

## 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, February 15, 2022

This meeting will be conducted pursuant to the provisions AB361 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. Councilmembers and City staff may choose to be in person or remote.

The public is encouraged to participate in the meeting via Zoom or can participate at Carnegie Center.

ZOOM Link ID# 838 2762 7714

ZOOM Telephone - Please call: 1 (669) 900-9128

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). (p. 1)
- B. Approve City Council minutes for February 1, 2022. (p. 5)
- C. Receive and file Public Work and Safety Commission minutes of December 14, 2021. (p.10)
- D. Receive and file EDC Commission minutes of November 9, 2021. (p.13)
- E. Receive and file Arts Commission minutes of January 19, 2021. (p. 16)

**6. ADMINISTRATIVE BUSINESS**

- A. Resolution for Cal Fire Grant (Discussion/Action) – Fire Chief Justin Chaney and 1<sup>st</sup> Asst. Fire Chief John McDermott (p. 17)
- B. Police Officer Recruitment Incentive (Discussion/Action) – Chief of Police Joe Vlach (p. 19)
- C. County of Glenn Water Well Drilling and Standards (Discussion/Action) – Paul Rabo, City Engineer (p. 20)
- D. City of Orland Well Standards (Discussion/Action) – Paul Rabo, City Engineer (p. 21)
- E. Contract with USDA (Discussion/Action) – Paul Rabo, City Engineer (p. 22)
- F. Verbal Update on Drought Conditions and Water Connection Project (Discussion) – Rebecca Pendergrass, Assistant 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—Labor Negotiations

Government Code Section: 54957.6  
Agency Negotiators: Peter R. Carr; Rebecca Pendergrass; Greg Einhorn  
Employee Organizations: United Public Employees of California Local #792  
Mid Management and General Units); Orland Police Officers Association;  
Unrepresented Employees (All other not in UPEC)

**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 February 10, 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 865-1610 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

February 15, 2022

Warrant	2/10/22	\$	177,671.06
Payroll Compensation	1/27/22	\$	110,136.60
PERS	2/9/22	\$	44,113.94
		\$	<u>331,921.60</u>

### APPROVED BY

\_\_\_\_\_  
 Dennis Hoffman, Mayor

\_\_\_\_\_  
 Jeffrey A. Tolley, Vice-Mayor

\_\_\_\_\_  
 Bruce T. Roundy, Councilmember

\_\_\_\_\_  
 William "Billy" Irvin, Councilmember

\_\_\_\_\_  
 Chris Dobbs, Councilmember

000001



REPORT.: Feb 10 22 Thursday  
 RUN....: Feb 10 22 Time: 12:25  
 Run By.: Leticia Espinosa

CITY OF ORLAND  
 Cash Disbursement Detail Report  
 Check Listing for 02-22 thru 02-22 Bank Account.: 1001

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
054855	02/09/22	AIR04	Aircon Energy Inc	-131.80	01142022u	Ck# 054855 Reversed
054918	02/10/22	ABD00	ADVANCED DOCUMENT	127.41 35.95 158.27	INV64169 INV64170 INV64171	BD-PLAN/COPIES PD/COPIER USAGE CityHall/Copies
			Check Total.....:	321.63		
054919	02/10/22	AFF00	Affordable Computer Solut	131.80	6401	PW/LAPTOP BATTERY INSTALLATION
054920	02/10/22	AIR01	Airgas-USA, LLC	171.52	121868188	FD/MEDICAL OXYGEN
054921	02/10/22	ALT02	Alternative Energy System	175.00 175.00	12236 12243	CITY HALL/PD - SOLAR INSPECTION WELL #7- SERVICE
			Check Total.....:	350.00		
054922	02/10/22	AME00	AMERICAN FAMILY LIFE	736.24	872256	LIFE INSURANCE PAYABLE
054923	02/10/22	ARA00	ARAMARK UNIFORM SERVICES	906.53	01312021	PW/UNIFORM CLEANING JAN.
054924	02/10/22	BAC02	ESO SOLUTIONS, INC.	4844.13	ESO-72208	FD/EMERGENCY RESPONSE SERVICE
054925	02/10/22	BJ001	Beth Bjorklund	50.00	02032022	AC/GALLERY SHOW HANGING FEB-MAR 2022
054926	02/10/22	CAR02	CARDMEMBER SERVICE	244.52 2172.21 1371.51 87.68 1849.40	JAN2022FD JAN2022PD JAN2022PW JAN2022RD JAN2022SH	FD/ENGINE#23 ALIGNMENT, DMV ENGINE #22 PD/ACROPRO, TRAINING, OFFICE SUPPLIES PW/SUPPLIES, PW/FLEET, WATER MEMBERSHIP REC/APPLE-BBALL SUPPLIES MULTI DEPT/MISC
			Check Total.....:	5725.32		
054927	02/10/22	CLE05	JUDY CLEVER	50.00	02032022	AC/CLEANING OF GALLERY
054928	02/10/22	COM02	Comcast	404.70 291.40	01222022 0203-0302	FD/INTERNET FIREHOUSE MULTI-DEPTS/INTERNET CONNECTION
			Check Total.....:	696.10		
054929	02/10/22	COR00	CORNING LUMBER CO., INC.	116.09	11252021	REC/PICKLEBALL
054930	02/10/22	COR02	Corning Chevrolet Buick	1408.73	640046	FLEET/PD PARTS
054931	02/10/22	COR04	CORBIN WILLITS SYSTEMS	65.00	11032021	MULTI-DEPTS/MONTHLY SOFTWARE SUPPORT
054932	02/10/22	CRE00	CREATIVE COMPOSITION	845.88	15819	PW/STATEMENT ENVELOPES
054933	02/10/22	DEP00	DEPT OF TRANSPORTATION	2145.08	SL220707	PW/SIGNAL AND LIGHT MAINTENANCE
054934	02/10/22	EIN02	Gregory P. Einhorn	4000.00	14536 JAN	CA/CONTRACT SERVICES
054935	02/10/22	FIR01	FIRE-DEX GW LLC	100.23	4-313	FD/JACKET LETTERING
054936	02/10/22	FLE04	FLEMING, JOHN	1562.50	1/26-2/8	BD/INSPECTION SERVICES
054937	02/10/22	FLO04	JOSE FLORES	181.35	02032022	MILEAGE REIMBURSEMENT
054938	02/10/22	GCS02	GCS Environmental Equip.S	5002.74	24633	PW/FLEET MAINT-SWEEPER
054939	02/10/22	GLE10	Glenn County Fire Chiefs	300.00	22-0010	FD/REPEATER REPAIRS & UPDATE FUND
054940	02/10/22	GRA01	Smart Source LLC	299.16	300001603	W-2'S & 1099'S FORMS
054941	02/10/22	GRA02	GRAINGER, INC.	1059.74	483	PW/FLEET & SHOP SUPPLIES
054942	02/10/22	GUE03	Jorge Guerrero	3806.22	02082022	GAP REIMBURSEMENT
054943	02/10/22	HOU05	HOUSING TOOLS	374.00	2265	HOUSING ELEMENT UPDATE
054944	02/10/22	LAK00	Lakeshore Learning Materi	97.26	451011322	LIB/FIRST GRANT MATERIALS
054945	02/10/22	LEA02	LEAGUE OF CA CITIES	5264.00	641297	CC/MEMBERSHIP DUES 2022
054946	02/10/22	LES00	LES SCHWAB	595.72	200493912	PW/TIRE SERVICE
054947	02/10/22	MAR01	Marcello & Company	27000.00	BILL12021	FINANCIAL STATEMENT AUDIT JUNE 30, 2021
054948	02/10/22	MEZ00	JODY MEZA	212.07	02032022	LIB/MILEAGE JAN & REIMBURSEMENT CHILDREN'S SUPPLIE
054949	02/10/22	MIL09	DARYL MILLS	250.00	01312022	PD/PRE DIEM TRAINING
054950	02/10/22	MJB00	MJB WELDING SUPPLY, INC	12.40	01372960	WATER TRAN/DIS EQUIP MAIN

000002



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 RUN....: Feb 10 22 Time: 12:25  
 Run By.: Leticia Espinosa

CITY OF ORLAND  
 Cash Disbursement Detail Report  
 Check Listing for 02-22 thru 02-22 Bank Account.: 1001

