

## CITY COUNCIL

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

## CITY OFFICIALS

Jennifer Schmitke  
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, January 18, 2022

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 will be participating in person.

The public is encouraged to participate in the meeting via Zoom, and can also join by telephone or at Carnegie Center.

Please call: 1 (669) 900-9128 Webinar ID#: 868 6091 7141

1. CALL TO ORDER – 6:30 P.M.
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ORAL AND WRITTEN COMMUNICATIONS

A. Public 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).**

5. **CONSENT CALENDAR**

- A. Warrant List (payable obligations).
- B. Approve City Council minutes for January 4, 2022.

- C. Designate Regional Transit Committee Alternate
- D. Revised Resolution 2022-03 for Habitat for Humanity Project

**6. ADMINISTRATIVE BUSINESS**

- A. Caltrans Interstate Beautification Project (Discussion/Direction) – Ed Vonasek, Director of Public
- B. School Resource Officer (SRO) MOU Agreement (Discussion/Action)- Orland Superintendent/Glenn County Superintendent
- C. Presentation: Police Department (Discussion)– Chief Vlach
- D. Presentation: Fire Department (Discussion) – Chief Chaney
- E. High Pressure Mobile Pump System (Discussion/Action) – Justin Chaney
- F. Verbal Update on Drought Conditions and Water Connection Project (Discussion) – Pete Carr, City Manager

**7. CITY COUNCIL COMMUNICATIONS AND REPORTS**

**8. CLOSED SESSION**

- A. Public Comments: The Public will have an opportunity to directly address the legislative body on the item below prior to the Council convening into closed session. Public comments are generally restricted to three minutes.
- B. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: one potential case

**9. RECONVENE TO REGULAR SESSION**

**10. REPORT FROM CLOSED SESSION**

**11. ADJOURN**

**CERTIFICATION:** Pursuant to Government Code Section 54954.2(a), the agenda for this meeting was properly posted on January 13, 2022.

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](http://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.

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**CITY MANAGER**

Peter R. Carr

## WARRANT LIST

January 18, 2022

Warrant	1/13/22	\$	180,567.60
PERS	1/11/22	\$	22,497.13
		\$	203,064.73

### APPROVED BY

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Dennis Hoffman, Mayor

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Jeffrey A. Tolley, Vice-Mayor

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Bruce T. Roundy, Councilmember

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William "Billy" Irvin, Councilmember

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Chris Dobbs, Councilmember



REPORT.: Jan 13 22 Thursday  
 RUN....: Jan 13 22 Time: 14:39  
 Run By.: Leticia Espinosa

CITY OF ORLAND  
 Cash Disbursement Detail Report  
 Check Listing for 01-22 thru 01-22 Bank Account.: 1001

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
054664	01/05/22	RJP00	RJ PAINTING & DECORATING	-3000.00	12/10/21u	Ck# 054664 Reversed
054764	01/13/22	ABD00	ADVANCED DOCUMENT	115.07 24.76 161.35	INV62387 INV62388 INV62389	BD-PLAN/COPIES PD/COPIES 12/1/21-12/31/21 CITYHALL/COPIES
			Check Total.....:	301.18		
054765	01/13/22	AFF00	Affordable Computer Solut	190.78 90.00	6383 6385	FD/SETUP MACBOOK PRO LIB/SERVER UPDATE
			Check Total.....:	280.78		
054766	01/13/22	ALT02	Alternative Energy System	175.00	12167	CITYHALL/PD SOLAR INSPECTION
054767	01/13/22	AND06	EDGAR ANDRADE	100.00	JAN2022	Measure A UNIFORMS
054768	01/13/22	APP02	Appeal-Democrat	348.94	12312022	NOTICES OF PUBLIC HEARINGS
054769	01/13/22	AQU03	Aqua Metric	1606.40	85994	PW/WATER PARTS
054770	01/13/22	ARA00	ARAMARK UNIFORM SERVICES	1184.90	13312021	PW/UNIFORM CLEANING DECEMBER
054771	01/13/22	ATT06	A T & T	272.80	12202021	PW/WELL COMMUNICATIONS
054772	01/13/22	ATT07	A T & T	296.06	12252021	AC/PHONE LINE
054773	01/13/22	ATT10	AT&T MOBILITY (FIRST NET)	144.05	1022022	CELL PHONE USAGE JANUARY
054774	01/13/22	BAL00	Knife River Construction	1004.35	263721	STREETS/ASPHALT
054775	01/13/22	BAT07	BEHAVIORAL ANALYSIS TRAIN	100.00	01042022	PD/MOTORCYCLE GANG & BIKER TRAINING
054776	01/13/22	CAL14	Cal Signal Corp	15421.24	8534	NEW POLE 6TH & SOUTH ST
054777	01/13/22	CAR02	CARDMEMBER SERVICE	503.87 2525.81 2001.19 466.35 1745.66 3372.67 661.68	1/11/22 DEC2021 OCT-DEC 12/28/21 12282021 1121-1228 9/29/21-1	REC/YOUTH BASKETBALL SUPPLIES/TABLET CLERK/POSTAGE, FLAGS, ZOOM, ENVELOPES PW/WATER & SEWER SUPPLIES, PW FLEET LIB/BOOK, CHILDREN SERVICES, EMAIL FD MEASURE A/EMR RENEWAL, APPLE STORAGE, ENGINE B TR PD/TRAINING, ADOBE ACROPRO, OFFICERS SUPPLIES, LODG MULTI DEPARTMENTS MISC
			Check Total.....:	11277.23		
054778	01/13/22	CCA02	CCAI-ECF	1275.00	259910	PD/FIRE INVESTIGATION TRAINING
054779	01/13/22	CES00	Kyle Cessna	100.00	JAN2022	Measure A UNIFORMS
054780	01/13/22	CHI12	Chico Immediate Care Medi	281.92	621K23200	PW/PRE EMPLOYMENT PHYSICAL
054781	01/13/22	CIT01	City of Corning	3395.70	1032022	MEASURE A FD/ DISPATCH
054782	01/13/22	COM02	Comcast	294.53 399.95	1/3-2/22 12222021	MULTI-DEPTS/INTERNET CONNECTION FD/INTERNET SERVICES
			Check Total.....:	694.48		
054783	01/13/22	COR02	Corning Chevrolet Buick	218.37	230	FLEET/PD PARTS
054784	01/13/22	COR05	Corning Ford	42.95	48754	PW/FLEET PARTS
054785	01/13/22	CSA00	CSAC-EIA	397.44	22400975	EMPLOYEE ASST PROGRAM JAN-MARCH2022
054786	01/13/22	CSU04	CHICO STATE ENTERPRISES	11000.00	SP006403	GIS SVCS 7/1/21-6/30/22
054787	01/13/22	DEM00	DEMCO	378.26	7056661	LIB/BARCODES, LABELS, NAME BADGES
054788	01/13/22	EIN02	Gregory P. Einhorn	4000.00	14519DEC	CA/CONTRACT SERVICES
054789	01/13/22	ELLO6	STEVE ELLIOTT	42.96	12182021	AC/FACEBOOK ADS, OFFICE SUPPLIES
054790	01/13/22	END00	END2END, INC.	7000.00	2100745	PD/ ARMS SAAS/ CLOUD NIBRS
054791	01/13/22	FLE04	FLEMING, JOHN	1495.00	1229-1/11	BD/INSPECTION SERVICES
054792	01/13/22	FLO03	JOSE FLORES	100.00	JAN2022	Measure A UNIFORMS
054793	01/13/22	FLO04	JOSE FLORES	100.00	01012022	PD/PER-DIEM TRAINING
054794	01/13/22	FUL00	KRISTOPHER FULLMORE	100.00	JAN2022	Measure A UNIFORMS
054795	01/13/22	FUL04	Full Moon Portable Sanita	240.00	1421	PW/GREEN WASTE YARD, CITY YARD NOV-DEC

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Run By.: Leticia Espinosa

CITY OF ORLAND  
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Check Listing for 01-22 thru 01-22 Bank Account.: 1001

