed the stack heights of the emission sources (not a factor in this case). AERMOD requires hourly meteorological data consisting of wind vector, wind speed, temperature, stability class, and mixing height.

Health risk impacts from Proposed Project related TACs would be addressed based on the Project's proximity to sensitive receptors and the likelihood and potential level of potential exposure. The quantitative impact analysis will involve the development of an emissions inventory for TAC sources (i.e., gasoline dispensers and storage tanks), dispersion modeling to determine concentrations at sensitive receptors, and determination of the chronic and acute health impacts along with the projected increase in cancer risk due to exposure to TACs. Project emission of gasoline vapors will be based on the estimated annual gallons of gasoline throughput provided by the Project applicant.

The HRA would be prepared in accordance with the California Air Pollution Control Officers Association's (CAPCOA's) *Gasoline Service Station Industrywide Risk Assessment Guidelines*. The modeled concentrations will be used to estimate the increased cancer risk and health hazard in accordance with the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment (OEHHA) *Air Toxics Hot Spots Program Risk Assessment Guidelines - The Air Toxics Hot Spot Program Guidance Manual for Preparation of Health Risk Assessment*. The assessment will present background information on TACs and health risks, the assumptions used for the modeling and modeling methodology and the results of the analysis. Pollutant concentrations and corresponding cancer risk from the Project site will be identified.

ECORP proposes to evaluate potential air quality and GHG emission-related impacts in a technical report. The analysis will be supported by modeling documentation, which would be included as an appendix to the technical report.

Task 3.1 Deliverables

One (1) electronic version of both the draft and final Air Quality and Greenhouse Gas Assessment Report. The Health Risk Assessment will be included as an attachment to the Air Quality and Greenhouse Gas Assessment Report.

3.2 Biological Resources

ECORP will conduct a biological resources assessment for the Project Area consisting of 4.53 acres of land at the intersection of Commerce Lane and Newville Road in Orland, Glenn County, California. This assessment will cover a review of existing biological information in the region and documentation specific to the project, including a literature review. The literature review will include available information such as

aerial photography and database queries of the CDFW California Natural Diversity Database (CNDDDB), California Native Plant Society (CNPS), U.S. Fish and Wildlife Service (USFWS), and National Marine Fisheries Service (NMFS) for potentially occurring special-status species in the vicinity of the project. This assessment will also include aerial photograph interpretation and a reconnaissance-level site investigation to identify and characterize vegetation communities present onsite and the approximate extent of potential aquatic resources. Vegetation communities, including riparian vegetation, will be assessed and mapped using the *Manual of California Vegetation* (Sawyer et al., 2009). The assessment will also include an evaluation of special-status species with potential to occur onsite based on the literature review and reconnaissance-level site visit.

A summary of the findings will be incorporated into the biological resource's assessment report. The report will provide the regulatory context, as well as the methods, results, and recommendations for appropriate mitigation measures to address potential impacts to biological resources for incorporation into the California Environmental Quality Act (CEQA) review document. Potential impacts to biological resources will be assessed using the CEQA Appendix G Checklist. As part of the biological resource assessment, ECORP will also identify the likely required permits and approvals to implement the project design and construct the Project.

Task 3.2 Deliverables

One (1) electronic version of both the draft and final Biological Resources Assessment.

Assumptions:

- The scope assumes that the project boundary will be provided by the client at the start of preparation, and that no changes to the original project boundary or land use components occur.
- The preliminary aquatic resources assessment will not be conducted in accordance with the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987), Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region, Version 2.0 (U.S. Army Corps of Engineers 2008), and the U.S. Army Corps of Engineers Sacramento District's Minimum Standards for Acceptance of Preliminary Wetland Delineations (U.S. Army Corps of Engineers 2001).
- One round of revisions is included in this report.
- The BRA will likely identify the need for focused surveys; however, this task does not include focused (protocol-level) surveys for sensitive species or coordination or consultation with the regulatory agencies.

3.3 Cultural Resources Inventory and Evaluation

ECORP will carry out a cultural resource inventory and evaluation for the Maverik Orland Project. The Project Area consists of 4.53 acres of land at the intersection of Commerce Lane and Newville Road in Orland, Glenn County, California. The Project includes the construction of an automobile and diesel truck fueling station, underground fuel storage tanks, convenience store and fast food restaurant, RV wastewater dumping station, and three driveways.

The cultural resources inventory will be conducted by or under the direct supervision of a Registered Professional Archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for prehistoric and historical archaeology. This study will be conducted pursuant to compliance with the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations in 36 CFR 800.

The scope of work for the inventory includes a records search and literature review of the Project Area with the Northeastern California Information Center (NEIC) including a 0.5-mile radius to gather physical records from the information center as necessary to inform the technical study. The scope also includes a Sacred Lands File search with the Native American Heritage Commission (NAHC), an archaeological pedestrian field survey of the entire project area, and preparation of a Cultural Resources Inventory Report.

A preliminary review of project plan show that two buildings that meet the age threshold to be considered cultural resources (older than 50 years) may be impacted by the project. As required by CEQA and Section 106, ECORP will include an evaluation of the buildings against the eligibility criteria for the National Register of Historic Places and California Register of Historical Resources. The cultural resources evaluation will be conducted by or under the direct supervision of an architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards for architectural history and history. ECORP will employ archival research to support the evaluation, and the methods and results for this effort will be incorporated into the Inventory Report. These structures may have been previously recorded and evaluated with documentation on file with the NEIC. In this scope, ECORP will update the existing records, if any, for these structures.

The draft report will be submitted electronically within 45 days of a fully executed contract and a notice to proceed. ECORP will make one round of revisions following City review and will prepare the final report.

Task 3.3 Deliverables

One (1) electronic version of both the draft and final Cultural Resources Report.

Assumptions:

- GIS or CAD data of the project area will be provided to ECORP prior to initiating any work.
- Other than the two buildings identified during preliminary review, no additional archaeological or cultural resources will be identified or recorded as a part of the field survey. If any other cultural resources are identified as a result of the record search or survey, then a change order will be required to record, test, and/or evaluate the resources.
- This scope does not include preparation of a Finding of Effect/Impact Statement for any resources that may be found eligible as a result of the evaluations.
- Project meetings, hard copies of reports, responses to comments, and other tasks not specified above will require a contract change order.
- This scope does not include recording, testing, collection, or evaluating any additional resources identified within the Project Area. A scope and cost for these activities cannot be established until completion of the cultural resources inventory and records search and may be completed under change order.
- This scope does not include Native American consultation under any state or federal law.
- In compliance with the terms of agreement between ECORP and the California Office of Historic Preservation, one unbound copy of the final report will be submitted to the appropriate confidential OHP Information Center, where it will be archived and remain confidential (accessible only by qualified archaeologists; note that this is required, regardless of project status and does not affect project approval).

3.4 – Noise Impact Assessment Report

The evaluation of noise impacts associated with the Project will be completed by Senior-level staff members who are noise experts. In order to establish the existing ambient noise levels currently experienced at the Project site, and thus noise/land use compatibility, ECORP will first conduct a long-term (24-hours) baseline noise measurement at the site in order to obtain a general representation of the existing ambient noise currently experienced in the area. The results will be reported in the Community Noise Equivalent Level (CNEL) noise metric. CNEL is a 24-hour average measurement of sound with a five decibel "weighting"

during the hours of 7:00 p.m. to 10:00 p.m. and a 10 decibel "weighting" added to noise during the hours of 10:00 p.m. to 7:00 a.m. to account for noise sensitivity in the evening and nighttime, respectively. In addition to the 24-hour measurement, ECORP will also conduct up to three short-term (15 minutes) measurements in the Project vicinity surrounding the site in order to establish the existing ambient noise levels currently experienced in the areas surrounding the Project.

The applicable noise standards for the Project area (i.e., City of Orland Noise Element) will be reviewed and discussed as these standards will be the basis for the Project impact determination and whether mitigation is necessary.

Construction would occur during implementation of the Proposed Project. Noise levels from construction sources will be analyzed using the Federal Transit Administration Roadway Construction Noise Model and based on the anticipated equipment to be used. In order to evaluate the potential health-related effects (physical damage to the ear) from construction noise, construction noise will be evaluated in terms of hourly equivalent continuous noise levels (L_{eq}) and the frequency of occurrence at the nearby residences. In addition to construction noise, an analysis of vibration impacts will be prepared based on the California Department of Transportation's vibration analysis guidance.

The evaluation of the Project's contribution to noise increases over existing conditions will be addressed. The predominate source of onsite noise includes parking lot noise, gas station operations, and drive-thru speaker. The analysis of onsite noise will rely on the SoundPLAN 3D noise model, which will be used to calculate the propagation/spread of onsite Project noise levels from onsite Project operations. The SoundPLAN 3D noise model predicts noise levels based on the location, noise level, and frequency spectra of the noise sources as well as the geometry and reflective properties of the local terrain, buildings and barriers. A noise contour graphic will be prepared to depict the noise levels at the surrounding receptors. The modeling results and noise contour graphics will be discussed and summarized in the analysis.

Another major source of noise associated with the Project would be offsite automobile traffic. Potential noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The 24-hour weighted Community Noise Equivalent Levels (CNEL) will be presented in a tabular format. ECORP will require the completed Traffic Impact Assessment to complete the evaluation of offsite traffic noise.

ECORP proposes to evaluate noise impacts in a technical report. Where appropriate, the analysis would be supported by modeling documentation, which would be included as an appendix to the report.

Task 3.4 Deliverables

One (1) electronic version of both the draft and final Noise Impact Assessment Report.

Task 4: Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND)

ECORP, will prepare an Administrative Draft IS/MND for the proposed project. The scope of the IS/MND will address the full scope of potential environmental issues as based on Appendix G of the State CEQA Guidelines. The analysis conducted for Task 3 will be summarized in the IS/MND, and technical studies will be attached as appendices. ECORP will also prepare a draft Notice of Availability/Notice Intent to Adopt an IS/MND (NOA/NOI), Notice of Completion (NOC) (SCH cover sheet). The NOA/NOI will be used to notice the public about the project for the required 30-day public review period. Based on the project information in the project description and our knowledge of the local area, ECORP has assumed that the appropriate CEQA document will be an IS/MND. However, if one or more technical studies reveal a potentially significant environmental impact that cannot be mitigated, we will work with City staff to avoid or minimize the impact through project design. If the impact cannot be avoided or minimized through design, ECORP will submit a separate scope of work and cost estimate to prepare an Environmental Impact Report (EIR).

Task 4 Deliverables

- ♦ One (1) electronic copy of the Administrative Draft IS/MND in PDF file format delivered via email.

Task 5: Prepare Draft IS/MND, Notice of Intent (NOI), and Notice of Completion (NOC)

On receipt of the City comments on the Administrative Draft IS/MND and notices, ECORP will make the appropriate revisions to the documents. A Revised Administrative Draft IS/MND and notices will be prepared. After receipt of comments on the Revised Administrative Draft IS/MND and notices, a print check copy of the Draft IS/MND and notices will be provided to the City prior to printing the Draft IS/MND and notices. ECORP will coordinate with the City to resolve all issues between administrative and final versions of the document. ECORP assumes that the City will file the NOA/NOI and Draft IS/MND at the Glenn County Clerk's Office as required. ECORP assumes that the City will mail the NOA/NOI to the mailing list, publish the NOA/NOI in local newspapers, and place public notice advertisements to announce the Draft MND public/agency workshop in local newspapers. With approval of the City, ECORP will deliver the required on-line submittal of the Draft IS/MND, the NOC and Summary Form to the State Clearinghouse. We have assumed that the City will pay all fees associated with posting of the NOI at the County Clerk and local newspapers.

Task 5 Deliverables

- ♦ One (1) electronic copy and three (3) bound copies of the public Draft IS/MND delivered to the City.
- ♦ With approval by the City, ECORP will deliver the required on-line submittal of the Draft IS/MND, the NOC, NOI, and Summary Form to the State Clearinghouse.

Task 6: Prepare Administrative Final IS/MND and Notice of Determination

After the conclusion of the 30-day public and agency comment period, ECORP will prepare draft responses to comments and make the appropriate revisions to the IS/MND. On completion of the Administrative Final IS/MND, ECORP will provide copies to the City for review and comment. ECORP will also prepare the draft Notice of Determination (NOD). Our cost estimate assumes up to ten comment letters with a total of 30 distinct comments.

Task 6 Deliverables

- ♦ One (1) electronic copy of the Administrative Final IS/MND and Draft NOD in the PDF file format delivered via email.

Task 7: Final IS/MND and Notice of Determination (NOD)

After receipt of comments on the Administrative Final IS/MND, ECORP will finalize the IS/MND and provide a Revised Administrative Final IS/MND to the City for their final review. Upon acceptance of the Revised Administrative Final IS/MND, ECORP will prepare the Final IS/MND and provide the NOD to the City. ECORP assumes that the City will file the notices at the Glenn County Clerk will pay all fees associated with the notice filing.

Task 7 Deliverables

- ♦ Two (2) bound copies and an electronic copy of the Final IS/MND.
- ♦ One (1) electronic copy of the Final NOD

Task 8: Mitigation Monitoring and Reporting Program

ECORP will prepare an Administrative Draft MMRP based on the Final IS/MND. The MMRP will be prepared in a manner consistent with CEQA Section 21081.6 and will be in table format subject to review and approval by the City. After receipt of City comments, ECORP will prepare the Final MMRP.