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
054951	02/10/22	MME00	Municipal Maintenance Equ	809.61	166941	SEWER/VACCON PARTS
054952	02/10/22	NAP00	NAPA AUTO PARTS	83.23	784246	FD/PARTS TRUCK #20
				2189.67	01312021	PW&PD/FLEET & PW/SHOP MATERIALS
			Check Total.....:	2272.90		
054953	02/10/22	NUS00	NUSO, LLC	103.83	130617510	MEASURE A FD/PHONE LINES
054954	02/10/22	ORE00	O'REILLY AUTO	1785.42	01282022	PD/PW FLEET SUPPLIES
054955	02/10/22	ORH00	ORLAND HARDWARE	93.11	7988	FD/OFFICE SUPPLIES, BATTERIES
				21.54	488936	PD/OFFICE SUPPLIES
				2173.64	01272021	PW/MISC. SUPPLIES
			Check Total.....:	2288.29		
054956	02/10/22	ORL15	Orland Saw & Mower	271.42	43920	PW/PARKS EQUIP MAIN.
054957	02/10/22	PBM00	PBM SUPPLY & MFG., INC	536.02	931967	PARKS/SPRYER
054958	02/10/22	PIN02	EDGAR PINEDO	250.00	02032022	MILEAGE REIMBURSEMENT
054959	02/10/22	QUI02	QUILL CORP.	102.18	22603623	PD/MISC OFFICE SUPPLIES
054960	02/10/22	R&B00	R&B A CORE & MAIN COMPANY	771.58	Q205975	PW/WARTER PARTS
054961	02/10/22	RED00	REDDING-EUREKA FREIGHTLIN	152.21	101062533	FD/PARTS ENGINE #28
054962	02/10/22	STO04	Jeffrey G. Dunn	213.00	01312021	PEST CONTROL SERVICES
054963	02/10/22	T&S01	T AND S DVBE, INC.	1521.21	22-171	PW/STREETS SUPPLIES
054964	02/10/22	T-M00	T-MOBILE	29.49	01212022	LIB/WIFI HOTSPOT MONTHLY CHARGE
054965	02/10/22	TEH06	TEHAMA TIRE SERVICE	556.02	010045981	PD & PW/FLEET
054966	02/10/22	TIA00	TIAA COMMERCIAL FINANCE,	246.93	01302022	PD/COPIER RENT FEE
054967	02/10/22	TUR01	Rae Turnbull	45.00	02032022	AC/WEBSITE NEWSLETTER
054968	02/10/22	UMP01	Umpqua Bank	90572.00	02092022	BUCKET TRUCK FINAL PMT
054969	02/10/22	VAL02	VALLEY ROCK PRODUCTS	223.96	0070305	PW/CONCRETE SAND & ROCK BASE
054970	02/10/22	VER03	Verizon Wireless	228.06	897483691	PW/SCADA COMPUTER/IPADS, PD-LAPTOP
				78.51	897483692	REC/COMMUNICATIONS
				164.04	897483693	MEASURE A FD/RESPONSE SERVICE CITY ENGINE
			Check Total.....:	470.61		
054971	02/10/22	WES16	West Mitsubishi	5799.74	496648	FD/BLACK BUTTE REPEATER CAMERA & PARTS
054972	02/10/22	XER02	XERCES SOCIETY	100.00	02082022	Annual Renewal Bee City USA
			Cash Account Total.....:	177671.06		
			Total Disbursements.....:	177671.06		

000003

REPORT.: 01/27/22  
 RUN....: 01/27/22 Time: 15:38  
 Run By.: Deysy Guerrero

CITY OF ORLAND  
 Warrant Register

Warrant Number	Date	Payroll Date	**Employee** Num	Name	Actual Period	Fiscal Period	Gross Amount
14346	01/27/22	01/26/22	COM01	COMBS, DANIEL T	01-22	07-22	307.50
14347	01/27/22	01/26/22	FOS02	FOSTER, MALLORY	01-22	07-22	213.75
14348	01/27/22	01/26/22	ORO02	OROZCO, EVVEN	01-22	07-22	420.00
14349	01/27/22	01/26/22	OVI00	OVITZ, BRADEN	01-22	07-22	225.00
14350	01/27/22	01/26/22	SMI03	SMITH, BLAKE	01-22	07-22	183.75
14351	01/27/22	01/26/22	WAT04	WATHEN, MIDASIA	01-22	07-22	277.50
Z04683	01/27/22	01/26/22	ALV01	ALVA, MICABELA	01-22	07-22	1760.12
Z04684	01/27/22	01/26/22	AND00	ANDRADE, EDGAR	01-22	07-22	2774.40
Z04685	01/27/22	01/26/22	BAL00	BALDRIDGE, THEA	01-22	07-22	292.50
Z04686	01/27/22	01/26/22	CAR03	CARR, PETER R	01-22	07-22	5769.23
Z04687	01/27/22	01/26/22	CES00	CESSNA, KYLE A	01-22	07-22	3784.41
Z04688	01/27/22	01/26/22	CHA01	CHANEY, JUSTIN	01-22	07-22	3881.08
Z04689	01/27/22	01/26/22	CON00	CONTRERAS, ISAAC	01-22	07-22	251.25
Z04690	01/27/22	01/26/22	CRA00	CRANDALL, JEREMY	01-22	07-22	2039.08
Z04691	01/27/22	01/26/22	ESP00	ESPINOSA, LETICIA	01-22	07-22	1931.74
Z04692	01/27/22	01/26/22	FEN03	FENSKE, JOSEPH H	01-22	07-22	2911.84
Z04693	01/27/22	01/26/22	FLO00	FLORES, JOSE D	01-22	07-22	3198.78
Z04694	01/27/22	01/26/22	FUL00	FULLMORE, KRISTOPHER	01-22	07-22	3160.98
Z04695	01/27/22	01/26/22	GAM00	GAMBOA, YADIRA	01-22	07-22	465.00
Z04696	01/27/22	01/26/22	GUE01	GUERRERO, DEYSY D	01-22	07-22	2398.80
Z04697	01/27/22	01/26/22	GUE02	GUERRERO, JORGE	01-22	07-22	2310.28
Z04698	01/27/22	01/26/22	HAR00	ZOLLERHARRIS, TRAVIS	01-22	07-22	1905.29
Z04699	01/27/22	01/26/22	JOH01	JOHNSON, SEAN KARL	01-22	07-22	5086.54
Z04700	01/27/22	01/26/22	LOW00	LOWERY, KATHERINE	01-22	07-22	2956.05
Z04701	01/27/22	01/26/22	MAR02	MARTINDALE, RYAN EUGENE	01-22	07-22	2310.06
Z04702	01/27/22	01/26/22	MEJ00	APARICIO, LILIA MEJIA	01-22	07-22	2544.42
Z04703	01/27/22	01/26/22	MEZ00	MEZA, JODY L	01-22	07-22	3762.99
Z04704	01/27/22	01/26/22	MIL00	MILLS, DARYL A	01-22	07-22	3005.21
Z04705	01/27/22	01/26/22	MON03	MONDRAGON, MEAGAN N	01-22	07-22	1326.60
Z04706	01/27/22	01/26/22	MOR02	MORECI, CHRISTOPHER DAVI	01-22	07-22	1529.27
Z04707	01/27/22	01/26/22	MYE00	MYERS, KEVIN	01-22	07-22	621.30
Z04708	01/27/22	01/26/22	ORO03	OROZCO, ETHAN	01-22	07-22	270.00
Z04709	01/27/22	01/26/22	ORO04	OROZCO, JORDAN	01-22	07-22	243.75
Z04710	01/27/22	01/26/22	OVA00	OVARD, CONNOR	01-22	07-22	247.50
Z04711	01/27/22	01/26/22	PAI01	PAILLON, MICHAEL	01-22	07-22	2000.55
Z04712	01/27/22	01/26/22	PAN00	PANIAGUA, BLANCA A	01-22	07-22	659.30
Z04713	01/27/22	01/26/22	PEN01	PENDERGRASS, REBECCA A	01-22	07-22	3000.01
Z04714	01/27/22	01/26/22	PER00	PEREZ, MARGARITA T	01-22	07-22	1899.15
Z04715	01/27/22	01/26/22	PIN00	PINEDO, EDGAR ESTEBAN	01-22	07-22	2618.43
Z04716	01/27/22	01/26/22	POR00	PORRAS, ESTEL	01-22	07-22	1763.18
Z04717	01/27/22	01/26/22	PUN00	PUNZO, GUILLERMO	01-22	07-22	2054.70
Z04718	01/27/22	01/26/22	PUR01	PURCHASE, HEATHER	01-22	07-22	1415.49
Z04719	01/27/22	01/26/22	RIC01	RICE, GERALD W	01-22	07-22	2001.75
Z04720	01/27/22	01/26/22	ROD00	RODRIGUES, ANTHONY	01-22	07-22	3253.45
Z04721	01/27/22	01/26/22	ROE00	ROENSPIE, THOMAS LUKE	01-22	07-22	3899.90
Z04722	01/27/22	01/26/22	ROM00	ROMERO, ARNULFO	01-22	07-22	3016.01
Z04723	01/27/22	01/26/22	SCH03	SCHMITKE, JENNIFER	01-22	07-22	2284.82
Z04724	01/27/22	01/26/22	STE01	STEWART, ROY E	01-22	07-22	2798.04
Z04725	01/27/22	01/26/22	SUA02	SUAREZ, BRYAN E	01-22	07-22	1998.94
Z04726	01/27/22	01/26/22	SWI00	SWINHART, ROBERT	01-22	07-22	1770.31
Z04727	01/27/22	01/26/22	VAL00	VALENZUELA, BRENDA	01-22	07-22	316.54
Z04728	01/27/22	01/26/22	VLA00	VLACH, RAYMOND JOSEPH	01-22	07-22	4753.08
Z04729	01/27/22	01/26/22	VON00	VONASEK, EDWARD J	01-22	07-22	4266.98
							110136.60