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
054796	01/13/22	GAN00	Gandy & Staley Oil Co.	2476.89	138216	PW/DIESEL
054797	01/13/22	GAY01	GAYNOR TELESYSTEMS INC	1738.98 975.47 185.63	40160 40162 MULTI	CITY HALL POLICE/ANNUAL MAINTENANCE LIB/ANNUAL PHONE SUPPORT PW-PD/PHONE SUPPORT
			Check Total.....:	2900.08		
054798	01/13/22	GLE02	GLENN COUNTY SHERIFF	37000.00	10282102	PD/ANIMAL CONTROL SERVICES & DISPATCH SERVICES
054799	01/13/22	GRA02	GRAINGER, INC.	1856.06	822,548,0	PW/FLEET & SHOP SUPPLIES
054800	01/13/22	GRO00	Ferguson Enterprises Inc	4592.04	1660636-1	PW/WATER MATERIALS
054801	01/13/22	HEI01	VIRGIL HEISE	100.00	12012021	FD/JANITORIAL
054802	01/13/22	HIN03	Hinderliter deLlamas & As	932.03	0033141-I	SALES TAX AUDIT SVCS
054803	01/13/22	HOL00	HOLIDAY SUPERMARKET	11800.00	257	OLD WELL DESTRUCTION
054804	01/13/22	HOU05	HOUSING TOOLS	856.00	2239	HOUSING ELEMENT UPDATE
054805	01/13/22	INT03	INTERNATIONAL ASSOCIATION	65.00	M22-C6715	PD/MEMBERSHIP RENEWAL & EVIDENCE LOG
054806	01/13/22	JCN00	J.C. NELSON SUPPLY	709.73	765573	PW/BM CLEANING SUPPLIES
054807	01/13/22	JEW00	JEWELL'S CONCRETE CUTTING	6490.00	490	REC/PICKLEBALL COURT
054808	01/13/22	JOH02	SEAN JOHNSON	100.00	JAN2022	Measure A UNIFORMS
054809	01/13/22	KEL01	KELLER SUPPLY COMPANY	491.47	079	PW/MULTI-CHLOR (WELL)
054810	01/13/22	KEV00	KEVIN TUPES FABRICATION	2957.24	12212021	PW/SCADA WELL MAINT
054811	01/13/22	LES00	LES SCHWAB	20.00 493.52	12312021 612004904	PW/TIRE SERVICE MEASURE A-FD/TIRE REPLACEMENT & INSPECTION
			Check Total.....:	513.52		
054812	01/13/22	LOW00	Katherine Lowery	100.00	JAN2022	Measure A UNIFORMS
054813	01/13/22	MAR17	MARTINDALE, RYAN	100.00	JAN2022	Measure A UNIFORMS
054814	01/13/22	MAT04	MATSON & ISOM	177.00 3639.00	5014 81751	PW/LICENSE RENEWAL MONTHLY BILLING (DECEMBER 2021)
			Check Total.....:	3816.00		
054815	01/13/22	MCM00	McMaster-Carr	24.20	12302021	WF/FLEET#2
054816	01/13/22	MEZ00	JODY MEZA	200.00	DEC2021	LIB/MILEAGE
054817	01/13/22	MIL00	MILLER GLASS, INC.	284.00	3-353390	PD/FORD C/V-LP#1234927
054818	01/13/22	MIL07	MILLS, DARYL	100.00	JAN2022	Measure A UNIFORMS
054819	01/13/22	MJB00	MJB WELDING SUPPLY, INC	10.85	12312021	PW/ CYLINDER RENTAL
054820	01/13/22	MME00	Municipal Maintenance Equ	919.09	166054,16	SEWER/VACCON PARTS
054821	01/13/22	MOT00	Motorola Solutions Inc.	1396.31	16168785	PD/12 BATTERIES 2300M 2350T
054822	01/13/22	NAP00	NAPA AUTO PARTS	2437.66	12312021	PW & PD/FLEET & PW/SHOP MATERIALS
054823	01/13/22	NOR29	North Valley Portable Toi	288.77	INV2862	REC CENTER AND SOFTBALL GAMES
054824	01/13/22	NUS00	NUSO, LLC	103.48	130609158	MEASURE A FD/ PHONE LINES
054825	01/13/22	ORE00	O'REILLY AUTO	615.81	12282021	PD/PW FLEET SUPPLIES
054826	01/13/22	ORH00	ORLAND HARDWARE	1084.25	12272021	PW/MISC SUPPLIES
054827	01/13/22	ORL15	Orland Saw & Mower	79.57	43336	PW/PARKS EQUIP MAIN
054828	01/13/22	PAP01	PAPE MACHINERY	195.15	1130272	PARKS/MOWER PARTS
054829	01/13/22	PGE00	PG&E	68.74	12302021	PW/TRAFFIC CONTROL
054830	01/13/22	PIN01	EDGAR PINEDO	100.00	JAN2022	Measure A UNIFORMS
054831	01/13/22	PIN02	EDGAR PINEDO	200.00	01042022	PD/PER DIEM FOR CA & ARIDE TRAINING
054832	01/13/22	PON00	PONCI'S WELDING	406.76	77041	PW/SHOP SUPPLIES

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REPORT.: Jan 13 22 Thursday  
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PAGE: 003  
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
054833	01/13/22	QUI02	QUILL CORP.	221.19 63.84	21835005 22156112	MULTI/OFFICE SUPPLIES PD/MISC OFFICE SUPPLIES
Check Total.....:				285.03		
054834	01/13/22	R&B00	R&B A CORE & MAIN COMPANY	753.86	788	PW/WATER PARTS
054835	01/13/22	ROE02	Thomas Roenspie	100.00	JAN2022	Measure A UNIFORMS
054836	01/13/22	ROU01	Bruce Roundy	18.48	MILEAGE	COUNCIL/MILEAGE REIMBURSEMENT
054837	01/13/22	SIM01	SIMPLLOT	711.16	45775	PARKS/CHEMICALS
054838	01/13/22	STO04	Jeffrey G. Dunn	213.00	12312021	PEST CONTROL SERVICES
054839	01/13/22	SUN05	Sun Life Financial	4528.51	DEC2021	GAP INSURANCE
054840	01/13/22	SWR00	STATE WATER RESOURCES CON	7397.38 698.50	LW1033684 SM1033679	PW/WATER SYSTEM ANNUAL FEE/COMMUNITY WATER PW/WATER SYSTEM ANNUAL FEE-HAIGH FIELD
Check Total.....:				8095.88		
054841	01/13/22	T-M00	T-MOBILE	58.80	12212021	LIB/ WIFI HOTSPOT
054842	01/13/22	TEH06	TEHAMA TIRE SERVICE	3780.77	549,613,7	PD & PW/ FLEET
054843	01/13/22	TIA00	TIAA COMMERCIAL FINANCE,	268.05	8656023	PD/COPIER LEASE
054844	01/13/22	TUR01	Rae Turnbull	45.00	12132021	AC/WEBSITE NEWSLETTER
054845	01/13/22	VAL02	VALLEY ROCK PRODUCTS	213.85	710	PW/CONCRETE SAND & ROCK BASE
054846	01/13/22	VAN00	VANTAGE POINT TRANSFER AG	1644.59	INV122921	DEFERRED COMP PLAN 304591
054847	01/13/22	VER03	Verizon Wireless	78.54 228.06 164.04	895245319 989524531 989524532	RECREATION COMMUNICATIONS PW-PD/SCADA COMPUTER, LAPTOP & IPAD MEASURE A FD RESPONSE SERVICES FOR CITY ENGINE
Check Total.....:				470.64		
054848	01/13/22	VLA00	RAYMOND J. VLACH	100.00	JAN2022	Measure A UNIFORMS
054849	01/13/22	VLA01	R.J. VLACH	475.44 332.64	11292021 12122021	PD/MILEAGE REIMBURSEMENT PD/MILEAGE REIMBURSEMENT
Check Total.....:				808.08		
054850	01/13/22	WES16	West Mitsubishi	134.95	67057	PD/TIRES ALIGNMENT-FORD C/V UNIT#5
054851	01/13/22	WEX00	WEX BANK	103.32 755.21 5414.55 5164.16	6953465BD 6953465FD 6953465PD 76953465P	BLDG/FUEL FD/FUEL PD/ FUEL PW/FUEL
Check Total.....:				11437.24		
054852	01/13/22	\M004	JENNIFER MCDONALD	154.00	000C20101	MQ CUSTOMER REFUND FOR MCD0015
Cash Account Total.....:				180567.60		
Total Disbursements.....:				180567.60		

**MINUTES OF THE ORLAND CITY COUNCIL**  
**REGULAR MEETING HELD JANUARY 4, 2022**

**CALL TO ORDER**

Meeting called to order by Mayor Hoffman at 6:30 p.m.

Meeting opened with the pledge of allegiance.

**ROLL CALL**

Councilmembers present:	Councilmembers Bruce Roundy, Billy Irvin, Chris Dobbs (arrived via zoom at 6:45 pm), Vice Mayor Jeffrey A. Tolley and Mayor Dennis Hoffman
Councilmembers absent:	None
Staff present	City Manager, Peter Carr; City Clerk, Jennifer Schmitke; Assistant City Manager/Administrative Services Director, Rebecca Pendergrass; Ed Vonasek; Director of Public Works, Scott Friend, City Planner (via Zoom); City Attorney, Greg Einhorn; Joe Vlach, Police Chief; Paul Rabo, City Engineer

City Attorney Einhorn stated that Councilmember Dobbs would be participating via zoom from the Orland Volunteer Fire Department due to having to quarantine. Mr. Einhorn also stated that the agenda was missing the description of the closed session topic and wanted on record government Code section, that is the subject to the closed session, 54956.9D4 anticipated litigation and anticipated to be instituted by the City.

**ORAL AND WRITTEN COMMUNICATIONS**

**A. Public Comments: None**

**CONSENT CALENDAR**

- A. Approve Warrant List (payable obligations).
- B. Approve City Council minutes for December 21, 2021.
- C. Receive and file Planning Commission minutes of November 2021.
- D. Second Reading, Ordinance 2021-05 Approving the pre-zoning of an existing development parcel of land identified as 4309 County Road KK.

Action: Councilmember Irvin moved to approve the consent calendar A-D and Vice Mayor Tolley seconded the motion. The motion carried 4-0 by the following roll call vote.

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



## **ADMINISTRATIVE BUSINESS**

### **A. Honeybee Discovery Center Grant/Orland Grant Staff Report - Pete Carr, City Manager**

City Manager Carr presented to Council a new State grant program, the Rural Recreation and Tourism Program (RRT). This program is intended to create recreation opportunities within rural communities to support health related and economic goals. Two local organizations, the Honeybee Discovery Center (HDC) and the Orland Otters Swim Team, are interested in the City sponsoring their grant applications.

Mr. Carr informed Council that the HDC Board of Directors is proposing to leverage this grant to help develop the City-owned parcel on Walker Street between the railroad tracks and Pizza Palace. The concept is to create a pedestrian-friendly event plaza (a new city park) with tree-based landscaping that includes pollinator garden features. The HDC is hopeful that the new park (landscaping around future building) would be Phase I of the future Honeybee Discovery Center. Mr. Carr also stated the Orland Otters have repropoed a project that City Council considered and approved last year for a different grant application that would add a seasonal-use heater for the swimming pool, with several other improvements and upgrades, allowing for the pool to be used year-round. Staff recommendation is to approve both project proposals for application for RRT grand funding.