Task 8 Deliverables

- ♦ One (1) electronic copy of the Final MMRP.

Task 9: Public Meetings



ECORP's Project Manager and appropriate staff will attend up to two (2) public meetings. This may include neighborhood meetings, meetings to solicit public comment on the Draft IS/MND, and/or attending Planning Commission or Board of Supervisors meetings for consideration of the project. It is assumed that the City will coordinate all public meetings associated with the proposed project. ECORP can provide exhibits and make presentations at the meetings, if requested, as an optional task.

Task 9 Deliverables

- ♦ Meeting attendance at up to two (2) public meetings.

Task 10: Project Management

ECORP will provide ongoing project management support both internally and externally to ensure that the project stays on schedule and that work products receive thorough review. The Project Manager will be available for ongoing calls and meetings with City staff throughout the project schedule.

Task 10 Deliverables

- ♦ None

4 – SCHEDULE OF WORK

ECORP estimates that the overall schedule, assuming two-week turnaround of any and all comments on documents by the City, assumes the traffic impact study will be completed and provided to ECORP within the Technical Studies timeframe shown below and including the required 30-day public review period, will be 6-7 months from start to the Planning Commission hearing.

CEQA Compliance Schedule

Task	Time Frame for Completion
Task 1: Project Initiation	Within two weeks of signed contract
Task 2: Develop Project Description	Within two weeks of the completion of Task 1
Task 3: Technical Studies	Technical studies will be completed within eight weeks of notice to proceed
Task 4: Administrative Draft IS/MND	Within three weeks following completion of Task 2
Task 5: Prepare Draft IS/MND, NOI, and NOC	Within two weeks of receiving comments from the City
Task 6: Prepare Administrative Final IS/MND and Notice of Determination	Within two weeks of the close of the 30-day public comment period
Task 7: Final IS/MND, NOD	Within two weeks following the receipt of the City's comments
Task 8: Mitigation Monitoring and Reporting Program	During completion of the Final IS/MND
Task 9: Public Meetings	As needed
Task 10: Project Management	Ongoing

5 – COST PROPOSAL

The services provided above will be billed on a Time-and-Materials, Not-to-Exceed Basis per task. The estimated costs to complete the work are shown in the following table.

Cost Breakdown by Task

Task/Activity	Cost
Task 1: Project Initiation	\$480
Task 2: Develop Project Description	\$1,200
Task 3: Technical Studies	

Task/Activity	Cost
3.1 Air Quality/GHG/HRA Report	\$8,905
3.2 Biological Resources	\$6,100
3.3 Cultural Resources Inventory and Evaluation	\$11,520
3.4 Noise Impact Assessment Report	\$6,815
Task 4: Administrative Draft IS/MND	\$12,065
Task 5: Preparation of Draft IS/MND, NOA/NOI, NOC and Summary Form	\$2,210
Task 6: Prepare Administrative Final IS/MND and Notice of Determination	\$5,500
Task 7: Final IS/MND, NOD	\$1,850
Task 8: Mitigation Monitoring and Reporting Program	\$415
Task 9: Public Meetings (<i>assumed 2 meetings</i>)	\$940
Task 10: Project Management	\$1,830
Total Costs	\$59,830

Assumptions

The scope of work and budget provisions of this proposal assume the following:

- ✦ The cost proposal will remain valid for ninety (90) days.
- ✦ The cost proposal is for the purposes of compliance with California Environmental Policy Act (CEQA) only. This proposal does not include nor anticipate analysis for purpose of compliance with the National Environmental Quality Act (NEPA).
- ✦ The Project Description shall not be substantially changed by the applicant after commencement of the scope of work.
- ✦ ECORP, Inc. has assumed that the Project will not include amendments to the City's General Plan nor any modifications to City development policies or standards that could be applicable to properties beyond the Project site.
- ✦ The ECORP Project Team will have access to all necessary Project materials to include Project site plans and available site information.
- ✦ This proposed scope of work does not include protocol-level surveys for endangered wildlife and fisheries resources or jurisdictional wetland delineations or determinations.
- ✦ ECORP, Inc. assumes one round of consolidated comments on the Draft Initial.
- ✦ The ECORP Project team has budgeted for a set number of meetings for the Project. Additional meetings can be coordinated on a time and materials cost basis.
- ✦ The proposed scope and budget assume that the Proposed Project will have minimal environmental impacts and that any and all impacts identified can be reduced to a level of less-than-significant through the use of standard mitigation and avoidance measures.
- ✦ No ECORP provided traffic report will be provided with this proposal but will be provided by the Project Applicant.
- ✦ ECORP, Inc. assumes one round of consolidated comments on the Draft Initial Study Negative/Mitigated Negative Declaration document by the City.
- ✦ If the schedule is delayed due to unresolved issues or review requirements, the Project schedule and budget may need to be modified.
- ✦ Staff and responsible agencies will cooperate with the ECORP Project Team in a timely manner. Work shall not be stopped or delayed by the applicant or others outside of the Project team. Should work be so stopped or delayed for a period exceeding sixty (60) days, ECORP, Inc. shall be reimbursed for costs incurred to date on the Project.

- ♦ Any changes to the above assumptions are not included in this scope and budget may result in additional time and cost.
- ♦ ECORP, Inc. may elect to move costs from task to task if required provided the total contract dollars are not exceeded.

If you have any questions regarding the scope, assumptions or cost, please call me at (530) 228-8768. If this proposal meets your approval, please contact me at your earliest convenience to set up a work order.

Thank you for the opportunity to submit this proposal.

Sincerely,



Scott Friend, AICP
Project Director



August 25, 2021
(P20-526.06)

Scope of Work and Cost Estimate¹ for
Environmental Services
Regarding
Maverik Fueling Center
For
City of Orland

Cost Estimate

Proposed Tasks:

The following tasks are proposed for the Maverik Fueling Center, per the attached proposal dated August 2, 2021.

Task/Activity	Cost
Task 1: Project Initiation	\$480
Task 2: Develop Project Description	\$1,200
Task 3: Technical Studies	
3.1 Air Quality/GHG/HRA Report	\$8,905
3.2 Biological Resources	\$6,100
3.3 Cultural Resources Inventory and Evaluation	\$11,520
3.4 Noise Impact Assessment Report	\$6,815
Task 4: Administrative Draft IS/MND	\$12,065
Task 5: Preparation of Draft IS/MND, NOA/NOI, NOC and Summary Form	\$2,210
Task 6: Prepare Administrative Final IS/MND and Notice of Determination	\$5,500
Task 7: Final IS/MND, NOD	\$1,850
Task 8: Mitigation Monitoring and Reporting Program	\$415
Task 9: Public Meetings (<i>assumed 2 meetings</i>)	\$940
Task 10: Project Management	\$1,830
Total Costs	\$59,830

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Copies (color and black and white), equipment and other direct expenses are reimbursed with a 10% administrative handling charge (excluding per diem).
3. Subcontractor expenses are reimbursed with a 10% administrative handling charge.
4. Mileage is reimbursed at current IRS rate with a 10% administrative handling charge.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. When non-standard billing is requested, time spent by office administrative personnel in invoice preparation is a cost to the project and charged as technical labor.

¹The cost estimate is based on time and materials and is valid for 90 days.

It is agreed that Company may, for the Client's convenience, and upon Client's verbal authorization, commence performance of the services before execution of a written contract. In such event, it is agreed that Company's Standard Terms and Conditions shall apply with respect to the services until the parties execute another contract covering such services. Company will confirm Client's verbal authorization. Unless Client instructs Company in writing not to proceed within 24 hours of receipt of Company's written confirmation, parties shall be deemed to have agreed to commencement of services in accordance with Company's confirmation notice.

If the Client elects to use a purchase order or other document to commence the services or for billing or accounting purposes, Company will refer to such document by number in its correspondences, invoices, and work products; however, Company's Terms and Conditions will prevail over any such document, and only Company's Terms and Conditions shall apply with respect to the services, superseded by a definitively written contract when executed by the parties.

ECORP Consulting, Inc. bills on a monthly basis. Our terms are NET 30. In the event an invoice is not paid within 30 days of receipt, we will assess a 3 % per month late charge on the overdue amount, which shall incur an interest charge thereafter at the rate of 1.5% per month of the outstanding balance. In the event of an outstanding balance, ECORP Consulting, Inc. reserves the right to cease all work on this project until the payment of the balance is received in full.

If we suspend work because of nonpayment, we do not assume liability for any damages that may arise as a result of that suspension of work. In the event any action is brought to enforce the terms of payment identified above, the prevailing party shall be entitled to reasonable attorney fees and court costs.

Agreed and Accepted:

ECORP Consulting, Inc.:

City of Orland:



By: Scott Friend
Title: Senior Environmental Planner
Date: August 25, 2021

By: Peter Carr
Title: City Manager
Date: _____

CITY OF ORLAND

CITY COUNCIL AGENDA CONSENT ITEM #: 5.F.

MEETING DATE: September 7, 2021

TO: Honorable Mayor and Council
FROM: Janet Wackerman, Grants Administrator
SUBJECT: Construction Design Services

Staff seeks City Council approval to authorize City Manager, or his designee, to enter into a contract with an engineering firm to provide construction design services for the Road M1/2 Rehabilitation Project.

BACKGROUND

The City of Orland will be utilizing SB1, Road Maintenance and Rehabilitation Act (RMRA) funds to design the Road M1/2 improvements. After design, State Transportation Improvement Project funds will be utilized for the construction.

DISCUSSION

Request for Proposals (RFP) were e-mailed and/or mailed to engineering firms. The RFP was also listed on the City's website and on the Valley Contractor Exchange. The three (3) RFPs that were received by the August 31st deadline were from Rolls, Anderson & Rolls, GHD Engineering and Dokken Engineering.

Rolls Anderson & Rolls' proposal (following this memo) was determined to best meet the needs of the City.

RECOMMENDATION

Authorize City Manager, or his designee, to sign a contract with RAR to provide construction design services for the Road M1/2 Rehabilitation Project

Fiscal Impact of Recommendation: RMRA funds in the amount of \$70,000 is available.



**Proposal for
Professional Engineering
Design Services for
Road M ½ Rehabilitation Project**

In response to

City of Orland RFP

Prepared on August 31, 2021 by:


ROLLS ANDERSON & ROLLS
CIVIL ENGINEERS
115 YELLOWSTONE DRIVE CHICO CALIFORNIA 95973-5811
TELEPHONE 530-895-1422 WWW.RARCIVIL.COM

August 31, 2021

Janet Wackerman
City of Orland
Grants Administrator
815 Fourth Street
Orland, CA 95963

**Subject: Request for Proposal for Professional Engineering Design Services
for the Road M ½ Rehabilitation Project**

Dear Ms. Wackerman,

Rolls, Anderson and Rolls (RAR) is pleased to submit our proposal to provide professional engineering design services for the Road M ½ Rehabilitation Project.

We are a local engineering firm that has assembled a local team of experienced professionals and together we are committed to providing the City of Orland with a complete project design in an efficient and timely manner. The RAR design team is excited to assist the City of Orland in completing this Reconstruction Project and further the City's goals of creating public access and circulation in the Northeast Orland area.

This Proposal is a firm offer to enter into a binding agreement with the City in accordance with the request for proposal and will remain valid for a period of one-hundred-twenty (120) days from the date of submittal. Furthermore, I am an officer empowered by the firm to sign this proposal and thereby commit RAR to the obligations contained within.

We are pleased to have this opportunity to continue our working relationship with the City of Orland. Should you have any questions please contact Jeffrey Rabo at jrabo@rarcivil.com or (530) 895-1422.

Sincerely,
Rolls, Anderson & Rolls,



Jeffrey I. Rabo
Vice President

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EXECUTIVE SUMMARY

Company Backgrounds

ROLLS, ANDERSON & ROLLS (RAR)

RAR was founded in 1971 as Ellis Rolls & Associates, a Sole Proprietorship. In 1973 the firm became a California Corporation and the current company name of *Rolls, Anderson & Rolls* was created. Since then, RAR has been providing a broad range of engineering and surveying services to both public and private clients. In addition, RAR has been providing consulting city engineering and surveying services to small cities since 1971. We have extensive experience providing cities with prompt and professional assistance with the many facets of public works projects and various governmental processes. RAR has experience with and is capable of providing services that comply with federal and state funding requirements. Currently RAR provides consulting city engineering and surveying services for the cities of Davis, Live Oak, Orland and Tehama.



RAR's professional staff includes five registered civil engineers and four registered land surveyors that provide many years of experience to projects. Supporting staff includes engineering technicians, AutoCAD drafting technicians, field surveyors, and field inspectors. Three of our engineers are Qualified SWPPP Developers (QSD's) that are certified to prepare and design Storm Water Pollution Prevention Plans (SWPPPs) and perform site inspections and stormwater sampling during construction as required by the State Water Resources Control Board Construction General Permit. Staff members are combined into project teams and are

committed and available as needed for specific projects. RAR has only one office located in Chico, California.