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**MINUTES OF THE ORLAND CITY COUNCIL**  
**REGULAR MEETING HELD FEBRUARY 1, 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**

Councilmember present at Carnegie Center:	Councilmembers Bruce Roundy, Billy Irvin (left meeting at: 817 PM), Chris Dobbs, Vice Mayor Jeffrey Tolley and Mayor Dennis Hoffman
Councilmembers absent:	None
Staff present via teleconference:	Ed Vonasek; Director of Public Works, Justin Chaney, Fire Chief; City Attorney, Greg Einhorn
Staff present at Carnegie Center:	City Manager, Peter Carr; City Clerk, Jennifer Schmitke; Assistant City Manager/Administrative Services Director, Rebecca Pendergrass; Joe Vlach, Police Chief; Joe Fenske, Recreation Director

**ORAL AND WRITTEN COMMUNICATIONS**

**A. Public Comments: None**

**CONSENT CALENDAR**

- A. Approve Warrant List (payable obligations).
- B. Approve City Council minutes for January 18, 2022.
- C. Receive and file Library Commission minutes of November 8, 2021.
- D. Receive and file Planning Commission minutes of December 16, 2021.
- E. Receive and file Recreation Commission minutes of November 17, 2021.
- F. Annual Treasurer's Report

Action: Councilmember Dobbs moved to approve the consent calendar, and Vice Mayor Tolley seconded the motion. The motion carried 5-0 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. Compliance with AB361 – Greg Einhorn, City Attorney**

Mr. Einhorn presented a resolution to Council that permits Council to continue to hold meetings in a hybrid fashion. The resolution will have to be renewed every 30 days on the consent calendar.



Action: Councilmember Roundy moved, seconded by Councilmember Dobbs to adopt Resolution 2022-04 as presented. The motion carried 5-0 by the following roll call vote.

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

#### **B. Caltrans Interstate Beautification Project – Ed Vonasek, Public Works Director**

Director Vonasek presented the second public discussion of the proposed project to Council for a Caltrans Interstate Beautification Project. Mr. Vonasek presented background about the project from the previous Council meeting on January 18, 2022.

Caltrans 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. Mr. Vonasek explained that along with the sculptures Caltrans will also be adding additional improvements to the area including stamped concrete to look like honeycomb.

Director Vonasek reminded Council that Caltrans will be covering the cost of the construction and installation of the two sculptures and the City will be required to handle the ongoing maintenance of the artwork once the project is completed.

Councilmembers thanked the local artist chosen, Mr. Jake Midgley for mocking up a small rendering of what one of the models would look like. Council also asked Mr. Midgley questions about the project and materials.

Councilmember Dobbs stated the project gives Orland an identity along I-5 and helps Orland stand out.

Action: Councilmember Dobbs moved, seconded by Councilmember Irvin to authorize staff to sign the maintenance agreement. The motion carried 5-0 by the following roll call vote.

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

#### **C. Presentation: Recreation Department – Joe Fenske, Recreation Director**

Recreation Director Fenske gave a slide presentation on the status of the recreation department this past year. Mr. Fenske went over the capital improvements that have been approved as well as pending capital improvements for the future.

Mr. Fenske noted all the community partnership that work with the recreation center such as Orland Unified School District, Glenn County Office of Education, and varying Orland youth sports teams. Mr. Fenske shared the benefits of the recreation department within the community such as healthier people, public safety, quality of life, building relationships within community, and teamwork.

Mr. Fenske shared the city pool was back open full time this past year, there were 42 family passes, 4 individual passes and 4 free swim days. The pool offered lap swim, open swim and had steady aqua aerobics numbers. There were 56 private pool rentals and 26 of those days the aqua track/volleyball court were up. Orland Otters used the pool about 20 hours a week for practice and swim meets.

Mr. Fenske stated the Orland pool offered swim lessons to 299 kids this year. Seven years ago, Every Child Swims was started where the recreation department had partnered up with Mill Street second grade to give all second graders free swim lessons. After two years of not being able to offer the program last year the recreation department was able to get all 126 second graders to feel comfortable in the water and be able to get to the side of the pool safely.

Orland recreation youth including youth basketball, summer soccer, fall soccer, tiny tots tumbling programs were back up and running having to add extra classes due to higher demand. Mr. Fenske is hoping to get summer camps back this summer. A total of 1179 children signed up this past year. Adult Programs were back up and running including Coed softball, adult volleyball, adult basketball, kickboxing, pickleball and aqua aerobics. The only program that did not come back this past year was the seniorsize program due to COVID.

Mr. Fenske thanked the City Council for their support and recognized the Public Works Department, City Hall staff, Recreation Commission and the lifeguards, umpires, and officials for their contributions to the department.

Mr. Irvin asked for Mr. Fenske's opinion on a pool heater for the pool. Mr. Fenske stated that the pool heater would benefit competitive swim but for recreational swim the heater would not be needed. Council discussed having the Recreation Commission revisit the project before it comes back to the City Council agenda.

Councilmembers thanked Mr. Fenske for all he does for the Recreation Department and the City of Orland.

#### **D. Update to Recreation Fees - Joe Fenske, Recreation Director**

Mr. Fenske presented to Council recommended changes to the fee schedule for use of the recreation facilities and programs. The objective of these fees is to provide partial recovery of the cost associated with construction, maintenance of facilities, purchase of equipment and supplies and related labor within the bounds of general and reasonable residents ability to pay for the service provided. Mr. Fenske stated that fees have only increased in recent years that minimum wage also increased and the last time there were rate changes was 2019.

Mr. Fenske presented that the Recreation departments overall yearly cost is approximately \$317k. The Recreation Departments revenue is around \$60k leaving the remaining \$257k to come from the general fund.

Council reviewed the rate changes and discussed any concerns, then agreed the proposed rate changes were reasonable.

Action: Councilmember Roundy moved, seconded by Councilmember Irvin to approve the adopted fees as proposed. The motion carried 5-0 by the following roll call vote.

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

#### **E. Update to Parks Capital Planning - Joe Fenske, Recreation Director**

Recreation Director Fenske explained how impact fees are collected and how they have been utilized in the past. Mr. Fenske stated that at the last Recreation Commission meeting, the commission voted 4-0 to recommend City Council add the following projects to the Capital Improvement list:

- Replace outdated playground at the City Pool/Girls Softball field
- Development of Newport Park
- Development of a Dog Park

Action: Councilmember Irvin moved to approve all the projects except the development of the dog park to the Capital improvements list, but the motion failed due to lack of a second.

Action: Councilmember Roundy moved, seconded by Councilmember Dobbs to accept the capital improvement recommendations from the Recreation commission as presented. The motion carried 3-1-1 by the following roll call vote.

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

#### **Mid-Year Budget Review - Pete Carr, City Manager**

City Manager Carr updated Councilmembers on budget revenues and expenditures, midway through the 21/22 fiscal year. General Fund revenues are 1.5% over budget and expenditures are 5% under budget. Mr. Carr stated the net between revenue and expenditure does not require staff to make any changes to the budget at this time.

Measure A revenues are running 12% ahead of budget. The Water and Sewer funds are both on track for fiscal year. The water fund has about \$1 Million in revenues coming in and \$500k going out. The sewer fund is operating similarly only at a lower dollar amount with expenditures of \$500k, against revenues of \$627k.

Councilmember Irvin stated concern about the Fire Chief's salary share with the rural fire department. Mr. Carr shared that he is in conversations with the rural fire department and the Fire Chief to come up with a payment arrangement and he will bring the information back to the City Council to discuss.

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

City Manager Carr reported as of February 1, 2022, there has been no substantive change in the number of dry wells reported in the past two weeks. Of the 237 people that have expressed interest in



connecting, about half of the people will be connected for free. Half of the people were clustered in neighborhoods close enough to be cost effective to run the main line to, the other half were spread out so much that it wouldn't be cost effective.