Carolina Bureson, Vice President of the Honeybee Discover Center Board spoke about the City improvement opportunity at the vacant lot at 521 Walker Street. Ms. Bureson explained that with the grant funds the HDC would like to create a pollinator park (phase I) of their entire HDC project. Brad Lents, landscape architect for the HDC project, shared site plans on the pollinator garden. Mr. Lents spoke about seating and signage, trails, trees, flowers, potential amphitheater and shade areas and a possible extension to allow for parking.

Councilmember Dobbs arrived via Zoom at 6:45 pm.

Councilmember Irvin asked if the building owners to the South of the project had been approached about selling to the City. Mr. Carr stated he had met with the owner a few years ago. Councilmember Irvin asked about parking spots and City Planner Scott Friend stated the City has standards that should be met.

Mayor Hoffman invited Ms. Suzi Kochems, Orland Otter representative, via Zoom to speak on behalf about their repropoed grant application. Ms. Kochems presented a redesigned application for funding through RRT program, modified from the previous grant application she submitted around a year ago. Ms. Kochems is proposing a heater for the pool, pool covers to keep heat in, new grandstands, new play structure with a shade cover, updated drinking fountains, new resurfaced pool structure and a walking path around Vinsonhaler park. These upgrades would turn the pool into a year-round complex. Councilmember Irvin asked if solar was included in the application. Ms. Kochems stated that if a year-round complex is being created that solar can be included in the grant application.

Mayor Hoffman asked if clubs that would utilize the pool would offset the costs of running the pool. Ms. Kochems stated that the pool would be able to be leased by the school and other clubs which would help with the upkeep and maintenance of the pool. Councilmember Irvin asked Recreation Director Joe Fenske if the walking loop would interrupt the softball field. Mr. Fenske stated the softball field would not be interrupted.



Action: Councilmember Roundy moved, seconded by Vice Mayor Tolley to approve both project applications. Councilmember Roundy amended his motion to include solar into the pool proposal.

Action: Councilmember Roundy moved, seconded by Vice Mayor Tolley to approve both, Honeybee Discovery Center grant proposal and the Orland Pool grant proposal which would include solar. The motion carried 4-0 by the following roll call vote.

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

### **B. Presentation: Public Works Department and Engineering - Ed Vonasek, Director of Public Works**

Mr. Vonasek presented an annual review of the Public Works Department. During the past year the department continued to oversee and maintain, water and sewer mains & lines, streets, parks, storm drains, building maintenance, fleet, green waste and tree removal/replacement. Highlights and accomplishments for this past year include replacing the stop light at South and Sixth Street, replacing trees along Hwy 32, Fire Hydrant replacements, repairing fallen light poles in Lely Park and beginning construction on a community pickleball court. Additionally, Mr. Vonasek stated that the City of Orland is loaning out one mechanic, on an as-needed basis, to help the City of Willows as their emergency vehicle mechanic is out. Goals for 2022 include: starting new connections for people who are participating in the DWR Orland area water project, Caltrans interchange art project and County Road M ½ project coming 2022/2023.

Councilmember Roundy inquired about the rate that old hydrants are being replaced. Mr. Vonasek stated that the City maintains five hundred hydrants within the city limits, of those five hundred Public Works budgets to replace 10 -15 a year.

Mayor Hoffman asked Director Vonasek if there is anything he could foresee Public Works needing this upcoming year. Mr. Vonasek stated that the Council has been incredibly attentive and supportive of Public Works needs, however, at this time the only thing needed is pay increases for the staff. The turnover rate in the department is increasing as employees leave to go to jobs that pay more.

### **C. Green Waste Site Update - Ed Vonasek, Director of Public Works**

Mr. Vonasek presented background information on the history of the City's green waste operations, current operation costs as well as rates from Tehama and Butte Counties for reference. Mr. Vonasek stated that the green waste site's operating expenses have increased. Additionally, it is becoming increasingly difficult to find a vendor who will grind up the waste and haul it away. To cover the additional expenses the current rates will need be increased again. Another option is to sunset the site's services.

Vice Mayor Tolley asked how many people use the green waste facility and who specifically frequents the site. Mr. Vonasek stated homeowners (around 75%) and landscapers (around 25%). Vice Mayor Tolley asked if the landscapers are from the City and are the lawn clippings from Orland. Mr. Vonasek stated that there is no way to say if the green waste is coming from Orland. Mr. Tolley asked if the City could burn the green waste. Mr. Vonasek stated that Public Works doesn't have the manpower to maintain the fires for weeks and it would be counterproductive to the objective of reducing burning waste.

Councilmember Irvin suggested either giving the green waste site its own line item on the budget or shutting the site down. Mr. Irvin stated that since the Glenn County Transfer station now accepts green waste there is an alternative spot to dispose of landscaping clippings.

Councilmember Dobbs asked what date the green waste site would be closed indefinitely. Mr. Vonasek recommended that the citizens be notified via postings at the green waste site as well as online. Council agreed that a month of notifications for citizens and then a final month of drop off of green waste would be a sufficient amount of time for residents.

Vice Mayor Tolley asked for an explanation on why the green waste grinding and disposal prices skyrocketed within the last few years. Mr. Vonasek explained that there is no market for green waste grindings anymore which has made it difficult to find someone who will not only grind the green waste but also haul them away for a reasonable price.

Council held discussion and determined that since there is no longer an outlet to grind and dispose of the waste and that there are now other options available (90-gallon bin from Waste Management for a small fee or Glenn County Transfer Station), it would be best to close the site.

Action: Councilmember Roundy moved, seconded by Councilmember Dobbs to close the City's green waste facility March 15, 2022. The motion carried 4-0-1 by the following roll call vote.

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

#### **D. Review Quarterly Report: City Fiscal Year objectives - Pete Carr, City Manager**

City Manager Carr presented to Council a review of progress on 2021-2022 project objectives. Mr. Carr asked Council to review the funded projects and capital outlays list presented in their agenda packets and asked for any questions on the progress of current projects.

A discussion was held, and Councilmember Irvin expressed his concern for updating the softball fields. Vice Mayor Tolley asked why item listed as Fire Engine #27 build was not showing 100% even though the project has been approved. Mr. Carr stated it is still at 20% because the engine is not fully constructed and delivered yet.

Mayor Hoffman opened up the discussion to the public and no comments were made.

#### **E. Verbal update on Drought Conditions and Water Connection Project - Pete Carr, City Manager**

City Manager Carr reported as of January 4, 2022, a total of 300 wells had been registered as distressed. Of those wells 191 (county wide) are dry, 130 are within the Orland area. Mr. Carr showed a map which displayed the south side of Orland to be the largest area in need with the northwest side being the second largest area in need. Dry well reporting has slowed down, and the expression of interest (EOI) applications deadline was December 31, 2021. The final number for those who wanted to connect to City water is 237, slightly down from the report at the last meeting due to duplicate entries. Of the 237 EOI, 135 are in Planning Area I (southern area of Orland). Currently the City is working with DWR to figure out the mapping so the most amount of people can be reached.

City Manager Carr stated that North Valley Community Foundation (NVCF) had delivered most of the tanks (so far, 52) and pump installations were currently underway. The first bulk water hauler was approved and started delivering water. There are currently 81 properties receiving bottled water.

Mr. Carr reported that the City's wells are stable but not where they were a year ago. The wells will continue to be monitored weekly. Mr. Carr showed a graph comparing water production from 2021 to 2013 and another graph comparing the well production of each month throughout the year. Mr. Carr reminded Council that in June the State set a goal to reduce water production by 15% by the end of December. The City of Orland reached 9% which is a 58.8 million gallons reduction from last year.

Councilmember Irvin asked if a date had been set for parcels with dry wells to be connected to City water. Mr. Carr stated that the emergency water connection project is dependent on the mapping process, hiring contractors and gathering supplies. Mr. Carr reminded that there is also a well and storage tank to be designed and built for the City.

#### **CITY COUNCIL COMMUNICATIONS AND REPORTS**

Councilmember Roundy:

- Nothing to report.

Councilmember Irvin:

- Nothing to report.

Councilmember Dobbs:

- Nothing to report.

Vice Mayor Tolley:

- Nothing to report.

Mayor Hoffman:

- Attended the Honeybee Discovery Center on the First Friday of the December.

#### **ADJOURN TO CLOSED SESSION AT 8:50 PM**

#### **CITIZEN COMMENTS ON CLOSED SESSION ITEMS – None**

#### **CLOSED SESSION**

- A. Public Comments: The public will have an opportunity to directly address the legislative body on the item below prior to the Council convening into closed session. Public comments are generally restricted to three minutes.
- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9; one potential case.

#### **RECONVENE TO REGULAR SESSION AT 8:52 PM**

**REPORT FROM CLOSED SESSION** – Direction was given to staff.

#### **MEETING ADJOURNED AT 8:52 PM**

Jennifer Schmitke, Deputy City Clerk

Dennis Hoffman, Mayor



## CITY OF ORLAND

### CITY COUNCIL AGENDA ITEM #: 5.C.

**MEETING DATE: January 18, 2022**

**TO:** Honorable Mayor and Council  
**FROM:** Jennifer Schmitke, City Clerk  
**SUBJECT:** **Designate Regional Transit Committee Alternate (Action)**

---

Consider appointment to fill the vacant alternate position on the Regional Transit Committee (RTC) with Vice Mayor Jeffrey Tolley.

#### **BACKGROUND**

At the December 7, 2021, City Council meeting an alternate was not voted upon for the Regional Transit Committee. The Orland representatives on the RTC consists of two members and an alternate this year. Mayor Hoffman nominated Vice Mayor Jeffrey Tolley as the alternate member; the two current commissioners are Mayor Dennis Hoffman and Councilmember Bruce Roundy.