RAR would provide a scope of services that includes:

- ❖ Project Management
- ❖ Utility Coordination
- ❖ Topographic Surveying
- ❖ Right-of-Way and Easement Surveying
- ❖ Survey Mapping
- ❖ Intersection Design
- ❖ Curb, Gutter, Sidewalk and Driveway Design
- ❖ A.D.A. Accessibility Design for Public Facilities
- ❖ Layout and Design of Bicycle Paths and Lanes
- ❖ Storm Drainage Hydrologic and Hydraulic Analysis and Design
- ❖ Striping, Pavement Marking and Signage Design
- ❖ Design and Preparation of Improvement Plans
- ❖ Preparation of Technical Specifications
- ❖ Preparation of Cost Estimates
- ❖ Design of Low Impact Development/Post Construction Best Management Practices

Qualifications

RAR has been providing civil engineering and land surveying services to our Northern California clients since 1971. Jeffrey Rabo (RCE 87152) would act as the Principal-in-Charge and the Project Manager, and would coordinate tasks and schedules with the City Project Manager, provide direction and oversight to the design team, and review project designs. Jeffrey has over ten years of public sector experience on numerous projects involving design, preparation of improvement plans, specifications, construction estimates and bid packets, performing construction inspection and contract administration. His experience has included site grading design, roadway and intersection layout and design, and sanitary sewer, storm drainage and water distribution design. Mr. Rabo has managed many municipal projects supported by local, state and federal funding, and throughout all project phases.

Keith Doglio (RCE 66358 and LS 8834) would also provide peer review and additional support. Keith obtained his degree and began his profession in civil engineering over 22 years ago. His experience has been with both municipal and private projects and has involved design, preparation of improvement plans, specifications and construction estimates for infrastructure projects including roads, storm drainage, sanitary sewer, and water distribution facilities. His involvement in projects has ranged from the early stages of planning to providing assistance with bidding and project administration during construction. Additionally, he has been responsible for the preparation of feasibility studies and planning documents for municipal infrastructure projects. He serves as the Consulting City Engineer for the City of Tehama.

In addition to the design engineers, support staff, including assistant engineers, engineering technicians and draftsmen would assist in the development of the project improvement plans.

The design team has extensive experience completing projects in the Orland area using the City of Orland Land Division Standards and Improvement Standards. These projects required a range of services including traffic studies and associated impacts, and the design of landscape, irrigation, and transportation infrastructure improvements. RAR has successfully designed Class 1 bike paths and Class 2 bike lanes in accordance with Chapter 1000 of the Caltrans Highway Design Manual and Part 9 of the California Manual on Uniform Traffic Control Devices. The design team has diligently worked with municipal agencies to design and prepare improvement plans, technical specifications, and cost estimates in accordance with local agency and Caltrans guidelines and requirements.

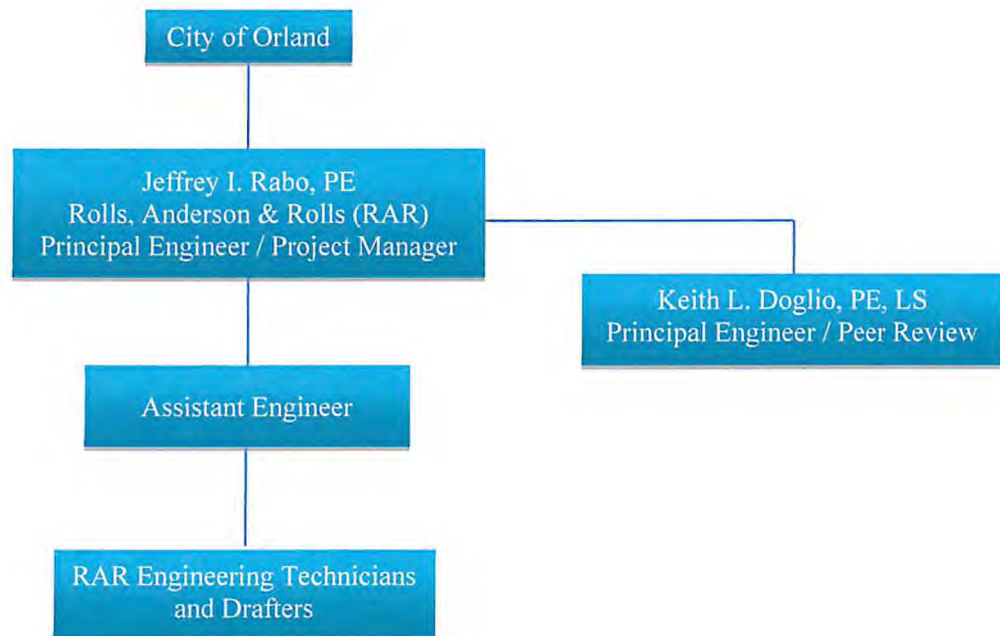
The RAR design team has designed private and public works projects to comply with ADA guidelines. We stay informed and current with building code and local agency revisions that affect designs of street improvements, curb ramps, and bike paths. The design team is committed to providing private and public facilities meeting accessibility standards.

RAR has worked with the City of Orland on the design of many public works infrastructure projects, including roadway resurfacing, rehabilitation and reconstruction projects. We have provided surveying and design services for intersection improvements at Papst Avenue and Highway 32, and at South Avenue and Sixth Street. We have worked with the City to design and rehabilitate Sixth Street between the northerly and southerly city limits and Papst Avenue from Bryant Street to Highway 32.

ROLLS, ANDERSON & ROLLS ORGANIZATIONAL CHART

RAR is currently working on several municipal design and field review projects, as well as numerous private development design projects. Team members have been chosen that can provide immediate and continuous work on the Road M ½ Rehabilitation Project design in order to meet the City's goal of completing a project design by the end of the calendar year.

A team of experienced professionals has been assembled to successfully accomplish the goals of the project. Each member of the design team would contribute their specific skills to allow the project to proceed in the most cost effective and productive manner. The following organizational chart shows our proposed team and their roles in the project. Team members would be available throughout the project as necessary to provide the services outlined in the scope of work.



Relevant Project Experience

State Route 32/Papst Avenue Intersection, Orland, California

Construction Cost: \$4,000,000.00

Contact: Ed Vonasek, Public Works Director, Phone (530) 846-1611, E-mail: evonasek@cityoforland.com

RAR provided the City of Orland with project management, surveying, and engineering services for a State Highway Operation and Protection Program (SHOPP) funded project at the intersection of Papst Avenue and State Route 32. The project consisted of the construction of curb, gutter, sidewalk, curb ramps in accordance with ADA requirements, intersection improvements, structural reconstruction of Papst Avenue, installation of striping and signage, and installation of new storm drainage facilities. Services provided by RAR included preparation and submittal of encroachment permit applications and maintenance agreements to Caltrans, topographic and right-of-way surveying, design and preparation of civil construction plans, coordination with utility companies, preparation of specifications, construction cost estimate, and Bid Book, coordination with Caltrans, managing the public bid process, evaluating bids and recommending award of contract, contract administration throughout construction, construction staking, construction inspection, and preparation of as-built plans. RAR also provided coordination and oversight for right-of-way appraisal and acquisition, and the traffic signal design services. RAR designed and prepared documentation in accordance with state funding requirements. Construction of the project was completed in June, 2011.

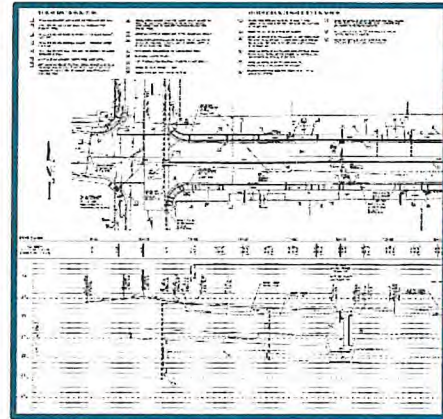


Pennington Road Reconstruction, Live Oak, CA; Construction Cost: \$1,200,000.00

Contact: Alison Schmidt, Acting Building Official, Phone (530) 695-2112,

E-mail: aschmidt@liveoakcity.org

RAR provided the City of Live Oak with surveying, engineering, and project management services for a Community Development Block Grant (CDBG) funded project located along Pennington Road from Larkin Road to Orchard Way. The project consisted of the construction of curb, gutter and sidewalk, Class II bike lanes, curb ramps in accordance with ADA requirements, intersection improvements, structural reconstruction of Pennington Road, installation of striping and signage, replacement of the existing domestic water main, and installation of new storm drainage facilities. Services provided by RAR included topographic and right-of-way surveying, design and preparation of construction plans, preparation of specifications and a construction cost estimate, coordination with utility companies. RAR also provided construction staking, inspection, and management services.



Eaton Road Construction, Chico, CA

Construction Cost: \$26,000,000.00

Contact: Matt Johnson, Sr. Development Engineer; Phone (530) 879-6910, E-mail: matt.johnson@Chicoca.gov

RAR performed the surveying, road layout and design, including sanitary sewer and storm drainage infrastructure, striping and signage, and right-of-way dedications for Eaton Road between Floral Avenue and Manzanita Avenue over the course of three private residential developments. RAR's scope of work included coordination with the City of Chico, geotechnical engineers and utility companies and providing support through construction and construction staking. This section of roadway is considered a major arterial, is approximately 1.6 miles in length and includes eight intersections. The ultimate road section includes four lanes, Class 2 bicycle lanes, a landscaped median, turn pockets and street lighting. ADA compliant curb ramps and sidewalks are located at intersections and adjacent to the roadway. RAR's involvement in this project has spanned nearly 20 years with the final segment of the road, constructed as part of Foothill Park East Unit 8, and to be opened to traffic in the summer of 2019. RAR designed this roadway in compliance with City of Chico standards.



Maxwell Drive Safe Routes to Schools Project, Paradise, CA

Construction Cost: \$650,000.00

Contact: Mark Mattox, Town Engineer; Phone (530) 872-6291, E-mail: mmattox@townofparadise.com

RAR provided the Town of Paradise with surveying, design engineering and cost estimating for a state only funded Active Transportation Project along Maxwell Drive between Elliott Road and the Skyway. The project consisted of infilling curb, gutter and sidewalks, construction of accessible curb ramps per ADA requirements, asphalt dikes, Class II bikeways, relocation of underground storm drain pipelines and associated drainage inlets, pavement grinding and replacement, and installation of striping and signage in accordance with the California MUTCD. Services provided by RAR included corrections to the topographic surveying, design and preparation of the construction plans, field meetings with property owners to discuss driveway grade modifications, preparation of specifications and a construction cost estimate, assisting Town staff in addressing inquiries during the bidding phase, and coordination with Paradise Unified School District and Paradise High School administrators to integrate systemic bus drop off and student pedestrian safety improvements. RAR prepared the project design to comply with state funding requirements. Construction of the project was completed during the Summer of 2017.



12th and J Streets Rehabilitation Project, Marysville, CA

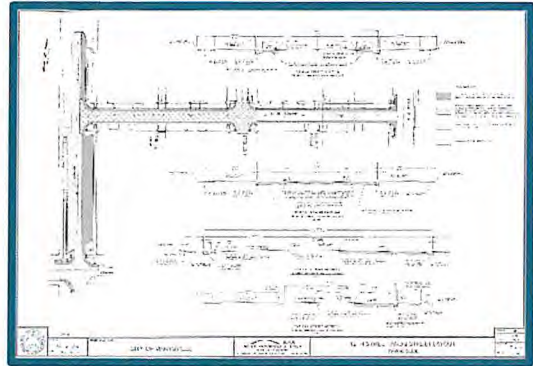
Construction Cost: \$1,250,000.00

Contact:

, Phone

, E-mail: cplatt@marysville.ca.us

RAR provided the City of Marysville with design engineering, construction specifications and cost estimating for a community development block grant (CDBG) funded project along 12th Street and J Street, north of 11th Street, west of H Street, and south of the Union Pacific Railroad. The project consisted of upgrading storm drainage infrastructure, infilling curb, gutter and sidewalks, construction of accessible curb ramps per ADA requirements, on-street parking, pavement grinding and replacement, roadway reconstruction, and installation of striping and signage in accordance with the California MUTDC. Services provided by RAR included design and preparation of construction plans, preparation of specifications and a construction cost estimate, coordination with utility companies, and assisting the city staff in addressing inquiries during the bidding phase. Construction of the project was completed in Summer of 2018.



SCOPE OF WORK

RAR's proposed scope of services to prepare improvement plans for the Road M ½ Rehabilitation Project:

Task 1.0 Project Management and Coordination

This task would involve providing overall management of the project, including coordination with project team members, City of Orland, and other stakeholders. Work would also involve providing project updates to the City, monitoring and updating the project schedule and performing reviews of the improvement plans.

Task 1.1 Project Research

This task would involve coordinating with the City to obtain an AutoCAD file of the topographic survey for the project area (the AutoCAD file would be used as a base file for the preparation of construction plans). Work would also involve performing a field review of the project to identify potential issues that could affect the project budget or schedule. Items to be reviewed would include, but not be limited to, right-of-way constraints, conflicts with existing surface visible features, accessibility issues, and drainage issues.