The City's engineer and Public Works Director are working along with Department of Water Resources (DWR) engineers to decide where the main lines will be. The City is hopeful that the map will be complete by February 8, 2022, to show the public. The areas that are clear that the City will be able to serve are just south of town in the County Road 20 area, and northwest of Orland. The City is also working on the location and the specifications for a new well, storage facilities and booster pumps. Staff will be working over the next few weeks to prepare paperwork for each property owner.

Mr. Carr reported that the City's wells are holding steady about 20 feet below from two years ago, and they continue to be monitored weekly. Mr. Carr stated that of the three pumps went out last week, two are back up and running and Mr. Wim Lely is still working on the last one this week. Mr. Carr reported that in January the City produced 21.8 million gallons, one of the City's lowest months since January 2019.

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

##### **Councilmember Roundy:**

- The Arts Gallery has a show February 4<sup>th</sup>, 2022 at 7 PM,
- LAFCO will be meeting on February 14<sup>th</sup>, 2022 in morning,
- Water Authority Meeting February 14<sup>th</sup>, 2022,
- Cal Cities Meeting February 14<sup>th</sup>, 2022.

##### **Councilmember Irvin:**

- Requested an update on the SRO from Chief Vlach for his reports.

##### **Councilmember Dobbs:**

- The Orland Volunteer Fire Departments annual spaghetti feed is Saturday February 5<sup>th</sup>, 2022, it will be a drive thru event from 11 AM-8 PM
- Participated in the FFA Rib Feed on January 29<sup>th</sup>, 2022

##### **Vice Mayor Tolley:**

- Nothing to report.

##### **Mayor Hoffman:**

- The Honeybee Discovery Center will be open February 4<sup>th</sup>, 2022 3-6 PM
- Attended Waste Management meeting and talked about organics recycling, Councilmember Irvin added comments to the topic.

#### **MEETING ADJOURNED AT 8:17 PM**

Jennifer Schmitke, Deputy City Clerk

Dennis Hoffman, Mayor

# PUBLIC WORKS & SAFETY COMMISSION

## Meeting Minutes

December 14, 2021

### 1. Call to Order

The meeting was called to order by Chairperson Paschall at 4:02 pm

### 2. Pledge of Allegiance – led by Vice Chairperson Rossman

### 3. Roll Call

Present: Chairperson James Paschall Sr., Vice Chairperson Monica Rossman, Commissioner Emil Cavagnolo.

Councilmembers: None

Staff: Kyle Cessna, Sergeant; Ed Vonasek, Director of Public Works; Jennifer Schmitke, Secretary

### 4. Oral and Written Communications

#### A. Citizen Business:

None

### 5. Consent Calendar

#### A. Approval of August 10, 2021 minutes

Moved by Vice Chairperson Rossman, seconded by Commissioner Cavagnolo, motion carried to approve August 10, 2021, minutes as presented. Motion carried. 3-0 Ayes: Cavagnolo, Paschall and Rossman; Noes: None; Abstain: None; Absent: J.C. Tolle and Byron Denton.

### 6. Public Safety

#### A. Fire Department Update

Director Vonasek spoke on behalf of Chief Chaney who was in Wisconsin overseeing the prebuild on engine 27 with two other volunteer firefighters. The Fire Department had their annual awards night the first Saturday in December. Today, December 14, two new rural board members were approved by the County Supervisors (Dave Kelly and Darren Titus).

#### B. Police Department Update

Sergeant Cessna spoke on behalf of Chief Vlach who was in a training seminar with City Manager Carr. A security company, Verkada, is coming December 15TH to access the Police Department and City Hall for key card access and will also be giving a quote for extra cameras. The Police Department will have one officer and one civilian staff member retire by the end of 2021. The Orland Police Department has been approved for a grant through the County to allow Orland to have one

## **PUBLIC WORKS & SAFETY COMMISSION MINUTES**

December 14, 2021

Page 2

School Resource Officer (SRO) for all Orland Unified schools as well as Plaza and Capay, pending Council's approval.

Chairperson Paschall asked Officer Cessna if the Orland Police Department was fully staffed, and Sergeant Cessna stated that currently Orland Police Department is not fully staffed.

Sergeant Cessna stated that the Police Department has two open positions, one because Officer Carmon retired and the other is for the new School Resource Officer (SRO), which is an officer strictly for schools and will be a full-time position. Sergeant Cessna stated that December 14, 2021 was the last day to put in applications for the open positions at the Police Department, and that there were quite a few applications that came in.

### **7. Public Works**

#### **A. Public Works Department Updates**

Public Works Director Vonasek reported that the City is working together with the Department of Water Resources (DWR) to collect all the information they need to start mapping the areas that are in need of water due to having dry wells. The expression of interest forms are due by December 31, 2021 and so far the interest in connecting to City water is high. The next step is getting the mapping area planned out to reach as many people who are in need, as possible.

John McDermott assisted the City in having pickleball courts built in Vinsonhaler Park where the horseshoe pits used to be located. Many volunteers came out to help as well as Public Works employees. There will be four courts just for pickleball with a sidewalk around it. Currently the City is waiting on the pricing for lights for the new courts as well as adding lights to the playground, basketball courts as well as throughout the park.

Public Works Department has purchased a concrete batch plant, due to availability of local vendors. Once the batch plant, is here the Public Works Department will be able to create walkways and paths through the parks creating more access for all that visit the parks.

Chairperson Paschall stated his concerns about the number of projects the Public Works Department is taking on and wondered if the department needs more employees. Director Vonasek stated that once the DWR water project goes through the Public Works Department will need more employees. The department currently has open positions and Mr. Vonasek stated that the hard part is finding people who want to work for what the City is currently paying.

000011



## **PUBLIC WORKS & SAFETY COMMISSION MINUTES**

December 14, 2021

Page 3

### B. Groundwater Well Level Update

Director Vonasek updated the Commission on the City's well levels, stating that the water levels are down, but not enough to create concern for City residents. Director Vonasek showed a chart of the weekly well level reads and explained how Arnie gets the running and standing reads.

Director Vonasek explained that along with the DWR project connecting people to City water the City will also be drilling two new test spots for future wells. One of the possible locations will be on Sixth Street near the old Bucke's building and the other one would be at the west end of Walker Street.

## **8. Commissioner Projects**

### A. Discussion

Vice Chairperson Rossman would like to start working on a solution to Dutch Brothers drive thru traffic issue.

## **9. General**

### A. Schedule of Next Meeting

The next regularly scheduled Commission meeting will take place at Carnegie Center at 4 pm, February 8, 2022

## **10. Commissioner Communications**

None

## **11. ADJOURNMENT – 4:39 PM**

Respectfully submitted,

Jennifer Schmitke, Secretary

James Paschall Sr., Chair

000012

CITY OF ORLAND  
ECONOMIC DEVELOPMENT COMMISSION MEETING  
November 9, 2021

**1. CALL TO ORDER**

The meeting was called to order by Chairperson Lane at 6:04 pm.

**2. PLEDGE OF ALLEGIANCE** – led by Chairperson Lane.

**3. ROLL CALL**

Present: Ron Lane, Russell Pierce (Left @ 6:56), Mathew Romano

Absent: David Allee, Brian Hamilton  
Councilmembers: Bruce Roundy (6:35pm), Jeff Tolley  
Staff: Pete Carr, Rebecca Pendergrass

**4. ORAL AND WRITTEN COMMUNICATIONS**

None

**5. CONSENT CALENDAR**

Approval of the August 17, 2021 minutes  
Approval of the September 14, 2021 minutes

Moved by Chairperson Pierce, seconded by Chairperson Lane, motion carried to approve the August 17, 2021 and September 17, 2021 meeting minutes as written. 3-0-0-2 Ayes: Commissioners Pierce, Lane, and Romano; Noes: None; Abstain: None; Absent: Commissioners Hamilton and Allee

**6. ITEMS FOR DISCUSSION OR ACTION**

**A. Terms of Service for Commissioners**

Commission Secretary Pendergrass informed the Commission that three of the current five seats on the Commission are going to expire on December 31, 2021. The renewal applications are due on November 15, 2021.

**B. Cannabis Business Consideration (Commissioners)**

Chairperson Lane proposed tabling the item until the next meeting. He recommends that everyone conduct some research so that they are all ready to discuss this item at the next meeting. He also shared for reference that medical marijuana has been legal for 25 years and recreational use has been legal for five years.

**C. City Five-Year Plan Discussion (Pete Carr)**

City Manager Carr gave a brief overview of the parcel viewer and how it works as well as the City's general plan and the housing element. Industrial, commercial, multi-family,

single-family, etc. zoning all help with planning for future growth for the city. A lift station located near the new Butte College site on Cortina Court has been installed. This lift station will also help future development to occur in that area of town. When the Sunny Truck wash is constructed, County Road HH will become commerce lane.

Commissioner Pierce suggested that the City should prioritize the encouragement of residential growth to continue on the east side of town and commercial growth on the west side of town.