All members of the Regional Transit Committee will serve a one-year term to January 2023:

- a. City of Orland: Two (2) members and one (1) alternate member

#### **RECOMMENDATION**

Mayor Hoffman requests council approval of Vice Mayor Jeffrey Tolley as the alternate member of the Regional Transit Committee.

#### **Fiscal Impact of Recommendation:**

None

Approved by City Manager
--------------------------

PRC

## CITY OF ORLAND

### CITY COUNCIL AGENDA ITEM #: 5.D.

**MEETING DATE: January 18, 2022**

**TO:** Honorable Mayor and Council  
**FROM:** Pete Carr, City Manager  
**SUBJECT:** Revised Resolution – Habitat for Humanity Project (Action)

---

Council is asked to approve a resolution revising the total project amount compared to the previously approved resolution.

**BACKGROUND:**

At City Council meetings in October and November the City considered a proposal by Habitat for Humanity Yuba-Sutter to redevelopment property at 827 Newville Road, currently operated as the Orland Inn, to a permanent supportive housing facility. The project proposes to leverage a grant from California Homekey funds. Additional background information is provided in previous agenda packets and meeting minutes.

On December 21 the City Council adopted a resolution in support of submitting a grant application for up to \$8 million for this project.

**DISCUSSION:**

State grant agency representatives have advised Habitat officials that with structure removal and construction costs not yet known, the grant application amount should be increased to \$12 million. There is no increase in City obligation.

Attachment: Resolution 2022-01 Supporting Project Homekey grant application

**RECOMMENDATION:** Adopt the proposed revised resolution as presented.

**Fiscal Impact of Recommendation:** None. At this point and foreseeably, funding will be provided by State programs, County resources and H4H resources.

## AUTHORIZING RESOLUTION

### RESOLUTION NO. 2022-03

#### A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF ORLAND AUTHORIZING JOINT APPLICATION TO AND PARTICIPATION IN THE HOMEKEY PROGRAM

##### WHEREAS:

- A. The Department of Housing and Community Development ("**Department**") has issued a Notice of Funding Availability, dated September 9, 2021 ("**NOFA**"), for the Homekey Program ("**Homekey**" or "**Program**"). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.3 (Assembly Bill No. 140 (2021-2022 Reg. Sess.), § 20.).
- B. **The City of Orland** ("**Co-Applicant**") desires to jointly apply for Homekey grant funds with Habitat for Humanity Yuba-Sutter ("**Corporation**"). Therefore, Co-Applicant is joining Corporation in the submittal of an application for Homekey funds ("**Application**") to the Department for review and consideration.
- C. The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement ("**Standard Agreement**"), and all other legal requirements of the Homekey Program.

##### THEREFORE, IT IS RESOLVED THAT:

- 1. Co-Applicant is hereby authorized and directed to submit a joint Application to the Department in response to the NOFA, and to jointly apply for Homekey grant funds in a total amount not to exceed **\$12,000,000.00**.
- 2. If the Application is approved, Co-Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed **\$12,000,000.00**, any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the "**Homekey Documents**").
- 3. Co-Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.



4. City Manager or their designee, is authorized to execute the Application and the Homekey Documents on behalf of Co-Applicant for participation in the Homekey Program.

PASSED AND ADOPTED this 2nd day of November 2021, by the following vote:

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

The undersigned, Jennifer Schmitke, City Clerk of Co-Applicant, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

SIGNATURE: \_\_\_\_\_

DATE: January 18, 2022

NAME: Jennifer Schmitke

TITLE: City Clerk

## NOTICE AND INSTRUCTIONS

1. **Notice.** The Department is providing this template Authorizing Resolution as informational guidance only. The Department encourages each Co-Applicant to consult with professional legal counsel during the development of its own formal, legally binding statement that it is authorized to apply to and participate in the Homekey Program.
  - a. Please note, however, that any limitations or conditions on the authority of the signatory or signatories to execute the Application or the Homekey Documents may result in the Department rejecting the Authorizing Resolution.
2. **Accuracy, Verification.** The Department will verify that this Authorizing Resolution comports with the legal authority and composition of Co-Applicant's governing body. Co-Applicant must timely notify the Department, in writing, of any factors that limit its ability to provide an Authorizing Resolution which is materially in line with this template.
3. **Dollar Amounts of Grant Awards.** The Department recommends identifying an authorized dollar amount that is at least double the anticipated award (based on current formula calculations). Award amounts are subject to change. If Co-Applicant is ultimately awarded an amount in excess of the amount identified in the Authorizing Resolution, the Department will require a new Authorizing Resolution from Co-Applicant before execution of a Standard Agreement.
4. **Authorized Signatory or Signatories, Designee.** Co-Applicant, as a state, regional, or local public entity, may designate an authorized signatory by title only. In addition, Co-Applicant may authorize multiple signatories, so long as there is clarifying language as to whether the signatories are authorized to execute the Homekey Documents individually or collectively. In addition, Co-Applicant may authorize a designee of the authorized signatory to execute the Homekey Documents. In such case, Co-Applicant must append a supporting document (e.g., memorandum, meeting notes of official action), which indicates the name and title of the designee who is authorized to legally bind the governing body.
5. **Vote Count.** Please fill out the field by every voting category (i.e., Ayes, Nays, Abstain, Absent). If none, please indicate zero (0) for that field. The vote count must comport with the legal authority and membership of the Co-Applicant's governing body.
6. **Certification of Authorizing Resolution.** The individual who certifies the Authorizing Resolution cannot also be authorized to execute the Homekey Documents on behalf of Co-Applicant.

## CITY OF ORLAND

### CITY COUNCIL AGENDA ITEM #: 6.A.

**MEETING DATE: January 18, 2022**

**TO:** Honorable Mayor and Council  
**FROM:** Ed Vonasek, Director of Public Works  
**SUBJECT:** Caltrans Interstate Beautification Project (Discussion/Direction)

---

Council will be presented with the proposed project for the Caltrans Interstate Beautification Project.

**BACKGROUND:**

Caltrans announced their Clean California initiative which includes investments in litter collection, community engagement and education in an effort to transform unsightly roadsides. The City was solicited for input on the beautification that will take place at the northbound and southbound Interstate 5 off-ramps, interchange of State Route 32.

**DISCUSSION:**

City staff, under an extremely short time frame to respond, suggested the installation of bee artwork to coincide with Orland being Queen Bee Capital of North America. Caltrans has agreed to the installation of two bee sculptures, one on either side of the interstate. The City has identified a local artist who has agreed to construct the two sculptures which will each stand at approximately 12 feet tall. Caltrans will be adding additional improvements to the area including stamped concrete to look like honeycomb.

The City is asked to enter an agreement to support the grant as intended and stated. Caltrans requests that once the project is completed, the City takes ownership of the sculptures and continue to maintain the artwork.

Attachment: Site Plans, Caltrans Agreement, Rendering of Sculptures

**RECOMMENDATION:** Discuss project and direct staff. Agreement will be presented for approval on February 1, 2022.

**Fiscal Impact of Recommendation:** The grant covers cost of construction and installation of the two sculptures. There is no match required. The City will be responsible for ongoing maintenance of the sculptures after the project is completed.

Approved by City Manager

PRC



INDEX OF PLANS

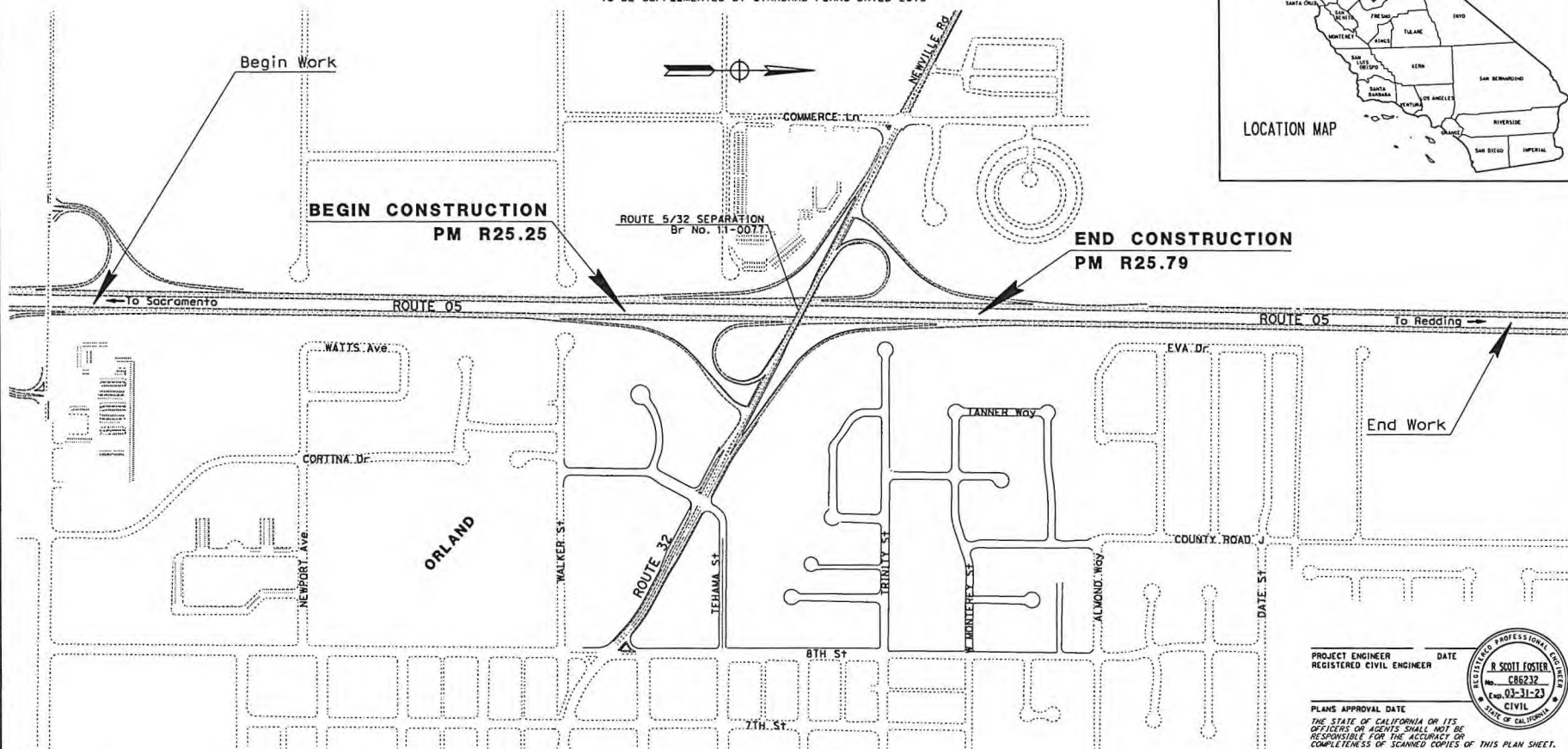
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR CONSTRUCTION ON  
STATE HIGHWAY