Task 2.0 Utility Coordination

This task would involve coordination with utility companies to obtain utility maps of existing facilities within the project area. Copies of utility maps and locations obtained from utility companies would be provided to the City. Preliminary improvement plans with the right-of-way lines clearly shown will be provided to the City and utility companies to identify potential points of conflict between proposed improvements and existing or proposed utility company facilities. The scope of this task would also include coordinating revisions to proposed improvements with the City to prevent the costly relocation of existing utilities.

Task 3.0 Improvement Plans

RAR proposes to prepare improvement plans to the City at 60%, 90%, and final design milestones. Improvement plans will be prepared in accordance with City of Orland Design Standards and will be computer generated using AutoCAD Civil 3D software version 2018 or later.

Task 3.1 Milestone 1: Preliminary Plans (60%)

This task would involve preparation of 60% complete plans. The plan and profile drawings would be prepared at a scale of 1"=20'. Additional plan sheets would show typical roadway cross sections and preliminary construction and intersection details. Underground utility locations provided by the utility companies would be drafted and potential points of conflict would be identified. This task would also include the preliminary layout and design of storm drain infrastructure. Upon completion of all the items in Milestone 1, two (2) hardcopies of the improvement plans and an electronic copy in PDF format will be submitted to the City for review.

Task 3.2 Milestone 2: Semi-Final Plans (90%)

This task would involve revising the plans based on the City's 60% plan review comments and preparation of 90% complete plans. Plans will also provide adequate horizontal and vertical control to assist in the construction phase of the project. Upon completion of Milestone 2, two (2) hardcopies of the semi-final plans and an electronic copy would be submitted to the City for review.

Task 3.3 Milestone 3: Final Plans (100%)

This task would involve revising the plans based on the City's 90% plan review comments and preparation and submittal of 100% complete improvement plans to the City of Orland. Upon completion of Milestone 3, five (5) stamped and wet signed plan sets, an AutoCAD Civil 3D (2018 version or later), and an electronic copy of the plans in PDF format would be submitted to the City.

Task 4.0 (Optional) Construction Cost Estimate

This task would involve preparation and submittal of an engineer's estimate of probable construction costs at the 60%, 90% and 100% milestone submittals.

Task 5.0 (Optional) Project Specifications

This task would involve preparation and submittal of project specifications at the 90% and 100% milestone submittals.

Task 6.0 (Optional) Technical Support During Project Bidding

This task would involve responding to requests for information (RFI's) that pertain to the advertised PS&E package. This task would also include providing information for any addendum issued during the bidding period.

Task 7.0 (Optional) Technical Support During Construction

This task would involve reviewing and responding to submittals, shop drawings and RFI's during construction.

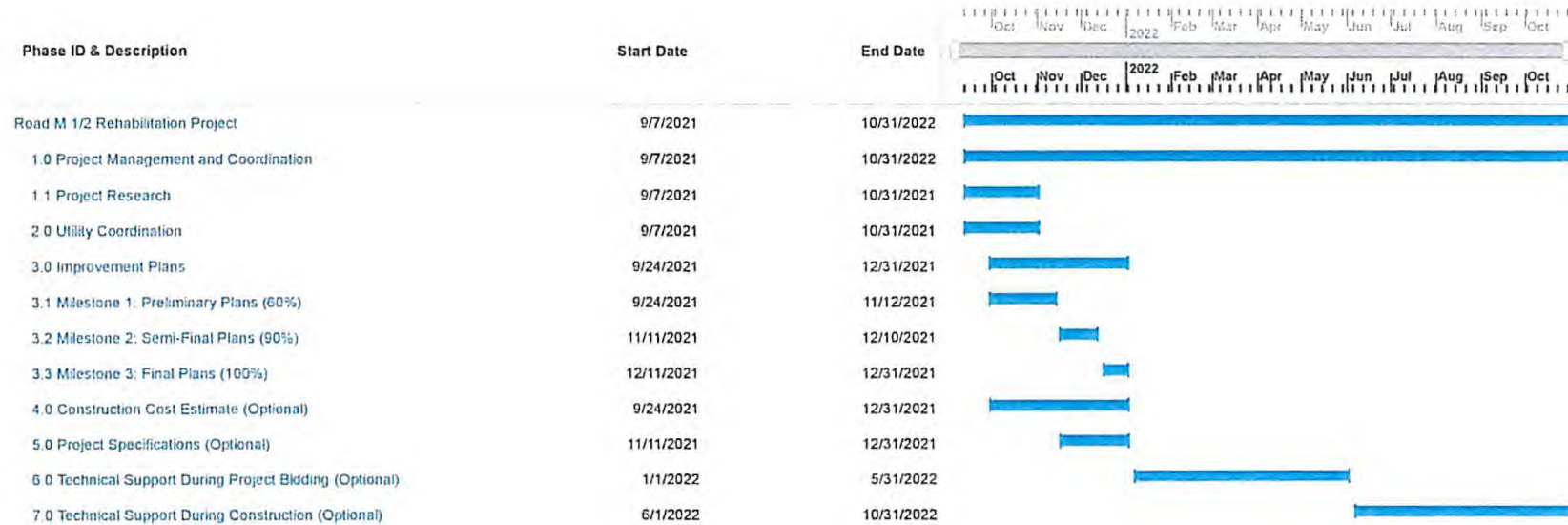
Work Not Included in Scope of Services

1. Payment of any fees including application fees, title company fees, permit fees, utility marking fees, etc.
2. Preparation of hydrologic and hydraulic reports or calculations for storm drain watershed areas. It has been assumed that design of storm drain facilities will be performed using tributary watershed maps provided by the City.
3. Setting monuments or property corners or preparation of a record of survey.
4. Design of trench shoring.
5. Design or preparation of plans or specifications for dewatering.
6. Design of retaining walls and drainage headwalls.
7. Design of sound walls.
8. Preparation of a noise study.
9. Performing pot-holing.

10. Performing traffic counts.
11. Preparation of traffic impact studies.
12. Preparation of a traffic control plan.
13. Design or preparation of "dry utility" plans.
14. Preparation of applications for utility companies.
15. Design of storm drain detention facilities.
16. Design of fences.
17. Design or preparation of plans or specifications for bridge structures.
18. Design of traffic signal or traffic signal interconnect systems.
19. Design of vehicle detection systems.
20. Construction staking.
21. Performing inspection during construction.
22. Performing materials testing during construction.
23. Preparation of "As-Built" drawings.
24. Preparation of any CEQA or NEPA documents or studies and/or any other environmental clearance documentation
25. Preparation of a Stormwater Pollution Prevention Plan (SWPPP). It has been assumed that the preparation and implementation of a SWPPP will be a construction bid item and provided by the contractor.

PROPOSED SCHEDULE

Road M 1/2 Rehabilitation Project



CONFLICT OF INTEREST STATEMENT

We, as individuals or as officials of RAR, fully certify that we have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this Request for Proposals. Further, we guarantee that our proposal is not made in conjunction with or on behalf of any party and that we have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

No officer, director, or agent of RAR is a City of Orland employee or Council Member. No City of Orland employee or Council Member owns, directly or indirectly, any interest in RAR. We certify that our response to this Request for Proposal is impartial, at arm's-length, and free of any conflict of interest, unfair advantage, or personal benefit to any City of Orland official.

Orland City Engineer, Paul W. Rabo, who is an officer of our firm, will not be participating in this Request for Proposal review or in the contract implementation for these services.

Orland City Surveyor, Herbert L. Votaw, who is an officer of our firm, will not be participating in this Request for Proposal review or in the contract implementation for these services.

LITIGATION

RAR has not been involved in any litigation in connection with prior projects.

COST PROPOSAL

PROJECT - City of Orland: Road M 1/2 Design Services									
								Design Services Total = \$	22,141.00
								Optional Services Total = \$	11,478.00
PROPOSAL	Principal Engineer	Principal Surveyor	Associate Engineer	Assistant Engineer	Engineering Tech	Engineering Tech II	Draftsman	CAD	
Rate	\$117.00	\$117.00	\$106.00	\$100.00	\$90.00	\$75.00	\$67.00	\$10.00	
Task #	Task Description								Totals
1.0	Project Management and Coordination	32.00							\$ 3,744.00
1.1	Project Research	3.00			9.00				\$ 1,251.00
2.0	Utility Coordination	5.00			12.00				\$ 1,785.00
3.1	Improvement Plans - 60%	8.00			17.00		20.00	36.00	\$ 6,908.00
3.2	Improvement Plans - 90%	7.00			14.00		14.00	22.00	\$ 4,963.00
3.2	Improvement Plans - 100%	5.00			10.00		10.00	15.00	\$ 3,490.00
4.0	Optional Construction Cost Estimate	4.00			14.00		6.00	8.00	\$ 2,934.00
5.0	Optional Project Specifications	14.00			28.00				\$ 4,438.00
6.0	Optional Support During Project Bidding	6.00							\$ 702.00
7.0	Optional Support During Project Construction	12.00			20.00				\$ 3,404.00

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 6

MEETING DATE: September 7, 2021

TO: Honorable Mayor and Council

FROM: Pete Carr, City Manager and Jeff Small, Capitol Public Finance

SUBJECT: Pension Obligation Bond and Funding Policy (Public Hearing/Action)

City Council will hold a public hearing on the issuance of a pension obligation bond, receive a presentation from the City Manager and Fiduciary Advisor and consider approval of a resolution to allow for the issuance of a Pension Obligation Bond and a Pension Funding Policy.

BACKGROUND:

At the May 17 meeting, following several public open session meetings discussing the topic, City Council adopted a bond resolution that commenced the process for validating the issuance of a pension obligation bond (POB). On August 4, 2021, the Glenn County Superior Court validated the City's action by determining that the City can refinance its unfunded liability with CalPERS utilizing a Pension Obligation Bond.

At its July 19 City Council meeting, City Council directed Jeff Small, in his role as fiduciary advisor for the City, to structure a POB to achieve a funding status target of 95% of the Accrued Liability at CalPERS.

DISCUSSION:

City Manager Pete Carr and Jeff Small of Capitol PFG will present City Council with a POB that will replace most of the Unfunded Actuarial Liability at CalPERS and result in projected cash flow savings to the City of approximately \$1.4 million. Mr. Small will present City Council with a POB financing and recommend that the City Council adopt a resolution approving the sale of a POB and establish a Pension Funding Policy that will assist the City in maintaining a sustainable pension plan.

Attachments (3):

- A. Resolution Approving Execution of a Bond Purchase Agreement in Connection with Pension Obligation Bonds, and Adopting a Pension Funding Policy
- B. Pension Funding Policy
- C. Bond Purchase Agreement and Summary of Recommended Financing Option

RECOMMENDATION:

- 1. Hold public hearing as noticed.
- 2. Adopt the Resolution authorizing the sale of a POB and establishing a Pension Policy.

Fiscal Impact of Recommendation: The \$1.4 million in savings are estimated based on experience and current projections for CalPERS pension plans, and net of all costs for issuing the POB.

CITY OF ORLAND

RESOLUTION NO. 2021-19

RESOLUTION APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A
BOND PURCHASE AGREEMENT IN CONNECTION WITH THE OFFERING AND
SALE OF PENSION OBLIGATION BONDS, AUTHORIZING AND DIRECTING
CERTAIN ACTIONS WITH RESPECT THERETO AND ADOPTING A PENSION
FUNDING POLICY

RESOLVED, by the City Council (the "Council") of the City of Orland (the "City"), Glenn County, State of California, as follows:

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 Council of the City (the "City 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 authorize the issuance of its City of Orland Pension Obligation Bonds, Series 2021 (Federally Taxable) (the "Bonds"), in a principal amount not to exceed \$7,000,000, 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, for the purpose of refunding all or a portion of the City's obligation to CalPERS, as evidenced by the CalPERS Contract, to pay the unfunded accrued actuarial liability of the City with respect to pension benefits for its Miscellaneous and Safety Plans under the Public Employees' Retirement Law, and paying the costs of issuance of the Bonds;

WHEREAS, on May 17, 2021, the City adopted its Resolution No. 2021-10 authorizing issuance of the Bonds and approving the form and authorizing execution of the various documents prepared in connection therewith;

WHEREAS, the City desires to adopt a pension funding policy; and

WHEREAS, pursuant to section 5852.1 of the California Government Code, which became effective on January 1, 2018, by the enactment of Senate Bill 450, certain information relating to

the Bonds is set forth in Exhibit A attached to this Resolution, and such information is hereby disclosed and made public;

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

SECTION 1. Approval of Bond Purchase Agreement. The Council hereby authorizes the sale of the Bonds to Umpqua Bank (the "Purchaser") so long as the true interest rate on the Bonds does not exceed 4.00% per annum. A bond purchase agreement, by and between the City and the Purchaser (the "Bond Purchase Agreement"), in the form on file with the City Clerk, is hereby approved and the Mayor, the City Manager and the Finance Director, or any designee thereof (each, an "Authorized Officer"), each acting alone, are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Bond Purchase Agreement in such form together with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, subject to the advice of Bond Counsel and the City Attorney, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Council hereby authorizes the delivery and performance of the Bond Purchase Agreement.