Commissioner Pierce left @ 6:56pm

D. Work Plan Update (Commissioners)

This item was tabled to the next Economic Development Commission meeting.

7. **STAFF REPORTS**

City Manager Update on:

A. State of COVID-19 Relief Grants for Businesses

City Manager Carr informed the Commission that there is still \$27,000 remaining in CV1 grants as approximately \$60,000 has already been awarded. Another round of funding will soon be available, adding an additional \$64,000 of grant relief for businesses.

B. General Business and Economic News

City Manager Carr stated that three businesses recently utilized the Façade Improvement Program: I-5 café, North Valley Stone, 4<sup>th</sup> Street Ice Cream, K&B Wholesale.

Maverick (fuel station) is still very much interested in coming to Orland and is currently working through the process to do so. Habitat for Humanity is planning to purchase the Orlanda property and building a two story, low-income multi-unit residence that will have onsite services, security and an onsite supervisor.

Chamber cancelled its parade; however, the Christmas Preview is still scheduled for the Saturday after thanksgiving from 5pm to 7pm.

There is a new clothing store coming to town located on Fourth Street. Another store, Miss BEE Haven just opened on Fourth Street as well. A linen and bedding store is planning on coming to town too.



The State has established an Emergency Water Connection Project and has approved the City to receive up to 8 million dollars for the project. Construction of a new well and water storage are a part of this project and will allow for the expansion of the City's water system out into the County in order to supply water to customers who are experiencing water insecurities due to the drought.

**8. COMMISSIONER REPORTS**

Chairperson Lane stated that he will be participating in a car meet and toy drive at Red Bluff's Tractor Supply store.

**9. FUTURE AGENDA ITEMS**

- Tabled Items

**10. ADJOURN – 7:16 pm**

Respectfully Submitted,

Rebecca Pendergrass, Staff Support

Ron Lane, Chairperson

**CITY OF ORLAND ARTS COMMISSION**

**MINUTES**

January 19, 2022

The Wednesday, January 19, 2022 meeting of the Orland Arts Commission was called to order at 7:00 PM by Chairman Rae Turnbull at the Orland Art Center. Commissioners present were: Jill & Steve Elliott, Mason Greeley, Jim Scribner, and Council Liaison Bruce Roundy. Absent: Mary Rose Kennedy and Paddy Turnbull. The minutes of the October 21, 2021 meeting were approved as emailed with no corrections or additions (motion made by Jim Scribner and seconded by Steve Elliott - motion carried). The Financial Report was not available for review.

**COMMISSIONER REPORTS AND UPDATES:**

1. Commissioner Rae Turnbull reported on the current number of art sales from the December/January show and that shows are booked into the first half of 2023.
2. Commissioner Rae Turnbull reported that the new Christmas tree star, which was installed atop the City of Orland Christmas tree in November, was damaged by high winds, had to be taken down, was reinforced and will be reinstalled Christmas 2022.
3. Commissioner Jim Scribner reported that repainting of the Promenade lampposts in Library Park was postponed last fall due to bad weather. Repainting is anticipated this spring once weather conditions are right.
4. Commissioner Jill Elliott reported the Patron of the Arts 2022 membership drive has brought in over \$2,500 in dues to date, and that recently 8 new patrons have joined.
5. Commissioner Rae Turnbull reported on current status of our Docent roster, sharing that more docents are needed at this time.

**ITEMS FOR DISCUSSION AND ACTION:**

1. Commissioner Steve Elliott made a motion, (seconded by Mason Greeley, motion carried) to purchase a \$795, one third page, one time ad in the Upgraded Living magazine to promote the Gallery. Rae Turnbull will notify the magazine of our decision.
2. Commissioner Rae Turnbull read a letter she received from the Vice President, Board of Directors – Honeybee Discovery Center, Carolina Burleson, no action taken. Rae Turnbull will reply to Carolina.

There being no further business, the meeting adjourned at 8:30 PM.

***The next scheduled meeting will be held on Wednesday, February 16, 2022***

Respectfully submitted by Jill Elliott and Rae Turnbull

000016

**CITY OF ORLAND**  
**CITY COUNCIL AGENDA ITEM #:**  
**MEETING DATE: February 15, 2022**

**TO:** Honorable Mayor and Council  
**FROM:** Justin Chaney, Fire Chief and John McDermott , 1st Asst. Fire Chief  
**SUBJECT:** Resolution for Cal Fire Grant

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Request for approval of resolution accepting a grant.

**BACKGROUND**

In 2021 Orland Fire applied for a fuels reduction grant from Cal Fire to mitigate fuels in Stony Creek. The grant was not funded in the 2021 cycle but has been looked at again in the 2022 grant year. Cal Fire is looking at breaking our grant into three parts over three years. This year's portion is for \$500,000 to purchase a dozer and transport to start on the project.

**DISCUSSION**

We are coming to City Council tonight to ask for approval of the resolution to move forward in the grant process. This project will be a major win for the City and its residents to protect the wildland-urban interface with Stony Creek and the homes on the north side of town. The dozer and the transport will be ours to keep and use as we see fit in fire season. This will be a great benefit to both Orland City, Orland Rural and all of the surrounding agencies on mutual aid fire calls.

Attachment: Resolution to accept Cal Fire Grant

**RECOMMENDATION**

City Council approval of resolution.

**Fiscal Impact of Recommendation:**

There will be no financial impact to the City as there is no match to these grant funds.

Approved By City Manager:



000017

**BEFORE THE BOARD OF DIRECTORS OF THE**  
**City of Orland**  
**COUNTY OF GLENN, STATE OF CALIFORNIA**

**IN THE MATTER OF:**

**Resolution Number:** \_\_\_\_\_

**Approving the Department of Forestry and Fire Protection Agreement #** \_\_\_\_\_ **for services from the date of last signatory on page 1 of the Agreement to February 8th, 2022, under the California Climate Investments Forestry and Fire Protection (CAL FIRE) Fire Prevention Grants Program.**

**BE IT RESOLVED** by the Board of Directors of the City of Orland, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2021-22 up to and no more than the amount of \$ 500,000.

**BE IT FURTHER RESOLVED** that Peter Carr be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the City of Orland. The foregoing resolution was duly passed and adopted by the Board of Directors of the City of Orland, at a regular meeting thereof, held on the 8th day of February, 2022 by the following vote:

AYES:

\_\_\_\_\_  
Signature, Orland City Council Member

NAYS:

Dennis Hoffman, Mayor  
Printed Name and Title

ABSENT:

\_\_\_\_\_  
Signature, Board of Directors Member

Christopher Dobbs, Councilmember  
Printed Name and Title

-----**CERTIFICATION OF RESOLUTION**-----

**ATTEST:**

I \_\_\_\_\_, Clerk of the City of Orland, County of Glenn, California do hereby certify that this is a true and correct copy of the original Resolution Number # \_\_\_\_\_.

WITNESS MY HAND OR THE SEAL OF THE City of Orland, on this 8<sup>th</sup> day of **February, 2022**.

**OFFICIAL SEAL  
OR NOTARY CERTIFICATON**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title and Name of Local Agency

000018



**CITY OF ORLAND**  
**CITY COUNCIL AGENDA ITEM #:**  
**MEETING DATE: February 15, 2022**

**TO:** Honorable Mayor and Council  
**FROM:** Chief of Police Joe Vlach  
**SUBJECT: Police Officer Recruitment Incentive (Discussion/Action)**  
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City Staff will request City Council authorization to start a recruiting & retention incentive payment for lateral sworn officers.

**BACKGROUND**

Police officer recruiting has become increasingly and overwhelmingly challenging in today's economic and social environment. Recruiting at law enforcement training academies is overly competitive and very expensive in terms of academy sponsorship and initial officer training, typically a \$36,000 investment. Attracting lateral (already employed at other agencies) officers has proven extremely difficult but has proven highly beneficial when successful.

To be competitive in the current police officer labor market, many local government agencies in our region are now offering sign-on bonuses ranging from \$10,000 to \$20,000 plus other benefits in some cases.

**DISCUSSION**

City and OPD management propose Orland begin offering a \$10,000 sign-on bonus for lateral candidates paid 1/3 at signing, 1/3 at completion of field training and 1/3 at successful completion of probation. This would strengthen the City's recruiting and retention of experienced police officers. It will save the City money on the front end compared to recruiting and sponsoring academy candidates, and thus fits within our current budget. It will also tend to diversify the department's staffing with more of a balanced mix of new and experienced patrol officers, and place a newly hired officer on the street a minimum of 6 months faster.

**RECOMMENDATION:**

Authorize City of Orland Police Department to offer recruiting & retention incentive payments of up to \$10,000 for lateral candidates.

**Fiscal Impact of Recommendation:**

None; potential budget savings if experienced officers are hired vs academy recruitment candidates.