IN GLENN COUNTY  
NEAR ORLAND FROM POST MILE R25.25 OF ROUTE 05  
TO POST MILE R25.79 OF ROUTE 05

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2018

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
03	Gle	5	25.25/25.79		



PROJECT MANAGER  
JOHNNY TAN

DESIGN MANAGER  
R SCOTT FOSTER

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES)  
OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

NO SCALE

RELATIVE BORDER SCALE  
15 IN INCHES

USERNAME → 8152999  
DCN FILE → 03220001030b001.dgn

UNIT 0305 PROJECT NUMBER & PHASE 03140001531

PROJECT ENGINEER  
REGISTERED CIVIL ENGINEER

DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS  
OFFICERS OR AGENTS SHALL NOT BE  
RESPONSIBLE FOR THE ACCURACY OR  
COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

R SCOTT FOSTER  
No. C86232  
Exp. 03-31-23  
CIVIL  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF CALIFORNIA

CONTRACT No. 03-2J820  
PROJECT ID 0322000103

DATE PLOTTED → 3-JAN-2022  
TIME PLOTTED → 11:16  
PLOT NUMBER → 12-08-21

FILE PATH: P:\proj\15312\15312.dgn  
 STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
 DESIGN  
 EDGAR ZEPEDA  
 DANIEL SEGUR  
 SCOTT FOSTER  
 REVISIONS  
 REVISION BY  
 DATE  
 REVISION BY  
 DATE

**NOTE:**

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT  
 RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

**ABBREVIATIONS:**

RHMA-G - RUBBERIZED HOT MIX ASPHALT (GAP GRADED)

**LEGEND:**

- TEXTURED AND COLORED RHMA-G
- GRAVEL MULCH



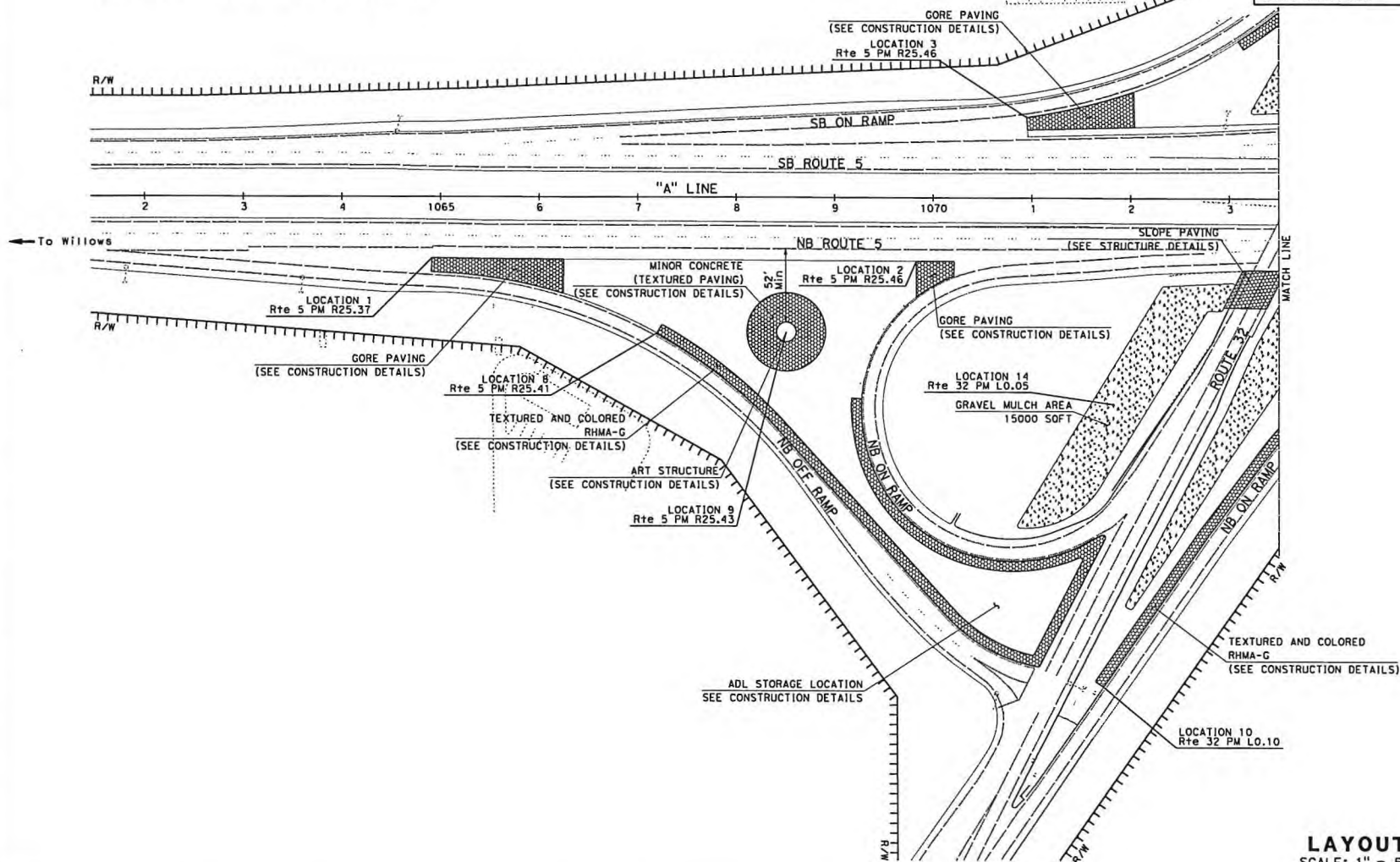
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
03	GLE	05	R25.25/R25.79		

REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS  
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
 THE ACCURACY OR COMPLETENESS OF SCANNED  
 COPIES OF THIS PLAN SHEET.

**R. SCOTT FOSTER**  
 No. C86232  
 Exp. 03-31-21  
 CIVIL  
 STATE OF CALIFORNIA



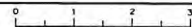
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 SCALE: 1" = 50'

**L-1**

BORDER LAST REVISED 7/2/2010

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RELATIVE BORDER SCALE  
 15 IN INCHES



UNIT 0305

PROJECT NUMBER & PHASE

0322000103

DATE PLOTTED: 12-21-21  
 TIME PLOTTED: 12:13  
 3-JAN-2022



**NOTE:**

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

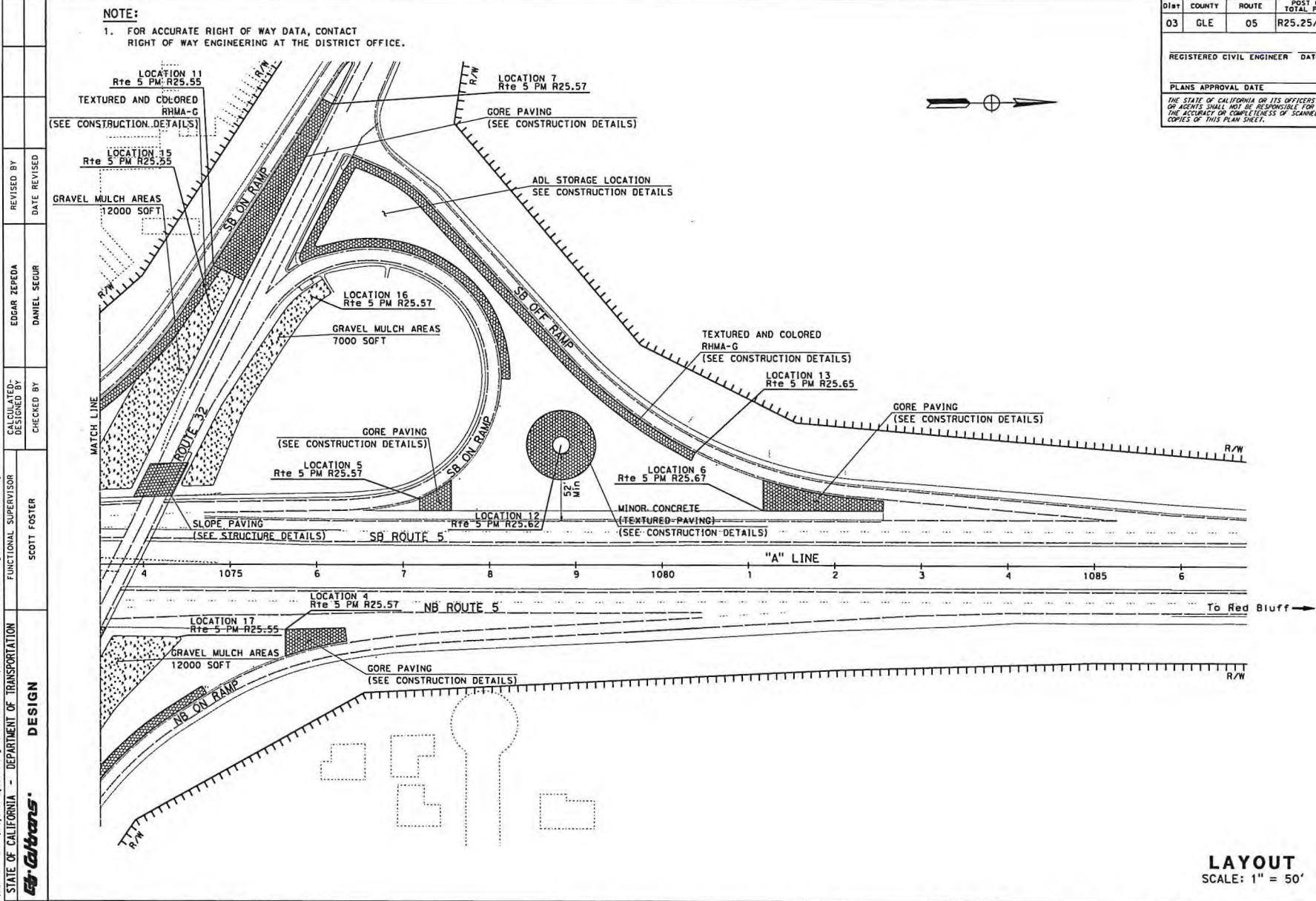
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
03	GLE	05	R25.25/R25.79		

REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

**R. SCOTT FOSTER**  
No. C86232  
Exp. 03-31-23  
CIVIL  
STATE OF CALIFORNIA





## **COOPERATIVE AGREEMENT**

This AGREEMENT, executed on and effective from \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Orland, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

### **RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, beautification improvements to the Interstate 5 (I-5) and State Route 32 (SR32) Interchange, installing Transportation Art (Two Sculptures) in the NB/SB offramp areas will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the Project Report.
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:

- CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
  - CALTRANS is developing the Categorical Exemption.
  - CALTRANS is developing the Plans, Specifications and Estimate.
  - CALTRANS is developing the R/W Certification.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.



## **RESPONSIBILITIES**

### **Sponsorship**

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.
9. CALTRANS is the SPONSOR for the WORK in this AGREEMENT.

### **Implementing Agency**

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CALTRANS is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- CALTRANS is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

- CALTRANS is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

### **Funding**

12. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

13. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.
14. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
15. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

### **CALTRANS' Quality Management**

17. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that CITY quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.



18. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
19. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

#### **CEQA Lead Agency**

20. CALTRANS is the CEQA Lead Agency for the PROJECT.

#### **Environmental Permits, Approvals and Agreements**

21. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.
22. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
23. The PROJECT will not require environmental permits/approvals.

#### **CONSTRUCTION**

24. As the CONSTRUCTION IMPLEMENTING AGENCY, CALTRANS is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

25. CITY will be responsible for completing the following CONSTRUCTION SUPPORT activities:

The PROJECT installation:

- The CITY will install, or contract authorizing local artist(s) to install PROJECT in the NB/SB off-ramp, conforming to plans pre-approved by CALTRANS and shall meet the requirements set forth in Chapter 29, Section 9 Transportation Art, of the Caltrans Project Development Procedures Manual (PDPM).

Procurement of PROJECT:

CALTRANS will provide the CITY \$300,000.00 for procurement of PROJECT at the NB/SB off-ramp on the I-5 and SR 32 Interchange. CALTRANS will provide a lump sum in an amount of \$300,000 to the CITY for related expenses of the PROJECT.

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
270 Installing Art Sculptures	Yes

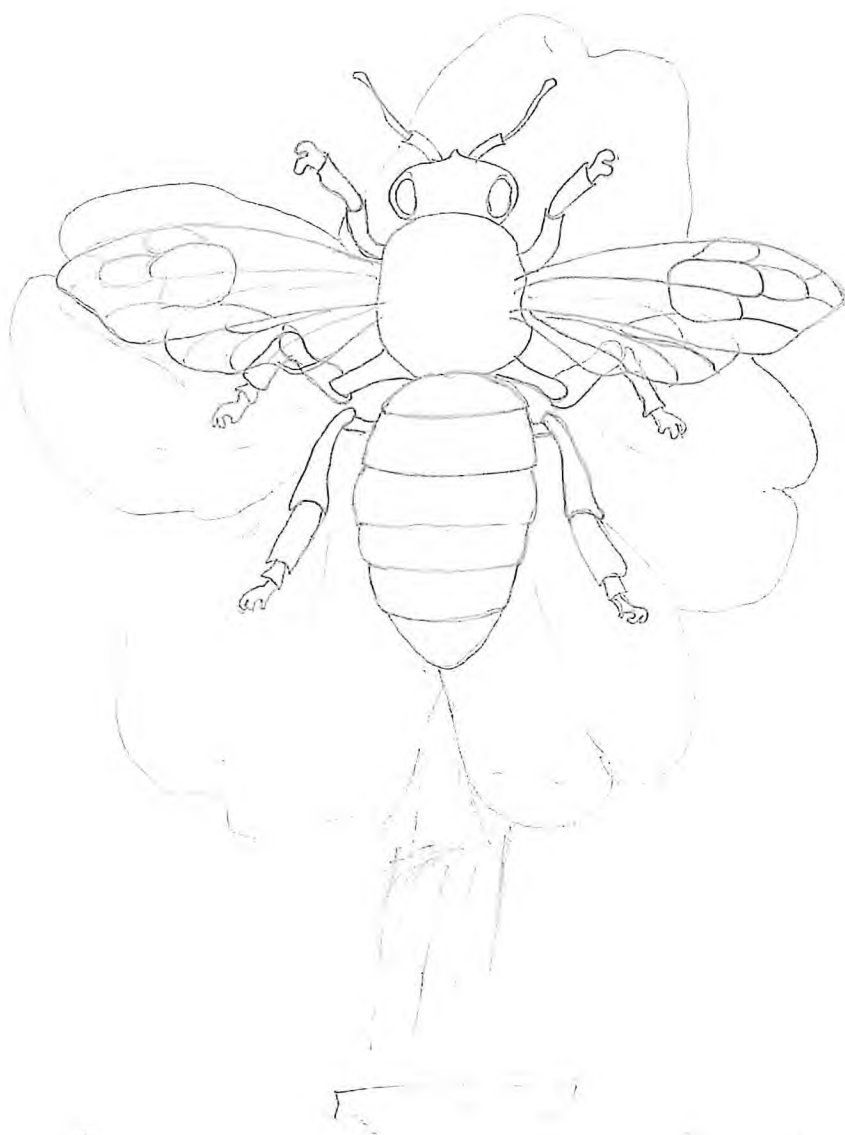
26. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
27. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
28. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.
30. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

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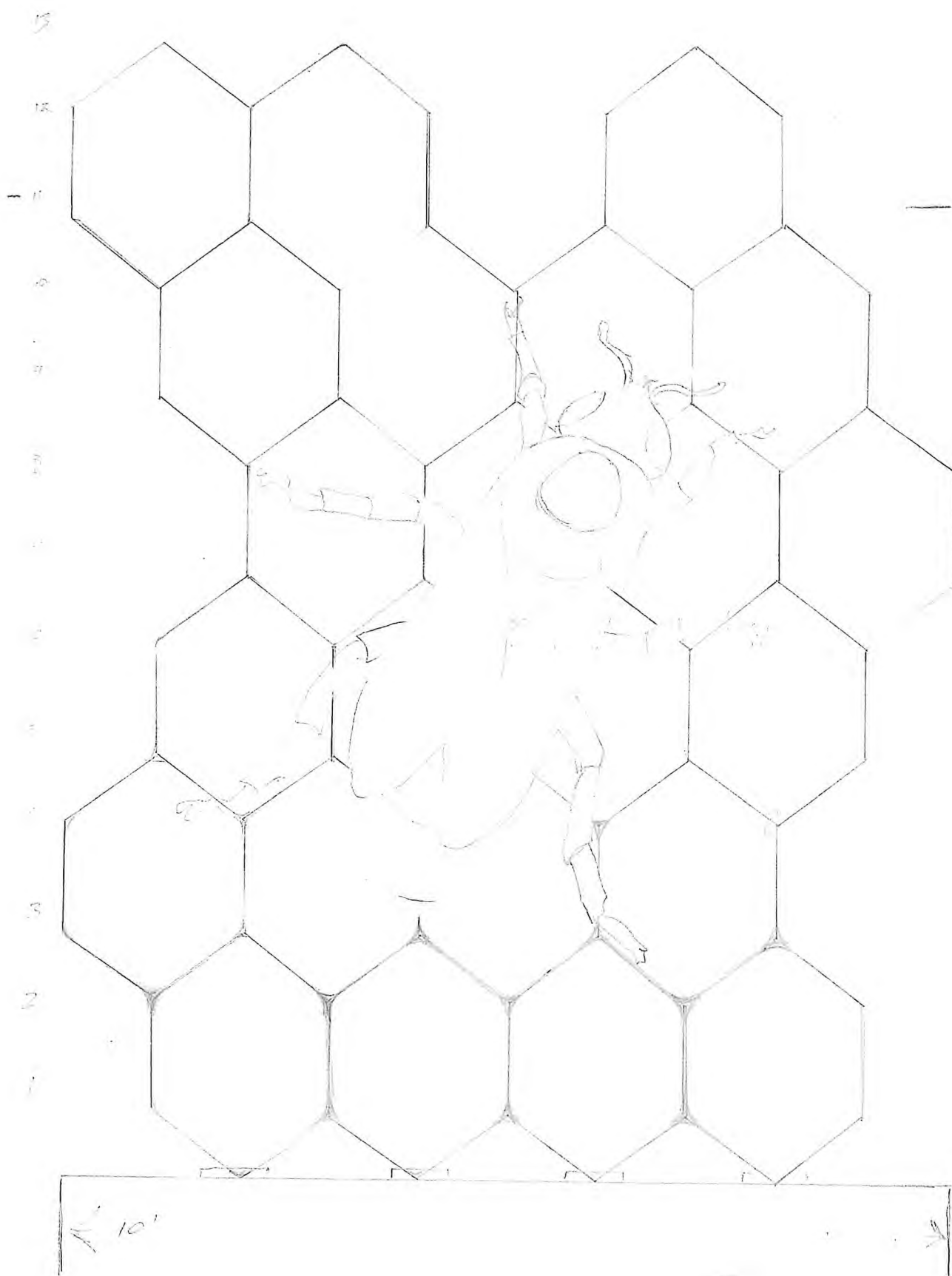
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## **CITY OF ORLAND**