SECTION 2. Official Actions. The Mayor, the City Manager, the Finance Director, the City Clerk, and all other officers of the City are each authorized and directed in the name and on behalf of the City to make any and all assignments, certificates, agreements, notices, consents, instruments of conveyance and other documents, which they or any of them might deem necessary or appropriate in order to consummate the issuance of the Bonds, and any of the other transactions approved or contemplated by this Resolution and Resolution No. 2021-10. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

SECTION 3. Adoption of Pension Funding Policy. The Council adopts a pension funding policy in the form on file with the City Clerk.

SECTION 4. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

SECTION 5. Certification. The City Clerk shall certify to the passage and adoption hereof.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 7th day of September, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTESTED:

Mayor

City Clerk

EXHIBIT A

GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided by the City's municipal advisor which has been represented to have been provided in good faith:

(A) True Interest Cost of the Bonds: 2.948149%

(B) Finance Charges: \$85,000.00

(C) Net Proceeds to be Received: \$3,972,955.00
(net of finance charges)

(D) Total Payment Amount through Maturity: \$5,055,805.28

The foregoing estimates constitute good faith estimates only.

The principal amount of the Bonds, the true interest cost of the Bonds, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the estimated amount used for purposes of such estimates, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates with respect to the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

CITY OF ORLAND CITY COUNCIL POLICY

ON

PENSION FUNDING

September 7, 2021

Purpose: The financial objective of a defined benefit pension plan is to fund the long-term cost of benefits provided to plan participants. In order for the pension-benefit plan to be sustainable over time, the plan must accumulate adequate resources over the active service life of benefiting employees. The purpose of these policies are to reduce unfunded liabilities and sustain funding that honors the City promises to its personnel while establishing a firm financial foundation for the future.

Policy: The City has a goal of accumulating sufficient assets held at CalPERS to maintain a minimum funded status of 80% and a target funding status of 100%.

Unfunded Accrued Liabilities

Unfunded Accrued Liabilities ("UAL" or unfunded liabilities) are an actuarially determined unfunded cost for past services rendered. It is the difference between the Accrued Liability and the market value of assets held at CalPERS. The Accrued Liability is the present value of future benefits already earned for active and retired members.

Options for Addressing Unfunded Liabilities

The City may employ several options for addressing unfunded liabilities at CalPERS. These options include the following:

- Prepay the annual UAL payments by July 31
- Utilize reserve funds and/or annual budget appropriations to prepay amounts owed to CalPERS. Prepayments are referred to as Additional Discretionary Payments
- Request a "Fresh Start" with CalPERS that will result in a new payment schedule, over a shorter period of time
- Restructure all or a portion of the remaining UAL utilizing a Pension Obligation Bond ("POB")
- The City may offset future pension cost increases by establishing a Pension Reserve Fund

Periodic Review

The City Manager will annually review actuarial valuations. As part of the annual review, the City Manager will take into account the affordability of annual contributions, increases or decreases in unfunded liabilities and funded status.

The City Manager will periodically make note of factors that influence the unfunded liabilities such as changes to the discount rate, investment earnings on assets, assumption changes as a result of a new experience study and actual experience changes.

Following the reviews, the City Manager shall recommend to the City Council any changes deemed necessary or desirable.

Quint & Thimmig LLP

05/07/21
08/27/21
08/31/21

\$4,060,000
CITY OF ORLAND
(Glenn County, California)
Pension Obligation Bonds, Series 2021
(Federally Taxable)

BOND PURCHASE AGREEMENT

September 8, 2021

City of Orland
815 Fourth Street
Orland, CA 94920
Attention: City Manager

Ladies and Gentlemen:

The undersigned, Umpqua Bank, acting solely as lender and not as broker, dealer, municipal securities underwriter, municipal advisor, or fiduciary (the "Purchaser"), hereby offers to enter into this Bond Purchase Agreement which, for the Purchaser's purposes, constitutes a loan commitment agreement (this "Agreement"), on the following terms and conditions with City of Orland (the "District"), which upon acceptance of this offer by the City, will be binding upon the City and the Purchaser. This offer is made subject to its acceptance by the City by execution and delivery of this Agreement to the Purchaser by 11:59 p.m., Pacific Standard Time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Purchaser upon written notice to the City at any time prior to acceptance hereof by the City. This Agreement is provided to the City pursuant to and in reliance upon the "bank exemption" provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq.*

Section 1. Purchase and Sale of Bonds.

(a) Subject to the conditions, and upon the basis of the representations, warranties and covenants hereinafter set forth, the Purchaser hereby agrees to extend credit to the City by purchasing from the City, and the City hereby agrees to sell to the Purchaser, all (but not less than all) of the \$4,060,000 aggregate principal amount of City of Orland (Glenn County, California), Pension Obligation Bonds, Series 2021 (Federally Taxable) (the "Bonds"), at a price of \$4,060,000 (which price is equal to the aggregate principal amount of the Bonds).

(b) The City acknowledges and agrees that (i) the transaction contemplated by this Agreement is an arm's-length commercial transaction between the City and the Purchaser, (ii) the City will make its own determination regarding whether to enter into the proposed transaction and the terms thereof, and will consult with and rely on the advice of its own financial, accounting, tax, legal and other advisors; (iii) the Purchaser is acting solely for its own

loan account in connection with the proposed transaction, and is not acting as a municipal advisor, financial advisor, agent or fiduciary to the City or any other person or entity (including to any financial advisor or placement agent engaged by the City) and the City, its financial advisor and placement agent are free to retain the services of such advisors (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) as it deems necessary or appropriate; (iv) the Purchaser has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto, (v) neither the Purchaser nor any of its affiliates is acting as a broker, dealer, underwriter or placement agent with respect the transactions contemplated hereby; (vi) the only obligations the Purchaser has to the City with respect to the transaction contemplated hereby expressly are set forth in this Agreement; (vii) the Purchaser is not recommending that the City take an action with respect to the transactions contemplated by this Agreement and before taking any action with respect to the contemplated transactions the City has discussed the information contained herein and consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate; and (viii) before taking any action with respect to the contemplated transactions the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed.

(c) The City has represented to the Purchaser that (i) the Bonds are authorized 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 "Refunding Law"), a Trust Agreement, dated as of September 1, 2021 (the "Trust Agreement"), by and between the City and U.S. Bank National Association, as trustee (the "Trustee"), and resolutions adopted by the City Council of the City (the "City Council") on May 17, 2021, and September 7, 2021 (collectively, the "Resolutions"), (ii) the Bonds are being issued to provide funds to (a) refund certain outstanding indebtedness of the City, specifically the City's obligation to make certain payments to the California Public Employees' Retirement System ("CalPERS"), and (b) pay the costs of issuing the Bonds. The issuance of the Bonds and execution of the trust Agreement and this Agreement was approved by the Resolutions.

(d) The Bonds shall be dated as their date of delivery and shall mature on the date, bear interest at the rate per annum payable on the dates and be subject to redemption as set forth in Exhibit A hereof.

(e) As provided in the Trust Agreement, 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, are obligations of the City imposed by law and are absolute and unconditional, without any right of set-off or counterclaim.

(f) As provided in the Trust Agreement, the Bonds do 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 constitute an indebtedness of the City, the State or any of its political subdivisions in contravention of any constitutional or statutory debt limitation or restriction.

(g) The City Council shall be obligated to make annual or more frequent appropriations to pay the Bonds from any source of legally available funds of the City. The City Council shall be obligated in each fiscal year of the City to appropriate all amounts from such funds as may be required to pay the aggregate amount of the principal of and the interest on the Bonds coming due and payable in such fiscal year.

(h) All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Trust Agreement.

Section 2. Private Placement; Bonds Constitute Investment of Purchaser.

(a) *Purchaser Letter of Representations.* At the Closing (as hereinafter defined), the Purchaser shall deliver to the City an executed Letter of Representations in substantially the form attached hereto as Exhibit B.

(b) *Authority.* The Purchaser has authority to purchase the Bonds and to execute this Agreement and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds. The undersigned is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the representations and warranties contained herein by execution of this Agreement on behalf of the Purchaser.

(c) *Transfer.* The Bonds may be transferred solely as provided in Section 2.06 of the Trust Agreement.

Section 3. Closing. At 8:00 A.M., Pacific Daylight time, September 21, 2021, or at such other time on such earlier or later date as shall have been mutually agreed upon by the City and the Purchaser (the "Closing Date"), the City will deliver or cause to be delivered to the Purchaser the Bonds duly executed by the City, together with the other documents hereinafter mentioned, and the Purchaser will accept such delivery and pay the purchase price of such Bonds as set forth in Section 1 hereof. The consummation of the purchase and delivery of the Bonds as aforesaid shall be made at the offices of Quint & Thimmig LLP, Larkspur, California, or at such other place as shall be agreed upon by the City and the Purchaser. Such purchase and delivery is herein called the "Closing" and the date and time of the Closing is herein called the "Closing Date."

The Bonds shall be executed and delivered under and in accordance with the provisions of this Agreement and the Resolutions. The Bonds shall be in definitive form, shall be delivered as one fully-registered bond, registered in the name of the Purchaser.

The Purchaser agrees that, on the Closing Date, the purchase price for the Bonds shall be disbursed as follows:

(a) to CalPERS, \$3,972,955.00,

(b) to Capitol Public Finance Group, LLC, as municipal advisor, \$25,000.00;

(c) to U.S. Bank National Association, as Trustee, \$6,000.00;

(d) to Nixon Peabody LLP, as counsel to the Purchaser, \$12,500.00;

(e) to Quint & Thimmig LLP, as bond counsel, \$40,000.00; and

(f) to the City, \$40,000.00 to pay the fee payable to the California Debt and Investment Advisory Commission, to pay the costs of the City relating to the Bonds or to be applied to pay interest on the Bonds on the first interest payment date.

Section 4. Representations and Warranties.

(a) The Purchaser hereby represents that it has full power and authority to enter into this Agreement, that the execution, delivery and performance of this Agreement and the purchase of the Bonds contemplated herein have been duly authorized by the Purchaser, and that this Agreement, upon due authorization, execution and delivery by the City, will be a valid and binding obligation of the Purchaser.

(b) The City, by its acceptance hereof, represents, warrants, covenants and agrees with the Purchaser as follows:

(i) The City is a municipal corporation and general law city organized and existing under the constitution and laws of the State of California and the City Council, by adoption of the Resolutions, has duly approved the execution and delivery of the Trust Agreement and this Agreement and the issuance, execution, sale and delivery of the Bonds, and the City has full right, power and authority to execute, deliver and perform its obligations under the Trust Agreement, this Agreement and the Bonds and to carry out and consummate the transactions contemplated by the Resolutions and the Trust Agreement, this Agreement.

(ii) The City has, on or before the date hereof, duly adopted the Resolutions and taken all action necessary to be taken by it prior to such date for (A) the issuance, sale and delivery of the Bonds upon the terms and conditions and for the purposes described herein, in the Resolutions, (B) the execution and delivery of the Trust Agreement and this Agreement and performance of its obligations thereunder and hereunder, and (C) the carrying out of, giving effect to, consummating and performing the transactions and obligations contemplated to be performed by it by the Resolutions, the Trust Agreement and this Agreement, provided that no representation is made with respect to compliance with the securities or "Blue Sky" laws of the various states of the United States, and such resolution has not been amended, modified or repealed and is in full force and effect on the date hereof.

(iii) The execution and delivery by the City of the Trust Agreement and this Agreement, the issuance, execution, sale and delivery of the Bonds, the compliance by it with the terms, conditions or provisions thereof, and the consummation on its part of the transactions herein and therein contemplated do not and will not, in any respect material for the performance by the City of its obligations under the Resolutions, the Trust Agreement, this Agreement or the Bonds, conflict with or constitute a breach of or a default under nor contravene any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, nor does any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the City under any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, deed of trust, resolution, agreement or other instrument in any respect material to the performance by the City of its obligations under the Resolutions, the Trust Agreement, this Agreement and the Bonds.

(iv) There is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the City required for the execution, delivery and sale of the Bonds or the consummation by the City of the transactions contemplated by the Resolutions, the Trust Agreement and this Agreement,

which has not been duly obtained or made on or prior to the date hereof and each such matter is in full force and effect.

(v) Under the laws of the State of California, the City cannot assert sovereign immunity as a defense to the enforcement of its obligations under the Bonds, the Trust Agreement or this Agreement.

(vi) To the best knowledge of the City, none of the matters referred to in Section 6(a) or (b) hereof has occurred or is pending.

(vii) The financial statements of the City for the fiscal year ended June 30, 2020, were prepared in accordance with generally accepted accounting principles in the United States ("GAAP") consistently applied and present fairly the financial position of the City at the date thereof and the changes in financial position for the fiscal year ended on such date. Since June 30, 2020, there has been no material adverse change in such position or in the operation, properties or condition (financial or otherwise) of the City.

(viii) There is no action, suit, proceeding, inquiry or investigation before or by any court, public board or body pending against or, to the best knowledge of the City, threatened against or affecting the City wherein an unfavorable decision, ruling or finding would adversely affect (A) the validity or enforceability of, or the authority or ability of the City to perform its obligations under, the Resolutions, the Trust Agreement and this Agreement or (B) the transactions contemplated to be performed by it under the Resolutions, the Trust Agreement and this Agreement.