Approved By City Manager:

PRC

000019

**CITY COUNCIL AGENDA ITEM**

Item No.:

Meeting Date: February 15, 2022

From: Paul W. Rabo, City Engineer

Subject: Review of County of Glenn Water Well Drilling and Standards

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**Background:**

The County of Glenn has begun a review of their current regulations pertaining to Chapter 80 (Water Well Drilling Permits & Standards) of title 20 of the County Code. Currently the code provides guidance on permit requirements, applications, inspections, drilling standards, permit revocation and appeals. The purpose of this code section is to provide standards necessary for the protection of groundwater within the county. The current code references the State of California Department of Water Resources Bulletins 73-81 and 74-90 for well drilling and abandonment for all wells drilled or abandoned in the unincorporated areas of the county.

**Proposed Changes to County Code:**

The county is proposing to strengthen its code and potential enforcement by providing additional regulations for the construction, repair, modification and destruction of wells so groundwater will not be contaminated or polluted. Additions to the code include definitions of terms, powers of the Lead Enforcement Agency (LEA), well completion reports, well pumping capacity, well spacing requirements, well casing and screen depths, violations and variances. The County is proposing the use of a "Well Construction Area Map" (not available) which provides Areas A - E with corresponding minimum depths for solid casing. The county is also proposing updates to current code sections including permit requirements, applications, inspections, drilling standards, permit revocation and appeals.

DWR is updating Bulletin 74 which sets the minimum standards for groundwater and other types of wells throughout the state. DWR anticipates the updated standards will be published in December 2022. The county has the authority to adopt standards which meet or exceed the Bulletin 74 standards. and is also responsible for enforcing the state and county well standards.

**Requested Action:**

Provide direction to City staff in preparation of comments to County staff.

**Fiscal Impact:**

No impact.

Approved By City Manager:

PRC



**CITY COUNCIL AGENDA ITEM**

Item No.:

Meeting Date: February 15, 2022

From: Paul W. Rabo, City Engineer

Subject: Construction Standards for Municipal Groundwater Wells in City of Orland

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**Background:**

The City operates and maintains six groundwater wells within city limits and has a need for additional municipal groundwater wells to replace ones that have been taken offline for various reasons. The last municipal well was constructed in 2016. The City is currently working with two different State funding sources to construct two wells in the near future.

**Discussion:**

The City finds itself in an environment conducive to growth in both the residential and commercial sectors. Having a municipal groundwater well construction standard available would facilitate construction of new wells. Currently, new wells are required, at a minimum, to comply with the State of California Well Standards (DWR Bulletin 74). These standards provide requirements for the construction of groundwater wells including separation from contaminants, sealing of upper water strata, casing materials, surface features, and development. The City could use DWR Bulletin 74 as a starting point and add requirements to suit the City's needs.

Additional items to consider could include power (and back up power), controls, software systems, casing size, motor size, setbacks from residential/commercial uses, treatment, and site improvements (i.e. buildings, paving, fencing, gates, etc.)

Proposed municipal groundwater well standards would be incorporated in the City's Land Division Standards and Improvement Standards.

**Requested Action:**

Provide staff with direction to prepare standards for the construction of municipal groundwater wells.

**Fiscal Impact:**

The City would incur a cost for City staff to prepare, review, and adopt new standards.

Approved By City Manager:

PRC

## CITY COUNCIL AGENDA ITEM

Item No.:

Meeting Date: February 15, 2022

From: Paul W. Rabo, City Engineer

Subject: Agreement No. D2102016 (City and State Water Board)

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### Background:

The City has been working with the California State Water Resources Control Board (State Water Board) to obtain grant funds for the planning and engineering phases of a project that would construct a new municipal well and storage tank. The proposed water system improvements, including a groundwater well and storage tank, are located on 6<sup>th</sup> Street.

The scope of work includes administration, permitting, project evaluation, field studies, environmental studies, right-of-way determination, drilling up to two test wells, and preparation of engineering reports, project plans and specifications. The estimated completion date for the scope of work is March 2024. The value of the grant is \$540,000.00.

### Attachments:

- California Water Boards Project No. 1110001-005P Signature Pages
- California Water Boars Agreement No. SWRCB0000000000D21-02016
- DW General Counsel Letter

### Requested Action:

Approve the agreement with the State Water Resources Control Board.

### Fiscal Impact:

The City would receive a grant to perform the scope of work described in the agreement. The City would be obligated to pay any costs that exceed the grant amount.

Approved By City Manager:



000022



IN WITNESS WHEREOF, this Agreement  
has been executed by the parties hereto.

CITY OF ORLAND:

STATE WATER RESOURCES CONTROL  
BOARD:

By: \_\_\_\_\_  
Name: Pete Carr  
Title: City Manager

By: \_\_\_\_\_  
Name: Joe Karkoski  
Title: Deputy Director  
Division of Financial Assistance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement  
has been executed by the parties hereto.

CITY OF ORLAND:

STATE WATER RESOURCES CONTROL  
BOARD:

By: \_\_\_\_\_  
Name: Pete Carr  
Title: City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Joe Karkoski  
Title: Deputy Director  
Division of Financial Assistance

Date: \_\_\_\_\_



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State Water Resources Control Board

January 25, 2022

City of Orland  
Attn: Pete Carr – City Manager  
815 Fourth Street  
Orland, CA 95963

Agreement Number: SWRCB0000000000D21-02016  
Project Number: 1110001-005P

Enclosed is your Agreement for your approval and signature. This Agreement cannot be considered binding by either party until executed by the State Water Resources Control Board (State Water Board).

If you are in agreement with all terms and conditions of the Agreement, please sign and date **two (2) signature** pages; return only the two (2) signature pages – it is not necessary to send the entire Agreement - **no later than thirty (30) calendar days from the date of this letter to:**

**Overnight Mail**

State Water Resources Control Board  
Attention: Anabel Ruiz  
Division of Financial Assistance  
1001 I Street, 16<sup>th</sup> Floor  
Sacramento, CA 95814

**US Mail**

State Water Resources Control Board  
Attention: Anabel Ruiz  
Division of Financial Assistance  
P. O. Box 944212  
Sacramento, CA 94244-2120

In order for the Funding Agreement to be executed by the State Water Board, the following items **must also be returned with the signed signature pages:**

1. Opinion of General Counsel.

Be aware that all projects receiving funding must comply with all applicable implementing guidelines and regulations adopted by California Department of Industrial Relations (DIR), regarding state prevailing wage requirements. You must contact DIR for guidance on how to comply. Information can be found at: <http://www.dir.ca.gov/lcp.asp>.

Anabel Ruiz may be contacted at (916) 445-5172 or [anabel.ruiz@waterboards.ca.gov](mailto:anabel.ruiz@waterboards.ca.gov)

Once the Agreement is signed by both parties, we will forward an executed copy to you for your records.

Enclosures

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E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | [www.waterboards.ca.gov](http://www.waterboards.ca.gov)

000025



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## DRINKING WATER PLANNING GRANT

AGREEMENT NO. D2102016  
by and between  
CITY OF ORLAND ("Recipient")  
AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the

PROJECT NO. 1110001-005P

And

CITY OF ORLAND DOMESTIC WELL AND GROUND STORAGE TANK ("Project")

- 
- Section 80140 of the Public Resources Code, and Resolution No. 2021-0022.

PROJECT FUNDING AMOUNT: \$540,000  
ESTIMATED REASONABLE PROJECT COST: \$540,000

ELIGIBLE WORK START DATE: OCTOBER 23, 2018  
WORK COMPLETION DATE: MARCH 31, 2024  
FINAL REIMBURSEMENT REQUEST DATE: MARCH 31, 2024  
RECORDS RETENTION END DATE: MARCH 31, 2060

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1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
  - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
  - EXHIBIT B – SPECIFIC FUNDING PROVISIONS
  - EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
  - EXHIBIT D – SPECIAL CONDITIONS
2. The following documents are also incorporated by reference:
  - the Drinking Water System Permit No. 1110001;
  - Reserved.
3. Party Contacts during the term of this Agreement are:

State Water Board		City of Orland	
Section:	Division of Financial Assistance		
Name:	Montarat "Bow" Reilly, Project Manager	Name:	Peter Carr, City Manager
Address:	1001 I Street, 16 <sup>th</sup> Floor	Address:	815 4th Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Orland, CA 95963-1714
Phone:	(916) 449-5973	Phone:	(530) 865-1603
Fax:		Fax:	
Email:	montarat.reilly@waterboards.ca.gov	Email:	citymanager@cityoforland.com

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
  - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
  - (b) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
  - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

- (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
  - (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
  - (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
6. This Agreement may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by with the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement  
has been executed by the parties hereto.