### **CITY COUNCIL AGENDA ITEM #: 6.B.**

**MEETING DATE: January 18, 2022**

**TO:** Honorable Mayor and Council  
**FROM:** Police Chief Joe Vlach  
**SUBJECT:** **Agreement to Accept School Resource Officer Grant** (Discussion/Action)

---

Council will be asked to approve an agreement with GCOE to provide a School Resource Officer (SRO).

#### **BACKGROUND:**

It has been 15 or more years since Orland had funding for a police officer assigned to schools. In the absence of an SRO the schools have no regular onsite law enforcement patrol and are generally limited to call response. A recent funding opportunity at the California Justice Department opened up grants for SRO's funded from tobacco tax legislation proceeds.

#### **DISCUSSION:**

Glenn County Office of Education (GCOE) applied for an SRO grant and was awarded funding for one SRO for Orland Unified and one SRO for the balance of the County. The grant starts immediately and continues for 2½ years. The grant covers all anticipated expenses for an experienced officer to be specially assigned as SRO on a full-time basis for 2½ years.

The SRO will focus much attention on tobacco abuse cessation and prevention but will also perform any other normal law enforcement functions needed. The SRO will be mobile between Orland's five campuses and two outlying in the north county (Plaza and Lake) and will be available for evening and weekend school events like football games. The SRO will also be available to respond to OPD emergencies if needed.

The City is asked to enter an agreement to implement the grant as intended and stated. The Chief of Police will assign an officer to this duty and identify back-up staffing. It is understood that if the grant is not renewed at the end of the term, the District and the City will consider options at that time.

Attachment: Proposed Memorandum of Understanding (MOU) Between Glenn County Office of Education, and City of Orland.

**RECOMMENDATION:** Approve the MOU and authorize Chief of Police to execute the agreement.:

**Fiscal Impact of Recommendation:** None. This grant covers labor, equipment and travel and does not require a City match, although the City will provide the officer with normal training and use of an existing City vehicle.

Approved by City Manager

PRC



# ***Glenn County Office of Education***

Tobacco Use Prevention Education

311 S. Villa

Willows, CA 95988

## **MEMORANDUM OF UNDERSTANDING**

with the

City of Orland Police Department

*July 1, 2021 - June 30, 2024*

## **I PURPOSE**

This Memorandum of Understanding (the "MOU") is entered into by the Glenn County Office of Education, GCOE (the Grantee) and the Orland Police Department (Contractor) to provide grant funds to the City of Orland to pay for the services of a School Resource Officer. The Grantee will expend funds for the purposes identified in the approved Grant Application submitted by Grantee in response to the DOJ's Request for Proposals for activities of Local Law Enforcement Agencies to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (the "Act"), approved by the voters as Proposition 56.

This MOU becomes effective upon completion of all signatures, and expires on June 30, 2024.

The DOJ grants to Grantee \$373,880, for expenditure in accordance with this MOU, including the Scope of Work included in the approved Grant Application.

The Request for Proposals, Grantee Handbook and Grant Application are incorporated by reference into this MOU.

## **II COMMUNICATION**

All reports, notices, requests, and/or correspondence pertaining to this MOU shall be forwarded to the Glenn County Office of Education, Tobacco Use Prevention Education Program:

Glenn County Office of Education  
Tobacco Use Prevention Education  
311 S. Villa  
Willows, CA 95988  
Attention: April Hine, TUPE County  
Coordinator

## **III BUDGET**

Grantee agrees to expend the Grant Amount in accordance with the approved Budget (Attachment 1).

Contractor must submit any request for a change to a Budget item in writing or via e-mail to GCOE and any changes to the Budget must be pre-approved in writing by the Tobacco Grant Unit, and the GCOE at least thirty (30) days in advance of any change to the Budget item.

## **IV COST REIMBURSEMENT/INVOICING**

DOJ agrees to reimburse Grantee for Grantee's actual expenditures in performing the Scope of Work, upon receipt of invoices from Contractor the Grantee will approve the invoices and send them to the DOJ. Grantee will submit only one (1) invoice each month for items included in the Budget. The Grantee is required to ensure that all Contractor deliverables are accepted and

approved, equipment delivered, and administrative activities performed. Invoiced amounts may not exceed the costs specified in the approved Budget.<sup>1</sup>

Grantee will provide substantiation to DOJ pertaining to acceptance of hardware, software, services, and deliverables along with approved invoices for payment. Invoices paid by the Grantee and submitted to the DOJ for reimbursement must include the invoice number, invoice date, service period, agreement number, vendor name, vendor contact information, amounts, along with the approved Budget Template. Grantee shall provide copies of packing slips substantiating delivery of purchased equipment. Grantee invoices and supporting documentation must be sent to the DOJ in hard copy format no later than the 15<sup>th</sup> calendar day following the month of expenditure, therefore Contractor invoices will be due by the 10<sup>th</sup> calendar day following the month of expenditure.

Invoices must be e-mailed or delivered via email to:

Glenn County Office of Education  
Tobacco Use Prevention Education  
April Hine, TUPE County Coordinator  
ahine@glenncoe.org

## **V BUDGET CONTINGENCY CLAUSE**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds for this MOU, this MOU shall be of no further force and effect. In this event, the DOJ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this MOU and Grantee shall not be obligated to continue performing any provisions of this agreement for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, the DOJ shall have the option to either cancel this MOU with no liability occurring to the DOJ, or offer an amendment to the Grantee to reflect the reduced amount.

## **VI QUARTERLY REPORTING REQUIREMENTS**

Grantee will submit quarterly progress reports to the DOJ. These reports, which will describe progress made on the recipient's Scope of Work, shall be submitted to DOJ according to the following schedule:

- 1) January 1 through March 31: Due April 15
- 2) April 1 through June 30: Due July 15

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<sup>1</sup> Approved Budget included under Attachment I.



- 3) July 1 through September 30: Due October 15
- 4) October 1 through December 31: Due January 15

Grantees shall submit any other reports and data as required by the DOJ.

## **VII ADMINISTRATION AND AUDIT**

The DOJ is not liable for the Grantee's use of funds or any subsequent audit findings.

Grantee agrees that the DOJ and the California State Auditor, or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the funds expended by Grantee and the Grantee's performance of the Scope of Work under this MOU. Grantee agrees to maintain all such records and reports for possible audit for a minimum of three (3) years after payment by DOJ of the final invoice submitted by Grantee. Grantee agrees to allow access to such records during normal business hours and to allow interviews with officers and employees who might reasonably have information related to such records. [Grantee agrees to include a similar right for DOJ and the California State Auditor to audit records and interview staff in any subcontract related to performance of the MOU.]

Should Grantee fail to comply with this MOU, including any expenditures for purposes not permitted under the MOU, DOJ may take one or more of the actions described under Remedies for Noncompliance in the Grant Handbook. Actions include but are not limited to requiring Grantee to return grant funds, and any other remedies available under law, and the Grantee may be disqualified from applying for or receiving future grant funds.

## **VIII GRANTEE CONTACT INFORMATION**

April Hine, TUPE County Coordinator  
Glenn County Office of Education  
676 E. Walker St  
Orland, CA 95963  
530.966.8250  
ahine@glenncoe.org

Randy Jones, Assistant Superintendent  
Glenn County Office of Education  
311 S. Villa  
Willows, CA 95988  
530.934.6575  
rjones@glenncoe.org

## IX MISCELLANEOUS PROVISIONS

Amendment-No amendment or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment- This MOU is not assignable by Grantee in whole or in part.

Indemnification- Grantee agrees to indemnify and hold harmless the DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Termination - The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee or the Contractor fail to perform the Scope of Work at the time and in the manner provided in this MOU.

## X AUTHORIZATION

The Glenn County Office of Education (Grantee), and the Orland Police Department by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future amendments shall be forwarded to the Glenn County Office of Education, Orland Police Chief, and the Orland City Manager with all its attachments, and will become effective upon completion of signature from all parties.