(ix) The proceeds from the sale to the Purchaser of the Bonds will be applied in the manner and for the purposes specified in the Trust Agreement and this Agreement.

(x) Any certificate of the City delivered to the Purchaser in connection with the transactions contemplated by the Resolutions, the Trust Agreement and this Agreement shall be deemed a representation by the City to the Purchaser as to the statements made therein.

(xi) No default or event of default has occurred and is continuing by the City under the Resolutions, the Trust Agreement and this Agreement, and no such event has occurred and is continuing that with the lapse of time, the giving of notice or both would constitute a default by the City or an event of default under the Resolutions, the Trust Agreement or this Agreement.

(xii) The City reasonably believes that sufficient funds can be obtained to make all payments due and owing on the Bonds and all other amounts required to be paid pursuant to the Trust Agreement.

(xii) The City has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing of the same general nature as the Bonds, or under any of its notes, or other debt obligations, as may be applicable.

(xiii) All information, reports and other papers and data furnished by the City to the Purchaser were, at the time the same were so furnished, complete and accurate in all material respects, to the best of the City's knowledge, and were provided with the expectation that Purchaser would rely thereon in entering into the transaction. No fact is known to the City which has had or, so far as the City can now reasonably foresee, may

in the future impair the City's ability to perform its obligations under this Lease, which has not been set forth in the financial statements previously furnished to the Purchaser or in other such other information, reports, papers and data or otherwise disclosed in writing to the Purchaser prior to the Closing Date. Any financial, budget and other projections furnished to the Purchaser by the City or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the City's best estimate of the City's future financial performance. To the best of the City's knowledge, no document furnished nor any representation, warranty or other written statement made to the Purchaser in connection with the negotiation, preparation or execution of this Lease contains any untrue or misleading statement of a material fact.

Section 5. Conditions to the Obligations of the Purchaser. The obligations of the Purchaser under the Trust Agreement and this Agreement have been undertaken in reliance on, and shall be subject to, the due performance by the parties hereto of their respective obligations and agreements to be performed hereunder, and on and as of the date of delivery of the Trust Agreement and this Agreement and on and as of the Closing Date. The obligations of the Purchaser hereunder to accept delivery of and pay for the Bonds at the Closing are also subject, in the discretion of the Purchaser, to the following further conditions:

(a) At the time of the Closing, (i) the Resolutions, the Trust Agreement and this Agreement shall be in full force and effect and shall not have been rescinded, amended, modified or supplemented, except as may have been agreed to by the Purchaser, and the City shall have adopted or executed and delivered, as the case may be, and there shall be in full force and effect such additional resolutions, agreements, opinions and certificates, which resolutions, agreements, opinions and certificates shall be reasonably satisfactory in form and substance to the Purchaser, and there shall have been taken in connection therewith and in connection with the issuance of the Bonds all such action as shall, in the opinion of the Purchaser, be necessary in connection with the transactions contemplated hereby, (ii) the Bonds shall have been duly issued and delivered, (iii) the City shall perform or have performed all of its obligations under or specified in the Trust Agreement and this Agreement to be performed by the City at or prior to the Closing, and (iv) all representations and warranties contained in the Trust Agreement and this Agreement shall be true and correct in all material respects.

(b) On the Closing Date, there shall be delivered to the Purchaser in form satisfactory to the Purchaser:

(i) Executed counterparts of the Trust Agreement and this Agreement, certified copies of the Resolutions and such other documents and certificates as the Purchaser or its counsel may reasonably require in order to evidence the accuracy or satisfaction of any of the representations, warranties or conditions herein contained.

(ii) An approving opinion of Quint & Thimmig LLP, Bond Counsel, and a letter from Bond Counsel addressed to the Purchaser expressly permitting the Purchaser to rely on such final approving opinion as if the Purchaser was an addressee thereof.

(iii) A certificate, dated the Closing Date, signed by an authorized official of the City, and in form and substance satisfactory to the Purchaser, to the effect that:

(A) Except as previously disclosed to the Purchaser, there is no action, suit, proceeding, inquiry or investigation before or by any court, public board or

body pending or, to the best knowledge of the City, threatened against or affecting the City wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of, or the authority or ability of the City to perform its obligations under, the Resolutions, the Trust Agreement or this Agreement, or which would restrain or enjoin the sale, execution or delivery of the Bonds or in any way contest or affect the validity of the Bonds, the proceedings of the City taken with respect to the issuance, delivery or sale thereof, the pledge or application of any moneys or securities provided for the payment of the Bonds and the existence or powers of the City or the title of any officers of the City to their respective positions.

(B) The representations and warranties of the City contained in the Trust Agreement and this Agreement are true and correct in all material respects on and as of the Closing Date.

(C) The City has complied, or is presently in compliance, with all agreements and has satisfied all conditions on its part to be observed or satisfied under the Trust Agreement and this Agreement at or prior to the Closing Date;

(iv) Copies of the default judgment, dated August 4, 2021, entered in favor of the City in connection with *City of Orland v. All Persons Interested, etc.*, Case No. 21CV02639 filed in the Superior Court of California for the County of Glen (the "Default Judgment"), for which all time for appeal has past;

(v) An opinion of the City Attorney, dated the date of Closing, in form and substance satisfactory to the Purchaser, addressed to the City, the Trustee and the Purchaser, to the effect that:

(1) *Due Organization and Existence* – the City is a general law city duly organized and validly existing under the Constitution and the laws of the State of California;

(2) *Due Adoption* – the Resolutions approving the issuance and sale of the Bonds and authorizing the execution and delivery of the Trust Agreement and this Agreement were duly adopted at meetings of the City Council of the City which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and have not been modified, amended or rescinded;

(3) *No Litigation* –there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against or affecting the City, which would materially and adversely impact the City's ability to complete the transactions described in and contemplated by the this Agreement or in any way contesting or affecting the validity of the Trust Agreement, this Agreement or the Bonds;

(4) *No Conflict* – the execution and delivery of the Trust Agreement and this Agreement, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the City is subject;

(5) the Trust Agreement and this Agreement have been duly authorized, executed and delivered by the City, and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the City enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally and by the application of equitable principles and by the limitations on legal remedies imposed on actions against cities in the State of California; and

(vi) no authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California, other than the City Council, is required for the valid authorization, execution and delivery of the Trust Agreement and this Agreement.

(vi) The opinion of counsel to the Trustee, dated the date of Closing, addressed to the City and the Purchaser, to the effect that:

(1) *Due Organization and Existence* – the Trustee has been duly organized and is validly existing in good standing as a national banking association duly organized and existing under the laws of the United States of America and has full corporate power to undertake the trust of the Trust Agreement;

(2) *Corporate Action* – the Trustee has duly authorized, executed and delivered the Trust Agreement and has duly authenticated and delivered the Bonds, and by all proper corporate action has authorized the acceptance of the duties and obligations of the Trustee under the Trust Agreement, and has authorized in its capacity as Trustee the execution and delivery of the Bonds; and

(3) *Due Authorization, Execution and Delivery* – assuming due authorization, execution and delivery by the City, the Trust Agreement is a valid, legal and binding agreement of the Trustee, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(vii) A certificate, dated the date of Closing, signed by a duly authorized official of the City satisfactory in form and substance to the Purchaser, to the effect that no action, suit or proceeding is pending or, to the best of his or her knowledge, threatened against the City (a) to restrain or enjoin the execution or delivery of any of the Bonds, or the Trust Agreement or this Agreement, (b) in any way contesting or affecting the validity of the Bonds, the Trust Agreement or this Agreement, or the authority of the City to enter into the Trust Agreement and this Agreement, (c) in any way contesting or affecting the powers of the City in connection with any action contemplated by this Agreement, or (d) in any way materially affecting the ability of the City to perform its obligations under the Trust Agreement and this Agreement.

(viii) A copy of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Bonds and the Trust Agreement.

(ix) At the time of and as a condition to Closing, the Trustee, subject to the limitations provided herein, will represent, warrant to and agree with the Purchaser pursuant to a certificate, dated the date of Closing, that as of the date of Closing:

(1) *Due Organization and Existence* - the Trustee is duly organized and existing as a national banking association duly organized and existing under the laws of the United States of America having the full power and authority to enter into and perform its duties under the Trust Agreement and to execute and deliver the Bonds to the Purchaser pursuant to the terms of the Trust Agreement;

(2) *Due Authorization; Valid and Binding Obligations* - the Trustee is duly authorized to enter into the Trust Agreement;

(3) *No Conflict* - the execution and delivery by the Trustee of the Trust Agreement, and compliance with the terms thereof, will not, in any material respect, conflict with, or result in a violation or breach of, or constitute a default under, any material agreement or material instrument to which the Trustee is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties, which conflict breach or default would materially adversely affect the ability of the Trustee to perform its obligations under the Trust Agreement or (except with respect to the lien of the Trust Agreement) result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Trustee;

(4) *Consents* - exclusive of federal or state securities laws and regulations, other than routine filings required to be made with governmental agencies in order to preserve the Trustee's authority to perform a trust business (all of which routine filing, to the best of the Trustee's knowledge, have been made), no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee is or will be required for the execution and delivery by the Trustee of the Trust Agreement or the execution and delivery of the Bonds; and

(5) *No Litigation* - to the Trustee's knowledge, there is no litigation pending or threatened against or affecting the Trustee to restrain or enjoin the Trustee's participation in, or in any way contesting the powers of the Trustee with respect to, the transactions contemplated by the Bonds and the Trust Agreement; and

(x) Such additional legal opinions, certificates, instruments and documents as the Purchaser may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the City's representations and warranties contained herein and the due performance or satisfaction by the City on or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the City.

If the conditions to the obligations of the Purchaser contained in the Trust Agreement and this Agreement shall not be satisfied, unless otherwise waived by the Purchaser, the Trust Agreement and this Agreement shall terminate with the effect stated in paragraph (c) of Section 5 hereof.

Section 6. Termination of Agreement.

(a) The Purchaser may terminate this Agreement at any time subsequent to the date of this Agreement and at or prior to the Closing by notifying the City in writing or by telegram of its election so to do, if legislation shall be introduced, by amendment or otherwise, in, or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the United States Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby, is or would be in violation of any provision of the Securities Act, the Securities Exchange Act of 1934 (the "Securities Exchange Act") or the Trust Indenture Act, as any of the foregoing Acts are amended, or with the purpose or effect of otherwise prohibiting the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby.

(b) If this Agreement is terminated as herein provided, the parties hereto shall have no obligations one to the other.

Section 7. Expenses. Except as otherwise provided herein, the Purchaser shall be under no obligation to pay and the City shall pay any expenses incident to, or in connection with, the offering, issuance and sale of the Bonds.

Section 8. Miscellaneous.

(a) Except as otherwise specifically provided in the Trust Agreement and this Agreement, all notices, demands and formal actions under the Trust Agreement and this Agreement shall be in writing and mailed, telegraphed or personally delivered to:

If to the Purchaser:	Umpqua Bank 2998 Douglas Boulevard, Suite 100 Roseville, CA 95661 Attention: Ms. Vanessa Ryan, Senior Vice President
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The City:	City of Orland 815 Fourth Street Orland, CA 95963 Attention: City Manager
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(b) This Agreement will inure to the benefit of and be binding upon the City and the Purchaser and their respective successors and assigns and will not confer any rights upon any other person, partnership, association or corporation other than the City and persons, if any, controlling the Purchaser within the meaning of the Securities Act or the Securities Exchange Act. The terms "successors" and "assigns" shall not include any purchaser or holder of any of the Bonds.

(c) All of the representations, warranties and covenants of the City in this Agreement shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Purchaser, (ii) delivery of and any payment for the Bonds hereunder or (iii) termination of the Purchaser's obligation to accept delivery of the Bonds pursuant to the Trust Agreement and this Agreement.

(d) Section headings have been inserted in this Agreement as a matter of convenience or for reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

(e) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

(f) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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Section 9. Survival. The provisions of Sections 1(b), 4 and 8 of this Agreement shall survive until the Bonds and all other costs are fully paid to Purchaser.

UMPQUA BANK, as Purchaser

By _____
Authorized Officer

This Bond Purchase Agreement is accepted and agreed to by the undersigned duly authorized signatory as of the date first above written:

CITY OF ORLAND

By _____
Authorized Officer

EXHIBIT A

MATURITY DATE, PRINCIPAL AMOUNT, INTEREST RATE, INTEREST PAYMENT DATES AND REDEMPTION PROVISIONS

Maturity Schedule

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
8/1/2036	\$4,060,000	2.950%*

Interest on the Bonds shall be payable semiannually on each February 1 and August 1, commencing February 1, 2022 (each, an "Interest Payment Date").

Redemption Provisions

(a) *Optional Redemption.* The Bonds are subject to redemption prior to maturity at the option of the City, in whole or in part, on any February 1 or August 1, commencing August 1, 2022, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date fixed for redemption, and the redemption premium set forth in the following table:

<u>Redemption Date</u>	<u>Redemption Premium</u>
August 1, 2022 and February 1, 2023	3%
August 1, 2023 and February 1, 2024	3
August 1, 2024 and February 1, 2025	3
August 1, 2025 and February 1, 2026	2
August 1, 2026 and February 1, 2027	1
August 1, 2027 and thereafter	0

*In the Event of Default, interest shall be paid at the Default Rate, as such terms are defined in the Trust Agreement.