CITY OF ORLAND:

STATE WATER RESOURCES CONTROL  
BOARD:

By: \_\_\_\_\_  
Name: Pete Carr  
Title: City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Joe Karkoski  
Title: Deputy Director  
Division of Financial Assistance

Date: \_\_\_\_\_

## EXHIBIT A – SCOPE OF WORK AND SCHEDULE

### A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient. The funding under this Agreement shall be used for the purpose of exploring a replacement of a drinking water well and a storage tank through a planning project. The replacement well will replenish capacity lost from the Division of Drinking Water's order to discontinue the supply of a domestic well that detected E. Coli Coliform contamination. The storage tank will meet the California Water Works Standards for needed storage volume and meet the current California Building Code for structural design standards.

### A.2 SCOPE OF WORK.

The Recipient agrees to do following:

ITEM	DESCRIPTION
1	<b>Project Evaluation and Pre-Design Engineering</b> 1.1 Analyze all available alternatives and recommend the best option or combination of options for a new domestic well and a new storage tank. 1.2 Identify test well(s) locations(s) and determine if additional property is needed for zone protection. 1.3 Prepare Preliminary Engineering Report  <b>SUBMITTAL</b> <ul style="list-style-type: none"> <li>Preliminary Engineering Report</li> </ul>
2	<b>Hydrogeological/Geotechnical Investigation and Site Topographic Surveying</b> 2.1 Perform geotechnical and/or hydrogeological investigation. Describe type and purpose of any investigation. 2.2 Identify up to two locations to drill test wells. 2.3 Prepare a geotechnical and/or hydrogeological investigation report for the site to assist with evaluation of project. 2.4 Perform site Topographic survey.  <b>SUBMITTAL</b> <ul style="list-style-type: none"> <li>Geotechnical and/or Hydrogeological Investigation Report</li> </ul>
3	<b>Drilling of Test Wells</b> 3.1 Describe the purpose of the test wells, number of test wells to be drilled, depth of test wells, geologic material, logging, electronic logging, water quality sampling, pump testing, etc. 3.2 Prepare a design for the test wells. 3.3 Prepare complete set of bid solicitation(s) and construction contract documents for the test wells. 3.4 Obtain necessary agency permits. 3.5 Drill up to two test wells.



	<p>3.6 Prepare a test well report that summarizes the findings for each of the test well.</p> <p>3.7 Ensure labor compliance requirements are met for DWSRF funding.</p> <p>SUBMITTAL</p> <ul style="list-style-type: none"> <li>• Test well designs</li> <li>• Test well report</li> </ul>
4	Right of Way
	<p>4.1 Determine value of any property, easements, or right-of-way necessary to pursue the selected construction project.</p> <p>SUBMITTAL</p> <ul style="list-style-type: none"> <li>• N/A</li> </ul>
5	Engineering Report
	<p>5.1 Prepare and submit an engineering report that includes at least the following:</p> <ul style="list-style-type: none"> <li>• a summary of alternatives evaluated including consolidation,</li> <li>• selection of preferred alternative and proposed construction project,</li> <li>• potential impact of climate change,</li> <li>• basis and conceptual design,</li> <li>• opinion of probable construction costs,</li> <li>• and expected useful life for the selected construction project.</li> </ul> <p>SUBMITTAL</p> <ul style="list-style-type: none"> <li>• Engineering Report</li> </ul>
6	CEQA
	<p>6.1 Initial Review Determine environmental document(s) appropriate for the selected alternative.</p> <p>6.2 Contingency Prepare required environmental documents.</p> <p>SUBMITTAL</p> <ul style="list-style-type: none"> <li>• Environmental documents</li> </ul>
7	TMF Assessment
	<p>7.1 Prepare TMF Assessment based on the SWRCB approved project identified from engineering report.</p>

	7.2 Prepare all supporting document necessary to fulfill and complete requirements outlined in SWRCB TMF Assessment Form for the Community Water System.  SUBMITTAL • TMF Assessment
8	Project Plans and Specifications
	8.1 Prepare and submit plans, specifications, and construction cost estimates for the selected construction project, including groundwater well, site improvement, and storage tank.  SUBMITTAL • 50% Plans, specifications, and construction cost estimate • 90% Plans, specifications, and construction cost estimate
9	Administration, Legal, Permits
	9.1 Administration and legal costs associated with planning, funding, and design activities. 9.2 Obtain necessary agency permits.  SUBMITTAL • N/A

### A.3 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Work Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
	WORK TO BE PERFORMED BY RECIPIENT		
1	Preliminary Engineering Report	N/A	09/15/2022
2	Hydrogeological Investigation	N/A	12/15/2022

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
3	Test Well Design	N/A	03/15/2023
	Test Well Report	N/A	09/15/2023
5	Engineering Report	N/A	09/15/2023
6	Environmental Document	N/A	03/15/2024
7	TMF Assessment	N/A	03/15/2024
8	50% Plans and Specifications	N/A	12/15/2023
	90% Plans and Specifications	N/A	03/15/2024
<b>EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
	REIMBURSEMENTS		
	Reimbursement Requests	N/A	Quarterly
	Final Reimbursement Request	03/31/2024	N/A
	REPORTS		
	Progress Reports	N/A	Quarterly
	As Needed Reports	TBD	N/A

The Recipient must deliver any request for extension of the Work Completion Date no less than 90 days prior to the Work Completion Date.

The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

#### A.4 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, amount budgeted, amount spent, and percent completion for each task;
- 2) Statement indicating if all critical due dates are on track;
- 3) Statement indicating if all deliverable due dates are on track;
- 4) A description of compliance with any special conditions; and
- 5) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.5 SPECIAL REPORTS.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

## EXHIBIT B – FUNDING AMOUNTS

### B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

### B.2 RECIPIENT CONTRIBUTIONS.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

### B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

### B.4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COSTS	PROJECT FUNDING AMOUNT
Project Evaluation and Pre-Design Engineering	\$10,000	\$10,000
Hydrogeological/Geotechnical Investigation and Site Survey	\$25,000	\$25,000
Drilling of Test Wells	\$270,000	\$270,000
Right of Way	\$5,000	\$5,000
Engineering Report	\$10,000	\$10,000
CEQA	\$45,000	\$45,000
TMF Assessment	\$5,000	\$5,000
Project Plans and Specifications	\$150,000	\$150,000
Administration, Legal, Permits	\$20,000	\$20,000
TOTAL	\$540,000	\$540,000

Indirect Costs are ineligible for funding under this Agreement.



The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

Indirect Costs are ineligible for funding under this Agreement.

#### B.5 LINE ITEM ADJUSTMENTS.

Subject to the prior review and approval of the Division, adjustments between existing budget line items may be used to defray allowable direct costs. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The sum of adjusted line items in the budget must not exceed the total budget amount. The Division may propose budget adjustments.

#### B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under this Agreement.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Division may withhold disbursements where costs incurred do not reflect actual time spent.
6. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.

7. The Recipient must not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
8. The Recipient must submit all draft deliverables prior to reimbursement beyond 70 percent of the Project Funding Amount, and it must submit all final deliverables to the Division prior to reimbursement beyond 90 percent of the Project Funding Amount.
9. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

#### B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at  
[https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/general\\_terms.html](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html)

## EXHIBIT D – SPECIAL CONDITIONS

### D.1 DEFINITIONS.

Each capitalized term used in this Agreement has the following meaning:

- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
- "District Office" means District Office of the Division of Drinking Water of the State Water Board.
- "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.
- "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
  - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
  - b) The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
- "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System,

determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the City of Orland, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

## D.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.



Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

The Recipient has no conflicting or Material Obligations, except as set forth in this paragraph.

The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board. The Recipient has disclosed to the State Water Board all proceedings, actions, or offers of which the Recipient has knowledge or belief that may in any way affect the Recipient's ability to access or legally possess all of the property necessary for the purpose of this Agreement, including any proceedings, actions, or offers to lease, purchase, or acquire by eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient and its principals, contractors, and subcontractors, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for

which this funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized.

#### D.3 ACKNOWLEDGEMENTS.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

- “Funding for this project has been provided in full or in part under Proposition 68 –the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

#### D.4 RATES, FEES, AND CHARGES.

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

#### D.5 RESERVED.

#### D.6 RESERVED.

D.7 SPECIAL CONDITIONS.

TECHNICAL:

1. The Recipient shall submit test well plans and specifications, and a water quality testing plan, to the Division's Project Manager for review and approval prior to bidding and awarding any test well drilling contract.
2. Prior to drilling any test well on real property to which the Recipient does not hold title, the Recipient shall provide documentation showing the current title holder(s) and the Recipient's plan for acquiring title or access to such real property for the purpose of construction a production well on such real property.
3. The Recipient shall not proceed with drilling any subsequent test well(s) without written authorization from the Division's Project Manager.