\_\_\_\_\_  
Joe Vlach, Orland Police  
Department Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tracy Quarne, Superintendent of Schools  
Glenn County Office of Education

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

## TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

See attachment A



**TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL**  
**Glenn County Office of Education - Grant # DOJ-PROP56-2021-22-1-026**

11/18/2021

**B. Operating Expenses and Equipment**

*Equipment (Tangible items with a per-unit cost of \$5,000 or more)*

Description	Computation	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL</b>		\$ -	\$ -	\$ -	\$ -

**Other Expenses**

Description	Computation	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Contract - Glenn County Sheriff's Office (1 Deputy)		\$ 125,000	\$ 128,750	\$ 132,613	
Contract - Orland PD (1 Officer)		\$ 146,000	\$ 150,380	\$ 157,519	
Vape Detector Annual Maintenance		\$ 11,250	\$ 11,250	\$ 11,250	
Materials and Supplies	Flyers, newsletters, table display, promotional materials	\$ 5,162	\$ 5,164	\$ 5,162	
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL</b>		\$ 287,412	\$ 295,544	\$ 306,544	\$ -

**Travel Expenses/Registration Fees\***

Description and Destination	Computation	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -

\*For approved tobacco related training only. Travel cannot exceed current state rates.

**SUBTOTAL**      \$ -      \$ -      \$ -      \$ -

**TOTAL OPERATING EXPENSES AND EQUIPMENT**      \$ 287,412      \$ 295,544      \$ 306,544      \$ -

**C. Administrative Costs\***

Description	Computation	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Administrative Costs		\$ 14,371	\$ 14,777	\$ 15,327	

\*Administrative costs may not exceed 5% of the total budget.

**TOTAL**      \$ 14,371      \$ 14,777      \$ 15,327      \$ -

**TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL**  
**Glenn County Office of Education - Grant # DOJ-PROP56-2021-22-1-026**

11/18/2021

**SUMMARY**

<b>Budget Category</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>Total Request</b>
A. Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -
B. Operating Expenses and Equipment	\$ 287,412	\$ 295,544	\$ 306,544	\$ -	\$ 889,500
C. Administrative Costs	\$ 14,371	\$ 14,777	\$ 15,327	\$ -	\$ 44,475
<b>TOTAL PROJECT COSTS</b>	<b>\$ 301,783</b>	<b>\$ 310,321</b>	<b>\$ 321,871</b>	<b>\$ -</b>	<b>\$ 933,975</b>

## **CITY OF ORLAND**

### **CITY COUNCIL AGENDA ITEM #: 6.E.**

**MEETING DATE: January 18, 2022**

**TO:** Honorable Mayor and Council  
**FROM:** Justin Chaney, Fire Chief  
**SUBJECT:** High Pressure Mobile Pump System (Discussion/Action)

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Request for authorization to purchase a high pressure pump system for a fire dept. side by side.

#### **BACKGROUND**

The City of Orland has always had a problem with vegetation fires on the north edge of town that threaten homes along the creek. Some of these fires have come out of the creek area and destroyed homes and businesses in the city limits. The number of these fires have become more frequent since the influx of homeless camps in the creek bed. This last year alone we have had 3 fires from homeless camps with two coming very close to homes. Portions of the creek are migrating south, closer to the City's residential neighborhoods.

#### **DISCUSSION**

We are coming to the City Council to ask for permission for the purchase of a high pressure foam system that would sit in the back of a side by side. The Volunteers are willing to purchase the side by side for use in the creek on fires and at the high school football games for standby moving players to the ambulance when injuries occur.

The benefits of this type of fire fighting equipment is the access it gives us in the creek bed that we do not have with our engines or even pickups. The creek is full of trails that have been made by years of people driving their personal side by sides or quads for recreation. This access will allow us to more quickly get to the fire with men and equipment to slow or stop the progress of the fire. At this time we have very limited access and have to wait on dozers from Cal Fire and even helicopters to stop the progress and make access. The side by side can deliver up to six fire fighters, tools, equipment and the ability to fight fire with foam for up to 20 minutes before needing to refill the water tank.

This system utilizes an average tank of water on the side by side of 60 gallons, which would only last for about 2 minutes in normal water-only fire fighting conditions, and extends the fire fight to 20 minutes with the added benefit of foam which slows the spread better than just water on the same 60 gallons. Getting to the fire and stopping the spread is our greatest challenge; this approach will



also reduce how much time volunteers must spend in the creek mopping up the fire scene. Some fires can require the volunteers to spend several days and nights watching and mopping up losing time from their paying jobs. The faster we can get to the fire, the smaller we can keep the overall scene. A sample complete unit is pictured below.

We are requesting to use money from the Measure A fire truck reserve to make the purchase of the high pressure foam system. The USDA grant that we got for the City engine now under construction will be saving the City a large cost of the engine. We would like to use just a little of this savings to make this purchase.



Attachment: Golden State Fire Apparatus Proposal to purchase this system from EJ Metals.

## RECOMMENDATION

City Council approval to purchase the proposed high pressure foam system from Golden State Fire Apparatus, authorize Fire Chief to execute the agreement.

**Fiscal Impact of Recommendation:** \$22,000 from the Measure A truck reserve fund using a small piece of the grant savings from the new engine.

Approved by City Manager

PRC

**PROPOSAL PREPARED FOR:**

**Orland Fire Department**  
810 5<sup>th</sup> Street  
Orland, CA 95963

Submitted Date:	January 8, 2022
Proposal Number:	50108-22C
Expiration Date:	January 31, 2022
Sales Consultant:	Jon Bauer

Pursuant to this proposal (the "Proposal"), Golden State Fire Apparatus, Inc. ("GSFA") hereby proposes to furnish **ORLAND FIRE DEPARTMENT** ("Customer"), the following equipment, hereinafter called the "Product":

**OPTION "C" - PAYMENT AT TIME OF PRODUCT COMPLETION**

#	Description	Unit Price
A	One (1) E.J. Metals, Ultra High Pressure Suppression Skid Mount Unit (No Vehicle)	20,311.22
	7.75% State Sales Tax	1,574.12
	<b>GRAND TOTAL</b>	<b>21,885.34</b>

**PROPOSAL SUMMARY**

This Proposal includes the following items in accordance with the specifications hereto attached:

- UHP Skid Unit (No Vehicle)
- Photo report of completed unit
- Delivery of product from factory to customer location

**PRODUCT COMPLETION**

The Product shall be built in accordance with the specifications hereto attached within approximately **70 to 85 calendar days** after Customer's acceptance of this Proposal, subject to the force majeure provisions contained in the Purchase Agreement (defined below). The Purchase Agreement shall further describe the delivery schedule for the Product.

**DELIVERY LOCATION**

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **ORLAND, CALIFORNIA**. Prior to final delivery of the Product to Customer, Customer agrees to provide proof of liability and physical damage insurance to GSFA. GSFA shall not deliver the Product until such proof of insurance is provided.



## ACCEPTING THIS PROPOSAL

In the event Customer wishes to purchase the Product described in this Proposal and the attached specifications, then, prior to the expiration date listed on page 2 of this Proposal, Customer shall sign and return this Proposal. Thereafter, GSFA and Customer will endeavor to enter into a purchase agreement incorporating this Proposal and including additional terms (a "Purchase Agreement"). If Customer returns a signed copy of this Proposal alone, GSFA will send Customer its form of Purchase Agreement for Customer's review and signature. If Customer desires to use its standard form of purchase order as the Purchase Agreement, then Customer should return a signed copy of this Proposal along with a copy of such purchase order. **All purchase orders shall be made out to GSFA.** GSFA will review such purchase order and contact the Customer regarding any required revisions. Only upon a full execution of a Purchase Agreement shall GSFA and Customer be obligated to purchase and sell the Product set forth in this Proposal.

## TERMS AND CONDITIONS

The following Terms and Conditions are hereby made part of this Proposal:

### 1. Payment Terms, Payment at Time of Completed Product –

Customer shall pay the Grand Total at time of completion and prior to delivery. It is the responsibility of the Customer to have full payment ready when the Product is complete and ready to deliver or pick up. If payment is late or delivery is delayed pending payment, a daily finance charge of \$150.00 and a daily storage fee of \$50.00 may apply until such payment is received.

**2. Multiple Unit Purchase** – If the Purchase Price includes pricing for multiple units, the price stated on this Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Purchase Agreement.

**3. Stock / Demo Units** – If applicable, any stock/demo units, including those identified by this Proposal, are available for sale on an as-is, first-come and first served-basis. Regardless of this Proposal, the first Customer to enter into a Purchase Agreement identifying any such stock/demo units shall obtain said units.

**4. Order Changes** – The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price prior to final delivery to Customer location.

**5. Force Majeure** – GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

**6. Cancellation/Termination** – In the event Customer and GSFA enter into a Purchase Agreement and Customer thereafter cancels or terminates the Purchase Agreement, GSFA will charge a cancellation fee as follows: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of the pre-construction phase of the order process; and (c) 50% of the Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or the manufacturer of the Product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of GSFA.

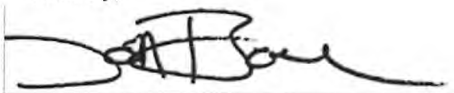
**7. State Sales Tax** – Customer shall be responsible for the cost of state sales tax associated with, or attributable to the Product. The taxes owed by Customer for the Product is subject to adjustment for the applicable state sales tax rate in effect when the Product is delivered to the Customer. Therefore, the sales tax will be increased or decreased at the time of delivery if a change in the sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the applicable change in sales tax.

**8. Proposal Expiration** – After the Expiration Date shown on page one of this Proposal, Customer shall require GSFA's written consent to accept this Proposal.

**9. Governing Law** – This Proposal is to be governed by and under the laws of the state of California.

Thank you for providing Golden State Fire Apparatus, Inc. with the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options, please contact me.

Sincerely,



Jon Bauer

Golden State Fire Apparatus, Inc.

I, \_\_\_\_\_ authorized representative of **ORLAND FIRE DEPARTMENT** agrees to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_