(b) *Sinking Fund Redemption.* The Bonds are subject to mandatory redemption, in part by lot, from sinking account payments set forth in the following schedule on August 1, 2022, and on each August 1 thereafter to and including August 1, 2036, at a redemption price equal to the principal amount thereof to be redeemed, without premium, together with interest accrued thereon to the date fixed for redemption.

Mandatory Sinking Fund Redemption Date (August 1)	Sinking Fund Redemption Amount
2022	\$235,000
2023	225,000
2024	235,000
2025	240,000
2026	250,000
2027	255,000
2028	260,000
2029	270,000
2030	280,000
2031	285,000
2032	295,000
2033	305,000
2034	315,000
2035	310,000
2036	300,000

† Maturity

EXHIBIT B
LETTER OF REPRESENTATIONS

Dated: September __, 2021

Umpqua Bank (the "Purchaser"), hereby certifies as follows with regard to the City of Orland (Glenn County, California), Pension Obligation Bonds, Series 2021 (Federally Taxable) (the "Bonds") to be purchased by the Purchaser from the City of Orland (the "District").

1. The Purchaser has full power and authority to carry on its business as now conducted, deliver this letter and make the representations and certifications contained herein.

2. The Purchaser is a lender that regularly extends credit by purchasing loans in the form of state and local government obligations such as the Bonds; has knowledge and experience in financial and business matters that make it capable of evaluating the City, the Bonds, and the risks associated with the purchase of the Bonds; has the ability to bear the economic risk of extending the credit evidenced by the Bonds; and is an Oregon State chartered bank engaged in the primary business of extending credit and making loans to state and local governments and non-profit entities and has total assets in excess of \$1 billion. The Purchaser is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with its purchase of the Bonds.

3. The Purchaser has conducted its own investigation of the financial condition of the City, the purpose for which the Bonds are being issued and of the security for the payment of the principal of and interest on the Bonds, and has obtained such information regarding the Bonds and the City and its operations, financial condition and financial prospects as the Purchaser deems necessary to make an informed investment decision with respect to the purchase of the Bonds.

4. The Purchaser is purchasing the Bonds as a vehicle for making a commercial loan for its own loan account and without any present intention of distributing or selling any interest therein or portion thereof, provided that the Purchaser retains the right at any time to dispose of the Bonds or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by the Purchaser shall be made in accordance with applicable law and the provisions of the Resolutions and related documents, only in minimum amounts of \$500,000 and to (a) an affiliate of the Purchaser or (b) one or more banks, insurance companies or other financial institutions or their affiliates.

5. The Purchaser acknowledges that (a) the Bonds (i) have not been registered under the Securities Act of 1933, as amended, (ii) have not been registered or otherwise qualified for sale under the securities laws of any state, and (iii) will not be listed on any securities exchange and (b) there is no established market for the Bonds and that none is likely to develop. The Purchaser understands and acknowledges that (a) the offering of the Bonds is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, and (b) in connection with the Purchaser's purchase of the Bonds, the City has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document.

6. The Purchaser is acting solely for its own loan account and not as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor, or fiduciary. The Purchaser has not provided, and will not provide, financial, legal (including securities law), tax, accounting, or other advice to or on behalf of the City (including to the financial advisor or the placement agent engaged by the City) with respect to the structuring, issuance, sale, or delivery of the Bonds. The Purchaser has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to the City with respect to the transactions relating to the structuring, issuance, sale, or delivery of the Bonds and the discussions, undertakings, and procedures leading thereto. Each of the City, its financial advisor, and its placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting, and other advice (including as it relates to structure, timing,

terms, and similar matters and compliance with legal requirements applicable to such parties) with respect to the Bonds from its own financial, legal, tax, and other advisors (and not from the undersigned or its affiliates) to the extent that the City, its financial advisor, or its placement agent desires to, should, or needs to obtain such advice. The Purchaser expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the City's financial advisor or placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the City's financial advisor or placement agent, with respect to any such matters. The transactions between the City and the Purchaser are arm's length, commercial transactions in which the Purchaser is acting and has acted solely as a principal and for its own interest, and the Purchaser has not made recommendations to the City with respect to the transactions relating to the Bonds.

7. IN WITNESS WHEREOF, UMPQUA BANK has caused this Letter of Representations to be executed by its officer thereunto duly authorized, all as of the day and year first above written.

UMPQUA BANK, as Purchaser

By _____
Name _____
Title _____

City of Orland
Update of Pension Obligation Bond Financing Options
August 27, 2021

Summary of Recommended Financing Option

	Projected 2022-23 Amortization Schedule	95% UAL Funding Level Debt Service			Estimated Annual Savings
	Safety and Misc. UAL Payments	POB Payment	Residual Payment	Total	
2023	\$ 580,770	\$ 338,135	\$ 172,834	\$ 510,969	\$ 69,801
2024	\$ 601,557	\$ 337,838	\$ 170,092	\$ 507,930	\$ 93,628
2025	\$ 588,655	\$ 341,200	\$ 153,424	\$ 494,624	\$ 94,032
2026	\$ 558,801	\$ 339,268	\$ 145,525	\$ 484,792	\$ 74,009
2027	\$ 524,012	\$ 342,188	\$ 135,375	\$ 477,563	\$ 46,449
2028	\$ 465,820	\$ 339,813	\$ 112,038	\$ 451,850	\$ 13,970
2029	\$ 484,156	\$ 337,290	\$ 126,421	\$ 463,711	\$ 20,445
2030	\$ 502,997	\$ 339,620	\$ 129,950	\$ 469,570	\$ 33,427
2031	\$ 522,360	\$ 341,655	\$ 133,590	\$ 475,245	\$ 47,115
2032	\$ 542,244	\$ 338,395	\$ 137,339	\$ 475,734	\$ 66,510
2033	\$ 535,409	\$ 339,988	\$ 133,733	\$ 473,721	\$ 61,688
2034	\$ 527,650	\$ 341,285	\$ 129,839	\$ 471,124	\$ 56,526
2035	\$ 508,703	\$ 342,288	\$ 122,845	\$ 465,132	\$ 43,571
2036	\$ 475,676	\$ 327,995	\$ 55,590	\$ 383,585	\$ 92,091
2037	\$ 373,794	\$ 308,850	\$ 33,670	\$ 342,520	\$ 31,274
2038	\$ 279,190		\$ 29,053	\$ 29,053	\$ 250,137
2039	\$ 246,213		\$ 10,475	\$ 10,475	\$ 235,738
2040	\$ 56,922		\$ 319	\$ 319	\$ 56,603
2041	\$ 20,395		\$ 266	\$ 266	\$ 20,130
Total	\$ 8,395,326	\$ 5,055,805	\$ 1,932,377	\$ 6,988,182	\$ 1,407,144

The Safety and Miscellaneous Payments shown under the Current Amortization Schedule reflects the effects of the 2020 investment loss, the 2021 estimated investment gain, 6.8% discount rate, UAL prepayment made for 2021-22 and other sources of gains and losses.



CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 7.A

MEETING DATE: September 7, 2021

TO: Honorable Mayor and Council
FROM: Rebecca Pendergrass, Accounting Manager
SUBJECT: Measure A Public Safety Sales Tax Report (Discussion/Action)

Council will review staff's Measure A report for fiscal year 2020-21.

BACKGROUND

Passed by voters in November 2016, Measure A provides new additional funding for public safety, with priority (the first \$300k) to Fire Department capital equipment needs. City officials promised voters that revenue from the measure would be utilized in this way and assured the public an annual report would be published showing the amount of funds received and how the funds were spent.

Revenue is raised through a local $\frac{1}{2}\%$ sales and use transaction tax. The tax was implemented for retail transactions starting April 1, 2017 and is ongoing. Revenue began being received by the City July 1, 2017. FY20-21 marks the fourth full fiscal year of Measure A.

DISCUSSION

The first portion of the report summarizes the fiscal year's activity:

The FY21 budget assumed \$943,500 in revenue and authorized \$977,300 in expenditures including a set aside of \$177k for fire apparatus replacement. Actual revenue was \$1,181,789 (\$238k more than budgeted), with actual expenditures of \$1,180,043 including set asides (\$203k over budget). Please note that the Fire Chief's Truck was paid for out of the *Fire Equipment Replacement Set Asides* after the purchase was approved in 2019.

The second portion of the report summarizes the fund balance:

After the 2021 fiscal year's activity and set asides, there remains a projected \$688k cash balance in the fund carried forward to FY21. Of this balance, \$350k is committed for future fire equipment, and \$100k is set aside for public safety facility, leaving \$238k uncommitted at the start of the new fiscal year.

Staff proposes Council acceptance of the report. Once accepted by Council, the Measure A report will be published to the community and available online at the City website.

Attachment: Proposed Measure A Public Safety Sales Tax Report FY20-21

RECOMMENDATION:

Accept the proposed Measure A Public Safety Sales Tax Report FY20-21.

Fiscal Impact of recommendation: None.

City of Orland
Measure A - Public Safety Sales Tax Report
 Fiscal Year 2020-2021



Measure A Local Sales Tax Revenue Received, July 2020 - June 2021
 Interest Earnings on Measure A Fund

\$1,181,789
\$425

TOTAL MEASURE A REVENUES:

\$1,182,215

Measure A Local Sales Tax Expenditures, July 2020 - June 2021:

Fire Truck Payment	76,698
Fire Chief Truck & Equipment*	242,364
Response Supplies - Medical, Foam, Etc.	25,959
Facility & Equipment Maintenance and Supplies	61,473
Volunteer Support	40,000
Personnel Equipment (SCBA's, Turnouts, Etc.)	29,372
Radio Communication (Dispatch, Pagers) & Repeater Project	59,733
Technology (Equipment, Software, Internet & Phone Service)	23,996
Personnel Training	8,567
Set-aside for fire equipment replacement schedule	177,000
Set-aside for future public safety facility	-
SUBTOTAL FOR FIRE:	<u>\$745,161</u>

Police Patrol Vehicles (Debt Service)	114,000
Vehicle & Equipment Repairs	11,999
Communications (Radio, Dispatch, Phone)	90,967
Specialized Equipment Maintenance (Rifles, Taser, BPV, Etc.)	23,767
Technology (Software Updates & Maintenance)	58,287
Radio Receiver Project	19,270
Office Support Expenses	1,666
SUBTOTAL FOR POLICE:	<u>\$319,956</u>

Fire hydrants, Signs, Emergency Supplies	41,291
Complete Fleet Shop Construction	54,717
Thermoplastic Equipment	18,918
SUBTOTAL FOR PUBLIC WORKS:	<u>\$114,925</u>

* = Paid for with Measure A "Set-Aside" Funds

TOTAL EXPENDITURES and SET ASIDES:

\$1,180,043

Fund Balance as of July 1, 2020	\$685,983
Net of FY20-21 Revenue vs Expenses & Set Asides	\$2,172
FUND BALANCE as of June 30, 2021	\$688,155

Committed:

Accumulated set asides from this and previous fiscal years	450,000
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Uncommitted fund reserves July 1, 2021:	\$238,155
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This report summarizes cash received and cash expended, and is not part of the outside auditor's report.

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 7.B.

MEETING DATE: September 7, 2021

TO: Honorable Mayor and Council
FROM: Pete Carr, City Manager and Ed Vonasek, Director of Public Works
SUBJECT: Mutual Assistance Agreement for Water and Wastewater (Discussion/Action)

City Council will consider agreeing to join the CalWARN mutual assistance network.

BACKGROUND

Since 2007 a mutual assistance network for operators of water and wastewater utilities has been operating in California. The California Water/Wastewater Agency Response Network (CalWARN) is divided into six regions. Members in our region include CalWater, Paradise Irrigation District, City of Red Bluff, City of Tehama, Verde Vale Water District in Anderson, City of Redding, and Sutter Community Water District.

The CalWARN mission is to support and promote statewide emergency preparedness, disaster response, and mutual assistance processes for public and private water and wastewater utilities. The CALWARN format is consistent with consistent with other statewide mutual aid programs and the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS), functioning in coordination with the State Office of Emergency Services (OES). Activities include training, exercises, information sharing, and cooperative mutual aid response.

DISCUSSION

CalWARN membership provides Orland increased opportunities for proactive emergency preparedness and successful emergency management. There are no fees for membership. The mutual aid agreement provides for voluntary assistance on a reimbursable basis. Time commitment is a monthly utility managers conference call, one or two conference meetings annually, and attention to members' needs in emergencies. City Attorney and GSRMA have reviewed the agreement and concur with staff recommendation to participate.

Attachments (2):
1. CalWARN Articles of Mutual Assistance Agreement
2. CalWARN Agreement

RECOMMENDATION:

Approve membership in CalWARN and authorize City Manager to execute agreement.

Fiscal Impact of recommendation: None

Articles of Agreement
California Water/Wastewater Agency Response Network
WARN 2007 Omnibus Mutual Assistance Agreement

This AGREEMENT is made and entered into by those water and wastewater utilities which have adopted and signed this agreement to provide mutual assistance in times of emergency in accordance with the California Emergency Services Act and the California Disaster and Civil Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis.