ENVIRONMENTAL:

1. Recipient shall submit all final California Environmental Quality Act (CEQA) documents and notices for the Selected Construction Project to the Governor's Office of Planning and Research, State Clearinghouse. A copy of all such CEQA documents and notices shall be sent to the Division.

Governor's Office of Planning and  
Research  
1400 Tenth Street  
Sacramento, CA 95814

Division of Financial Assistance  
Environmental Review Section  
1001 I Street, 16<sup>th</sup> Floor  
Sacramento, CA 95814

2. During the Term of this Agreement, Recipient shall request approval of any change(s) to the Scope of Work. Thereafter, the Division shall notify Recipient whether additional environmental review is necessary as a result of the change(s).
3. Recipient shall not initiate construction activities unless and until the environmental review process is complete and all applicable notices are filed by the Recipient in its capacity as the CEQA Lead Agency.

D.8 FUNDS RELATED TO CONTAMINATION.

(a) As a condition precedent to this Agreement and prior to any disbursement, the Recipient shall (i) notify the Division of any demands made by the Recipient against third parties for monetary damages, reimbursement of costs, or other relief, including litigation, related to drinking water contamination, including but not limited to contamination by 1,2,3-trichloropropane (1,2,3-TCP); and (ii) unless waived by the Division, notify and provide to the Division copies of any agreements with third parties (e.g., settlement agreements, consent agreements, etc.) or court or administrative

orders arising out of litigation or disputes related to contamination of the drinking water associated with the Project.

(b) After execution of this Agreement, the Recipient shall notify the Division promptly of the new occurrence of any matters requiring notice under paragraph (a), above. Upon request, the Recipient shall promptly provide information and copies of documents as requested by the Division.

(c) The Recipient shall place all funds received after the date of this Agreement under any order or agreement described in paragraphs (a)(ii) and (b), above, into a restricted account to be used either for a capital improvement project that addresses the contamination, or for operation and maintenance of treatment or remediation of the contamination. Alternatively, upon consent of the Division, the funds received after the date of this Agreement under any such order or agreement shall be used as match funding for the Project or held in a restricted reserve account to support the financial capacity of the System.

(d) The amount of this Agreement may be reduced, and/or disbursements withheld, to offset amounts received under any contamination-related order or agreement described in paragraphs (a)(ii) or (b), above, to avoid double recovery. Noncompliance with paragraphs (a), (b), or (c) above shall be an Event of Default.

#### D.9 APPOINTMENT OF RECEIVER OR CUSTODIAN.

Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.

#### D.10 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

#### D.11 DAMAGES FOR BREACH OF TAX-EXEMPT STATUS.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.



D.12 RESERVED.

Upon an Event of Default, the State Water Board shall have, in addition to all other rights and remedies, the remedies of a secured party under Division 9 of the California Commercial Code.

D.13 NOTICE.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- (a) Within 24 hours, the Recipient must notify the Party Contacts by phone and by email, and also notify the Division by phone at (916) 327-9978 and by email to [DrinkingWaterSRF@waterboards.ca.gov](mailto:DrinkingWaterSRF@waterboards.ca.gov) of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) RESERVED.
- (c) The Recipient must notify the Division and Party Contacts promptly of the occurrence of any of the following events:
  - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
  - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
  - iii. Loss, theft, damage, or impairment to Project;
  - iv. Events of Default, except as otherwise set forth in this section;
  - v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
  - vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;

- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- xii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- xiii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiv. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xv. Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- xvi. Work Completion, and Project Completion.

#### D.14 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of

misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.

#### D.15 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

#### D.16 STATE CROSS-CUTTERS.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.

- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.



**[FORM OF OPINION OF GENERAL COUNSEL]**

**[DATE]**

State Water Resources Control Board  
Division of Financial Assistance  
Attn: Anabel Ruiz  
1001 I St., 16<sup>th</sup> floor  
Sacramento, CA 95814

Re: City of Orland ("City/County/District") – City of Orland Domestic Well and Ground Storage Tank – Project No. 1110001-005P ("Project") – Agreement No. D2102016 ("Agreement")

Ladies and Gentlemen:

This firm serves as General Counsel to the [City/County/District] in connection with the Project. This opinion is delivered to the State Water Resources Control Board ("State Water Board") at the request of the [City/County/District]. In connection therewith, I have examined the laws pertaining to the [City/County/District], originals of the Agreement, between the [City/County/District] and the State Water Board ("Agreement"), the [City/County/District]'s authorized representative resolution [number] adopted on [DATE], the [City/County/District]'s authorizing resolution [xxx] adopted on [DATE], the [City/County/District]'s reimbursement resolution [number] adopted on [DATE], the [City/County/District]'s rate-setting resolution [number] adopted on [DATE], (collectively, "the Resolutions"), the [City/County/District]'s debt management policy, documents related to each of the Material Obligations as set forth in the Agreement, and such other documents, legal opinions, instruments and records, and have made such investigation of law, as I have considered necessary or appropriate for the purpose of this opinion.

Based on the foregoing, it is my opinion that:

- a. The [City/County/District], a [general law city/charter city/county/special district/joint powers authority] of the State of California duly organized, validly existing under the laws of the State of California pursuant to [INSERT SPECIFIC LEGAL AUTHORITY], has the requisite legal right, power, and authority to execute and deliver the Agreement and carry out and consummate all transactions contemplated therein.

[and if charter city] [The [City/County/District] is a charter city, the governing board of which is not prohibited, limited or constrained in any way from adopting, requiring, or utilizing a project labor agreement that includes all taxpayer protection provisions of Public Contract Code section 2500.]

[AND IF JOINT POWERS AUTHORITY][None of the [City/County/District]'s member charter cities is prohibited, limited or

constrained in any way from adopting, requiring, or utilizing a project labor agreement that includes all taxpayer protection provisions of Public Contract Code section 2500.]

- b. The Resolutions have been duly adopted at meetings of the [City/County/District] which were called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the Resolutions were adopted. The Resolutions are in full force and effect and have not been amended, modified, supplemented, or rescinded, nor has the rate-setting resolution been challenged or the rates become subject of a referendum or initiative or other similar process.
- c. To the best of my knowledge and based upon a reasonable investigation, all proceedings required by law or under the ordinances or bylaws of the [City/County/District] to be taken by the [City/County/District] in connection with the authorization of the Agreement and the transactions contemplated by and related thereto, and all such approvals, authorizations, consents or other orders of or filings or registrations with such public boards or bodies, if any, as may be legally required to be obtained by the [City/County/District] prior to the date hereof with respect to all or any of such matters have been taken or obtained and are in full force and effect, except that no opinion is expressed as to any approvals, obligations or proceedings which may be required under any federal securities laws or state blue sky or securities laws.
- d. To the best of my knowledge and based upon a reasonable investigation, the execution and delivery of the Agreement and the consummation of the transactions therein will not conflict with or constitute a breach of or default (with due notice or the passage of time or both) under (i) the statutes creating the [City/County/District] or any amendments thereto, (ii) the ordinances or by laws of the [City/County/District], (iii) any bond, debenture, note or other evidence of indebtedness, or any material contract, agreement or lease to which the [City/County/District] is a party or by which it or its properties are otherwise subject or bound or (iv) any applicable law or administrative regulation or any applicable court or administrative decree or order.
- e. To the best of my knowledge and based upon a reasonable investigation, the [City/County/District] has sufficient property rights in the Project property for the purposes contemplated in the Agreement and has complied with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) with respect to any property acquired for the purposes of the Project. Project property rights extend/s in perpetuity/until [date].
- f. To the best of my knowledge and based upon a reasonable investigation, there is no action, suit, proceeding, inquiry or investigation before or by any court of federal, state, municipal or

other governmental authority pending or threatened against or affecting the [City/County/District]'s System, as defined in the Agreement, or the assets, properties or operations of the [City/County/District] relating to its System which, if determined adversely to the [City/County/District] or its interests would result in any material change in the assets or financial condition of the [City/County/District], the [City/County/District]'s System or the financial condition thereof, and the [City/County/District] is not in default with respect to any order or decree of any court or any order, regulation, or demand of any federal, state, municipal, or other governmental agency which default might have consequences that would materially and adversely affect the financial condition of the [City/County/District] or its System.

- g. No facts have come to my attention which lead me to believe that the [City/County/District]'s authorized representative has made any untrue statement of a material fact or omitted or omits to state a material fact or has made misleading statements in the Agreement.
- h. The Agreement has been duly authorized, executed, and delivered, and assuming due authorization, execution and delivery of the Agreement by the State Water Board, constitutes legal, valid, and binding obligation of the [City/County/District] enforceable against the [City/County/District] in accordance with its terms, subject to the laws relating to bankruptcy, insolvency, reorganization, or creditors' rights generally and to the application of equitable principles, if equitable remedies are sought.

Sincerely,

General Counsel  
[City/County/District]