All of said water and wastewater utilities being herein referred to collectively as "the parties."

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency as follows:

ARTICLE I.
PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program and is available to all water and wastewater utilities, public and private, in the State of California.

ARTICLE II.
DEFINITIONS

- A. **Authorized Official** – An employee or officer of a Member who is authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance under this.
- B. **Emergency** – A natural or human caused event or circumstance causing, or imminently threatening to cause impact to the operations of a member utility's system, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or other conditions which is, or is likely to be beyond the control of the services, personnel, equipment, and facilities of a Member and requires mutual assistance.
- C. **Member** – Any public or private water or wastewater utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this, the California Water/Wastewater Agency Response Network (CalWARN) Agreement.
- D. **Associate Member** – Any non utility participant, approved by the State Steering Committee, that provides a support role for the WARN program, for example State Department of Public

1 Health, or associations, who are members of the Regional or State Steering Committees
2 and do not officially sign the WARN agreement.
3

- 4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
7
- 8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of
9 Assistance under the Mutual Aid and Assistance Program.
10
- 11 G. **Requesting Member** - A Member who requests assistance under the Mutual Aid and
12 Assistance Program.
13
- 14 H. **Responding Member** - A Member that responds to a request for assistance under the
15 Mutual Aid and Assistance Program.
16
- 17 I. **Period of Assistance** - A specified period of time when a Responding Member assists a
18 Requesting Member. The period commences when personnel, equipment, or supplies
19 depart from Responding Member's facility and ends when the resources return to their
20 facility (portal to portal). All protections identified in the Agreement apply during this period.
21 The specified Period of Assistance may occur during response to or recovery from an
22 Emergency.
23
- 24 J. **National Incident Management System (NIMS)** - A national, standardized approach to
25 incident management and response that sets uniform processes and procedures for
26 emergency response operations.
27
- 28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to
29 field command and jurisdictional management and response set forth by State of California
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
31
32

33 **ARTICLE III.** 34 **ADMINISTRATION** 35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee
38 (SSC).
39

40 The WARN RSCs will be established by representatives from the Members in that region. A
41 chair and co-chair will be elected and act as administrators for that region. The chair will
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for
43 Members, maintain a data base of all water and wastewater utilities who have signed this
44 Agreement, and meet as a committee to address concerns and procedures for requesting
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office
46 of Emergency Services (OES) mutual aid regions.
47

48 The WARN SSC will include the chairs of the regional steering committees, and a
49 representative from the California Department of Public Health (CDPH), California Utilities
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water

1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating
4 utilities. The database will be maintained on the WARN website, managed by a volunteer
5 Member, as appointed by the SSC.
6
7

8 **ARTICLE IV.** 9 **PROCEDURES**

- 10
11 A. In coordination with the Regional Steering Committees, emergency management and public
12 health system of the state, the State Steering Committee shall develop operational and
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall
14 be consistent with the Standardized Emergency Management System (SEMS) and the
15 National Incident Management System (NIMS), reviewed at least annually and updated as
16 needed by the State Steering Committee.
17
18 B. Requests for emergency assistance under this Agreement shall be directed to the
19 appropriate Authorized Official(s) from the list of Members.
20
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for
22 mutual assistance under this Agreement may be channeled through the CUEA Utility
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest
24 priority needs.
25
26

27 **ARTICLE V.** 28 **REQUESTS FOR ASSISTANCE**

29
30 In general, assistance will be in the form of resources, such as equipment, supplies, and
31 personnel. Assistance shall be given only when Responding Member determines that its own
32 needs can be met while rendering assistance. The execution of this Agreement shall not create
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not
34 be held liable for failing to provide assistance. A potential Responding Member has the
35 absolute discretion to decline to provide any requested assistance.
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;
38 provide contact information including 24-hour access; and maintain resource information
39 made available by the utility for mutual aid and assistance response, as allowed by utility
40 policy. Such information shall be updated annually or as changes occur (whichever is
41 sooner), provided to the State Steering Committee, and uploaded into the statewide
42 database.
43
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may
45 request mutual aid and assistance from a participating Member. Requests for assistance
46 can be made orally or in writing. When made orally, the request for personnel, equipment,
47 and supplies shall also be prepared in writing and submitted to the participating Member as
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of
49 the participating Member. Specific protocols for requesting aid shall be provided in the
50 procedures developed under Article IV.
51

1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
2 request. After a Member receives a request for assistance, the Authorized Official evaluates
3 whether or not to respond, whether resources are available to respond, or if other
4 circumstances would hinder response. Following the evaluation, the Authorized
5 Representative shall inform, as soon as possible, the Requesting Member whether it will
6 respond. If the Member is willing and able to provide assistance, the Member shall inform
7 the Requesting Member about the type of available resources and the approximate arrival
8 time of such assistance.

9
10 D. **Discretion of Responding Member's Authorized Official** – Execution of this Agreement
11 does not create any duty to respond to a request for assistance. When a Member receives
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
13 whether or not to respond, or the availability of resources to be used in such response. An
14 Authorized Member's decisions on the availability of resources shall be final.

15
16
17 **ARTICLE VI.**
18 **RESPONSE COORDINATION**
19

20 When providing assistance under this Agreement, the Requesting Member and Responding
21 Member shall be organized and shall function under the Standard Emergency Management
22 System and National Incident Management System protocols and procedures.

23
24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
25 to participate and the resources that are available.

26
27 B. **Control** – While employees so provided may be under the supervision of the
28 Responding Member, the Responding Member's employees come under the direction
29 and control of the Requesting Member, consistent with the NIMS Incident Command
30 System to address the needs identified by the Requesting Member. The Requesting
31 Member's Authorized Official shall coordinate response activities with the designated
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member's
34 designated supervisor(s) must keep accurate records of work performed by personnel
35 during the specified Period of Assistance.

36
37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
38 and shelter for Responding Member personnel. If the Requesting Member is unable to
39 provide food and shelter for Responding Member personnel, the Responding Member's
40 designated supervisor is authorized to secure the resources necessary to meet the needs of
41 its personnel. Except as provided below, the cost for such resources must not exceed the
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
43 per diem rates for the area, the Responding Member must demonstrate that the additional
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
46 Member for all reasonable and necessary costs associated with providing food and shelter,
47 if such resources are not provided.

48
49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
50 with radio equipment as available, or radio frequency information to program existing radio,
51 in order to facilitate communications with local responders and utility personnel.

- 1
2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
4 their respective jurisdictions.
5
6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
9 credentials during the specified Period of Assistance.
10
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
12 right to withdraw some or all of its resources at any time for any reason in the Responding
13 Member's sole and absolute discretion. Notice of intention to withdraw must be
14 communicated to the Requesting Member's Authorized Official as soon as soon as is
15 practicable under the circumstances.
16

17
18 **ARTICLE VII.**
19 **COST REIMBURSEMENT**
20

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to
26 participate available to Requesting Member at Requesting Member's expense equal to
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
28 wage plus fringe benefits and overhead, and consistent with Responding Member's
29 collective bargaining agreements or other conditions of employment. All costs incurred
30 for work performed during the specified Period of Assistance will be included. The
31 Requesting Member shall be responsible for all direct and indirect labor costs.
32
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
34 and generators, shall be at Responding Member's current equipment rate and subject to the
35 following conditions: The Requesting Member shall reimburse the Responding Member for
36 the use of equipment during the specified Period of Assistance, including, but not limited to,
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
39 Member as soon as is practicable and reasonable under the circumstances.
40 (a) At the option of Responding Member, equipment may be provided with an
41 operator.
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
43 of an oral or written request for return.
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
45 maintenance for furnished equipment.
46 (d) Responding Member's cost related to the transportation, handling and
47 loading/unloading of equipment shall be chargeable to Requesting Member.
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
49 or while in the custody and use of Requesting Member, Requesting Member shall
50 reimburse Responding Member for the reasonable cost of repairing said damaged
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with
2 equipment that is of at least equal capability as determined by the Responding
3 Member. If Responding Member must lease a piece of equipment while Requesting
4 Member equipment is being repaired or replaced, Requesting Member shall
5 reimburse Responding Member for such lease costs.
6

7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
9 returnable supplies. Other supplies and reusable items that are returned to Responding
10 Member in a clean, damage-free condition shall not be charged to the Requesting
11 Member and no rental fee will be charged; otherwise, they shall be treated as
12 expendable supplies. Supplies that are returned to the Responding Member with
13 damage must be treated as expendable supplies for purposes of cost reimbursement.
14

15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting
16 Member for all expenses incurred by the Responding Member while providing assistance
17 under this Agreement. The Requesting Member shall send the itemized bill not later than
18 (90) ninety days following the end of the Period of Assistance. The Responding Member
19 may request additional periods of time within which to submit the itemized bill, and
20 Requesting Member shall not unreasonably withhold consent to such request. The
21 Requesting Member agrees to reimburse the Responding Member within 60 days from
22 receipt of an invoice for assistance provided under this Agreement. The Requesting
23 Member may request additional periods of time within which to pay the itemized bill, and
24 Responding Member shall not unreasonably withhold consent to such request, provided,
25 however, that all payment shall occur not later than one-year after the date a final itemized
26 bill is submitted to the Requesting Member.
27

28 E. **Records** - Each Responding Member and its duly authorized representatives shall have
29 access to a Requesting Member's books, documents, notes, reports, papers and records
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
32 and its duly authorized representatives shall have access to a Responding Member's books,
33 documents, notes, reports, papers and records which are directly pertinent to this
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
36 years or longer where required by law and as needed for federal reimbursement practices.
37
38

39 **ARTICLE VIII.**

40 **ARBITRATION**

41

42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in
45 accordance with the Rules of the American Arbitration Association. Judgment on the award
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.
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In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

ARTICLE XII. NOTICE

CalWARN Mutual Aid/Asst Agreement

1 **ARTICLE XIII.**
2 **INSURANCE**
3

4 Members shall maintain an insurance policy or maintain a self insurance program that covers
5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance
6 Program.
7

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9 **ARTICLE XIV.**
10 **CONFIDENTIAL INFORMATION**
11

12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest
13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
14 Confidential Information provided to it by another Member pursuant to this Agreement. If any
15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise,
16 that a Member or Associate Member disclose any Confidential Information provided to it under
17 this Agreement, the Member or Associate Member shall immediately notify the owner of the
18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure
19 of any Confidential Information by asserting all applicable rights and privileges with respect to
20 such information and shall cooperate fully in any judicial or administrative proceeding relating
21 thereto.
22

23
24 **ARTICLE XV.**
25 **EFFECTIVE DATE**
26

27 This Agreement shall take effect for a new party immediately upon its execution by said
28 party.
29

30
31 **ARTICLE XVI.**
32 **WITHDRAWAL**
33

34 Any party may terminate its participation in this Agreement by written notice to the Chair of the
35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate
36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting
37 Member's duty to reimburse a Responding Member for cost incurred during a Period of
38 Assistance, which duty shall survive such withdrawal.
39

40
41 **ARTICLE XVII.**
42 **MODIFICATION**
43

44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
45 Agreement. Modifications to this Agreement require a simple majority vote of Members within
46 each region and unanimous agreement among the regions. The State Steering Committee will
47 notify all parties of modifications to this Agreement in writing and those modifications shall be
48 effective upon 60 days written notice to the parties.
49

1
2 **ARTICLE XVIII.**
3 **SEVERABILITY**
4

5 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be
6 illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be
7 affected, and the rights and obligations of the parties shall be construed and enforced as if the
8 Agreement did not contain the particular term or provision held to be invalid.
9

10
11 **ARTICLE XIX.**
12 **PRIOR AGREEMENTS**
13

14 To the extent that prior agreements among signatories to this Agreement for mutual assistance
15 are inconsistent with this Agreement, such agreements are hereby superseded. This
16 Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus
17 Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.
18

19
20 **ARTICLE XX.**
21 **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**
22

23 This Agreement is for the sole benefit of the Members and no other person or entity has rights
24 under this Agreement as a third party beneficiary. Assignment of benefits or delegation of
25 duties created by this Agreement to third parties that are not Members is prohibited and without
26 effect.
27

28
29 **ARTICLE XXI.**
30 **TORT CLAIMS**
31

32 This Agreement in no way abrogates or waives any immunity or defense available under
33 California law.
34

35
36 **ARTICLE XXII.**
37 **INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**
38

39 To the extent practicable, Members retain the right to participate in mutual aid and assistance
40 activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance
41 Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar
42 programs.
43
44
45

California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

WHEREAS, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

WHEREAS, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California; and later expanded to all water and wastewater agencies in the State of California, and

WHEREAS, the CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT is a continuation of the WARN 1996 OMNIBUS MUTUAL AID and 2001 OMNIBUS MUTUAL AID AGREEMENT and sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

WHEREAS, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no water or wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on www.calwarn.org; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the

City of Orland

(Utility)

agrees to become a party to the CalWARN 2007 Omnibus Mutual Assistance Agreement.

Date:

September 7, 2021

Name: (printed)

Peter R. Carr

(signature)

Title:

City Manager

Please return an ORIGINAL signed copy of this page, plus the [information requested on](#)